

**AGENDA FOR THE  
WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)  
TO BE HELD TUESDAY, APRIL 29, 2025 AT 2:30 P.M.  
CITY-COUNTY BUILDING  
COUNCIL CHAMBERS, 1ST FLOOR  
555 S. 10<sup>TH</sup> STREET  
LINCOLN, NE 68508**

1. Introductions and Notice of Open Meetings Law Posted by Door
2. Public Comment and Time Limit Notification Announcement  
*Individuals from the audience will be given a total of 5 minutes to speak on specific items listed on today's agenda. Those testifying should identify themselves for the official record.*
3. Approval of the minutes from the JPA meeting held January 23, 2025.
  - (Staff recommendation: Approval of the minutes as presented)
4. Approval of the Payment Register for November 2024 through March 2025 and review of the Expenditure Report as of March 31, 2025. (Joe Dondlinger)
  - Public Comment
  - (Staff recommendation: Approval of the Payment Register. No action is required on the Expenditure Report).
5. Bill No. WH 25-11  
Resolution approving a Contract between the West Haymarket JPA and AXS Digital, LLC dba Carbonhouse, for Pinnacle Bank Arena and Pinewood Bowl Theater website redesign, with costs not to exceed \$80,000.00.
  - Public Comment
  - (Staff recommendation: Approval)
6. Bill No. WH 25-12  
Resolution authorizing the Chairperson and/or Purchasing Agent to issue a purchase order to Voss Lighting, for event level hallway lighting at the Pinnacle Bank Arena, for a sum not to exceed \$58,898.00.
  - Public Comment
  - (Staff recommendation: Approval)
7. Bill No. WH 25-13  
Resolution approving a Unit Price Contract with Wired, Inc., for installation of event level hallway light fixtures at the Pinnacle Bank Arena, for a total amount not to exceed \$32,900.00.
  - Public Comment
  - (Staff recommendation: Approval)
8. Bill No. WH 25-14  
Resolution approving a Contract between the West Haymarket JPA and Amano McGann, Inc., for parking garage gate reader technology updates at the Pinnacle Bank Arena, with costs not to exceed \$51,291.50.
  - Public Comment
  - (Staff recommendation: Approval)

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9. Bill No. WH 25-15  
Resolution approving an Amendment to Contract between the West Haymarket JPA and Irwin Seating Company, for an extension of the Contract to June 1, 2025.
  - Public Comment
  - (Staff recommendation: Approval)
10. Bill No. WH 25-16  
Resolution authorizing the Chairperson and/or Purchasing Agent to issue a purchase order to Lincoln Winlectric, for parking lot light fixture retro fit kit replacement at the Pinnacle Bank Arena, for a sum not to exceed \$30,206.00.
  - Public Comment
  - (Staff recommendation: Approval)
11. Bill No. WH 25-17  
Resolution authorizing the Chairperson and/or Purchasing Agent to issue a purchase order to Chef's Deal Restaurant Equipment Company for two fryer units for the Pinnacle Bank Arena concessions, for a sum not to exceed \$57,827.63.
  - Public Comment
  - (Staff recommendation: Approval)
12. Bill No. WH 25-18  
Resolution to approve Amendment No. 2 to the Canopy Park Project Redevelopment Agreement between the City of Lincoln, Nebraska, West Haymarket Joint Public Agency, Canopy Park, LLC, and the Lincoln Haymarket Development Corporation.
  - Public Comment
  - (Staff recommendation: Approval)
13. Bill No. WH 25-19  
Resolution approving Amendment One to Contract between the West Haymarket JPA and Mitsubishi Electric, to add an additional scorer's table to the new centerhung scoreboard package for the Pinnacle Bank Arena, for an amount not to exceed \$80,181.00, bringing the total costs not to exceed to \$3,442,919.00, pursuant to Bid No. 24-203.
  - Public Comment
  - (Staff recommendation: Approval)
14. Bill No. WH 25-20  
Resolution approving a Contract between the West Haymarket JPA and Five Nines, for the purchase and installation of a new WIFI system and support services at the Pinnacle Bank Arena, with costs not to exceed \$3,721,891.00.
  - Public Comment
  - (Staff recommendation: Approval)
15. Informative update on the Sandhills Global Lincoln Youth Complex ball fields. (Jeff Maul)
16. Next Meeting Date: The next meeting date will be Thursday, August 28, 2025 at 2:30 p.m. in Council Chambers, First Floor of the County-City Building.
17. Motion to Adjourn



**WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)**  
**Board Meeting**  
**January 23, 2025**

Meeting Began At: 2:30 P.M.

Meeting Ended At: 2:57 P.M.

Members Present: Leirion Gaylor Baird and Tim Clare

Members Absent: Tom Beckius

**Item 1 - Introductions and Notice of Open Meetings Law Posted by Door.**

Gaylor Baird advised that this is a public meeting subject to the open meetings act posted at the back of the room.

**Item 2 - Public Comment and Time Limit Notification.**

Gaylor Baird advised members of the public are given five minutes for public comment on specific items listed on today's agenda and those testifying should identify themselves for the record.

**Item 3 – Approval of the minutes from the JPA meeting held December 12, 2024.**

Clare moved approval of the minutes as presented. Gaylor Baird seconded the motion. Motion carried 2-0.

**Item 4 - Bill No. WH 25-1 - Resolution approving a Contract between the West Haymarket JPA and CL Construction, LLC, for a loading dock roof extension for the Pinnacle Bank Arena, with costs not to exceed \$37,956.00.**

Chris Connolly, City Law Department, explained this a contract to construct an awning over a two-foot gap on the truck loading dock to protect the area from the elements when unloading and loading trucks. Kinsey expressed her concerns to the Board members. There being no further discussion, Clare moved approval. Gaylor Baird seconded the motion. Motion carried 2-0.

**Item 5 - Bill No. WH 25-2 - Resolution approving a Contract between the West Haymarket JPA and Winsted Company, LLC, for control room consoles for the Pinnacle Bank Arena, with costs not to exceed \$21,395.00.**

Connolly explained the security office is expanding and needs additional furniture. There being no comment or further discussion, Clare moved approval. Gaylor Baird seconded the motion. Motion carried 2-0.

**Item 6 - Bill No. WH 25-3 - Resolution approving a Contract between the West Haymarket JPA and American Fence of Lincoln, for an automatic fence for the Pinnacle Bank Arena, with costs not to exceed \$59,955.21.**

Connolly explained that currently, access to the truck loading dock area has a gate that is manually operated by security staff. This will provide an automatic gate that can be monitored and opened and closed remotely from inside the security office. There being no comment or

further discussion, Clare moved approval. Gaylor Baird seconded the motion. Motion carried 2-0.

**Item 7 - Bill No. WH 25-4 - Resolution authorizing the Chairperson and/or Purchasing Agent to issue a purchase order to the lowest, responsible, responsive bidder, Lincoln Winlectric Company, for exterior lighting for the roof of the Pinnacle Bank Arena, for a sum not to exceed \$315,477.78.**

Connolly explained this is for the purchase of lights and fixtures to replace all exterior lights and fixtures on top and around the building with LED lighting. This does not include the installation. There being no comment or further discussion, Clare moved approval. Gaylor Baird seconded the motion. Motion carried 2-0.

**Item 8 - Bill No. WH 25-5 - Resolution approving a Contract between the West Haymarket JPA and AVaaSE, for new speakers, for the Pinnacle Bank Arena centerhung, with costs not to exceed \$18,807.00.**

Connolly explained a new scoreboard was ordered to be installed. This is for new speakers that will connect with the new scoreboard. There being no comment or further discussion, Clare moved approval. Gaylor Baird seconded the motion. Motion carried 2-0.

**Item 9 - Bill No. WH 25-6 - Resolution authorizing the Chairperson and/or Purchasing Agent to issue a purchase order to the lowest, responsible, responsive bidder, Aviate Enterprises, Inc., for a new cleaning auto scrubber for the Pinnacle Bank Arena, for a sum not to exceed \$89,123.25.**

Connolly explained this is for the purchase of a new machine that scrubs the floors inside the arena. There being no comment or further discussion, Clare moved approval. Gaylor Baird seconded the motion. Motion carried 2-0.

**Item 10 - Bill No. WH 25-7 - Resolution approving a Unit Price Contract with Wired, Inc., for retrofit lighting at the Pinnacle Bank Arena, for a total amount not to exceed \$30,195.00.** Connolly explained this contract is for the installation of the exterior lighting previously discussed and approved. There being no comment or further discussion, Clare moved approval. Gaylor Baird seconded the motion. Motion carried 2-0.

**Item 11 - Bill No. WH 25-8 - Resolution approving a Contract between the West Haymarket JPA and Harvest AV Solutions, Inc., for annual service for followspots at the Pinnacle Bank Arena, with costs not to exceed \$101,685.00.**

Connolly stated this contract is for the replacement of four followspots that are at the end of their useful life. There being no comment or further discussion, Clare moved approval. Gaylor Baird seconded the motion. Motion carried 2-0.

**Item 12 - Bill No. WH 25-9 - Resolution approving a Contract between the West Haymarket JPA and Nebraska Hoist and Crane, for annual service for scoreboard cabling replacement at the Pinnacle Bank Arena, with costs not to exceed \$47,926.84.**

Connolly explained with the new scoreboard being installed, the hoist and cabling needed to be inspected to determine if it was in good shape. It was determined that only the cabling needed to be replaced. There being no comment or further discussion, Clare moved approval. Gaylor Baird seconded the motion. Motion carried 2-0.

**Item 13 - Bill No. WH 25-10 - Resolution accepting the financial audit and management letter and report from Forvis Mazars, LLP for the period ending August 31, 2024.**

Joe Dondlinger, Finance Director and JPA Treasurer, summarized the audit report findings of a clean audit with an unmodified opinion or no material findings. He further explained the fund balance assigned for debt service totaling \$46 million represents two years of total debt service obligations for the West Haymarket JPA. Dondlinger stated the occupation tax collections are at \$22.3 million which exceeds the original projections by \$6.9 million or 49%, corresponding with the projections for 2043.

Chris Lindner, Forvis Mazars, explained he is happy to report the audit results for the West Haymarket JPA for fiscal year 2024. The packet contained an audit report and communication letter identifying a clean or unmodified opinion. In reviewing the numbers provided by management, the auditor's responsibility is to ensure the numbers are accurate and that they are presented in accordance with GAP. They did not take exception to the numbers and did not have adjustments to the numbers or errors in the numbers. They found the numbers were materially accurate and were presented accordingly resulting in the issuance of a clean opinion. The highest level of issuance that can be granted as part of the process.

Lindner further explained there is a second opinion in the back of the report covering the Government Auditing Standards discussing the testing over the controls for the financial reporting. The opinion looks at the auditing process for material deficiencies or errors in the numbers. Nothing was found that needed to be reported in this second opinion.

Lindner explained that the management communication letter explains the auditor's responsibility is to issue the opinion on the financial statements. Management and the Board's responsibilities are to provide the financial statements. The letter provides that no errors were found as part of the 2024 audit, making it a clean audit.

Clare asked Dondlinger if the JPA is still solid financially taking into account the expenditures approved and if another dime was not collected. Dondlinger confirmed that is correct and stated the JPA is in a good position financially.

There being no further discussion or public comment, Clare moved approval. Gaylor Baird seconded the motion. Motion carried 2-0.

**Item 14 - Next Meeting Date.**

The next meeting date will be Tuesday, April 29, 2025 at 2:30 p.m. in Council Chambers, First Floor of the County-City Building.

**Item 15 – Motion to Adjourn**

Clare moved to adjourn. Motion seconded by Gaylor Baird. The meeting adjourned at 2:57 p.m.

**West Haymarket Joint Public Agency**  
**Payment Register by Payee**  
**Payment Dates Novemeber 2024 - March 2025**

Payee	Remark	Document Number	Business Unit	Obj Acct	BU / Object Code Description	Payment Date	Payment Number	Amount
<b>Alpha Video and Audio Inc - 483639</b>								
	PBA IPTV Upgrade	2260024	06095	6076	Miscellaneous Equipment	11/14/2024	213111	137,000.00
<b>Total - Alpha Video and Audio Inc - 483639</b>								<b>137,000.00</b>
<b>Aviate Enterprises Inc - 632936</b>								
	Pinnacle Bank Arena	2269344	06095	6076	Miscellaneous Equipment	3/27/2025	218274	89,123.25
<b>Total - Aviate Enterprises Inc - 632936</b>								<b>89,123.25</b>
<b>Black Hills Gas Holdings LLC - 630975</b>								
	277 Pinnacle Arena Dr	2258997	06095	5825	Natural Gas	11/7/2024	212993	53.46
	277 Pinnacle Arena Dr	2262071	06095	5825	Natural Gas	12/5/2024	213957	53.97
	277 Pinnacle Arena Dr	2266390	06095	5825	Natural Gas	1/9/2025	215215	97.05
	277 Pinnacle Arena Dr	2269344	06095	5825	Natural Gas	2/6/2025	216395	124.12
	277 Pinnacle Arena Dr	2273060	06095	5825	Natural Gas	3/13/2025	217732	121.64
<b>Total - Black Hills Gas Holdings LLC - 630975</b>								<b>450.24</b>
<b>City Controller - 129525</b>								
	Festival Lot/Arena Dr 2024-25	2260832	06095	5621	Misc Contractual Services	11/20/2024	645379	61,390.00
<b>Total - City Controller - 129525</b>								<b>61,390.00</b>
<b>Pinnacle Bank Arena - 604774</b>								
	Arena Repairs, Maint& CIP 9/24	2259002	06095	6132	Buildings	11/7/2024	212881	14,620.37
	Arena Repairs, Maint& CIP 9/24	2259002	06095	5870	Other Bldg Maintenance	11/7/2024	212881	44,502.91
	Arena Repair, Maint&CIP Oct 24	2263077	06095	5870	Other Bldg Maintenance	12/12/2024	214146	46,701.16
	Arena Repair, Maint&CIP Oct 24	2263077	06095	5420	Minor Equipment	12/12/2024	214146	7,857.13
	2nd Qtr 24/25 Sponsorship/Op	2263076	06097	5643	Management Services	12/12/2024	214146	150,000.00
	2nd Qtr 24/25 Sponsorship/Op	2263076	06095	5643	Management Services	12/12/2024	214146	262,500.00
	Arena Repair Maint &CIP Nov 24	2265810	06095	5420	Minor Equipment	1/2/2025	214966	58,234.10
	Arena Repair Maint &CIP Nov 24	2265810	06095	5870	Other Bldg Maintenance	1/2/2025	214966	24,494.99
	Arena Repair Maint &CIP Nov 24	2265810	06095	6132	Buildings	1/2/2025	214966	60,991.73
	Arena Repairs Maint&CIP Dec 24	2268797	06095	5420	Minor Equipment	1/30/2025	216114	16,308.77
	Arena Repairs Maint&CIP Dec 24	2268797	06095	5870	Other Bldg Maintenance	1/30/2025	216114	18,757.01
	Arena Repairs Maint&CIP Dec 24	2268797	06095	6132	Buildings	1/30/2025	216114	20,000.00
	Arena Repairs Maint&CIP Jan 25	2273070	06095	5420	Minor Equipment	3/13/2025	217615	105,140.46
	Arena Repairs Maint&CIP Jan 25	2273070	06095	6132	Buildings	3/13/2025	217615	62,120.95
	Arena Repairs Maint&CIP Jan 25	2273070	06095	5870	Other Bldg Maintenance	3/13/2025	217615	27,824.48
	3rd Qtr 24/25 Sponsorship	2274244	06097	5643	Management Services	3/20/2025	217918	150,000.00
	3rd Qtr 24/25 Sponsorship	2274244	06095	5643	Management Services	3/20/2025	217918	262,500.00
	Arena Repairs Maint&CIP Feb 25	2275112	06095	5870	Other Bldg Maintenance	3/27/2025	218198	272,546.73
	Arena Repairs Maint&CIP Feb 25	2275112	06095	6132	Buildings	3/27/2025	218195	118,745.25
	Arena Repairs Maint&CIP Feb 25	2275112	06095	5420	Minor Equipment	3/27/2025	218195	92,424.75

**West Haymarket Joint Public Agency**  
**Payment Register by Payee**  
**Payment Dates Novemeber 2024 - March 2025**

Payee	Remark	Document Number	Business Unit	Obj Acct	BU / Object Code Description	Payment Date	Payment Number	Amount
<b>Total - Pinnacle Bank Arena - 604774</b>								<b>1,816,270.79</b>
<b>City of Lincoln - Accounting Dept - 120272</b>								
	City Staff Reimb 1st Qtr 24-25	2263075	06095	5621	Misc Contractual Services	12/11/2024	645575	113,216.00
	City Staff Reimb 2nd Qtr 24-25	2273057	06095	5621	Misc Contractual Services	3/12/2025	646325	113,216.00
<b>Total - City of Lincoln - Accounting Dept - 120272</b>								<b>226,432.00</b>
<b>City of Lincoln - Parking - 431100</b>								
	Parking Mgmt Oct 2024	2261495	06095	5643	West Depot Mgmt Services	11/26/2024	645447	4,405.84
	Parking Mgmt Oct 2024	2261495	06095	5643	Deck 3 Mgmt Services	11/26/2024	645447	50,144.52
	Parking Mgmt Oct 2024	2261495	06095	5643	Deck 2 Mgmt Services	11/26/2024	645447	41,726.16
	Parking Mgmt Oct 2024	2261495	06095	5643	Deck 1 Mgmt Services	11/26/2024	645447	63,914.49
	Parking Mgmt Nov 2024	2265808	06095	5643	Deck 1 Mgmt Services	1/1/2025	645817	11,757.31
	Parking Mgmt Nov 2024	2265808	06095	5643	Deck 2 Mgmt Services	1/1/2025	645817	7,886.21
	Parking Mgmt Nov 2024	2265808	06095	5643	Deck 3 Mgmt Services	1/1/2025	645817	9,230.41
	Parking Mgmt Nov 2024	2265808	06095	5643	West Depot Mgmt Services	1/1/2025	645817	1,710.06
	Parking Mgmt Dec 2024	2268317	06095	5643	Deck 1 Mgmt Services	1/22/2025	645955	152,911.97
	Parking Mgmt Dec 2024	2268317	06095	5643	Deck 2 Mgmt Services	1/22/2025	645955	130,791.71
	Parking Mgmt Dec 2024	2268317	06095	5643	Deck 3 Mgmt Services	1/22/2025	645955	151,392.66
	Parking Mgmt Dec 2024	2268317	06095	5643	West Depot Mgmt Services	1/22/2025	645955	5,121.39
	Parking Mgmt Jan 2025	2271982	06095	5643	Deck 1 Mgmt Services	3/5/2025	646260	28,753.21
	Parking Mgmt Jan 2025	2271982	06095	5643	Deck 3 Mgmt Services	3/5/2025	646260	23,368.38
	Parking Mgmt Jan 2025	2271982	06095	5643	Deck 2 Mgmt Services	3/5/2025	646260	19,732.95
	Parking Mgmt Jan 2025	2271982	06095	5643	West Depot Mgmt Services	3/5/2025	646260	3,370.96
	Parking Mgmt Feb 2025	2275109	06095	5643	Deck 1 Mgmt Services	3/26/2025	646433	14,269.45
	Parking Mgmt Feb 2025	2275109	06095	5643	Deck 3 Mgmt Services	3/26/2025	646433	12,676.28
	Parking Mgmt Feb 2025	2275109	06095	5643	Deck 2 Mgmt Services	3/26/2025	646433	11,300.42
	Parking Mgmt Feb 2025	2275109	06095	5643	West Depot Mgmt Services	3/26/2025	646433	3,310.93
<b>Total - City of Lincoln - Parking - 431100</b>								<b>747,775.31</b>
<b>City of Lincoln Street Maintenance - 141073</b>								
	Lincoln Bridge clean up	2260023	06095	5621	Misc Contractual Services	11/13/2024	645296	140.57
<b>Total - City of Lincoln Street Maintenance - 141073</b>								<b>140.57</b>
<b>City Treasurer - 101418</b>								
	Credit Card fees Oct 2024	2261494	06095	5996	Credit Card/Bank Fees	11/26/2024	645444	276.42
<b>Total - City Treasurer - 101418</b>								<b>276.42</b>
<b>Column Software PBC - 630898</b>								
	COL-NE-1003160	2264115	06095	5952	Advertising/Media Serv	12/18/2024	645707	75.18
	COL-NE-1003502	2268316	06095	5952	Advertising/Media Serv	1/22/2025	645991	83.66

**West Haymarket Joint Public Agency**  
**Payment Register by Payee**  
**Payment Dates Novemeber 2024 - March 2025**

Payee	Remark	Document Number	Business Unit	Obj Acct	BU / Object Code Description	Payment Date	Payment Number	Amount
<b>Total - Column Software PBC - 630898</b>								<b>158.84</b>
<b>County/City Property Management - 77921</b>								
	Acct #209-1 10/24	2260022	06095	5261	Postage	11/14/2024	213048	139.51
	Acct #209-1 11/24	2263072	06095	5261	Postage	12/12/2024	214014	397.66
	Acct #209-1 12/24	2267298	06095	5261	Postage	1/16/2025	215280	133.09
	Acct #209-1 01/25	2270274	06095	5261	Postage	2/13/2025	216460	404.61
	Acct #209-1 02/25	2273065	06095	5261	Postage	3/13/2025	217512	509.38
<b>Total - County/City Property Management - 77921</b>								<b>1,584.25</b>
<b>District Energy Corporation - 588846</b>								
	Customer Id 0005	2260837	06095	5835	Thermal Heating & Cooling	11/21/2024	213391	242,673.25
	Customer Id 0005	2264112	06095	5835	Thermal Heating & Cooling	12/19/2024	214436	250,062.00
	Customer Id	2267288	06095	5835	Thermal Heating & Cooling	1/16/2025	215376	273,112.00
	Customer Id 0005	2270275	06095	5835	Thermal Heating & Cooling	2/13/2025	216541	281,484.10
	Customer Id 0005	2274243	06095	5835	Thermal Heating & Cooling	3/20/2025	217894	275,031.80
<b>Total - District Energy Corporation - 588846</b>								<b>1,322,363.15</b>
<b>DLR Group Inc a Nebraska Corporation - 249308</b>								
	PBA - Promotors Lounge Reno	2259001	06095	6132	Buildings	11/7/2024	212822	7,500.00
<b>Total - DLR Group Inc a Nebraska Corporation - 249308</b>								<b>7,500.00</b>
<b>Evolv Technologies Inc - 632598</b>								
	Pinnacle Bank Arena	2260840	06095	5870	Other Bldg Maintenance	11/21/2024	213529	109,426.24
<b>Total - Evolv Technologies Inc - 632598</b>								<b>109,426.24</b>
<b>First Data Corp (a subsidiary of Fiserv) - 632099</b>								
	Customer #9093269	2265319	06095	5870	Other Bldg Maintenance	1/9/2025	215226	97,800.00
<b>Total - First Data Corp (a subsidiary of Fiserv) - 632099</b>								<b>97,800.00</b>
<b>Forvis Mazars LLP - 406174</b>								
	WHJPA #0081643	2265807	06095	5624	Auditing Service	1/2/2025	214944	19,200.00
<b>Total - Forvis Mazars LLP - 406174</b>								<b>19,200.00</b>
<b>Greiner Process Service LLC - 178183</b>								
	Service date 12/5/24	2265323	06095	5635	Delivery Service	1/8/2025	645841	282.00
<b>Total - Greiner Process Service LLC - 178183</b>								<b>282.00</b>

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Payee	Remark	Document Number	Business Unit	Obj Acct	BU / Object Code Description	Payment Date	Payment Number	Amount
<b>Heartland Natural Gas LLC - 632804</b>								
	277 Pinnacle Arena Dr	2265805	06095	5825	Natural Gas	1/2/2025	215028	0.41
	277 Pinnacle Arena Dr	2265804	06095	5825	Natural Gas	1/2/2025	215028	101.34
	277 Pinnacle Arena Dr	2268796	06095	5825	Natural Gas	1/30/2025	216207	214.16
	277 Pinnacle Arena Dr	2271977	06095	5825	Natural Gas	3/6/2025	217470	191.87
<b>Total - Heartland Natural Gas LLC - 632804</b>								<b>507.78</b>
<b>Lancaster County Treasurer - 77462</b>								
	Maintenance WHJPA	2267290	06095	5856	City Share Linc Center Maint	1/16/2025	215279	10,416.11
	Maintenance WHJPA	2267291	06095	5856	City Share Linc Center Maint	1/16/2025	215279	256.38
	Maintenance WHJPA	2267292	06095	5856	City Share Linc Center Maint	1/16/2025	215279	1,501.57
	Maintenance WHJPA	2267293	06095	5856	City Share Linc Center Maint	1/16/2025	215279	3,021.36
	Maintenance WHJPA	2267294	06095	5856	City Share Linc Center Maint	1/16/2025	215279	2,797.51
	Maintenance WHJPA	2267295	06095	5856	City Share Linc Center Maint	1/16/2025	215279	261.84
	Maintenance WHJPA	2267296	06095	5856	City Share Linc Center Maint	1/16/2025	215279	3,195.65
	Maintenance WHJPA	2267297	06095	5856	City Share Linc Center Maint	1/16/2025	215279	243.22
<b>Total - Lancaster County Treasurer - 77462</b>								<b>21,693.64</b>
<b>Lincoln Electric System - 53356</b>								
	200 N 7th St	2259000	06095	5821	Electricity - Bldg & Grnds	11/7/2024	212766	133.47
	277 Pinnacle Arena Drive	2258999	06095	5821	Electricity - Bldg & Grnds	11/7/2024	212766	242.18
	605 N 8th St PK LOT LGH	2258998	06095	5821	Electricity - Bldg & Grnds	11/7/2024	212766	52.30
	200 N 7th St	2262074	06095	5821	Electricity - Bldg & Grnds	12/5/2024	213847	132.50
	277 Pinnacle Arena Dr	2262073	06095	5821	Electricity - Bldg & Grnds	12/5/2024	213847	285.54
	605 N 8th St PK Lot LGH	2262072	06095	5821	Electricity - Bldg & Grnds	12/5/2024	213847	50.79
	605 N 8th ST PK LOT LGH	2266391	06095	5821	Electricity - Bldg & Grnds	1/9/2025	215054	53.03
	277 Pinnacle Arena Dr	2266392	06095	5821	Electricity - Bldg & Grnds	1/9/2025	215054	438.24
	200 N 7th St	2266393	06095	5821	Electricity - Bldg & Grnds	1/9/2025	215054	132.50
	605 N 8TH ST PK LOT LGH	2269348	06095	5821	Electricity - Bldg & Grnds	2/6/2025	216236	60.12
	277 Pinnacle Arena Dr	2269351	06095	5821	Electricity - Bldg & Grnds	2/6/2025	216236	508.90
	200 N 7th St	2269352	06095	5821	Electricity - Bldg & Grnds	2/6/2025	216236	153.93
	277 Pinnacle Arena Drive	2273062	06095	5821	Electricity - Bldg & Grnds	3/13/2025	217496	475.59
	200 N 7TH ST	2273063	06095	5821	Electricity - Bldg & Grnds	3/13/2025	217496	141.19
	605 N 8TH ST PK LOT LGH	2273061	06095	5821	Electricity - Bldg & Grnds	3/13/2025	217496	56.40
<b>Total - Lincoln Electric System - 53356</b>								<b>2,916.68</b>
<b>Lincoln Water System - 98415</b>								
	277 Pinnacle Arena Dr	2265321	06095	5830	Water	1/8/2025	645835	263.52
	277 Pinnacle Arena Dr	2271787	06095	5830	Water	2/26/2025	646208	276.70
<b>Total - Lincoln Water System - 98415</b>								<b>540.22</b>
<b>Midwest Alarm Services - 620543</b>								



**West Haymarket Joint Public Agency**  
**Payment Register by Payee**  
**Payment Dates Novemeber 2024 - March 2025**

Payee	Remark	Document Number	Business Unit	Obj Acct	BU / Object Code Description	Payment Date	Payment Number	Amount
	Amtrak Dec 2024	2260827	06095	5683	Fire Alarm Monitoring	11/21/2024	213459	33.90
	Amtrak 12/11/24	2264113	06095	5870	Other Bldg Maintenance	12/19/2024	214495	97.00
	Amtrak Jan 2025	2264114	06095	5683	Fire Alarm Monitoring	12/19/2024	214495	30.00
	Amtrak Feb 2025	2267303	06095	5683	Fire Alarm Monitoring	1/16/2025	215435	30.00
	Customer 900508-11	2269340	06095	5683	Fire Alarm Monitoring	2/6/2025	216359	100.00
	Amtrak Mar 2025	2271788	06095	5683	Fire Alarm Monitoring	2/27/2025	217165	30.00
	Amtrak Apr 2025	2275106	06095	5683	Fire Alarm Monitoring	3/27/2025	218228	30.00
<b>Total - Midwest Alarm Services - 620543</b>								<b>350.90</b>
<b>Mitsubishi Electric Power Product Inc</b>								
	Pinnacle Bank Scoreboard	2273069	06095	6132	Buildings	3/13/2025	217567	840,684.50
<b>Total - Mitsubishs Electric Power Products Inc</b>								<b>840,684.50</b>
<b>Olsson Inc - 37233</b>								
	PBA - Apollo Upgrade SFX	2261493	06095	6076	Miscellaneous Equipment	11/27/2024	213680	29,000.00
<b>Total - Musco Corporation - 603682</b>								<b>29,000.00</b>
<b>Olsson Inc - 37233</b>								
	WHJPA Environmental Services	2269342	06095	5628	Consultant Services	2/6/2025	216230	1,264.25
	WHJPA Environmental Services	2269343	06095	5628	Consultant Services	2/6/2025	216230	890.25
	Lincoln Ped Bridge	2271688	06095	5628	Consultant Services	2/27/2025	217020	12,606.71
	Lincoln Ped Bridge	2271689	06095	5628	Consultant Services	2/27/2025	217020	9,550.61
<b>Total - Olsson Inc - 37233</b>								<b>24,311.82</b>
<b>Project Control of Texas, Inc - 598263</b>								
	Project Management Services	2260027	06095	5621	Misc Contractual Services	11/14/2024	213134	1,474.50
	Project Management Services	2263085	06095	5621	Misc Contractual Services	12/12/2024	214133	709.50
	Project Management Services	2267304	06095	5621	Misc Contractual Services	1/16/2025	215386	2,554.40
	Project Management Services	2271685	06095	5621	Misc Contractual Services	2/27/2025	217111	601.50
	Project Management Services	2274234	06095	5621	Misc Contractual Services	3/20/2025	217905	957.00
<b>Total - Project Control of Texas, Inc - 598263</b>								<b>6,296.90</b>
<b>Secretary of State - 89156</b>								
	WHJPA Biennial Report 25-26	2269339	06095	5993	Fees Paid to State of NE	2/5/2025	646038	30.00
<b>Total - Secretary of State - 89156</b>								<b>30.00</b>
<b>SGH Redglaze Holdings Inc - 624096</b>								
	Amtrak Service Call	2265320	06095	5870	Other Bldg Maintenance	1/9/2025	215183	1,311.00
<b>Total - SGH Redglaze Holdings Inc - 624096</b>								<b>1,311.00</b>

**West Haymarket Joint Public Agency**  
**Payment Register by Payee**  
**Payment Dates Novemeber 2024 - March 2025**

Payee	Remark	Document Number	Business Unit	Obj Acct	BU / Object Code Description	Payment Date	Payment Number	Amount
<b>SMG US MIDCO 2 INC - 632820</b>								
	Incentive Fee 8/31/24	2265317	06095	5643	Management Services	1/9/2025	215237	213,137.00
<b>Total - SMG US MIDCO 2 INC - 632820</b>								<b>213,137.00</b>
<b>Cornhusker State Industries - 486565</b>								
	Account 567850	2263070	06095	5763	Printing	12/11/2024	645597	132.30
<b>Total - Cornhusker State Industries - 486565</b>								<b>132.30</b>
<b>Union Bank &amp; Trust Co - 234392</b>								
	WHJPA 2019 12/23-11-24	2263073	06095	6233	Bd Trustee Pmt-Serv Chg	12/11/2024	645578	624.00
	WHJPA Series 2010C 1/24-12/24	2267300	06095	6233	Bd Trustee Pmt-Serv Chg	1/15/2025	645895	524.00
	WHJPA Series 2010B 1/24-12/24	2267301	06095	6233	Bd Trustee Pmt-Serv Chg	1/15/2025	645895	524.00
	WHJPA Series 2013 1/24-12/24	2267302	06095	6233	Bd Trustee Pmt-Serv Chg	1/15/2025	645895	524.00
<b>Total - Union Bank &amp; Trust Co - 234392</b>								<b>2,196.00</b>
<b>Union Bank &amp; Trust Company - 324566</b>								
	WHJPA Series 2019 12/24	2262082	195051	6235	Bd Trustee Pmt-Interest	12/4/2024	645531	1,316,268.11
	WHJPA Series 2019 12/24	2262082	195051	6234	Bd Trustee Pmt-Principal	12/4/2024	645531	3,980,000.00
	WHJPA Series 2013 12/24	2262081	195041	6235	Bd Trustee Pmt-Interest	12/4/2024	645531	454,973.29
	WHJPA Series 2013 12/24	2262081	195041	6234	Bd Trustee Pmt-Principal	12/4/2024	645531	760,000.00
	WHJPA Series 2010C 12/24	2262080	195021	6235	Bd Trustee Pmt-Interest	12/4/2024	645531	1,080,442.51
	WHJPA Series 2010B 12/24	2262078	195021	6235	Bd Trustee Pmt-Interest	12/4/2024	645531	1,635,176.38
	WHJPA Series 2010B 12/24	2262078	195021	6234	Bd Trustee Pmt-Principal	12/4/2024	645531	2,750,000.00
	WHJPA Series 2010A 12/24	2262076	195011	6235	Bd Trustee Pmt-Interest	12/4/2024	645531	2,135,967.77
	WHJPA Series 2010A 12/24	2262076	195011	6234	Bd Trustee Pmt-Principal	12/4/2024	645531	2,750,000.00
<b>Total - Union Bank &amp; Trust Company - 324566</b>								<b>16,862,828.06</b>
<b>Vasa Construction Inc - 610693</b>								
	West Haymarket Streetscapes	2262717	06095	6140	Grounds Improvements	12/12/2024	214163	250.00
<b>Total - Vasa Construction Inc - 610693</b>								<b>250.00</b>
<b>Western Waterproofing Company of America - 614055</b>								
	WHJPA PBA Ramp Restoration	2267289	06095	6132	Buildings	1/16/2025	215415	6,329.00
<b>Total - Western Waterproofing Company of America - 614055</b>								<b>6,329.00</b>
<b>Windstream Holdings II LLC - 631005</b>								
	402-477-6387	2260021	06095	5829	Telephone	11/14/2024	213249	144.07
	402-477-6387	2263071	06095	5829	Telephone	12/12/2024	214291	145.04
	402-477-6387	2267299	06095	5829	Telephone	1/16/2025	215511	144.64
	402-477-6387	2270276	06095	5829	Telephone	2/13/2025	216669	144.91

**West Haymarket Joint Public Agency**  
**Payment Register by Payee**  
**Payment Dates Novemeber 2024 - March 2025**

<b>Payee</b>	<b>Remark</b>	<b>Document Number</b>	<b>Business Unit</b>	<b>Obj Acct</b>	<b>BU / Object Code Description</b>	<b>Payment Date</b>	<b>Payment Number</b>	<b>Amount</b>
	402-477-6387	2273068	06095	5829	Telephone	3/13/2025	217734	144.91
<b>Total - Windstream Holdings II LLC - 631005</b>								<b>723.57</b>
<b>Grand Total</b>								<b>22,650,412.43</b>

**West Haymarket Joint Public Agency  
Operating Expenditure Report  
For the period ending 03/31/2025**

<b>Fund Group</b>	<b>Original Budget YTD March 2025</b>	<b>Prior Year Carryover and Revisions YTD March 2025</b>	<b>Total Budget YTD March 2025</b>	<b>Actual YTD March 2025</b>	<b>Encumbered YTD March 2025</b>	<b>Available Balance</b>
<b>51 - JPA</b>						
<b>00950 - West Haymarket Revenue</b>						
<b>11 - Materials &amp; Supplies</b>						
5221. - Office Supplies	250.00	0.00	250.00	0.00	0.00	250.00
5261. - Postage	3,000.00	0.00	3,000.00	2,173.38	0.00	826.62
5323. - Bldg Maint Supplies	500.00	0.00	500.00	0.00	0.00	500.00
5420. - Minor Equipment	815,000.00	0.00	815,000.00	336,747.27	0.00	478,252.73
<b>Total - 11 - Materials &amp; Supplies</b>	<b>818,750.00</b>	<b>0.00</b>	<b>818,750.00</b>	<b>338,920.65</b>	<b>0.00</b>	<b>479,829.35</b>
<b>12 - Other Services &amp; Charges</b>						
5621. - Misc Contractual Services	935,254.00	14,041.25	949,295.25	600,919.72	43,721.10	304,654.43
5624. - Auditing Service	25,200.00	0.00	25,200.00	19,200.00	0.00	6,000.00
5628. - Consultant Services	28,320.00	30,198.77	58,518.77	27,083.66	0.00	31,435.11
5631. - Data Processing Service	786.00	0.00	786.00	0.00	0.00	786.00
5635. - Delivery Service	500.00	0.00	500.00	327.00	0.00	173.00
5643. - Management Services	1,872,000.00	0.00	1,872,000.00	1,450,637.00	0.00	421,363.00
5643.61 - Deck 1 Mgmt Services	831,704.00	0.00	831,704.00	370,378.18	0.00	461,325.82
5643.62 - Deck 2 Mgmt Services	596,667.00	0.00	596,667.00	279,955.75	0.00	316,711.25
5643.63 - Deck 3 Mgmt Services	618,922.00	0.00	618,922.00	325,331.56	0.00	293,590.44
5643.65 - West Depot Mgmt Services	0.00	0.00	0.00	17,919.18	0.00	-17,919.18
5683.04 - Snow Removal	500.00	0.00	500.00	0.00	0.00	500.00
5683.05 - Fire Alarm Monitoring	650.00	0.00	650.00	355.60	0.00	294.40
5762. - Photocopying	300.00	0.00	300.00	8.64	0.00	291.36
5763. - Printing	200.00	0.00	200.00	232.45	0.00	-32.45
5783. - General Liability	28,426.00	0.00	28,426.00	28,426.00	0.00	0.00
5786. - Property	289,336.00	0.00	289,336.00	289,336.00	0.00	0.00
5794. - Public Officials	27,479.00	0.00	27,479.00	27,479.00	0.00	0.00
5795. - Misc Insurance Floater	4,030.00	0.00	4,030.00	4,030.00	0.00	0.00
5821. - Electricity - Bldg & Grnds	8,000.00	0.00	8,000.00	3,548.05	0.00	4,451.95
5825. - Natural Gas	2,000.00	0.00	2,000.00	1,178.30	0.00	821.70
5829. - Telephone	1,600.00	0.00	1,600.00	1,010.21	0.00	589.79
5830. - Water	1,800.00	0.00	1,800.00	799.40	0.00	1,000.60
5835. - Thermal Heating & Cooling	3,030,000.00	0.00	3,030,000.00	1,814,481.65	0.00	1,215,518.35
5856. - City Share Linc Center Maint	23,000.00	0.00	23,000.00	21,693.64	0.00	1,306.36
5862. - Grounds Maintenance	15,000.00	0.00	15,000.00	0.00	0.00	15,000.00
5870. - Other Bldg Maintenance	1,600,190.00	0.00	1,600,190.00	799,585.91	0.00	800,604.09
5928. - Rent of Co/City Bldg Space	1,034.00	0.00	1,034.00	1,138.20	0.00	-104.20
5931. - Parking Rent Bldg Comm	105.00	0.00	105.00	0.00	0.00	105.00
5952. - Advertising/Media Serv	400.00	0.00	400.00	158.84	0.00	241.16
5977. - Fees/Licenses/Titles/Permits	0.00	0.00	0.00	485.10	0.00	-485.10
5988. - Transfer of Funds	1,500,000.00	0.00	1,500,000.00	0.00	0.00	1,500,000.00
5993. - Fees Paid to State of NE	55.00	0.00	55.00	55.00	0.00	0.00
5996. - Credit Card/Bank Fees	7,500.00	0.00	7,500.00	459.68	0.00	7,040.32
<b>Total - 12 - Other Services &amp; Charges</b>	<b>11,450,958.00</b>	<b>44,240.02</b>	<b>11,495,198.02</b>	<b>6,086,213.72</b>	<b>43,721.10</b>	<b>5,365,263.20</b>

**West Haymarket Joint Public Agency  
Operating Expenditure Report  
For the period ending 03/31/2025**

<b>Fund Group</b>	<b>Original Budget YTD March 2025</b>	<b>Prior Year Carryover and Revisions YTD March 2025</b>	<b>Total Budget YTD March 2025</b>	<b>Actual YTD March 2025</b>	<b>Encumbered YTD March 2025</b>	<b>Available Balance</b>
<b>13 - Capital Outlay - Equipment</b>						
6076. - Miscellaneous Equipment	852,667.00	0.00	852,667.00	315,298.25	0.00	537,368.75
<b>Total - 13 - Capital Outlay - Equipment</b>	<b>852,667.00</b>	<b>0.00</b>	<b>852,667.00</b>	<b>315,298.25</b>	<b>0.00</b>	<b>537,368.75</b>
<b>14 - Capital Outlay - Improvements</b>						
6132. - Buildings	7,632,000.00	57,433.43	7,689,433.43	1,414,105.20	96,000.84	6,179,327.39
6140. - Grounds Improvements	700,000.00	236,650.00	936,650.00	17,175.00	0.00	919,475.00
6142. - Sewer System	97,200.00	0.00	97,200.00	0.00	0.00	97,200.00
<b>Total - 14 - Capital Outlay - Improvements</b>	<b>8,429,200.00</b>	<b>294,083.43</b>	<b>8,723,283.43</b>	<b>1,431,280.20</b>	<b>96,000.84</b>	<b>7,196,002.39</b>
<b>15 - Debt Service</b>						
6233. - Bd Trustee Pmt-Serv Chg	2,720.00	0.00	2,720.00	2,720.00	0.00	0.00
6234. - Bd Trustee Pmt-Principal	10,240,000.00	0.00	10,240,000.00	10,240,000.00	0.00	0.00
6235. - Bd Trustee Pmt-Interest	13,062,695.00	0.00	13,062,695.00	6,622,828.06	0.00	6,439,866.94
<b>Total - 15 - Debt Service</b>	<b>23,305,415.00</b>	<b>0.00</b>	<b>23,305,415.00</b>	<b>16,865,548.06</b>	<b>0.00</b>	<b>6,439,866.94</b>
<b>Total - 00950 - West Haymarket Revenue</b>	<b>44,856,990.00</b>	<b>338,323.45</b>	<b>45,195,313.45</b>	<b>25,037,260.88</b>	<b>139,721.94</b>	<b>20,018,330.63</b>
<b>Total - 51 - JPA</b>	<b>44,856,990.00</b>	<b>338,323.45</b>	<b>45,195,313.45</b>	<b>25,037,260.88</b>	<b>139,721.94</b>	<b>20,018,330.63</b>
<b>Grand Total</b>	<b>44,856,990.00</b>	<b>338,323.45</b>	<b>45,195,313.45</b>	<b>25,037,260.88</b>	<b>139,721.94</b>	<b>20,018,330.63</b>

**West Haymarket Joint Public Agency**  
**Statement of Revenues and Expenditures**  
As of 03/31/2025

	JPA Fund 950	JPA Fund 951	JPA Funds 952-956	JPA Total
<b>Revenues:</b>				
Occupation Taxes	13,174,221.10			13,174,221.10
Intergovernmental	1,704,323.39			1,704,323.39
Permits & Fees - P/F	5,795.00			5,795.00
Reimbursement for Serv -R/S	1,329,367.64			1,329,367.64
Interest	1,523,286.23	34,277.66		1,557,563.89
Suite and Premium Seating	639,429.93			639,429.93
Facility Lease & Other Rent	54,211.78			54,211.78
Parking Revenue - R/S	2,550,891.06			2,550,891.06
Naming Rights & Sponsorship	1,250,413.00			1,250,413.00
Miscellaneous	16,585.85			16,585.85
<b>Total Revenue</b>	<b>22,248,524.98</b>	<b>34,277.66</b>		<b>22,282,802.64</b>
<b>Expenditures:</b>				
General Government	8,171,712.82			8,171,712.82
Debt Service-Service Charge	2,720.00			2,720.00
Debt Service P & I	16,862,828.06			16,862,828.06
<b>Total Expenditures</b>	<b>25,037,260.88</b>			<b>25,037,260.88</b>
<b>Excess (Deficiency) of Revenue Over Expenditures</b>	<b>(2,788,735.90)</b>	<b>34,277.66</b>		<b>(2,754,458.24)</b>
<b>Other Financing Sources (Uses):</b>				
<b>Total Other Financing Sources (Uses)</b>				
<b>Excess (Deficiency) of Revenues And Other Financing Sources Over Expenditures and Other Uses</b>	<b>(2,788,735.90)</b>	<b>34,277.66</b>		<b>(2,754,458.24)</b>
<b>Fund Balance Beginning of Year</b>				<b>51,475,755.72</b>
<b>Fund Balance End of Year</b>				<b>48,721,297.48</b>

PINNACLE BANK ARENA  
Income Statement  
For the Six Months Ending Friday, February 28, 2025

	Year to Date Actual	Year to Date Budget	Year to Date Variance	Annual Budget
<b>Direct Event Income</b>				
<b>Event Income</b>				
Rent	342,142	512,191	(170,049)	1,196,243
Service Income	698,855	1,358,850	(659,995)	2,659,550
Service Expense	(2,065,915)	(3,046,744)	980,829	(5,914,672)
<b>Total Direct Event Income</b>	<b>(1,024,918)</b>	<b>(1,175,703)</b>	<b>150,785</b>	<b>(2,058,879)</b>
<b>F&amp;B Revenue, Net</b>				
F & B Revenue (Net)	1,815,796	2,378,833	(563,037)	4,102,219
<b>Total F&amp;B Revenue, Net</b>	<b>1,815,796</b>	<b>2,378,833</b>	<b>(563,037)</b>	<b>4,102,219</b>
<b>Ticketing Revenue</b>				
Service Fee Revenue	524,729	996,188	(471,459)	1,982,675
Facility Fee Revenue	210,574	337,925	(127,350)	714,767
<b>Total Ticketing Revenue</b>	<b>735,303</b>	<b>1,334,112</b>	<b>(598,809)</b>	<b>2,697,442</b>
<b>Premium Event Related</b>				
Premium Revenue	15,000	35,400	(20,400)	63,650
<b>Total Premium Event Related</b>	<b>15,000</b>	<b>35,400</b>	<b>(20,400)</b>	<b>63,650</b>
<b>Ancillary Income</b>				
Merchandise	71,184	90,905	(19,721)	181,405
Event Parking	297,904	225,181	72,723	276,023
<b>Total Ancillary Income</b>	<b>369,088</b>	<b>316,086</b>	<b>53,002</b>	<b>457,428</b>
<b>Total Event Income</b>	<b>1,910,270</b>	<b>2,888,729</b>	<b>(978,459)</b>	<b>5,261,860</b>
<b>Non-Event Income</b>				
Other Operating Income	668,441	581,004	87,437	1,162,000
JPA Operational Increment	300,000	300,000	0	600,000
<b>Total Non-Event Income</b>	<b>968,441</b>	<b>881,004</b>	<b>87,437</b>	<b>1,762,000</b>
<b>Adjusted Gross Income</b>	<b>2,878,710</b>	<b>3,769,733</b>	<b>(891,022)</b>	<b>7,023,860</b>
<b>Indirect Expenses</b>				
Employee Salaries and Wages	2,517,029	2,474,553	(42,476)	2,703,507
Benefits	184,435	227,403	42,968	454,806
Less: Event Labor Allocations	(1,068,446)	(953,692)	114,754	(1,907,384)
All Other Operating Payroll	416,693	288,566	(128,128)	2,822,730
<b>Total Employee Wages and Benefits</b>	<b>2,049,712</b>	<b>2,036,830</b>	<b>(12,882)</b>	<b>4,073,660</b>
Fixed Costs	29,984	52,750	22,766	105,500
Operations	14,216	21,000	6,784	42,000
Utilities	573,618	600,500	26,882	1,201,000
Repair & Maintenance	742	2,500	1,758	5,000
IT	63,067	60,775	(2,292)	121,550
Other	76,429	77,000	571	154,000
Professional Services	7,584	24,425	16,841	48,850
Service Charges & Fees	121,130	138,750	17,620	277,500
Staff Related Costs	40,996	41,800	804	83,600
Supplies	27,052	91,700	64,648	183,400
Insurance	274,107	216,500	(57,607)	433,000
T&E	10,167	26,400	16,233	52,800
Venue Management Fee	119,979	121,000	1,021	242,000
<b>Total Operating Expenses</b>	<b>3,408,782</b>	<b>3,511,930</b>	<b>103,148</b>	<b>7,023,860</b>
<b>Net Income (Loss)</b>	<b>(530,072)</b>	<b>257,803</b>	<b>(787,874)</b>	<b>(0)</b>
Beginning Retained Earnings	3,731,472	3,731,472	0	3,731,472
Net Income (Loss)	(530,072)	257,803	(787,874)	0
WHJPA Draw Per WH 24-43	(600,000)	0	(600,000)	0
<b>Ending Retained Earnings</b>	<b>2,601,401</b>	<b>3,989,275</b>	<b>(1,387,874)</b>	<b>3,731,472</b>



**West Haymarket Joint Public Agency**  
**Fiscal Year to Date Arena Occupation Tax Summary**  
**As of 3/31/2025**

**Fiscal Year to Date Comparison**

YTD Occupation taxes	\$	13,174,221	
Prior YTD	\$	12,692,126	
Difference	\$	482,095	3.80%

**Budget vs Original Projection**

FY 2024-25 Budget	\$	22,767,629	
2025 Original Projection*	\$	15,586,000	
Excess of current budget over original projection	\$	7,181,629	46.08%

Corresponding year in original projections\* 2044

**Inception to Date Comparison**

ITD Occupation Taxes Collected	\$	238,204,598	
ITD Original Projections	\$	191,595,500	
Excess of Actual over Original Projections	\$	46,609,098	24.33%

**RESOLUTION NO.**

1           BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public  
2 Agency:

3           That the attached Contract between the West Haymarket Joint Public Agency and AXS  
4 Digital, LLC dba Carbonhouse, for Pinnacle Bank Arena and Pinewood Bowl Theater website  
5 redesign, for a total amount not to exceed \$80,000.00, pursuant to RFP No. 24-206, is hereby  
6 approved and the Chairperson of the West Haymarket Joint Public Agency Board of  
7 Representatives is hereby authorized to execute said Contract.

Adopted this \_\_\_\_\_ day of April, 2025.

Introduced by:

Approved as to Form & Legality:

\_\_\_\_\_  
West Haymarket Joint Public Agency  
Board of Representatives

\_\_\_\_\_  
Legal Counsel for  
West Haymarket Joint Public Agency

\_\_\_\_\_  
Leirion Gaylor Baird

\_\_\_\_\_  
Tim Clare

\_\_\_\_\_  
Tom Beckius

## West Haymarket Joint Public Agency Signature Page

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### CONTRACT

Pinnacle Bank Arena/Pinewood Bowl Theater Website Redesign

RFP No. 24-206

West Haymarket Joint Public Agency

AXS Digital, LLC dba Carbonhouse

### EXECUTION BY THE WEST HAYMARKET JOINT PUBLIC AGENCY

#### West Haymarket Joint Public Agency

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Leirion Gaylor Baird, Mayor  
Chairperson of the West Haymarket Joint Public Agency  
Board of Representatives

Approved Order No. \_\_\_\_\_

dated \_\_\_\_\_

# **CONTRACT DOCUMENTS**

**West Haymarket Joint Public Agency  
Lincoln, Nebraska**

**Pinnacle Bank Arena/Pinewood Bowl Theater  
Website Redesign  
RFP No. 24-206**

**AXS Digital, LLC  
dba Carbonhouse  
5727 Westpark Drive, Suite 108  
Charlotte, NC 28217  
704-333-5800**

**West Haymarket Joint Public Agency  
Lincoln, Nebraska  
Contract Agreement**

THIS CONTRACT, made and entered into by and between **AXS Digital, LLC dba Carbonhouse, 5727 Westpark Drive, Suite 108, Charlotte, NC 28217**, hereinafter called the Contractor, and West Haymarket Joint Public Agency, Lincoln, Nebraska, hereinafter called JPA.

WHEREAS, JPA has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

**Pinnacle Bank Arena/Pinewood Bowl Theater Website Redesign, Bid No. 24-206**

WHEREAS, the Contractor, in response to such advertisement, has submitted to JPA, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, JPA, in the manner prescribed by law has examined and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and JPA have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute, construct, and complete all Work included in and covered by JPA's award of this Contract to the Contractor, such award being based on the acceptance by JPA of the Contractor's Proposal, or part thereof, as follows:

**Agreement to BAFO and Cost Detail Page – Attachment A**

2. The JPA agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by JPA:

**The JPA will pay for products/services, according to the BAFO Cost Proposal pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract for a total of \$80,000.00.**

3. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-VERIFY: In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise 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 pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5a. TERMINATION FOR CAUSE

- a) JPA may terminate the Contract if the Contractor:
1. Refuses or fails to supply enough properly skilled workers or proper materials;
  2. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
  3. Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
  4. Otherwise commits a substantial breach of any provision of the Contract Documents.
- b) When any of the above reasons exist, JPA without prejudice to any other rights or remedies of JPA may (after giving the Contractor and the Contractor's surety, if any, seven days' written notice) terminate employment of the Contractor. In addition JPA may (subject to any prior rights of the surety):
1. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
  2. Accept assignment of subcontracts; and
  3. Finish the Work by whatever reasonable method JPA may deem expedient.
- c) If the Contract is terminated by JPA as provided in this section, Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by JPA.
- d) If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for JPA staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to JPA.
- e) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination has been issued for the convenience of JPA.
- f) No termination or action taken by JPA after termination shall prejudice any other rights or remedies of JPA provided by law or by the Contract Documents upon such termination; and JPA may proceed against Contractor to recover all losses suffered by JPA.

5b. TERMINATION BY JPA FOR CONVENIENCE

- a) JPA may at its option, terminate this Contract in whole or in part at any time without cause by written notice thereof to the Contractor.
- b) Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, JPA shall pay Contractor in accordance with this Paragraph. The provisions of the Contract which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination to the extent provided in such provisions.
- c) Upon receipt of any such notice of termination, the Contractor shall, unless the Notice directs otherwise, immediately:
1. Discontinue the Work to the extent specified by JPA;

2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of that portion of the Work, if any, JPA has directed not to be discontinued;
  3. Promptly make every reasonable effort to procure cancellation upon satisfactory terms as determined by JPA of all orders and subcontracts not related to that portion of the Work, if any, JPA has directed not to be discontinued;
  4. Do only such other activity as may be necessary to preserve and protect work already in progress and to protect materials and plants and equipment on the Project Site or in transit thereto.
- d) Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
  - e) Upon termination, JPA shall pay the Contractor the full cost of all Work properly done by the Contractor to the date of termination not previously paid for by JPA. If at the date of such termination the Contractor has properly prepared or fabricated off site any goods for subsequent incorporation in the Work, JPA may direct the Contractor to deliver such goods to the Site or to such other place as JPA may reasonably determine, whereupon JPA shall pay to the Contractor the cost for such goods and materials.
  - f) Upon such termination, JPA shall pay to Contractor the sum of the following:
    1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
    2. Previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Work.
    3. Any proven losses with respect to materials and equipment directly resulting from such termination.
    4. Reasonable demobilization costs.
  - g) The above payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by JPA pursuant to this provision; and Contractor will be entitled to no other compensation or damages and expressly waives same.
6. **INDEPENDENT CONTRACTOR:** It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of JPA and employees of JPA shall not be deemed to be employees of the Contractor. The Contractor and JPA shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor JPA's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. **FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION:** In accordance with the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. §73-901 to §73-907, a public entity shall require a company that submits a bid, or proposal, or enters into any contract or contract renewal with any public entity, to certify that the company is not a scrutinized company and will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company. As such the Contractor agrees to do one of the following:
- (A) If the Contractor is providing technology related goods or services under the Act, Contractor agrees to complete and sign a [Certification Form](#) as provided by the JPA certifying that the Contractor is not a scrutinized company and attach it to the Agreement; or
  - (B) If the Contractor is not providing technology related goods or services under the Act, Contractor agrees to complete and sign a [Certification Form](#) as provided by the JPA certifying that the Contractor is not providing such services and is not subject to the Act; or
  - (C) If the Contractor is providing technology related goods under the Act, and Contractor is a scrutinized company that qualifies under Neb. Rev. Stat. §73-906(2) as an exception for the provision of manufactured goods only, Contractor agrees to complete and sign a [Certification Form](#) as provided



by the JPA certifying that the contractor is a scrutinized company that meets the exception provided under the Act.

8. **PERIOD OF PERFORMANCE:** The contract shall become effective upon WHJPA Board/Execution of Contract. The project shall be completed within eighteen (18) weeks of the contract execution date. The initial term of the contract shall be one (1) year with the option to renew for an additional five (5) one (1) year terms.
9. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Terms
  2. BAFO Response Cost Proposal – Attachment A
  3. Supplier Response/Proposal
  4. Request for Proposal Document
  5. Foreign Adversary Contracting Prohibition Act Certification Form
  6. Insurance Requirements
  7. Certificate of Insurance and Endorsements
  8. Sales Tax Exemption Forms 13 & 17

\* If the project includes paving, water, sewer, sidewalk, lighting or traffic signal work, JPA Standard Specifications for Municipal Construction will apply, which are on file in the office of JPA Clerk. Copies may be obtained at the Office of the City Engineer.

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and JPA hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

## Vendor Signature Page

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**CONTRACT**  
**Pinnacle Bank Arena/Pinewood Bowl Theater Website Redesign**  
**RFP No. 24-206**  
**West Haymarket Joint Public Agency**  
**AXS Digital, LLC dba Carbonhouse**

**EXECUTION BY CONTRACTOR**

**IF A CORPORATION:**

Attest:

\_\_\_\_\_  
Secretary Seal

AXS Digital, LLC dba carbonhouse

\_\_\_\_\_  
Name of Corporation

5727 Westpark Drive, Suite 108 Charlotte NC 28217

\_\_\_\_\_  
Address

By: Brandon Ruess  
Duly Authorized Official

\_\_\_\_\_  
President, carbonhouse

\_\_\_\_\_  
Legal Title of Official

**IF OTHER TYPE OF ORGANIZATION:**

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

**IF AN INDIVIDUAL:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

**BAFO / COST PROPOSAL**

**Pinnacle Bank Arena / Pinewood Bowl Theater  
Website Redesign  
Request for Proposal Number 24-206**

Deliverable Cost Breakdown: Please indicate total fixed price for each Deliverable category. If desired, the bidder may breakdown each category in more detail. The deliverables will be paid as fixed payments upon completion and acceptance of tasks contained in the deliverable. All costs necessary to satisfy the requirements of this RPF, including labor as well as non-labor associated costs, must be included in the pricing listed on this form.

<b>Base / Deliverables</b>	<b>Cost</b>
Definition Phase	\$10,000
Design Phase	\$10,000
Development Phase	\$10,000
Go Live, Deployment Phase	\$10,000
<b>TOTAL COST of DELIVERABLES</b>	\$40,000 Plus, what the City chooses from the Cost Proposal Detail page following

**Maintenance & Operations Annual Fees  
for Renewal Terms**

Note: Year One (1) will start with the Deployment/Go Live Deliverable.

	<b>Costs</b>
Renewal Term – Maintenance & Operations Annual Service (Year 1)	<u>\$9,600</u> _____ Annual
Renewal Term – Maintenance & Operations Annual Service (Year 2)	<u>\$9,600</u> _____ Annual
Renewal Term – Maintenance & Operations Annual Service (Year 3)	<u>\$9,600</u> _____ Annual
Renewal Term – Maintenance & Operations Annual Service (Year 4)	<u>\$9,600</u> _____ Annual
Renewal Term – Maintenance & Operations Annual Service (Year 5)	<u>\$9,600</u> _____ Annual
Renewal Term – Maintenance & Operations Annual Service (Year 6)	<u>\$9,600</u> _____ Annual
<b>TOTAL COST OF MAINTENANCE &amp; OPERATIONS</b>	<b><u>\$57,600 TOTAL</u></b>

Company Name \_\_\_\_\_ carbonhouse, LLC \_\_\_\_\_

## COST PROPOSAL

## COST PROPOSAL DETAIL

DESCRIPTION	FEE
<b>WEBSITE DETAILS</b>	
<ul style="list-style-type: none"> <li>• <b>Kick Off &amp; Sitemap:</b> Kick off with carbonhouse team. Consultation with client on sitemap with two (2) rounds of revisions. Additional rounds of revisions incur additional costs.</li> <li>• <b>Content:</b> Client responsible for providing website content prior to development.</li> <li>• <b>Design:</b> carbonhouse will consult with Client on design. Scope includes: <ul style="list-style-type: none"> <li>• 2-3 home page wireframes (2 rounds of revisions)</li> <li>• Upon home page wireframe approval, one (1) design with two (2) iterations. Design iterations may include a different background, header or navigation design. The client will be asked to select a single direction, which will be further refined through up to two (2) additional revision rounds.</li> <li>• Event detail page and Event listing pages for review.</li> <li>• Upon approval, carbonhouse will move the project into production.</li> </ul> </li> </ul>	\$40,000 set-up
<b>HOSTING, LICENSE &amp; SUPPORT</b>	
Showtime CMS license, unlimited hosting, technical support (PER SLA) and training. Additional development requests, including database and design, will be quoted and billed at the current rate card. Monthly billing to begin two (2) weeks from Soft Launch.	\$800 per month
OPTIONAL ITEMS	FEE
TICKETMASTER EVENT FEED INTEGRATION	\$3,500 set-up
SATISFI AI CHATBOT INTEGRATION	N/C with Satisfi agreement
PREMIUM PANEL SYSTEM	\$15,000 set-up
LARGE EVENT CALENDAR WITH PRINTABLE FORMAT	\$2,500 set-up
<b>FLEXIBLE TILE SYSTEM</b> Flexible grid of various card styles to build out promotional areas including 4x4, 2x2, 1x1, 1x2 example: <a href="https://www.aso.org/home/style-guide-cards/">https://www.aso.org/home/style-guide-cards/</a> featured on home page, Watch & Listen, Education & Community pages	Included
<b>WEBSITE SEARCH OPTION</b> Basic - <a href="https://www.frontwavearena.com/">https://www.frontwavearena.com/</a> (Included) Advanced - <a href="https://www.budweisergardens.com/">https://www.budweisergardens.com/</a>	Advanced Search - \$3,000 set-up
INTERACTIVE VISITORS GUIDE MAP	\$2,500 set-up
HOME PAGE INTRO PANELS WITH VIDEO	\$2,500 set-up
GOOGLE EVENT DETAIL PAGE SCHEMA DATA AND BREADCRUMBS	\$2,500 set-up
<b>ADVANCED TICKET TYPE SYSTEM</b> Database driven system to feature non-primary ticket types such as VIP, Parking, Club Seating, and other ticket/package types. Includes display title, ticket date and timings, description, image (such as logo for offering), button labels, pre-sale checkbox, and on sale start/end dates	\$7,500 set-up
RELATED EVENTS (MANUALLY VS AUTOMATED VIA CATEGORIES)	\$3,500 set-up



LINCOLN



LANCASTER  
COUNTY

## 24-206 Addendum 1 carbonhouse AXS Digital, LLC Supplier Response

### Event Information

Number: 24-206 Addendum 1  
Title: Pinnacle Bank Arena/Pinewood Bowl Theater Website Redesign  
Type: Request for Proposal  
Issue Date: 11/15/2024  
Deadline: 12/11/2024 02:00 PM (CT)  
Notes: **NOTE: The cost proposal will be added to this RFP no later than end of day Tuesday, November 19th.**

### Contact Information

Contact: Sharon Mulder, Asst. Purchasing Agent  
Address: 440 South 8th Street  
Suite 200  
Lincoln, NE 68508  
Phone: (402) 441-7428  
Email: [smulder@lincoln.ne.gov](mailto:smulder@lincoln.ne.gov)

## carbonhouse Information

Contact: Brandon Lucas  
Address: 5727 Westpark Drive  
Suite 108  
Charlotte, NC 28217  
Phone: (704) 333-5800  
Email: blucas@carbonhouse.com  
Web Address: www.carbonhouse.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Brandon Lucas

*Signature*

*Submitted at 12/10/2024 11:45:06 AM (CT)*

blucas@carbonhouse.com

*Email*

## Requested Attachments

### Request for Proposal Response

RFP 24-206, Pinnacle Bank  
Arena- Pinewood Bowl Theater  
Website Redesign.pdf

Proposers must attach their Proposal in a .pdf format here. Note: Any proprietary information must be labeled in accordance with the instructions outlined in the RFP document and is to be attached as a separate document. Important: Do not place the Attachment 1 - Cost Proposal in this area. The Cost part of the response is to be placed in "Other Attachments" section.

### Foreign Adversary Contracting Prohibition Act Form

Foreign Adversary Contracting  
Prohibition Act Certification FF-S  
Form.pdf

Complete and upload the certification form in the Attachments tab in Ebid.

## Response Attachments

### RFP 24-206, Pinnacle Bank Arena - Pinewood Bowl Theater Website - Proprietary Information.pdf

Confidential and Proprietary information for our bid.

### Attachment 1 - Cost Proposal.pdf

Cost summary and cost detail

## Bid Attributes

### 1 Agreement to Addendum No. 1

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Vendor must acknowledge receipt of this addendum in the space provided at time of bid submission.

Be advised of the following clarifications and changes to the Specification and bidding documents:

1. Attached the Cost Proposal.

All other terms, conditions, and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

☒ Yes

### 2 RFP

I acknowledge reading, understanding and agree to the "Request for Proposal" document content and requirements.

☒ Yes

### 3 Insurance Requirements and Endorsements

Contractor agrees to provide required insurance coverage and comply with each provision listed in the **Insurance Requirements** attached in EBid. Submission of the **Certificate of Insurance** and the applicable **endorsements**. **Bidders are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid closing in order to expedite the contract execution process.**

☒ Yes

### 4 Draft Sample Contract

I acknowledge reading and understanding the draft sample contract.

☒ Yes

### 5 City = JPA

I acknowledge that wherever the City of Lincoln is referenced in this bid, it shall mean the West Haymarket Joint Public Agency (JPA).

☒ Yes

### 6 Request for Proposal Response

Proposers must attach their Proposal in a pdf format here. Note: Any proprietary information must be labeled in accordance with the instructions outlined in the RFP document and is to be attached as a separate document. Important: Do not place the Attachment 1 - Cost Proposal in this area. The Cost part of the response is to be placed in "Other Attachments" section below.

### 7 Assignment

Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of the City.

☒ Yes



**8 Foreign Adversary Contracting Prohibition Act**

I hereby understand and agree to comply with the requirements of the Foreign Adversary Prohibition Act and have completed and uploaded the certification form in the Response Attachments tab in Ebid.

If a Vendor indicates on such certification form that the company is a scrutinized company, the Vendor must meet the exception requirements under the Act and agrees to provide documentation to verify the exception requirements with the bid response.

Vendor further understands and agrees that any scrutinized company that violates the certification may be subject to action by the Nebraska Attorney General, civil penalty, and such violation may void the contract.

☒ Foreign Adversary Contracting Prohibition Act

**9 U.S. Citizenship Attestation**

**Is your company legally considered an Individual or Sole Proprietor: YES or NO**

As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at:  
<http://www.sos.ne.gov/business/notary/citizenforminfo.html>

All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.

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

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

NO. Company is a LLC

**10 Tax Exempt Certification Forms**

Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and an Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)

☒ Yes

# REDACTED

Pages 14-27 of attachment





























# RFP RESPONSE PROPOSAL

RFP 24-206,  
PINNACLE BANK ARENA/PINEWOOD BOWL  
THEATER WEBSITE REDESIGN

**PREPARED BY**

**Brandon Lucas**

President

[blucas@carbonhouse.com](mailto:blucas@carbonhouse.com)

**Ed Prescott**

Business Development

[eprescott@carbonhouse.com](mailto:eprescott@carbonhouse.com)

**PROPOSAL DATE**

**December 5, 2024**

Proposal valid for 120 days



## APPENDIX // EXHIBIT 1

# EXHIBIT 1

## EXHIBIT 1

If your company meets the minimum requirements as listed in this RFP under **Section I. F. "ESSENTIAL QUALIFICATIONS AND EXPERIENCE,"** then please complete this form and include it in the electronic response as indicated. Fill in your company name in the two areas listed below, sign, and date.

I have read and understand the ESSENTIAL QUALIFICATIONS AND EXPERIENCE requirements as outlined. I declare that our company, carbonhouse meets all said requirements in the capacity of the Company and not through the experience of our Subcontractors or staff experience acquired through previous employment at other companies.

carbonhouse is identified as the Contractor/Provider contractually obligated to perform all the requirements as listed in the above-referenced section of the RFP.

Further, our company understands and agrees that this form does not represent or replace any other submissions requested under Section IV.B.2. for **EXPERIENCE, PROPOSED STAFF MANAGEMENT APPROACH AND SUBCONTRACTORS** for the evaluation. The sole purpose of this form is to declare that our company meets the minimum qualifications and experience for acting in the capacity of the responsible party and to ascertain our company, regardless of Subcontractors and former experience of employees, is eligible for consideration in this RFP process.

I am an authorized signer to represent our company on this proclamation.



Authorized Company Representative

12/10/24

Date

## APPENDIX // LETTER OF INTEREST

# LETTER OF INTEREST



Dear Evaluation Committee,

Thank you for the opportunity to submit our response to your RFP for the websites. At carbonhouse, we specialize in creating event-driven websites tailored exclusively for arts organizations & venues, and the arts industry. With over 25 years of experience, we have partnered with hundreds of organizations to deliver custom web solutions that drive audience engagement, simplify content management, and optimize event promotion.

Our deep understanding of the challenges and opportunities unique to your industry sets us apart. We've built our reputation on providing:

1. **Industry-Specific Expertise** – Our solutions are designed for the dynamic needs of venues and event organizations, with features like seamless event integrations, mobile-optimized designs, and user-friendly interfaces.
2. **Scalable Technology** – Our platforms grow with your organization, ensuring your website remains modern, functional, and aligned with evolving industry trends.
3. **Proven Results** – Clients consistently see increased ticket sales, higher engagement rates, and improved operational efficiency.

We understand that your website is not just an online presence—it's a vital tool to connect with audiences, maximize revenue, and showcase the unique identity of your organization. carbonhouse is committed to delivering a solution that reflects your brand while meeting the practical demands of an event-driven website.

Enclosed, you'll find our detailed proposal outlining how we plan to exceed your expectations and deliver measurable results. Thank you for considering carbonhouse as your partner.

Sincerely,

Brandon Lucas  
President  
carbonhouse

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RFP // COMPANY &amp; EXPERIENCE, APPROACH, SUBCONTRACTORS, RESUMES

# COMPANY SUMMARY

**Company name, address, and telephone number**

carbonhouse LLC DBA carbonhouse  
5727 Westpark Drive, Suite 108  
Charlotte, North Carolina 28217  
(704)333-8500

**Years established and former names of your company**

Established 1999. carbonhouse, Inc. is only former name.

**Brief explanation on types of services your company is particularly qualified to perform;**

carbonhouse specializes in creating websites for venues. This includes design, development, hosting and support. All carbonhouse websites are on the showtime Content Management System.

**Average number of staff employed.**

carbonhouse employees 23 full-time employees. carbonhouse does not utilize subcontractors.

# EXPERIENCE, APPROACH, SUBCONTRACTORS & RESUMES

## SUMMARY OF PROPOSER'S EXPERIENCE

**KFC YUM CENTER**

Louisville Kentucky, <https://www.kfcyumcenter.com/>,  
Sandra Moran, [sandramoran@asmglobal.com](mailto:sandramoran@asmglobal.com)  
Website Sitemap, Sitemap, Design, Development, Deployment, Hosting and Support  
12 Years as a client  
Prime contractor for all elements

**BON SECOURS ARENA**

Greenville South Carolina, <https://www.bonsecoursarena.com/>,  
Grace Powlas, [gpowlas@bswarena.com](mailto:gpowlas@bswarena.com)  
Website Sitemap, Sitemap, Design, Development, Deployment, Hosting and Support  
8 Years as a client  
Prime contractor for all elements

**ADDITION FINANCIAL ARENA**

Orlando Florida, <https://www.additionfiarena.com/>,  
Jason Refermat, [jason.Refermat@oakviewgroup.com](mailto:jason.Refermat@oakviewgroup.com)  
Website Sitemap, Sitemap, Design, Development, Deployment, Hosting and Support  
1 Year as a client  
Prime contractor for all elements

# SUMMARY OF STAFF MANAGEMENT APPROACH AND SUBCONTRACTORS

## DESCRIPTION OF ITS PROPOSED APPROACH TO MANAGEMENT OF THE PROJECT.

For nearly 20 years, carbonhouse has specialized in delivering innovative websites tailored to the unique needs of the event and venue industry. Our singular focus on empowering event marketers through exceptional design and robust systems is embodied in our Showtime CMS, a platform built specifically to support the demands of our clients. With a proven track record of developing over 1,000 venue websites, our approach to project management emphasizes a linear and predictable process, ensuring clarity and confidence at every stage. Our commitment to precision, communication, and expertise guarantees the successful delivery of a website that aligns with your goals and supports your team's success.

## SUBCONTRACTORS

carbonhouse does not utilize subcontractors.

## TEAM RESUMES

Brandon Lucas, President, 18 years at carbonhouse

James Sack, Creative Director, 25 years at carbonhouse

Taylor Nall, Director of Development, 19 years at carbonhouse

Our team consists of project managers, designers, developers, platform engineers, support team members . Due to competitive nature of our business, no other project members information may be provided upon request. carbonhouse does not utilize subcontractors.

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## RFP // TECHNICAL PROPOSAL

# PROJECT REQUIREMENTS

<b>Provide Cloud Hosting Infrastructure</b> Capacity for massive on-sales, caching technologies, optimizing speed, and less than three- second load times for handling monumental ticketing demands of the world's most popular live events.	Included
<b>Mobile-friendly/Responsive</b> The site must be optimized to fully support mobile standards and effectively convert into a microsite when accessed on mobile devices. Guests must be able to access the same amount of information on their phones as desktop computers. The website must be designed and constructed to display properly on various browsers and platforms, including Firefox, Chrome, Internet Explorer, Safari, and mobile devices (cell phones and tablets).	Included
<b>Fast Loading Pages</b> The website must be designed such that each page loads in less than three (3) seconds on an average computer.	Included
<b>Accessibility Standards, WCAG 2.2 AA guidelines</b> The website's construction and design must meet the most recent World Wide Web Consortium (W3C) main international best practices for the World Wide Web and its accessibility. It includes features that meet WCAG 2.2 AA guidelines—tools for Accessibility, including automated alt-tags for event information.	Tools to strive for WCAG 2.2 AA Included. See page 15 for accessibility overview
<b>SEO Features</b> Ability to manage website tracking tags for SEO management. Implementation of Google's Knowledge Graph and Facebook Open Markup. Implement best practices for search engine optimization and integration with Google Analytics.	Included
<b>Domain Names</b> Pinnacle Bank Arena currently owns the domain names for <a href="http://pinnaclebankarena.com">pinnaclebankarena.com</a> and <a href="http://pinewoodbowltheater.com">pinewoodbowltheater.com</a> .	Client retains control
<b>API Integration, full API event integration with Ticketmaster</b> Seamless integration with ticketmaster, and host of APIs for third party event information distribution.	Ticketmaster integration and APIs available
<b>AI Integration</b> Technology to have dynamic, personalized responses in real-time chat experiences.	No set-up cost with Satisfi agreement. Other vendor TBD.
<b>Security Features, SSL Encryption</b> SSL Encryption: Ensure all data transmitted through the website is encrypted using SSL. Regular Security Audits: Schedule regular security audits to identify and fix vulnerabilities.	SSL encryption included.
<b>Easy to Navigate</b> The site should be easy to navigate. The information should be grouped and presented logically and require no more than three (3) levels of pages for a user to find desired information.	Included

<b>Google Event Detail Page Schema Data and Breadcrumbs</b> This includes Google event detail page schema data and breadcrumbs, making it easier for people to discover and attend events through Google Search results and other Google products, like Google Maps.	Available as add-on
<b>Friendly URL creator</b> Ability to create friendly URLs and meta tag/description management for better SEO Management.	Included
<b>Pixels &amp; Other Code</b> Easily add social media pixels or other code for retargeting purposes.	Included
<b>Site Statistics</b>	Client responsible for providing GA4 script
<b>Special Offers Feature</b>	Included in Advanced Ticketing Feature
<b>Ad Rotators/Promotional Spaces</b> Ad Rotators and Promotional Spaces to promote sponsors, premium seating, partner hotels, and special offers	Included
<b>Flexible Tile System</b> A versatile grid of card-style design for home page and landing pages that allows staff to create visually striking sections on any page. Internal staff would have complete control over the size, background color, images, and various other style options for each block, allowing for virtually limitless configurations of tiles.	Included
<b>Video Integration</b> A media player for video clips, including audio and video capabilities, is especially significant for “virtual tour” videos. YouTube Video Integration.	Included
<b>Related Events Capability</b> The ability to assign related events to another similar type of event page for consideration to purchase additional shows and will automatically remove these events when past the event date.	Available as add-on
<b>Large Event Calendar</b> (visual interactive event calendar) Responsive large event calendar.	Included
<b>Mini Calendar</b> Mini calendar on event pages or best locations.	Included
<b>Homepage Video Intro Panel</b>	Available as add-on
<b>Ad Serve capabilities</b>	Included
<b>Advanced Website Search Query Tools</b> Tools to allow customers to perform customized Ad-Free website search queries that are in sync with website changes, and auto-fill capabilities and ticket purchases instantaneously.	Available as add-on
<b>Ticket Alert Feature (Timed on/off on Home page and event pages)</b> Ability to make sliding alerts at the top of the home page and event detail pages for urgent messaging.	Included

<b>Splash pages and custom overlays</b> Timed on/off on Home page and event pages	Included, home page only.
<b>Event Detail Pages</b> Event detail pages with accessibility indicators, calendar, and slide show gallery capabilities.	Included
<b>Event Detail Page Alerts</b> Event detail pages with accessibility indicators, calendar, and slide show gallery capabilities.	Included
<b>Group Sales Feature</b> Ability to create dedicated landing pages tailored to any number of specific companies. Landing pages must be able to add company-specific discounts and exclusive offers information, presenting a curated list of events with offers.	Available as add-on
<b>Team logos</b> Specific to the Facility, UNL Men's & Women's Basketball, links to the teams' websites	Included
<b>Request information form</b>	Included
Link to an external premium seating content management system.	Included
<b>Advanced ticketing features</b> Ability to promote presales, premium inventory, buying options, upgrades, including premium seats, suites, dinner packages, and merchandise.	Included as part of Advanced Ticketing System
<b>Provide basic image editing, resizing, cropping, and filters to enhance images.</b>	Included
<b>Ability to change sub-navigation pages whenever needed.</b>	Included
<b>Event Sponsors Feature on the Event Detail Page</b>	Included
<b>Event Archive</b> Create an event archive feature enabling the creation of a dedicated "history" section on the website. Patrons will be able to revisit events.	Available as add-on
<b>Password protection for hidden or discreet landing pages/content</b>	Included
<b>E-cal Integration</b> Add to calendar technology so patrons can receive updates directly on visitors' personal calendars.	Basic - included Advanced - ECAL Subscription required
<b>Interactive Visitor's Guide</b> A guide to promote entities surrounding the facility.	Available as add-on



# PROPOSED DEVELOPMENT APPROACH

## PROPOSED RESOLUTION (QUESTION)

Explain in detail your proposed approach to the redesign of established and heavily used websites. Such an explanation should include your rationale around how you will assemble your team and how you will successfully meet all the development and deployment phases. Substantiate how your company will possess the essential skill, creativity, and innovation skill level necessary to meet the objectives and requirements of the resulting contract.

## PROPOSED RESOLUTION (ANSWER)

Our approach to the redesign of established and heavily used websites begins with a deep understanding of the client's unique needs, audience behaviors, and objectives. With nearly 20 years of experience in delivering innovative venue websites, we rely on a proven process that combines thoughtful strategy, collaboration, and meticulous execution.

Our team is comprised of seasoned project managers, UI/UX designers, front-end and back-end developers, and quality assurance specialists. Each member is selected based on their expertise and ability to contribute to a seamless redesign process. The team is led by a dedicated project manager who serves as the primary point of contact, ensuring efficient communication and alignment with the client.

Our team brings a combination of technical expertise, creative vision, and industry-specific knowledge to every project. The Showtime CMS, tailored to the needs of venues and event marketers, exemplifies our commitment to innovation. By maintaining a focus on process, communication, and collaboration, we ensure that every redesign meets the objectives of the contract while exceeding client expectations.

## INNOVATION AND CREATIVITY (QUESTION)

Explain in detail your company's approach to and philosophy on providing innovative and creative websites for your clients. Please note any feedback from clients or their customers about your work. How would you work to make the Venues' website up-to-date and attractive to users in an ever-changing and crowded website atmosphere?

## INNOVATION AND CREATIVITY (ANSWER)

At carbonhouse, our philosophy centers on creating websites that are not only visually stunning but also highly functional and tailored to the unique needs of our clients in the event and venue industry.

**Industry Expertise:** By staying deeply connected to the event and venue industry, we understand emerging trends and user expectations, allowing us to craft websites that stand out in a crowded digital landscape.

**User-Centered Design:** Our websites prioritize ease of use for both our clients and their audiences. We focus on intuitive navigation, engaging visuals, and clear calls to action to drive ticket sales, bookings, and engagement.

**Tailored Technology:** Our proprietary Showtime CMS is a prime example of our commitment to innovation. Purpose-built for venues, it offers powerful tools for managing events, content, and marketing campaigns efficiently.

**Continuous Evolution:** We build websites with scalability in mind, ensuring they remain flexible and adaptable as client needs evolve and technology advances.

**Client Feedback:** Our commitment to exceptional service is reflected in our 99% client retention rate and near-perfect satisfaction scores on client surveys. This success is driven by our dedicated support team, which ensures timely and effective assistance for all client needs. Feedback consistently highlights our responsiveness, expertise, and ability to deliver solutions that exceed expectations.

# TECHNICAL CONSIDERATIONS & CHALLENGES

## TECHNICAL CONSIDERATIONS (QUESTION)

The Venues' website is available 24/7. Describe how your company would ensure access is consistently available and accessible for patrons. Describe how you would make yourself available to our staff in the event of technical issues.

## TECHNICAL CONSIDERATIONS(ANSWER)

At carbonhouse, we prioritize the reliability and accessibility of our websites, ensuring they are consistently available to patrons. Our infrastructure is designed to handle high traffic volumes, whether for major sales, announcements, or day-to-day operations. Unlike systems that require scaling up or down, our platform is always prepared to support peak activity without interruption. With nearly two decades of experience in the event and venue industry, we have refined our technical systems to provide seamless performance under all conditions.

We provide a robust Service Level Agreement (SLA) to guarantee uptime and responsiveness. Our dedicated support team is available to assist venue staff promptly in the event of technical issues, offering clear communication channels and rapid resolution times. Our goal is to ensure your team has the confidence that help is always just a call or email away, backed by our proven expertise in maintaining and managing mission-critical websites.

## EVALUATE AND IDENTIFY POTENTIAL CHALLENGES (QUESTION)

Identify any potential assistance and support your company would need from the Owner to help successfully address any potential challenges. Be specific in the details of your assessment on how involvement by the Owner would yield optimal outcomes and interface with your challenges ongoing services.

## EVALUATE AND IDENTIFY POTENTIAL CHALLENGES (ANSWER)

carbonhouse is uniquely positioned to manage all aspects of website development and ongoing services independently, leveraging our extensive experience in the venue and event industry. While we require minimal assistance from the Owner, a collaborative partnership can further optimize outcomes.

# PROJECT WORK PLAN, MANAGEMENT, AND IMPLEMENTATION

## WORK PLAN (QUESTION)

Provide a detailed narrative on how your company plans to provide a well-designed and innovative website for the Venues, including:

- Description of the website redesign methodology recommended for the Venues and to be used to meet the requirements of this RFP.
- Project plan that specifically describes how the Contractor intends to complete each phase of the project plan successfully. The project plan should clearly identify all the tasks and activities the Contractor will complete to provide the services requested in this RFP successfully.

## WORK PLAN (ANSWER)

carbonhouse's approach to redesigning the Venues' website is centered on delivering a well-designed, innovative platform that enhances user experience, supports marketing goals, and reflects the Venue's brand identity. Our methodology is guided by a linear, predictable process that has successfully supported over 1,000 venue websites. By adhering to this proven methodology and maintaining clear communication with the Venue throughout, carbonhouse ensures a well-designed, innovative website that exceeds expectations and meets the requirements of the RFP. Additional details provided in section E. Deliverables and Completion.

**PROJECT PLANNING AND MANAGEMENT (QUESTION)**

Describe the planning and management skills your company will employ to promptly meet deadlines as they pertain to the project phases defined above.

**PROJECT PLANNING AND MANAGEMENT (ANSWER)**

carbonhouse employs a structured and disciplined approach to planning and project management, ensuring all project phases are completed on time and to the highest standards. Our success in delivering over 1,000 venue websites reflects our ability to manage complex projects with efficiency and precision. We focus on Detailed Project Planning, Dedicated Project Manager, Clear Communication, Resource Allocation, Problem Solving, and Focus on Process.

**PERFORM IMPLEMENTATION (QUESTION)**

Describe how your company will promptly meet the development and deployment phases.

**PERFORM IMPLEMENTATION (ANSWER)**

Our expertise in developing and deploying venue websites has refined our approach to ensure these critical phases are completed efficiently and on time. In Development, we focus on streamlined workflow, parallel execution, milestone reviews, resource readiness. For deployment, pre-launch preparation, launch day strategy, and seamless transition to post-launch support.

**PROVIDE POST-IMPLEMENTATION SUPPORT (QUESTION)**

Describe how your company will provide maintenance and support after the roll-out of the new venues website.

**PROVIDE POST-IMPLEMENTATION SUPPORT (ANSWER)**

At carbonhouse, we pride ourselves on delivering exceptional post-launch maintenance and support, ensuring the Venue's website continues to operate seamlessly and evolves to meet future needs. Our dedicated client support team, focused solely on providing ongoing assistance, guarantees uninterrupted service without impacting other projects or development timelines.

## DELIVERABLES AND COMPLETION

### DEFINITION PHASE

carbonhouse will work with Pinnacle Bank Arena to finalize the information architecture for the site, including the site map. carbonhouse will work through at a minimum of two (2) rounds of revisions and suggestions with Pinnacle Bank Arena for the sitemap.

### DELIVERABLES

- Findings summary that details how the new design will incorporate brand strategy and targets identified audiences.
- Findings summary on improving current front-end design and back-end coding practices.
- Preliminary site map.
- **Hosting plan** - carbonhouse RFP proposal includes overview of hosting (page x). Additional details available in the confidential submission section of the carbonhouse RFP response.

## RFP // TECHNICAL PROPOSAL

**DESIGN PHASE**

carbonhouse will develop a clean, modern, high-quality design that will serve our organization and audience. The Contractor will provide two (2) homepage design options followed by 3–5 rounds of revisions based on feedback from Pinnacle Bank Arena. The Contractor will provide two (2) design options for the interior pages followed by three (3) rounds of revisions based on feedback.

**DELIVERABLES**

- Wireframe designs for 2 design options.
- Design mockups for 3-5 rounds of revision templates, including color, graphics, header, footer, and navigation bar for Pinnacle Bank Arena approval.
- Selection of final design by Pinnacle Bank Arena.

**DEPLOYMENT PHASE**

Before project completion, the Contractor will provide appropriate documentation and training to the appropriate Pinnacle Bank Arena staff, detailing the features and functionality of the new site. The contractor will train designated Pinnacle Bank Arena staff on the daily maintenance and upkeep of the site. Contractor will warranty their work for a period of a year and will address technical problems that arise during the first twelve months after completion of website. Hosting will continue past deployment.

**DELIVERABLES**

- Website style guide.
- Collection of content which corresponds to each page, provided by Pinnacle Bank Arena.
- Sample pages from the Contractor exhibiting layout, styles, and options.
- Summary of modifications presented by the website team.
- Documentation of modification.
- All documentation and manuals for maintenance of the website.

**DEVELOPMENT PHASE**

carbonhouse will implement the final approved design and build out site in a Content Management System. carbonhouse will test system, fix bugs and install web features. carbonhouse will have all third-party integrated programs in place and ready for seamless transitions.

**DELIVERABLES**

- Summary of findings for website team on the existing functionality with any notes, adjustments or suggestions.
- Developed modules for content creation, custom or pre-existing, for testing.
- Staff training for adding/editing/deleting content.

**COMPLETION****Staff**

- Simplified Content Management:
- Re-Time Updates including feed from Ticketing Company
- Scalable Functionality

**Patrons**

- User-Friendly Experience
- Improved Event Discovery
- Accessibility

## PROJECT SCHEDULE

# PROJECT SCHEDULE

**SCHEDULE OF WORK, ACTIVITIES AND CONFIRMATION OF WILLINGNESS AND CAPABILITY TO MEET THE TIME REQUIREMENTS EXPRESSED IN THE SCOPE OF SERVICES**

- Project Kickoff (Week 1)
- Phase 1: Planning & Discovery (Weeks 2-3)
- Phase 2: Design (Weeks 4-10)
- Phase 3: Development (Weeks 11-18)
- Phase 4: Testing & QA (Weeks 19-20)

**Confirmation of Willingness and Capability**

We confirm our ability and readiness to meet the time requirements as expressed in the scope of services.

**SUBMIT INFORMATION THAT DESCRIBES PERFORMANCE RECORD FOR TIMELINESS**

In our 20 years of experience, we have never lost a client due to issues with timeliness. As experts in our field, we dedicate substantial resources to ensure that every project and deliverable meets or exceeds expectations. This includes meticulous planning, a highly skilled team, and proven processes that prioritize clear communication and proactive management.

**OUTLINE THE CURRENT PROJECTS WHICH ARE BEING CONDUCTED FROM THE LOCATION OF THE PROPOSER'S OFFICE RESPONDING.**

Due to confidentiality agreements and the sensitive nature of client transitions, we cannot disclose all current projects being redesigned from our location, as some new clients have not yet informed their current providers.

However, we are proud to highlight several high-profile projects currently underway, including:

- Arrowhead Stadium
- Burton Complex
- The Ranch
- Canadian Tire Centre
- Utilita Arena Birmingham
- Classic Center
- Caesars Superdome
- FedExForum

In addition to these, we are actively working on more than two dozen other projects for clients across various industries and venues, showcasing the breadth of our expertise and capacity to manage multiple complex initiatives simultaneously.

# FEATURE DETAILS



THE FOLLOWING PAGES INCLUDE ADDITIONAL FEATURE  
OVERVIEW AVAILABLE FOR THE CLIENT. ADDITIONAL ITEMS  
AVAILABLE IN PROPRIETARY/CONFIDENTIAL DOCUMENT.

FEATURES // INTERACTIVE VISITOR GUIDE

# INTERACTIVE VISITOR GUIDES

DRIVE INCREMENTAL REVENUE BY MAKING YOUR WEBSITE THE DESTINATION FOR THE ENTIRE EVENT EXPERIENCE.

## LOCALIZED CONTENT

Incorporate Parking, Hotels, Dining and local attractions

## REVENUE

Drive revenue with local hotel and hospitality partnerships

## RESPONSIVE

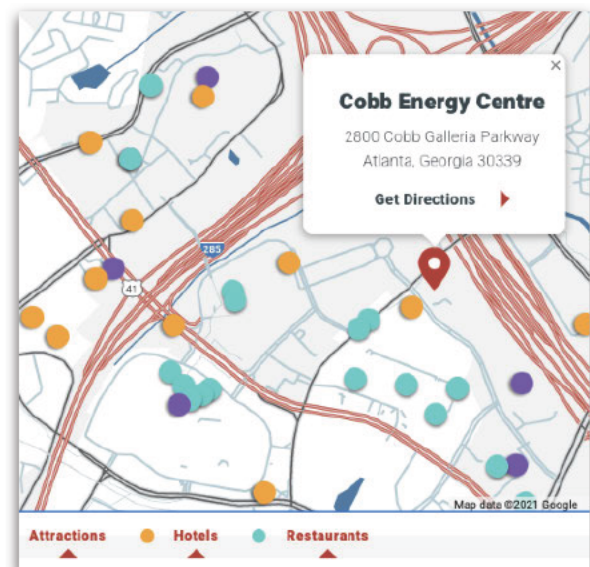
Google Maps interface, allowing fully responsive and mobile interface

## BRANDED

Integrated experience that maintains organization's colors and branding

## CONTENT MANAGED IN SHOWTIME

All information available to be shared with external partners such as an organizations mobile app through APIs





## FEATURES // ADVANCED TICKETING SYSTEM

# ADVANCED TICKETING SYSTEM

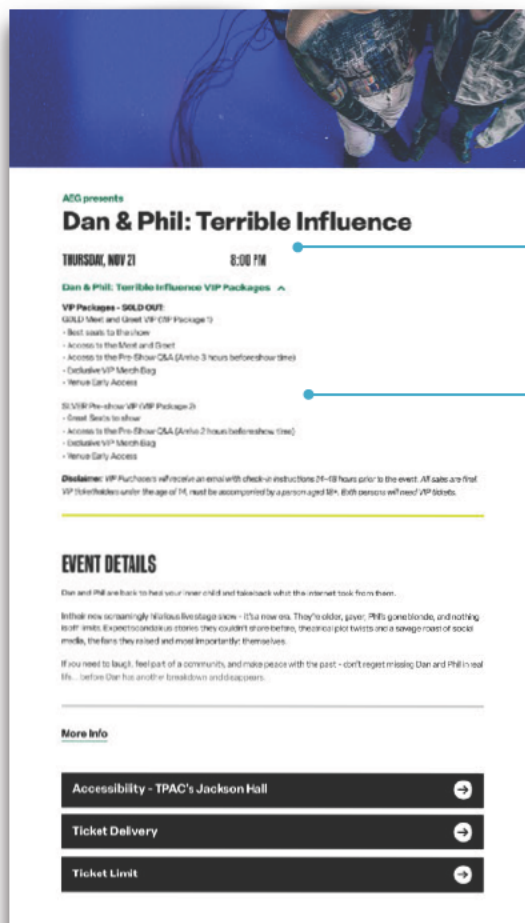
## MAXIMIZE PREMIUM AND PACKAGE SALES, ACCELERATE EARLY ENGAGEMENT

Traditionally, pre-sales, premium, and special packages were only promoted on ticketing websites, missing the opportunity to engage customers during the discovery process. carbonhouse changed this with our exclusive **Advance Ticketing System**.

Now, clients can proactively promote their Premium/VIP inventory with the ability to create multiple ticket types, each with separate on-sale/off-sale dates and links promoted directly on the event detail page.

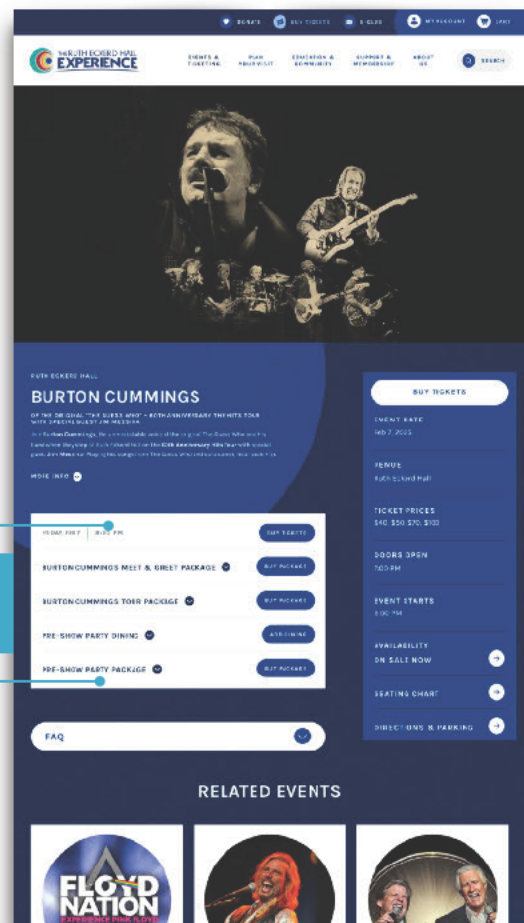
Additional features include customizable landing pages for all premium offerings across upcoming shows creating a single place for fans to explore all premium and special options.

Our **Advanced Ticketing System** also highlights pre-sale opportunities from promoters and production companies, ensuring maximum sales during critical periods.



VIP  
EXPERIENCES

PACKAGES &  
DINING





FEATURES // ADVANCED SEARCH

# ADVANCED SEARCH

**YOUR WEBSITE VISITORS LOVE TO SEARCH—OVER 15% OF TICKET SALES ARE GENERATED DIRECTLY FROM SEARCH RESULTS.**

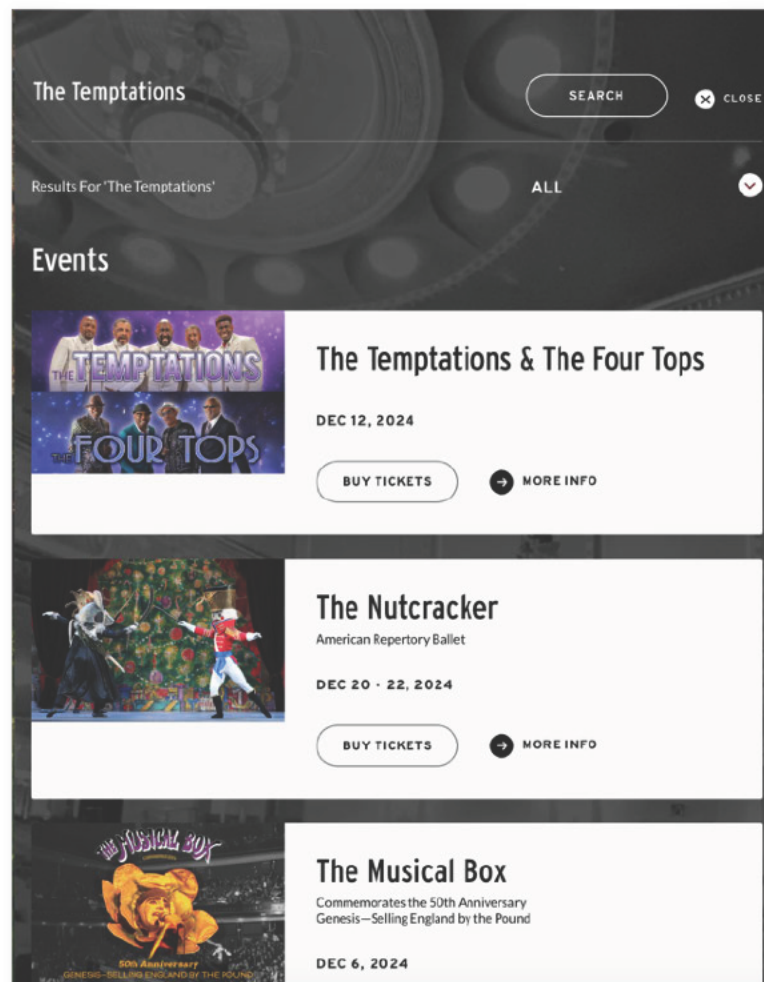
At carbonhouse, we understand that quickly finding event information is essential. From ad-supported solutions to enterprise-level options utilizing custom search algorithms, we leverage years of experience to create event-search solutions at every price level, driving ticket sales.

Our Advanced Search is the most powerful tool available for arts organizations, delivering real-time results as you type. Plus, integrated ticket links offer a seamless, one-click purchase directly from search results.



## ADVANCED SEARCH

- Harnessing the power of algorithms, the carbonhouse search is a more dynamic solution.
- Stylized search results for events with integration of Buy Tickets and More Information links.
- Suggested listings from misspellings
- Ad-free
- Instant re-indexing of site
- Auto Fill Search, with results dynamically displayed upon typing.



## FEATURES // ACCESSIBILITY

# ACCESSIBILITY

At carbonhouse, we are committed to creating web solutions that reach the widest possible audience, regardless of ability. Following the international best practices established by the World Wide Web Consortium (W3C), we adhere to the Web Content Accessibility Guidelines (WCAG 2.1).

Every new website we build includes features designed to support compliance with WCAG 2.1 AA standards. We collaborate with our clients throughout the process, providing education and guidance on key aspects of accessibility to ensure their websites are inclusive and user-friendly for all.

## AREAS OF CONCENTRATION FOR WEB ACCESSIBILITY IMPLEMENTATION



**Perceivable**  
Web content is made available to the senses sight, hearing, and/or touch



**Operable**  
Interface forms, controls and navigation are operable



**Understandable**  
Content and interface are understandable



**Robust**  
Content can be used reliably by a wide variety of user agents, including assistive technologies

## FIVE STAGES FOR SUCCESSFUL WEBSITE ACCESSIBILITY FOR CARBONHOUSE WEBSITES

### SITEMAP

Review of best practices including highlighting recommendations on web accessibility sections and content .

### DESIGN

Designs that meet requirements for minimal AA contrast levels to support website visitors with low-visibility or color blindness.

### DEVELOPMENT

Coding that supports an accessible web. Post-development review by testing with industry-accepted screen reading tools.

### TRAINING

Training and review of website accessibility tools and responsibilities for successful implementation of WCAG A & AA guidelines.

### ON-GOING

Bi-Annual client webinars featuring updates on website accessibility by carbonhouse and web accessibility insiders.

**Disclaimer:** While we will encourage and support clients in their efforts to meet these guidelines, website accessibility implementation completed by carbonhouse does not cover accessibility issues introduced by third party scripts and or forms, and client generated content. carbonhouse provides no warranties on indemnities on website accessibility and recommends review of any implementation with appropriate legal representatives.

FEATURES // CALENDARS

# SAVE THE DATE

EVENT MARKETING RUNS THROUGH OUR VEINS, AND WITH OUR SINGULAR FOCUS ON ENSURING CLIENTS CAN SELL MORE TICKETS, WE OFFER THE OPTIONS YOU WANT TO CONVEY VISUAL INFORMATION IN YOUR EVENT CALENDAR.

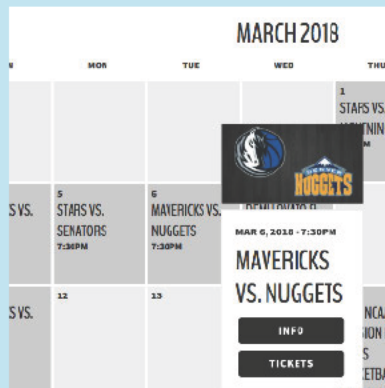
## INCLUDED



### EVENT CALENDAR WIDGET

Your website will have an event calendar widget automatically **included**. This interactive calendar widget can be placed throughout your website to give your visitors a quick click option to find events by date. If you are a client with multiple venues, we automatically provide venue locations within the calendar.

## UPGRADE



### FULL PAGE CALENDAR

For a small upgrade fee, an interactive full-page calendar is available to give your web visitors a large-scale view of your organization's upcoming events. With this option, we build a customized calendar based on your website's design and styles. This calendar is also responsive and will display well on multiple devices.

## UPGRADE



### ECAL INTEGRATION

ECAL's 'Add to Calendar' technology allows fans to receive detailed events info, including 'ticket alerts' and 'on sale' dates, directly into their calendars. ECAL drives sales, acquires valuable data, and keeps fans happy. Exclusive to carbonhouse, our seamless integration provides the maximum ability to increase incremental ticket sales.



Require more customization, such as "add to calendar" or calendar overlay?

We've done it all and are happy to design something new for you.

# ADVANCED SEARCH

YOUR WEBSITE VISITORS LOVE TO SEARCH. IN FACT, MORE THAN 15% OF TICKETS SALES ARE GENERATED DIRECTLY FROM SEARCH RESULTS.

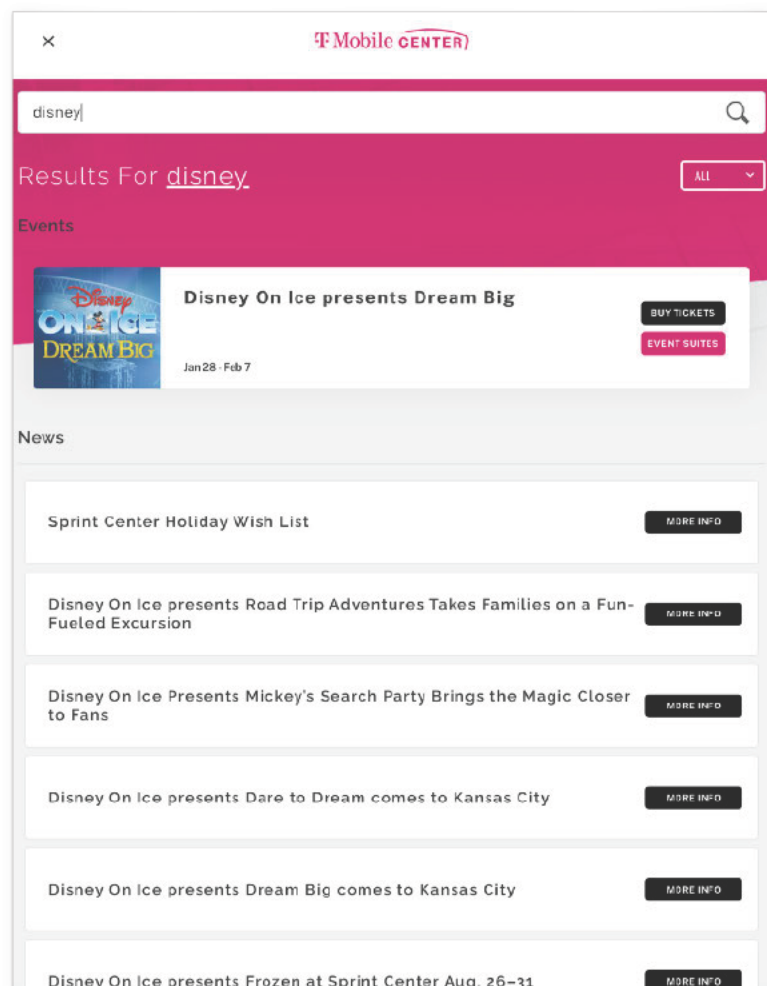
Quickly finding event information is a critical requirement for carbonhouse. From ad-supported solutions to comprehensive enterprise-level options utilizing custom search algorithm technologies, carbonhouse draws upon years of experience building event-search solutions of all price levels to support

clients' ticket sales. Our Advanced Search is most powerful tool available for arts & venues - real time results as you type with integrated ticket links offering one click purchase directly from search results.



## ADVANCED SEARCH

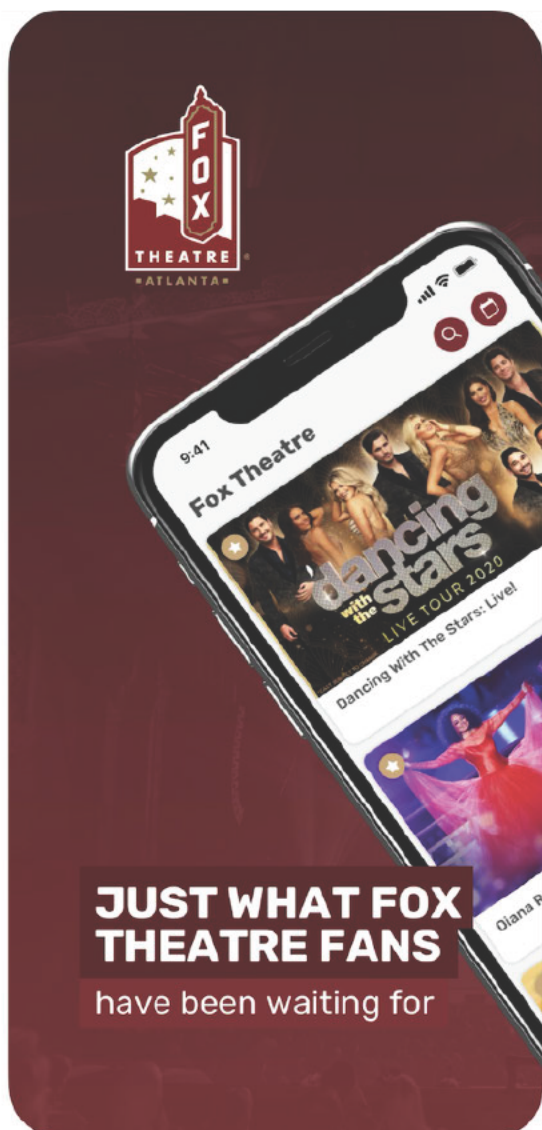
- Harnessing the power of algorithms, the carbonhouse search is a more dynamic solution.
- Stylized search results for events with integration of Buy Tickets and More Information links.
- Suggested listings from misspellings
- Ad-free
- Instant re-indexing of site
- Auto Fill Search, with results dynamically displayed upon typing.



FEATURES // APP INTEGRATION

# MOBILE APP INTEGRATION

VENUE API IS BUILT PLATFORM INDEPENDENT TO ALLOW TURN-KEY INTEGRATIONS WITH ONE PUBLISH CAPABILITIES.



The carbonhouse team has previous experience of building mobile applications for arts & venues. This unique experience taught us the key in success for mobile apps being powered by great content APIs.

Though we are platform independent toward mobile app vendors, we insist on being a partner to our client's success with mobile applications. Our one publish APIs are capable of providing all the content required and more for mobile applications including events, news, galleries, seating charts, food and beverage locations and sponsorships. Clients may add additional fields in Showtime CMS that are exposed exclusively to the mobile application.

## INTEGRATION PARTNERS INCLUDE

 VENUENEXT

 YINZCAM

 Realife Tech

 venuetize

## United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

☒ I am a citizen of the United States.

— OR —

☐ I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: \_\_\_\_\_, and I agree to provide a copy of my USCIS documentation upon request.

**I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.**

**PRINT NAME**

Brandon Lucas

(first, middle, last)

**SIGNATURE**

*Brandon Lucas*

**DATE**

Brandon Lucas



# REQUEST FOR PROPOSALS

## CITY OF LINCOLN Pinnacle Bank Arena/Pinewood Bowl Theater Website Redesign

RFP 24-206



City of Lincoln | Lancaster County Purchasing  
Sharon Mulder  
Assistant Purchasing Agent  
440 S. 8<sup>th</sup> Street, Suite 200  
Lincoln, NE 68508  
402-441-8103

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## GLOSSARY OF TERMS

*Note: In the event of a conflict of definition of terms between the Glossary of Terms and language contained within the Request for Proposal document (RFP), the RFP language shall take precedence.*

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the Owner or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

**Addendum:** An addition to an existing document; a supplement or change to the originally published information.

**Agencies:** The City of Lincoln, Nebraska — hereinafter referred to as Owner.

**Agent/Representative:** A person authorized to act on behalf of another.

**Amend:** To alter or change by adding, subtracting, or substituting.

**Amendment:** A written correction or alteration to a contract document.

**Appropriation:** Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

**Award:** All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP and associated documents in Ebid. The Owner reserves the right to reject any or all proposals, wholly or in part, and/or to award to multiple Proposers in whole or in part. The Owner reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the Proposer's competitive position. All awards will be made in a manner deemed in the best interest of the Owner.

**Best and Final Offer (BAFO):** A process requested from Proposer(s) for their best cost for a specific solicitation prior to determining a contract award.

**Best Value:** A determination made through the evaluation of responses using factors in addition to cost to identify the highest ranked, responsible, and responsive Proposer who has the best offering for the Owner.

**Bid Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Proposer will not withdraw the bid.

**Business:** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

**Business Day:** Any weekday, with the exception of Owner-recognized holidays.

**Calendar Day:** Every day shown on the calendar including Saturdays, Sundays, and holidays.

**Collusion:** An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

**Commodities:** Any equipment, material, supplies or good; anything movable or tangible that is provided or sold.

**Commodities Description:** Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

**Competition:** The effort or action of two or more commercial interests to obtain the same business from third parties.

**Confidential Information:** Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

**Contract:** An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

**Contract Administration:** The management of a contract, which includes and is not limited to, contract signature process, contract amendments and any necessary legal actions.

**Contract Award:** The Owner's final decision to award the contract to the Proposer deemed most responsive and responsible.

**Contract Period:** Language outlined in the contract documents that delineates the start and end dates of the contract performance period and may also include information regarding any optional renewals.

**Contractor:** An individual or entity having a contract to furnish commodities and/or perform the services on behalf of the Owner.

**Copyright:** A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

**Cost:** The cost to the Owner for goods and/or services according to the terms of the proposal and subsequent contract as proposed by the Proposer. Cost may be negotiated following a recommendation of the Selection Committee. Cost is an evaluation factor but is not evaluated by the Selection Committee with the other qualification factors.

**Customer Service:** The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the contractor.

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

**Department:** An entity of the City of Lincoln, Lancaster County, the City of Lincoln/Lancaster County Public Building Commission and/or the West Haymarket Joint Public Agency.

**Deviation:** Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

**Ebid System:** The internet-based system used by the Owner for soliciting bids, issuing requests for proposals and qualifications, providing access to contracts, and communicating with Proposers and for the electronic submission of proposals and bid responses.

**Essential Qualifications and Experience:** Information provided in Section I. of this RFP that describes the minimum qualifications and/or experience necessary to be deemed eligible for consideration in the evaluation process and/or receive a contract award.

**Evaluation:** The process of examining an offer to determine the Proposer's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

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

**Free on Board (F.O.B.) Destination:** The delivery charges are included in the cost and prepaid by the Contractor. The point at which a title changes hands from the Contractor to the Owner at the destination of the shipment when the Owner accepts the goods. The Contractor owns the goods in transit, assumes responsibility for carrier selection, and files any claims for damages incurred during this period.

**Interested Party:** A person acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

**Late Proposal:** An offer received after the Closing Date and Time in Ebid. Late Proposals are not accepted.

**May:** Discretionary, permitted; used to express possibility.

**Mandatory/Must:** Required, compulsory, obligatory, or mandatory. See Shall/Will/Must.

**Negotiation Committee:** Committee appointed by the requesting department that advises and assists the Purchasing Division in negotiating a final scope and fee based on offers made in response to written solicitations.

**Non-Responsive:** A classification of the Proposer that occurs when the Request for Proposal (RFP) response fails to conform to the substantive requirements of the solicitation and/or does not provide information material to evaluation and/or award eligibility.

**Not Responsible:** A classification that occurs when the Proposer does not demonstrate the necessary qualifications, experience, capabilities, acceptable past performance, reputation and/or yield favorable information from references to meet the required standards necessary to be eligible for a contract award.

**Owner:** City of Lincoln, Nebraska.

**Performance Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the contractor fulfills all obligations under the contract.

**Pre-Proposal Conference:** A meeting held by the procurement professional with potential Proposers prior to the opening of the solicitation for the purpose of reviewing specifications, answering questions, clarifying ambiguities, and responding to general issues.

**Product:** An article or substance that is manufactured and distributed commercially for sale, use, or consumption and is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

**Project:** The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

**Proposal:** The offer submitted by a Proposer in response to a solicitation.

**Proposer:** An individual or vendor submitting a proposal in response to an RFP issued by the City/County Purchasing Division.

**Proprietary Information:** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other proprietary or commercial information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

**Proposal Opening:** The process of unsealing proposals in Ebid at the time specified in the solicitation.

**Purchasing Division:** The central, automated procurement source for all City and County agencies to ensure the appropriate, cost-effective acquisition, distribution, and disposal of all goods and services for our clients.

**Renewal Period:** Optional contract periods after the original Contract Period for a specified duration with previously agreed to terms and conditions by all parties involved. Not to be confused with a contract Extension.

**Request for Proposal (RFP):** A solicitation for obtaining competitive offers.

**Responsible Proposer:** A Proposer who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

**Responsive Proposer:** A Proposer who has submitted an RFP response that conforms to all requirements of the solicitation document.

**Section:** A single-sided, title page within the proposal response intended to create separate sections for the submittals requested in Section IV. Such sections are to be properly identified and labeled within the RFP submission. It also may be referred to as a section divider.

**Selection Committee:** Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals (offers made in response to written solicitations).

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

**Should:** Expected; suggested, but not necessarily mandatory.

**Specifications:** The detailed statement, especially of the measurements, quality, materials, and functional characteristics or other items to be provided under a contract.

**Subcontractor:** An individual or entity with whom the Contractor enters a contract to perform a portion of the work awarded to the Contractor.

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

**Third Party:** Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and Subcontractors or agents and their employees. It shall not include any entity or person who is an interested party to the contract or agreement.

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

**Trademark:** A word, phrase, logo, or other graphic symbol used by a manufacturer or distributor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

**Vendor:** An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

**Will:** See Shall/Will/Must

**Workday:** See Business Day.

## I. PROJECT INFORMATION AND ESSENTIAL QUALIFICATIONS

### A. PROJECT OVERVIEW

The City of Lincoln, Nebraska, Pinnacle Bank Arena, hereinafter called "Owner," is requesting proposals from qualified firms to provide professional services for **Website Design, Development, Ongoing Support, and Hosting Services** using a user-friendly Content Management System (CMS) built exclusively for arenas to manage one website that will include events at Pinnacle Bank Arena located at 400 Pinnacle Arena Drive, Lincoln, NE, and the Pinewood Bowl Theater Summer Concert Series located at 3201 S. Coddington Avenue, Lincoln, NE.

The Owner intends to select a Contractor based on the evaluation criteria outlined herein, which will accomplish the objectives of the project while incorporating innovative and cost-effective methods.

The successful contractor(s) will be responsible for remaining on established schedules for all services rendered to meet the proposed schedule for the project deliverable(s).

### B. BACKGROUND INFORMATION

Currently, Pinnacle Bank Arena ("PBA") and Pinewood Bowl Theater Summer Concert Series ("PWB") are collectively known as the "Venues." PBA manages PBA's operations and promotes/produces the annual PWB Summer Concert Series. The venues are in Lincoln, NE, and are in different locations.

PBA opened in September 2013. The \$179 million multipurpose facility features a 15,200-seat multi-use arena, 36 suites, 20 loge boxes, and 832 club seats. Distributed over approximately 450,000 square feet on four concourse levels, PBA features the University of Nebraska-Lincoln men's and women's basketball teams as anchor tenants and offers year-round entertainment, including concerts, family shows, and other sporting events. PBA's website, <https://pinnaclebankarena.com>, uses a proprietary web content management system. The website was designed, created, and hosted by Carbonhouse.

PWB is a premier outdoor venue in the heart of Lincoln's Pioneers Park. It can accommodate up to 5,500 people and offers a summer concert series. PWB's website, <https://pinewoodbowltheater.com>, uses a proprietary web content management system. Simpleview designed, created and hosted the website.

The primary goal is to create a cohesive user experience that effortlessly transitions between the venues while maintaining dedicated URLs for each. The website must be mobile-first, fully accessible, and compliant with the latest ADA standards. It should support robust integrations with mobile applications, and ticketing systems (Ticketmaster).

The website will act as the public face for PBA, PWB Concert Series, and associated partners, providing an intuitive and informative platform for eventgoers, promoters, show organizers, and visitors. It should offer quick access to event information, facilitate event planning, and serve as a key resource for those attending or hosting events at the Venues.

### C. RFP DOCUMENTS

Proposers are to immediately notify the Purchasing Division Staff, prior to the close of the RFP, of any ambiguity, inconsistency or error discovered upon examination of the RFP documents, including, but not limited to the information outlined herein and any information provided in Ebid.

### D. AVAILABLE INFORMATION AND/OR IMPORTANT DOCUMENTS

The Venues current websites can be found here:

<https://pinnaclebankarena.com>

<https://pinewoodbowltheater.com>

## **E. CONTRACT TERM**

The contract shall be for a period of three (3) years from the date of contract execution, with the option to renew for an additional three (3) year term if mutually agreed in a signed amendment between both parties. The completion of the website is anticipated to take five (5) months.

## **F. ESSENTIAL QUALIFICATIONS AND EXPERIENCE:**

The Owner is seeking a contractor with the following minimum qualifications to be deemed responsible and eligible for evaluation. If your company does not meet and/or exceed ALL the essential qualifications listed, your company is advised not to proceed with preparing and submitting an RFP response to this solicitation.

Confirmation that your company has read, understands, and meets the minimum qualifications is to be included in your Proposal submission – see [“EXHIBIT 1”](#). Complete the form and include the proper areas of the RFP response as requested in the submission instructions outlined in Section IV. Failure to include **“EXHIBIT 1”** in your proposal submission may result in your company being deemed as “Not Responsible” and disqualified from consideration. Meeting the minimum essential qualifications and experience are required elements to be deemed responsible.

1. Proposers must have a minimum of five (5) years of successful experience providing the products/services described in Section I. A. Project Overview and all other relevant areas of the RFP. This experience must be from the Proposer and not through arrangements with Subcontractors.

This RFP invites qualified Proposers to submit responses for accomplishment of the items of work described in **Section III. PROJECT INFORMATION**.

The scope of general and required services identified in this RFP is intended to serve as a general description of anticipated objectives and tasks.

The Owner will rely on the Proposer’s competence and experience to work with all Owner departments and divisions in meeting all necessary tasks, providing ongoing quality services, and communicating successfully to provide the most effective and efficient products and/or services.

## II. PROCUREMENT PROCEDURE

### A. EQUAL OPPORTUNITY

The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all Proposers and encourages minority businesses and women's business enterprises to participate in the bidding process.

### B. RFP APPROACH

The RFP process is designed to be a competitive negotiation platform, where cost is not the sole determinative factor. The Owner has the flexibility to negotiate with a selected Proposer to arrive at a mutually agreeable relationship.

The Owner reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers, such as shall best serve the requirements and interests of the Owner.

### C. SELECTION COMMITTEE

A Selection Committee will be assigned the task of reviewing the proposals received. The Selection Committee may request documentation from the Proposer(s) of any information provided in their proposal response or require the Proposer to clarify or expand qualification statements.

The Selection Committee may also require a site visit and/or verbal interview(s) with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

### D. PROPOSAL PROCEDURE

A Proposer should adhere to the instructions directly below to create a complete RFP submission.

- 1) Submit **all** documents that comprise the proposal response electronically via the City/County Ebid system and in accordance with the instructions outlined herein in Section IV.
- 2) Review submission requirements outlined herein the RFP document and any Addenda.
3. Respond to all required fields in Ebid.

**The RFP must be submitted in its entirety on or before the date and time established in Ebid for receiving offers or the system will automatically reject. Proposers are highly encouraged to ensure sufficient time to fully prepare and attach their proposal response and complete the attributes in Ebid.**

### E. PROPOSER'S OFFER AND REPRESENTATION

The submitted proposal shall be considered an offer on the part of the Proposer. Such offer shall be deemed accepted upon issuance by the Owner(s) of contract documents appropriate to the work.

No offer shall be withdrawn for a period of one hundred and twenty (120) calendar days after the time/date established for receiving proposals, and Proposer agrees by submitting an offer.

Each Proposer, by electronically signing and submitting an offer, represents that he/she has read and understands the proposal documents, and the offer has been made in accordance therewith.

Each offer represents the Proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements.

### F. INDEPENDENT COST DETERMINATION

By signing and submitting this RFP, the Proposer certifies that the proposal and cost offered have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other competitor; unless otherwise required by law, the proposal and costs which have been submitted have not been knowingly disclosed by the Proposer prior to the RFP closing directly or indirectly to any other competitor. No attempt has been made, or will be made, by the Proposer to



induce any person or Proposer to submit, or not to submit, a response for the purpose of restricting competition.

#### G. PROJECT TIMELINE

The tentative project schedule is listed directly below and is subject to change:

ACTIVITY ITEM	DATE (TIME IF APPLICABLE)
Request for Proposal Issued	November 15, 2024
Last Day to Submit Questions	December 3, 2024
Proposal Submittal Deadline	December 11, 2024
Evaluation period	December 12-13 2024
Oral Interviews (If applicable)	December 18-19, 2024
Final Selection	December 20, 2024
Contract Negotiations (if applicable)	December 23, 2024, through January 6, 2025
Contract Execution	January 10, 2025

#### H. PROPOSAL SUBMISSION INFORMATION AND INSTRUCTIONS

The RFP response shall conform to all instructions, conditions and requirements outlined in the RFP and related documents. Prospective proposers shall carefully examine all documents, attachments and requirements associated with this RFP and be responsive to each requirement in the format prescribed. Proposals that do not conform may be deemed non-responsive.

##### EBID REGISTRATION

Proposer must be registered on the City/County's Ebid site to respond to the above RFP.

1. To register in Ebid, click on this link: <https://col.ionwave.net/Login.aspx>
2. Click on "Supplier Registration" in blue box and follow the instructions to complete the registration

Proposer shall attach one (1) proposal to the Response Attachments tab in Ebid in a PDF file format. The title of the RFP response shall be clearly marked with the following information "**RFP 24-206, Pinnacle Bank Arena/Pinewood Bowl Theater Website Redesign**". All information deemed proprietary/confidential shall also be submitted electronically in a PDF file format by the same deadline in a separate attachment and must be clearly identified as "Proprietary/confidential information" labeled with the same RFP number and title. Proprietary/confidential information not attached separately and/or properly remarked will not be handled according to the guidelines outlined herein this RFP document for such classification of information.

The electronic response should contain all requested submittals outlined in Section IV. and have divider pages inserted and titled to clearly identify the separate sections within the RFP response attachment.

Proposer should also complete the Attributes section of Ebid as a part of their RFP response. Failure to submit the RFP response via Ebid and/or submit as requested will result in the rejection of the proposal.

#### I. COSTS

Costs on **Attachment 1 - Cost Proposal** form shall remain fixed for the six (6) years of the contract period. Any request for a cost increase after the six (6) years shall not exceed 5.5% of the previous Contract period and must be submitted in writing to City/County Purchasing Division a minimum of 120 days prior to the end of the current contract period and be accompanied by documentation justifying the cost increase. Further documentation may be required by the Owner to justify such an increase. The Owner(s) reserves the right to deny any requested cost increase. No cost increases are to be billed to any Owner/Department prior to a fully executed written amendment of the contract by the parties.

#### J. BEST AND FINAL OFFER

Each proposer should provide its best offer with their original proposal response and should not expect the Owner to request a best and final offer (BAFO).

The Owner reserves the right to conduct more than one BAFO or to not offer every proposer an opportunity to submit a BAFO. If requested by the Owner, the BAFO must be submitted on the BAFO Cost Proposal form and in accordance with the Owner's instructions. Failure to submit a requested BAFO or failure to submit a BAFO in accordance with the Owner's instructions may result in rejection of the proposer's entire proposal response. BAFOs may be scored and ranked by the Selection Committee.

#### **K. PROTECTION OF PROPRIETARY AND TRADE SECRET INFORMATION**

Data contained in any proposal or bid (hereinafter "Submission") and all documentation provided therein, become the property of the Owner. Upon receipt of any submission by the Owner, all data and documentation become public records and are subject to disclosure by the Owner to any party initiating a public records request under Nebraska Revised Statutes §84-712 et seq. In response to a public records request, the Owner may include the entire proposal or response. The Owner has no duty to protect proprietary or commercial information and/or trade secrets.

If the Proposer wishes to have any information withheld from a public records request, such information must fall within the definition of "proprietary or commercial information" contained within Nebraska Public Records Statutes as defined by Nebraska Revised Statute §84-712.05(3) and/or must be considered "trade secrets" as defined by Nebraska Revised Statutes §87-501 to 87-507.

All information the Proposer requests the Owner to withhold from public disclosure must be submitted by:

1. Uploading separate from the remainder of the submission;
2. Clearly marking "proprietary or commercial information" and/or "trade secrets" in the file name;
3. Supporting documentation specifically enumerating why the information in such documents is marked and qualified as proprietary or commercial information/trade secrets. Under Nebraska law, for such information to be protected, the information, if released, would give competitors an advantage and serve no public purpose.

**FAILURE TO STRICTLY COMPLY WITH THESE INSTRUCTIONS WILL RESULT IN DISCLOSURE OF INFORMATION DECLARED BY THE PROPOSER TO BE PROPRIETARY OR COMMERCIAL INFORMATION AND/OR TRADE SECRETS. NO NOTICE OF FAILURE TO COMPLY WILL BE PROVIDED.**

If the instructions above for designating proprietary or commercial information and/or trade secrets are strictly followed, the Owner may provide the Proposer with reasonable notice that a public records request has been made that may include the information designated as proprietary and commercial or a trade secret. It is the sole responsibility of the Proposer to take actions necessary to protect the information claimed as proprietary or commercial, or a trade secret.

Proposers may not mark their entire Submission as *proprietary or commercial information and/or trade secrets*. The Proposer's cost may not be marked as proprietary or commercial information/trade secrets and are deemed to be a public record in the State of Nebraska. Failure of the Proposer to follow the instructions for submitting proprietary or commercial information/trade secrets may result in the material being viewed by other Proposers and/or the public.

#### **L. COPYRIGHT AND POSTING WAIVER**

Any individual or entity awarded a contract, or who submits a proposal response to this RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP may have; and it shall be implied that they have the ability and authority to enter into such waiver. This reservation and waiver are a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal response to the RFP being found non-responsive and rejected.

To facilitate public postings, except for proprietary information, the Owner reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents.

Any entity awarded a contract or submitting a proposal response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the Owner 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 Owner, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFP, awards, and other documents.

#### **M. RFP CLARIFICATION AND ADDENDA**

##### ***Clarification and Question Procedures***

Proposers shall promptly notify the Purchasing Division of any ambiguity, inconsistency, or error which they may discover upon examination of the RFP and related documents.

Proposers desiring clarification or interpretation of the specification and related RFP documents shall make a written request on or before the Question Cutoff Date and Time in Ebid.

These inquiries and/or responses shall be distributed to prospective Proposers electronically via Ebid.

All inquiries regarding the submission of the proposal through Ebid or providing written instructions of the submittals may be made via email or phone to the City/County Bid Line in the Purchasing Division:

**Purchasing Phone Number: 402-441-8103**

**Purchasing Email Address: [purchasing@lincoln.ne.gov](mailto:purchasing@lincoln.ne.gov)**

##### **Addenda Procedure:**

Addenda are instruments issued by the Owner prior to the date for receipt of offers which modify or interpret the Request for Proposal and related documents by addition, deletion, clarification, or correction.

It is the Proposer's responsibility to review all Addenda issued. Oral interpretations/changes to the RFP and related documents made in any other manner than written form, will not be binding on the Owner; Proposers shall not rely upon oral interpretations.

Proposers should acknowledge receipt of addendum in the attribute section of Ebid at the time of response.

#### **N. PRE-PROPOSAL CONFERENCE**

There will not be a pre-proposal conference for this RFP.

#### **O. REQUEST(S) FOR CLARIFICATIONS**

Formal request(s) for clarification may be made to one or more Proposers during the evaluation.

The purpose of obtaining clarification is to assist the Selection Committee members in determining if the RFP response submitted meets the RFP requirements.

Such requests shall be provided to the Proposer through a request for clarifications and will detail the specific items of the RFP response requiring clarification.

Failure of a Proposer to submit the clarification response with all the information requested by the date/time provided in the written request, may result in the Proposer being deemed non-responsive and exclude the Proposer from receiving further consideration of their RFP response.

#### **P. ORAL INTERVIEWS**

The Owner may determine after the completion of the Written Evaluation and any necessary written clarifications that oral interviews/presentations and/or demonstrations are required to determine the successful Contractor.

In the event interviews are conducted, all Proposers may not be granted an opportunity to interview/present and/or give demonstrations; the Owner reserves the right, in its discretion, to select only

the top scoring Proposers to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the written evaluation.

1. The Owner will contact selected Proposers to schedule interviews.
2. Interviews will include a formal presentation, and a question-and-answer session based upon subject matter provided by the Owner in advance of the interview.

The presentation process may allow the Proposers to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Proposer's key personnel, identified in their proposal, may be requested to participate in the structured interview to ascertain their understanding of the requirements of this proposal, their authority and reporting relationships within their company, and their management style and philosophy. A written copy or summary of the presentation, and demonstrative information (such as briefing, charts, etc.) may be offered by the Proposer, but the Owner reserves the right to refuse or not consider the offered materials. Proposers shall not be allowed to replace their written proposal information by altering or amending the proposals in the interview process.

Note: The Owner reserves the right to conduct Interviews in-person or through other methods such as, but not limited to, video presentation, telephone, virtual meetings, etc.

Once the oral interviews/presentations and/or demonstrations have been completed, the Owner reserves the right to make an award without any further discussion with the Proposers regarding the proposals received.

Any costs incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the Proposer and will not be compensated by the Owner.

#### **Q. AWARD AND NEGOTIATIONS**

The resulting contract from this RFP will be awarded to the Proposer who has been deemed responsible and responsive to the requirements outlined herein, has received the highest-ranking scoring, and whose services and/or products have been determined by the Selection Committee to be the most advantageous to the Owner.

The determination that identified the highest ranked Proposer offering shall be based on the Selection Committee's resulting scores from the evaluation criteria set forth in **Section IV. Evaluation and Submittal Information** and Proposers' performance in any oral interviews conducted.

The Owner reserves the right to make an award based on the written evaluation without holding oral interviews. Whereby, the scores from the written evaluation shall be the final ranking of the best qualified Proposer.

The Owner reserves the right to seek additional information from Proposers through various methods such as, but not limited to, multiple rounds of Oral Interviews, demonstrations, written clarification, information, and research at various stages of the process for the Selection Committee to make a final decision. All awards will be made in a manner deemed in the best interest of the Owner.

As deemed necessary by the Owner, the successful Proposer shall receive information from the Owner and/or meet with Owner's Representative(s) to negotiate an initial detailed work plan, finalize the scope of services, if applicable, and the costs.

If the Owner is unable to arrive at an agreement with the top ranked Proposer, the Owner retains the sole right to move on to negotiations with the second (then third, etc.) ranked Proposer. The contract to be executed may be based on a Cost Proposal/Fee Schedule with a "not to exceed total" for total expenditures agreed upon in negotiations.

#### **R. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS**

The Proposer shall respond to the Attribute in Ebid regarding U.S. Citizenship/Sole Proprietorship and complete all documentation as required by the State of Nebraska as instructed.

## **S. ETHICS IN GOVERNMENT CONTRACTING**

The Owner reserves the right to reject proposals, overturn an award notification and/or terminate a contract if it is discovered that a Proposer commits or has committed ethical violations, such as but not limited to, the following offenses:

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 procurement process.
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the procurement process.
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any local, state, or federal entity.
4. Submitting a proposal on behalf of another party or entity.
5. Collusion with any person or entity to influence the procurement process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair competitive advantage, subvert the RFP or prejudice the Owner.

**The terms from The Lincoln Municipal Code (“LMC”) Sub-section 2.54.050 Prohibited Acts shall be enforced during the project.**

## **T. DEVIATIONS FROM THE REQUEST FOR PROPOSAL**

The Proposer should include any deviations from the RFP and the proposed replacement language on company letterhead and attach to the section as required in Section IV. Failure to include deviations will be interpreted to infer that Proposer agrees to all terms as outlined in the Specifications and RFP documents with no deviations.

The Owner reserves the right to accept or reject the deviations according to the best interests of the Owner.

Deviations that are not acceptable to the Owner and are not negotiable by the Proposer may result in the Proposer being deemed non-responsive and rejection of the RFP response.

## **U. ANTI-LOBBYING PROVISION**

During the period between the advertised date and the contract award, Proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any City/County Elected Official or Owner employee except during Owner-sponsored inquiries, briefings, interviews, or presentations sent or provided directly to the City/County Purchasing Division.

## **V. SITE VISITATION**

Proposers shall inform themselves of the conditions under which work is to be performed, including site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance. The Proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

If the project is in a designated non-public area, Proposers are not allowed to visit the sites except for a Pre-Proposal Meeting or upon written approval by the City/County Purchasing Division.

## **W. PERFORMANCE ON PRIOR CONTRACTS**

As a part of the evaluation process and award determination at any stage during the RFP process the Owner may consider a Proposer's performance on prior contracts/agreements. If unfavorable performance led to a substantial breach and/or termination of an Owner contract for ongoing poor performance, the Owner reserves the right to determine that such performance and/or termination is relevant and renders the Proposer ineligible for an award from this solicitation. This same discretion may also apply to Subcontractors that the Proposer intends to utilize. The Owner may also exercise their right to proceed with an award but request a Performance Bond be added to the Contract and contingent on the Proposer carrying said bond for a specified period of time.

## **X. REFERENCE CHECKS**

By submitting a proposal in response to this RFP, the Proposer grants to the Owner the right to perform reference and/or credit checks to verify characteristics such as, but not limited to, experience, skills, reputation, judgement and/or the capacity to perform the contractual obligations resulting from this RFP.

The Owner may use the submittals requested in Section IV. of this RFP (Summary of Proposer's Experience) as references. Further, the Owner reserves the right to request additional information related to experience and financial documents if deemed necessary to ascertain the Proposer's ability to meet the requirements outlined herein and in other related RFP documents.

Unsatisfactory information obtained from any references and/or credit checks carried out may be grounds to reject a proposal, withdraw from negotiations or rescind the award of a contract. A Proposer may not use work performed for their own company as a reference to substantiate performance. The Owner may also exercise internal reference checks at their discretion for any known work performed for the City or County. Any unfavorable information obtained is subject to Owner's discretion on award eligibility.

**Y. AWARD NOTIFICATION**

Notification may be sent to Proposers who were included in correspondence and/or registered under the code used. The successful Contractor will receive a notification, via email or through Ebid, advising of the award. All non-awarded Proposers may receive email through Ebid notifying they did not receive an award.

**Z. DEBRIEFING**

The Owner does not provide verbal or written debriefing sessions regarding any part of the RFP solicitation process.

**AA. ENTIRE AGREEMENT**

The resulting contract awarded shall constitute the complete and entire agreement between the Owner and the successful Contractor and supersedes any prior representations, understandings, communications, commitments, agreements, or Proposals, oral or written that are not incorporated as a part of the Contract.

### III. PROJECT INFORMATION

Proposers are to review this section, prepare and submit a “Technical Proposal” outlining detailed responses to items **A. through E.** listed below. Submittals within **Section 2 of the Proposal Response** shall correspond with this information.

#### A. PROJECT ENVIRONMENT AND REQUIREMENTS

##### 1. SCOPE OF WORK

PBA intends to contract with a Contractor who will work cooperatively with PBA Staff to create a new, intuitive, modern website that will incorporate both PBA's and PWB's Summer Concert Series brands.

The goals of the website redesign are to:

- a) Create a cohesive and engaging user experience that effortlessly transitions between the Venues while maintaining dedicated URLs for each.
- b) Better inform visitors about events.
- c) Streamline the website structure for easier navigation and content discovery.
- d) Deliver dynamic content.
- e) Modernize and enhance visual appeal and presentation.
- f) Improve Search Engine Optimization (SEO).
- g) Implement responsive design.
- h) Comply with the latest ADA standards.
- i) Support robust integrations with mobile applications, ticketing systems (Ticketmaster), and social media platforms.

##### 2. PROJECT ENVIRONMENT

The Venues require a content management system (CMS) built exclusively for arenas and venues to manage/schedule event announcements, on-sales, event end dates, and promotions for a multi-venue database for Pinnacle Bank Arena and Pinewood Bowl Theater Summer Concert Series. Users must be able to easily add, edit, and remove the site's pages and content (text, photos, and graphics) through a web-based, secure administrative area. The CMS must be capable of [Ticketmaster.com](https://www.ticketmaster.com) integration with preview and override ability, allowing multiple users to add, edit, or remove content from a smartphone.

##### 3. PROJECT REQUIREMENTS

###### a) **Provide Cloud Hosting Infrastructure**

Capacity for massive on-sales, caching technologies, optimizing speed, and less than three-second load times for handling monumental ticketing demands of the world's most popular live events.

###### b) **Mobile-friendly/Responsive**

The site must be optimized to fully support mobile standards and effectively convert into a microsite when accessed on mobile devices. Guests must be able to access the same amount of information on their phones as desktop computers. The website must be designed and constructed to display properly on various browsers and platforms, including Firefox, Chrome, Internet Explorer, Safari, and mobile devices (cell phones and tablets).

###### c) **Fast Loading Pages**

The website must be designed such that each page loads in less than three (3) seconds on an average computer.

###### d) **Accessibility Standards**

The website's construction and design must meet the most recent World Wide Web Consortium (W3C) main international best practices for the World Wide Web and its accessibility. It includes features that meet WCAG 2.2 AA guidelines—tools for Accessibility, including automated alt-tags for event information.

###### e) **SEO Features**

Ability to manage website tracking tags for SEO management. Implementation of Google's Knowledge Graph and Facebook Open Markup. Implement best practices for search engine

- optimization and integration with Google Analytics.
- f) **Domain Names**  
Pinnacle Bank Arena currently owns the domain names for [pinnaclebankarena.com](http://pinnaclebankarena.com) and [pinewoodbowltheater.com](http://pinewoodbowltheater.com).
  - g) **API Integration**  
Seamless integration with ticketing, full API event integration with Ticketmaster to support less manual entry of event information, and integrations with mobile applications, social media platforms, and web security firms.
  - h) **AI Integration Technology to have dynamic, personalized responses in real-time chat experiences.**
  - i) **Security Features**  
SSL Encryption: Ensure all data transmitted through the website is encrypted using SSL.  
Regular Security Audits: Schedule regular security audits to identify and fix vulnerabilities.
  - j) **Easy to Navigate:** The site should be easy to navigate. The information should be grouped and presented logically and require no more than three (3) levels of pages for a user to find desired information.
  - k) **Google Event Detail Page Schema Data and Breadcrumbs**  
This includes Google event detail page schema data and breadcrumbs, making it easier for people to discover and attend events through Google Search results and other Google products, like Google Maps.
  - l) **Friendly URL creator**  
Ability to create friendly URLs and meta tag/description management for better SEO Management.
  - m) **Pixels & Other Code**  
Easily add social media pixels or other code for retargeting purposes.
  - n) **Site Statistics**  
Provide analytics report
  - o) **Special Offers Feature**  
Ability to feature and promote deals, discounts or other special promotions to the general public or special groups by created dedicated pages.
  - p) **Ad Rotators/Promotional Spaces**  
Ad Rotators and Promotional Spaces to promote sponsors, premium seating, partner hotels, and special offers
  - q) **Flexible Tile System**  
A versatile grid of card-style design for home page and landing pages that allows staff to create visually striking sections on any page. Internal staff would have complete control over the size, background color, images, and various other style options for each block, allowing for virtually limitless configurations of tiles.
  - r) **Video Integration to events/home page**  
A media player for video clips, including audio and video capabilities, is especially significant for “virtual tour” videos. It must have the capability for YouTube Video Integration.
  - s) **Related Events Capability**  
The ability to assign related events to another similar type of event page for consideration to purchase additional shows and will automatically remove these events when past the event date.
  - t) **Large Event Calendar (visual interactive event calendar)**  
Responsive large event calendar.
  - u) **Mini Calendar**  
Mini calendar on event pages or best locations.
  - v) **Home Page Intro Video Panel**
  - w) **Ad Serve capability**
  - x) **Advanced Website Search Query Tool**  
Tools to allow customers to perform customized Ad-Free website search queries that are in sync with website changes, and auto-fill capabilities and ticket purchases instantaneously.



- y) **Ticket Alert Feature (Timed on/off on Home page and event pages)**  
Ability to make sliding alerts at the top of the home page and event detail pages for urgent messaging.
- z) **Splash pages and custom overlays (Timed on/off on Home page and event pages)**
- aa) **Event Detail Pages**  
Event detail pages with accessibility indicators, calendar, and slide show gallery capabilities.
- bb) **Event Detail Page Alerts**  
The ability to schedule alerts to attach directly to event detail pages to broadcast important show announcements, notify users of time changes, or provide updates on show cancellations or postponements.
- cc) **Group Sales Feature**  
Ability to create dedicated landing pages tailored to any number of specific companies. Landing pages must be able to add company-specific discounts and exclusive offers information, presenting a curated list of events with offers.
- dd) **Team logos specific to the Facility**  
(i.e., UNL Men's & Women's Basketball, which links to the teams' websites).
- ee) **The site shall have a request information form.**
- ff) **The site must link to an external premium seating content management system.**
- gg) **Ability to promote presales, premium inventory, buying options, and upgrades, including premium seats, suites, dinner packages, and merchandise.**
- hh) **Provide basic image editing, resizing, cropping, and filters to enhance images.**
- ii) **Ability to change sub-navigation pages whenever needed.**

#### **ADDITIONAL ITEMS:**

- a) **Event Sponsors Feature on the Event Detail Page**  
Ability to incorporate sponsor names/logos or sponsored by line on event detail pages.
- b) **Event Archive**  
Create an event archive feature enabling the creation of a dedicated "history" section on the website, offering a look back at past events. Patrons will be able to revisit events.
- c) **Password protection for hidden or discreet landing pages/content**
- d) **E-cal Integration**  
Add to calendar technology so patrons can receive updates directly on visitors' personal calendars.
- e) **Interactive Visitor's Guide**  
A guide to promote entities surrounding the facility.

## **B. PROPOSED DEVELOPMENT APPROACH**

### **1. PROPOSED RESOLUTION**

Explain in detail your proposed approach to the redesign of established and heavily used websites. Such an explanation should include your rationale around how you will assemble your team and how you will successfully meet all the development and deployment phases. Substantiate how your company will possess the essential skill, creativity, and innovation skill level necessary to meet the objectives and requirements of the resulting contract.

### **2. INNOVATION AND CREATIVITY**

Explain in detail your company's approach to and philosophy on providing innovative and creative websites for your clients. Please note any feedback from clients or their customers about your work. How would you work to make the Venues' website up-to-date and attractive to users in an ever-changing and crowded website atmosphere?

## **C. TECHNICAL CONSIDERATIONS AND CHALLENGES**

### **1. TECHNICAL CONSIDERATIONS**

The Venues' website is available 24/7. Describe how your company would ensure access is consistently available and accessible for patrons. Describe how you would make yourself available to our staff in the event of technical issues.

2. **EVALUATE AND IDENTIFY POTENTIAL CHALLENGES**

Identify any potential assistance and support your company would need from the Owner to help successfully address any potential challenges. Be specific in the details of your assessment on how involvement by the Owner would yield optimal outcomes and interface with your company's ongoing services.

**D. PROJECT WORK PLAN, MANAGEMENT, AND IMPLEMENTATION**

1. **WORK PLAN**

Provide a detailed narrative on how your company plans to provide a well-designed and innovative website for the Venues, including:

a) Description of the website redesign methodology recommended for the Venues and to be used to meet the requirements of this RFP.

b) Project plan that specifically describes how the Contractor intends to complete each phase of the project plan successfully. The project plan should clearly identify all the tasks and activities the Contractor will complete to provide the services requested in this RFP successfully.

2. **PROJECT PLANNING AND MANAGEMENT**

Describe the planning and management skills your company will employ to promptly meet deadlines as they pertain to the project phases defined above.

3. **PERFORM IMPLEMENTATION**

Describe how your company will promptly meet the development and deployment phases.

4. **PROVIDE POST-IMPLEMENTATION SUPPORT**

Describe how your company will provide maintenance and support after the roll-out of the new Venues website.

**E. DELIVERABLES AND COMPLETION**

1. **DELIVERABLES**

Definition Phase: The Contractor will work with Pinnacle Bank Arena to finalize the information architecture for the site, including the site map. The Contractor will work through at a minimum of two (2) rounds of revisions and suggestions with Pinnacle Bank Arena. The Contractor will deliver final wireframes detailing the components and features of the homepage and interior pages.

Deliverables:

a) Findings summary that details how the new design will incorporate brand strategy and targets identified audiences.

b) Findings summary on improving current front-end design and back-end coding practices.

c) Preliminary site map.

d) Proposal of hosting plan. Detail what is included (server space, updates to CMS, security, application and widget updates).

Design Phase: The Contractor will develop a clean, modern, high-quality design that will serve our organization and audience. The Contractor will provide two (2) homepage design options followed by 3–5 rounds of revisions based on feedback from Pinnacle Bank Arena. The Contractor will provide two (2) design options for the interior pages followed by three (30 rounds of revisions based on feedback.

Deliverables:

a) Wireframe designs for 2 design options.

b) Design mockups for 3-5 rounds of revision templates, including color, graphics, header, footer, and navigation bar for Pinnacle Bank Arena approval.

c) Selection of final design by Pinnacle Bank Arena.

Development Phase: The Contractor will implement the final approved design and build out site in a Content Management System. Contractor will test system, fix bugs and install web features. Contractor will have all third-party integrated programs in place and ready for seamless transitions.

Deliverables:

a) Summary of findings for website team on the existing functionality with any notes, adjustments or suggestions.

b) Developed modules for content creation, custom or pre-existing, for testing.

c) Staff training for adding/editing/deleting content.

Deployment Phase: Before project completion, the Contractor will provide appropriate documentation and training to the appropriate Pinnacle Bank Arena staff, detailing the features and functionality of the new site. The contractor will train designated Pinnacle Bank Arena staff on the daily maintenance and upkeep of the site. Contractor will warranty their work for a period of a year and will address technical problems that arise during the first twelve months after completion of website. Hosting will continue past deployment.

Deliverables:

a) Website style guide.

b) Collection of content which corresponds to each page, provided by Pinnacle Bank Arena.

c) Sample pages from the Contractor exhibiting layout, styles, and options.

d) Summary of modifications presented by the website team.

e) Documentation of modification.

f) All documentation and manuals for maintenance of the website.

## 2. COMPLETION

Describe how the redesigned website will benefit staff and patrons and stay up-to-date, current, and updated throughout the duration of the contract.

## IV. EVALUATION AND SUBMITTAL INFORMATION

### A. SELECTION AND EVALUATION FACTORS

Proposals that do not meet the minimum requirements as outlined herein and related Ebid attachments may be deemed non-responsive and may not be evaluated by the Selection Committee.

1. Proposals deemed to meet the requirements shall be evaluated by a Selection Committee and will be scored for each of the following areas. Available points are indicated next to each category except Oral Interviews.
  - a. Experience, Proposed Staff Management Approach, and Subcontractors (200 points)
  - b. Technical Proposal (300 points)
  - c. Project Schedule (200 points)
  - d. Quality, Organization, and Completeness of Proposal Response (100 points)
  - e. Costs (200 points)
  - f. Oral Interviews (1000 points) if necessary.
2. The selection criteria for the “written evaluation” listed directly above shall be the basis for an award or the determination of Proposers to be selected for an Oral interview and/or demonstration.
3. If interviews are conducted, the scores from the “written evaluation” and “oral interviews” shall be added together for a cumulative total and final ranking of the best-qualified Proposer.
4. If interviews are not conducted, the scores from the “written evaluation” shall be the final ranking of the best-qualified Proposer.

### B. PROPOSAL RESPONSE FORMAT AND SUBMITTALS

#### IMPORTANT INSTRUCTIONS:

Proposers shall rely on the instructions outlined below, other related sections and any relevant Addenda regarding required contents and organization of the RFP response. Read all instructions carefully before assembling the components that comprise the RFP response.

#### Physical characteristics of the proposal response:

1. PDF file format
2. Single
3. Minimum 10pt Arial or Calibri font style
4. 8 ½ x 11 size for each page of content
5. No narrative content to be placed on the divider pages
6. Divider pages between section may only be a single page
7. Numbering of pages within Sections 1, 2, and 3 that matches the TOC

Proposer shall submit their proposal via the **Ebid** system as a PDF File. (Also note the instructions outlined in Section II. Proposer Submission Information and Instructions contained in this document). Information within the RFP response should be presented in a quality manner that is clear and concise. Contents should be properly organized with submittals sequenced in the order as listed, clearly identified throughout with section divider pages where requested.

A **maximum of forty (40) pages of content** will be allowed for submittal information requested to be placed within **Sections 1, 2, and 3** of the response (see specific submittals requested for sections 1, 2, and 3 below).

The maximum page count shall apply to the content that is requested to be submitted within **Sections 1, 2, and 3** of the proposal response. The maximum number of pages of content allowed excludes the front cover, section divider pages, information listed under 1. a. through f below, and only specific submittals requested under the Appendix section. Proposers are cautioned to not attempt to add additional content for Section 1, 2 and 3 within other sections of the Proposal response or to add content on the divider

pages. Proposals containing organizational errors and/or omission of information are subject to being down scored accordingly, and possible disqualification. **Failure to adhere to the maximum number of pages allowed may result in rejection of the Proposer's response.**

Proposers attempting to submit portions of the response containing Proprietary Information and/or Trade Secrets should comply with the instructions as outlined under Protection of Proprietary Information and Trade Secrets. **Any documents qualifying for this type of categorization may also be subject to the maximum number of pages allowed for proposal contents.**

**Proposal responses that do not contain each of the categories and items listed below may be deemed to be non-responsive.**

The information being requested in each of the respective categories listed below (**1** through **5**) shall be used as the primary basis in the determination of the Proposer's ranking in the "Written Evaluation".

1. Include the following documents within the Proposal Response - **(Place these documents before Section 1 of the Proposal)**.
  - a. EXHIBIT 1;
  - b. Letter of Interest;
  - c. Table of Contents (TOC);
  - d. A summary of the following information about your company:
    - i. Company name, address, and telephone number;
    - ii. Years established and former names of your company;
    - iii. Brief explanation on types of services your company is particularly qualified to perform;
    - iv. Average number of staff employed.
  - e. All deviations, modifications, additional or other changes, including but not limited to, the RFP document, Insurance Requirements, Ebid attachments (i.e., sample Contract Agreement) and Addenda shall be declared on company letterhead with reference to the affected document(s) and section(s). Any such deviations, modifications placed elsewhere and not described in this section shall be null and void. Further, deviations may result in the Proposer's submission being deemed as non-responsive. The review process for approval of any type of deviation shall occur prior to the evaluation process.
  - f. List and number all agreements separately here that you feel may be applicable – i.e., Support and Maintenance Agreement, End-user License Agreement, Warranty Agreement, etc.

Note: Deviations to subject-matter related content of the RFP should be noted within the respective section of your response to alert the Selection Committee.

2. **EXPERIENCE, PROPOSED STAFF MANAGEMENT APPROACH, SUBCONTRACTORS, AND RESUMES– (Section 1 of the Proposal Response)** – This section shall consist of the following information about each sub-category listed. This requested submission information shall be subject to the maximum page count.

**a. Summary of Proposer's Experience:**

The Proposer should provide an organized summary listing their previous projects similar to this RFP in size, scope, and complexity. The Owner is requesting and will rely on at least two (2) and no more than three (3) narrative project descriptions submitted by the Proposer during its evaluation of the proposal and shall also use information from the organized summary of experience to perform any necessary reference checks. The Owner reserves the right to request additional information and/or clarification to assist in making assessments in either capacity.

The Proposer should address each of the following items for similar projects:

- i. Provide detailed narrative descriptions to highlight the similarities between the Proposer's past performance/experience and this RFP. These descriptions should include:
  - a) Company name (including the name of a contact person, a current telephone number, and e-mail address);
  - b) The time period of the project;

- c) The scheduled and actual completion dates;
  - d) The Proposer's responsibilities.
  - e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a Proposer performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget;
  - f) Current projects and estimated costs of each; and
  - g) Any other specialized qualifications which your company might possess which would be of benefit to the project, related to the core requirements as listed.
- ii. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.
  - iii. If the work was performed by a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.
- b. Summary of Proposer's Proposed Staff Management Approach and Subcontractors**
- i. The proposer should present a detailed description of its proposed approach to the management of the project.
  - ii. **Subcontractors:**  
If the Proposer intends to subcontract any part of its performance hereunder, the Proposer should provide:
    - a) name, address, and email address of the Subcontractor(s);
    - b) list of specific tasks that will be performed by each Subcontractor(s)
    - c) percentage of performance hours intended for each Subcontract; and
    - d) total percentage of Subcontractor(s) performance hours.
  - iii. The Proposer should provide information to substantiate that they have sufficient professional staff to meet the proposed schedule. The Proposer should identify the specific professionals who will work on the Owner's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the Owner's project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

**Any changes in the proposed personnel shall only be implemented after written approval from the Owner.**

### **3. TECHNICAL PROPOSAL – (Section 2 of Proposal Response)**

The technical proposal section submission should include each of the items listed below – **See information regarding these categories in Section III. PROJECT INFORMATION.** This requested submission information may be subject to the maximum page count.

- a. Understanding of the project environment and requirements;
- b. Narrative describing proposed development approach;
- c. Technical considerations and any potential challenges;
- d. Detailed project work plan, management, and implementation to demonstrate assurance and competency in successful completion; and
- e. Deliverables and Completion.

#### 4. PROJECT SCHEDULE – (Section 3 of Proposal Response)

The project schedule section should include each of the items listed below. This requested submission information may be subject to the maximum page count.

- a. Provide a detailed schedule of work, activities, and confirmation of willingness and capability to meet the time requirements expressed in the scope of services;
- b. Submit information that describes performance record for timeliness; and
- c. Outline the current projects which are being conducted from the location of the Proposer's office responding.

#### 5. Attachment 1 – Cost Proposal

**Important** – Proposers should complete the **Attachment 1 – Cost Proposal** form found in the Attachment section of Ebid. Complete the Cost Proposal in its entirety using the layout shown and in conformance with all aspects as outlined within the form. Proposers may attach additional documentation as required on company letterhead and place ALL Cost Proposal components in PDF file separate from the written proposal. **The cost proposal is not proprietary.**

Attach the Cost Proposal in the “**Other Attachment**” under Response Attachments tab of Ebid as a separate .pdf attachment labeled “Attachment 1 - Cost Proposal” – **Do not include within the written response PDF file.**

##### a. **Cost Summary**

The Cost Proposal should present a total fixed cost to perform all the requirements of the RFP. The Proposer should include details in the Owner's Cost Proposal template supporting all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and unit costs. When an arithmetic error has been made in the extended total, the unit cost will govern.

The Owner reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

##### b. **Delivery Costs**

Costs quoted for products shall be net, including transportation and delivery charges fully prepaid by the contractor, F.O.B. destination named in the RFP. No additional charges will be allowed for packing, packages, or partial delivery costs.

## V. ADDITIONAL RESPONSIBILITIES AND REQUIREMENTS

Important: The successful Contractor shall also be subject to each of the following additional requirements and responsibilities.

### A. INSURANCE REQUIREMENTS

Prior to the execution of the contract resulting from this RFP, the Contractor will be required to provide proof of insurance that is compliant with the **Insurance Requirements** document in the Attachments tab of Ebid. If a firm is seeking self-insurance, it shall be requested in the RFP response through the format outlined in Section IV.B.1.d. During the review process, the Owner may require submission of financial information for analysis of self-insurance eligibility. The Contractor shall be responsive to a request for financial documents, which are sufficient in content, to perform an analysis on the firm's ability to provide self-insurance coverage for the resulting contract. Either type of request submitted is subject to review and approval by the City's Law department.

**Proposers are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to RFP closing date and time to expedite the contract execution process.**

### B. PERFORMANCE BOND

No Performance Bond is required for this project.

### C. BID BOND

No Bid Bond will be required for this project.

### D. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

### E. E-VERIFY

In accordance with Neb. Rev. Stat. 4-108 through 4-114, the Contractor agrees to register with and use a federal immigration verification system to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise 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 pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The Contractor shall require any Subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to <https://www.e-verify.gov/>.

### F. COOPERATION WITH CONTRACTORS

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



**G. PERMITS, REGULATIONS, LAWS**

The Contractor must comply with all current Local, State, and Federal requirements necessary to perform all duties and requirements of the resulting contract. The Contractor shall be responsible for obtaining and paying for all royalties, licenses, permits, and approvals necessary for the execution of the contract. The Contractor guarantees that it has the full legal right to the materials, supplies, equipment, software, and other items used in performing all aspects associated with the contract.

**H. MATERIALS AND WORKMANSHIP**

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means necessary to complete all the work required by the resulting Contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under the RFP Specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary, any defective work, material, etc. if in the opinion of the department and/or Purchasing Division said issue is due to imperfection in material, design, workmanship, or Contractor fault.

**I. INDUSTRY STANDARDS**

If not otherwise provided, materials or work outlined for the resulting contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

**J. DATA PRIVACY**

Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents, and patent rights.

The Proposer agrees to hold the Owner harmless from any claims resulting from the Proposer's unlawful disclosure or use of private or confidential information.

The Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implement regulations pertaining to confidentiality of health information.

If applicable to the work requested a sample "Business Associate Agreement" will be included, which will be part of the contract and incorporated by this reference.

**K. SITE RULES AND REGULATIONS (IF APPLICABLE)**

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

## VI. CONTRACT DOCUMENTS AND RESPONSIBILITIES

**IMPORTANT NOTICE:** Proposers interested in providing products and/or services for the Owner shall review the terms and conditions of the resulting “CONTRACT DOCUMENTS” and all additional documents mentioned herein prior to responding to this RFP. By submitting a proposal response to this RFP, Contractors, and all Subcontractors, agree to meet the substantive requirements of these documents. Many, but not all, relevant documents are listed below under the C. SUMMARY OF DOCUMENTS REQUIREMENTS and can be viewed as indicated for each respective item.

### A. CONTRACT DOCUMENTS

The contract documents may comprise of the Contract and consist of all items contained in the Ebid and documents submitted by the firm during the RFP process. Proposers shall disclose all deviations with the City’s standard Contract. Deviations with the terms of the standard Contract, or requests for amendments to the standard Contract may be a basis for disqualifying proposals.

### B. CONFLICTING TERMS

To the extent other terms and conditions attached hereto conflict with the terms and conditions stated herein, the resulting contract agreement shall control.

### C. SUMMARY OF DOCUMENTS

Below is a summary of requirements and/or documents that may be applicable to the Agreement resulting from this RFP:

1. Provisions set forth in the Sample Agreement and all contents mentioned within the executed Agreement. - See Sample Agreement found in the attachment section of Ebid.
2. Any additional requirements and/or responsibilities listed in any section of this RFP
3. All Federal provisions and/or requirements referenced or attached in Ebid;
4. Insurance Requirements in Ebid attachments or herein this document;
5. Additional attached documents related to this solicitation;
6. Any requirements, provisions and/or relevant information contained in Addenda issued;
7. Deviations submitted by the Proposer;
8. Oral Interview presentation and any related material;
9. Any Contract Amendments executed after an original agreement and subsequent renewals and/or extensions; and
10. All terms that survive the initial and subsequent contract periods.

### D. CONTRACT AGREEMENT

The “CONTRACT DOCUMENTS” will be the Agreement that results from this RFP solicitation. This Agreement will encompass, but not be limited to, the items listed in the SUMMARY OF CONTRACT DOCUMENTS.

Proposers are to review the sample Contract Agreement in the Attachment section of Ebid. This document is intended to be the final Agreement that will be executed between parties.

### E. TERMINATION

This Contract may be terminated by the following:

1. Termination for Convenience. Either party may terminate this Contract upon [thirty (30)] days written notice to the other party for any reason without penalty.
2. Termination for Cause. The Owner may terminate the Contract for cause if the Contractor:
  - a. Refuses or fails to supply the proper labor, materials, and equipment necessary to provide services and/or commodities.
  - b. Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
  - c. Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owner will provide the Contractor written notice of said breach or default and allow the Contractor [thirty (30)] days

from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

**F. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS**

In the event funding is not available to continue with services as written, the Owner(s) reserve the right to terminate the contract for convenience with no financial obligation to the Contractor, Subcontractors, or other stakeholders besides the amount due for services rendered prior to notice of termination.

The Owner(s) may terminate the resulting contract in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the Owner(s). In the event of unavailability of funds to pay any amounts due under the resulting Contract, the Owner(s) shall immediately notify the Contractor, and the resulting contract shall terminate without penalty or expense to the Owner(s). Upon termination, the Owner(s) shall pay the Contractor for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by the resulting Contract.

**G. IMPLIED REQUIREMENTS**

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the RFP documents, shall be included.

**H. CONTRACT MODIFICATION**

The resulting contract shall be modified only by the written agreement and approval of the parties through a contract amendment. No alteration variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties through a contract amendment. Every amendment shall specify the date on which its provisions shall be effective.

**I. ASSIGNMENT, SALE, OR MERGER**

The contract established resulting from this RFP process shall not be transferred to/or assigned without prior written consent of the Owner and must be handled through the Owner's document approval process.

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

**J. LIQUIDATED DAMAGES**

No liquidated damages are associated with this project.

**K. LAWS**

The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached because of this process.

**L. SEVERABILITY**

If any provision of the resulting contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected, and each provision of the resulting contract shall be enforced to the fullest extent permitted by law.

**M. LIVING WAGE**

The Contractor agrees to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July. This provision is only applicable to City of Lincoln projects.

**N. INDEPENDENT CONTRACTOR**

It is the express intent of the parties that the contract awarded shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owner and employees of the Owner shall not be deemed to be employees of the Contractor. The Contractor and the Owner shall be responsible to their respective employees for all salaries and benefits. Neither the Contractor's employees nor the Owner's employees shall be entitled to any salary, wages, or benefits

from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick or injury leave. The Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

**O. STAFF QUALIFICATIONS**

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be the employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the awarded contract may result in termination of the contract or damages.

**P. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

All data, forms, procedures, software, manuals, system descriptions and workflows developed or accumulated by the Contractor under the contract resulting from this RFP shall be owned by the using department. The Contractor may not release any materials without the written approval of the using department.

**Q. CITY AUDIT ADVISORY BOARD**

All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/purchase order, as allowed by law. This provision is only applicable to City of Lincoln Projects.

**R. RECORD RETENTION**

The Contractor shall refer to and comply with the record keeping, retention of documents, as per the requirements outlined in the LPA Guidelines Manual for Federal-Aid Projects and any other periods stated in the RFP solicitation documents and resulting Agreement.

## VII. PAYMENT AND INVOICING

### A. PROHIBITION AGAINST ADVANCE PAYMENT

The Owner will not pay for services or equipment in advance of receipt and approval of such product or service throughout the term of the contract unless specifically listed in the final contract document.

### B. TERMS OF PAYMENT

The payment schedule for the project is tied to specific dates and deliverables as outlined in the awarded contract. Invoices may be submitted by the Contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved by the Owner's designee. A percentage of the total contract cost may then be invoiced based on the schedule.

### C. TAXES AND TAX-EXEMPT CERTIFICATE

The Owner is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.

The exception to this statement is the Water Division of the City of Lincoln. All services and supplies are taxable per Reg. 066.14A, and no exemption certificate will be issued.

### D. INVOICES

Contractor's invoice(s) for payment of services and products must be sent to the appropriate department according to contract terms with all applicable information included to ensure proper billing and final payment. Invoices shall include the following:

1. Contractor's information:
  - a. Company Name
  - b. Sales Rep name and email address
  - c. Payment Address
  - d. Phone number for billing inquiries
2. Owner's information:
  - a. Name of requesting department
  - b. Contact Name
  - c. Delivery Address
  - d. Phone number
  - e. Contract Number/RFP Number
  - f. Project Number (if applicable)
3. Line Items:
  - a. Specific list of deliverables received/duties performed
  - b. itemized rates charged for services
  - c. List price, discount percentage, and sell price for goods

Failure to provide invoices in this manner may result in late payment to the Contractor with no repercussions to the Owner.

## EXHIBIT 1

If your company meets the minimum requirements as listed in this RFP under **Section I. F. "ESSENTIAL QUALIFICATIONS AND EXPERIENCE,"** then please complete this form and include it in the electronic response as indicated. Fill in your company name in the two areas listed below, sign, and date.

I have read and understand the ESSENTIAL QUALIFICATIONS AND EXPERIENCE requirements as outlined. I declare that our company, \_\_\_\_\_ meets all said requirements in the capacity of the Company and not through the experience of our Subcontractors or staff experience acquired through previous employment at other companies.

\_\_\_\_\_ is identified as the Contractor/Provider contractually obligated to perform all the requirements as listed in the above-referenced section of the RFP.

Further, our company understands and agrees that this form does not represent or replace any other submissions requested under Section **IV.B.2.** for **EXPERIENCE, PROPOSED STAFF MANAGEMENT APPROACH AND SUBCONTRACTORS** for the evaluation. The sole purpose of this form is to declare that our company meets the minimum qualifications and experience for acting in the capacity of the responsible party and to ascertain our company, regardless of Subcontractors and former experience of employees, is eligible for consideration in this RFP process.

I am an authorized signer to represent our company on this proclamation.

\_\_\_\_\_  
Authorized Company Representative

\_\_\_\_\_  
Date

**FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT  
CERTIFICATION FORM FOR  
TECHNOLOGY RELATED PRODUCT OR SERVICES**

For the purposes of complying with the Foreign Adversary Contracting Prohibition Act ("the Act"), Neb. Rev. Stat. §73-901 to §73-907, I attest and certify as follows:

Name of Company AXS Digital, LLC, dba carbonhouse, carbonhouse LLC

Check all that apply:

- ☒ I am authorized to attest and certify as the owner of the Company, in whole or in part, or as an authorized representative of the Company, to make the certifications required herein.
- ☒ The Company is providing technology related products and/or services to the public entity and is not a scrutinized company as defined in the Act; it is not subcontracting with a scrutinized company under the Act; and the technology related products and/or services provided herein do not originate with a scrutinized company under the Act.
- ☐ The Company is not providing technology related goods or services as defined under the Act.
- ☐ The Company is a scrutinized company and has entered into an Agreement or an Agreement Renewal with the public entity to provide a technology related good manufactured by a scrutinized company that meets the exception for the provision of a technology related good by a scrutinized company.
- ☒ I hereby attest and certify on behalf of the Company that the responses and information provided on this form are true, complete, and accurate. The Company understands that any scrutinized company that violates this Act or that violates the certification may be subject to action by the Nebraska Attorney General, civil penalty, and that such violation may void the contract.

PRINT NAME: Brandon Ryan Lucas  
(First, Middle, Last)

SIGNATURE: 

TITLE: President, carbonhouse

DATE: 1/29/25

# Insurance Requirements

Submitted on	12 November 2024, 3:22PM
Receipt number	1704
Related form version	18

The requirements herein apply to contracts to be issued by the City of Lincoln, Lancaster County, the Lincoln-Lancaster County Public Building Commission, and the West Haymarket Joint Public Agency. For purposes of certificates, endorsements and other proof required herein, only include the entity issuing the contract.

**DEFINITIONS:** For purposes of these Requirements, the following definitions apply:

- **"Agreement"** shall mean the contract between the Owner and the Contractor into which these Insurance Requirements are incorporated by reference.
- **"City"** shall mean the City of Lincoln, NE.
- **"COI"** shall mean a Certificate of Insurance.
- **"Contractor"** shall mean the individual, company, etc. being hired to perform the Work under the Agreement. Contractor shall include all owners, officers, employees, agents, and subcontractors and employees of any of them.
- **"County"** shall mean the County of Lancaster, Nebraska.
- **"Owner(s)"** shall mean any, all, or a combination of the City of Lincoln, NE, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency and their elected and appointed officials, officers, employees, agents, contractors, and consultants.
- **"PBC"** shall mean the Lincoln-Lancaster County Public Building Commission.
- **"Site"** shall mean the location the Work is being completed and/or delivered to.
- **"WHJPA"** shall mean the West Haymarket Joint Public Agency.
- **"Work"** shall mean the project being completed, products being delivered, and/or services being provided as contemplated in the Agreement.

**OWNERS: The Insurance Requirements apply to the following:** WHJPA

**PROVISIONS:**

- 3. Commercial General Liability
- 4. Automobile Liability
- 5. Workers' Compensation
- 14. Cyber Insurance

**Contractor shall comply with the following provisions:**

**1. Insurance; Coverage Information**

- A. The Contractor shall, prior to beginning work, satisfy all provisions of these Insurance Requirements and shall provide proof of insurance coverage in a form satisfactory to the Owner, which shall not unreasonably withhold approval. Contractor shall comply with these Insurance Requirements, including maintaining all coverages required by these Insurance Requirements, at all times the Work is being done pursuant to the Agreement.
- B. Contractor's insurance shall be primary and non-contributory with any insurance coverage maintained by the Owner. Owner's insurance policies, if any, operate secondary, in excess, separately and independently from policies required to be provided by Contractor. The policies shall be written for not less than the limits of liability required herein. If Contractor maintains higher limits than the minimums shown, the Owner requires and shall be entitled to the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

**Deductibles/Retentions:** Deductibles/Retentions above \$25,000.00 shall not be permitted unless written consent is given by the Owner prior to close of an RFP or bid, or upon execution of the Agreement if a formal bid or RFP is not issued.

Owner has sole and exclusive discretion to reject deductibles/retentions that do not meet Owner's satisfaction.

**Self-Insurance:** In the event Contractor is self-insured for any insurance coverages required in this Agreement, Contractor is required to complete a Self-Insured Certification. If Contractor is self-insured for Workers Compensation, Contractor shall provide Owner a copy of



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**Owner(s) checked below shall be listed as the Certificate Holder on the COI using the following address: 555 S. 10th St., Lincoln, NE 68508**

West Haymarket Joint Public Agency

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## 2. Certificates

- A. The Contractor shall provide to Owner, in a form acceptable to Owner, a COI demonstrating the coverage required herein and include copies of all necessary endorsements, waivers, or other documents required by these Insurance Requirements before being permitted to begin the Work pursuant to this Agreement.

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## 3. Commercial General Liability: The Contractor shall have, maintain, and provide proof of Commercial General Liability Insurance.

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$1,000,000 combined single limit (CSL) each occurrence; \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate.
- C. **Coverage:** Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal and Advertising Injury. The required insurance must include coverage for all projects and operations by or on behalf of Contractor or similar language that meets the approval of the Owner, which approval shall not be unreasonably withheld. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in this agreement. Policy shall have a Cross-Liability/Separation of Insureds Clause specifying the insureds' protection under the policy as if each insured had a separate policy, with the exception of the limits of liability and any rights or duties that are designated to be for the first named insured only.
- D. **Additional Insured Endorsement Form:** The Contractor shall name the Owner as additional insured on Contractor's Commercial General Liability policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

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## 4. Automobile Liability: The Contractor shall have, maintain, and provide proof of Automobile Liability insurance.

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$1,000,000 CSL per accident. Auto Liability shall not be subject to an aggregate.
- C. **Coverage:** Coverage shall include liability arising out of the ownership, maintenance, or use of any motor vehicle, including Owned, Leased, Hired and Non-Owned.
- D. **Additional Insured Endorsement Form:** The Contractor shall name the Owners as additional insured on Contractor's Automobile Liability policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

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## 5. Workers' Compensation; Employers' Liability: The Contractor shall have, maintain, and provide proof of Workers' Compensation insurance.

- A. **Limits:** Workers' Compensation coverage not less than statutory requirements under the laws of the State of Nebraska and any other applicable State where Work may be performed. Employer's Liability coverage with limits of not less than \$500,000 each accident or injury shall be included.
- B. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner. The Contractor shall have its Workers' Compensation insurance carrier, or, if the Contractor is self-insured, then the Contractor itself shall, waive its subrogation rights/rights of recovery against the Owner and shall provide to Owner, in a form acceptable to Owner, a written document, signed by an authorized Officer of the Contractor confirming Contractor has waived their right of subrogation/waived their right of recovery.
- C. Sole proprietors and certain very small entities may be exempt from these requirements and it is the obligation of the Contractor to submit documentation to the Owner of the basis for any such exemption. Contractor will not hire/engage any employees or independent contractors without procuring a Workers Compensation policy and providing proof to the Owner.

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## 14. Cyber Insurance: The Contractor shall have, maintain, and provide proof of Cyber Liability Insurance.

- A. **Basis:** Claims-made basis with a retrospective date the earlier of the date of this Agreement or prior to work commencing.
- B. **Limits:** Not less than \$2,000,000 per claim and \$2,000,000 in the aggregate.
- C. **Coverage:** Coverage shall include coverage for unauthorized access, data security and privacy breach, notification costs and regulatory defense, including costs of investigating a potential or actual breach or potential extortion or ransomware claims.
- D. **Tail Coverage:** Shall be maintained for a minimum of two (2) years after the latest of the: a) final payment; b) agreement expiration; c) agreement termination or d) completion of the Work. In the event the policy is not renewed, Contractor shall arrange for a two (2) year extended reporting period provision.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

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**Subcontractors:** The Contractor shall ensure that all tiers of Contractor's subcontractors comply with insurance requirements identical to the Insurance Requirements between the Contractor and Owner. Contractor shall provide, upon Owner's request, all documentation evidencing

such compliance, to Owner on behalf of Contractor and Contractor's subcontractors.

**Cancellation/Renewal Notice:** Contractor's policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, non-renewed or aggregate limits exhausted until at least 30 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice from insurer, Contractor shall provide a copy of the notice to Owner. If coverage required under this Agreement is cancelled or non-renewed, Contractor shall provide evidence of replacement coverage, with no lapse in coverage between the policies. Contractor shall provide, prior to expiration of any policy(ies), certificates of insurance and endorsement forms evidencing renewal insurance coverages as required in this Agreement.

**Owner's Option:** Owner may purchase and maintain at Owner's expense, liability insurance. Contractor cannot rely upon Owner's liability policy(ies) for any of Contractor's insurance obligations required herein.

**Umbrella or Excess Liability:** The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Agreement provided such umbrella/excess coverage is not more restrictive than the primary coverage. Such coverage shall be excess of the Commercial General Liability, Auto Liability and Employer's Liability. If the Contractor is required to have, maintain and provide proof of Garage Liability, the Umbrella/Excess Liability shall also be excess of Garage Liability.

**Minimum Rating - Insurer:** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than "A-" VIII, unless Owner has expressly approves in writing.

**Reservation of Rights:** The Owner reserves the right to require a higher limit of insurance or additional coverages when the Owner determines that a higher limit or additional coverage is required to protect the Owner or the interests of the public.

**Sovereign Immunity:** Nothing contained in this clause or other clauses of this Agreement shall be construed to waive the Sovereign Immunity of the Owner.

**No Waiver by Owner:** Failure of the Owner to object to the form or content of the certificate or endorsement or to demand such proof as is required herein shall not constitute a waiver of any insurance requirement set forth herein.

Failure of Owner to demand such certificates of insurance, endorsements or other evidence of the Contractor's full compliance with these insurance requirements, or failure of Owner to identify any deficiency in compliance from the evidence provided, shall not be construed as a waiver of the Contractor's obligation to obtain and maintain such insurance at all tiers.

**Claims-made Tail Coverage:** Any liability insurance arranged on a claims-made basis, will require an Extended Reporting coverage for the duration specified or the maximum time period the Contractor's insurer will provide, if less than the duration specified. Contractor will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for the additional period. Continuous "claims made" coverage is acceptable in lieu of Extended Reporting coverage, provided the retroactive date is on or before the effective date of this Agreement and there is no prior or pending date added to the policy after the inception of this Agreement.

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## QUESTIONS

Consult with your insurance agent or broker on how to acquire the required coverages, endorsements, and waivers needed for your Agreement.

For additional information or questions concerning coverage or acceptable forms, Contractor may contact the Purchasing Division at 402-441-8103, or the Department that issues the Agreement. For general questions regarding Insurance Requirements, please contact the City of Lincoln Risk Management at 402-441-7671 or County of Lancaster, Nebraska's Risk Management at 402-441-6510, as appropriate.

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**E-mail Address (Internal use only)**

rweiss@pinnaclebankarena.com



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/28/2025

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).

<b>PRODUCER</b> MARSH USA LLC. 1225 17TH STREET, SUITE 1300 DENVER, CO 80202-5534 Attn: Denver.certrequest@marsh.com	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
CN102108752-NEW-GAWUP-24-25      C-AEG      Carb      AI	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> CARBONHOUSE LLC 800 W. OLYMPIC BLVD., SUITE 305 LOS ANGELES, CA 90015	<b>INSURER A:</b> Starr Indemnity & Liability Company	<b>NAIC #</b> 38318
	<b>INSURER B:</b> N/A	N/A
	<b>INSURER C:</b> AIG Specialty Insurance Company	26883
	<b>INSURER D:</b> N/A	N/A
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:**

SEA-004072180-02

**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$100,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1000100043241	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			10000692454241	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
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	100 0004053 (AOS) 100 0004052 (FL,MA,CT,AK) 100 0004057 (WI) See Additional Page	03/01/2024 03/01/2024 03/01/2024	03/01/2025 03/01/2025 03/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
C	Professional Liability E&O			01-232-77-34	06/15/2024	06/15/2025	Limit \$ 2,000,000 SIR \$ 1,000,000

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

Re: City of Lincoln

West Haymarket Joint Public Agency is included as an additional insured on the general liability and automobile liability as required by written contract or agreement. Coverage provided by the general liability shall be primary and non-contributory if required by written contract. Waiver of subrogation applies if required by written contract or agreement executed prior to loss.

Professional Liability E&amp;O includes Cyber

**CERTIFICATE HOLDER****CANCELLATION**

West Haymarket Joint Public Agency  
555 S. 10th St  
Lincoln, NE 68508

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

*Marsh USA LLC*

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## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA LLC.		NAMED INSURED CARBONHOUSE LLC 800 W. OLYMPIC BLVD., SUITE 305 LOS ANGELES, CA 90015
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

## WORKERS COMPENSATION (CONTINUED):

INSURER: Starr Indemnity &amp; Liability Company

POLICY NUMBER: 100 0004054 (AZ,IA,NJ,NC,TX,VT)

INSURER: Starr Specialty Insurance Company

POLICY NUMBER: 100 0004055 (CA)

POLICY NUMBER: 100 0004056 (NY)

EFFECTIVE DATE: 3/01/2024

EXPIRATION DATE: 3/01/2025

PER STATUTE

## LIMITS:

E.L. EACH ACCIDENT: \$1,000,000

E.L. DISEASE - EA EMPLOYEE: \$1,000,000

E.L. DISEASE - POLICY LIMIT: \$1,000,000

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the

insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

<b>Name Of Person(s) Or Organization(s):</b>
Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



# Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Policy Number:** 1000692454 241

**Effective Date:** March 1, 2024 at 12:01 A.M.

**Named Insured:** The Anschutz Corporation

## ADDITIONAL INSURED – WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This policy is amended as follows:

### BUSINESS AUTO COVERAGE FORM

#### SCHEDULE

#### ADDITIONAL INSURED

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO"

I. SECTION II – LIABILITY COVERAGE A. Coverage, 1. Who is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey, President

Nehemiah E. Ginsburg, General Counsel



# Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

**Policy Number:** 1000692454 241      **Effective Date:** March 1, 2024 at 12:01 A.M.  
**Named Insured:** The Anschutz Corporation

*This endorsement modifies insurance provided under the following:*

### BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others **to Us**, is amended to add:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovered funds obtained by any injured employee.

All other terms, conditions and exclusions of the policy shall remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey, President

Nehemiah E. Ginsburg, General Counsel



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.0% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule****Person or Organization****Job Description**

Where required by contract

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 03/01/2024

Policy No.: 100 0004055

Endorsement No.:

Insured: The Anschutz Corporation

Premium: Included

Insurance Company: Starr Specialty Insurance Co.

Countersigned by



**RESOLUTION NO.**

1           BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public  
2   Agency:

3           That the Chairperson and/or Purchasing Agent of the West Haymarket Joint Public Agency  
4   is hereby authorized to issue a Purchase Order, to the lowest, responsive, responsible bidder, Voss  
5   Lighting, for an amount not to exceed \$58,898.00, for the purchase of event level hallway lighting  
6   for the Pinnacle Bank Arena, pursuant to Bid No. 25-023, and the Chairperson is authorized to  
7   approve and execute minor amendments and change orders thereto.

Adopted this \_\_\_\_\_ day of April, 2025.

Introduced by:

\_\_\_\_\_

Approved as to Form & Legality:

West Haymarket Joint Public Agency  
Board of Representatives

\_\_\_\_\_  
Legal Counsel for  
West Haymarket Joint Public Agency

\_\_\_\_\_  
Leirion Gaylor Baird

\_\_\_\_\_  
Tim Clare

\_\_\_\_\_  
Tom Beckius



400 PINNACLE ARENA DRIVE  
LINCOLN, NE 68508

**AWARD RECOMMENDATION** *(Single Vendor)*

Pinnacle Bank Arena has reviewed the RFP responses for 25-023 and made the following determination:

Voss Lighting, is the responsive Bidder meeting all requirements as outlined in the bid documents and Ebid, therefore Pinnacle Bank Arena recommends that the Full Proposal be awarded to Voss Lighting, in the amount of \$58,898.

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

Ryan Weiss  
Director of Operations  
Pinnacle Bank Arena

Event Number 25-023

Event Title Lighting Event Level Hallway at  
Event Description Pinnacle Bank Arena  
Event Type Bid  
Issue Date 1/24/2025 10:00:02 AM (CT)  
Close Date 2/7/2025 02:00:00 PM (CT)

Organization Lincoln Purchasing  
Workgroup Lincoln Purchasing  
Event Owner Sharon Mulder  
Email smulder@lincoln.ne.gov  
Phone (402) 441-7428  
Fax

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Voss Lighting	Lincoln	NE	2/6/2025 03:45:26 PM (CT)	1	\$58,898.00
LINCOLN WINLECTRIC	LINCOLN	NE	2/7/2025 10:10:48 AM (CT)	1	\$62,275.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

Line #	Description	Mfgno	QTY	UOM	Voss Lighting		LINCOLN WINLECTRIC	
					Total Price	\$58,898.00	Total Price	\$62,275.00
					Unit	Extended	Unit	Extended
1	Lump Sum bid for the Lighting Event Level Hallway at the Pinnacle Bank Arena per specifications and itemized list included.		1	Lump Sum	\$58,898.00	\$58,898.00	\$62,275.00	\$62,275.00

Att #	Attribute Name	Attribute Note	Voss Lighting	LINCOLN WINLECTRIC
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes	Yes
2	Specifications	I acknowledge reading and understanding the specifications.	Yes	Yes
3	Purchase Order, Contract and Delivery Contact	<p>The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services.</p> <p>Please list the name, email address and phone number of the person who will be the contact person for the contract/PO to be awarded.</p>	<p>Brendan Williams, Brendan.williams@vosslighting.com, 4027709758</p> <p>Timothy Krivolavek Lincoln Winlectric 402-423-3100 tkrivolavek@winsupply.com</p>	
4	Delivery	<p>State number of delivery days after receipt of order (ARO). F.O.B. Destination (Freight paid by Vendor) to the City/County at the location.</p>	6-8 week lead time	<p>8 week lead time so approximately 56 days then transit time from factory to destination</p>
5	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes	Yes

Is your company legally considered an Individual or Sole Proprietor: YES or NO

As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at:  
<http://www.sos.ne.gov/business/notary/citizenforminfo.htm>

All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.

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

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

U.S. Citizenship Attestation

No

NO

I hereby understand and agree to comply with the requirements of the Foreign Adversary Prohibition Act and have completed and uploaded the certification form in the Response Attachments tab in Ebid.

If a Vendor indicates on such certification form that the company is a scrutinized company, the Vendor must meet the exception requirements under the Act and agrees to provide documentation to verify the exception requirements with the bid response.

Vendor further understands and agrees that any scrutinized company that violates the certification may be subject to action by the Nebraska Attorney General, civil penalty, and such violation may void the contract.

Foreign Adversary Contracting  
Prohibition Act

Foreign Adversary  
Contracting Prohibition Act Foreign Adversary  
Contracting Prohibition Act

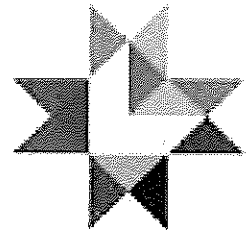
Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and an Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)

Tax Exempt Certification Forms

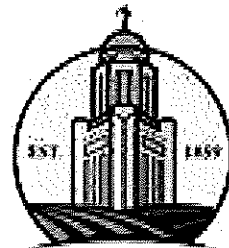
Yes Yes



Responding Supplier	Signature Full Name	Signature Email	Supplier Notes
Voss Lighting	Brendan Williams	brendan.williams@vossighting.com	
LINCOLN WINLECTRIC	Timothy Krivolavek	tkrivolavek@winsupply.com	Thank you for the opportunity!!!



**LINCOLN**



**LANCASTER**  
COUNTY

**25-023**

**Voss Lighting  
Supplier Response**

**Event Information**

Number: 25-023  
Title: Lighting Event Level Hallway at Pinnacle Bank Arena  
Type: Notice to Bidders  
Issue Date: 1/24/2025  
Deadline: 2/7/2025 02:00 PM (CT)

**Contact Information**

Contact: Sharon Mulder, Asst. Purchasing Agent  
Address: 440 South 8th Street  
Suite 200  
Lincoln, NE 68508  
Phone: (402) 441-7428  
Email: [smulder@lincoln.ne.gov](mailto:smulder@lincoln.ne.gov)

## Voss Lighting Information

Contact: Mike Little  
Address: 1601 Cushman Dr.  
Lincoln, NE 68512  
Phone: (402) 328-2281  
Fax: (402) 328-2282  
Email: mike.little@vosslighting.com  
Web Address: vosslighting.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Brendan Williams

Signature

Submitted at 2/6/2025 03:45:26 PM (CT)

brendan.williams@vosslighting.com

Email

## Requested Attachments

### Foreign Adversary Contracting Prohibition Act Form

Foreign Adversary Contracting  
Prohibition Act Certification Form  
(1).pdf

Complete and upload the certification form in the Attachments tab in Ebid.

### Attestation Form

Attestation form signed.pdf

Complete and upload the Attestation Form from the Attachment tab.

## Bid Attributes

### 1 Instructions to Bidders

I acknowledge reading and understanding the Instructions to Bidders.

☒ Yes

### 2 Specifications

I acknowledge reading and understanding the specifications.

☒ Yes

### 3 Purchase Order, Contract and Delivery Contact

The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the contract/PO to be awarded.

Brendan Williams, Brendan.williams@vosslighting.com, 4027709758

### 4 Delivery

State number of delivery days after receipt of order (ARO). F.O.B. Destination (Freight paid by Vendor) to the City/County at the location.

6-8 week lead time

**5 Bid Documents**

I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.

☒ Yes

**6 U.S. Citizenship Attestation**

**Is your company legally considered an Individual or Sole Proprietor: YES or NO**

As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at:  
<http://www.sos.ne.gov/business/notary/citizenforminfo.html>

All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.

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

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

No

**7 Foreign Adversary Contracting Prohibition Act**

I hereby understand and agree to comply with the requirements of the Foreign Adversary Prohibition Act and have completed and uploaded the certification form in the Response Attachments tab in Ebid.

If a Vendor indicates on such certification form that the company is a scrutinized company, the Vendor must meet the exception requirements under the Act and agrees to provide documentation to verify the exception requirements with the bid response.

Vendor further understands and agrees that any scrutinized company that violates the certification may be subject to action by the Nebraska Attorney General, civil penalty, and such violation may void the contract.

☒ Foreign Adversary Contracting Prohibition Act

**8 Tax Exempt Certification Forms**

Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and an Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)

☒ Yes

**Bid Lines**

**1** Lump Sum bid for the Lighting Event Level Hallway at the Pinnacle Bank Arena per specifications and itemized list included.

Quantity: 1 UOM: Lump Sum Unit Price: \$58,898.00 Total: \$58,898.00

Item Notes: No Installation, just delivery of lights.

**Response Total: \$58,898.00**

**RESOLUTION NO.**

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public  
2 Agency:

3 That the Chairperson of the West Haymarket Joint Public Agency is hereby authorized to  
4 enter into a Unit Price Contract with Wired, Inc., for a total amount not to exceed \$32,900.00, for  
5 the installation of event level hallway lighting at the Pinnacle Bank Arena, pursuant to Bid No. 23-  
6 055, and the Chairperson of the West Haymarket Joint Public Agency Board of Representatives is  
7 hereby authorized execute said Contract.

Adopted this \_\_\_\_\_ day of April, 2025.

Introduced by:

Approved as to Form & Legality:

\_\_\_\_\_  
West Haymarket Joint Public Agency  
Board of Representatives

\_\_\_\_\_  
Legal Counsel for  
West Haymarket Joint Public Agency

\_\_\_\_\_  
Leirion Gaylor Baird

\_\_\_\_\_  
Tim Clare

\_\_\_\_\_  
Tom Beckius



1384 G Road  
Palmyra, NE 68418  
Office: 402.499.5474  
Email: [wired@wiredne.com](mailto:wired@wiredne.com)

## Proposal

Proposal For: Ryan Weiss

Today's Date: March 12, 2025

Job Location: PBA Event Level Concourse

Job Description: Archway Lighting

We propose hereby to furnish material and labor necessary for the completion of:

1. Installation of 64 Owner provided Arch light fixtures.
2. Provide and install new conduits and wire as the branch circuit for the new lights.
3. Provide and install DMX Cabling where required for fixture operation.
4. Installation of Owner provided DMX Controllers. Programming by Others.
5. Provide and install plenum rated cat 6 cabling to nearest IDF closest for communication to the DMX controllers.
6. Rewire existing hallway emergency light circuit to stay off in event mode.

Clarifications:

1. The proposal is based on a typical 40-hour week as defined at the bottom of this proposal.
2. All programing provided by others.

Not included in this proposal:

1. Any man-lift rental fees.
2. Roof Penetrations or repair.
3. Installation or modification of the following systems: Fire Alarm, Temperature Controls, Access Control, Nurse Call, Paging or Sound systems.
4. Supplying, installing, or programming any variable frequency drives.
5. Engineering, design fees, drawings.
6. Arc Flash or Fault coordination calculations or updates.
7. Utility aid to construction fees.
8. Payment/ performance bond.
9. Patch or repair of walls.
10. Integration into existing proprietary Fire Alarm systems.

Work will be done at \$95.00/hr straight time on normal working hours- 7:00am to 3:30pm, Monday through Friday- \$137.00 over time after 3:30 and Saturdays with \$176.00 double time on Sundays and Holidays

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements

contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

We propose hereby to furnish material and labor – complete in accordance with above specifications.

Labor: -----\$25,220.00

Material: -----\$7,680.00

for the sum of: Thirty-Two Thousand Nine Hundred and 00/100 Dollars: \$32,900.00

Authorized  
Signature: \_\_\_\_\_

  
Daniel Badgett - President

Note: this proposal may be withdrawn by us if not  
accepted within 30 days. Payment terms net 30.

Acceptance of proposal: The above prices,  
specifications and conditions are satisfactory and are  
hereby accepted. You are authorized to do the work as  
specified. Payment will be made as outlined above

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date of  
Acceptance: \_\_\_\_\_

**CITY OF LINCOLN, LANCASTER COUNTY, CITY OF LINCOLN-LANCASTER  
COUNTY PUBLIC BUILDING COMMISSION**

**UNIT PRICE QUOTATION**

**This Document Is Required For All Unit Price Projects  
Unit Price - Electrical and Large Scale Electrical Services, Bid No. 23-055**

**Date: March 17,2025**

**TO DEPARTMENT/AGENCY REPRESENTATIVE:  
FROM (CONTRACTOR): WIRED INC.**

**AWARD LEVEL:**

**PROJECT DESCRIPTION: EVENT LEVEL 64 ARCHWAY LIGHT FIXTURE INSTALLATION**

Fill in the following Tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

**TIME OF COMPLETION**

Estimated Start Date: April, 2025	
Number of Days to Complete: 18	

**ELECTRICAL LABOR COST TABLE**

CONTRACTOR	Hourly Rate	Estimated # Hours	Estimated Total
Supervisor, Superintendent or Foreman			
Master Electrician			
Electrician			
Apprentice			
Laborer			
<b>TOTAL LABOR</b>			

**LARGE SCALE ELECTRICAL LABOR COST TABLE**

CONTRACTOR	Hourly Rate	Estimated # Hours	Estimated Total
Supervisor, Superintendent or Foreman - Large Scale			
Master Electrician - Large Scale			
Electrician Large Scale	95	276	26,220.00
Apprentice - Large Scale			
Laborer - Large Scale			



<b>TOTAL LABOR</b>			26,220.00
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#### **EQUIPMENT AND MATERIAL COSTS**

ITEM	COST	% of Markup	Estimated Total
Total Rental Equipment Costs			
Total Materials Cost	6,758.40	12	7,680.00
Total Shipping/Freight Cost			

#### **SUBCONTRACTORS COSTS**

SUB-CONTRACTOR (NAME)	COST	% of Markup	Estimated Total
Sub No. 1			
Sub No. 2			

**TOTAL ESTIMATED COST -- NOT TO EXCEED: \$ 32,900.00**

**FIRM: WIRED INC.** **APPROVED BY:** \_\_\_\_\_  
**BY: STEVE LINDGREN** \_\_\_\_\_ Department Agency/Rep  
**ADDRESS: 1384 G RD PALMYRA NE 68418** **PHONE NO: (531)333-8683** \_\_\_\_\_  
**DATE: MARCH 17, 2025** \_\_\_\_\_

Change Order #: _____ Accepted: _____ Not Accepted : _____
--

**RESOLUTION NO.**

1           BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public  
2 Agency:

3           That the attached Contract between the West Haymarket Joint Public Agency and Amano  
4 McGann, Inc., for parking garage gate reader technology updates at the Pinnacle Bank Arena, for  
5 a total amount not to exceed \$51,291.50, pursuant to Sole Source No. SS-263, is hereby approved  
6 and the Chairperson of the West Haymarket Joint Public Agency Board of Representatives is  
7 hereby authorized to execute said Contract.

Adopted this \_\_\_\_\_ day of April, 2025.

Introduced by:

Approved as to Form & Legality:

\_\_\_\_\_  
West Haymarket Joint Public Agency  
Board of Representatives

\_\_\_\_\_  
Legal Counsel for  
West Haymarket Joint Public Agency

\_\_\_\_\_  
Leirion Gaylor Baird

\_\_\_\_\_  
Tim Clare

\_\_\_\_\_  
Tom Beckius

## West Haymarket Joint Public Agency Signature Page

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**CONTRACT  
Amano ONE PARCS  
Sole Source No. SS-263  
West Haymarket Joint Public Agency  
Amano McGann, Inc.**

### **EXECUTION BY THE WEST HAYMARKET JOINT PUBLIC AGENCY**

#### **West Haymarket Joint Public Agency**

---

Leirion Gaylor Baird, Mayor  
Chairperson of the West Haymarket Joint Public Agency  
Board of Representatives

Approved Order No. \_\_\_\_\_

dated \_\_\_\_\_

## **CONTRACT DOCUMENTS**

**West Haymarket Joint Public Agency  
Lincoln, Nebraska**

**Amano ONE PARCS  
Sole Source No. SS-263**

**Amano McGann, Inc.  
2699 Patton Road  
Roseville, MN 55113  
612-331-2020**

**West Haymarket Joint Public Agency  
Lincoln, Nebraska  
Contract Agreement**

THIS CONTRACT, made and entered into by and between **Amano McGann, Inc., 2699 Patton Road, Roseville, MN 55113**, hereinafter called the Contractor, and West Haymarket Joint Public Agency, Lincoln, Nebraska, hereinafter called JPA.

**Amano ONE PARCS, Sole Source No. SS-263**

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and JPA have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute, construct, and complete all Work included in and covered by JPA's award of this Contract to the Contractor, such award being based on the acceptance by JPA of the Contractor's Proposal, or part thereof, as follows:

**Agreement to Supplier's Proposal - Attachment A**

2. The JPA agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by JPA:  
**The JPA will pay for products/services, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract for a total of \$51,291.50.**
3. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. **E-VERIFY:** In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise 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 pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
- 5a. **TERMINATION FOR CAUSE**  
a) JPA may terminate the Contract if the Contractor:

1. Refuses or fails to supply enough properly skilled workers or proper materials;
  2. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
  3. Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
  4. Otherwise commits a substantial breach of any provision of the Contract Documents.
- b) When any of the above reasons exist, JPA without prejudice to any other rights or remedies of JPA may (after giving the Contractor and the Contractor's surety, if any, seven days' written notice) terminate employment of the Contractor. In addition JPA may (subject to any prior rights of the surety):
1. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
  2. Accept assignment of subcontracts; and
  3. Finish the Work by whatever reasonable method JPA may deem expedient.
- c) If the Contract is terminated by JPA as provided in this section, Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by JPA.
- d) If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for JPA staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to JPA.
- e) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination has been issued for the convenience of JPA.
- f) No termination or action taken by JPA after termination shall prejudice any other rights or remedies of JPA provided by law or by the Contract Documents upon such termination; and JPA may proceed against Contractor to recover all losses suffered by JPA.

5b. TERMINATION BY JPA FOR CONVENIENCE

- a) JPA may at its option, terminate this Contract in whole or in part at any time without cause by written notice thereof to the Contractor.
- b) Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, JPA shall pay Contractor in accordance with this Paragraph. The provisions of the Contract which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination to the extent provided in such provisions.
- c) Upon receipt of any such notice of termination, the Contractor shall, unless the Notice directs otherwise, immediately:
  1. Discontinue the Work to the extent specified by JPA;
  2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of that portion of the Work, if any, JPA has directed not to be discontinued;
  3. Promptly make every reasonable effort to procure cancellation upon satisfactory terms as determined by JPA of all orders and subcontracts not related to that portion of the Work, if any, JPA has directed not to be discontinued;
  4. Do only such other activity as may be necessary to preserve and protect work already in progress and to protect materials and plants and equipment on the Project Site or in transit thereto.
- d) Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- e) Upon termination, JPA shall pay the Contractor the full cost of all Work properly done by the Contractor to the date of termination not previously paid for by JPA. If at the date of such termination the Contractor has properly prepared or fabricated off site any goods for subsequent incorporation in the Work, JPA may direct the Contractor to deliver such goods to the Site or to

- such other place as JPA may reasonably determine, whereupon JPA shall pay to the Contractor the cost for such goods and materials.
- f) Upon such termination, JPA shall pay to Contractor the sum of the following:
    - 1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
    - 2. Previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Work.
    - 3. Any proven losses with respect to materials and equipment directly resulting from such termination.
    - 4. Reasonable demobilization costs.
  - g) The above payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by JPA pursuant to this provision; and Contractor will be entitled to no other compensation or damages and expressly waives same.
6. **INDEPENDENT CONTRACTOR:** It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of JPA and employees of JPA shall not be deemed to be employees of the Contractor. The Contractor and JPA shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor JPA's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. **FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION:** In accordance with the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. §73-901 to §73-907, a public entity shall require a company that submits a bid, or proposal, or enters into any contract or contract renewal with any public entity, to certify that the company is not a scrutinized company and will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company. As such the Contractor agrees to do one of the following:
- (A) If the Contractor is providing technology related goods or services under the Act, Contractor agrees to complete and sign a [Certification Form](#) as provided by the JPA certifying that the Contractor is not a scrutinized company and attach it to the Agreement; or
  - (B) If the Contractor is not providing technology related goods or services under the Act, Contractor agrees to complete and sign a [Certification Form](#) as provided by the JPA certifying that the Contractor is not providing such services and is not subject to the Act; or
  - (C) If the Contractor is providing technology related goods under the Act, and Contractor is a scrutinized company that qualifies under Neb. Rev. Stat. §73-906(2) as an exception for the provision of manufactured goods only, Contractor agrees to complete and sign a [Certification Form](#) as provided by the JPA certifying that the contractor is a scrutinized company that meets the exception provided under the Act.
8. **PERIOD OF PERFORMANCE:** The contract shall become effective upon execution by both parties. The final completion date of project shall be no later than July 31, 2025.
9. The Contract Documents comprise the Contract, and consist of the following:
- 1. Contract Terms
  - 2. Supplier Proposal - Attachment A
  - 3. Foreign Adversary Contracting Prohibition Act Certification Form
  - 4. Employee Classification Act Affidavit
  - 5. Employee Classification Act EO 83319
  - 6. Insurance Requirements
  - 7. Certificate of Insurance and Endorsements
  - 8. Sales Tax Exemption Forms 13 & 17

\* If the project includes paving, water, sewer, sidewalk, lighting or traffic signal work, JPA Standard Specifications for Municipal Construction will apply, which are on file in the office of JPA Clerk. Copies may be obtained at the Office of the City Engineer.

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and JPA hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.



## Vendor Signature Page

**CONTRACT  
Amano ONE PARCS  
Sole Source No. SS-263  
West Haymarket Joint Public Agency  
Amano McGann, Inc.**

**EXECUTION BY CONTRACTOR**

**IF A CORPORATION:**

Attest:

V.K.

Secretary

Seal

Amano McGann Inc

Name of Corporation

2699 Patton Road, Roseville, MN 55113

Address

By: Billy Kerpiniotis

Duly Authorized Official

## Senior Sales Executive

Legal Title of Official

**IF OTHER TYPE OF ORGANIZATION:**

Name of Organization

Type of Organization

---

Address

By:

Member

By:

Member

**IF AN INDIVIDUAL:**

Name \_\_\_\_\_

Address

Signature

**AMANO McGANN**

YOUR PARKING  
TECHNOLOGY PARTNER

# PROPOSAL

Prepared For  
Pinnacle Bank Arena



Project Location  
400 Pinnacle Arena Dr  
Lincoln, NE 68508-3823

Submission Date  
05 / 02 / 2024 updated 01/10/2025

Submitted To  
Ryan Weiss  
Pinnacle Bank Arena  
400 Pinnacle Arena Dr NE  
68508-3823

Prepared By  
BillyKerpiniotis  
Kansas City - 025  
Billy.Kerpiniotis@amanomcgann.com

**7,000+**  
INSTALLATIONS  
WORLDWIDE

**40+**  
YEARS IN THE  
PARKING  
INDUSTRY

**60+**  
SALES &  
SERVICE  
LOCATIONS

**US-**  
MANUFACTURING  
AND R&D

**QUOTE 6711****Project Name: Amano ONE PARCS**

SKU	Name	#	Total
<b>AMANO ONE PAY ON ENTRY STATION</b>			
AOTD1/A1B01NE	Amano ONE Entry Station - Windcave, Field-Supplied Prox, Custom Graphics Amano ONE Entry Station - Windcave, Field-Supplied Prox, Custom Graphics. Barcode ticket, 1D/2D barcode scanner, configured for field-supplied proximity reader, thermal ticket/receipt printer, IP intercom, camera, and Windcave SCR200F-VM contact/contactless credit card reader.	1	\$15,784.00
ATD-808550	Amano ONE Custom Graphics Panel - Lane, CC, Prox Lane, CC, Prox. Factory installed custom graphics panel with credit card opening and prox icon for Amano ONE lane and credit card only devices.	1	\$347.00
A-0001/000000F	Sealevel GPIO Kit Full Sign Output	1	\$804.00
<b>AMANO ONE EXIT READER</b>			
AOCARD1/A1B000NA	Amano ONE Access Reader – Field-Supplied Prox, No CC, Custom Graphics Amano ONE Access Reader – Field-Supplied Prox, No CC, Custom Graphics. 1D/2D barcode scanner, configured for field-supplied proximity reader, IP intercom, and camera.	1	\$5,856.00
RM-100A	Reader Pedestal, Amano ONE	1	\$420.00
AMR-210650	Amano ONE Custom Graphics Panel - Lane, Prox, No CC Lane, Prox, No CC. Factory installed custom graphics panel with prox icon.	1	\$347.00
<b>DIRECT DRIVE GATES</b>			
A-1210/2A3	AMI Direct Drive Gate, Integrated Field Connect Board Version, Aria Grey 110V, L-Hand, Amano EN75 Gray (RAL 7047). Includes factory-installed Field Connect Board.	2	\$7,920.00
AL35	11 ft. Folding Gate Arm, Aluminum, L-Hand	2	\$1,243.50
A-0110/000-5000	Heater Kit Required for temperatures below 0°F	2	\$1,170.00
L5	Pre-Fabricated Loop - 2x6	4	\$1,132.00

TICKETMASTER INTEGRATION			
TMAO-0001	Ticketmaster Facility Setup Fee (Single Facility)	1	\$3,125.00
ADDITIONAL ITEMS			
AODS/A0001	Amano ONE Custom Graphics Design Design services for Amano ONE faceplates.	1	\$433.00
OPTIONAL ITEMS			
<input type="checkbox"/> AONW-00002	Amano ONE 5G Network Kit Network router supporting one hard-wired ISP and up to two 5G/LTE cellular SIM cards. If the primary internet source drops, the router will automatically fail over to the next active internet source. Up to three layers of redundancy supported. Typically, one Network Kit per system; however, certain scenarios utilizing cellular communications may require additional kits.	1	\$2,910.00

Amano System Total    \$38,581.50

Name	Total
Installation, Service, and Support	
Project Installation Labor - Training - Travel Related Expenses	\$11,560.00

Installation Services Subtotal    \$11,560.00

Name
Freight
FRIEGHT & SHIPPING

Freight/Shipping Total    \$1,150.00

Name
Applicable Tax
Applicable Tax will be applied at Invoicing.

Tax Total    \$0.00

<b>Grand Total: \$51,291.50</b>

Recurring Subscription Costs

Name	#	Total
<b>RECURRING COSTS</b>		
Amano ONE Essential Software Package Essential Package includes software options for Card Access, Count, Revenue, Credit Card, Mobile Payments, Negotiated Fee, Notifications, Validations, Call Center, Multi-Tenancy, Core Reservation APIs, and Reports. Software package covers up to four devices. Add AOEPR/00001 for each additional device.	1	\$750.00
<b>OPTIONAL ITEMS (CHECK ITEMS TO INCLUDE)</b>		
<input checked="" type="checkbox"/> Ticketmaster API Integration Per Facility	1	\$314.00
<input checked="" type="checkbox"/> Pay-on-Entry	1	\$92.00
<b>Monthly Total</b>		<b>\$1,156.00</b>

## Amano ONE Reader

### OVERVIEW

Simplify entry and exit operations with the Amano ONE Reader. This device facilitates ticketless entry and exit and is compatible with a variety of credential technologies and applications.

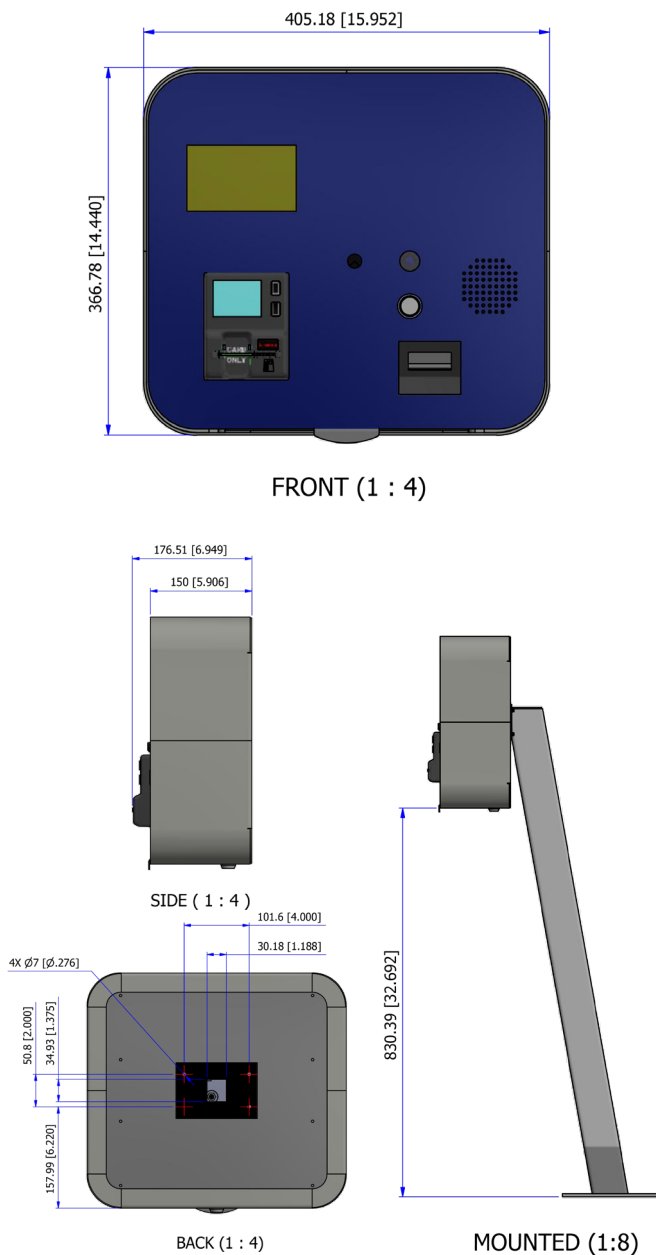
Utilize reservation and access credentials with the intelligent QR barcode reader. This device communicates with the Amano ONE cloud platform for simplified deployment and seamless updates, accelerated transactions, and reliable performance.

### FEATURES

- TCP/IP network connectivity
- Intercom and camera for built-in call center
- Proximity access options
- Bluetooth reader options
- Modular USB components for simplified service
- Accelerated processing and transaction speeds
- Automatic deployment of updates through the cloud
- Communicates with Amano ONE cloud-based software







Specifications

COMPLIANCE	
RoHS Compliant	
FCC Part 15	
Meets ADA (Americans with Disabilities Act) requirements	
ELECTRICAL	
Operational:	0.5A @120V at idle 1.0A momentary peak
Power Source:	120 VAC to 14VAC, 40W Wall Transformer (provided)
TIME CONTROL	
Real-time clock synchronization with host computer	
ENVIRONMENT	
Temperature:	-30°C ~ 50°C Ambient
Humidity:	10% ~ 95% (non-condensing)
HOUSING	
2.59mm 10 Gauge Aluminum, lockable door	
Height:	14.4" (36.6 cm)
Width:	16.0" (40.6 cm)
Depth:	7.0" (17.8 cm)
Weight:	17.9 lbs. (8.12 kg)
Finish (Standard):	Textured powder coat finish Amano EN75 Light Gray (RAL#7047) Custom color available upon manufacturer approval
DISPLAY	
800x480 WVGA 5" Graphic HDMI TFT Display HMI with Capacitive USB Touch Screen	
Height:	2.6" (6.48 cm)
Width:	4.3" (10.8 cm)
Display Buttons:	Help
BARCODE SCANNER	
Opening:	60mm x 50mm
Barcode Types:	1D (Linear) and 2D (QR)
Ambient Light:	Total darkness to 9,000 ft.-candles (96,900 LUX)
TICKET READER	
Reads all accepted 1D and 2D data matrix barcode tickets, access credentials, and passes	
INTERCOM/CAMERA	
Integrated IP intercom and camera	
Compatible with many other third-party intercom devices	
OPTIONAL KITS	
Integrated Proximity Access Reader	
Various contract readers available, including Bluetooth	

Specifications are approximate and are subject to change without notice.



# Amano ONE Related Components and Solutions

## AMI-1200 SERIES UNIVERSAL DIRECT DRIVE GATE

AMI-1200 Series Universal Direct Drive Gates will be installed in all entry and exit lanes to control access to each facility. Each gate comes with a dual-channel vehicle detector that will connect to the saw-cut inductance loops.

The gate connects to the universal controller in the Amano ONE entry or exit device and relays lane activity data in real-time to the Amano ONE cloud-based software, which provides the mechanisms to trigger full signs, disable devices, and other control functions that are driven by facility count thresholds. The AMI-1200 runs on 120V power, has four interior mounting bolts, and a removable access panel and gate hood. The heavy-duty powder coated 14-gauge steel provides durability in all environmental conditions.



### **Features**

- Direct drive barrier gate
- Architectural cabinet design
- DC direct drive gear-motor
- Selectable “Auto-Up” under power failure
- Standard “extra sensory” safety feature
- Gear motor clutch to reduce damage
- Plug-in dual vehicle detector
- Thermostatically controlled heater

## PROXIMITY READERS

Proximity readers can be installed behind the faceplate of Amano ONE lane devices for employee or contract patron access. Read range averages between 1” and 6” depending upon format. Upon successful acknowledgement of the proximity credential, the access system will send a signal to the AMI-1200 Direct Drive Gate to vend the gate arm and permit facility ingress or egress.

## CREDIT CARD PROCESSING SUBSYSTEM

The Amano ONE system utilizes a cloud-based third-party payment gateway from Windcave, a validated PCI P2PE® solution. Windcave manages the credit card transactions and payment services utilizing point-to-point encryption from an all-in-one contact and contactless terminal.

The Amano ONE software platform application and parking hardware, in conjunction with Windcave terminals, provide a complete credit card payment solution. Neither unencrypted credit card data nor sensitive authentication data is stored or transmitted by the Amano ONE system. The Windcave terminals encrypt all credit card data immediately upon swipe or read.



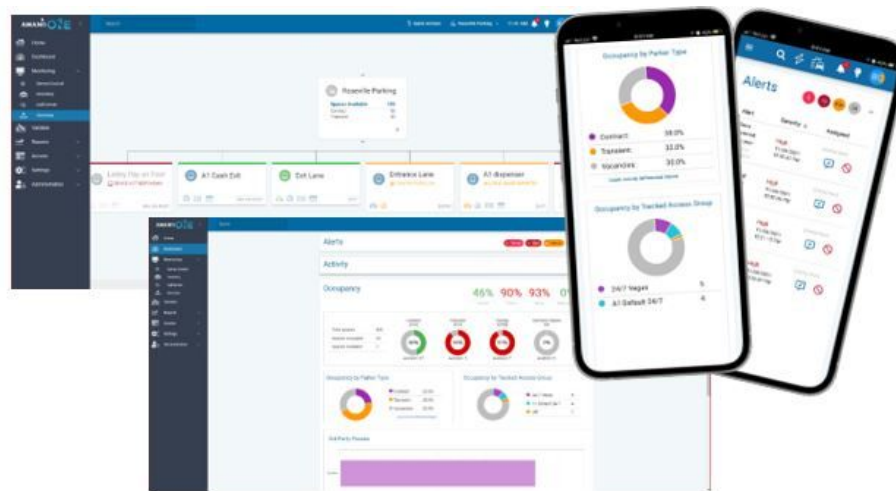
# SOFTWARE SOLUTION

## AMANO ONE SOFTWARE PLATFORM

Amano ONE is the most simplified, powerful, and reliable cloud-based Parking Access and Revenue Control System that perfectly optimizes parking operations. Our simplified cloud-based platform is designed to be easy to install and manage with lower maintenance costs, seamless updates, and intuitive onboarding.

The platform provides complete monitoring and control of Amano ONE lane devices and payment terminals through dynamic dashboards, delivering a fully integrated parking system for a single location or a multi-facility enterprise. Amano ONE makes it easy to manage parking operations while enhancing customer convenience through a built-in call center, mobile payments, and online validations.

The powerful, responsive design allows users to manage parking operations from any device with best-in-class reporting, expedited access, and rapid system processing speeds. Amano ONE uses the latest in cloud security to deliver an intuitive system that combines advanced technology and 24/7 AWS monitoring for the utmost in reliability. With Amano ONE you have the best parking control platform on the market.

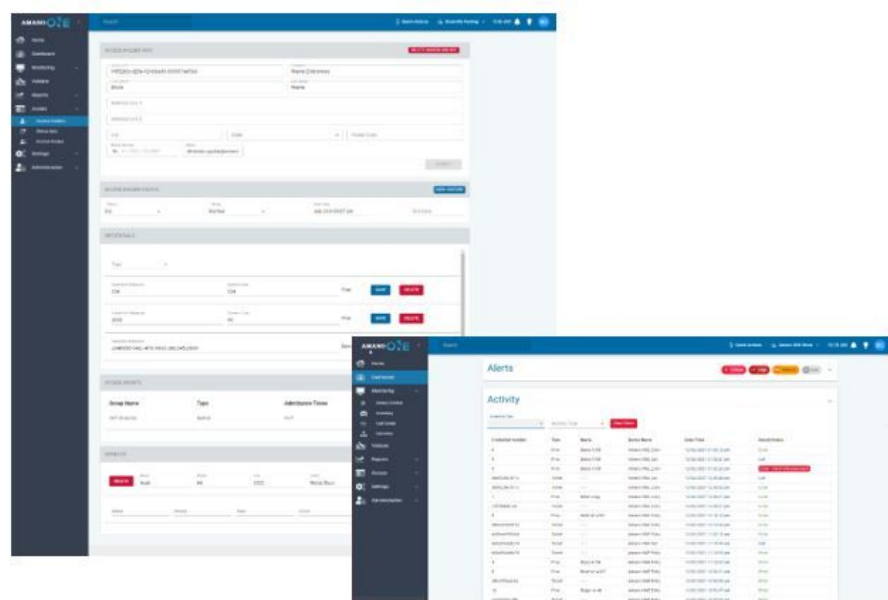


### Features

- Cloud-based software deployment
- Simplified, online device onboarding
- Seamless deployment of software updates
- Responsive design
- Portfolio management
- Multi-credential access
- Built-in call center
- Mobile payment functionality
- Online validations
- System alerts and notifications
- Easily view, add, and manage devices and facilities
- Powerful architecture with secure data encryption and easy up and out scalability

# ACCESS MANAGEMENT

Amano ONE facilitates simplified setup and flexibility for access holders with multi-credential management for each patron and unlimited access groups. Soft and hard anti-pass back can be enforced across all credentials associated with patron accounts. System users can add and update account records with ease and search existing accounts by name, credential number, license plate, or vehicle make or model. Authorized users can view access holder activity from the dashboard with user-selectable filters for credential and activity type.

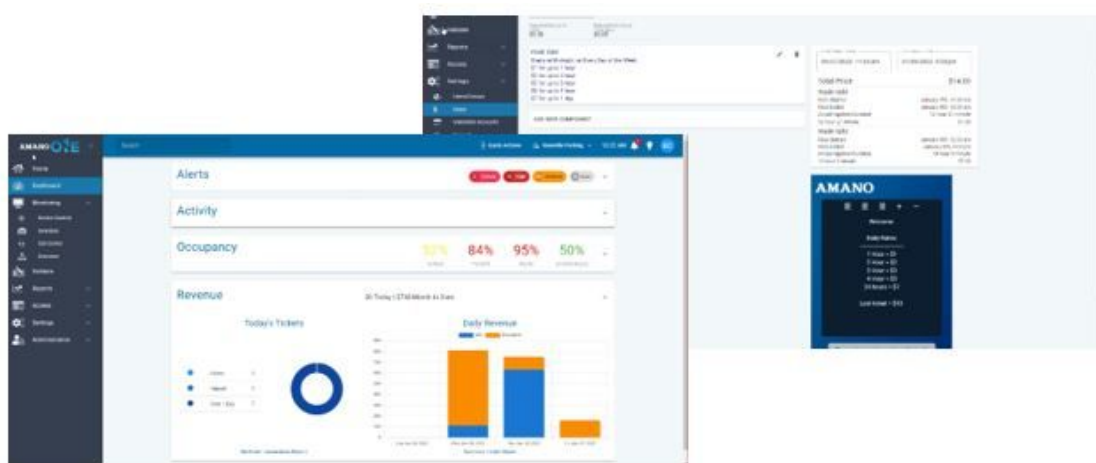


## Features

- Multiple credentials per user
- Barcode, proximity, magstripe, AVI, and more
- Email barcode credentials directly from the software
- Add, edit, and delete access holder records by individual account or access group
- View access holder activity from dashboard with one-click access to detailed reports

## REVENUE MANAGEMENT

Amano ONE tracks and records all revenue-based transactional activity from all lane and payment devices. The dashboard displays real-time, graphical transaction information to easily monitor system operations and quickly alert management of system alarms. Authorized users can setup, test, and deploy rates through the Amano ONE software platform. Users also have the ability to view how rates are displayed on device screens to ensure clear illustration to patrons.

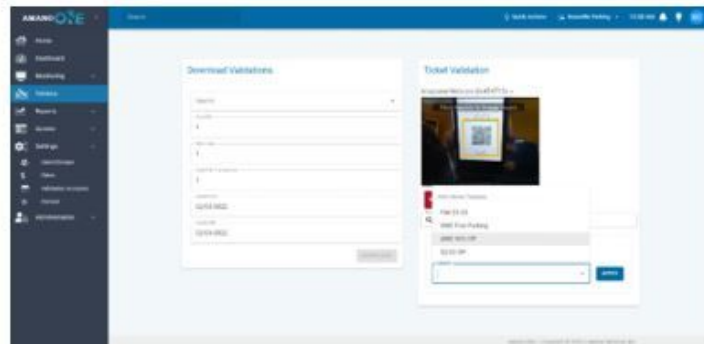


### Features

- Configure, enable, or disable devices
- View real-time and historical transactions
- Remote rate management and deployment
- Graphical dashboard overviews with one-click access to detailed reports

## VALIDATIONS

Amano ONE offers printed and online encrypted validation solutions to provide discounted parking fees. Validation coupons can be printed or applied directly to a patron's ticket via a sticker. Patrons simply scan their entry ticket and validation sticker to apply a discount and calculate the parking fee at an Amano ONE payment device. Convenient online solutions allow authorized personnel to virtually validate entry tickets through a web browser. The validation is automatically applied when the ticket is scanned at an Amano ONE payment device.



### Features

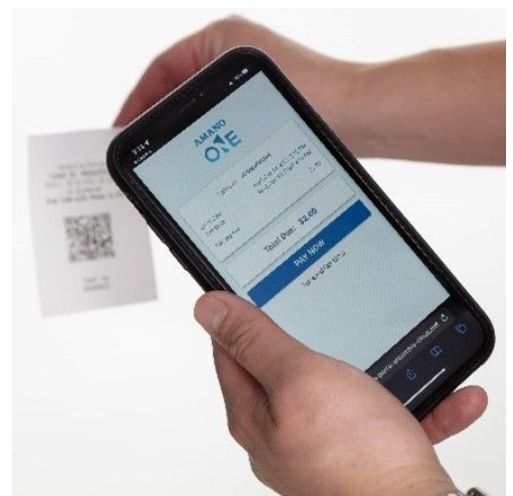
- Encrypted QR code
- Virtual or printed validations
- No app needed
- Consolidated reporting

## MOBILE PAYMENTS (No App Required)

Mobile payments are as simple as scan-and-pay with Amano ONE. Patrons simply scan their Amano ONE ticket with their smartphone to automatically open a browser with the payment website. From there, they can view their parking fee, apply validations or reservations, process a secure payment, and, optionally, receive a receipt via email.

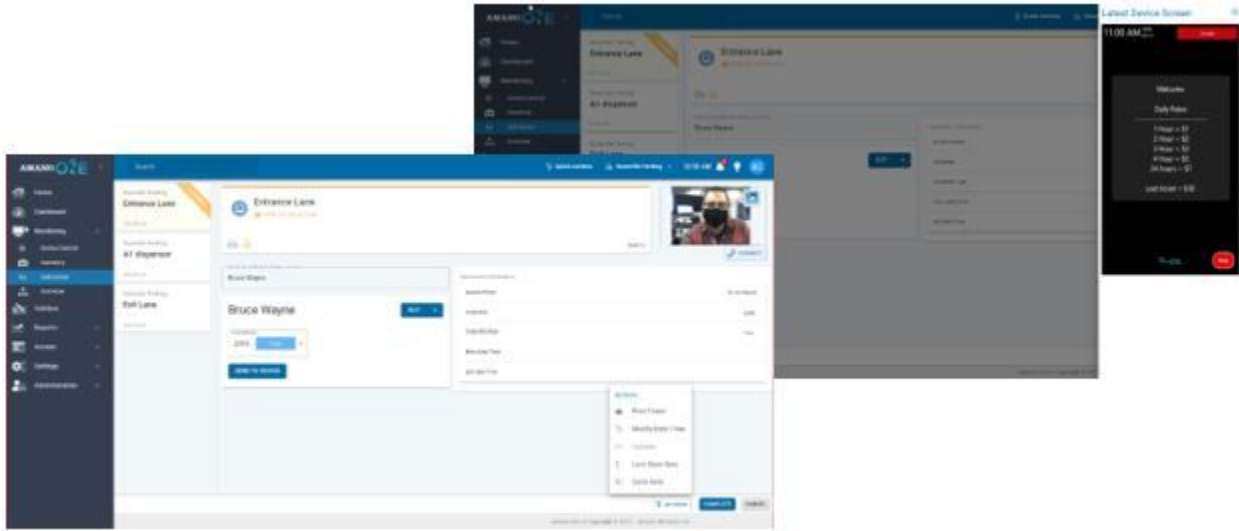
### Features

- Secure mobile payment
- No app to download
- View parking fees
- Apply validations
- Optional receipt via email
- Optional convenience fee



## BUILT-IN CALL CENTER

Amano ONE delivers enhanced customer support through a built-in call center. Parking operations or support personnel can utilize the camera and VoIP intercom built into all Amano ONE entry, exit, and pay-on-foot stations to easily respond to calls from any web-enabled device. The built-in call center functionality also provides the ability to view device status and transaction details, push new rates, apply discounts, change monthly parker status, and vend gates.

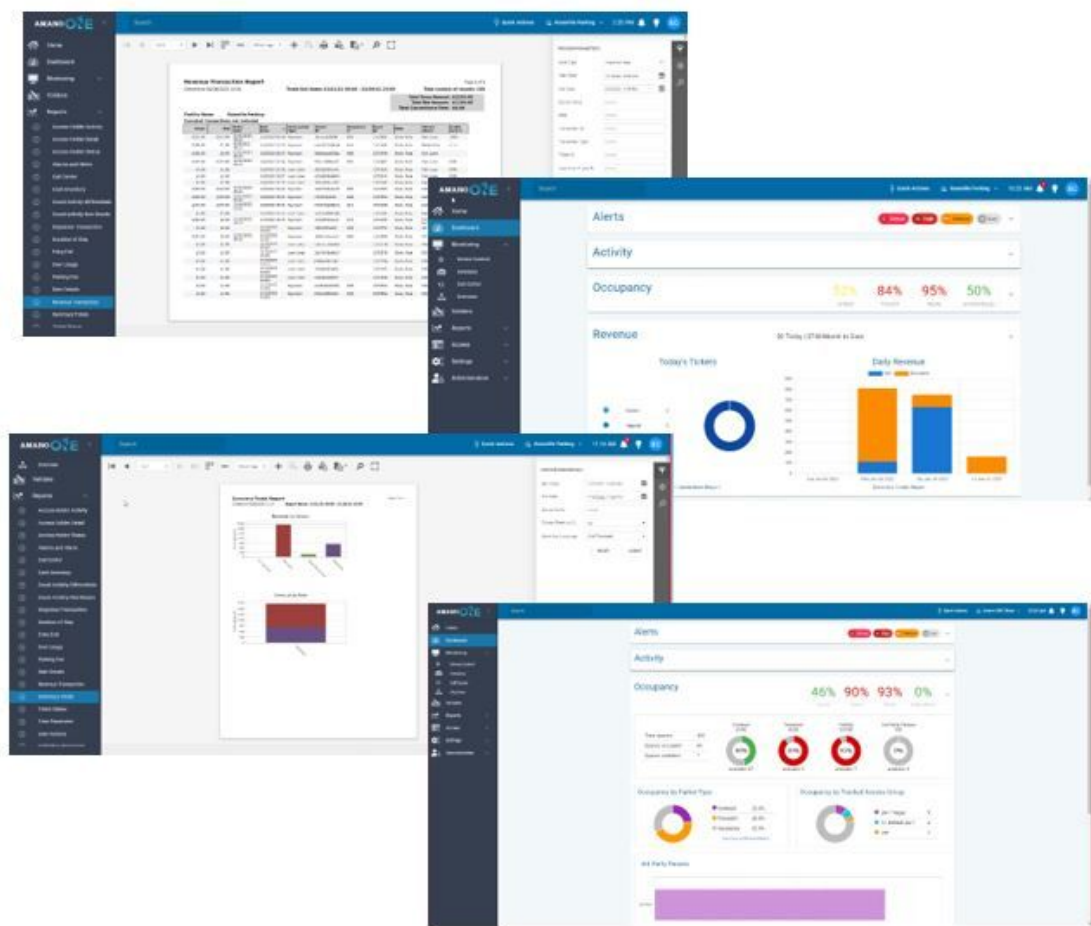


### Features

- Native call center with built-in HD camera and VoIP intercom
- View lane device status and transactional details
- Push rates to Amano ONE devices
- Change monthly status
- Vend gates

## DASHBOARDS AND REPORTING

Amano ONE offers intuitive, interactive dashboards with comprehensive reporting designed to manage a single facility or an entire portfolio. Dashboard overviews put important information at your fingertips with real-time revenue and occupancy views paired with actionable alerts. The software also provides the ability to select and modify an extensive range of reports to meet the specific requirements of your operations. Reports can be exported to a variety of formats including .CSV, .XLS, .PDF, HTML, and Text.



### Features

- Comprehensive reporting tool
- Dashboard overviews with one-click access to detailed reports
- Interactive reporting with a multitude of parameter filters
- Actionable alerts accessible from the dashboard

## THIRD-PARTY INTEGRATIONS / OPEN API

Amano ONE supports integration with third-party parking reservation applications through an open API service. This allows facilities to provide patrons with cashless options and an enhanced customer service experience which includes parking reservations, coupons, and pre-paid parking. The system communicates with aggregators to verify the validity of passes and coupons when scanned at lane devices and payment stations. Amano ONE also calculates and collects for early arrivals and late departures to ensure accounting of all revenue.



# Terms and Conditions

## Conditions and Disclaimers

1. Amano McGann calculates installation labor using our standard Merit Shop Labor Rates. Should Client require Prevailing Wage, Union, and/or PLA Labor, additional costs may apply and will be quoted separately.
2. Amano McGann shall not be liable for penalties and/or consequential damages.
3. If the proposed solution describes a requirement for monthly, quarterly, or annual maintenance fees, these fees will be billed in advance of providing services. If these fees are not paid within 30 days after receipt of invoice, Amano McGann may, after giving seven (7) days' written notice, suspend services until all amounts due have been paid in full.
4. Specific requirements for EMV, E2EE and P2PE are determined independently by others outside Amano McGann and our industry, including the respective card networks, issuers and processors and are subject to change. Clients are strongly encouraged to evaluate specific requirements against their own specific business needs and to work with their bank, and processor to evaluate the approved solution provider configurations that satisfy relevant minimum card and terminal requirements.
5. For any product that accepts credit card as a means of payment and is configured for EMV, E2EE and P2PE: owner/merchant is responsible for negotiation and execution of an agreement with an approved Amano McGann Gateway/Merchant Service Provider and are required to select from a list of processors supported by that gateway. Fees associated with gateway and transaction processing through the solution provider are the responsibility of owner/merchant.
6. All orders must be submitted in writing and are effective only upon acceptance by an Amano McGann authorized representative. Amano McGann may reject any proposed purchase order prior to its acceptance by an Amano McGann authorized representative for any reason.
7. Amano McGann reserves the right in its sole discretion to modify, change and/or to discontinue the availability of, or support for, any product, feature or service.
8. Job-site services such as installation, system commissioning, startup and training are not included unless otherwise specifically stated.
9. Amano McGann assumes that all existing conduit, power and low-voltage cabling, and inductive loops are functional and serviceable unless otherwise included in the proposal equipment list.
10. This quote is based upon 30,000 number of transactions a month. Should the site exceed this transaction level for two consecutive months, the SaaS fee may be adjusted to accommodate the higher activity.
11. This quotation does not include a cardholder database conversion/import from the facility's existing access control system database. Additional professional services fees apply for such work. Upon request, Amano McGann will update this quotation to include a cardholder database conversion/import.
12. Prices in this proposal do not include any third-party setup and/or service fees including, but not limited to, internet service, telephone service, hosting, credit card processing, etc.
13. Any Flexpass, Command, or Data API's through the Subscribe Cloud API service conduit will require applicable subscription setup and/or fees for services. It is the owner's responsibility to enter an agreement with each third-party. All fees associated with this agreement are the responsibility of the owner/operator.
14. This quotation excludes additional customer policies and/or procedures not specified in this document.
15. Allowance pricing, if any, is provided based on the information available at the time of bidding. If pricing exceeds allowance, Amano McGann will provide actual pricing to purchaser before proceeding with work.
16. Amano McGann reserves the right to negotiate mutually acceptable contract terms.

## Installation

- By Amano McGann as detailed above.



- All work to be performed during the standard business hours of 8AM - 5PM, Monday through Friday. Additional charges apply for work requested to be performed after standard business hours and/or weekends.
- Firm start date for installation to be determined after complete order, including any setup/configuration forms, has been received by Amano McGann.
- Installation scheduling varies based on the current project workload at the time complete order is received.
- Provide a project manager to coordinate, plan and execute the system installation.
- Disconnect, unbolt, and dispose of existing parking lane equipment.
- Supply and install all parking equipment and software listed above.
- Terminate low-voltage electrical connections.
- Program all equipment to customer rates and per operational requirements/policies.
- Install and configure all operating and database systems.
- Install and configure all software applications.
- Install and configure credit card software/readers.
- Commission all equipment and software for properly functionality.
- One (1) comprehensive training program for all equipment and software modules.
  - One (1) group training session per software module.
  - One (1) group training session on lane equipment operations and maintenance.
  - One (1) follow up training session on the software system, 2 weeks after Go-Live date.
- Final system testing, checkout, and walk-through.

#### **Provided by Others (unless otherwise specified in the proposal)**

- Permits, drawings, inspection fees and any costs associated with permits and drawings.
- Any work required to bring the existing facility up to code.
- Re-bar and post tension cable locating.
- Power circuits, conduit, wiring and connections in accordance with Amano McGann specifications and typical layout drawings.
- Low-voltage conduit and wiring in accordance with Amano McGann specifications and typical layout drawings.
- Concrete/asphalt (including new, repair/restoration of existing, modifications to existing) and safety bollards in accordance with Amano McGann layout drawings.
- Server system in accordance with Amano McGann specifications.
- High speed internet service with connection provided to the server system (50 Mbps upload and download w/static IP address). Failure to provide internet connectivity and remote access software shall result in standard service charges for any on-site warranty software support.
- For any network runs over 300 ft, it is strongly recommended that fiber optic communication is installed, multi-mode is preferred but single mode can be utilized to accommodate the existing network. Failure to use fiber optic communication may result in poor throughput and ultimately affect the performance of the parking system overall
- All IP networking hardware and configuration for the proper functioning of the system. IP networking devices include, but are not limited to, modems, routers, switches, firewalls, and VPN devices.
- TCP/IP LAN drops to specified areas.
- Dedicated "P.O.T. S" phone lines or analog PABX extensions with wiring provided to the specified communications head end location.
- Merchant account with a Credit Card Processor (Clearinghouse) required for credit card transactions must be received 15 days before installation.
- Canopies / weather-covers for pay-in-lane pay station.
- Construction build-out for lobby pay station.
- Overhead rolling grille/door interface, including safety equipment, IR photo-beam and close timers.

- Remote access for system support via internet connectivity. Owner/operator shall provide a secure user account with login/password credentials to Amano McGann.
- SMTP relay email account with login/password credentials for “Notification Service” software.
- Removal, installation, or tie-in of new or existing third-party card access, camera and/or intercom systems.
- Safe, secure, and climate-controlled location, including office fixtures, for head-end server installation.
- Permission to saw-cut and drill in equipment locations.

## **Product Delivery**

Estimated lead time for equipment and software is 8-10 weeks from receipt of all required order forms and deposit payment for product delivery. Quoted delivery dates are approximate, and not guaranteed, and represent Amano McGann’s best estimate based upon current lead times. All equipment and software is subject to final billing and shipment immediately upon shipping notification to Client unless other arrangements are agreed in writing. Delivery Date to be set forth at the time of Contract Execution.

Delivery date for equipment and software is 90days after receipt of all required order forms and deposit payment for product delivery, whichever occurs later.

## **Time of Project Performance**

Substantial Completion date is 90days after receipt of deposit payment and all required setup/configuration order forms, whichever occurs later. Should Amano McGann be delayed in the completion of the work by any act, inaction, or default of Client, or of any agent or contractor of Client (“Client Delay”), or by any labor dispute, unusual delay in deliveries, abnormally adverse weather conditions, damage by fire or other casualty or act beyond the control of Amano McGann, then the Substantial Completion Date shall be extended for a period equivalent to the time lost by reason of any of the aforesaid causes. If any Client Delay exceeds 30 days, Client shall accept immediate delivery of the equipment at the jobsite or arrange for delivery to other Client storage location and Amano McGann shall invoice Client any balance due for the equipment. or Substantial Completion Date to be set forth at the time of Contract Execution.

## **Bonding, Insurance, & Liquidated Damages**

Payment and Performance Bonding requirements and costs are not included in this proposal (unless otherwise noted) and shall be quoted at additional cost to the Client upon request. Any insurance requirements outside of standard coverages carried by Amano McGann shall be quoted to the Client (at Amano McGann’s option and if available) at an additional cost based upon additional requirements and terms of coverage. Amano McGann shall not be liable for liquidated damages.

## **Taxes**

Applicable taxes are not included in this proposal. If Client is tax exempt, Client will provide a tax exemption certificate for this project. Client agrees to pay and satisfy any taxes levied in connection with this project and to hold Amano McGann harmless from all tax obligations, penalties and interest imposed by any governmental entity in connection with this Contract.

## Payment Terms

1. 50% deposit payment due upon acceptance of proposal.
2. 25% payment due upon delivery of equipment to AMI Branch.
3. Final 25% invoice upon substantial completion.
4. All payments due - Net 30 days. A 1.5% finance charge may be added to any invoice over 90 days.
5. All accounts are subject to a credit approval process. Payment terms are based on a credit score that is considered to be satisfactory. Amano McGann reserves the right to increase, decrease, suspend, or cancel a customer's credit privilege at any time.

## Change Orders

Any alteration or deviation from the above specifications including, but not limited to, any such changes involving additional material and/or labor costs, will be executed only upon a written change order for the same, signed by both Client and Amano McGann. If there is any charge for such alteration or deviation, the additional charge will be added to the contract price including any restocking or reengineering charges resulting from such changes.

## Cancellations and Returns

Client may not cancel orders or return goods without the written consent of Amano McGann. If Amano McGann approves a cancellation or return, Client agrees to pay a minimum 25% cancellation/restocking charge. All sales involving custom products are non-cancelable and are final.

## Equipment Storage Fees

Unless otherwise agreed in writing, Client shall pay to Amano McGann a \$25 per pallet, per week storage fee for any equipment stored in our warehouse after the delivery date agreed upon by the parties, provided that the equipment is available for delivery on such date. Storage fees will begin fourteen (14) days after the mutually agreed delivery date if Client is unable or unwilling to accept the finished goods.

Storage fees will continue until Client accepts delivery of the equipment. Client will receive weekly charges against their account for storage of their equipment at an Amano McGann location. Invoices will be sent monthly.

## Warranty

Unless noted otherwise, a standard one-year warranty on parts and labor for defects in materials or manufacture is included. Warranty does not cover damage or malfunctions resulting from acts of God, collision, vandalism, misuse, electrical surges, power failure, or use of non-manufacturer approved parts or consumable supplies.

## Force Majeure

Amano McGann shall not be liable for any damages, direct, indirect, incidental, or consequential, resulting from delay in performance or nonperformance caused by contingencies, happenings or causes beyond the control of Amano McGann, including, but not limited to, fire, flood, storm, power failure, labor trouble or shortage, war, acts of Government, accidents, material shortage, equipment failures or Acts of God. In the event of the occurrence of any such contingencies, Amano McGann may suspend or terminate its performance hereunder without responsibility to the Client for any damages resulting from such suspension or termination.

## **Relationship; Non-Solicitation**

Amano McGann and the Client understand and agree that each is an independent contractor. The Client is not a franchisee, partner, broker, employee, servant, or agent of Amano McGann and neither has, nor will represent that it has any power, right or authority to bind Amano McGann or to assume or create any obligations or responsibilities, express or implied, on behalf of Amano McGann or in Amano McGann's name. Client also agrees not to solicit, contract with, hire or otherwise engage the services of any Amano McGann employee rendering services to the Client for a period of one hundred eighty (180) days after the termination of any and all obligations between the parties.

## **Software License**

Amano McGann grants the Client a limited, non-exclusive, and non-transferable license to the Amano McGann computer software programs in object code form listed in the Proposal and related user guides (collectively, "the Software").

## **Proprietary Rights; Reverse Engineering**

All copies of the Software in any form are, and shall remain, the exclusive property of Amano McGann and shall be treated as Confidential Information by the Client. The Client acknowledges that it: (i) is not acquiring any right, title, or interest, express or implied, in the Software; (ii) shall not use, sell, transfer or otherwise copy or distribute the Software except as expressly authorized by Amano McGann; and (iii) shall not assert, claim any interest in, or do anything that may adversely affect the validity or enforceability of, any trademark, trade secret, copyright or other proprietary right belonging to Amano McGann (including, without limitation, any act, or assistance to any act, which may infringe or lead to infringement of any copyright in any of the Software), nor attempt to grant any right therein. Client acknowledges and agrees that: (i) it shall not reverse engineer, disassemble or decompile the Software, nor permit the disassembly, de-compilation or reverse engineering of the Software; (ii) that a violation of this Agreement may irreparably harm Amano McGann; and (iii) in addition to any other right or remedy available at law or in equity, Amano McGann shall be entitled to obtain injunctive relief to prevent Client from continuing any violation of this provision.

## **Proposal Validity**

This proposal is valid for until 03-10-2025. If the executed contract and/or purchase order is received after the expiration date, Amano McGann will issue a revised proposal.

## **Proposition 65 Disclaimer**

For California Customers - The products to be purchased pursuant to this proposal are not consumer products and are not intended to be consumer products under the California Safe Drinking Water and Toxic Enforcement Act of 1986, codified as Cal. Health & Safety Code § 25249.6, et. seq.

## **Acceptance & Authorization**

THE PRICES, DELIVERABLES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. AMANO MCGANN IS AUTHORIZED TO PERFORM THE WORK AS SPECIFIED.

Proposal Number: 6711  
Total Proposal Amount: \$51,291.50

Agreed on Behalf of: Pinnacle Bank Arena

Signature: *Ryan Weiss*

Print Name and Title: Ryan Weiss/ Director of Operations

Date: 01 / 29 / 2025

Billing Address:  
400 Pinnacle Arena Drive, Lincoln, NE 68508

Client PO Number:

Agreed on Behalf of Amano McGann, Inc.:

Signature:

Print Name and Title:

Date:



## **AMANO McGANN**

A history of innovation, customer dedication, and financial stability has let Amano McGann to the forefront of the parking industry. As the world leader in parking management solutions, Amano McGann is committed to developing quality products and long-term relationships in every market we serve through integrity, operational excellence, and a strong customer focus.

Amano McGann supports numerous installations across multiple markets through an extensive sales, service and support network comprised of branch offices, dedicated distribution partners, and US-based software development and manufacturing facilities.

**FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT  
CERTIFICATION FORM FOR  
TECHNOLOGY RELATED PRODUCT OR SERVICES**

For the purposes of complying with the Foreign Adversary Contracting Prohibition Act ("the Act"), Neb. Rev. Stat. §73-901 to §73-907, I attest and certify as follows:

Name of Company Amano McGann, Inc

Check all that apply:

- ☒ I am authorized to attest and certify as the owner of the Company, in whole or in part, or as an authorized representative of the Company, to make the certifications required herein.
- ☒ The Company is providing technology related products and/or services to the public entity and is not a scrutinized company as defined in the Act; it is not subcontracting with a scrutinized company under the Act; and the technology related products and/or services provided herein do not originate with a scrutinized company under the Act.
- ☐ The Company is not providing technology related goods or services as defined under the Act.
- ☐ The Company is a scrutinized company and has entered into an Agreement or an Agreement Renewal with the public entity to provide a technology related good manufactured by a scrutinized company that meets the exception for the provision of a technology related good by a scrutinized company.
- ☒ I hereby attest and certify on behalf of the Company that the responses and information provided on this form are true, complete, and accurate. The Company understands that any scrutinized company that violates this Act or that violates the certification may be subject to action by the Nebraska Attorney General, civil penalty, and that such violation may void the contract.

PRINT NAME: Vasilios Kerpiniotis  
(First, Middle, Last)

SIGNATURE: 

TITLE: Senior Sales Executive

DATE: 02-22-2025

### EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

For the purposes of complying with THE NEBRASKA EMPLOYEE CLASSIFICATION ACT, I, Vasilios Kerpiniotis (Amano McGann, Inc), herein below known as the Contractor, state under oath and swear as follows:

1. Each individual performing services for the Contractor is properly classified under the Employee Classification Act.
2. The Contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services.
3. The Contractor has complied with Neb Rev Stat 4-114.
4. The Contractor has no reasonable basis to believe that any individual performing services for the Contractor is an undocumented worker.
5. The Contractor is not barred from contracting with the state or any political subdivision pursuant to section 12 of this Act.
6. As the Contractor I understand that pursuant to the Employee Classification Act a violation of the Act by a contractor is grounds for rescission of the contract by the City. I understand that pursuant to the Act any contractor who knowingly provides a false affidavit may be subject to criminal penalties and upon a second or subsequent violation shall be barred from contracting with the City for a period of three years after the date of discovery of the falsehood.

I hereby affirm and swear that the statements and information provided on this affidavit are true, complete and accurate. The undersigned person does hereby agree and represent that he or she is legally capable to sign this affidavit and to lawfully bind the Contractor to this affidavit.

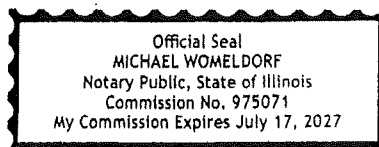
PRINT NAME: Vasilios Kerpiniotis  
(First, Middle, Last)


SIGNATURE: 

TITLE: Senior Sales Executive

16611015  
State of Nebraska )  
County of Cook ) ss.

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 22nd day of Feb, 2025



  
Notary Public





CITY OF LINCOLN  
EXECUTIVE ORDER

NO. 083319

WHEREAS, there is concern over the inappropriate competitive advantages in the public bidding process for local publicly funded construction and delivery service contracts resulting from the misclassification of individuals performing construction labor services as "independent contractors" rather than "employees"; such "independent contractors" are commonly referred to as "1099 workers" due to the IRS form they receive rather than a W-4 which an employee receives;

WHEREAS, this misclassification of such individuals as "independent contractors" rather than as "employees" eliminates any obligation to pay these individuals legally required minimum or overtime wages, to provide legally required workers' compensation insurance, to make unemployment insurance payments, to pay legally required employment and payroll taxes, and to provide any other health, pension, or benefit such individuals would typically receive if properly classified as employees;

WHEREAS, this misclassification of individuals performing construction labor services for the contractor as "independent contractors" rather than "employees" is a violation of federal and state law, but is difficult to enforce once public construction or delivery service contracts have been bid, awarded, and entered into;

WHEREAS, the use of public funds to compensate contractors who unlawfully avoid their obligation to pay legally required minimum or overtime wages, to provide legally required workers' compensation insurance, to make unemployment insurance payments, to pay legally required employment and payroll taxes, and to provide any other health, pension, or benefit is not in the public interest; and

WHEREAS, the Employee Classification Act, Neb. Rev. Stat. §§ 48-2901 to 48-2912 (effective July 15, 2010) provides that any contract entered into between a political subdivision and a contractor shall require that each contractor who performs construction or delivery service pursuant to the contract submit to the political subdivision an affidavit attesting that (1) each individual performing services for such contractor is properly classified under the Employee Classification Act, (2) such contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services, (3) such contractor has complied with Neb. Rev. Stat. § 4-114 requirements that the contractor register and use a federal immigration employment verification system to determine the work eligibility status of new employees physically performing services in the State of Nebraska, (4) such contractor has no reasonable basis to believe that any individual performing services for such contractor is an undocumented worker, and (5) as of the time of the contract, such contractor is not barred from contracting with the state or any political subdivision pursuant to § 48-2912 of the Employee Classification Act.

NOW, THEREFORE, BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of Lincoln, I hereby establish the following policy as to the bid and award of contracts to contractors for construction and delivery services with the City of Lincoln:

The Purchasing Agent shall immediately include in the City of Lincoln's notice to bidders for construction contracts that all contractors submitting bids in response to the notice shall affirmatively certify to the Purchasing Agent that all individuals hired to perform construction or delivery labor services for the contractor under the contract shall be properly classified as employees and not as independent contractors if the individual does not meet the requirements of an independent contractor under federal and state law (including the requirements of the State of Nebraska Employee Classification Act), and that the contractor will comply with all legal obligations with respect to these employees (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes). The

notice to bidders shall further provide that contractors may use affidavits required pursuant to the Employee Classification Act for this purpose, but that a failure to make the affirmative certification to the Purchasing Agent shall render the bidder ineligible for award of the contract.

The Purchasing Agent shall immediately include the following provisions in contracts for construction or delivery services:

(1) Contractor agrees that each individual performing services for the contractor shall be properly classified as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and that contractor shall comply with all legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes).

(2) Contractor understands and agrees that failure to classify each individual hired to perform services under the contract as an employee rather than as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or failure to comply with legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes) shall be considered a breach of the contract and is a grounds for rescission of the contract by the City.

(3) Contractor additionally agrees to include the following provisions in each subcontract entered into with a subcontractor as part of the contractor's contract with the City:

(a) Subcontractor agrees that each individual performing services for the subcontractor shall be properly classified as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and that subcontractor shall comply with all legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay,

workers' compensation, unemployment compensation, and payment of federal and state payroll taxes).

(b) Subcontractor understands and agrees that subcontractor's failure to properly classify individuals hired to perform services under the subcontract as employees and not as independent contractors if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or failure to comply with legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes) shall be considered a breach of the contract and is a grounds for rescission of the subcontract by the contractor.

(4) Contractor agrees that if subcontractor fails to or is suspected of failing to properly classify each individual hired pursuant to the subcontract as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or fails to comply with legal obligations with respect to the subcontractor's employee, the contractor shall take appropriate corrective action including, but not limited to, reporting the suspected violation of the State of Nebraska Employee Classification Act to the Nebraska Department of Labor or rescission of the subcontract by the contractor. Written notification of the corrective action shall be submitted to the City of Lincoln Purchasing Department. Contractor understands and agrees that contractor's failure to take appropriate corrective action shall be considered a breach of the contractor's contract with the City of Lincoln and is a grounds for rescission of the contract by the City.

(5) The City of Lincoln shall notify the Nebraska Department of Labor of any contractor or subcontractor it has determined is in breach of contract due to the terms of this order.

(6) Any contractor or subcontractor who shall have been determined by the Nebraska Department of Labor to have knowingly provided a false affidavit to the City of Lincoln

under the State of Nebraska's Employee Classification Act shall be referred to the Purchasing Agent of the City who shall determine whether to declare such contractor or subcontractor an irresponsible bidder who shall be disqualified from receiving any business from the municipality for a stated period of time, in accordance with Lincoln Municipal Code § 2.18.030(n)(1) or (2).

(7) This policy does not prohibit a contractor or subcontractor from hiring individuals to perform construction labor services as independent contractors, provided that the contractor's or subcontractor's use of such individuals as an independent contractor complies with the criteria found in subdivision 5 of Neb. Rev. Stat. § 48-604 and is otherwise valid under federal and state law and is not intended to circumvent lawful obligations under federal and state law or city contractual requirements.

The City Clerk is directed to send a copy of this Executive Order to Vince Mejer, City Purchasing Agent, for his record.

Dated this 28 day of July, 2010.

  
Chris Beutler, Mayor of Lincoln

Approved as to Form & Legality:

  
City Attorney



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
02/07/2025

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).

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. fka Willis of New Jersey, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> WTW Certificate Center		
	<b>PHONE (A/C No. Ext):</b> 1-877-945-7378	<b>FAX (A/C, No):</b> 1-888-467-2378	
	<b>E-MAIL ADDRESS:</b> certificates@wtwco.com		
<b>INSURED</b> Amano McGann, Inc. 400-C Panama City Avenue Kansas City, MO 64153	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Tokio Marine America Insurance Company		10945
	<b>INSURER B:</b> Trans Pacific Insurance Company		41238
	<b>INSURER C:</b> Arch Specialty Insurance Company		21199
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES****CERTIFICATE NUMBER:** W37699161**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Policy Aggregate \$ 5,000,000
A	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	CA6404084-14	09/01/2024	09/01/2025	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N/A	WC6409827-07	09/01/2024	09/01/2025	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber Tech E&O		Y	NPL0067462-03	11/12/2024	11/12/2025	Occurrence/Aggregate \$10,000,000 Retention: \$500,000

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

Re: Amano ONE PARCS, Sole Source No. SS-263

Project Location: 400 Pinnacle Arena Dr, Lincoln, NE 68508-3823

West Haymarket Joint Public Agency is included as an Additional Insured as respects to General Liability and Automobile Liability.

**CERTIFICATE HOLDER****CANCELLATION**

West Haymarket Joint Public Agency Lincoln, NE	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 <i>Patricia A. Fry</i>

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of New Jersey, Inc.		NAMED INSURED Amano McGann, Inc. 400-C Panama City Avenue Kansas City, MO 64153	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Waiver of Subrogation applies in favor of the Additional Insureds with respects to General Liability, Auto Liability and Workers Compensation as permitted by law.

The Cyber policy includes a waiver of subrogation clause as required by written contract.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
CLIENTS TO WHOM A NAMED INSURED PROVIDES SERVICES UNDER A WRITTEN SALES OR SERVICE CONTRACT.	INSTALLATION, SERVICING OR REPAIRS IN THE "COVERAGE TERRITORY".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

ANY PERSON OR ORGANIZATION IF YOU ARE REQUIRED TO DO SO UNDER A WRITTEN CONTRACT, AGREEMENT OR PERMIT PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT, AGREEMENT OR PERMIT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Any **Claim** subsequently arising from such **Wrongful Act** will be deemed a **Claim** first made at the time the **Insurer** receives the written notice.

b. **Notice of Claim**

The **Named Insured** shall give the **Insurer** written notice of any **Claim** as soon as practicable after any **Claims Manager** first becomes aware of the **Claim**, but such notice shall not be given later than the end of the Automatic Extended Reporting Period, or the end of the Optional Extended Reporting Period, if applicable.

II. Regarding the **First Party Coverage Part** and **Crime Coverage Part**:

a. **Notice of Incident**

The **Named Insured** shall give the **Insurer** written notice of any **Incident** as soon as practicable after any **Claims Manager** first becomes aware of the **Incident**, but no later than sixty (60) days after the end of the **Policy Period**.

III. Regarding all **Coverage Parts**:

a. **Law Enforcement Cooperation**

The **Named Insured** may receive an authorized order from a law enforcement or other governmental authority to keep confidential certain information about an actual or reasonably suspected **Incident** or **Claim**. In such circumstances, a notice of such **Incident** or **Claim**, shall be considered timely under this Policy if:

- i. As soon as practicable after receipt of such request, any **Claims Manager** requests permission to share such information with the **Insurer**;
- ii. The **Named Insured** only withholds from the **Insurer** that portion of the information that it has been instructed by a law enforcement or other governmental authority not to share with the **Insurer**; and
- iii. The **Named Insured** provides full notice of such **Incident** or **Claim** to the **Insurer** as soon as practicable after the **Named Insured** is legally permitted.

To the extent the procedure set forth above is followed in connection with an authorized law enforcement or governmental authority order, any failure or delay in providing information to the **Insurer** shall not be the basis for denial of coverage under this Policy.

7. **SUBROGATION AND RECOVERY**

I. **Subrogation**

The **Insurer** will be subrogated to all of the **Insureds'** rights of recovery regarding any payment of **Loss** under this Policy. The **Insureds** will do everything necessary to secure and preserve such rights, including, without limitation, the execution of any documents necessary to enable the **Insurer** to effectively bring suit in the name of the **Insureds**. The **Insureds** will do nothing to prejudice the **Insurer's** position or any

rights of recovery. However, if the **Insured** has waived any right of recovery against any person or organization for all or part of any **Loss**, the **Insurer** will also waive such right of recovery, but only if the **Insured** waived its right of recovery pursuant to a written contract or agreement that was executed prior to the **Loss**.

## **II. Recovery By Insured**

If any **Insured** recovers any **Setoff Amounts**, such **Insured** must give the **Insurer** prompt notice, and the **Insurer** shall have the right to apply the **Setoff Amounts** to any payment of **Loss**. If **Loss** has already been paid by the **Insurer**, then the **Insured** shall return the applicable amounts of **Loss** in accordance with Paragraph III. below.

## **III. Distribution**

Recoveries for **Loss** paid under Paragraphs 7.I. and 7.II. above, less the actual cost of recovery, will be distributed as follows:

- a. First, the **Insurer** shall be reimbursed for the amount of the settlement paid by the **Insurer**;
- b. Second, the **Insured** shall be reimbursed for **Loss** equal to the applicable Self-Insured Retention amount paid by the **Insured**; and
- c. Third, the **Insured** shall be reimbursed for any remaining **Loss** exceeding the applicable Limit of Insurance and the applicable Self-Insured Retention.

## **8. OTHER INSURANCE**

Coverage under this Policy will apply only in excess of the applicable Self-Insured Retention and over any other valid and collectible insurance regardless of whether such other insurance is stated to be primary, excess, contributory, contingent or otherwise, unless such other insurance is written specifically excess over the Limits of Insurance of this Policy by reference in such other insurance to this Policy's policy number.

## **9. CHANGES IN CONTROL**

### **I. Takeover of Named Insured**

If, during the **Policy Period**:

- a. Any person or entity or group of persons and/or entities acting in concert acquires securities or voting rights resulting in ownership by such person(s) and/or entity(ies) of more than 50% of the outstanding securities representing the present right to vote for the election of directors or equivalent positions of the **Named Insured**; or
- b. The **Named Insured** merges into or consolidates with another organization such that the **Named Insured** is not the surviving organization;

then coverage for such **Named Insured** and its **Insureds** will continue under this Policy, but only if the following conditions are met:

- a. With respect to the **Third Party Coverage Part**, the **Wrongful Act** must have been committed prior to the effective date of the transaction;

Commercial Automobile

This endorsement changes policy CA 6404084-14 to which it is attached and is effective  
9/1/2024 at 12:01 a.m. standard time at the Insured's mailing address.

Issued to: AMANO USA HOLDINGS, INC.

Issued by: Tokio Marine America Insurance Company

Producer: WILLIS OF NEW JERSEY INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL AUTO - EXTENDED COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by the endorsement.

#### 1. UNINTENTIONAL ERRORS AND OMISSIONS

The following is added to Condition 2. Concealment, Misrepresentation Or Fraud of B. General Conditions (SECTION IV - BUSINESS AUTO CONDITIONS):

However, coverage provided by this policy will not be adversely affected by any inadvertent error or omission made by you in describing hazards for the purpose of obtaining this insurance.

#### 2. KNOWLEDGE OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to Condition 2. Duties In The Event Of Accident, Claim, Suit or Loss of A. Loss Conditions (SECTION IV - BUSINESS AUTO CONDITIONS):

You will not be considered to have knowledge of an "accident", claim, "suit" or "loss" until such time as:

- a. An executive officer or owner, (if you are a corporation);
- b. Any partner or member (if you are a partnership or joint venture);
- c. Your managers (if you are a limited liability company); or
- d. You (if you are an individual)

has been notified of, or is aware of, an "accident", claim, "suit" or "loss".

## Commercial Automobile

You will also not be required to send us notice of such "accident" or "loss" until the individuals noted above have knowledge of the "accident" or "loss".

If you notify your Workers Compensation carrier of an "accident", claim, "suit" or "loss" which appears to be a compensation claim but which subsequently develops into an "accident" or "loss" which is covered by this insurance, you must see to it that we are notified of the "accident" or "loss" only when it becomes evident that the claim is covered by this insurance.

### 3. BROAD FORM NAMED INSURED COVERAGE

The following is added to paragraph 1. Who Is An Insured of A. Coverage (SECTION II - LIABILITY COVERAGE):

Any organization and subsidiary thereof which is a legal entity of which you own or maintain a financial interest of more than 50% of the stock will qualify as a Named Insured.

However, this insurance does not apply to:

- (1) "Bodily injury" or "property damage" with respect to which an "insured" under this Coverage Part is also an "insured" under another policy, or would be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance; or
- (2) "Bodily injury" or "property damage" that occurred before you acquired or formed the organization.

### 4. EMPLOYEES AS INSURED

The following is added to the SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### 5. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:

Any organization, other than a partnership or joint venture, you newly acquire or form during the policy period and which you own or maintain a financial interest of more than 50% of the voting stock will qualify as a Named Insured.

However, this insurance does not apply to:

- (1) "Bodily injury" or "property damage" with respect to which an "insured" under this Coverage Part is also an "insured" under another policy, or would be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance; or
- (2) "Bodily injury" or "property damage" that occurred before you acquired or formed the organization.

Commercial Automobile

6. INCREASED LIMITS FOR BAIL BONDS AND REASONABLE EXPENSES

Paragraphs a.(2) and a.(4) of 2. Coverage Extensions (SECTION II - LIABILITY COVERAGE) are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

7. LIMITED FELLOW EMPLOYEE COVERAGE

The Fellow Employee Exclusion contained in SECTION II - LIABILITY COVERAGE does not apply to "bodily injury" resulting from the use of a covered "auto" you own or hire.

8. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If you carry physical damage coverage under this policy, "autos" you lease, hire, rent or borrow will be covered "autos" with respect to SECTION III - PHYSICAL DAMAGE COVERAGE. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. \$50,000;
  - b. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - c. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. Any Comprehensive or Specified Causes of Loss Deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.
3. With respect to the coverage provided by this Hired Auto Physical Damage Coverage, this insurance is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

The following is added to 7. Policy Period, Coverage Territory of B. General Conditions (SECTION IV - BUSINESS AUTO CONDITIONS):

- f. The Hired Auto Physical Damage Coverage provided by this extension applies anywhere in the world for an "auto" you hire for 30 consecutive days or less.

Commercial Automobile

9. BROAD FORM TRANSPORTATION EXPENSE COVERAGE

If you carry physical damage coverage under this policy Paragraph 4, Coverage Extension (SECTION III - PHYSICAL DAMAGE COVERAGE) is replaced by the following :

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$75 per day to a maximum of \$2,250 for temporary transportation expense incurred by you because of "loss" to a covered "auto". We will only pay transportation expenses for those covered "autos" for which you carry physical damage coverage. We will pay for temporary transportation expenses incurred during the period beginning immediately after the "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "Insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement.

The most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

c. Removal and Replacement Expense

If we pay a loss for transportation expenses or loss of use expenses we will also pay up to \$300 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

10. CUSTOMIZED FURNISHINGS COVERAGE

The following is added to A. Coverage (SECTION III - PHYSICAL DAMAGE COVERAGE):

5. Customized Furnishings.

If you carry physical damage coverage under this policy, we will pay with respect to a covered "auto" for "loss" to custom furnishings including, but not limited to:

- a. Special carpeting and insulation;
- b. Height-extended roofs;
- c. Custom murals, paintings or other decals and graphics.

The most we will pay for all "loss" to custom furnishings is the lesser of:

- a. The actual cash value of the damaged or stolen property as of the time of the "loss";
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- c. \$1,000.

The coverage provided by this extension does not apply to electronic equipment.

Commercial Automobile

11. ELECTRONIC EQUIPMENT COVERAGE

The following is added to A. Coverage (SECTION III - PHYSICAL DAMAGE COVERAGE):

6. Electronic Equipment Coverage.

If you carry physical damage coverage under this policy, we will pay with respect to a covered "auto" for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system or in or upon the covered "auto".

The most we will pay for all "loss" to audio, visual or data electronic equipment is the lesser of:

- a. The actual cash value of the damaged or stolen property as of the time of the "loss";
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- c. \$500.

The coverage provided under this Electronic Equipment Coverage Extension does not apply if there is other insurance provided by this policy for such equipment. We will, however, pay any deductible, up to a maximum of \$500, that is applicable under the provisions of the other insurance.

12. AUTOMATIC ADDITIONAL INSURED

The following is added to paragraph 1. Who Is An Insured of A. Coverage (SECTION II - LIABILITY COVERAGE):

Any person or organization, if you are required to do so under a written contract, agreement or permit, is an "insured".

However, this insurance does not apply to:

- (1) Any written contract or agreement that was executed subsequent to the "bodily injury" or "property damage";
- (2) Any permit that was issued subsequent to the "bodily injury" or "property damage"; or
- (3) "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

Additional insured coverage provided by this insurance will not be broader than coverage required by the written contract, agreement or permit.



Commercial Automobile

13. MEXICO COVERAGE EXTENSION

A. Coverage

1. Paragraph 7. Policy Period, Coverage Territory of the General Conditions is amended by the addition of the following:

The coverage territory is extended to include Mexico but only for:

- a. "Accidents" or "losses" occurring within 25 miles of the United States border;  
and
  - b. Trips into Mexico of 30 days or less.
2. The Other Insurance Condition in the Business Auto, Business is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

- B. If you carry physical damage coverage under this policy, Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

**WARNING**

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY – NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

Commercial Automobile

14. EMPLOYEES AS INSURED DURING TRANSIT STRIKE COVERAGE

The following is added to the SECTION II - LIABILITY COVERAGE, Paragraph A.1.  
Who Is An Insured Provision:

- h. Any "employee" of yours is an "insured" while using an "auto" that is owned by that "employee" or a member of his or her household to transport fellow "employees" to or from their normal place of employment during a public transit strike. The transportation of the fellow employees must be in response to your request or at your direction.

The coverage provided by this Extension:

- (1) Will apply only as excess insurance over any other valid and collectible insurance available to any "employee"; and
- (2) Will not extend to any mandatory Personal Injury Protection coverages afforded by this policy.

15. EARLIER NOTICE OF CANCELLATION PROVIDED BY US

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in either paragraph 2. of the CANCELLATION Common Policy Conditions or as amended by an applicable state cancellation endorsement, is increased to 90 days.

POLICY NUMBER: CA 6404084-14

COMMERCIAL AUTO  
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

### **SCHEDULE**

Name(s) Of Person(s) Or Organization(s):

PERSON OR ORGANIZATIONS AS REQUIRED BY A WRITTEN CONTRACT  
WITH A NAMED INSURED, BUT ONLY IF SUCH CONTRACT IS EXECUTED  
PRIOR TO A LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others  
To Us Condition does not apply to the person(s) or  
organization(s) shown in the Schedule, but only to  
the extent that subrogation is waived prior to the "ac-  
cident" or the "loss" under a contract with that person  
or organization.

POLICY NUMBER: WC6409827-07

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

## Schedule

ANY PERSON OR ORGANIZATION AS REQUIRED BY A WRITTEN SALES  
OR SERVICE CONTRACT WITH A NAMED INSURED, BUT ONLY IF SUCH  
CONTRACT IS EXECUTED PRIOR TO A LOSS.

For policies or exposure in Missouri:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

DATE OF ISSUE: 09/01/24

**RESOLUTION NO.**

1           BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public  
2 Agency:

3           That the attached Amendment to Contract between the West Haymarket Joint Public  
4 Agency and Irwin Seating Company, for an extension of the Contract (WH01472) from April 2,  
5 2025 through June 1, 2025, with all other terms of the Contract remaining the same, is hereby  
6 approved and the Chairperson of the West Haymarket Joint Public Agency Board of  
7 Representatives is hereby authorized to execute said Amendment to Contract.

Adopted this \_\_\_\_\_ day of April, 2025.

Introduced by:

Approved as to Form & Legality:

\_\_\_\_\_  
West Haymarket Joint Public Agency  
Board of Representatives

\_\_\_\_\_  
Legal Counsel for  
West Haymarket Joint Public Agency

\_\_\_\_\_  
Leirion Gaylor Baird

\_\_\_\_\_  
Tim Clare

\_\_\_\_\_  
Tom Beckius

**AMENDMENT TO CONTRACT**  
**Annual Service**  
**Pinnacle Bank Arena Suite Seats Upgrade**  
**Sole Source No. SS-257**  
**West Haymarket Joint Public Agency**  
**Extension**  
**Irwin Seating Company**

This Amendment is hereby entered into by and between Irwin Seating Company, 3251 Fruit Ridge NW, Grand Rapids, MI 49544, (hereinafter "Contractor") and West Haymarket Joint Public Agency (hereinafter "JPA") of Lincoln, for the purpose of amending the Contract executed by the JPA on December 12, 2024 for Pinnacle Bank Arena Suite Seats Upgrade, Sole Source No. SS-257, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is December 12, 2024 through April 1, 2025; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, all amendments thereto, and stated herein the parties agree as follows:

- 1) The parties hereby extend the Contract from April 2, 2025 through June 1, 2025.
- 2) The expenditures for the WHJPA of Lincoln for the term of this extension shall not change during this term without approval by the WHJPA.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

Vendor Signature Page  
JPA Signature Page

**AMENDMENT TO CONTRACT**  
**Annual Service**  
**Pinnacle Bank Arena Suite Seats Upgrade**  
**Sole Source No. SS-257**  
**West Haymarket Joint Public Agency**  
**Extension**  
**Irwin Seating Company**  
**Vendor Signature Page**

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Please complete this page and email within 2 days of receipt to:  
Armon Azimi at [aazimi@lincoln.ne.gov](mailto:aazimi@lincoln.ne.gov)

<b>Company Name:</b>	Irwin Seating Company
<b>By: (Please Sign)</b>	
<b>By: (Please Print)</b>	Ray VanderKooi
<b>Title:</b>	SVP Risk Management
<b>Company Address:</b>	3251 Fruit Ridge Ave NW, Grand Rapids, MI 49544
<b>Company Phone &amp; Fax:</b>	616.574.7187   Direct
<b>E-Mail Address:</b>	ryan.kent@irwinseating.com
<b>Date:</b>	3/17/2025
<b>Contact Person for: "Orders or Service"</b>	ryan.kent@irwinseating.com
<b>Contact Phone Number:</b>	616.574.7187   Direct

**AMENDMENT TO CONTRACT  
Annual Service  
Pinnacle Bank Arena Suite Seats Upgrade  
Sole Source No. SS-257  
West Haymarket Joint Public Agency  
Extension  
Irwin Seating Company**

**West Haymarket Joint Public Agency Signature Page**

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**EXECUTION BY THE WEST HAYMARKET JOINT PUBLIC AGENCY**

ATTEST:

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City Clerk

**West Haymarket Joint Public Agency**

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Leirion Gaylor Baird, Chairperson of the West Haymarket  
Joint Public Agency Board of Representatives

**APPROVED BY:**

Order No. \_\_\_\_\_

dated \_\_\_\_\_



**RESOLUTION NO.**

1           BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public  
2 Agency:

3           That the Chairperson and/or Purchasing Agent of the West Haymarket Joint Public Agency  
4 is hereby authorized to issue a Purchase Order, to the lowest, responsive, responsible bidder,  
5 Lincoln Winlectric, for an amount not to exceed \$30,206.00, for parking lot light fixture retro fit  
6 kit replacement at the Pinnacle Bank Arena, pursuant to Bid No. 25-076, and the Chairperson is  
7 authorized to approve and execute minor amendments and change orders thereto.

Adopted this \_\_\_\_\_ day of April, 2025.

Introduced by:

\_\_\_\_\_

Approved as to Form & Legality:

West Haymarket Joint Public Agency  
Board of Representatives

\_\_\_\_\_  
Legal Counsel for  
West Haymarket Joint Public Agency

\_\_\_\_\_  
Leirion Gaylor Baird

\_\_\_\_\_  
Tim Clare

\_\_\_\_\_  
Tom Beckius



400 PINNACLE ARENA DRIVE  
LINCOLN, NE 68508

**AWARD RECOMMENDATION** *(Single Vendor)*

Pinnacle Bank Arena has reviewed the RFP responses for 25-076 and made the following determination:

Lincoln Winlectric is the responsive Bidder meeting all requirements as outlined in the bid documents and Ebid. Therefore, Pinnacle Bank Arena recommends that the Full Proposal be awarded to Lincoln Winlectric in the amount of \$30,206.00.

Tourbillon Enterprises, LLC was the lowest bidder but did not meet the product requirements of the Ebid.

A handwritten signature in black ink, appearing to read "Ryan Weiss", is written over a horizontal line.

Ryan Weiss  
Director of Operations  
Pinnacle Bank Arena

<b>Event Number</b>	25-076
<b>Event Title</b>	Parking Lot Light Fixture
<b>Event Description</b>	Retro Fit Kit Replacement
<b>Event Type</b>	Bid
<b>Issue Date</b>	3/24/2025 04:00:03 PM (CT)
<b>Close Date</b>	4/7/2025 02:00:00 PM (CT)

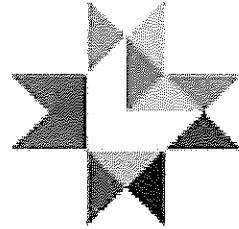
<b>Organization</b>	Lincoln Purchasing
<b>Workgroup</b>	Lincoln Purchasing
<b>Event Owner</b>	Sharon Mulder
<b>Email</b>	smulder@lincoln.ne.gov
<b>Phone</b>	(402) 441-7428
<b>Fax</b>	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Tourbillon Enterprises LLC	Rosemead	CA	4/7/2025 10:34:37 AM (CT)	2	\$4,011.35
LINCOLN WINLECTRIC	LINCOLN	NE	4/7/2025 11:25:29 AM (CT)	2	\$30,206.00
Voss Lighting	Lincoln	NE	4/4/2025 11:32:51 AM (CT)	2	\$30,687.94

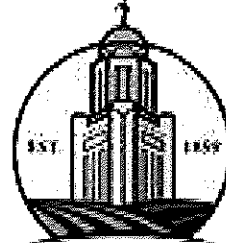
Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

Line #	Description	Mfgr	Mfgno	QTY	UOM	Tourbillon Enterprises LLC			LINCOLN WINLECTRIC			Voss Lighting		
						Total Price		Extended	Total Price		Extended	Total Price		Extended
						Unit			Unit			Unit		
1	Retrofit Fixtures, Hubble	Kim Lighting	WP9SK2-54L-405-4K7-4W-	16	EA									
			UNV-DBS			<u>\$89.58</u>	\$1,433.28							
2	Retrofit Fixtures, Hubble		WP9LK2-108L-550-4K7-4W-											
	Lights	Kim Lighting	UNV-DBS	23	EA	<u>\$112.09</u>	\$2,578.07							

Att #	Attribute Name	Attribute Note	Tourbillon Enterprises LLC	LINCOLN WINLECTRIC	Voss Lighting
1	Instructions to Bidders	I acknowledge reading an	Yes	Yes	Yes
3	Purchase Order, Contract	The City/County Purchas	Yoonie Bae; yoonie.bae@batteriesplus.com 626-872-6548	Timothy Krivolavek Lincoln Winlectric 402-423-3100 tkrivolavek@winsupply.com	Brendan Williams, Brendan.williams@vossighting.com, 4027709758
4	State number of delivery days after receipt of order (ARO).	one week (in stock)	7 WEEKS	6-8 week lead time	No
6	U.S. Citizenship Attestation	Is your company legally cc yes	NO		
7	Foreign Adversary Contract	I hereby understand and : Prohibition Act	Foreign Adversary Contracting Prohibition Act	Foreign Adversary Contracting Prohibition Act	Foreign Adversary Contracting Prohibition Act
1	Manufacturer, Model	Provide lighting bid	ATG AR2-100-T1-T3	WP9SK2-54L-405-4K7-4W-UNV-DBS	WP9SK2-54L-405-4K7-4W-UNV-DBS
1	Manufacturer, Model	Provide lighting bid	ATG AR2-150-T1-T3	WP9LK2-108L-550-4K7-4W-UNV-DBS	KIM WP9LK2-108L-550-4K7-4W-UNV-DBS



**LINCOLN**



**LANCASTER**  
COUNTY

**25-076**

**LINCOLN WINLECTRIC**  
**Supplier Response**

**Event Information**

Number: 25-076  
Title: Parking Lot Light Fixture Retro Fit Kit Replacement  
Type: Notice to Bidders  
Issue Date: 3/24/2025  
Deadline: 4/7/2025 02:00 PM (CT)

**Contact Information**

Contact: Sharon Mulder, Asst. Purchasing Agent  
Address: 440 South 8th Street  
Suite 200  
Lincoln, NE 68508  
Phone: (402) 441-7428  
Email: [smulder@lincoln.ne.gov](mailto:smulder@lincoln.ne.gov)

## LINCOLN WINLECTRIC Information

Address: 6201 S 57TH STREET  
LINCOLN, NE 68516  
Phone: (402) 423-3100  
Fax: (402) 423-3879

By submitting your response, you certify that you are authorized to represent and bind your company.

TIMOTHY KRIVOLAVEK

Signature

Submitted at 4/7/2025 11:25:29 AM (CT)

TKRIVOLAVEK@WINSUPPLY.COM

Email

## Supplier Note

THANK YOU FOR THIS OPPORTUNITY. DON'T HESITATE TO REACH OUT WITH ANY QUESTIONS. THANK YOU!! TIM

## Bid Attributes

### 1 Instructions to Bidders

I acknowledge reading and understanding the Instructions to Bidders.

☒ Yes

### 2 Specifications

I acknowledge reading and understanding the specifications.

☒ Yes

### 3 Purchase Order, Contract and Delivery Contact

The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the contract/PO to be awarded.

Timothy Krivolavek Lincoln Winlectric 402-423-3100 tkrivolavek@winsupply.com

### 4 Delivery Lead Time

State number of delivery days after receipt of order (ARO).

7 WEEKS

### 5 Bid Documents

I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.

☒ Yes

**6 U.S. Citizenship Attestation**

Is your company legally considered an Individual or Sole Proprietor: YES or NO

As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at:  
<http://www.sos.ne.gov/business/notary/citizenforminfo.html>

All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.

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

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

NO

**7 Foreign Adversary Contracting Prohibition Act**

I hereby understand and agree to comply with the requirements of the Foreign Adversary Prohibition Act and have completed and uploaded the certification form in the Response Attachments tab in Ebid.

If a Vendor indicates on such certification form that the company is a scrutinized company, the Vendor must meet the exception requirements under the Act and agrees to provide documentation to verify the exception requirements with the bid response.

Vendor further understands and agrees that any scrutinized company that violates the certification may be subject to action by the Nebraska Attorney General, civil penalty, and such violation may void the contract.

☒ Foreign Adversary Contracting Prohibition Act

**8 Tax Exempt Certification Forms**

Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and an Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)

☒ Yes

**Bid Lines****1 Retrofit Fixtures, Hubble**

Quantity: 16 UOM: EA Unit Price: \$574.00 Total: \$9,184.00

Manufacturer: Kim Lighting

Manufacturer #: WP9SK2-54L-405-4K7-4W-UNV-DBS

**Item Attributes****1. Manufacturer, Model**

Provide lighting bid

WP9SK2-54L-405-4K7-4W-UNV-DBS KIM LIGHTING



<b>2</b>	Retrofit Fixtures, Hubble Lights		
	Quantity: <u>23</u>	UOM: <u>EA</u>	Unit Price: <u>\$914.00</u> Total: <u>\$21,022.00</u>
	Manufacturer: <u>Kim Lighting</u>		
	Manufacturer #: <u>WP9LK2-108L-550-4K7-4W-UNV-DBS</u>		
	<b>Item Attributes</b>		
	<b>1. Manufacturer, Model</b>		
	Provide lighting bid		
	<u>WP9LK2-108L-550-4K7-4W-UNV-DBS KIM LIGHTING</u>		

**Response Total: \$30,206.00**

**RESOLUTION NO.**

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public  
2 Agency:

3 That the Chairperson and/or Purchasing Agent of the West Haymarket Joint Public Agency  
4 is hereby authorized to issue a Purchase Order, to the lowest, responsive, responsible bidder,  
5 Chef's Deal Restaurant Equipment Company, for an amount not to exceed \$57,827.63, for two  
6 fryer units for the Pinnacle Bank Arena concessions, pursuant to Bid No. 25-091, and the  
7 Chairperson is authorized to approve and execute minor amendments and change orders thereto.

Adopted this \_\_\_\_\_ day of April, 2025.

Introduced by:

\_\_\_\_\_

Approved as to Form & Legality:

West Haymarket Joint Public Agency  
Board of Representatives

\_\_\_\_\_  
Legal Counsel for  
West Haymarket Joint Public Agency

\_\_\_\_\_  
Leirion Gaylor Baird

\_\_\_\_\_  
Tim Clare

\_\_\_\_\_  
Tom Beckius



400 PINNACLE ARENA DRIVE  
LINCOLN, NE 68508

**AWARD RECOMMENDATION** *(Single Vendor)*

Pinnacle Bank Arena has reviewed the RFP responses for 25-091 and made the following determination:

Chef's Deal Restaurant Equipment Company is the responsive Bidder meeting all requirements as outlined in the bid documents and Ebid. Therefore, Pinnacle Bank Arena recommends that the Full Proposal be awarded to Chef's Deal Restaurant Equipment Company in the amount of \$57,827.63.

Pinnacle Bank Arena accepts the Uncrate and set-in-place charge of \$495 for each fryer, for a total purchase amount of \$57,827.63.

Douglas Equipment was the lowest bidder but did not meet specifications for uncrate and set in place. Douglas Equipment only offered drop ship, as Chef's Deal Restaurant Equipment Company offered uncrate and set in place for a fee. General Parts Group will do Chef's Deal Restaurant Equipment Company uncrating and set in place.

A handwritten signature in black ink, appearing to read "Glenn Bateman".

Glenn Bateman  
Director of Food & Beverage  
Pinnacle Bank Arena

A handwritten signature in black ink, appearing to read "Ryan Weiss".

Ryan Weiss  
Director of Operations  
Pinnacle Bank Arena

**Bill To:**

Lincoln Purchasing  
 Sharon Mulder  
 440 South 8th Street Suite 200  
 Lincoln, NE 68508  
 (402) 441-7428 (Contact)  
 smulder@lincoln.ne.gov

**Ship To:**

Lincoln-Pinnacle Bank Arena  
 400 Pinnacle Arena Dr  
 Lincoln, NE 68508  
 (402) 441-7428 (Cell)  
 smulder@lincoln.ne.gov


**From:**


Chef's Deal Restaurant Equipment  
 Co.  
 Diamond Mutlusoy  
 708 Dickerson Pike  
 Nashville, TN 37207-5609  
 615-254-5449  
 (615) 358-9831 (Contact)  
 diamond@chefsdeal.com

Job Reference Number: 594LRG

*Running a kitchen is your job...Keeping it running is ours!  
 Put the power and experience of the Chef's Deal team to work for you!  
 Financing is Available!!!*

[0% Interest For 30 Days](#)  
[Click Here for Financing](#)

Item	Qty	Description	Sell	Sell Total
3.1	1 ea	<b>GAS FRYER, BATTERY</b>	\$22,389.66	\$22,389.66
				
		Frymaster/Dean Model No. SCFD260G		
		Dean® Decathlon Performance Fryer Battery, gas, (2) 75 lbs. capacity each, built in filtration, thermo tube-type design, thermatron controller, automatic melt cycle, boil-out temperature control, includes: rack-type basket support, basket hanger & twin baskets, stainless steel frypot, front, door & cabinet sides, 6" adjustable steel legs, 300,000 BTU, NSF, cCSAus, CSA Star, CSA Flame		
	1 ea	Note: Prices listed are for within the USA only. Please contact the factory for pricing if quoting outside of the USA		
	1 ea	Natural gas (specify elevation if over 2,000 ft.)		
	1 ea	120v/60/1-ph, 1.0 amp, per fryer control		
	1 ea	Fryer: Casters, standard		
	1 ea	Right side, 1" Rear gas manifold without shut-off valve (fryer with filter), standard		
	1 ea	Start-Up Program, included at Customer's request on all fryers with built-in filter		
	1 ea	Start-Up Program includes gas pressure check, boil out of all frypots, gas plumbing size, wiring inspection, proper basket lift operation, cleaning of all frypots with damp rag/paper towels,		

Item	Qty	Description	Sell	Sell Total
		controller check & programming demonstration, inspection of vent hood & demonstration of the proper use & care of the filter sys (if all is applicable)		
			<b>ITEM TOTAL:</b>	<b>\$22,389.66</b>
3.2	1 ea	<b>GAS FRYER</b> Frymaster/Dean Model No. FPPH455 Frymaster® Fryer Battery, gas, hi-efficiency, (4) 50 lb. capacity each, built-in filtration, open pot design, automatic melt cycle, boil-out temp control, electronic ignition, center mounted RTD, 1° compensating temperature probe, includes: rack-type basket support, basket hanger & twin baskets, stainless steel frypots, doors & cabinet, casters, 320,000 BTU, CSA Star, CSA Flame, cCSAus, CE, NSF, ENERGY STAR®	\$32,844.03	\$32,844.03
				
	1 ea	Note: Prices listed are for within the USA only. Please contact the factory for pricing if quoting outside of the USA		
	1 ea	NOTE: Gas fryers CANNOT be curb mounted		
	1 ea	Natural gas (specify elevation if over 4,999 ft.)		
	1 ea	Full frypot, standard		
	1 ea	CM3.5 Controller, standard		
	1 ea	120v/60/1-ph, 9 amps, standard (controller/filter)		
	1 ea	Spreader cabinet, stainless steel door and sides, free standing or in battery (MUST specify at time of order), with legs standard	\$715.39	\$715.39
	1 ea	NOTE: Must contact factory for placement availability and any additional add on pricing		
	1 ea	Solid Flat Top, standard		
	1 ea	FWH-1 Frymaster®/Dean® Food Warmer & Holding Station, ceramic heating element with wire guard, radiant heat, includes; heat lamp, cord & plug, 12 x 20 x 2-1/2" stainless steel cafeteria-style pan & screen (additional cabinet required), NSF, cULus	\$888.55	\$888.55
	1 ea	120v/60/1-ph, 6.3 amps, standard, for heat lamp		
	1 ea	6" adjustable steel legs, std.		
	1 ea	6" casters (set of 4), standard		
	1 ea	Start-Up Program, included at Customer's request on all fryers with built-in filter		
	1 ea	Start-Up Program includes gas pressure check, gas plumbing size, wiring inspection, proper basket lift operation, cleaning of all frypots with damp rag/paper towels, controller check & programming demonstration, inspection of vent hood & demonstration of the proper use & care of the filter sys (if all is applicable)		
			<b>ITEM TOTAL:</b>	<b>\$34,447.97</b>

## Chef's Deal Restaurant Equipment Co.

04/15/2025

Merchandise	\$56,837.63
Installation	\$990.00
Total	\$57,827.63

### CHEF'S DEAL RESTAURANT EQUIPMENT COMPANY TERMS & CONDITIONS

#### PAYMENTS, EXCHANGES, RETURNS & REFUNDS

All payments are due in full at time of purchase. Past due balances are subject to 2.5% per month interest. CDRE retains a security interest in the property sold herein until paid in full and reserves the right to repossess the same. All return checks subject to a \$ 45.00 processing fee. All returned (unused) Stock Inventory must be accompanied by your sales receipt, within 3 days of purchase in original package with all accessories. No returns on special orders (not in stock items), smallwares and used equipment. Not any item can be returned without prior authorization. Items returned to CDRE without authorization will not be processed. Any exchange of Stock Inventory is subject to inspection by Chef's Deal Restaurant Equipment Company (CDRE) to ensure merchandise is returned in its original condition. Returns that are not the result of manufacturer or CDRE error subject to restocking charge (35-50 %). The customer is responsible for all shipping charges on returned merchandise.

#### DELIVERY, PICKUP & STORAGE

All orders must be paid in full before delivery may be scheduled unless if it is instructed differently in the contract. Available delivery days are established by CDRE. Smallwares, glassware and some counter top items (less than 50 lb) are not available for delivery and must be taken by customer at the time of purchase. We will contact you prior to your delivery date to schedule your delivery. We will attempt to call you the day before your delivery to provide you with a time frame. We require a 48 hour notice for any changes to your delivery. All Stock Inventory must be scheduled for delivery or pick-up upon notification of arrival in our store. Otherwise, your merchandise may be released and made available for other customer demands. We will make our best effort to have your merchandise available at the time of an anticipated future delivery date. If an order is cancelled on Stock Inventory -before delivery-, any deposit will remain on account for future purchases. Delivery charge will be \$85.00 in a 10 mile radius per trip. Deliveries made outside the local delivery area will incur an additional delivery charge. See your sales associate for details. Delivery fees are not refundable. Delivery liabilities end at the customer's curbside. Purchaser will inspect the equipment before delivery and once condition is agreed upon CDRE will not be held liable. As a courtesy, CDRE may help the customer move the equipment in to the building at its own discretion. Entries must be cleared in preparation for your equipment delivery. Drivers cannot remove or move existing equipment. Difficult deliveries (such as narrow door entry) and deliveries above the first floor (without access to an elevator) that may result in damage to your property or merchandise will not hold CDRE liable. If property or merchandise is damaged in the process of delivery this is solely the responsibility of the purchaser. Any equipment paid for in part or wholly by a customer will be subject to monthly storage fees of at least 5% percent of the total purchase price of the equipment. A monthly finance charge of 10% will be applied to outstanding balances that exceed 30 days in length. Any equipment left at the store for a period at 90 days even paid in full will be owned by CDRE and no monies will be refunded.

#### CUSTOMER PICK-UP POLICY

Store pick-up is available at no cost. You should call prior to picking up your merchandise to ensure that the merchandise is at the location. Once the merchandise arrives at the store, a store associate will call to let you know it has arrived. Merchandise must be picked up within 24 hours of its arrival to the store. Some items require assembly and can be assembled by our store personnel at an additional cost; please contact your sales consultant for additional information. Our store associates will be happy to load your vehicle; however, the responsibility of safely transporting your equipment is yours. However, if you elect to do so, you act at your own peril and acknowledge that CDRE has informed you that if you choose to pick up your own equipment it is an unsafe and ill-advised activity. Customer will take full responsibility of the equipment while customer is loading, unloading and transporting the equipment. CDRE will not assume any responsibility on these issues and or matters at all. Under no circumstances will CDRE be responsible for loss/damage incurred once the merchandise leaves the loading dock, regardless of the means of transportation. Therefore, you must inspect all merchandise prior to leaving our premises to verify that the items meet with your expectations and there is no damage.

#### WARRANTY & LIABILITY

On new Equipment, all kinds of warranty will be started at the day of purchase. Customer acknowledges that all new equipment is sold with manufacturer's warranty only. Customer acknowledges that customer has inspected the equipment prior to taking thereof, and finds it suitable for customers needs. Customer acknowledges and assumes all risks inherent in the operation and use of the equipment by the customer and will take all necessary precaution to protect all person and property from injury or damage while in possession of the equipment. CDRE gives no warranty for the used equipment on the parts and/ or the whole equipment after it has been picked up/ shipped/ delivered to the customer. Customer pick-up voids any and all warranty on the used equipment. By picking up the equipment(s) from our showroom, customer assumes all responsibility for the condition of the equipment. All used equipment sales are final, as-is, with no warranty; expressed or implied. CDRE is not responsible for damaged items accepted and signed by customer or his/ her representative for at the time of delivery. CDRE takes full responsibility for the condition of the equipment purchased until it reaches the outside of the customer's property. CDRE will not be liable for any damages that occur to the equipment or the building as equipment is being moved into and inside the building.

#### INSTALLATION

Installation of all hood(s), fans, and welded duct work are to be the responsibility of the owner and General Contractor. All final connections including electrical, plumbing, HVAC, and refrigeration are to be performed by licensed contractors. By law, Chef's Deal Restaurant Equipment Company cannot perform these connections. Walk-in cooler / Freezer will be erected by CDRE it is charged for services.

**SALES AGREEMENT**

The total purchase price as well as the terms of repayment shall be reduced to writing subsequent to delivery and Buyer agrees to sign all additional paperwork required by CDRE and if not, Buyer shall be in default, subject to all rights and remedies retained by CDRE. However, the CDRE retains the title to and the Buyer grants a security interest in all collateral covered by this order, whether or not any additional paperwork is prepared or executed, until the purchase price is paid in full. It is further that the title to all collateral covered by this order shall remain in CDRE until paid for and that to secure payment of the purchase price, Seller shall have a security interest of 35% and stocking fee of up to 50% of total purchase amount therein together with all accessories and additions thereto now or hereafter acquired, and in any proceeds thereof. It is further agreed that the aforesaid security interest shall secure and cover and future extension of credit made by CDRE to Buyer for the purchase of goods, equipment, or services, and that Buyer will pay all costs of collecting or securing or attempting to collect or secure payment hereunder including a reasonable Attorney's fee and hereby waives as to this debt all Rights of Exemption under the Constitution and laws of Tennessee or any other State. It is agreed that upon any default in payment hereunder, CDRE may require Buyer to assemble the aforesaid collateral and make it available to repossession by Seller at a place designated by CDRE, and that CDRE may upon default render the collateral unusable without removal of the same. This agreement is made pursuant to the terms of the Uniform Commercial Code of the state of Tennessee and of any other state applicable hereto. It is agreed that CDRE shall not be liable for consequential damages in any form, including but not limited to food spoilage, work shut down, loss of profit or personal injury. If Buyer is more than one, the obligations hereunder are joint and several.

This contract is the entire agreement between the parties and can only be modified in writing with both parties' signatures. The above encompass the entire terms and condition regarding the transaction with CDRE, and the customer understands no employee or agent of CDRE has authority to change these terms and condition. Time is of the essence o this contract. The contract shall be governed by the laws of Tennessee. Venue shall be Davidson County, Tennessee. In the event of default under this terms and condition by the failure to make a payment within five (5) business days of its due date, or upon death, bankruptcy, or insolvency of the maker, the entire amount then owing shall be due upon demand. If any one of the scheduled payments is past due over 7 (seven) days, the customer accepts to return all the equipments subject to payment, and forfeits all the rights to the equipments subject to this letter. Furthermore, the customer also accepts that there is lien on the equipments until all the payments are made, and customer accepts to let CDRE employees in to the building, during normal business hours, to pick up the equipments if the customer defaults on a payment. Furthermore, repossession of the equipment will not release the customer from the debt, if there is a balance due for the removal services of the equipment. This Terms and Condition is not assumable without the written consent of the customer. The borrower waives presentment, demand, protest, and notice. In the event of any default, the borrower shall be responsible for all reasonable attorneys' fees and costs.

ABOVE PRICES DO NOT INCLUDE Usage tax, utility connection or disconnections, parts or labor, including electrical, gas, plumbing, HVAC, etc. Walk-in utility connections including electrical service to condensing unit, evaporator coil, lights, door heater, pressure relief vent, drain line heater, etc. Also prices do not include installation of drain line condensate pan at evaporator coil. Installation of exhaust hood, balancing of exhaust hood system, duct work, curbs, roof penetrations for hood or refrigeration equipment, fire proof chase if required, installation of walk-in boxes. Wall covering: Provision & installation of wall covering, s/steel tile or galvanized hood or above. Behind sinks & dishwashing area. Installation of wall mount or ceiling mounted items & necessary backing in walls for support. Installation of shelves and work tables. Carpentry-millwork. Refrigeration work, parts or labor, including running lines, refrigerant, electric, plumbing & gas rough-in & hook-ups etc. Removal/relocation of existing equipment to allow setting in place of new equipment. Modifications to building to allow entry of equipment. Electrical cord or plug. Gas regulator. Sheet-metal work. Hanging of hood. Fire suppression system, components or installation. Enclosure panels from top of (hood)(walk-in) to ceiling. Permits or Licenses that may be required by State or local municipalities. Price protection for in stock orders placed within 10 days.

Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Project Grand Total: \$57,827.63



# Decathlon Gas Fryer Batteries with Filtration -- Domestic & Export

Project \_\_\_\_\_  
 Item \_\_\_\_\_  
 Quantity \_\_\_\_\_  
 CSI Section 11400 \_\_\_\_\_  
 Approval \_\_\_\_\_  
 Date \_\_\_\_\_

## Models

- ☐ SCFD250G    ☐ SCFD450G    ☐ SCFD260G    ☐ SCFD460G  
☐ SCFD350G    ☐ SCFD550G    ☐ SCFD360G



SCFD250G

## Fryer Standard Features

- Thermo-tube design heat transfer system
- Oil capacity  
SCFD50G -- 50-lb. (25 liter)  
SCFD60G -- 75-lb (37 liter)
- Btu/hr. input  
SCFD50G -- 120,000 Btu/hr. (30,600 kcal) (35.2 kw)  
SCFD60G -- 150,000 Btu/hr. (37,783 kcal) (44 kw)
- Frying area  
SCFD50G -- 14" x 14" x 3-1/2" (35 x 35 x 8.9 cm)  
SCFD60G -- 18" x 18" x 3-3/4" (46 x 46 x 9.5 cm)
- Thermatron controller
- Robust, RTD, 1° compensating temperature probe
- Stainless-steel frypot, door, front and sides
- Two twin baskets per frypot
- Gas connection -- see chart on back
- Combination gas valve with regulator
- Wide cold zone
- Melt cycle and boil-out mode
- Casters
- Drain safety switch

## Filter Standard Features

- Space-saving filter fits inside fryer cabinet which houses two or more frypots or one frypot and spreader
- Large capacity filter pan removes easily for cleaning
- Sloped drain pan leaves minimal oil in the pan after filtering
- Large 3" (8.0 cm) round drain line allows oil to drain freely
- Filter cycle is complete from start to finish in under 5 minutes, while other frypots in the system are in use
- Filters all fryers in the battery
- Rear oil flush
- 1-1/4" (3.2 cm) diameter, one-point end connection, rear manifold gas line without shut-off valve
- 1/3 H.P. filter motor
- 4 GPM pump (15 LPM)
- Stainless steel crumb catcher
- Filter starter kit
- Casters

## Specifications

### Designed for high-volume frying and controlled performance

High-production cooking capacity and fast recovery meet high-volume frying needs. Oil capacities of these units make them ideal for everything from French fries to large-size menu items requiring more frying area.

A larger heat-transfer area reduces the heat per square inch needed to attain and maintain desired cooking temperatures, which reduces the oil's heat load and therefore the breakdown of the oil. Stainless steel baffles and reliable, built-to-last burners keep maintenance to a minimum. Precise temperature control during heat-up and recovery protects oil from excessive high-heat damage. The wide cold zone traps sediment away from the cooking area, safeguarding oil quality and the quality of the food.

High-production cooking capacity and fast recovery meet high-volume frying needs.

Dean's renowned, built-in filtration system puts filtration where it's most convenient to use -- right within the fryer battery -- eliminating the need for additional floor and storage space.

The filtering process is fast and easy, encouraging frequent filtering -- a critical part of maximizing oil life, especially with trans-fat free oils. It is also sequential, so one fryer may be filtered while the others are still in use. It is engineered with features that allow added convenience and ease of use.

This system is enhanced with a gravity draining system that allows residual oil to drain into the filter pan so that drain lines are always open. The filter, housed beneath two Dean fryers or one fryer and a spreader, is capable of filtering up to six fryers, individually, without having to be moved from fryer to fryer, saving valuable labor. Oil can be filtered quickly while other fryers in the battery continue cooking.

This filter comes standard with a powerful 4 GPM pump to maximize filtering efficiency and minimize clogging. Large sump with secure hold-down ring ensures proper vacuum and superior oil filtration. The stainless steel filter pan is equipped with casters and an automatic connection for ease of access.

Filtration process is two steps:

**Step one:** open drain valve, open return valve to activate filter pump.

**Step two:** close drain valve; close return valve to turn off pump.



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 Bulletin No. 830-0043  
 Revised 5/20/16



Decathlon Fryer Batteries with Filtration -- Domestic & Export





# Decathlon Fryer Batteries with Filtration -- Domestic & Export

Model # \_\_\_\_\_  
CSI Section 11400

## OPTIONS & ACCESSORIES

- ☐ External oil discharge -- available on built-in filter batteries with 2 or more frypots -- must specify front or rear connection
- ☐ 8 GPM (15 LPM) pump
- ☐ Drain safety switch
- ☐ Spreader cabinet(s) -- SCFD50 models must fit within a 5-cabinet fryer battery; SCFD60 models must fit within a 4-cabinet fryer battery
- ☐ Frypot covers
- ☐ Full basket
- ☐ Triplet basket
- ☐ Chicken basket
- ☐ Crisper tray
- ☐ Sediment tray
- ☐ Front work shelf
- ☐ Splash shield

## POWER REQUIREMENTS

MODEL NO.	OPTIONS DOMESTIC/EXPORT	
	CONTROLS/ FRYPOT	FILTER
D150G	120V 1 A	120V 8 A
D160G	220 - 240V 1 A	220 - 240V 4 A

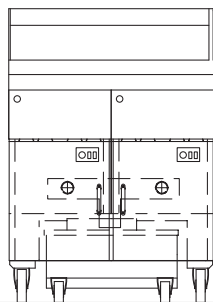
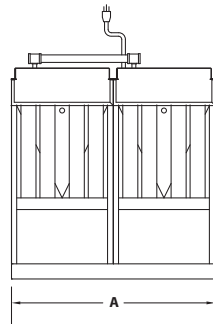
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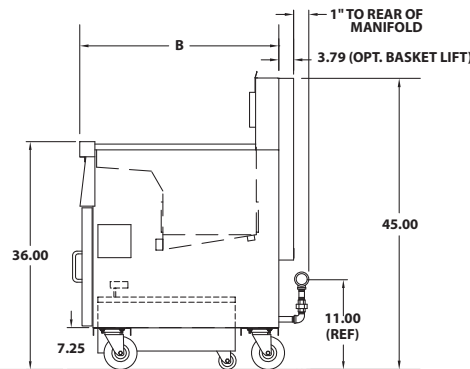
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Bulletin No. 830-0043  
Revised 5/20/16



We reserve the right to change specifications appearing in this bulletin without incurring any obligation for equipment previously or subsequently sold.



DEAN GAS LINE TABLE	
# OF FRYERS	GAS LINE WITH FILTER
2-4	(1) 1"
5	(2) 1"



#### DIMENSIONS

MODEL NUMBER	OIL CAPACITY	OVERALL SIZE (cm)			DRAIN HEIGHT (cm)	NO. OF TUBES	SHIPPING INFORMATION					
		A	B	HEIGHT			WEIGHT	CLASS	CU. FT.	DIMENSIONS (cm)		
SCFD250G	50 lb. (25 liter) per frypot	31" (79)	31-1/4"* (79.4)	45"* (114.3)	19-3/4" (50)	4	397 (180)	85	68	W 53" (134.6)	D 42" (106.6)	H 53" (134.6)
SCFD350G		46-1/2" (118)					610 (277)	77.5	88	66" (167.6)	42" (106.7)	55" (135.7)
SCFD450G		62" (157)					910 (413)		111	83" (210.8)	42" (106.7)	55" (135.7)
SCFD550G		77-1/2 (197)					1,311 (595)		SCFD550G & SCF650G Ship in 2 crates.			
									68	53" (134.6)	42" (106.6)	53" (134.6)
									88	66" (167.6)	42" (106.7)	55" (106.7)
SCFD260G	75 lb. (37 liter)	40" (102)	36-1/2"* (92.7)	45"* (114.3)	19-3/4" (50)	5	417 (189)	77.5	68	53" (134.6)	42" (106.6)	53" (134.6)
SCFD360G		60" (152)					815 (370)		88	66" (167.6)	42" (106.7)	55" (135.7)
SCFH460G		80" (203)					1,295 (587)		111	83" (210.8)	42" (106.7)	55" (135.7)

\*Without basket lifts.

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# Decathlon Fryer Batteries with Filtration -- Domestic & Export

## NOTES

- 1-1/2" (3.8 cm) kitchen main manifold gas supply line required. Gas inlet size (I.D.) should be no smaller than that provided for connection to the fryers. See service manual and/or plumbing codes for proper pipe sizing. Recommended minimum store manifold pressure to be 6" W.C. for natural gas and 11" W.C. for LP gas. Check plumbing codes for proper supply line sizing to attain burner manifold pressure of 3.0" W.C. natural or 8.25" W.C. LP.
- POWER CORDS: 2 battery units, 1 power cord supplied  
3 to 4 battery units, 2 power cords supplied  
5 battery units, 3 power cords supplied
- Please specify: Natural or LP gas; altitude if between 2,000 - 6,000 feet (610 - 1,829 Meters).

## • DO NOT CURB MOUNT

## CLEARANCE INFORMATION

- A minimum of 24" (61.0 cm) should be provided at the front of the unit for servicing and proper operation, and 6" (15.2 cm) between the sides and rear of the fryer to any combustible material.

## HOW TO SPECIFY EXAMPLES:

The following description will assist with ordering the features desired for this equipment:

SCFD350G	Three 50-lb. tube-type gas fryers with Thermatron controllers, RTD 1° compensating temperature probe and 1-1/4" full port drain valve, built-in filtration, casters.
SCFD360G	Three 75-lb. tube-type gas fryers with Thermatron controllers, RTD 1° compensating temperature probe and 1-1/2" full port drain valve, built-in filtration, casters.

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Bulletin No. 830-0043  
Revised 5/20/16



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# Frymaster®

## H55 High-Efficiency Gas Fryers with Filtration -- Domestic & Export

Project \_\_\_\_\_  
 Item \_\_\_\_\_  
 Quantity \_\_\_\_\_  
 CSI Section 11400 \_\_\_\_\_  
 Approval \_\_\_\_\_  
 Date \_\_\_\_\_

H55 Fryers with Filtration -- Domestic & Export

### Models

☐ FPH155    ☐ FPPH255    ☐ FPPH255-4    ☐ FPPH355-2    ☐ FPPH355-6    ☐ FPPH455-2    ☐ FPPH455-6  
☐ FPH155-2    ☐ FPPH255-2    ☐ FPPH355    ☐ FPPH355-4    ☐ FPPH455    ☐ FPPH455-4    ☐ FPPH455-8



FPPH255C

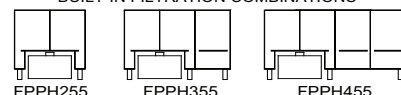
### Fryer Standard Features

- Open-pot design (split or full) is easy to clean
- 50-lb (25 L) oil capacity per full frypot; 25-lb. (12 L) per split frypot
- 80,000 Btu/hr. input (20,151 kcal) (23.4 kw) (84.4 MJ/hr) per full frypot; 40,000 Btu/hr. input (10,075 kcal) (11.7 kw) (42.2 MJ/hr) per split frypot
- Frying area: 14" x 15" x 4-1/2" (35.6 x 38.1 x 11.4 cm) per full frypot; 6-1/2" x 15" x 4-3/4 (16.5 x 38.1 x 12.1 cm) per split frypot
- CM3.5 controller(s)
- Stainless steel frypot, door and cabinet
- Center-mounted, RTD, 1° compensating temperature probe
- Deep cold zone with forward-sloping bottom and IPS full-port, ball-type drain valve -- 1-1/4" (full frypot; 1" (split frypot)
- Infrared burners ensure state-of-the-art heat transfer
- Electronic ignition
- Automatic melt cycle and boil-out temperature control
- Two twin baskets per frypot
- Casters
- Built-in filtration
- Drain safety switch
- Rear oil flush
- Gas connection -- see chart on back

### Options & Accessories

- ☐ External oil discharge -- available on built-in filter batteries with 2 or more frypots -- must specify front or rear connection
- ☐ Basket lifts (except Australia)
- ☐ Digital timer or 3000 controllers
- ☐ Spreader cabinet(s) -- must fit within a 4-cabinet fryer battery
- ☐ Frypot cover(s)
- ☐ Foam deck basket banger
- ☐ Triplet basket
- ☐ Full basket
- ☐ Chicken/Fish tray
- ☐ Sediment tray(s)

#### BUILT-IN FILTRATION COMBINATIONS



### Specifications

#### Designed for high capacity frying, efficiency and trouble-free filtering of fryer batteries without wasting valuable space

Frymaster's H55 is a premium open-pot fryer that combines state-of-the-art technology with decades of frying experience and customer satisfaction to set the standard for high-efficiency frying. The ENERGY STAR® rated H55 fryer saves thousands of dollars annually on energy costs. H55 fryers have long been the trusted choice of chains and independent operators worldwide because their efficient, state-of-the-art heat transfer system, precise controls and durability have stood the test of time.

The infrared burners and blower system deliver an ultra-refined air-gas mixture so the fryer operates well in any gas application such as at high altitudes, in environments where air circulation is sub-optimal or when the heating value of the gas is diminished.

Frymaster's renowned, built-in filtration system puts filtration where it's most convenient to use -- right within the fryer battery -- eliminating the need for additional floor and storage space.

The filtering process is fast and easy, encouraging frequent filtering -- a critical part of maximizing oil life, especially with trans-fat free oils. It is also sequential, so one fryer may be filtered while the others are still in use. It is engineered with features that allow added convenience, easier serviceability and allows for using three different filter mediums with one pan.

This system is enhanced with a gravity draining system that allows residual oil to drain into the filter pan so that drain lines are always open. The filter, housed beneath two Frymaster fryers or one fryer and a spreader, is capable of filtering up to four fryers, individually, without having to be moved from fryer to fryer, saving valuable labor. One fifty-pound fryer can be filtered in about four minutes, while other fryers in the battery keep on cooking.

A large sump with a secure hold-down ring ensures proper vacuum and superior oil filtration. The stainless steel filter pan slides out easily over floor mats and uneven floor tiles.



Approved  
for Australia

Approved  
for Korea

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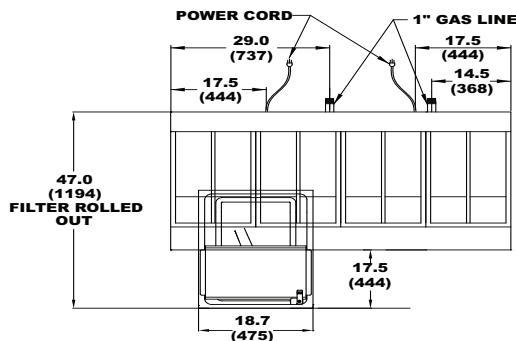
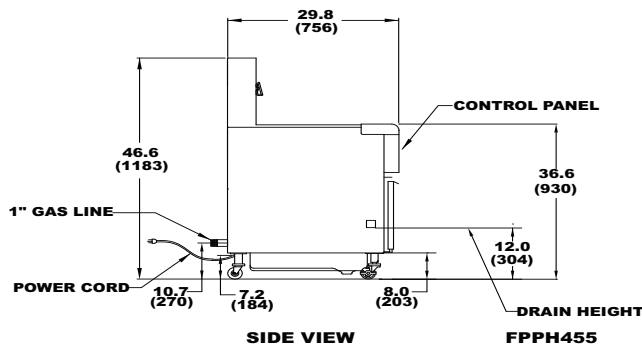
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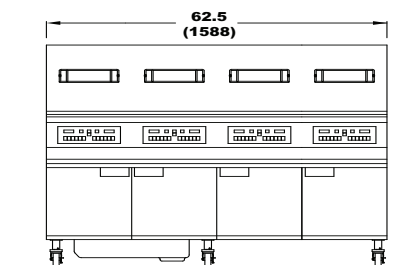
# Frymaster®

GAS CONNECTIONS	
2BATT	1" NPT (1 PLACE)
3BATT	1" NPT (1 PLACE)
4BATT	1" NPT (2 PLACES)

INCHES  
(MM)



TOP VIEW



FRONT VIEW

## DIMENSIONS (FP FILTER ONLY IS 25-1/2" W X 16" D X 12-1/2" H)

FP FILTER WITH FRYERS											
MODEL NO.	OIL CAPACITY/ FRYPOT	OVERALL SIZE (cm) FULL OR SPLIT FRYPOTS			DRAIN HEIGHT	**APPROXIMATE SHIPPING INFORMATION					
		WIDTH	DEPTH	HEIGHT		WEIGHT	CLASS	CUBE	DIMENSIONS (cm)		
FPH155	50 lbs. (25 L) 25 lbs. (12 L) each side	15-5/8" (39.7)	*29-5/8" (75.2)	*45-5/8" (115.9)	10-1/4" (26.1 cm)	341 (154 kg)	85	25	W 25" (63.5)	D 45" (114.3)	H 56" (142.2)
FPPH255		31-3/8 (79.8)				492 (223 kg)	85	51	38" (96.5)	44" (111.8)	53" (134.6)
FPPH355		47" (119.4)				671 lbs. (304 kg)	77.5	72	53" (135.9)	44" (111.8)	53" (134.6)
FPPH455		62-5/8" (159)				881 lbs. (400 kg)	77.5	98	70" (177.8)	44" (111.8)	55" (139.7)

\*Without basket lifts. \*\*Information is APPROXIMATE and may vary at time of shipment due to options/add-ons per customer request.

## POWER REQUIREMENTS

MODEL NO.	BASIC DOMESTIC OPTIONS		
	CONTROLS/ FRYPOT	FILTER	BASKET LIFTS/ FRYPOT
PH155	120V 1 A	120V 8 A	120V 3 A
PH155-2			
BASIC EXPORT OPTIONS			
PH155	220V 1 A	220V 5 A	220V 2 A
PH155-2	230V 1 A	230V 5 A	230V 2 A
	240V 1 A	240V 5 A	240V 2 A
	250V 1 A	250V 5 A	250V 2 A

## HOW TO SPECIFY -- EXAMPLE

The following description will assist with ordering the features desired for this equipment:

FPPH355 Three 50-lb. (25 L) high-efficiency, open full frypot gas fryer with CM3.5 controllers, electronic ignition, melt cycle, boil-out temperature control and center-mounted (RTD) 1° compensating temperature probe, built-in filtration

## NOTES

- 120 V 5 ft. (1.5 m) grounded cord set provided.
- 1-1/2" (3.8 cm) kitchen main manifold gas supply line required. Should a flexible gas line be used, it must be CSA approved, commercial type and sized per the gas line size in above drawing. See service manual and/or plumbing codes for proper pipe sizing. Recommended minimum store supply pressure to be 6" W.C. for NAT Gas, and 11" W.C. for L.P. Check plumbing codes for proper supply line sizing to attain burner manifold pressure of 3.0" W.C. natural or 8.25" W.C. L.P.
- Natural gas only for New Zealand.

## • DO NOT CURB MOUNT

## CLEARANCE INFORMATION

A minimum of 24" (61 cm) should be provided at the front of the unit for servicing and proper operation, and 6" (15.2 cm) between the sides and rear of the fryer to any combustible material.

Welbilt reserves the right to make changes to the design or specifications without prior notice.

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7367C\_FPH55  
08/24



H55 Fryers with Filtration -- Domestic & Export



# Food Warmers/Holding Stations/Spreader Cabinets

Project \_\_\_\_\_  
 Item \_\_\_\_\_  
 Quantity \_\_\_\_\_  
 CSI Section 11400  
 Approved \_\_\_\_\_  
 Date \_\_\_\_\_

## Models

- ☐ FWH-1 Food warmer with cafeteria pan  
☐ FWH-1A Food warmer with scoop pan  
☐ Spreader Cabinet SD  
☐ Spreader Cabinet SC



**FWH-1\***  
Food warmer and holding station with cafeteria pan.



**FWH-1A\***  
Food warmer and holding station with scoop-type pan.



Spreader Cabinet with optional Food Warmer, holding station with cafeteria pan and casters

## Standard Features

### Food Warmer:

- Durable 6" W x 23-3/4" L (15.4 x 60.3 cm) aluminum alloy housing construction, easy to clean
- 750W radiant heat - 120V/60 Hz/1 Ph 6.3 A
- Ceramic heating element with wire guard
- "ON/OFF" toggle switch on front
- 6 ft. (1.8 M) cord with plug

### Holding Stations:

- Stainless steel cafeteria pan, 12" x 20" x 2-1/2" (30.5 x 50.8 x 6.4 cm) with mesh screen
- Scoop-type, perforated pan, 13-1/2" x 18-1/2" x 5-1/4" (34.3 x 47.0 x 13.3 cm)

### Food Warmers and Holding Stations available for:

### Spreader Cabinets:

- Available in stainless steel (SC) and enamel (SD)
- 12" x 20" cutout standard (flat top option)
- Legs standard (casters option)

## Specifications

### Designed to keep prepared food fresh and hot

Food warmers and holding stations are optional accessories that can be used with Frymaster spreader cabinets and fryers to maintain optimal temperature of prepared food. Food Warmers are available separately to fit existing Frymaster spreader cabinets.

The rectangular food warmer produces an 18" (45.7 cm) heat pattern over the entire length of the unit to keep cooked food at optimal temperature with radiant heat to assure peak flavor without cooking or drying. The shell is manufactured with durable aluminum alloys and is easy to clean. "ON/OFF" toggle switch, and a 6' (1.8 M) cord set are mounted in the shell. Mounting brackets and hardware are provided for installation.

The food warmers are NSF, cULus, and CE approved and can be used with either the cafeteria-style pan with mesh screen or with the perforated, curved scoop pan for quick, easy bagging.

\*Frymaster food warmers and holding stations are designed to fit the Frymaster spreader cabinet; they are not free-standing accessories.



Agency approvals are for food warmers only.

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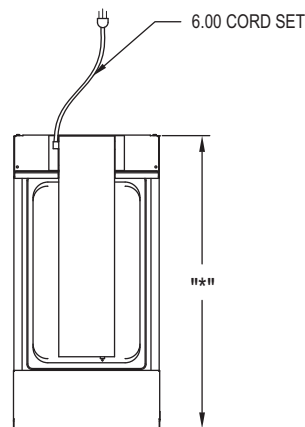
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 6602  
 06/18



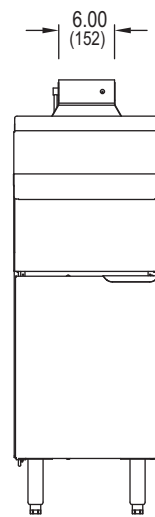
Food Warmers/Holding Stations/Spreader Cabinets



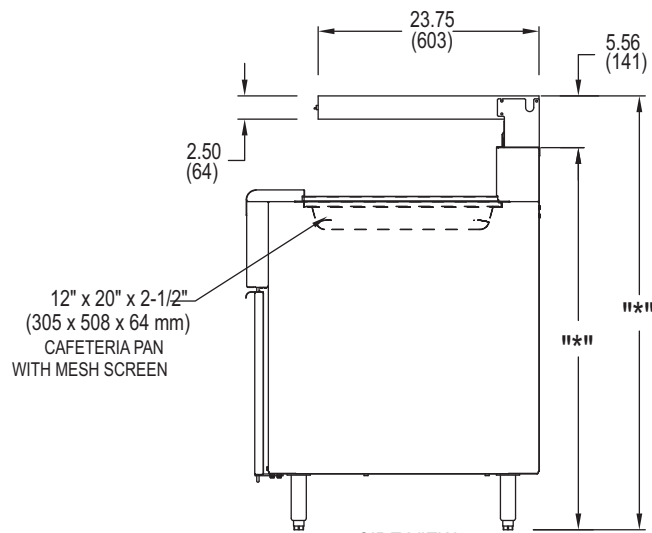
# Food Warmers/Holding Stations/Spreader Cabinets



TOP VIEW



FRONT VIEW



SIDE VIEW

Dimensions			
Description	Width (cm)	Depth (cm)	Height (cm)
Food warmer	6" (15.4 cm)	23-3/4" (60.3 cm)	2-1/2" (6.4 cm)
Food warmer (CE)			2-1/4" (5.7 cm)
Cafeteria-style holding pan	12" (30.5 cm)	20" (50.8 cm)	2-1/2" (6.4 cm)
Scoop-style perforated pan	13-1/2" (34.3 cm)	18-1/2" (47.0 cm)	5-1/4"*** (13.3 cm)

\*\*\*Depth is shown for deepest point in pan.

Spreader Cabinets SD & SC			
Model	Width (cm)	Depth (cm)	Height (cm)
H55/OCF30 gas	15-5/8" (39.7)	31-1/2" (79.9)	45-5/8" (*) (115.8)
MJ45/MJ45E/MJ35/MJ35E	15-5/8" (39.7)	31-1/2" (79.9)	46" (*) (116.8 cm)
RE14/17/22 / RE14TC/17TC/22TC/OCF30 electric	15-5/8" (39.7)	31" (78.6)	45-1/2" (*) (115.2)
MJCF/MJCFE	20-7/8" (52.9)	39-7/8" (101.3)	46-1/8 H(*) (117.2)

## Power Requirements

Domestic: 120V 1 Ph 6.3 A 750 W  
CE: 230/240 1 Ph 2.1 A 500 W

## Caution:

Locate heat lamp no closer than 3" (7.6 cm) to a side wall and 16-1/2" (42.0 cm) above a flammable surface.

## How To Specify

The following description will assist with ordering the features desired for this equipment:

FWH-1	Food warmer and holding station with cafeteria pan.
FWH-1A	Food warmer and holding station with scoop pan.
SD	Stainless steel door, enamel cabinet
SC	Stainless steel door and cabinet

Welbilt reserves the right to make changes to the design or specifications without prior notice.

8700 Line Avenue  
Shreveport, LA 71106-6800  
USA

Tel: 318-865-1711  
Tel: 1-800-221-4583  
Fax: 318-868-5987  
E-mail: info@frymaster.com

www.frymaster.com  
6602  
06/18



**RESOLUTION NO.**

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public  
2 Agency:

3 That the attached Amendment No. 2 to the Canopy Park Project Redevelopment  
4 Agreement between the City of Lincoln, West Haymarket Joint Public Agency, Canopy Park,  
5 LLC, and West Haymarket Holding Company, LLC relating to the redevelopment of property  
6 generally located at the northwest corner of South Canopy Street and “N” Street, upon the terms  
7 and conditions set forth in said Amendment No. 2 to the Redevelopment Agreement, is hereby  
8 approved and the Chairperson of the West Haymarket Joint Public Agency Board of  
9 Representatives is hereby authorized and directed to execute said Amendment No. 2 to the  
10 Redevelopment Agreement.

Adopted this \_\_\_\_ day of April, 2025.

Introduced by:

\_\_\_\_\_

Approved as to Form & Legality:

West Haymarket Joint Public Agency  
Board of Representatives

\_\_\_\_\_  
Legal Counsel for  
West Haymarket Joint Public Agency

\_\_\_\_\_  
Leirion Gaylor Baird

\_\_\_\_\_  
Tim Clare

\_\_\_\_\_  
Tom Beckius



**AMENDMENT NO. 2  
CITY OF LINCOLN, NEBRASKA  
REDEVELOPMENT AGREEMENT  
(Canopy Park Project)**

THIS AMENDMENT NO. 2 CITY OF LINCOLN, NEBRASKA REDEVELOPMENT AGREEMENT (Canopy Park Project) (“**Amendment No. 2**”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF LINCOLN, NEBRASKA, a municipal corporation (hereinafter referred to as “**City**”), the WEST HAYMARKET JOINT PUBLIC AGENCY, a political subdivision and corporate body politic of the State of Nebraska (hereinafter referred to as “**WHJPA**”), CANOPY PARK, LLC, a Nebraska limited liability company and its successors and assigns (hereinafter referred to as “**Canopy Park**”) and WEST HAYMARKET HOLDING COMPANY, LLC, a Nebraska limited liability company and its successors and assigns (hereinafter collectively referred to as “**WHHC**”). Canopy Park and WHHC will be referred to individually as “**Redeveloper**” and collectively throughout the Redevelopment Agreement as “**Redevelopers**”.

**RECITALS**

A. The City of Lincoln, Nebraska Redevelopment Agreement (Canopy Park Project) (“**Original Redevelopment Agreement**”) and the Memorandum of Redevelopment Agreement & Use Restrictions (“**Original Memorandum**”) were entered into as of the 6th day of May, 2019, by and between the City, WHJPA, Canopy Park and Lincoln Haymarket Development Corporation, a Nebraska non-profit corporation and its successors and assigns (hereinafter collectively referred to as “**LHDC**”).

B. The Original Redevelopment Agreement was amended and restated by Amendment No. 1 City of Lincoln, Nebraska Redevelopment Agreement (Canopy Park Project) (“**Amendment**

No. 1”) was entered into as of January 27, 2020, by and between the City, WHJPA, Canopy Park and WHHC. Amendment No. 1 (i) removed LHDC as a Redeveloper of the Property Site and as a party under the Original Redevelopment Agreement and Original Memorandum and added WHHC as a Redeveloper of the Project Site. The Amendment No. 1 is incorporated herein by this reference. Any capitalized term used herein that is not defined herein shall have the meaning as defined in the Amendment No. 1.

B. Amendment No. 1 required (i) the City to design and construct a City-owned plaza at the southwest corner of 7<sup>th</sup> & “N” Streets Plaza (“**7<sup>th</sup> and N Plaza**”) in conjunction with the City park planned generally south of N Street and west of South 7<sup>th</sup> Street (“**South Haymarket Park**”) and (ii) the Second TIF Bond Priority Expense to fund said 7<sup>th</sup> and N Plaza. Subsequently, the City has elected to no longer design and construct said 7<sup>th</sup> and N Plaza as part of the South Haymarket Park. Therefore, said TIF Funds and the Second TIF Bond Priority Expense are no longer required to the 7<sup>th</sup> and N Plaza and said TIF Funds can be used to fund other TIF Bond Priorities of the Project.

C. Amendment No. 2 hereby amends and modifies Amendment No. 1. The City, WHJPA, Canopy Park and WHHC agree that should the terms of this Amendment No. 2 and the terms of the Amendment No. 1 be inconsistent, the terms of Amendment No. 2 shall control. The Amendment No. 1, as modified by Amendment No. 2, is collectively referred to as the “**Agreement**”.

1. Section 305 of Amendment No. 1 shall be deleted and restated as follows:

**Section 305. Construction of City Public Improvements.** City, at its expense, will design and construct the City Public Improvements within the Project Area. The City will

substantially complete the Parking Garage prior to completion of the New Buildings on or before the dates shown on the Schedule in Exhibit P. Upon completion of the City Public Improvements, the City shall be responsible for maintaining its Public Improvements, at its own cost and expense, and no responsibility thereof shall accrue to the Redevelopers except as otherwise provided herein; provided that Canopy Park shall take necessary and reasonable steps to protect the Public Improvements from damage during the construction of the New Buildings and other Canopy Park Undertakings. Nothing in this section shall be construed to preclude the City from including some or all of the maintenance of Streetscape Improvements constructed pursuant to this Agreement in the scope of services for a business improvement district that includes the Project Area.

In order to facilitate timely completion of the Site Preparation, Parking Garage, New Building, and Streetscape Improvements, the City, WHJPA and Canopy Park have prepared a Schedule as shown in Exhibit P and Staging Plan as shown in Exhibit Q to accommodate the timely and orderly design, construction, and completion of the Parking Garage, the New Building and the Streetscape Improvements.

2. Section 602 A. 1 of Amendment No. 1 shall be deleted and restated as follows:

**Section 602. Residential Parking; Office & Retail Monthly Parking; Canopy Park's Right to Lease.** After completion of the Private Improvements, Canopy Park, for the sole use of its tenants, shall have the right to lease the following parking stalls in the Parking Garage:

A. Reserved Parking Stalls. For residential uses in the New Buildings, up to two hundred eighty-seven (287) fully Reserved Parking (defined below) stalls.

1. **“Reserved Parking”** shall be for twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, including all Husker home football

games, Husker home basketball games, Husker baseball/softball games, Haymarket Park events, and West Haymarket Arena events, Haymarket, West Haymarket or South Haymarket area street events or festivals, South Haymarket Park events (individually “**Event**” and collectively “**Events**”).

3. Section 702 A. of Amendment No. 1 shall be deleted and restated as follows:

**Section 702. TIF Indebtedness.**

A. Issuance of TIF Bond Indebtedness. Not earlier than thirty (30) days following the later date of the approval and execution of the Original Redevelopment Agreement or the date the issuance of TIF Bond Indebtedness for the New Buildings has been authorized by an ordinance adopted by the City Council of the City of Lincoln (“**TIF Bond Ordinance**”), which date is after the remonstrative period in Neb. Rev. Stat § 18-2142.01 but as soon thereafter as is practicable, the City shall issue TIF Bond Indebtedness in the aggregate principal sum not to exceed Seven Million Eighty-nine Thousand Three Hundred and Five and No/100 Dollars (\$7,089,305.00) to be purchased as one or more bonds or notes (individually “**Bond**” and collectively “**Bonds**”) by Canopy Park, its Lender(s), or an Investor(s) (individually and collectively “**TIF Bond Purchaser**”). The TIF Bond Purchaser, as the holder of TIF Bonds, shall receive the incremental tax revenue created by the Project. The City shall receive TIF Proceeds from the TIF Bond Purchaser to be deposited into a City or Lender fund account (“**Project Account**”) to be expended as set forth in Sections 703 and 704 below. TIF Bond Proceeds from the issuance of the TIF Bonds shall be deposited into a City fund account (the “**TIF Bond Project Account**”) for payment of the TIF Bond Priority Expenses set forth in Section 703 below. Notwithstanding any contrary provisions contained in this Agreement, (i) any and all references to TIF Bond A and TIF Bond B shall be modified to mean “**Bond**”; (ii) any and all references to

TIF Bond A Purchaser and TIF Bond B Purchaser shall be modified to mean “**TIF Bond Purchaser**” and (iii) any and all references to TIF Bond A Proceeds and TIF Bond B Proceeds shall be modified to mean “**TIF Bond Proceeds**”.

4. Section 703 of Amendment No. 1 shall be deleted and restated as follows:

**Section 703. Use of TIF Bond Proceeds.**

A. Use of TIF Bond Proceeds. TIF Bond Proceeds shall be used for and expended for priority expenses (each a “**Priority Expense**”) in the following priority in such sums not to exceed the amounts reflected below:

FIRST PRIORITY EXPENSE: Reimburse Canopy Park for the Bond Counsel Fee for the TIF Bond, the Tax Increment Financing Admin. Fee, and the City’s cost to record Exhibits I, K, N, O, R and T.

SECOND PRIORITY EXPENSE through the SIXTH PRIORITY EXPENSE, inclusively, including capitalized interest realized in the course of designing and constructing said improvements, are stated in the Sources and Uses of Funds shown in Exhibit D.

The First Priority Expense through Sixth Priority Expenses are collectively the “**TIF Bond Priority Expenses.**”

Only costs for Public Improvements incurred after the date of the Original Redevelopment Agreement shall be eligible for reimbursement as TIF Bond Priority Expenses under this section, except as otherwise provided herein. The funds granted to Redevelopers are restricted and earmarked solely for the reimbursement of eligible costs of the TIF Bond Priority Expenses, as described herein, and the Redevelopers do not have discretionary judgment over the applications of said grant funds.

The City shall not have any obligation to make a grant or grants to reimburse the Redevelopers for the TIF Bond Priority Expenses in excess of the available TIF Bond Proceeds remaining after the First Priority Expenses as described above have been paid in full.

Many of the costs for the Uses listed in Exhibit D are estimates and actual reimbursements will be based upon the actual design, inspection, project administration, construction, financing and implementation costs.

5. Section 1102 of Amendment No. 1 shall be deleted and restated as follows:

**Section 1102. Persons Authorized to Issue Approvals.** For purposes of this Agreement and the approvals and disapprovals required hereunder, Redevelopers shall be entitled to rely on the written approval or disapproval of the City Council, or the Mayor, or the Director of the Department of Urban Development or their successors as authorized in this Agreement, as constituting the approval or disapproval required by the City. The Mayor is hereby authorized to amend or modify the order of TIF Bond Priority Expenses and use of the TIF Bond Proceeds for the Section 703 Priority Expenses. Until City receives further written notice from a Redeveloper, City shall be entitled to rely on the written approval of Lauren Smith or Clay Smith for each Redeveloper as constituting the approval or disapproval of said Redeveloper.

6. Exhibit D, Sources and Uses of Funds of Amendment No. 1 shall be deleted and restated as follows:

## Exhibit D

### Sources and Uses of Funds

Block 4 Redevelopment						
TIF Priorities	TIF uses	Total Estimate Cost	Total TIF	Redeveloper Funds	City Funds	JPA Funds
1	Administrative Fee	\$ 96,340	\$ 96,340	\$ 0		
1	Bond Counsel Fee	\$ 21,156	\$ 21,156	\$ 0		
2	Streetscape on Canopy and N	\$ 954,269	\$ 479,269	\$ 0		\$ 475,000
3	Demolition	\$ 37,690	\$ 37,690	\$ 0		
3	Site Prep/Grading/Environmental	\$ 1,124,384	\$ 1,124,384	\$ 0		
4	Land Purchase Assistance	\$ 1,839,626	\$ 1,839,626	\$ 0		
5	Façade Enhancements	\$ 2,013,044	\$ 2,013,044	\$ 0		
6	Energy Enhancements	\$ 2,254,565	\$ 1,463,296	\$ 791,269		
	<b>Total TIF Elig. Improvements</b>	<b>\$ 8,355,574</b>	<b>\$ 7,089,305</b>	<b>\$ 791,269</b>		<b>\$ 475,000</b>
	TIF Proceeds		\$ 7,089,305			
	<b>Gap (to be funded by Redevelopers)</b>			<b>\$ 791,269</b>		
	Affordable Housing Grant	\$ 437,412			\$ 437,412	
	<b>Total Public Improvements</b>	<b>\$ 8,792,986</b>	<b>\$ 7,089,305</b>	<b>\$ 791,269</b>	<b>\$ 437,412</b>	<b>\$ 475,000</b>

[SIGNATURE AND NOTARY PAGES TO FOLLOW]



Executed by City this \_\_\_\_ day of \_\_\_\_\_, 2025.

**“City”**

ATTEST:

**CITY OF LINCOLN, NEBRASKA**  
a municipal corporation

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Leirion Gaylor Baird, Mayor

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Leirion Gaylor Baird, Mayor of the **City of Lincoln, Nebraska** on behalf of the City of Lincoln, Nebraska.

(Seal)

\_\_\_\_\_  
Notary Public

Executed by WHJPA this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**“WHJPA”**

ATTEST:

**WEST HAYMARKET JOINT PUBLIC AGENCY**, a political subdivision and corporate body politic of the State of Nebraska.

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Leirion Gaylor Baird, Chair of the West  
Haymarket Joint Public Agency

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER            )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Leirion Gaylor Baird, Chair, of the **West Haymarket Joint Public Agency**, a political subdivision and corporate body politic of the State of Nebraska, on behalf of the West Haymarket Joint Public Agency.

\_\_\_\_\_  
Notary Public

Executed by Canopy Park this \_\_\_\_ day of \_\_\_\_\_, 2025.

**“Canopy Park”**

**CANOPY PARK, LLC**, a Nebraska limited liability company

By: \_\_\_\_\_  
Clay F. Smith, Manager

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Clay F. Smith, Manager of **Canopy Park, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.

(Seal)

\_\_\_\_\_  
Notary Public

Executed by WHHC this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**“WHHC”**

**WEST HAYMARKET HOLDING COMPANY,  
LLC**, a Nebraska limited liability company

By: \_\_\_\_\_  
Clay F. Smith, Manager

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Clay F. Smith, Manager of **WEST HAYMARKET HOLDING COMPANY, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.

(Seal)

\_\_\_\_\_  
Notary Public

**RESOLUTION NO.**

1           BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public  
2 Agency:

3           That the attached Amendment One to Contract between the West Haymarket Joint Public  
4 Agency and Mitsubishi Electric to add an additional scorer's table to the new centerhung  
5 scoreboard package for the Pinnacle Bank Arena, for an amount not to exceed \$80,181.00,  
6 bringing the total costs not to exceed to \$3,442,919.00, pursuant to Bid No. 24-203, is hereby  
7 approved and the Chairperson of the West Haymarket Joint Public Agency Board of  
8 Representatives is hereby authorized to execute said Contract.

Adopted this \_\_\_\_\_ day of April, 2025.

Introduced by:

Approved as to Form & Legality:

\_\_\_\_\_  
West Haymarket Joint Public Agency  
Board of Representatives

\_\_\_\_\_  
Legal Counsel for  
West Haymarket Joint Public Agency

\_\_\_\_\_  
Leirion Gaylor Baird

\_\_\_\_\_  
Tim Clare

\_\_\_\_\_  
Tom Beckius

**West Haymarket Joint Public Agency Signature Page**

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**AMENDMENT ONE TO CONTRACT  
New Centerhung Package for Pinnacle Bank Arena Scoreboard  
Bid No. 24-203  
West Haymarket Joint Public Agency  
Change Order No. 1 and Change in Scope of Work  
Mitsubishi Electric**

**EXECUTION BY THE WEST HAYMARKET JOINT PUBLIC AGENCY**

**West Haymarket Joint Public Agency**

\_\_\_\_\_  
Leirion Gaylor Baird, Mayor  
Chairperson of the West Haymarket Joint Public Agency  
Board of Representatives

Approved Order No. \_\_\_\_\_

dated \_\_\_\_\_

**AMENDMENT ONE TO CONTRACT**  
**New Centerhung Package for Pinnacle Bank Arena Scoreboard**  
**Bid No. 24-203**  
**West Haymarket Joint Public Agency**  
**Change Order No. 1 and Change in Scope of Work**  
**Mitsubishi Electric**

This Amendment is hereby entered into by and between Mitsubishi Electric, 530 Keystone Drive, Warrendle, PA 15086, (Contractor") and West Haymarket Joint Public Agency, hereinafter "West Haymarket Joint Public Agency"), for the purpose of amending the Contract dated December 12, 2024, executed Resolution No. WH01479, for New Centerhung Package for Pinnacle Bank Arena Scoreboard, Bid No. 24-203, which is made a part hereof by this reference.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract stated herein the parties agree as follows:

- 1) The parties hereby amend the Contract to reflect an expenditure increase of \$80,181.00, per Change Order No. 1, Attachment A.
- 2) The parties hereby amend the Contract to reflect change in Scope of Work, per Attachment B.
- 3) The revised contract total with Change Order shall not exceed \$3,442,919.00 without approval by the West Haymarket Joint Public Agency Board.
- 4) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

Vendor Signature Page  
City of Lincoln Signature Page

**Vendor Signature Page**

**AMENDMENT ONE TO CONTRACT**  
**New Centerhung Package for Pinnacle Bank Arena Scoreboard**  
**Bid No. 24-203**  
**West Haymarket Joint Public Agency**  
**Change Order No. 1 and Change in Scope of Work**  
**Mitsubishi Electric**

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**Please sign, date, and return immediately.**  
Return to: Sandy Rocke at [srocke@lincoln.ne.gov](mailto:srocke@lincoln.ne.gov)

<b>Company Name:</b>	Mitsubishi Electric Power Products, Inc.
<b>By: (Please Sign)</b>	
<b>By: (Please Print)</b>	Todd Stih
<b>Title:</b>	General Manager
<b>Company Address:</b>	530Keystone Drive, Warrendale, PA 15086
<b>Company Phone &amp; Fax:</b>	(724) 772-2555
<b>E-Mail Address:</b>	todd.stih@meppi.com
<b>Date:</b>	April 22, 2025
<b>Contact Person for Service or Orders</b>	Matthew Marvill
<b>Contact Phone Number</b>	(724) 742-3494





## ATTACHMENT A

PROJECT NAME	Pinnacle Bank Arena—Additional Tables (3)
QUOTE NAME	Pinnacle Bank Arena—Additional Tables (3)
SALES PROJECT NUMBER	N/A
QUOTE TYPE	BUDGETARY
QUOTE DATE	4.10.2025
ORDER DATE	TBD
DELIVERY DATE	To be determined at time of order
WARRANTY TERM	2 Years Parts and Labor

### PRICE QUOTATION

Pricing based on Mitsubishi Electric Power Products, Inc. (MEPPI) standard Scope of Supply  
Pricing is based on Mitsubishi Electric Power Products, Inc. (MEPPI) standard product specifications  
Pricing based on MEPPI's standard warranty and MEPPI's terms and conditions (Form A)

DISPLAYS	Scorer's Tables
	BASE
PRODUCT	
MODEL No.	DV-IDT-CH-4
PIXEL PITCH	4
LED TYPE	SMD
CONTROLLER TYPE	H15
DISPLAY QTY	3
SIZE	
Feet High	2.52ft
Feet Wide	8.19ft
Total SQF	20.63ft
Meters High	0.77M
Meters Wide	2.50M
Total SQM	1.92M
Resolution High	192
Resolution Wide	624
Service Access	FRONT
Weight (lbs)	097 lbs
Power Requirement (kw)	1.00 kw
PRICING	
Product and Equipment	79,804
Sales Tax	0
Bonds	377
<b>TOTAL PRICE (Not Including Taxes; Including Bonds \$</b>	<b>80,181</b>

#### DISCLAIMER:

There is no intent by either party to be bound here, except as eventually stated in a formal written agreement signed by both parties. Mitsubishi Electric Power Products, Inc. (MEPPI) reserves the right to correct any errors or omissions in the attached proposal. Pricing is subject to change at any time prior to a formal written agreement signed by both parties. The information contained within this proposal is considered by Mitsubishi Electric Power Products, Inc. to be confidential and is not to be disclosed to anyone other than the intended party.

## **AMENDMENT ONE TO CONTRACT**

Change Order No. 1.

Attachment B

Scope of Work

### **DESCRIPTION OF SCOPE CHANGE:**

- Supply and installation of (3 Qty) three new 4mm pixel pitch front service LED Scorer's Table Displays. LED Dimensions; 2.52ft high x 8.19ft wide, 20.63sqft total typical 3.
- Unloading and staging of displays at site.
- Padding for displays.
- Stamped engineering drawings of any provided mounting brackets and structural attachments.
- Labor and equipment to install provided displays.
- Assumes adequate power via twist lock outlet at new location. Owner to supply electrical distribution panel within 100ft of table location if additional power is required.
- Supply and connection of signal cabling between the fiber patch panel and the individual screen cabinets. Assumes existing fiber patch within 100ft of new table location.
- Complete testing and set up. Final commissioning by qualified Mitsubishi Electric Engineer.
- No new OES tie-ins are included at this location.
- Price does not include any additional duties or tariffs after April 21<sup>st</sup>, 2025.
- Substantial Completion of August 20<sup>th</sup>, 2025, based on receipt of fully executed change order by May 2<sup>nd</sup>, 2025.

**DESCRIPTION OF COST CHANGE:** Total for Change Order: \$80,181.00

**RESOLUTION NO.**

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public  
2 Agency:

3 That the attached Contract between the West Haymarket Joint Public Agency and Five  
4 Nines Technology Group, LLC, for the purchase and installation of a new WIFI system and  
5 support services at Pinnacle Bank Arena for an amount not to exceed \$3,721,891.00 is hereby  
6 approved and the Chairperson of the West Haymarket Joint Public Agency Board of  
7 Representatives is hereby authorized to execute said Consultant Agreement.

Adopted this \_\_\_\_ day of April, 2025.

Introduced by:

---

Approved as to Form & Legality:

West Haymarket Joint Public Agency  
Board of Representatives

---

Legal Counsel for  
West Haymarket Joint Public Agency

---

Leirion Gaylor Baird

---

Tim Clare

---

Tom Beckius

## West Haymarket Joint Public Agency Signature Page

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**CONTRACT**  
**Network Infrastructure Refresh for Pinnacle Bank Arena**  
**Installation**  
**RFP No. 25-001**  
**West Haymarket Joint Public Agency**  
**Five Nines Technology Group, LLC**

**EXECUTION BY THE WEST HAYMARKET JOINT PUBLIC AGENCY**

**West Haymarket Joint Public Agency**

---

Leirion Gaylor Baird, Mayor  
Chairperson of the West Haymarket Joint Public Agency  
Board of Representatives

Approved Order No. \_\_\_\_\_

dated \_\_\_\_\_

# **CONTRACT DOCUMENTS**

**West Haymarket Joint Public Agency  
Lincoln, Nebraska**

**Network Infrastructure Refresh for Pinnacle Bank Arena  
Installation  
RFP No. 25-001**

**Five Nines Technology Group, LLC  
5617 Thompson Creek Blvd.  
Lincoln, NE 68516  
402-476-8028**

**West Haymarket Joint Public Agency  
Lincoln, Nebraska  
Contract Agreement**

THIS CONTRACT, made and entered into by and between **Five Nines Technology Group, LLC, 5617 Thompson Creek Blvd., Lincoln, NE 68516**, hereinafter called the Contractor, and West Haymarket Joint Public Agency, Lincoln, Nebraska, hereinafter called JPA.

WHEREAS, JPA has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

**Network Infrastructure Refresh for Pinnacle Bank Arena - Installation, RFP No. 25-001**

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to JPA, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, JPA, in the manner prescribed by law has examined and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and JPA have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute, construct, and complete all Work included in and covered by JPA's award of this Contract to the Contractor, such award being based on the acceptance by JPA of the Contractor's Proposal, or part thereof, as follows:

**Agreement to Contractor's Base/Deliverables Cost Proposal - Attachment 1  
Revised Payment Schedule**

<b><u>Month</u></b>	<b><u>Amount</u></b>
May	\$1,850,000
September	\$1,514,186
October	\$ 357,705
Total-	\$3,721,891

The first payment to be received before FN places order for equipment, which would be May 9, 2025. Extended terms will carry .77% monthly fee (9.25% annually) on \$786K of the Synnex equipment for four periods, which is approx. \$3,547 per month and \$14,186 total. FN will add this to the \$1.5M September payment. If payment is not made in September, the monthly fee could extend to cover the cost to carry.

2. The JPA agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work

covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by JPA:

**The JPA will pay for products/services, according to the Cost Proposal/Contractor's Response, a copy thereof being attached to and made a part of this Contract for a total of \$3,721,891.00.**

3. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-VERIFY: In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise 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 pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
- 5a. TERMINATION FOR CAUSE
  - a) JPA may terminate the Contract if the Contractor:
    1. Refuses or fails to supply enough properly skilled workers or proper materials;
    2. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
    3. Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
    4. Otherwise commits a substantial breach of any provision of the Contract Documents.
  - b) When any of the above reasons exist, JPA without prejudice to any other rights or remedies of JPA may (after giving the Contractor and the Contractor's surety, if any, seven days' written notice) terminate employment of the Contractor. In addition JPA may (subject to any prior rights of the surety):
    1. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
    2. Accept assignment of subcontracts; and
    3. Finish the Work by whatever reasonable method JPA may deem expedient.
  - c) If the Contract is terminated by JPA as provided in this section, Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by JPA.
  - d) If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for JPA staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to JPA.
  - e) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination has been issued for the convenience of JPA.

- f) No termination or action taken by JPA after termination shall prejudice any other rights or remedies of JPA provided by law or by the Contract Documents upon such termination; and JPA may proceed against Contractor to recover all losses suffered by JPA.

5b. TERMINATION BY JPA FOR CONVENIENCE

- a) JPA may at its option, terminate this Contract in whole or in part at any time without cause by written notice thereof to the Contractor.
- b) Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, JPA shall pay Contractor in accordance with this Paragraph. The provisions of the Contract which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination to the extent provided in such provisions.
- c) Upon receipt of any such notice of termination, the Contractor shall, unless the Notice directs otherwise, immediately:
  - 1. Discontinue the Work to the extent specified by JPA;
  - 2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of that portion of the Work, if any, JPA has directed not to be discontinued;
  - 3. Promptly make every reasonable effort to procure cancellation upon satisfactory terms as determined by JPA of all orders and subcontracts not related to that portion of the Work, if any, JPA has directed not to be discontinued;
  - 4. Do only such other activity as may be necessary to preserve and protect work already in progress and to protect materials and plants and equipment on the Project Site or in transit thereto.
- d) Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- e) Upon termination, JPA shall pay the Contractor the full cost of all Work properly done by the Contractor to the date of termination not previously paid for by JPA. If at the date of such termination the Contractor has properly prepared or fabricated off site any goods for subsequent incorporation in the Work, JPA may direct the Contractor to deliver such goods to the Site or to such other place as JPA may reasonably determine, whereupon JPA shall pay to the Contractor the cost for such goods and materials.
- f) Upon such termination, JPA shall pay to Contractor the sum of the following:
  - 1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
  - 2. Previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Work.
  - 3. Any proven losses with respect to materials and equipment directly resulting from such termination.
  - 4. Reasonable demobilization costs.
- g) The above payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by JPA pursuant to this provision; and Contractor will be entitled to no other compensation or damages and expressly waives same.

- 6. **INDEPENDENT CONTRACTOR:** It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of JPA and employees of JPA shall not be deemed to be employees of the Contractor. The Contractor and JPA shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor JPA's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.



7. **FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION:** In accordance with the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. §73-901 to §73-907, a public entity shall require a company that submits a bid, or proposal, or enters into any contract or contract renewal with any public entity, to certify that the company is not a scrutinized company and will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company. As such the Contractor agrees to do one of the following:
- (A) If the Contractor is providing technology related goods or services under the Act, Contractor agrees to complete and sign a [Certification Form](#) as provided by the JPA certifying that the Contractor is not a scrutinized company and attach it to the Agreement; or
  - (B) If the Contractor is not providing technology related goods or services under the Act, Contractor agrees to complete and sign a [Certification Form](#) as provided by the JPA certifying that the Contractor is not providing such services and is not subject to the Act; or
  - (C) If the Contractor is providing technology related goods under the Act, and Contractor is a scrutinized company that qualifies under Neb. Rev. Stat. §73-906(2) as an exception for the provision of manufactured goods only, Contractor agrees to complete and sign a [Certification Form](#) as provided by the JPA certifying that the contractor is a scrutinized company that meets the exception provided under the Act.
8. **PERIOD OF PERFORMANCE:** The Contract shall become effective upon execution by both parties. The Substantial completion date shall be August 18, 2025.
9. The Contract Documents comprise the Contract, and consist of the following:
- 1. Contract Agreement
  - 2. Cost Proposal – Attachment 1
  - 3. Contractor's – Response Documents (Includes Addendums 1, 2, & 3)
  - 4. Drawings/Plans
  - 5. RFP Document (Addendums 2 & 3)
  - 6. Foreign Adversary Contracting Prohibition Act Certification Form
  - 7. Insurance Requirements
  - 8. Certificate of Insurance and Endorsements
  - 9. Sales Tax Exemption Forms 13 & 17

\* If the project includes paving, water, sewer, sidewalk, lighting or traffic signal work, JPA Standard Specifications for Municipal Construction will apply, which are on file in the office of JPA Clerk. Copies may be obtained at the Office of the City Engineer.

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and JPA hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

## Vendor Signature Page

**CONTRACT**  
**Network Infrastructure Refresh for Pinnacle Bank Arena**  
**Installation**  
**RFP No. 25-001**  
**West Haymarket Joint Public Agency**  
**Five Nines Technology Group, LLC**

**EXECUTION BY CONTRACTOR**

**IF A CORPORATION:**

Attest:

\_\_\_\_\_  
Secretary Seal

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
Duly Authorized Official

\_\_\_\_\_  
Legal Title of Official

**IF OTHER TYPE OF ORGANIZATION:**

Five Nines Technology Group  
\_\_\_\_\_  
Name of Organization

LLC  
\_\_\_\_\_  
Type of Organization

5617 Thompson Creek Blvd Lincoln, NE 68516  
\_\_\_\_\_  
Address

By: \_\_\_\_\_  
Member

By: Joel Friesen  
\_\_\_\_\_  
Member

**IF AN INDIVIDUAL:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature



## 25-001 Addendum 3

### Five Nines Technology Group LLC

### Supplier Response

#### Event Information

Number: 25-001 Addendum 3  
Title: Network Infrastructure Refresh for Pinnacle Bank Arena  
Type: Request for Proposal  
Issue Date: 1/22/2025  
Deadline: 2/7/2025 02:00 PM (CT)  
Notes: **NOTE: PRE-BID MEETING IS THURSDAY, JANUARY 30TH AT 10:00 AND NOT TUESDAY, JANUARY 28!**

#### Contact Information

Contact: Sharon Mulder, Asst. Purchasing Agent  
Address: 440 South 8th Street  
Suite 200  
Lincoln, NE 68508  
Phone: (402) 441-7428  
Email: [smulder@lincoln.ne.gov](mailto:smulder@lincoln.ne.gov)

## Five Nines Technology Group LLC Information

Contact: Joel Friesen  
Address: 5617 Thompson Creek Blvd  
Lincoln, NE 68516  
Phone: (402) 476-8028  
Fax: (402) 742-3198  
Email: joel.friesen@gonines.com  
Web Address: www.gonines.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Josh Palmer

*Signature*

*Submitted at 2/7/2025 12:57:17 PM (CT)*

josh.palmer@gonines.com

*Email*

## Supplier Note

Please reach out to Tate Guillotte, tate.guillotte@gonines.com, with any questions or concerns.

## Requested Attachments

### Request for Proposal Response

FN-001-RFP.pdf

Proposers must attach their Proposal in a .pdf format here. Note: Any proprietary information must be labeled in accordance with the instructions outlined in the RFP document and is to be attached as a separate document. Important: Do not place the Attachment 1 - Cost Proposal in this area. The Cost part of the response is to be placed in "Other Attachments" section.

### Foreign Adversary Contracting Prohibition Act Form

Foreign Adversary Contracting  
Prohibition Act Certification FF-S  
Form.pdf

Complete and upload the certification form in the Attachments tab in Ebid.

### ECSE Certification

FN-006-ECSE.pdf

Please include your ECSE Certification with your proposal.

## Response Attachments

### FN-003-FiveNines-MSA.pdf

Managed Services Agreement with pricing for 5 year term.

### FN-004-Commonwealth-SOW.pdf

Summary, products and pricing for cabling and access point install.

### FN-005-Extreme-SOW.pdf

Summary and scope of work for Extreme network consultants.

### FN-007-EM.pdf

Ekahau Measure certification.

### FN-008-Product-Details.pdf

Technical spec sheets for key products in proposal.

### FN-002-Cost-Summary.pdf

Summary, products, and pricing.

## Attachment 1 - Cost Proposal.pdf

Cost Proposal format as requested in the RFP

### Bid Attributes

#### 1 Agreement to Addendum No. 3

*Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Vendor must acknowledge receipt of this addendum in the space provided at time of bid submission.*

*Be advised of the following clarifications and changes to the Specification and bidding documents:*

1. Attached the pre-bid sign-in sheet.

2. We **need 4 more edge switches** that were unaccounted for or mistakenly omitted from the original RFP. One of these is a necessary switch in the interconnect room that will be permanently installed for data connection to all of the event level and main concourse JPT/JBE boxes. One switch will be in the server room to add the connection between PBA network and Huskervision. Another switch will go into section 121 on the main concourse in Press Wedge. We currently do not have any direct access to the network up there and are utilizing unmanaged Netgear switches. We would want to make this a more permanent connection. The other network switch we need will be another spare unit, which will ring out total up to 2 spares.

**The change will be on pages 13 and 14 under IDF Closets and Accessories and Spares.**

**The model number for this edge network switch is Part# 5520-48W.**

All other terms, conditions, and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

☒ Yes

#### 2 Agreement to Addendum No. 2

*Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Vendor must acknowledge receipt of this addendum in the space provided at time of bid submission.*

*Be advised of the following clarifications and changes to the Specification and bidding documents:*

1. Reattached the correct RFP.

All other terms, conditions, and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

☒ Yes

**3 Agreement to Addendum No. 1**

*Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Vendor must acknowledge receipt of this addendum in the space provided at time of bid submission.*

*Be advised of the following clarifications and changes to the Specification and bidding documents:*

**1. Removed the RFP document and cost proposal that was incorrect and attached the correct proposal and cost proposal.**

All other terms, conditions, and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

☒ Yes

**4 RFP**

I acknowledge reading, understanding and agree to the "Request for Proposal" document content and requirements.

☒ Yes

**5 Insurance Requirements and Endorsements**

Contractor agrees to provide required insurance coverage and comply with each provision listed in the **Insurance Requirements** attached in EBid. Submission of the **Certificate of Insurance** and the applicable **endorsements**. **Bidders are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid closing in order to expedite the contract execution process.**

☒ Yes

**6 Draft Sample Contract**

I acknowledge reading and understanding the draft sample contract.

☒ Yes

**7 City = JPA**

I acknowledge that wherever the City of Lincoln is referenced in this bid, it shall mean the West Haymarket Joint Public Agency (JPA).

☒ Yes

**8 Request for Proposal Response**

Proposers must attach their Proposal in a pdf format here. Note: Any proprietary information must be labeled in accordance with the instructions outlined in the RFP document and is to be attached as a separate document. Important: Do not place the Attachment 1 - Cost Proposal in this area. The Cost part of the response is to be placed in "Other Attachments" section below.

**9 Assignment**

Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of the City.

☒ Yes

**10 Deployment of On-Site Support**

I acknowledge that I have read and understand that we have the capability to deploy on-sit same day for critical issues at the request of the Pinnacle Bank Arena.

☒ yes

1  
1

### **Foreign Adversary Contracting Prohibition Act**

I hereby understand and agree to comply with the requirements of the Foreign Adversary Prohibition Act and have completed and uploaded the certification form in the Response Attachments tab in Ebid.

If a Vendor indicates on such certification form that the company is a scrutinized company, the Vendor must meet the exception requirements under the Act and agrees to provide documentation to verify the exception requirements with the bid response.

Vendor further understands and agrees that any scrutinized company that violates the certification may be subject to action by the Nebraska Attorney General, civil penalty, and such violation may void the contract.

☒ Foreign Adversary Contracting Prohibition Act

1  
2

### **U.S. Citizenship Attestation**

**Is your company legally considered an Individual or Sole Proprietor: YES or NO**

As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at:  
<http://www.sos.ne.gov/business/notary/citizenforminfo.html>

All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.

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

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

NO

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3

### **Tax Exempt Certification Forms**

Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and an Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)

☒ Yes



Lincoln-Lancaster County Purchasing Division  
Office: 402-441-7428

440 S 8th St, Ste 200  
Lincoln, NE 68508  
[lincoln.ne.gov/Purchasing](http://lincoln.ne.gov/Purchasing)

---

**From:** Tate Guillotte <[Tate.Guillotte@gonines.com](mailto:Tate.Guillotte@gonines.com)>  
**Sent:** Friday, April 18, 2025 3:34 PM  
**To:** Ted Belinky <[ted.belinky@gonines.com](mailto:ted.belinky@gonines.com)>; Sharon R. Mulder <[SMulder@lincoln.ne.gov](mailto:SMulder@lincoln.ne.gov)>  
**Cc:** Josh Palmer <[josh.palmer@GoNines.com](mailto:josh.palmer@GoNines.com)>  
**Subject:** Re: Proposed Payment Plan

Ted, thank you so much for the work on this response.

[@Sharon R. Mulder](#), We will need the first payment on APRIL 29 and not end of May to meet the timeline of the August for substantial completion and to guarantee the product pricing we secured in the RFP submittal.

Thanks,

## Tate Guillotte

Primary Engineer  
402-403-1965  
[Tate.Guillotte@gonines.com](mailto:Tate.Guillotte@gonines.com)

[Schedule a Meeting](#)

[Refer a Company](#)

[Get Support](#)

5617 Thompson Creek Blvd  
Lincoln, NE 68516  
[fivenines.com](http://fivenines.com)



---

**From:** Ted Belinky <[ted.belinky@gonines.com](mailto:ted.belinky@gonines.com)>  
**Date:** Friday, April 18, 2025 at 3:28 PM  
**To:** Tate Guillotte <[Tate.Guillotte@gonines.com](mailto:Tate.Guillotte@gonines.com)>, Sharon R. Mulder



<[SMulder@lincoln.ne.gov](mailto:SMulder@lincoln.ne.gov)>

**Cc:** Sharon R. Mulder <[SMulder@lincoln.ne.gov](mailto:SMulder@lincoln.ne.gov)>, Josh Palmer  
<[josh.palmer@GoNines.com](mailto:josh.palmer@GoNines.com)>

**Subject:** RE: Proposed Payment Plan

Hi Sharon,

Thanks for sending over the schedule. FN has been working with our partners and suppliers to try to make this work. We have some hurdles to cross before we can make a final, but looks like we can meet the schedule with some modification and additional terms as listed below.

1. Revised payment schedule

Month	Amount
May	1,850,000
September	1,500,000
October	357,705
	3,707,705

The first payment to be received before FN places order for equipment, which would be end of May.

2. Extended terms will carry .77% monthly fee (9.25% annually) on \$786K of the Synnex equipment for four periods, which is approx. \$3,547 per month and \$14,186 total. FN will add this to the \$1.5M September payment. If payment is not made in September, the monthly fee could extend to cover the cost to carry.

3. Under the Prompt Payment Act invoices are subject to 1% per month for unpaid balances.

As mentioned above, we are working toward this solution and want to socialize this with you.

Please reach out with any questions.

Thank you again. Have a great weekend.

Regards,  
Ted

**COST PROPOSAL**

**Pinnacle Bank Arena  
Network Infrastructure Refresh  
Request for Proposal Number 25-001**

Deliverable Cost Breakdown: Please indicate total fixed price for each Deliverable category. If desired, the bidder may breakdown each category in more detail. The deliverables will be paid as fixed payments upon completion and acceptance of tasks contained in the deliverable. All costs necessary to satisfy the requirements of this RPF, including labor as well as non-labor associated costs, must be included in the pricing listed on this form.

<b>Base / Deliverables</b>	<b>Cost</b>
Supplying of items for Network Refresh, Installation of Supplies Lease Agreement (Listed in RFP pages 11 – 15)	\$ 3,707,705.06
Please provide the manufacturer of line items (pages 11-15) proposing above: Extreme Networks, Palo Alto, Cisco, Dell, APC, COMMSCOPE	
Maintenance & Operations Annual Fees	\$ 0
<b>TOTAL COST of DELIVERABLES</b> (add two lines together)	\$ 3,707,705.06



Ryan,

On behalf of the Five Nines team, we are thrilled to respond to Pinnacle Bank Arena's RFP for Network Infrastructure Refresh. Over the years, we have had many partners who make a difference in their local communities, and we could not be more excited to have the opportunity to work with an organization like Pinnacle Bank Arena.

Our pursuit of every partner's mission achieved, and our promise to be a part of the solution in every situation, is what has allowed us to stand apart in the market today. In an industry where response times and forward-thinking solutions are a must, we are big enough to deliver and small enough to care.

We look forward to showing the Pinnacle Bank Arena team why Five Nines is the strategic solution to address your current and future IT challenges. IT services is all we do, and we will enable you to focus on your mission to make a difference in people's lives through excellent patient care.

With Five Nines as your partner, we will:

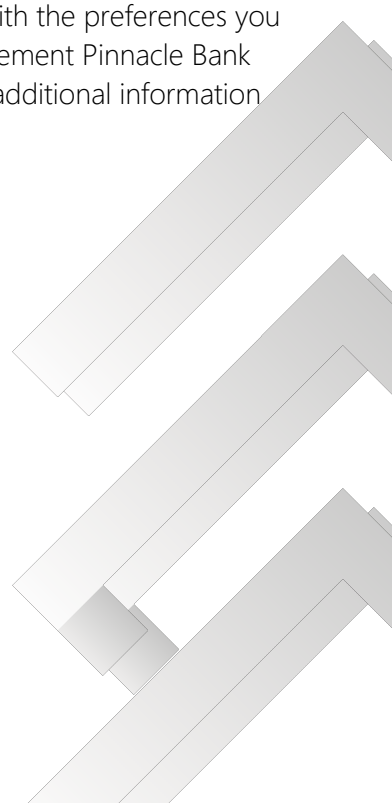
- Implement complete high-density WLAN solution including core switches, edge switches, wireless controllers, wireless access points, and licensing for centralized management software that includes network access control (NAC) and application analytics.
- Collaborate to provide professional and timely resolutions to your IT needs.
- Save your team time and allow you to focus on strategic initiatives that help move Pinnacle Bank Arena forward.

Included in this RFP you will find responses that meet and exceed your requirements, along with the preferences you listed within the document. Our team would welcome and appreciate the opportunity to implement Pinnacle Bank Arena's network refresh and tailor a solution that best fits your organization. If you need any additional information for your process and/or further inform your decision, please let us know.

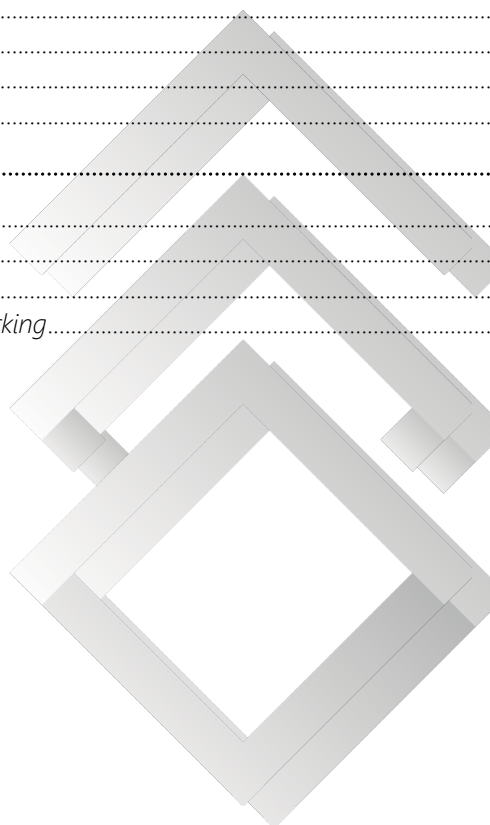
We are grateful for this opportunity with Pinnacle Bank Arena.

Thank you.

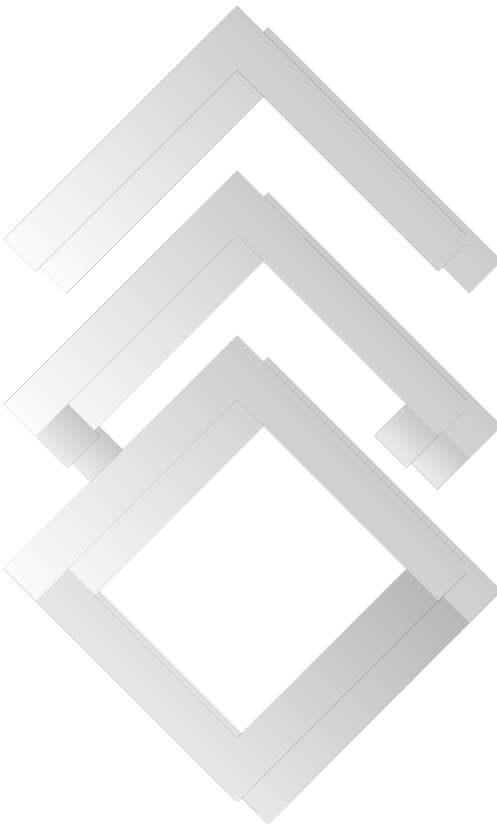
Brad O'Dell  
President, Five Nines Nebraska  
402-817-3122  
[Brad.odell@fivenines.com](mailto:Brad.odell@fivenines.com)



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SECTION 0



## Deviations and Modifications

Below you will find our response to your request for proposal. These are the noted deviations from your request:

- 25-001 RFP Document (002) – Page 14
  - *Under Section III. Subsection B .– Requested Equipment.*
  - *SUBSTITUE Palo Alto 3440 firewall for Cisco 3110 ASA.*
- 25-001 RFP Document (002) – Page 14
  - *Under Section III. Subsection B .– Requested Equipment.*
  - *SUBSTITUE Palo Alto 440 firewall for Cisco 1010 ASA.*
- 25-001 RFP Document (002) – Page 20
  - *Under Section IV. Subsection B . Item 5.– Cost Proposal.*
  - *ADD the language = **Cost Adjustments Due to Tariff Changes***
    - *In the event of any changes in applicable tariffs, import duties, or taxes affecting the costs of products or services provided under this agreement, the vendor shall notify the organization in writing within [specified number of days] of such changes. The vendor may propose an adjustment to the prices in order to reflect the increased costs incurred as a result of such tariff changes. However, the following conditions shall apply:*
      - **Notification Requirement:** *The vendor must provide supporting documentation, including but not limited to updated tariff schedules, import duty rates, or tax changes, to substantiate the proposed cost adjustments.*
      - **Negotiation and Dispute Resolution:** *In the event that an agreement cannot be reached regarding the adjustment, both parties agree to enter into good-faith negotiations to find a reasonable and equitable solution. If an agreement cannot be reached, both parties retain the right to terminate the contract in accordance with the termination provisions set forth in this agreement.*
- 25-001 RFP Document (002) – Page 23
  - *Under Section VI. Subsection E. Item 1. – Termination for convenience.*
  - *ADD the language = with the exception of hardware lease and licensing agreements.*
- 25-001 RFP Document (002) – Page 23
  - *Under Section VI. Subsection E. Item 2. – Termination for cause.*
  - *ADD the language = with the exception of hardware lease and licensing agreements.*
- 25-001 RFP Document (002) – Page 24
  - *Under Section VI. Subsection E. Item 1. Subitem C. – Termination for convenience.*
  - *CHANGE the language = thirty (30) days.*
- 25-001 RFP Document (002) – Page 24
  - *Under Section VI. Subsection I. Assignment, Sale, or Merger*
  - *ADD the language = Contractor may assign equipment lease without written consent or approval from Pinnacle Bank Arena.*

## Important Attachments

Below are a list of attachments that are being included with the submission and a brief summary of what they contain:

- FN-001-RFP.pdf
  - This document; the formal response to the request for proposal.
- FN-002-Cost-Summary.pdf
  - Summary, products, and pricing.
- FN-003-FiveNines-MSA.pdf
  - Managed Services Agreement with pricing for 5 year term.
- FN-004-Commonwealth-SOW.pdf
  - Summary, products and pricing for cabling and access point install.
- FN-005-Extreme-SOW.pdf
  - Summary and scope of work for Extreme network consultants.
- FN-006-ECSE.pdf
  - Ekahau ECSE certification.
- FN-007-EM.pdf
  - Ekahau Measure certification.
- FN-008-Product-Details.pdf
  - Technical spec sheets for key products in proposal.

## Scope of Work

Pinnacle Bank Arena is seeking an IT managed service provider to implement and support the network and infrastructure systems, including, but not limited to, the following:

- Network management of firewalls, switches, and wireless networks across all locations
- Escalation and management support for VMWare VCenter environments
- Escalation support and oversight for Hybrid AzureAD/MS365 Management
- SIEM/SOC Services
- Backup and DR services for on prem and offsite backups
- Remote management and patch management of servers and workstations

The items above are all included within Five Nines' comprehensive partnerships outside of any items that may require additional project scoping, software, or labor to be completed. A more detailed explanation can be found below.

## Management and Ongoing Maintenance

Our service, account management, and procurement teams all work closely together to ensure that products, services, licensing, and renewals are all taken care of and planned for throughout the partnership. This includes the management and ongoing maintenance of devices, domain registrars, backups, etc.

## Technical Assistance

To ensure expedient technical assistance, we provide our partners with 24/7/365 support via phone, email, chat, and remote access, and resolve any issues or requests within the agreed response times and escalation procedures. If an onsite resource is necessary or provides timely resolution, we will work with our service team members to get an engineering resource onsite for further assistance.

## Cybersecurity

Our approach to cybersecurity consists of many layers to help prevent and mitigate an event if one were to occur. This includes having the necessary tools, processes, and protocols in place to act on if an event were to take place. Five Nines offers a complete set of solutions to round out the NIST Cybersecurity Framework (CSF) 2.0 with many of those included in every partnership.

## Network Monitoring

Five Nines sets up notifications to multiple engineering teams to alert if something were to go offline or if an unauthorized user is trying to gain access to the network. Our NOC team monitors our tools, which provide a high level of network monitoring that allows us to react quickly to any unexpected outages or events.



### **Backups and DR**

Our backup solution creates a local archive and replicates a copy into an offsite and immutable (cannot be changed or deleted) storage location. This helps ensure that even if a threat actor were to locate the local secure backup repository and sabotage it, the offsite copy is intact and can be used to restore any systems or data as necessary. The solution also backs up M365 and Google Workspace data into a separate storage location in case either of those cloud services were to experience data loss.

### **SIEM/SOC Services**

Five Nines provides a 24/7 monitored service staffed by security analysts as part of our Managed Detection and Response (MDR) service. This solution monitors all workstations and servers for any anomalies that might be indicators of security compromise, and the analysts can quarantine the endpoint immediately on any critical findings. As part of this service, select endpoint security logs and logs from other configured standard SYSLOG sources will be ingested into a SIEM for automated and manual analysis, and retained for 1 year for forensic and compliance purposes.

### **Remote Management**

Five Nines utilizes one of the leading Remote Management and Monitoring (RMM) suites to fully manage all servers and workstations. It provides status and inventory information, runs automation tasks on our behalf, and performs patching. The suite is also how Five Nines remotely accesses computers to do hands-on management.

### **Product and Service Recommendations**

Each quarter the Pinnacle Bank Arena team will have a set time to meet with their Five Nines IT Team. This includes their Primary Engineer, Account Manager, and Placement Engineer if applicable. During these meetings, Pinnacle Bank Arena will have the opportunity to discuss its specific growth objectives. Five Nines will create a plan of action on how to achieve these goals. If there is a technical requirement behind implementation, that will be planned out and explained. Five Nines will also continue to look forward and match modern technologies that we feel would benefit Pinnacle Bank Arena. These meetings are a continuation of discussion, planning, and implementation. We work closely with your team to develop and execute strategic technology plans that align with your growth objectives. This includes identifying opportunities for optimization and innovation.

### **Quarterly Business Review**

During these reviews we discuss service performance, strategic planning, technology roadmaps, and review the long-term budget. We understand each client has unique needs, so our business reviews are customized to focus on the areas that are most important to the client. Additionally, we offer frequent IT meetings if needed for ticket review, support updates, and project updates. We aim to foster a collaborative partnership with our clients, ensuring that our managed services deliver maximum value.

## Service Overview

Five Nines has taken a very intentional approach throughout our 22 years in the industry to develop a model to ensure that our service offering isn't leaving any gaps within your IT needs.

### *PARTNERSHIPS INCLUDE*

- 24x7x365 Monitoring
- FN Anti-Virus
- FN Anti-Spam
- Endpoint Detection and Response
- M365 Managed Detection and Response
- FN Backups (including O365)
- Email Encryption
- Patch Management
- Simulated Phishing Attempts
- Security Awareness Training
- Technology Infrastructure Management
- Technology Strategic Planning
- Full IT Documentation
- Tier 3 Escalation Response
- Procurement Management
- Vendor Management
- Quarterly Business Reviews
- Dedicated Account Manager
- Dedicated Primary Engineer
- Unlimited Support

We offer a comprehensive managed IT service agreement (MSA) at a fixed monthly fee that covers the following:

**Support:** We will provide you with 24/7/365 support via phone, email, chat, and remote access, and resolve any issues or requests within the agreed response times and escalation procedures.

**Tools:** We will implement a stack of vetted software solutions to secure your environment such as email filtering, endpoint protection, endpoint detection and response, security awareness training software, as well as remote management and monitoring.

**Backups:** We will implement and maintain backups of all your critical systems including Office 365.

**Performance:** We will monitor and optimize the performance of your IT systems and services and ensure that they meet or exceed the industry standards and best practices.

**Procurement:** We will manage all IT purchasing for your organization to reduce the burden on your internal team, including renewals.

**Vendor Management:** We will work with your vendors on projects, issues with line of business software, and other items as they come up so that we can work together toward resolution and keep the IT systems functional.

**Strategy:** We will conduct regular business reviews and develop a comprehensive strategy to keep your hardware and software modernized. We can also provide a technical perspective on upcoming trends within your industry upon request.

## Company Overview

Five Nines is a leading national provider of IT Services. Our managed service agreements are based on a per-user model, which includes the primary tools to secure your environment, thorough backups of your data, and unlimited 24/7 support with a dedicated team. Effective IT Services should enable you to focus on your mission to make a difference in people's lives through excellent patient care.

Five Nines has been in business for 22 years, and we have grown significantly over that time from an operation that started with a few engineers to a current team of over 135 technical engineers and just over 200 total employees. Our current annual revenue is over \$30M and has been accumulated almost entirely through organic growth within the market. Within our industry, where less than 5% of MSP's produce more than \$1M in annual revenue, our growth has been unique.

We support over 15,000 users nationwide across our clients, hold over 100 professional certifications across the team, and our escalation engineers have over 200+ years of combined experience. The strength of any MSP is measured by the strength of their escalation team. Additionally, our escalation department maintains over 5 years of tenure among those engineers.

As a company, we have been recognized for over 5 years on the MSP501 List, 8 years on the INC 5000 list, and we are MSP Verify Certified. The IT Managed Services industry is a relatively young industry that is currently unregulated, however we pre-emptively have subjected ourselves to the rigorous SOC2 Compliance framework to give our clients the peace of mind that we have adequate security controls, policies, and procedures in place to keep their business safe.

## Mission and Values



### Pursuit

Every Partner's Mission Achieved

### Promise

To be a part of the solution in every situation

### Plan

Great on purpose, not by chance

## Our Value

**Size:** Big enough to deliver and small enough to care

**Passion:** Tech-operations is ALL we do

**Roots:** Local, Independent, Accountable



## Cultural Core Values

- 1. Be an “A” player** – Treat everything you touch as a personal statement bearing your signature. Take pride in the quality of what you do and insist on excellence.
- 2. Trust each other** – People are good, fair, honest, and genuinely want to do the right thing. Always start from a place of trust when considering why someone does something or when addressing conflict.
- 3. Act from integrity** – We are upfront and honest in all of our interactions. Our clients depend on our integrity and trust us to do what’s best for their business.
- 4. Know your clients** – We learn as much as we can about our clients. Knowing the people and their business puts us in the position to contribute to their success. These relationships and the resulting knowledge are key reasons clients choose to stay with us.
- 5. Have fun** – We spend a large amount of time with our work family; we are intentional about building relationships with those around us and finding ways to enjoy our workplace.
- 6. We care** – We are intentional about helping those in need, be it our family, peers, clients, or our community. We are always on the lookout for these impactful opportunities.
- 7. Unplug** – We believe in a healthy work / life balance. Putting in long hours, while occasionally necessary, is not a badge of honor. Deliver excellence while working, then get out and enjoy life.

## Customer Service Excellence

- 8. Treat every situation as an opportunity for goodwill** – Take total ownership of our role in every situation by staying committed and attentive to the issue until you are absolutely sure it is resolved.
- 9. Always offer a solution** – Clients engage us to solve IT problems; not to experience reoccurring issues. We should always be looking for and offering a solution. When presenting ideas, be sure to stress the recommended solution.
- 10. Communicate clearly and frequently** – Communicate so that others will understand. Frequent and clear communication relieves stress and grows relationships.
- 11. Pick up the phone and call** – Service generally begins and ends with a phone call. Go the extra mile and understand many times that means picking up the phone and calling.
- 12. Follow Up on everything** – Utilize the proper systems to ensure that you never put yourself in a position to drop the ball. Proper follow up and execution are key reasons clients love Five Nines.
- 13. Have a healthy paranoia** – Have a healthy paranoia about what you are doing: have a plan, identify ways to roll-back changes (snapshots, backups, saved configurations), and test your work.
- 14. Work as a team** – We owe our clients our best effort. Getting the right people involved and collaborating gives our clients the excellence they deserve and provides growth and earning opportunities for everyone.

## References

Below are five professional references that are distinguished members of the Nebraska community and can speak to their experiences with Five Nines over many years of partnership.

### *Lincoln Surgical Hospital*

Jared Anderson, Director of Information Systems

[janderson@lincolnsurgery.com](mailto:janderson@lincolnsurgery.com)

### *Cornhusker Bank*

Crystal Wichita, Chief Operating Officer

[crystal.wichita@cornhusker.bank](mailto:crystal.wichita@cornhusker.bank)

### *AKRS*

Aaron Campbell, Chief Financial Officer

[acampbell@akrs.com](mailto:acampbell@akrs.com)

### *Thrasher*

Aaron Ott, Director of IT

[aaron.ott@gothrasher.com](mailto:aaron.ott@gothrasher.com)

### *YMCA of Lincoln*

Renee Yost, Chief Executive Officer

[ryost@ymcalincoln.org](mailto:ryost@ymcalincoln.org)



## Experience and Expertise

Five Nines has been providing our IT managed services for over 22 years. During this time, we've successfully completed over 3,600 projects, implemented solutions for a variety of industries, and continuously improved our service delivery meeting the needs of our clients.

Our partnerships range across many different industries and verticals with organizations consisting of a hand full of staff members to organizations with over 1900 employees on staff.

Over the last 22 years, Five Nines has developed strong partnerships with many different organizations and worked diligently to help them pursue their missions. Below are a few examples of those existing partnerships.

- |                                     |  |
|-------------------------------------|--|
| 1. <i>Lincoln Surgical Hospital</i> | 6. <i>AKRS</i>                             |
| 2. <i>Lincoln Children's Zoo</i>    | 7. <i>Thrasher</i>                         |
| 3. <i>Advanced Medical Imaging</i>  | 8. <i>Arbor Day</i>                        |
| 4. <i>Cornhusker Bank</i>           | 9. <i>Madonna Rehabilitation Hospitals</i> |
| 5. <i>Cancer Partners</i>           | 10. <i>YMCA of Lincoln</i>                 |

Currently our team has 138 technical engineers and just over 200 total employees in total. This includes over 44 support desk staff, 53 field/placement engineers, 28 primary/tier III engineers, 12 project engineers, and 7 account managers.

We support over 15,000 users nationwide across our clients and hold over 100 professional certifications across the team. Five Nines strongly believes in continued education for all our employees, our team alone holds certifications from JAMF, VMware, ShoreTel/Mitel, Scrum, Palo Alto, Nutanix, Microsoft, Google, Ekahau, DUO, DMARC, Cylance, CompTIA, Citrix, Azure, Aruba, Dell, Cisco, FortiGate, and many more.

Our escalation engineers have over 200+ years of combined experience. The strength of any MSP is measured by the strength and experience of their escalation team. Additionally, our escalation department maintains over 5 years of average tenure among those engineers.

Average employee tenure is currently three and a half years. Our support desk team has an average tenure of just over 1 year, where our Field engineers have an average of over two years. Our Primary and escalation team has over 6 years average tenure, which is above industry standard. We believe this is due to our emphasis on continuous learning and development, internal promotion, and a collaborative work culture. These elements help us retain talented individuals and maintain a stable, experienced workforce.

## **Support Team**

Pinnacle Bank Arena will have access to a robust team of support staff made up of many different roles and responsibilities. While you will be assigned a primary engineering team to be familiar with the account and become a familiar face, many distinct roles with applicable experience and expertise will be involved throughout the partnership.

These teams consist of field engineers, primary engineers, tier 3 escalation engineers, and an account manager dedicated to each account. That primary engineering team has access to all other engineers and expertise within other Five Nines teams to collaborate with and benefit from the collective knowledge. Engineers assigned to the account will be familiar with the healthcare space and will have experience with many platforms and software leveraged within the hospital today.

## **Application Support**

Our support teams service over 1000 different lines of business applications daily. While we are not subject matter experts within every application, we do work directly with software support to resolve any issues that may arise in the day to day or setup and configuration. Due to the size of our engineering team, we can leverage existing knowledge/experience within the team to support many different systems.

## **Pricing**

Our managed service agreements are priced per user per month. This includes full-time and part-time users, with part-time users typically being assessed at a reduced rate. Based on the needs of the individual business, there are many different service tiers and add-ons available, which are detailed in Appendix A below.

Our Agreements are always designed to include the necessary technology tools to secure your environment, backups of your data, and unlimited 24/7 support with a dedicated support team.

## **Additional Security Practices**

Despite the level of administrative privilege that MSP's have within your IT environment, Managed Services is an unregulated industry. Because of our specialization in the healthcare, financial, and non-profit industries, we pre-emptively put our organization through attestation with respect to the rigorous System and Organization Controls 2 (SOC2) cybersecurity compliance framework to give our partners the peace of mind that we have adequate security controls, policies, and procedures in place to keep their businesses safe.

In other words, we practice what we preach.

**SECTION 1**





## Project Management and Detailed Experiences

As part of any project engagement with Five Nines, a dedicated project manager is provided. This project manager oversees the project from the moment it is approved by the partner until the mutually agreed upon end of the project. Our process involves a kickoff call with the partner to set clear expectations on due dates as well as plan out task and provide a timeline for each task's completion. After this kickoff, the project manager will create a project update meeting cadence with the partner and provide updates on progress and create action plans for any issues that arise.

Five Nines has an intimate knowledge of Pinnacle Bank Arena that dates to the original design and construction. We have completed 14 projects successfully with Pinnacle Bank Arena during our 14-year partnership. Those projects were completed to the satisfaction of Pinnacle Bank Arena without negative impact on operations.

Five Nines was responsible for the selection, installation, and maintenance of the networking hardware that is currently in use at Pinnacle Bank Arena. Our recommendation and ongoing maintenance allowed the system currently in place to function long past the published life span of equipment, proving both our ability to recommend quality systems and our expertise in configuration and support of those systems.

The server system currently in use at Pinnacle Bank Arena was also selected, installed, and maintained by Five Nines. As part of the life cycle of the server systems, we provided a server upgrade project to Pinnacle Bank Arena in 2019 to migrate from end-of-life hardware to the server system currently running in the arena today. This project was scheduled to occur over a six-month window and finished ahead of schedule for the arena. The project was also completed with no downtime for the staff.

In both examples, Five Nines has demonstrated the ability to execute at the highest levels of performance and within the timelines set by Pinnacle Bank Arena.

## Subcontractors

The following sub-contractors will be utilized by Five Nines for the delivery of the network infrastructure refresh:

Extreme Networks (25% of overall project)

- Primary Contact name: Paul Litwin
- email: [plitwin@extremenetworks.com](mailto:plitwin@extremenetworks.com)
- Primary Scope of Work: Provide Network Consultants both remotely and onsite to configure all Extreme products (100% of this task)

Commonwealth Electric Company of the Midwest (40% of overall project)

- Primary Contact name: Matt Briggs
- email: [mbriggs@commonwealthelectric.com](mailto:mbriggs@commonwealthelectric.com)
- Primary Scope of Work: Install all WAPs and associated cabling and removal of all existing WAPs and associated cabling. (100% of this task)

**SECTION 2**



## Technical Proposal

Five Nines is proud to partner with Pinnacle Bank Arena (PBA) on a comprehensive infrastructure refresh project designed to modernize and enhance the arena's IT environment. This initiative encompasses critical upgrades across PBA's servers, storage area network (SAN), network infrastructure, security systems, and project management to ensure robust, secure, and high-performing operations.

### Business Need

PBA's current server and network infrastructure are past or approaching the end of their lifecycle. Aging infrastructure introduces risks such as hardware failures, lack of technical support, security vulnerabilities, and compatibility issues. This project addresses these risks by replacing outdated equipment with modern, efficient solutions, enhancing performance, security, and operational continuity.

### Project Scope

The project integrates efforts from Five Nines, Extreme Networks, and Commonwealth Electric

#### -Server and SAN Replacements

Upgrading vCenter to version 8, migrating virtual machines, configuring new ESXi hosts, and deploying a new SAN. This ensures improved performance, reliability, and future-proofing of PBA's compute and storage infrastructure.

#### -Network Replacements

Extreme Networks will lead implementation of new network switches and access points, while Commonwealth Electric will handle all wiring needs and AP installations. Five Nines will manage project execution, provide edge and back-office firewall upgrades, deploy high-availability ISP configurations, and assist with hardware installation.

#### -Security Enhancements

Implementation of Cloudflare's Zero Trust Network Access (ZTNA) solution enhances security by eliminating traditional VPN risks, ensuring secure, authenticated access to critical applications. Additionally, Huntress SIEM will be configured to strengthen threat detection and response capabilities.

#### -UPS and Power Management

Deployment of new UPS systems and PDUs across all telecommunications rooms to ensure continuous power supply and system reliability.

### Key Benefits

Enhanced system performance and reliability. Reduced security risks with modern firewalls and ZTNA. Improved network speed and connectivity. Streamlined IT operations with updated hardware and software. Minimized downtime with strategic project planning. Through this infrastructure refresh, Five Nines is committed to delivering a secure, scalable, and resilient IT environment for Pinnacle Bank Arena, supporting its mission to provide exceptional experiences for all events and operations.

## Products

Qty	Manufacturer Part #	Long Description
2	PE_R660_Custom	Dell PowerEdge R660 Rack Server - (2) Intel Gold 5415+ 2.9GHz 8C Processor - 256GB RAM - (2) 480GB SSD - (6) 10/25GbE SFP28 NICs - iDRAC9 Enterprise - ReadyRails - 1100W Dual Power Supply - 5 Year ProSupport with NBD Onsite Service
1	Dell Unity XT 480_Custom	Dell Unity XT 480 Hybrid SAN - 26TB Usable Capacity (6) 1.6TB SAS SSD 2.5" + (15) 1.8TB 10K SAS HDD 2.5" - 2U Chassis - Static Rails - 2x 4-Port 25Gb Optical NICs - 5 Year ProSupport with NBD Onsite Service
2	PAN-PA-3430-SEC-5YR	Palo Alto Networks PA-3430 with 5 Year Core Security & Support
1	PAN-PA-440-SEC-5YR	Palo Alto Networks PA-440 with 5 Year Core Security & Support
2	C9300X-12Y-E-5YR	Cisco Catalyst 9300X Fiber Channel Switch - 12x25gb Ports with 5 Year SmartNet
2	CAB-SPWR-150CM	Cisco Standard Power Cord - For Network Switch - 5ft
2	STACK-T1-1M	Stacking Cable Spare - 3.28 ft Network Cable for Network Device
2	C9300X-NM-8Y	Cisco Catalyst 9300 8 x 10G/25G Network Module SFP+/SFP28
2	SFP-10G-LR-S=	Cisco SFP-10G-LR-S SFP+ Transceiver Module - 10 GigE - LC/PC single-mode
12	SFP-H25G-CU3M=	Cisco SFP28 Network Cable - 9.84 ft SFP28
6	SFP-H10GB-CU1-5M=	Cisco SFP+ Copper Twinax Direct Attach Cable - 5 ft
2	B08B3LZNRP	OS2 LC to LC Fiber Patch Cable - Single Mode Duplex - 10ft
1	Cables	Project Network Cables
20	SMT3000RM2UC	APC Smart-UPS 3000VA 2U Rack UPS with SmartConnect / 2700W / 6x NEMA 5-15R, 2x NEMA 5-20R
20	AP9640	APC UPS Network Management Card 3 - 2 Year Warranty
20	AP9567	APC Basic Rack 1.8kVA PDU - 14 x NEMA 5-15R - 1.8kVA - Zero U Rack-mountable
20	AR7711	APC Mounting Bracket
20	AP9625	APC 2-Post Mounting Kit
47	ZTE-USER	Cloudflare Enterprise - Zero Trust per user
64	VCF-VSP-STD-8-3YR	VMware vSphere Standard 8 - 3 Year License
1	XIQ-PIL-S-C-EW	ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for 1 Device - 5 Year
2	XIQ-PIL-S-C-EW	ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for 1 Device - 5 Year
639	XIQ-PIL-S-C-EW	ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for 1 Device - 5 Year
54	XIQ-PIL-S-C-EW	ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for 1 Device - 5 Year

Qty	Manufacturer Part #	Long Description
2	XIQ-PIL-S-C-EW	ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for 1 Device - 5 Year
1	XIQ-PIL-S-C-EW	ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for 1 Device - 5 Year
2	XIQ-NAC-S-1K-EW	ExtremeNAC SW Subscription for 1, 000 End-systems - 5 Year
5	XBI-S-1K-EW	ExtremeCloud Business Insights SaaS Subscription and ExtremeWorks Support 1K End-Systems - 5 Year
1	XBI-S-10K-EW	ExtremeCloud Business Insight SaaS Subscription and ExtremeWorks Support, 10K EndSystems - 5 Year
2	E3125	ExtremeCloud IQ Controller E3125 - Expandable to 5000 APs/Defenders and 1000 Switches
2	PSI-1300W-APL	Redundant Power Supply for Appliances - 1300W for Appliances E3120/E2122/4120C
4	10138	Extreme Networks - Power Cord - NEMA13 to NEMA 5-15P C13ST
2	XIQ-CACT-HW	ExtremeCloud IQ Controller Activation License for Hardware Appliances
4	100G-DACP-QSFP3M	Extreme Networks - 100G Passive DAC - QSFP28 - 3M
4	10338	Extreme Networks 10 Gb, 10GBASE T, IEEE 802.3 RJ45 Copper Module
1	E3120-1	ExtremeCloud IQ Controller E3120-1
2	10138	Extreme Networks - Power Cord - NEMA13 to NEMA 5-15P C13ST
2	PSI-1300W-APL	Redundant Power Supply for Appliances - 1300W for Appliances E3120/E2122/4120C
1	XIQ-CACT-HW	ExtremeCloud IQ Controller Activation License for Hardware Appliances
2	10338	Extreme Networks 10 Gb, 10GBASE T, IEEE 802.3 RJ45 Copper Module
2	7520-48Y-8C-AC-F	Extreme 7520-48Y - 48 x 10/25Gbps SFP28 Ports
2	7520-48XT-6C-AC-F	Extreme 7520-48XT Switch - 48x10/1G Copper Ports - 6x100/40G Fiber Ports
8	10061	Extreme Networks - Power Cord - 10A,NEMA - 5-15P,IEC320-C13,125V, 18AWG
4	7000-PRMR-LIC-P	Extreme 7000 Premier Feature License
4	XN-2P-RKMT299	Extreme Networks - Network Device Mounting Kit - Rack Mountable
6	10302	Extreme Networks - SFP+ Transceiver Module - 10 GigE - 10GBase-LR - LC Single-Mode
6	10305	Extreme Networks - Ethernet 10GBase-CR Cable - SFP+ (M) to SFP+ (M) - 10 ft
4	100G-DACP-QSFPZ5M	Extreme Networks - 100GBase DAC Cable - QSFP28 to QSFP28 - 0.5M
4	100G-DACP-QSFP1M	Extreme Networks - 100G Passive - DAC QSFP28 - 1M

Qty	Manufacturer Part #	Long Description
4	100G-DACP-QSFP3M	Extreme Networks - 100G Passive DAC - QSFP28 - 3M
26	25G-LR-SFP10KM	Extreme Networks - SFP28 Transceiver Module - 25 Gigabit LAN - 25GBase-LR - LC Single-Mode
46	5520-48W	Extreme Networks 5520 - 48 x 10/100/1000BASE-T Switch
92	XN-ACPWR-1100W-FB	Extreme Networks - 1110W SC PoE Power Supply Module
92	10099	Extreme Networks - Power Cord - 15A, USA, NEMA 5-15, IEC320-C15
34	5520-VIM-4YE	Extreme Networks Versatile Interface Module VIM-4XE - Expansion Module - 10Gb Ethernet/25Gb Ethernet
46	XN-2P-RKMT299	Extreme Networks - Network Device Mounting Kit - Rack Mountable
42	25G-LR-SFP10KM	Extreme Networks - SFP28 Transceiver Module - 25 Gigabit LAN - 25GBase-LR - LC Single-Mode
26	100G-DACP-QSFPZ5M	Extreme Networks - 100GBase DAC Cable - QSFP28 to QSFP28 - 0.5M
12	100G-DACP-QSFPZ1M	Extreme Networks - 100GBase DAC Cable - QSFP28 to QSFP28 - 1M
186	AP5050U-WW	Extreme Networks - Outdoor Tri Radio WiFi 6E AP
186	EIO-04	Underseat Mounting Solution for AP5050U/AP560i
66	AP5050U-WW	Extreme Networks - Outdoor Tri Radio WiFi 6E AP
66	EIO-04	Underseat Mounting Solution for AP5050U/AP560i
111	AP5050U-WW	Extreme Networks - Outdoor Tri Radio WiFi 6E AP
111	EIO-04	Underseat Mounting Solution for AP5050U/AP560i
12	AP5050D-WW	Extreme Networks AP505D Outdoor Wireless Access Point
12	MBO-ART03	Extreme Networks - Mount Bracket Kit for AP5050D, AP5050U
12	EIO-03-SP	Extreme Networks Service Panel for AP560i/AP560h
8	AP5050D-WW	Extreme Networks AP505D Outdoor Wireless Access Point
8	MBO-ART03	Extreme Networks - Mount Bracket Kit for AP5050D, AP5050U
8	EIO-03-SP	Extreme Networks Service Panel for AP560i/AP560h
47	AP5020-WW	Extreme Networks AP5020 Indoor Wireless Access Point
47	ACC-BKT-AX-JB	Extreme Networks Junction Box Mounting for Indoor Access Points
2	AP5050U-WW	Extreme Networks - Outdoor Tri Radio WiFi 6E AP
2	KT-147407-02	Extreme Networks Outdoor Mounting Hardware Kit for Outdoor APs
2	EIO-04	Underseat Mounting Solution for AP5050U/AP560i
33	AP5020-WW	Extreme Networks AP5020 Indoor Wireless Access Point
33	ACC-BKT-AX-JB	Extreme Networks Junction Box Mounting for Indoor Access Points
88	AP5020-WW	Extreme Networks AP5020 Indoor Wireless Access Point
88	ACC-BKT-AX-JB	Extreme Networks Junction Box Mounting for Indoor Access Points
5	AP5020-WW	Extreme Networks AP5020 Indoor Wireless Access Point
5	ACC-BKT-AX-JB	Extreme Networks Junction Box Mounting for Indoor Access Points
5	AP5050U-WW	Extreme Networks - Outdoor Tri Radio WiFi 6E AP

Qty	Manufacturer Part #	Long Description
5	KT-147407-02	Extreme Networks Outdoor Mounting Hardware Kit for Outdoor APs
5	EIO-04	Underseat Mounting Solution for AP5050U/AP560i
31	AP5020-WW	Extreme Networks AP5020 Indoor Wireless Access Point
31	ACC-BKT-AX-JB	Extreme Networks Junction Box Mounting for Indoor Access Points
3	AP5050U-WW	Extreme Networks - Outdoor Tri Radio WiFi 6E AP
3	KT-147407-02	Extreme Networks Outdoor Mounting Hardware Kit for Outdoor APs
3	EIO-03-SP	Extreme Networks Service Panel for AP560i/AP560h
6	AP5020-WW	Extreme Networks AP5020 Indoor Wireless Access Point
6	ACC-BKT-AX-JB	Extreme Networks Junction Box Mounting for Indoor Access Points
8	AP5050D-WW	Extreme Networks AP505D Outdoor Wireless Access Point
8	MBO-ART03	Extreme Networks - Mount Bracket Kit for AP5050D, AP5050U
8	EIO-03-SP	Extreme Networks Service Panel for AP560i/AP560h
1	AP5050U-WW	Extreme Networks - Outdoor Tri Radio WiFi 6E AP
1	KT-147407-02	Extreme Networks Outdoor Mounting Hardware Kit for Outdoor APs
1	EIO-03-SP	Extreme Networks Service Panel for AP560i/AP560h
3	ISW-4W-4WS-4X	Extreme Network 12-Port ISW Industrial Ethernet Switch 4 10/100/1000BASE-T 90W PoE Port
3	16920	Extreme Network IS AC-DC Power Supply 480W
3	10G-LR-SFP10KM-IT	Extreme Networks 10GBase-LR SFP+ Single-Mode Transceiver
14	AP5020-WW	Extreme Networks AP5020 Indoor Wireless Access Point
14	ACC-BKT-AX-JB	Extreme Networks Junction Box Mounting for Indoor Access Points
5	AP5020-WW	Extreme Networks AP5020 Indoor Wireless Access Point
2	ACC-BKT-AX-JB	Extreme Networks Junction Box Mounting for Indoor Access Points
2	AP5050D-WW	Extreme Networks AP505D Outdoor Wireless Access Point
2	MBO-ART03	Extreme Networks - Mount Bracket Kit for AP5050D, AP5050U
2	EIO-03-SP	Extreme Networks Service Panel for AP560i/AP560h
6	AP5050U-WW	Extreme Networks - Outdoor Tri Radio WiFi 6E AP (mounting sold separately)
2	EIO-04	Underseat Mounting Solution for AP5050U/AP560i
1	5520-48W	Extreme Networks 5520 - 48 x 10/100/1000BASE-T Switch
2	XN-ACPWR-1100W-FB	Extreme Networks - 1110W SC PoE Power Supply Module
2	10099	Extreme Networks - Power Cord - 15A, USA, NEMA 5-15, IEC320-C15
1	5520-VIM-4YE	Extreme Networks Versatile Interface Module VIM-4XE - Expansion Module - 10Gb Ethernet/25Gb Ethernet
1	XN-2P-RKMT299	Extreme Networks - Network Device Mounting Kit - Rack Mountable
2	25G-LR-SFP10KM	Extreme Networks - SFP28 Transceiver Module - 25 Gigabit LAN - 25GBase-LR - LC Single-Mode
2	98004-E3125	EWP Premier NBD AHR E3125 - 5 Year

Qty	Manufacturer Part #	Long Description
1	98004-E3120-1	EWP Premier NBD AHR E3120-1 - 5 Year
2	98004-7520-48Y-8C-AC-F	Extreme Networks Premier AHR - Extended Service 7520-48Y-8C-AC-F - 5 Year
2	98004-7520-48XT-6C-AC-F	Extreme Networks Premier AHR - Extended Service 7520-48XT-6C-AC-F - 5 Year
3	98004-ISW-4W-4WS-4X	Extreme Networks Premier AHR - Extended Service ISW-4W-4WS-4X - 5 Year
4	98000-7000-PRMR-LIC-P	Extreme Networks Premier Software and GTAC Service - 5 Year
47	98000-5520-48W	Extreme Networks Premier Software and GTAC Service 5520-48W - 5 Year
380	98000-AP5050U-WW	Extreme Networks Premier Software and GTAC Service AP5050U-WW - 5 Year
30	98000-AP5050D-WW	Extreme Networks Premier Software and GTAC AP5050D-WW - 5 Year
229	98000-AP5020-WW	EWP Premier TAC OS AP5020-WW - 5 Year
129	PS-ESU-1	Extreme Service Units Single - 1 Year - On-Site
5	PS-ESU-1	Extreme Service Units Single - 1 Year - On-Site
4	PS-ESU-1	Extreme Service Units Single - 1 Year - On-Site
15	PS-ESU-PM	Extreme Networks Professional Services Project Management



**Section 3**



## Project Plan

The following project segments represent the planned path of the network infrastructure refresh project. After product is ordered, the project manager will engage Pinnacle Bank Arena and schedule activities.

### Host and SAN Refresh

1. Upgrade vCenter from version 6.7 to 8.
2. Migrate VMs to just 1 host and upgrade the other host to ESXi 8.
3. Migrate VMs to upgraded host and upgrade the 2nd host to ESXi 8.
4. Rebalance VMs on hosts.
5. Stage and configure the new ESXi hosts.
6. Transport the new hardware on-site and install.
7. Configure the SAN.
8. Migrate virtual machines from the old hardware to the new hardware.
9. Remove old hardware.

### Network Replacement

1. Upgrade and configure the new edge firewall and switches.
2. Coordinate installation of the new hardware.
3. Install the new firewalls/switches and remove the old firewalls/switches.
4. Test and verify connectivity.
5. Update network documentation for the new equipment.
6. Install a new UPS and PDU in all the TR closets.
7. Configure the UPS network management card.
8. Assist Extreme Networks with racking and stacking of switches.

### Firewall, Cloudflare and Huntress SIEM for Back Office Networking

1. Upgrade and configure the new back-office firewall.
2. Coordinate installation of the new firewall.
3. Install the new firewall and test connectivity.
4. Create Cloudflare account.
5. Create access tunnels.
6. Configure Cloudflare, including creation of enrollment, security, and access policies.
7. Install clients and test.
8. Configure Huntress SIEM.
9. Configure logging on the firewall.

# IT Infrastructure Refresh

Pinnacle Bank Arena

## Executive Summary

Five Nines is proud to partner with Pinnacle Bank Arena (PBA) on a comprehensive infrastructure refresh project designed to modernize and enhance the arena's IT environment. This initiative encompasses critical upgrades across PBA's servers, storage area network (SAN), network infrastructure, security systems, and project management to ensure robust, secure, and high-performing operations.

### Business Need:

PBA's current server and network infrastructure are past or approaching the end of their lifecycle. Aging infrastructure introduces risks such as hardware failures, lack of technical support, security vulnerabilities, and compatibility issues. This project addresses these risks by replacing outdated equipment with modern, efficient solutions, enhancing performance, security, and operational continuity.

### Project Scope:

The project integrates efforts from Five Nines, Extreme Networks, and Commonwealth Electric:

- Server and SAN Replacements: Upgrading vCenter to version 8, migrating virtual machines, configuring new ESXi hosts, and deploying a new SAN. This ensures improved performance, reliability, and future-proofing of PBA's compute and storage infrastructure.
- Network Replacements: Extreme Networks will lead implementation of new network switches and access points, while Commonwealth Electric will handle all wiring needs and AP installations. Five Nines will manage project execution, provide edge and back-office firewall upgrades, deploy high-availability ISP configurations, and assist with hardware installation.
- Security Enhancements: Implementation of Cloudflare's Zero Trust Network Access (ZTNA) solution enhances security by eliminating traditional VPN risks, ensuring secure, authenticated access to critical applications. Additionally, Huntress SIEM will be configured to strengthen threat detection and response capabilities.
- UPS and Power Management: Deployment of new UPS systems and PDUs across all telecommunications rooms to ensure continuous power supply and system reliability.

### Key Benefits:

- Enhanced system performance and reliability.
- Reduced security risks with modern firewalls and ZTNA.
- Improved network speed and connectivity.
- Streamlined IT operations with updated hardware and software.
- Minimized downtime with strategic project planning.

Through this infrastructure refresh, Five Nines is committed to delivering a secure, scalable, and resilient IT environment for Pinnacle Bank Arena, supporting its mission to provide exceptional experiences for all events and operations.

## Products

Description	Price	Qty	Ext. Price
Dell PowerEdge R660 Rack Server - (2) Intel Gold 5415+ 2.9GHz 8C Processor - 256GB RAM - (2) 480GB SSD - (6) 10/25GbE SFP28 NICs - iDRAC9 Enterprise - ReadyRails - 1100W Dual Power Supply - 5 Year ProSupport with NBD Onsite Service	\$8,421.05	2	\$16,842.10
Dell Unity XT 480 Hybrid SAN - 26TB Usable Capacity (6) 1.6TB SAS SSD 2.5" + (15) 1.8TB 10K SAS HDD 2.5" - 2U Chassis - Static Rails - 2x 4-Port 25Gb Optical NICs - 5 Year ProSupport with NBD Onsite Service	\$38,128.56	1	\$38,128.56
Palo Alto Networks PA-3430 with 5 Year Core Security & Support	\$140,628.07	2	\$281,256.14

# IT Infrastructure Refresh

Pinnacle Bank Arena

## Products

Description	Price	Qty	Ext. Price
Palo Alto Networks PA-440 with 5 Year Core Security & Support	\$3,308.44	1	\$3,308.44
Cisco Catalyst 9300X Fiber Channel Switch - 12x25gb Ports with 5 Year SmartNet	\$7,607.61	2	\$15,215.22
<i>*Estimated Lead Time: 21 Days</i>			
Cisco Standard Power Cord - For Network Switch - 5ft	\$56.65	2	\$113.30
<i>*Estimated Lead Time: 14 Days</i>			
Stacking Cable Spare - 3.28 ft Network Cable for Network Device	\$113.31	2	\$226.62
<i>*Estimated Lead Time: 14 Days</i>			
Cisco Catalyst 9300 8 x 10G/25G Network Module SFP+/SFP28	\$1,444.67	2	\$2,889.34
<i>*Estimated Lead Time: 14 Days</i>			
Cisco SFP-10G-LR-S SFP+ Transceiver Module - 10 GigE - LC/PC single-mode	\$401.17	2	\$802.34
<i>*Estimated Lead Time: 14 Days</i>			
Cisco SFP28 Network Cable - 9.84 ft SFP28	\$26.24	12	\$314.88
<i>*Estimated Lead Time: 14 Days</i>			
Cisco SFP+ Copper Twinax Direct Attach Cable - 5 ft	\$21.22	6	\$127.32
<i>*Estimated Lead Time: 14 Days</i>			
OS2 LC to LC Fiber Patch Cable - Single Mode Duplex - 10ft	\$8.94	2	\$17.88
Project Network Cables	\$10,000.00	1	\$10,000.00
APC Smart-UPS 3000VA 2U Rack UPS with SmartConnect / 2700W / 6x NEMA 5-15R, 2x NEMA 5-20R	\$1,405.80	20	\$28,116.00
APC UPS Network Management Card 3 - 2 Year Warranty	\$271.40	20	\$5,428.00
APC Basic Rack 1.8kVA PDU - 14 x NEMA 5-15R - 1.8kVA - Zero U Rack-mountable	\$164.91	20	\$3,298.20
APC Mounting Bracket	\$73.83	20	\$1,476.60
APC 2-Post Mounting Kit	\$173.96	20	\$3,479.20
Cloudflare Enterprise - Zero Trust per user	\$0.00	47	\$0.00
VMware vSphere Standard 8 - 3 Year License	\$154.64	64	\$9,896.96
ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for 1 Device - 5 Year	\$315.79	1	\$315.79
<i>XIQ-SE Management License</i>			
ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for 1 Device - 5 Year	\$315.79	2	\$631.58
<i>WLAN Controller</i>			

# IT Infrastructure Refresh

Pinnacle Bank Arena

## Products

Description	Price	Qty	Ext. Price
ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for 1 Device - 5 Year <i>AP Adoption License</i>	\$315.79	639	\$201,789.81
ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for 1 Device - 5 Year <i>Switch Licenses</i>	\$315.79	54	\$17,052.66
ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for 1 Device - 5 Year <i>Authentication Server License</i>	\$315.79	2	\$631.58
ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for 1 Device - 5 Year <i>Analytics Collector License</i>	\$315.79	1	\$315.79
ExtremeNAC SW Subscription for 1, 000 End-systems - 5 Year <i>Client Authentication License</i>	\$12,631.58	2	\$25,263.16
ExtremeCloud Business Insights SaaS Subscription and ExtremeWorks Support 1K End-Systems - 5 Year <i>Business Insights</i>	\$15,789.47	5	\$78,947.35
ExtremeCloud Business Insight SaaS Subscription and ExtremeWorks Support, 10K EndSystems - 5 Year <i>Business Insights</i>	\$105,263.16	1	\$105,263.16
<b>WLAN Controllers</b>			
ExtremeCloud IQ Controller E3125 - Expandable to 5000 APs/Defenders and 1000 Switches	\$26,526.32	2	\$53,052.64
Redundant Power Supply for Appliances - 1300W for Appliances E3120/E2122/4120C	\$260.53	2	\$521.06
Extreme Networks - Power Cord - NEMA13 to NEMA 5-15P C13ST	\$7.89	4	\$31.56
ExtremeCloud IQ Controller Activation License for Hardware Appliances	\$0.32	2	\$0.64
Extreme Networks - 100G Passive DAC - QSFP28 - 3M	\$224.21	4	\$896.84
Extreme Networks 10 Gb, 10GBASE T, IEEE 802.3 RJ45 Copper Module	\$650.21	4	\$2,600.84
<b>Analytics Collector</b>			
ExtremeCloud IQ Controller E3120-1	\$24,573.79	1	\$24,573.79
Extreme Networks - Power Cord - NEMA13 to NEMA 5-15P C13ST	\$7.89	2	\$15.78
Redundant Power Supply for Appliances - 1300W for Appliances E3120/E2122/4120C	\$260.53	2	\$521.06
ExtremeCloud IQ Controller Activation License for Hardware Appliances	\$0.32	1	\$0.32
Extreme Networks 10 Gb, 10GBASE T, IEEE 802.3 RJ45 Copper Module	\$650.21	2	\$1,300.42

# IT Infrastructure Refresh

Pinnacle Bank Arena

## Products

Description	Price	Qty	Ext. Price
<b>Core Switches</b>			
Extreme 7520-48Y - 48 x 10/25Gbps SFP28 Ports	\$10,735.26	2	\$21,470.52
Extreme 7520-48XT Switch - 48x10/1G Copper Ports - 6x100/40G Fiber Ports	\$11,366.84	2	\$22,733.68
Extreme Networks - Power Cord - 10A,NEMA - 5-15P,IEC320-C13,125V, 18AWG	\$5.68	8	\$45.44
Extreme 7000 Premier Feature License	\$2,842.11	4	\$11,368.44
Extreme Networks - Network Device Mounting Kit - Rack Mountable	\$88.11	4	\$352.44
Extreme Networks - SFP+ Transceiver Module - 10 GigE - 10GBase-LR - LC Single-Mode	\$864.95	6	\$5,189.70
Extreme Networks - Ethernet 10GBase-CR Cable - SFP+ (M) to SFP+ (M) - 10 ft	\$78.95	6	\$473.70
Extreme Networks - 100GBase DAC Cable - QSFP28 to QSFP28 - 0.5M	\$132.32	4	\$529.28
Extreme Networks - 100G Passive - DAC QSFP28 - 1M	\$132.32	4	\$529.28
Extreme Networks - 100G Passive DAC - QSFP28 - 3M	\$224.21	4	\$896.84
Extreme Networks - SFP28 Transceiver Module - 25 Gigabit LAN - 25GBase-LR - LC Single-Mode	\$650.21	26	\$16,905.46
<b>IDF Closets</b>			
Extreme Networks 5520 - 48 x 10/100/1000BASE-T Switch	\$3,504.00	46	\$161,184.00
Extreme Networks - 1110W SC PoE Power Supply Module	\$535.26	92	\$49,243.92
Extreme Networks - Power Cord - 15A, USA, NEMA 5-15, IEC320-C15	\$12.00	92	\$1,104.00
Extreme Networks Versatile Interface Module VIM-4XE - Expansion Module - 10Gb Ethernet/25Gb Ethernet	\$972.32	34	\$33,058.88
Extreme Networks - Network Device Mounting Kit - Rack Mountable	\$88.11	46	\$4,053.06
Extreme Networks - SFP28 Transceiver Module - 25 Gigabit LAN - 25GBase-LR - LC Single-Mode	\$650.21	42	\$27,308.82
Extreme Networks - 100GBase DAC Cable - QSFP28 to QSFP28 - 0.5M	\$132.32	26	\$3,440.32
Extreme Networks - 100GBase DAC Cable - QSFP28 to QSFP28 - 1M	\$132.32	12	\$1,587.84
<b>Seating Bowl - Level 100</b>			
Extreme Networks - Outdoor Tri Radio WiFi 6E AP	\$1,231.26	186	\$229,014.36

# IT Infrastructure Refresh

Pinnacle Bank Arena

## Products

Description	Price	Qty	Ext. Price
Underseat Mounting Solution for AP5050U/AP560i	\$211.26	186	\$39,294.36
<b>Seating Bowl - Level 200</b>			
Extreme Networks - Outdoor Tri Radio WiFi 6E AP	\$1,231.26	66	\$81,263.16
Underseat Mounting Solution for AP5050U/AP560i	\$211.26	66	\$13,943.16
<b>Seating Bowl - Level 300</b>			
Extreme Networks - Outdoor Tri Radio WiFi 6E AP	\$1,231.26	111	\$136,669.86
Underseat Mounting Solution for AP5050U/AP560i	\$211.26	111	\$23,449.86
<b>Floor Coverage</b>			
Extreme Networks AP505D Outdoor Wireless Access Point	\$1,578.63	12	\$18,943.56
Extreme Networks - Mount Bracket Kit for AP5050D, AP5050U	\$94.74	12	\$1,136.88
Extreme Networks Service Panel for AP560i/AP560h	\$33.16	12	\$397.92
<b>Scoreboard APs</b>			
Extreme Networks AP505D Outdoor Wireless Access Point	\$1,578.63	8	\$12,629.04
Extreme Networks - Mount Bracket Kit for AP5050D, AP5050U	\$94.74	8	\$757.92
Extreme Networks Service Panel for AP560i/AP560h	\$33.16	8	\$265.28
<b>Main - Concourse</b>			
Extreme Networks AP5020 Indoor Wireless Access Point	\$757.58	47	\$35,606.26
Extreme Networks Junction Box Mounting for Indoor Access Points	\$11.37	47	\$534.39
<b>Main - Outdoor - Entrance</b>			
Extreme Networks - Outdoor Tri Radio WiFi 6E AP	\$1,231.26	2	\$2,462.52
Extreme Networks Outdoor Mounting Hardware Kit for Outdoor APs	\$102.95	2	\$205.90
Underseat Mounting Solution for AP5050U/AP560i	\$211.26	2	\$422.52
<b>Level 300 - Concourse</b>			
Extreme Networks AP5020 Indoor Wireless Access Point	\$757.58	33	\$25,000.14
Extreme Networks Junction Box Mounting for Indoor Access Points	\$11.37	33	\$375.21
<b>Event Level and Concourse</b>			



# IT Infrastructure Refresh

Pinnacle Bank Arena

## Products

Description	Price	Qty	Ext. Price
Extreme Networks AP5020 Indoor Wireless Access Point	\$757.58	88	\$66,667.04
Extreme Networks Junction Box Mounting for Indoor Access Points	\$11.37	88	\$1,000.56
<b>Corridor - Dressing Area</b>			
Extreme Networks AP5020 Indoor Wireless Access Point	\$757.58	5	\$3,787.90
Extreme Networks Junction Box Mounting for Indoor Access Points	\$11.37	5	\$56.85
<b>Event Level - Outdoor - Entrance</b>			
Extreme Networks - Outdoor Tri Radio WiFi 6E AP	\$1,231.26	5	\$6,156.30
Extreme Networks Outdoor Mounting Hardware Kit for Outdoor APs	\$102.95	5	\$514.75
Underseat Mounting Solution for AP5050U/AP560i	\$211.26	5	\$1,056.30
<b>Suite Level</b>			
Extreme Networks AP5020 Indoor Wireless Access Point	\$757.58	31	\$23,484.98
Extreme Networks Junction Box Mounting for Indoor Access Points	\$11.37	31	\$352.47
<b>Suite Outdoor Patio</b>			
Extreme Networks - Outdoor Tri Radio WiFi 6E AP	\$1,231.26	3	\$3,693.78
Extreme Networks Outdoor Mounting Hardware Kit for Outdoor APs	\$102.95	3	\$308.85
Extreme Networks Service Panel for AP560i/AP560h	\$33.16	3	\$99.48
<b>Admin</b>			
Extreme Networks AP5020 Indoor Wireless Access Point	\$757.58	6	\$4,545.48
Extreme Networks Junction Box Mounting for Indoor Access Points	\$11.37	6	\$68.22
<b>Festival Area</b>			
Extreme Networks AP505D Outdoor Wireless Access Point	\$1,578.63	8	\$12,629.04
Extreme Networks - Mount Bracket Kit for AP5050D, AP5050U	\$94.74	8	\$757.92
Extreme Networks Service Panel for AP560i/AP560h	\$33.16	8	\$265.28
Extreme Networks - Outdoor Tri Radio WiFi 6E AP	\$1,231.26	1	\$1,231.26
Extreme Networks Outdoor Mounting Hardware Kit for Outdoor APs	\$102.95	1	\$102.95
Extreme Networks Service Panel for AP560i/AP560h	\$33.16	1	\$33.16



# IT Infrastructure Refresh

Pinnacle Bank Arena

## Products

Description	Price	Qty	Ext. Price
Extreme Network 12-Port ISW Industrial Ethernet Switch 4 10/100/1000BASE-T 90W PoE Port	\$2,051.05	3	\$6,153.15
Extreme Network IS AC-DC Power Supply 480W	\$408.95	3	\$1,226.85
Extreme Networks 10GBase-LR SFP+ Single-Mode Transceiver	\$1,034.53	3	\$3,103.59
<b>Gates and Ticketing</b>			
Extreme Networks AP5020 Indoor Wireless Access Point	\$757.58	14	\$10,606.12
Extreme Networks Junction Box Mounting for Indoor Access Points	\$11.37	14	\$159.18
<b>Spares</b>			
Extreme Networks AP5020 Indoor Wireless Access Point	\$757.58	5	\$3,787.90
Extreme Networks Junction Box Mounting for Indoor Access Points	\$11.37	2	\$22.74
Extreme Networks AP505D Outdoor Wireless Access Point	\$1,578.63	2	\$3,157.26
Extreme Networks - Mount Bracket Kit for AP5050D, AP5050U	\$94.74	2	\$189.48
Extreme Networks Service Panel for AP560i/AP560h	\$33.16	2	\$66.32
Extreme Networks - Outdoor Tri Radio WiFi 6E AP (mounting sold separately)	\$1,231.26	6	\$7,387.56
Underseat Mounting Solution for AP5050U/AP560i	\$211.26	2	\$422.52
Extreme Networks 5520 - 48 x 10/100/1000BASE-T Switch	\$3,504.00	1	\$3,504.00
Extreme Networks - 1110W SC PoE Power Supply Module	\$535.26	2	\$1,070.52
Extreme Networks - Power Cord - 15A, USA, NEMA 5-15, IEC320-C15	\$12.00	2	\$24.00
Extreme Networks Versatile Interface Module VIM-4XE - Expansion Module - 10Gb Ethernet/25Gb Ethernet	\$972.32	1	\$972.32
Extreme Networks - Network Device Mounting Kit - Rack Mountable	\$88.11	1	\$88.11
Extreme Networks - SFP28 Transceiver Module - 25 Gigabit LAN - 25GBase-LR - LC Single-Mode	\$650.21	2	\$1,300.42
EWP Premier NBD AHR E3125 - 5 Year	\$16,917.89	2	\$33,835.78
EWP Premier NBD AHR E3120-1 - 5 Year	\$16,046.58	1	\$16,046.58
Extreme Networks Premier AHR - Extended Service 7520-48Y-8C-AC-F - 5 Year	\$4,380.53	2	\$8,761.06
Extreme Networks Premier AHR - Extended Service 7520-48XT-6C-AC-F - 5 Year	\$4,719.47	2	\$9,438.94

# IT Infrastructure Refresh

Pinnacle Bank Arena

## Products

Description	Price	Qty	Ext. Price
Extreme Networks Premier AHR - Extended Service ISW-4W-4WS-4X - 5 Year	\$965.26	3	\$2,895.78
Extreme Networks Premier Software and GTAC Service - 5 Year	\$974.47	4	\$3,897.88
Extreme Networks Premier Software and GTAC Service 5520-48W - 5 Year	\$1,142.11	47	\$53,679.17
Extreme Networks Premier Software and GTAC Service AP5050U-WW - 5 Year	\$160.26	380	\$60,898.80
Extreme Networks Premier Software and GTAC AP5050D-WW - 5 Year	\$189.74	30	\$5,692.20
EWP Premier TAC OS AP5020-WW - 5 Year	\$116.05	229	\$26,575.45
Subtotal:			<b>\$2,310,287.10</b>

## Professional Services

Description	Price	Qty	Ext. Price
Project Labor	\$199,525.00	1	\$199,525.00
Extreme Service Units Single - On-Site	\$2,953.12	129	\$380,952.48
Extreme Service Units Single - On-Site	\$2,953.12	5	\$14,765.60
Extreme Service Units Single - On-Site	\$2,953.12	4	\$11,812.48
Extreme Service Units Single - On-Site (August Tournament)	\$2,953.12	5	\$14,765.60
Extreme Networks Professional Services Project Management	\$2,953.12	15	\$44,296.80
Commonwealth Electric Company - Labor Fee	\$724,750.00	1	\$724,750.00
Commonwealth Electric Company - Performance Bond	\$6,550.00	1	\$6,550.00
Subtotal:			<b>\$1,397,417.96</b>

## Work Summary

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### Network Replacement

1. Upgrade and configure the new edge firewall and switches.
2. Coordinate installation of the new hardware.
3. Install the new firewalls/switches and remove the old firewalls/switches.
4. Test and verify connectivity.
5. Update network documentation for the new equipment.
6. Install a new UPS and PDU in all the TR closets.
7. Configure the UPS network management card.
8. Assist Extreme Networks with racking and stacking of switches.

### Host and SAN Refresh

1. Upgrade vCenter from version 6.7 to 8.
2. Migrate VMs to just 1 host and upgrade the other host to ESXi 8.
3. Migrate VMs to upgraded host and upgrade the 2nd host to ESXi 8.
4. Rebalance VMs on hosts.
5. Stage and configure the new ESXi hosts.
6. Transport the new hardware on-site and install.
7. Configure the SAN.
8. Migrate virtual machines from the old hardware to the new hardware.
9. Remove old hardware.

### Firewall, Cloudflare and Huntress SIEM for Back Office Networking

1. Upgrade and configure the new back office firewall.
2. Coordinate installation of the new firewall.
3. Install the new firewall and test connectivity.
4. Create Cloudflare account.
5. Create access tunnels.
6. Configure Cloudflare, including creation of enrollment, security, and access policies.
7. Install clients and test.
8. Configure Huntress SIEM.
9. Configure logging on firewall.

## Assumptions

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This Statement of Work was created with labor estimates based on best practices and current knowledge of the client's environment. This labor cost of this project covers all Professional Services required of this project including Project Design, Project Planning, Project Management, and Project Engineering.

Five Nines will ensure that the proposed solution will have minimal impact on business operations with minimal downtime.

Areas not specifically addressed in this Scope of Work are considered outside the scope of this project and will require a change order.

This change order must be approved by mutual agreement between the client and Five Nines.

Downtime will be required to cutover to the Server and SAN replacements.

Downtime will be required when installing the new network equipment.

Project assumes any necessary cabling between closets or buildings is in place.

Project assumes that the fiber runs will all be single mode fiber.

Extreme will be providing all network switches, all access points, and the configuration of those devices.

Commonwealth will provide all the wiring (copper and fiber) needed for the access points and core interlinks along with AP installation.

## Change Request

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This Statement of Work was created with labor estimates based on best practices and current knowledge of the client's environment. Any significant labor increases required due to unknown processes or tasks discovered during the project will require a change request, to be agreed upon by Five Nines and the client. In the event a change request is required, Five Nines will prepare and provide to client a proposed change order. Five Nines will identify in the proposed change order the impact, if any, the change order will have on the existing project.

# IT Infrastructure Refresh

Pinnacle Bank Arena



Prepared by:

**Five Nines Technology Group**

Angie Vermeer

402-740-1377

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Prepared for:

**Pinnacle Bank Arena**

Alex Malone

(402) 429-5930

amalone@pinnaclebankarena.com

Quote Information:

**Quote #: 52545**

Version: 10

Delivery Date: 02/07/2025

Expiration Date: 02/10/2025

## One-Time Expense Summary

Description	Amount
Products	\$2,310,287.10
Professional Services	\$1,397,417.96
Total:	<b>\$3,707,705.06</b>

## Payment Options

Description	Payments	Interval	Amount
Purchase Options			
Total Purchase Option	<b>1</b>	<b>One-Time</b>	<b>\$3,707,705.06</b>

## Summary of Selected Payment Options

Description	Amount
Purchase Options: Total Purchase Option	
Total of Payments	<b>\$3,707,705.06</b>

Five Nines requires downpayment of 100% of products and 50% of labor, with the remaining 50% of labor due upon project completion. Termination of the managed services agreement with Five Nines will require customer to pay out the remainder of any agreements with third parties (including but not limited to Microsoft licensing, backup licensing, KnowBe4, Arctic Wolf). Pricing adjustments for third-party services are at the discretion of the vendor.

\_\_\_\_\_  
Signature, Client

\_\_\_\_\_  
Print, Client

\_\_\_\_\_  
Date



# Managed Services Agreement

**Prepared for:**

Trent Brown

Pinnacle Bank Arena

**Created by:**

Casey Beutler

Five Nines



# Managed Services Agreement

This Managed Services Agreement is entered into by and between Five Nines Technology Group, LLC (“we” or “FIVE NINES”), and the undersigned Client (“you” or the “Client”). All items not specifically detailed in this Managed Services Agreement are considered out of scope. All capitalized terms in this Managed Services Agreement shall have the same meaning as defined in the GTAC Agreement, unless otherwise specifically defined in this Managed Services Agreement. In consideration of the mutual covenants and agreements hereinafter set forth or incorporated by reference herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

<b>SCOPE OF WORK</b>	The services to be provided by FIVE NINES hereunder (the “Services”) shall be as set forth on the attached Exhibit A. The parties hereto shall amend or supplement Exhibit A if and as additional Services are agreed upon between the parties.
<b>PAYMENT TERMS</b>	<p>Costs and Expenses: Client shall pay all amounts owed as direct expenses (tools, recurring subscription fees, etc.), each of which shall be separately billed, in accordance with the terms of this Agreement. Client agrees that upon the expiration or termination of this Agreement, such costs and expenses shall include any remaining costs or payments associated with any contracts or agreements entered into between FIVE NINES and any third party in respect of performing the Services.</p> <p>Certain Discounts or Exclusions: Subject to the GT&amp;Cs and except as otherwise required by Applicable Law, a 2% discount shall be applied for all payments made via check or recurring ACH withdrawal. Amounts quoted herein include all after-hours support (including on-site work) for items included in this MSA, but do not include (i) costs or fees owed as direct expenses as set forth above, or as otherwise payable under any third-party agreement or subscription service (including, for example, Office 365), each of which will be individually included as a separate cost on each FIVE NINES invoice, or (ii) unless specifically set forth herein to the contrary, any amounts in connection with any project-level Services, which shall be separately invoiced.</p>
<b>FEES / PRICING</b>	<p>For each managed user above 50, the amount per user set forth in the table below shall be added to the monthly fees.</p> <ul style="list-style-type: none"><li>• <b>Year 1:</b> \$112 / Managed User</li><li>• <b>Year 2:</b> \$118 / Managed User</li><li>• <b>Year 3:</b> \$123 / Managed User</li><li>• <b>Year 4:</b> \$130 / Managed User</li><li>• <b>Year 5:</b> \$136 / Managed User</li></ul> <p><b>Managed Users:</b> Any full or part time employee who has been provided with an email or individual user account for the purpose of login, network access, or business communication.</p>

<b>SCOPE OF WORK</b>	The services to be provided by FIVE NINES hereunder (the “Services”) shall be as set forth on the attached Exhibit A. The parties hereto shall amend or supplement Exhibit A if and as additional Services are agreed upon between the parties.
<b>EXHIBITS; GT&amp;Cs; LOCATION POLICY</b>	Each of (i) the Scope of Work set forth on the attached Exhibit A (as may be updated or modified from time to time in accordance herewith), (ii) the FIVE NINES General Terms and Conditions (the “GT&Cs”) as in effect as of the date hereof, and (iii) the FIVE NINES Geolocation Policy (the “Geolocation Policy”) as in effect and located at <a href="https://fivenines.com/glp">https://fivenines.com/glp</a> as of the date hereof, are in each case hereby expressly incorporated by reference herein and made an integral part hereof for all purposes. These Basic Terms, together with all exhibits, the GT&Cs, and the Geolocation Policy, collectively constitute and comprise the entirety of this Managed Services Agreement, and are collectively referred to herein as the “Agreement.” Capitalized terms used but not separately defined in these Basic Terms have the meaning(s) ascribed to such terms in the GT&Cs.



# Term/Termination of Managed Services Agreement

The Effective Date of this Managed Services Agreement is 05-01-2025. Five Nines will notify Client of the date when all Services specified in this Managed Services Agreement are available to Client (the "Go Live Date"). Five Nines will host a welcome call and provide Client with information needed for Client to access the Services. Five Nines's obligation to deliver Service as specified herein does not begin until the Go Live Date. Prior to the Go Live Date, Five Nines will be in the implementation process, which means the Services will not be active. Failure of the Client to engage with Five Nines effectively and efficiently during the implementation period, including but not limited to failing to provide required access and information, to the extent that impedes or delays the Go Live Date by more than ninety (90) days after the date this Managed Services Agreement is signed, may lead to all or any of the following, at Five Nines' sole discretion, regardless of the status of implementation: a start of billing for the Services; additional fees; the beginning of the Managed Services Agreement Term; termination of this Managed Services Agreement. The Term shall begin on the Go Live Date.

The Managed Services Agreement shall remain in force for a period of five (5) years (the "Initial Term") unless sooner terminated in accordance herewith. The Managed Services Agreement may only be terminated for convenience by Client upon giving ninety (90) days' written notice to FIVE NINES and paying a fee (the "Termination Fee") equal to the total amount of fees outstanding under the Master Services Agreement for the duration of the Initial Term (as such duration existed prior to Client's election to terminate the Agreement). The Parties agree that any Termination Fees are not penalties but instead are intended by the parties to be, and shall be deemed, liquidated damages as actual damages are difficult, if not impossible, to determine. A Master Services Agreement may be terminated by FIVE NINES upon ninety (90) days' written notice to Client. Notwithstanding the foregoing or anything to the contrary, no expiration or termination of this agreement shall affect any of the parties' rights or obligations (including payment obligations) that accrued prior to such time.

**Renewal Term(s).** At the end of the Initial Term, a Master Services Agreement shall automatically renew for successive periods of equal duration to the Initial Term (each, a "Renewal Term," and together with the Initial Term, collectively, the "Term") unless either party provides the other with written notice of non-renewal no less than 60-days prior to the expiration of the Initial Term or then-current Renewal Term, as applicable. During any Renewal Term, the provisions of the Master Services Agreement shall remain in full force and effect, except, FIVE NINES may modify the terms and conditions governing any Renewal Term by providing notice of such modification to Client no later than 90-days prior to the expiration of the then-current Term, For purposes of this Section, via email shall constitute written notice.

## Exhibit A: Scope of Work

Service	Description
24/7 Monitoring & Support	Continuous real-time monitoring of servers, network devices, and key infrastructure components to ensure optimum performance and security.
Support Desk	24x7 support desk is staffed by experienced technicians ready to assist with immediate needs.
Primary Engineering Team	A team of IT professionals assigned to your account for faster issue resolution and personalized service.
Account Management	Your account manager will conduct business reviews, new hardware procurement, or general customer service requests.
Tier 3 Escalation Response & FN911 Protocol	For high-impact issues requiring immediate attention, we engage our Tier 3 technicians utilizing our "FN911" protocol. This includes specialized technical expertise and immediate issue triage for faster resolution.
Five Nines Endpoint Protection (EPP/Antivirus)	Our Endpoint Protection solution features industry-leading real-time protection and has a low performance impact on individual workstations.
Endpoint Detection and Response	Leading EDR tool to identify, investigate, and respond to suspicious activities across all supported endpoints.
Five Nines Email Security	Protection against spam, phishing, and email threats.
Five Nines Email Encryption (Upon Request)	Email encryption which can encode sensitive email messages so that only the intended recipients can read it.
The Five Nines Support Application for Tickets	A streamlined ticketing application for issue tracking and resolution. This includes easy ticket submission, real-time status updates, and a support history.
Managed Image-Based Backups	Hourly backups to ensure data integrity and availability unless otherwise specified. These incremental backups include immutable off-site storage.

Service	Description
Office 365 Backups	Backup solution specifically for Office 365 applications including email, OneDrive, and SharePoint backups.
Managed Phishing Campaigns + Security Awareness Training	Regular simulated phishing attacks and training programs for employees.
Hardware and Software Patching	Timely updates to ensure all hardware and software are running the latest versions. By default, we will patch during our standard scheduled maintenance window, but we can adjust this upon request.
Regular Strategic Technology Reviews	Periodic reviews to align technology strategy with business goals. Conducted by your Account Manager with oversight from your Primary Engineering team, including future roadmap planning.
IT Budget and Planning	Budget consultation and planning services to help optimize IT expenditures. This can include cost-benefit analysis and vendor contract reviews.
Product Procurement and Deployment	Product quoting from our preferred vendor relationships, tracking, and receiving by our procurement team
IT Documentation	Documentation to ensure seamless operations in the event of an emergency, especially the critical components of your network
Vendor Management	Managing third-party vendor relationships to ensure they meet our service and security standards. Vendor assessments, Contract negotiations, working with third-party technology vendor support on your behalf
Assistance with Cyber Insurance Applications	Support and consultation for completing cyber insurance applications. Includes consulting on your technology posture and documentation support
Healthcare Consulting (if applicable)	Five Nines will perform an annual review of your Risk Analysis after completion of the initial Risk Analysis project. We will also review your HIPAA policies and procedures to ensure compliance with rules and regulations.

Service	Description
Server Management + Support	Five Nines will monitor and maintain all aspects of your physical and virtual server environments. Linux and other similar operating systems are supported on a reasonable-effort basis only if a support contract with the OS vendor is maintained. Support contracts for virtualization platforms such as VMware must be maintained where applicable.
Network Management + Support	Five Nines will monitor and maintain all your routers, switches, firewalls, wireless access points, and related devices. Vendor support contracts must be maintained to ensure timely hardware and software service.
Networked Printer and Scanner Management + Support	Five Nines will provide basic support for the network aspects of your networked printers, scanners, and other multi-function devices. Our support ability does not extend past the basic networking of these devices, and support contracts with a third-party printing solution company are highly encouraged.
Endpoint Management + Support	Five Nines will support workstations, laptops, tablets, cell phones, and thin clients for all Mac and Windows based Operating Systems devices. All workstations, laptops, and tablets that have a Windows based operating system must be Active Directory domain compatible, and have an operating system installed that is supported by Microsoft. "Home" editions, typically found on computers bought at retail stores, will need a paid upgrade to a professional version to work on the Windows domain.
Security Patching and Software Updates	Software/firmware updates on servers, workstations, and networking equipment if vendor support is maintained where relevant. Excludes major version or release upgrades that require reconfiguration.
Third Party Software Support	Management and maintenance of other Operating Systems and third-party software if vendor support contracts are maintained.

# Excluded Services

Services rendered under this Managed Services Agreement do not include the following, which are subject to Five Nines' then current time and materials rates:

- a. Any service not specifically identified as included under this Managed Services Agreement.
- b. Parts, equipment, or software not covered by vendor/manufacture warranty or support.
- c. The cost of any software, licensing, or software renewal or upgrade fees.
- d. The cost of any 3rd party vendor or manufacturer support or incident fees.
- e. The cost to bring Client's environment up to minimum standards required for services.
- f. Maintenance of application software packages, whether acquired from Five Nines or any other source unless as specified in Exhibit A.
- g. Customization of third-party applications, or programming of any kind.
- h. Website design/consulting.
- i. Low voltage infrastructure cabling work such as wall outlet runs, patch panel terminations, and wiring to fixed devices such as wireless access points.
- j. Any response to or remediation of an identified security incident (ransomware, business email compromise, data exfiltration, etc.).

# Suitability of Existing Environment

In order for Client's existing environment to qualify for Five Nines's Services, the following requirements must be met:

- a. All servers, desktops and laptops with Microsoft Windows operating systems must be running a version that is not end of life per Microsoft, have all the latest Microsoft updates installed, and all drives must be encrypted with industry standard enterprise-level encryption.
- b. Hardware and software must not be end-of-sale or end-of-life. Replaceable parts must be reasonably available.
- c. All software must be genuine, properly licensed and vendor-supported.
- d. The environment must have a currently licensed, vendor-supported firewall between the internal network and the Internet.
- e. Any wireless data traffic in the LAN environment must be encrypted with industry standard, enterprise-level encryption.

# Compliance Requirements

Five Nines helps customer address requirements for PCI compliance, implements HIPAA policies and procedures required by Business Associate agreements, and attests to sound operational policies and procedures through our SOC 2 report which is available upon request and under NDA.

## Incident Response

In the event of an Outage or cyber incident, the response and resolution of the incident are outside the scope of this Managed Services Agreement.

An Outage is when we need to execute a disaster recovery plan (restoring a server from backup, Five Nines provided loaner equipment - if available - to replace or augment existing systems, etc.) or unexpected events (fire, water, lightning damage, etc.).

A cyber incident is a violation of a system's security policy in order to affect its integrity, confidentiality, or availability. This includes unauthorized access or attempted access to a system.

In general, types of activity that are commonly recognized as being breaches of typical security policy are:

1. Attempts to gain unauthorized access to a system and/or to data.
2. The unauthorized use of systems for the processing or storing of data.
3. Changes to a systems firmware, software or hardware without the system owner's consent.
4. Malicious disruption and/or denial of service.

## Five Nines Property

Five Nines may place at Client's site or otherwise provide equipment, other goods, materials/supplies and/or similar items, software, and information owned by Five Nines or a third party, for the purposes of carrying out this Managed Services Agreement (collectively, "Five Nines Property"). Such placement or provision of Five Nines Property shall not create any rights of ownership in Client or any third party. Client shall use reasonable care with Five Nines Property, but no less care than Client uses with respect to its own property. Client shall return Five Nines Property upon Five Nines request or upon termination or expiration of this Managed Services Agreement. Client's failure to return Five Nines Property within seven (7) days of request or upon termination of or expiration of this Managed Services Agreement will result in a fee to the client equivalent to the new replacement cost of Five Nines property.

## Third Party Providers

To enhance the Services provided by Five Nines to Client, Five Nines may utilize third parties for certain products ("Third-Party Product Vendors") or services ("Third-Party Providers"). In addition to Five Nines, Client may be legally bound to certain third-party terms and conditions. Client may also be subject to any other agreements and

documents presented by the Third-Party Product Vendors or Third-Party Providers that are required to provide the Services, each as amended by the third-party from time to time.

Third-Party Product Vendors and Third-Party Providers may be changed/replaced during the service period. We will inform you via e-mail of the change.

## **Client Data External Service Provider and Geolocation Policy**

Five Nines does not transfer data provided by Customers to external parties (contractors, vendors, or service providers) unless those external parties provide the data the equivalent level of protection that Five Nines provides. To ensure the external parties provide the appropriate level of protection, Five Nines conducts regular due diligence in accordance with internal policies and procedures. As a company operating strictly within the United States of America, Five Nines only uses delivery centers located inside the continental USA.

## **Security**

The electronic and physical security of all electronic equipment, computers, servers, and network is the sole responsibility of Client. While Five Nines may make recommendations regarding the security of electronic equipment, computers, servers, and networks, it in no way is responsible for the security of said items, whether or not Five Nines' recommendations are followed.

## **Viruses and Other Threats**

Five Nines recommends, and has advised Client, of the importance of using active firewalls and up-to-date virus and malware protection. Client understands that any attacks on Client's computer networks and/or computers as a result of malicious software, viruses, worms, social engineering, phishing, and other hacker threats to exploit Client's networks and computers are not the responsibility of Five Nines, and that while Five Nines does recommend certain security measures, it is not responsible for failure to comply with said recommendations or the failure of the recommended measures to protect Client's systems, as no such measures are 100% effective.

## **Electrical Power, Lightning, and Surges**

Five Nines recommends, and has advised Client, that Client use UPS (Uninterrupted Power Supply/Backup Batteries) on all computer and network equipment. It is Client's responsibility to provide such protection and/or backup batteries along with power outlets with sufficient power to support equipment at desired locations. Client further acknowledges and agrees that surges, power spikes, brownouts, blackouts, lightning damage, or any acts of God are not the responsibility of Five Nines and are outside the scope of this Managed Services Agreement.

## **Multifactor Authentication**

Five Nines requires the use of multi-factor authentication on M365 and externally available applications to provide increased security and to protect Client from various security threats. Client agrees to conform to the use of the multi-factor authentication software, and to keep any dependent software up to date to support multi-factor authentication. Client agrees to train Client's employees on the importance of complying with multi-factor authentication security requirements.

## Pre-Existing Defects and Conditions

Client understands and agrees that pre-existing defects and conditions to Client's computers, network, servers, and software are outside the scope of this Managed Services Agreement.

## Out-of-Scope Issues

Upon request of Client, Five Nines may provide services on a Time & Materials ("T&M") basis. T&M is a method of engaging Five Nines that allows Client to utilize a variety of Five Nines technical resources on an as-needed basis. With a T&M engagement, Client is not purchasing a fixed set of deliverables, but instead is purchasing time on an as-used basis. The work performed during the resource's time is governed by to the expressed requirements of Client, and Five Nines makes no warranty or guarantees beyond "reasonable endeavors" and "best efforts." All actual hours used by the Client will be billed at our current hourly rates.

## Additional Terms

- Quoted monthly amount does not include Office 365 subscriptions but will be included as a separate cost on the Five Nines invoice.
- Supported users and cloud services (Office 365 and Azure) will be reviewed monthly and adjusted accordingly.
- Vendor support contracts must be maintained to ensure timely hardware and software service.
- The minimum number of billable users is 50.
- Managed services monthly fee is based on the number of users that FIVE NINES is supporting. Billable users above represent the minimum number of users to be billed for each month of the term; any reduction in the actual number of users by Client below such numbers shall not result in a reduction in monthly pricing below the amounts set forth above. For each managed user above the quantity specified herein, an amount per user set forth in the first table under the applicable Agreement year shall be added to the monthly fees due hereunder.



Total Monthly Fees

	Price	Quantity	Contract term	Total
<b>Managed Services</b>  Up to 50 users included	<b>\$5,600.00</b> per month	1	60 month	<b>\$5,600.00</b> per month

IN WITNESS WHEREOF, the parties hereto have executed and agreed to be bound by this Agreement for all purposes on the date set forth beneath their respective signatures below, but this Agreement shall be effective for all purposes as of the date set forth beneath Client’s signature below.

Acceptance

Five Nines

Pinnacle Bank Arena



## ACH Authorization Form

Choose Your Option Below:

### Recurring Billing



In consideration of the goods, products and/or services provided to me by Five Nines, as listed below. I hereby authorize Five Nines to initiate a debit entry to my checking account indicated below at the depository financial institution named below, hereinafter called Client Bank, and to debit the same to such account for the amount listed below. This authorization will continue until revoked in writing.

### Single Billing



In consideration of the goods, products and/or services provided to me by Five Nines as listed below, I hereby authorize Five Nines to initiate a debit entry to my checking account indicated below at the depository financial institution named below, hereinafter called Client Bank, and to debit the same to such account for the amount listed below. This authorization will continue until revoked in writing.

Name:		Client Bank Name:	
Address:		Account Holder Name:	
City/State/Zip		Bank Account Number:	
Phone:		Bank Routing Number:	

\*I hereby assert that I am either the rightful and legal owner or I am a duly authorized signer on the account with the power to authorize these transactions\*

**Billing Conditions:** All open invoices (as per defined agreement terms)

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

By signing this agreement, I hereby authorize Five Nines to electronically debit the checking or savings account indicated above for payments due under this agreement. I understand the effective date of these electronic debits to my account will be the business day on which the payment is due or scheduled per this agreement. I understand that if the debit is returned unpaid due to insufficient funds or my banks electronic draft restrictions, I may be charged a \$25.00 NSF Penalty for the returned item.

# GENERAL TERMS AND CONDITIONS

THE TERMS AND CONDITIONS OF PRODUCT SALES AND THE PERFORMANCE OF SERVICES (INCLUDING PROJECTS, IF AND AS APPLICABLE) ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY CLIENT OR ANY THIRD PARTY ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

As of September 13, 2023

## **Important Information About These Terms and Conditions**

These General Terms and Conditions ("Agreement") govern the provision of sale of Products and the provision of Services ("Products" and "Services," each as defined herein) by Five Nines Technology Group, LLC and/or one or more of its Affiliates (collectively, "FIVE NINES") to the other party identified in the Service Agreement ("Client"). All Products and Services will be provided pursuant to a Quote, Statement of Work, Managed Services Agreement (each a "Service Agreement") by and between FIVE NINES and Client into which this Agreement is incorporated by reference. Capitalized terms used but not otherwise defined herein have the meaning(s) ascribed to such terms in the Basic Terms or on the face of the Service Agreement. In the event of any inconsistencies, the order of precedence shall be as follows: i) this Agreement, ii) the Service Agreement, and iii) any accompanying Exhibits. Unless expressly agreed to in writing by FIVE NINES, FIVE NINES rejects any terms and conditions contained in Client's documents.

Client consents to receiving electronic records, which may be provided via a Web browser or email application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non- electronic form by contacting FIVE NINES. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

### **1. Definitions.**

Any capitalized term which is defined in this Agreement shall have the same meaning when used in any Service Agreement, unless the language or context requires otherwise. Service Agreement-specific definitions, if any, shall be included in the applicable Service Agreement, and shall apply only with respect to such Service Agreement.

1.1 **"Affiliate"** means, with respect to any person or entity, any other person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such person or entity. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

1.2 **"Applicable Laws"** means, collectively, all federal, state or other governmental statutes, codes, ordinances, laws, regulations, rules, guidance, written directives, orders and decrees applicable to the Services.

1.3 **"Client Components"** means the hardware, software, other products, and other Content including, without limitation, those specified in a Service Agreement as being provided by Client.

1.4 **"Client Data"** means all data and information about Client's business(es), customers, employees, operations, facilities, products, markets, assets or finances that FIVE NINES obtains, creates, generates, collects or processes in connection with its performance of Services and is stored in any Client device or on the Client network.

1.5 **"Confidential Information"** means all nonpublic information revealed by or through a party (the "Discloser") to the other party (the "Recipient"), including: (a) information marked or disclosed as confidential; (b) any customer information furnished or disclosed, in whatever form or medium; (c) information traditionally recognized as proprietary trade secrets; (d) all forms and types of financial, business, and economic information (including, without limitation, contract terms, financial information, ideas, discoveries, inventions, developments, records, product designs, source codes, product planning, material samples, business records and plans, technical and marketing data, trade information, customer lists and data, supplier information and marketing plans) in whatever form or medium; (e) any information disclosed orally regarding the parties' business relationship; and (f) PHI, as applicable.

1.6 **"Content"** means information, software, Client Data and other data including, without limitation, HTML files, scripts, programs, recordings, sound, music, graphics, and images that Client or any of its Users create, install, upload or transfer in or through a Client device or Client's network.

1.7 **"Hosting Services"** means the services delivered by FIVE NINES under this agreement consisting of, but not limited to, network, storage and server devices, software programs, applications network management devices, and other items specified in a

Master Solutions Agreement. Hosting Services are governed by this Agreement and Addendum B, "Terms Specific to Hosting Services" attached hereto and incorporated herein by reference.

1.8 **"Products"** means any order for software, hardware, or Resold Services ("Products") made by Client pursuant to a quotation issued by FIVE NINES ("Quotation"). Orders for Products are governed by this Agreement and Addendum A, "Terms Specific to Product Sales Only" attached hereto and incorporated herein by reference.

1.9 **"Protected Health Information" or "PHI"** has the meaning ascribed to it in the HIPAA Privacy Rule (45 CFR Part 160, Subparts A and E of Part 164, as may be amended or supplemented).

1.10 **"Required Consents"** means any consents, licenses, or approvals required to give FIVE NINES, or any person or entity acting for FIVE NINES under this Agreement, the right or license to access, use and/or modify in electronic form and in other forms, including, without limitation, derivative works, the Client Components and Content, without infringing the ownership or intellectual property rights of the providers, FIVE NINES, or owners of such Client Components and Content.

1.11 **"Services"** means the information technology services provided by FIVE NINES to Client as more particularly set forth on Exhibit A attached hereto. Services may include Hosting Services where included in a Service Agreement.

1.12 **"Third Party Services"** means the information technology services to be delivered by a third party under this Agreement as specified in any Service Agreement.

1.13 **"User"** means any entity or individual that receives or uses the Services, or the results or products of the Services, through Client.

## **2. Client Responsibilities.**

2.1 **Designated Contact Person.** Client shall designate an individual who will be a primary point of contact and will have the authority to act and make decisions in all aspects of the Services, including change orders. Client shall make available all technical matter, data, information, operating supplies, and computer system(s), as reasonably required by FIVE NINES. Client may change its designated contact person by written notice to FIVE NINES.

2.2 **Content.** Client is solely responsible for: (a) all Content including, without limitation, its selection, creation, design, licensing, installation, accuracy, maintenance, testing, backup and support; (b) all copyright, patent and trademark clearances in all applicable jurisdictions and usage agreements for any and all Content; (c) the selection of controls on the access and use of Content; and (d) the selection, management and use of any public and private keys and digital certificates it may use with the Services.

2.3 **Required Consents.** Client shall obtain and keep in effect all Required Consents necessary for FIVE NINES to perform all of its obligations as set forth in this Agreement. Upon request, Client will provide to FIVE NINES evidence of any Required Consent. FIVE NINES will be relieved of its obligations to the extent that they are affected by Client's failure to promptly obtain and provide to FIVE NINES any Required Consents. FIVE NINES will adhere to reasonable terms and conditions pertaining to Content as notified in writing to FIVE NINES. FIVE NINES agrees not to remove or alter any copyright or other proprietary notice on or in any Content without Client's consent.

2.4 **Software.** Client authorizes FIVE NINES to determine whether or not software specified in any Service Agreement is currently in place, operational and maintained, and supported at the level required for FIVE NINES to perform the Services required under this Agreement. Client grants FIVE NINES, at no charge, the right to use any Client-owned or developed application software systems required by FIVE NINES to provide the Services specified in any Service Agreement to Client.

2.5 **Client Components.** Client is solely responsible for the selection, operation and maintenance of all Client Components.

2.6 **Encryption.** Client shall encrypt at the application level Confidential Information, Client Data, and all data that is considered sensitive data or that must be treated as confidential under state or federal law or under Client's contractual obligations to others. This includes, but is not limited to, Social Security Numbers, financial account numbers, driver's license numbers, state identification numbers, Protected Health Information (as that term is defined in Title II, Subtitle F of the Health Insurance Portability and Accountability Act, as amended (HIPAA) and regulations promulgated there under) and Nonpublic Personal Information (as that term is defined in Financial Services Modernization Act of 1999 (Gramm-Leach-Bliley) and regulations promulgated there under).

## **3. Term and Termination of Agreement.**

3.1 **Term/Termination This Agreement.** This Agreement is effective upon the date the first Service Agreement is signed by Client and shall remain in force and effect unless terminated in accordance herewith. Either party may terminate this Agreement for convenience by providing written notice. Any such termination shall be effective upon the natural expiration of all Master Service Agreements or 90 days after receipt of notice, whichever is later. Either Party may terminate this Agreement or any individual Master Service Agreement if the other party breaches any material provision of the Agreement or any Service Agreement. If such breach is able to be cured, the non-breaching party shall provide notice that shall specify the basis on which this Agreement or any Service Agreement is being terminated, including a description of the breach and how the breach can be cured within 30 days (the

"Cure Period"). If the breaching Party fails to cure the breach within the Cure Period, then termination shall be effective on the thirty-first (31st) day following receipt of such notice by the breaching Party. If any representation or warranty is inaccurate, incomplete, false, or misleading in any material aspect or the breach is of a type or nature that is not capable of being cured within the Cure Period (such as, by way of example and not limitation, an obligation relating to Confidential Information), the non-breaching party can terminate this Agreement and any Service Agreement upon notice. The notice from the non-breaching Party shall specify the basis on which this Agreement is being terminated, including a description of any breach.

**3.2 Services Transfer Assistance.** Prior to expiration or termination of a Service Agreement, Client may request FIVE NINES to cooperate with Client to assist with the orderly transfer of the Services, functions, and operations provided by FIVE NINES hereunder to another system provider or services provider (or to Client itself) ("**Services Transfer Assistance**"). Upon such timely request, FIVE NINES shall provide Services Transfer Assistance until the effective date of expiration or termination of the Service Agreement and for up to one (1) additional month thereafter. If the Services Transfer Assistance requires FIVE NINES to incur expenses in addition to the expenses that FIVE NINES would otherwise incur in performance of the Service Agreement, then: (a) FIVE NINES shall notify Client of any additional expenses associated with the performance of any additional services pursuant to this Section prior to performing such services; (b) upon Client's authorization, FIVE NINES shall perform the additional services and invoice Client for such services; and (c) Client shall pay FIVE NINES for such additional expenses within thirty (30) days of the receipt of the invoice.

**3.3 Actions Upon Termination.** Except for Service Transfer Assistance, upon termination of the Agreement, FIVE NINES shall immediately cease to have access to and use of Client's network, hardware, and software ("**System**").

**3.4 Effects of Termination.** Upon the expiration or termination of the Agreement, all amounts owed by Client to FIVE NINES shall become immediately due and payable. FIVE NINES will, within thirty (30) days thereafter, provide Client with an accounting of all Services performed prior to such expiration or termination, including the cost of all hardware purchased in respect thereof and all contracts or agreements between FIVE NINES and any third-party vendors entered into with respect thereto. Client shall pay any undisputed amounts set forth in such accounting that are due and owing to FIVE NINES within thirty (30) days thereafter.

#### **4. Statements of Service; Fees and Payments; Taxes.**

**4.1 Payment Terms.** Payment for monthly services is due within thirty (30) days of the invoice date, regardless of the date of receipt. Product invoices are excluded from any early payment discounts. Payment of (a) 100% of all Products (including project hardware) is required in advance for orders over \$1,000 (whether pertaining to a project or otherwise), and (b) least fifty percent (50%) of project labor is required prior to the commencement of any project (in addition to any lead times or delays agreed upon by the parties in any with respect to any such project).

**4.2 Availability of Service.** FIVENINES agrees that the Services will be operable and available to materially perform the functions set forth in the Statements of Service twenty-four (24) hours per day, seven (7) days per week, subject to the terms further set forth in the Agreement. FIVE NINES shall provide ninety-nine point nine-nine percent (99.99%) uptime monthly, with the exception of Scheduled Downtime (as defined in the Statements of Service attached hereto and incorporated by reference). FIVE NINES shall provide Client with five (5) days' notice prior to any Scheduled Downtime and represents that any interruption of Services for Scheduled Downtime shall not exceed the time reasonably necessary to complete such maintenance. In the event of an unplanned interruption, reduction in the quality, or the failure of a configuration item of the Services, FIVE NINES shall use its best efforts to restore Services and follow its IT Incident Management Policy. If FIVE NINES fails to provide ninety- nine point nine-nine percent (99.99%) in the course of any two consecutive months, or fails to achieve such uptime in three (3) months during any twelve (12) month period, FIVE NINES agrees to escalate such failure to its senior management and work in good faith to resolve such service level failures.

**4.3 Taxes.** The fees under the Agreement are exclusive of all sales, use, value-added, withholding, and other taxes and duties. It is understood that any applicable federal, state, or local taxes shall be added to each invoice for Services or materials rendered under this Agreement and shall be the obligation of Client. Client shall pay all such taxes unless a valid exemption state certificate is furnished to FIVE NINES.

**4.4 Payment Methods.** Payment shall be made by check, credit card, or recurring ACH withdrawal processed on the 15th of the month. There shall be a 2% discount applied to all payments made via check or recurring ACH withdrawal. FIVE NINES may, in its sole discretion, make exceptions and accept alternative payment methods on a case-by-case basis. Once ACH authorization forms have been received, payment can be scheduled within two (2) business days. All payments are subject to the fees outlined in Section 4.5 below.

**4.5 Fees.** A \$35.00 fee will be assessed on any checks not honored by our bank. A \$20.00 late fee will be assessed against invoices seven (7) days overdue, and finance charges (16% APR or the highest rate permitted by applicable law) will be imposed on balances thirty (30) days past due and each month thereafter until the past due balance is paid in full. After an invoice has gone over 30 days past due and no payment arrangements have been made, the account is subject to be placed on a credit hold, where Five Nines reserves the right to stop services until the account is brought current or other arrangements are made.

**4.6 Credits.** Credit memos will be communicated via email. Credits may be applied using one of the following methods: (1) reduction of subsequent invoice payments until the full credit balance has been used; or (2) request for full reimbursement by check.

**4.7 Pricing Information; Availability Disclaimer.** FIVE NINES reserves the right to make adjustments upon notice to Client to all pricing (including all fees/costs set forth in the Basic Terms), Products and Service offerings for reasons including, but not limited

to, changing market conditions, Product discontinuation, Product unavailability, manufacturer price changes, supplier price changes and errors in advertisements. FIVE NINES reserves the right to adjust charges should Client reduce, limit, or eliminate Client technology support resources and/or employee positions existing at the time of execution of this Agreement. All orders are subject to Product availability and the availability of personnel to perform the Services. If Services are performed on a time and materials basis, any estimates provided by FIVE NINES are for planning purposes only, provided that FIVE NINES shall receive prior written consent from Client prior to exceeding such estimate.

**4.8 Third-Party Agreements.** Client acknowledges and agrees that FIVE NINES may enter into contracts or agreements in respect of its performance of the Services with various third-party vendors, and that FIVE NINES shall pass through to Client, and Client shall be obligated to pay, all costs, fees or other payment obligations under or deriving from any such contracts or agreements, notwithstanding any pricing adjustment(s) that any third-party vendor may implement thereunder. Any pricing adjustments implemented under any such third-party contracts or agreements are solely at the discretion of the applicable third-party vendor.

**5. Coverage.**

**5.1** All contracted services will be provided to Client by FIVE NINES between the hours of 6:30 am and 10:00 pm Monday through Friday, Central Standard Time, excluding holidays observed by the United State federal government. FIVE NINES will make reasonable efforts to respond to emergency requests.

**6. Nondisclosure.**

**6.1 Use of Confidential Information.** FIVE NINES and Client shall only use Confidential Information for the purpose of performing Services under the Agreement, and shall make no use of the Confidential Information, in whole or in part, for any other purpose. Recipient shall not disclose the Confidential Information to third parties, unless Discloser has given its prior written authorization. The parties further agree to keep the confidential and safeguard such Confidential Information against unauthorized disclosure to others with at least the same degree of care as it exercises with its own information of a similar nature, but in no event less than reasonable care. In the event that Client provides written consent to FIVE NINES permitting disclosure of Client's Confidential Information to FIVE NINES' subcontractors performing services in connection with the Agreement, FIVE NINES' will ensure (a) the extent of such disclosure is reasonably necessary for such subcontractor to perform such services, and (b) such subcontractors comply with confidentiality, security, and privacy obligations no less protective of Client's Confidential Information than set forth in this Agreement and required by Applicable Law.

**6.2 Required Disclosure.** If the Recipient is required by subpoena or other court order to disclose any of the Confidential Information, it shall provide immediate notice of such request to the Discloser and shall use reasonable efforts to resist disclosure. If, in the absence of a protective order or the receipt of a waiver under this Agreement, the Recipient is legally required to disclose any Confidential Information, then Recipient may disclose such information without liability under this Agreement.

**6.3 Exceptions.** The obligations set forth in Section 6.1 shall not apply to Confidential Information that: (a) before the time of its disclosure was already in the lawful possession of the Recipient; or (b) at the time of its disclosure to Recipient is available to the general public or after disclosure to Recipient by Discloser becomes available to the general public through no wrongful act of the Recipient; or (c) Recipient demonstrates to have been lawfully and independently developed by Recipient without the use of or reliance upon any Confidential Information of the Discloser and without any breach of the Agreement.

**6.4 Remedies for Breach of Confidentiality.** The Confidential Information protected by the Agreement is of a special character, such that money damages, although available, may not be sufficient to award or compensate for any unauthorized use or disclosure of the Confidential Information. The parties agree that injunctive and other equitable relief would be appropriate to prevent any such actual or threatened unauthorized use or disclosure.

**6.5 Return or Destruction of Confidential Information.** Upon expiration or termination of the Agreement, Recipient will cease its use and within thirty (30) days and use commercially reasonable efforts to either (at the option of receiving party) return or destroy (and certify in a timely manner as to such destruction) all Confidential Information of the other party, including any copies thereof. Notwithstanding the foregoing, Recipient will be entitled to retain copies of Confidential Information to the extent required by law or regulation; provided, that for so long as it retains any Confidential Information, Recipient shall employ reasonable security measures and shall exercise reasonable care in protecting the confidentiality of such information as it does in protecting its own information similarly recorded or saved and will continue to be bound by the obligations under the Agreement in regards to all such Confidential Information. The parties' obligations under this Section regarding Confidential Information shall survive the expiration or termination of the Agreement.

**7. Ownership.**

**7.1 General.** All intellectual property rights associated with any ideas, concepts, techniques, processes, or other work product created by FIVE NINES during the course of performing Services shall belong exclusively to FIVE NINES, and Client shall have no right or interest therein.

**7.2 Managed Services Tools.** Notwithstanding anything to the contrary in this Agreement, FIVE NINES will retain all right, title, and interest in and to all software development tools, know-how, methodologies, processes, technologies, or algorithms used in providing the managed services which are based on trade secrets or proprietary information of FIVE NINES or are otherwise

owned or licensed by FIVE NINES. Licenses will not be deemed to have been granted by either party to any of its patents, trade secrets, trademarks, or copyrights except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require FIVE NINES or Client to violate the proprietary rights of any third party in any software or otherwise.

**7.3 Title to Products.** In performance of the Services, FIVE NINES may purchase hardware, software, and/or software licenses ("Products"), and act as reseller with respect to such Products to Client. Client agrees that ownership of any Products will pass from FIVE NINES to Client upon receipt and identification (set aside, marked, and labeled) of any such Products by FIVE NINES.

**7.4 FIVE NINES Equipment.** FIVE NINES may provide equipment owned by FIVE NINES to be housed at Client's premises. Such equipment may include, but is not limited to routers, desktops, servers, software, and remote backup devices. Such equipment shall be treated with the same care and security as similar equipment owned by Client. Client shall be held liable for any damage or loss of any such equipment less routine wear and tear. If such loss or damage occurs, Client will be invoiced the current replacement cost of the equipment plus shipping and handling and related installation charges.

## **8. Data Security.**

**8.1 Security.** Five Nines represents and warrants that its policies, business practices, and methodologies are in material compliance with Applicable Law. Five Nines will comply with any additional procedures and processes respecting Client's Confidential Information that Client (a) believes to be reasonably necessary for the Client to comply with any Applicable Laws and (b) provides to FIVE NINES in writing before the commencement of Services.

**8.2 Unauthorized Disclosure of Confidential Information.** Any actual loss, theft, unauthorized disclosure, or other compromise to the confidentiality, security, or integrity of any Client Confidential Information, shall be deemed a "business interruption" as defined in FIVE NINES' Business Continuity Management Policy and triggers said policy. FIVE NINES shall notify Client of any actual loss, theft, unauthorized disclosure, or other compromise to the confidentiality, security, or integrity of any Client Confidential Information, as soon as reasonably practicable after FIVE NINES' discovery thereof with complete information regarding the incident and measures taken to control or reduce the harm occasioned thereby and, at FIVE NINES' cost and expense (except only to the extent the unauthorized disclosure results solely from a security breach on Client's internal data systems, in which case it shall be at Client's cost and expense) shall take such actions required under Applicable Law in response to such incident which may include notifying the Client, law enforcement officials, other regulatory authorities, or affected Client Clients.

**8.3 Security; Access Rights.** FIVE NINES shall maintain reasonable and appropriate security policies, procedures, and systems to protect PHI or Confidential Information that FIVE NINES manages, processes, stores, or transmits (the "Security Program"). The Services will conform to the provisions of Applicable Law related to the privacy, security, and data protection and destruction of PHI and will include administrative, technical, and physical safeguards that are commensurate with the scope of FIVE NINES' activities and the sensitivity of Client's Confidential Information that FIVE NINES receives. FIVE NINES will ensure that the Services are designed to (i) protect the security, confidentiality and integrity of PHI and Client's Confidential Information, (ii) protect against any anticipated threats or hazards to the security and integrity of PHI and Client's Confidential Information, and (iii) protect against unauthorized access to such information or associated records which could result in substantial harm or inconvenience to any consumer. FIVE NINES shall regularly review all of the key controls, processes and procedures of the Security Program and update the Security Program to best protect against new threats and risks.

**8.4 Access Controls.** As a part of its Security Program, FIVE NINES shall provide for the following access controls: (i) access rights and privileges to information resources containing Confidential Information or PHI shall be granted only on a need-to-know basis and consistent with the level of access required, and (ii) immediately terminate access rights and privileges of FIVE NINES personnel when such personnel no longer provide services to Client, or otherwise do not require access rights and privileges.

**8.5 Security Practices; Audit.** FIVE NINES represents and warrants that it has up-to-date policies and procedures with respect to its internal controls, including proper controls to maintain in compliance with Applicable Laws and industry standards, and shall provide Client a copy of a summary of such policies and procedures as requested. To the extent such policies and procedures are materially amended thereafter, FIVE NINES will provide Client a copy of a summary of such amendment if such policy has, prior to the amendment, been requested by Client.

**8.6 Audit.** Annually during the term of this Agreement, FIVE NINES shall conduct a review of its internal controls related to the Security Program. The review shall assess compliance with the Security Program, where the findings and recommendations of which shall be set forth in a report (the "Report"). If requested, FIVE NINES shall deliver a copy of the Report to the Client promptly upon completion of each Report. If the Report contains any recommendations, FIVE NINES shall, at its sole cost and expense, promptly take all actions necessary to comply with such recommendations. If, at any time during the term of this Agreement, Client has reasonable material concerns regarding FIVE NINES' operational controls and such concerns are not addressed in the Report or in FIVE NINES' response to any recommendations therein, to the Client's reasonable satisfaction, Client shall so notify FIVE NINES and the parties shall promptly meet in an effort to resolve the stated concerns.

**8.7 Cooperation.** FIVE NINES agrees to, within ten (10) days of Client's written request, make available all records, books, agreements, policies, and procedures relating to Client's Confidential Information for the purpose of allowing Client or its agents or auditors to determine FIVE NINES' compliance with this Agreement. FIVE NINES further agrees to use its best efforts in any examination which may be requested by any governmental authority with audit and examination over Client, and provide any information that may be reasonably requested by any governmental authority in connection with their examination or review of Client.

8.8 The FIVE NINES geolocation policy located at <https://fivenines.com/glp> is incorporated herein by reference.

## 9. **Indemnity.**

9.1 **Indemnification of Client.** FIVENINES agrees to indemnify, defend, and hold harmless Client, its Affiliates, and each of their respective directors, officers, employees, and agents, from and against any and all judgments, settlements, penalties, costs and expenses (including reasonable attorney's fees) paid or incurred in connection with any third-party claim(s) relating to: the infringement or misappropriation of any valid third-party intellectual property rights by FIVE NINES in connection with its performance of the Services; provided, however, that in the event any such claim is made by any third party pursuant to the foregoing, FIVE NINES shall have the right, at its sole option and as Client's sole matter of recourse in respect thereof, to either (a) modify the Services to make them non-infringing or (b) procure the right for Client to continue receiving the Services as provided in the Agreement, provided further that such modified Services provide substantially similar functionality and otherwise comply with the terms of this Agreement. If FIVE NINES deems (a) or (b) not feasible or not commercially reasonable, FIVE NINES has the right to terminate the applicable Service Agreement. In the event of any such termination, FIVE NINES will refund to Client the unused portion of any amounts paid by Client for the affected Service. In addition, upon any such termination, Client shall cease the use of the applicable Service. Notwithstanding any language to the contrary, FIVE NINES shall have no obligation with respect to any claims of infringement that arise from: (i) modifications to the Services (other than by or on behalf of FIVE NINES); (ii) combinations of the Services with other software or products not provided or authorized by FIVE NINES; (iii) any modifications to the Services made at Client's request if such claim would not have occurred but for the requested modification; (iv) any unauthorized use of the Services by Client or otherwise under Client's account; (v) any Products; (vi) Client's breach of, or failure to perform under, the Agreement; or (vii) Client's gross negligence or willful misconduct.

9.2 **Indemnification of FIVE NINES.** Client agrees to indemnify, defend, and hold harmless FIVE NINES, its Affiliates, and each of their respective directors, officers, employees, and agents, from against any and all judgments, settlements, penalties, claims, actions, damages, liabilities, costs and expenses (including attorneys' fees and expenses) arising out of or related to (a) actions taken by FIVE NINES in accordance with Client's instructions, (b) Client's breach of the terms of this Agreement, or (c) bodily injury, death of any person, or damage to personal property (real or tangible) resulting from the negligent or willful acts or omissions of Client.

9.3 **Procedures.** The indemnities in this Section 9 are contingent upon: (i) the indemnified party promptly notifying the indemnifying party in writing of any claim which may give rise to a claim for indemnification (provided, however, that failure to provide such prompt notice to the indemnifying party shall not affect indemnification obligations thereunder in the absence of actual prejudice to the indemnifying party); (ii) the indemnified party shall permit the indemnifying party to assume and control the defense of any action upon the indemnifying party's written acknowledgment of the obligation to indemnify (unless, in the opinion of counsel of the indemnified party, such assumption would result in a material conflict of interest); and (iii) the indemnifying party shall not enter into any settlement or compromise of any claim without the indemnified party's prior written consent, which shall not be unreasonably withheld. In addition, the indemnified party may, at its own expense, participate in its defense of any claim. In the event that the indemnifying party assumes the defense of any such claim, the indemnifying party is not liable for attorney's fees and costs incurred by the indemnified party.

## 10. **Representation and Warranties.**

10.1 Each party represents and warrants to the other party that: (a) it has full power and authority to enter into the Agreement; (b) it is in compliance, and will continue to comply during the term of the Agreement, with all laws and regulations governing its possession and use of Client Data and its provision or use of the Services; and (c) it has the requisite corporate power and authority to execute, deliver, and perform its obligations under the Agreement.

10.2 FIVE NINES represents and warrants that it (a) owns or has acquired the requisite rights from third parties to the FIVE NINES property; and (b) shall not knowingly or negligently introduce undisclosed operational limiting routines, viruses, malicious code (a.k.a. "Trojans"), date bugs or copy protection devices, administrative interfaces (a.k.a. "Backdoors"), keystroke or data capture/transmission facilities (a.k.a. "Spyware") embedded in the Systems FIVE NINES uses to perform the Services and that it makes available to Client and its customers.

10.3 The Services shall be performed in a good, workmanlike, professional, and conscientious manner by experienced and qualified employees of FIVE NINES according to the generally accepted standards of the industry to which the Services pertain. For Services containing a deliverable, such Services will be deemed accepted by Client if not rejected in a reasonably detailed writing within five (5) days of submission to Client, or as otherwise identified in the applicable Service Agreement. In the event the Services provided by FIVE NINES are not in conformance with this warranty, Client must provide written notice to FIVE NINES within five (5) days after the performance of the Services and such notice will specify in reasonable detail the nature of the breach. Upon confirmation of the breach, FIVE NINES will use commercially reasonable efforts to take the steps necessary to correct the deficiency at no charge to Client. This is Client's sole and exclusive remedy for breach of this warranty.

10.4 EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, NEITHER PARTY MAKES ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM THE USAGE OF TRADE OR COURSE OF PERFORMANCE. NO EMPLOYEE, AGENT OR REPRESENTATIVE OF FIVE NINES IS AUTHORIZED TO MAKE ANY ADDITIONAL OR OTHER REPRESENTATIONS OR WARRANTIES ON BEHALF OF FIVE NINES. CLIENT IS NOT RELYING ON ANY OTHER REPRESENTATIONS OR WARRANTIES. IN ADDITION, CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT THE INTERNET IS NOT A SECURE MEDIUM, MAY BE INHERENTLY UNRELIABLE AND SUBJECT TO INTERRUPTION OR



DISRUPTION AND MAY BE SUBJECT TO INADVERTENT OR DELIBERATE BREACHES OF SECURITY, FOR WHICH FIVE NINES CANNOT BE HELD LIABLE.

**11. Limitation of Damages.**

**11.1 TO THE GREATEST EXTENT PERMITTED BY LAW AND EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS IN SECTION 9, FIVE NINES AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST DATA, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, BUSINESS INTERRUPTION ARISING FROM OR RELATING TO THIS AGREEMENT OR ARISING FROM OR RELATING TO THE USE OF THE SOFTWARE WHICH HAS BEEN MODIFIED BY ANYONE OTHER THAN FIVE NINES, LOSS OF PROGRAMS, AND THE LIKE, THAT RESULT FROM THE USE OR INABILITY TO USE THE SERVICES OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR DIRECTORIES, LOSS OF DATA, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE. THIS LIMITATION SHALL APPLY HOWEVER CLAIMS ARE CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR OTHER TORTS), EVEN IF (A) FIVE NINES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (B) DIRECT DAMAGES DO NOT SATISFY A REMEDY, OR (C) A LIMITED REMEDY SET FORTH IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.**

**11.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FIVE NINES'S TOTAL CUMULATIVE LIABILITY UNDER OR RELATING TO THE AGREEMENT AND THE SERVICES, REGARDLESS OF THE NATURE OF THE OBLIGATION, FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, STRICT LIABILITY, AND NEGLIGENCE), SHALL BE LIMITED IN ALL CASES TO AN AMOUNT WHICH SHALL NOT EXCEED, IN THE AGGREGATE, FEES PAID BY CLIENT TO FIVE NINES DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY FOR THE SERVICES THAT ARE THE BASIS OF THE PARTICULAR CLAIM AND UNDER THE APPLICABLE SERVICE AGREEMENT.**

**11.3 Except as expressly provided in the Agreement, Client acknowledges that (a) FIVE NINES is in no manner responsible for any action or inaction of any third party not engaged by it or under its control; (b) FIVE NINES has not represented that the services shall be uninterrupted, error-free, or without delay; and (c) FIVE NINES does not and cannot control the flow of data through the Internet, and such flow depends in large part on the performance of third parties whose actions or inactions can, at times, produce situations in which connections to the Internet (or portions thereof) may be impaired or disrupted. ACCORDINGLY, CLIENT ACKNOWLEDGES THAT FIVE NINES DISCLAIMS ALL LIABILITY RELATED TO EVENTS OUTSIDE OF ITS CONTROL AND/OR IN THE CONTROL OF THIRD PARTIES, AND CLIENT SHALL HAVE NO RIGHT TO RELY UPON ANY REPRESENTATION OR WARRANTY OF ANY THIRD PARTY IN RESPECT OF THE SERVICES PROVIDED HEREUNDER.** Further, Client acknowledges that, in providing the services, FIVE NINES shall necessarily rely upon information, instructions, and services from Client, its administrator, employees and agents, and other third parties providing computer and communications hardware, software, and Internet services. Except as expressly provided in the Agreement, Client fully and expressly assumes the risk associated with errors in such information, instructions, and services.

**11.4 EACH PARTY ACKNOWLEDGES THAT THE FOREGOING DAMAGES EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 11 REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND ACKNOWLEDGES THAT THE OTHER PARTY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT ABSENT SUCH EXCLUSIONS AND LIMITATIONS OF LIABILITY OR THAT THE PRICES PAID BY CLIENT FOR THE SERVICES WOULD HAVE BEEN HIGHER.**

**12. Non-Solicitation of Employees.**

**12.1 Each party acknowledges that the other has a substantial investment in its employees. In consideration of this investment, each party agrees not to solicit, hire, employ, retain, or contract with any employee (or former employee) of the other directly involved in the performance of this Agreement, without first receiving written consent. If any employee of a party is employed by the other (or any affiliate or subsidiary) in any capacity either during the term of this Agreement or within a 12 month period thereafter, the hiring party shall immediately pay the other an amount equal to 100% of the then current yearly salary or wage of such employee. This amount is intended by the parties to be a reasonable calculation of the projected costs to identify, recruit, hire and train suitable replacement personnel and not as a penalty. This Section does not apply to job opportunities posted on recruiting websites or in other publications in which one party seeks to find candidates for open positions (absent direct solicitation and/or recruitment).**

**13. Miscellaneous.**

**13.1 Equipment & Facilities.** Client agrees that FIVE NINES may utilize certain items of Client's equipment and may gain access to Client facilities. Client retains title and ownership in all of Client's equipment owned by Client and utilized by FIVE NINES. Facility access may be denied for any reason at any time, however if access to facilities is denied, Client understands that FIVE NINES may be unable to perform their duties adequately and if such a situation should exist, FIVE NINES will be held harmless.

**13.2 Passwords.** Client acknowledges that FIVE NINES may need access to any and all systems and resources to perform their duties under this contract. As such, Client will provide access to any and all passwords necessary to perform duties under the Agreement.

**13.3 Waiver.** The failure or forbearance of FIVE NINES or Client to enforce any right or claim against the other party shall not be deemed to be a waiver by FIVE NINES or Client of such right or claim or any other right or claim hereunder. The waiver by FIVE NINES or Client of a breach hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other provision.

**13.4 Entire Agreement.** This Agreement including all Addenda, Service Agreements, and all schedules, attachments and/or other documents attached hereto or incorporated by reference constitutes the entire agreement between the parties with respect to the subject hereof and supersedes all prior proposals, agreements, negotiations, correspondence, demonstrations, and other communications, whether written or oral, between FIVE NINES and Client. No modification or waiver of any provision hereof shall be effective unless made in writing signed by both FIVE NINES and Client.

**13.5 Severability.** If any provision hereof is determined in any proceeding binding upon the parties hereto to be invalid or unenforceable, that provision shall be deemed severed from the remainder of the Agreement, and the remaining provisions of the Agreement shall continue in full force and effect.

**13.6 Force Majeure.** Neither party shall be liable to the other party for any delay or failure to perform, which delay or failure is due to causes or circumstances beyond its control and without its fault or negligence, including acts of civil or military authority, national emergencies, labor strikes, fire, flood or catastrophe, acts of God, insurrection, war, riots or failure of transportation or a general and/or city-wide power failure. Each party shall use reasonable efforts to mitigate the extent of the aforementioned excusable delay or failure and their adverse consequences, provided however, that should any such delay or failure continue for more than thirty (30) days, the Agreement may be terminated without liability by the non-delaying party.

**13.7 Applicable Law and Venue.** The Agreement shall be governed and construed in all respects in accordance with the laws of the State of Nebraska. Any legal action or proceeding arising under this Agreement will be brought either in the federal court in the District of Nebraska or state courts located in Lancaster County, Nebraska and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

**13.8 Notices.** Except where provided otherwise, notices hereunder shall be in writing and shall be deemed to have been fully given and received when mailed by registered or certified mail, return receipt requested, postage prepaid, and properly addressed to the offices of the respective parties set forth beneath the parties' respective signatures to the Agreement, or at such address as the parties may later specify in writing for such purposes. The foregoing shall apply regardless of whether such mail is accepted or unclaimed.

**13.9 Successors and Assignment.** This Agreement shall inure to the benefit of, and be binding upon, any successor to or purchaser of FIVE NINES whether by contract, merger, or operation of law. Except for this limited right of assignment, neither party shall assign the Agreement or any right or interest under the Agreement, nor delegate any work or obligation to be performed under this Agreement, without the other party's prior written consent. Any attempted assignment or delegation in contravention of this provision shall be void and ineffective.

**13.10 Dispute Resolution.** Except for the right of either party to apply to a court of competent jurisdiction for a Temporary Restraining Order, Preliminary Injunction, or other equitable relief to preserve the status quo or prevent irreparable harm FIVE NINES and Client understand and agree that the implementation of this Agreement will be enhanced by the timely and open resolution of any disputes or disagreements between such parties. Each party hereto agrees to use its best efforts to cause any disputes or disagreements between such parties to be considered, negotiated in good faith, and resolved as soon as possible. In the event that any dispute or disagreement between the parties cannot be resolved to the satisfaction of FIVE NINES' Director of Service and the representative of the Client who signs this Agreement within ten (10) days after either organization has notified the other in writing of the need to resolve the specific dispute or disagreement within such ten (10) day period, then the dispute or disagreement shall be immediately referred in writing to the President of FIVE NINES and the President of Client (or their respective successors) for consideration. In the event that such officers of FIVE NINES and Client cannot resolve such dispute or disagreement to their mutual satisfaction within ten (10) days after the latter person has received written notice of the need to resolve the specific dispute or disagreement within such ten (10) day period, then the dispute or disagreement shall be immediately referred to in writing to the CEO of Five Nines and the CEO of the Client (or their respective successors) for consideration. No resolution or attempted resolution of any dispute or disagreement pursuant to this Section shall be deemed to be a waiver of any term or provision of the Agreement or consent to any breach or default unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

**13.11 Arbitration.** Except for the right of either party to apply to a court of competent jurisdiction for a Temporary Restraining Order, Preliminary Injunction, or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection and confirmation of the arbitrator, any and all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof which the parties are unable to resolve pursuant to the Dispute Resolution process contained in paragraph 12.11 of this Agreement shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association (AAA) then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties or in accordance with AAA rules. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Legal fees shall be awarded to the prevailing party in the arbitration. This Section shall not apply to routine collections actions.

**13.12 Export Compliance.** Client agrees to comply with all export and re-export control laws and regulations as may be applicable to any transaction hereunder, including, without limitation, the Export Administration Regulations promulgated by the United States Department of Commerce, the International Traffic in Arms Regulations promulgated by the United States Department of State, and any of the regulations promulgated by the Office of Foreign Assets Control of the United States Department of the Treasury. Client shall be solely responsible for such compliance with respect to Client Data and the Content that it provides to FIVE NINES.

13.13 **Insurance.** Each Party will obtain and maintain in effect during the term of this Agreement, a policy or policies of comprehensive general liability, workers' compensation, professional liability, cyber liability, and other types of insurance each deems necessary to protect their individual interests from such claims, liabilities, or damages which may arise out of the performance of their respective obligations under this Agreement. For the avoidance of doubt, each Party is solely responsible for insuring its personal property wherever located and each Party acknowledges that neither of them will insure the property of the other while it is in transit or in the possession of the opposite Party.

13.14 **Relationship of Parties.** The Parties hereto are independent contractors and this Agreement shall not create or imply an agency relationship between the Parties. Pursuant to and during the term of this Agreement, FIVE NINES may, from time to time, request that the Client execute such instruments and documents appointing FIVE NINES an agent of the Client for a specific limited purpose. An officer of Client shall, in a timely manner, execute and deliver to FIVE NINES or the third party requiring the same, such instruments designating FIVE NINES as Client's agent to the extent required by FIVE NINES to manage and perform to Services provided by it under this Agreement.

13.15 **Subcontractors.** FIVE NINES may engage subcontractors to perform services under any Service Agreement. Except as provided herein, FIVE NINES shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

13.16 **Captions.** The descriptive headings of the Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.

13.17 **Amendments.** No waiver of any right or remedy and no amendment, change or modification of the terms of this Agreement shall be binding on a Party unless it is in writing and is signed by the Party to be charged.

13.18 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be considered an original but all of which together will constitute one agreement.

13.19 **No Third Party Beneficiaries.** Except as provided in Section 9 (Indemnification), this Agreement does not and is not intended to confer any enforceable rights or remedies upon any person or party other than the Parties.

13.20 **Publicity.** Nothing contained in this Agreement shall be interpreted so as to permit FIVE NINES or Client to publicize its business relationship with the other Party or the nature of the Services performed for Client, without the other Party's prior written consent.

13.21 **Survival.** Those provisions that by their nature should survive termination of this Agreement, will survive termination. Without limiting the generality of the foregoing statement, Sections 7 (Ownership Rights); 9 (Indemnification); 10 (Representations and Warranties); and 11 (Limitation of Liability) shall survive any termination of this Agreement.

#### **ADDENDUM A:**

#### **TERMS SPECIFIC TO PRODUCT SALES ONLY**

This Addendum A: Terms Specific to Product Sales Only ("Addendum A") applies to any order for software, hardware, or Resold Services ("Products") made by Client, for its own internal use and not for resale, pursuant to a quotation issued by FIVE NINES ("Quotation"). As used in this Addendum A, the term "Resold Services" refers to services, which although ordered from FIVE NINES, are procured from and supplied by a third party (i.e., FIVE NINES does not directly perform or control the work) and are therefore considered Product. Any such orders shall be subject to the terms and conditions of this Addendum A.

#### **1. Product Returns and Warranty Assistance.**

(a) Client acknowledges that FIVE NINES is reselling all Products purchased by Client and that Products are manufactured and/or delivered by a third party.

(b) To the extent available, FIVE NINES shall pass through to Client the manufacturer's warranties for each Product and agrees to facilitate the manufacturer's return policies. In no event will FIVE NINES provide return or warranty coverage beyond that provided by the manufacturer. Products that are accepted for return are subject to the manufacturer's applicable restocking fee(s).

(c) Client acknowledges that the terms and conditions governing the use of Products shall be solely between Client and the manufacturer of such Products.

2. **Product Use and Product Warranty Disclaimer.** Client will not use the Products for use in life support, life sustaining, nuclear or other applications in which failure of such Products could reasonably be expected to result in personal injury, loss of life, or catastrophic property damage. Client agrees that FIVE NINES is not liable for any claim or damage arising from such use.

**FIVE NINES MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE PRODUCTS. FIVE NINES DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.**

3. **Shipment and Risk of Loss for Product Sales.** All shipments of Products to Client will be FOB point of shipment. Insurance coverage, freight charges, transportation costs, and all other expenses applicable to shipment to Client's identified point of delivery will be the responsibility of Client. Risk of loss will pass to Client upon delivery of the Products to the common carrier (regardless of who pays such common carrier) or Client's representative at the point of shipment.

4. **Product Security Interest.** Client grants FIVE NINES a security interest in the Products detailed in each Quotation, as security for payment in full. Client authorizes FIVE NINES to file and/or record any documents it deems necessary to perfect this security interest.

5. **Permitting Compliance for Product Sales.** Client will obtain all licenses, permits, and approvals required by any governmental agency, foreign or domestic, having jurisdiction over the transaction.

6. **Price and Payment.** The prices set forth in any Quotation are exclusive of all taxes, duties, licenses, and tariffs, payment of which shall be Client's obligation. Prices quoted are firm for thirty (30) days unless otherwise specified in the Quotation. Payment is due at the time of order. In the event Client chooses to finance its purchase using a third party, Client remains liable for payment to FIVE NINES until FIVE NINES receives complete payment from such third party. All payments will be made in US currency. Client will pay interest in the amount of one and one-half percent (1.5%) per month, or the maximum allowed by law whichever is lower, on any outstanding balance owed.

7. **Export.** Client agrees to comply with all export and re-export control laws and regulations as may be applicable to any transaction hereunder, including, without limitation, the Export Administration Regulations promulgated by the United States Department of Commerce, the International Traffic in Arms Regulations promulgated by the United States Department of State, and any of the regulations promulgated by the Office of Foreign Assets Control of the United States Department of the Treasury. Client covenants that it will not, either directly or indirectly, sell, (re)export (including, without limitation, any deemed (re)export as defined by applicable law), transfer, divert, or otherwise dispose of any Product, or related software or technology, to: (i) any country or region of a country (or nationals thereof) subject to antiterrorism controls, or a U.S. embargo, (ii) any destination prohibited (without a valid export license or other authorization) by the laws or regulations of the United States, or (iii) any person, entity, vessel, or aircraft identified on the Consolidated Screening List, a downloadable file of which is accessible at [http://export.gov/ecr/eg\\_main\\_023148.asp](http://export.gov/ecr/eg_main_023148.asp) (or utilize any such person, entity, vessel, or aircraft in connection with the activities listed above), without obtaining prior authorization from the competent government authorities, as required by the above-mentioned laws and regulations. Client certifies, represents and warrants that no Product shall be used for any military or defense purpose, including, without limitation, being used to design, develop, engineer, manufacture, produce, assemble, test, repair, maintain, modify, operate, demilitarize, destroy, process, or use military or defense articles. Notwithstanding any sale of Products by FIVE NINES, Client acknowledges that it is not relying on FIVE NINES for any advice or counseling on export control requirements. Client agrees to indemnify, to the fullest extent permitted by law, FIVE NINES from and against any fines, penalties and reasonable attorney fees that may arise as a result of Client's breach of this Section.

8. **Cancellation.** The purchase of Products may be canceled by Client only upon written approval of FIVE NINES and upon terms that indemnify FIVE NINES against all losses related to such cancellation.

9. **Limitation of Liability.** NO MONETARY RECOVERY IS AVAILABLE FROM FIVE NINES FOR WARRANTY CLAIMS. IN ADDITION, IN NO EVENT WILL FIVE NINES'S LIABILITY TO CLIENT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT IS THE BASIS FOR THE PARTICULAR CLAIM. FIVE NINES WILL NOT, IN ANY EVENT, BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, LOST OR DAMAGED DATA, AND LOSS OF BUSINESS OPPORTUNITY), HOWEVER CAUSED, ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, OR IN ANY WAY CONNECTED TO THIS ADDENDUM A, EVEN IF FIVE NINES HAS BEEN ADVISED OF SUCH DAMAGES AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, INFRINGEMENT OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY, CONTRIBUTION, OR OTHERWISE.

10. **Survival.** Those provisions that by their nature should survive termination of this Addendum A, will survive termination. Without limiting the generality of the foregoing statement, Sections 1, 2, 6, 7, and 9 shall survive any termination of the Agreement.

#### **ADDENDUM B:**

#### **TERMS SPECIFIC TO HOSTING SERVICES ONLY**

This Addendum B: Terms Specific to Hosting Services Only ("Addendum B") applies to any order services consisting of, but not limited to, network, storage and server devices, software programs, applications network management devices, and other items specified in a Managed Services Agreement ("Hosting Services"). Any such orders shall be subject to the terms and conditions of this Addendum B.

## 1. Definitions.

1.1. "Hosted Data" is Client Data including all data and information about Client's business(es), customers, employees, operations, facilities, products, markets, assets or finances that FIVE NINES obtains, creates, generates, collects or processes in connection with its performance of Services and is stored in the Hosting Environment.

1.2. "Hosting Environment" means FIVE NINES's application hosting environment for the delivery of Hosting Services.

## 2. Information Security.

2.1. **Security Measures.** FIVE NINES will maintain commercially reasonable security measures that are designed to (a) ensure the security of the Hosted Data stored by FIVE NINES in the Hosting Environment; (b) protect against any anticipated threats or hazards to the security or integrity of the Hosted Data stored by FIVE NINES in the Hosting Environment; and (c) protect against any unauthorized access to or use of the Hosted Data as stored by FIVE NINES in the Hosting Environment.

2.2. **Notification and Prevention Obligations.** Upon becoming aware, FIVE NINES shall promptly notify Client of any actual security breach in its Hosting Environment that may result in the unauthorized access to or disclosure of unencrypted Hosted Data. This notification will state in reasonable detail the Hosted Data at risk. FIVE NINES agrees to take all actions reasonably necessary under the circumstances to immediately prevent the continued unauthorized access of such information. FIVE NINES further agrees that in the event of a breach of confidentiality or security, it will work in good faith and cooperate with Client to address the breach. FIVE NINES shall not be responsible or liable for any security breach caused by Client.

2.3. **Audits by FIVE NINES.** FIVE NINES will conduct an annual Statement on Standards for Attestation Engagements, No. 16 (SSAE No. 16) or equivalent audit of its security measures. Upon Client's written request, FIVE NINES shall provide a copy of its most recent audit report. The report is to be treated as Confidential Information under this Agreement whether or not marked or otherwise identified as "Confidential" and remains the property of FIVE NINES.

2.4. **Audits by Client.** Client shall have the right to review FIVE NINES's security measures prior to the commencement of the Services and thereafter on an annual basis during the term of this Agreement. Such annual review may include an onsite audit, conducted by qualified personnel, of FIVE NINES's data centers in order to inspect the Hosting Environment to verify FIVE NINES's compliance with this Agreement. The dates of any onsite audit shall be mutually agreed upon by the Parties. Client shall be responsible for the entire cost of any onsite audit. FIVE NINES may charge Client on a time-and-materials basis at the then-current standard time and materials rate for Client audits and requests for information based on the length and detail of the audit/information requested. No such audit may include activities that might result in "downtime" or unavailability for the Hosting Environment. Any "downtime" or unavailability as a result of any audit by Client shall not count as downtime for purposes of any Managed Services Agreement and shall not be a breach of this Agreement or any Managed Services Agreement by FIVE NINES.

## 3. Client Responsibilities

3.1. **Acceptable Use.** Client is responsible for all acts and omissions of its Users in connection with receipt or use of the Services. Client agrees, and will ensure its Users agree, to act responsibly and not use the FIVE NINES Hosting Services for any illegal or unauthorized purpose including, but not limited to, hacking, phishing, spamming, identity theft, financial fraud, e-mail spoofing, virus distribution, network attacks, pirating software, harassment, using copyrighted text, sharing illegal software, and unauthorized use of images. FIVE NINES has the right to investigate potential violations of this Section. If FIVE NINES determines that a breach has occurred, then FIVE NINES may, in its sole discretion: (a) restrict Client's and Users' access to the Hosting Services; (b) remove or require removal of any offending Content; (c) terminate this Agreement for cause; and/or (d) exercise other rights and remedies, at law or in equity. Except in an emergency or as may otherwise be required by law, before undertaking the actions in this Section, FIVE NINES will attempt to notify Client by any reasonably practical means under the circumstances, such as, without limitation, by telephone or e-mail. Client will promptly notify FIVE NINES of any event or circumstance related to this Agreement, Client's or any User's use of the Hosting Services, or Content of which Client becomes aware, that could lead to a claim or demand against FIVE NINES, and Client will provide all relevant information relating to such event or circumstance to FIVE NINES at FIVE NINES's request. FIVE NINES agrees to allow Client complete and unrestricted access at all times to Client's software applications, devices, equipment, hardware, and all Services-related license files so that Client can audit its Users' compliance with the terms of this Agreement. Client agrees to indemnify, to the fullest extent permitted by law, FIVE NINES from and against any damages, costs, expenses, fines, penalties, and reasonable attorney fees that may arise as a result of Client's breach of this Section.

3.2. **Access.** Client agrees not to access the Hosting Environment by any means other than through the interface that is provided by FIVE NINES for use in accessing the Hosting Environment.

3.3. **Capacity Planning.** Client is solely responsible for determining whether the services, Hosting Environment, and related Content meet Client's capacity, performance, or scalability needs. Client is responsible for planning for and requesting changes to the Hosting Environment and services, including any additional capacity required to support anticipated peaks in demand that may significantly increase website hits, transaction volumes, or otherwise increase system resource utilization.

4. **Indemnification.** Client will indemnify, defend and hold harmless FIVE NINES and its officers, directors, shareholders, employees, agents, successors and assigns from any and all liabilities, damages, costs and expenses, including reasonable attorney's fees and expenses, arising out of any claim, suit or proceeding (threatened or otherwise) made or brought by a third party against FIVE NINES or its officers, directors, shareholders, employees, agents, successors and assigns based upon (a) any breach by Client of its obligations under Section 2.1 and Section 3.1 of this Addendum B and (f) any claim that FIVE NINES's possession, storage, or transmission of the Content or possession or use of the Client Components, infringes on, violates, or misappropriates any patent, copyright, trademark, service mark, trade secret or other intellectual property or proprietary rights of such third party.

5. **Survival.** Those provisions that by their nature should survive termination of this Addendum B, will survive termination. Without limiting the generality of the foregoing statement, Section 3.1 shall survive any termination of this Addendum B.



# Commonwealth Electric Company

## of the Midwest

5321 North 70<sup>th</sup> Street | Lincoln, NE 68507 | (402) 474-1341

February 6, 2025

To; Tate Guillotte  
Five Nines

RE: Pinnacle Bank Arena RFP No. 25-001 Network Infrastructure Refresh

To whom it may concern:

We are pleased to submit for your consideration our proposal for low voltage and electrical work for the above-mentioned project. It is our intention in submitting this scope letter to have a complete package. We do, however, make the following clarifications as to what our present bid entails.

Our proposal is based on the drawings listed below and related specifications and addenda by:

### Drawings:

- Admin Level - CP1.31 ver1
- Event Level - CP1.2 ver3
- Level 100 – Bowl – Set Map ver1
- Level 200 – Bowl – Seat Map ver2
- Level 300 – Bowl – Bowl – Seat Map ver1
- Level 300 – Concourse – CP1.6 ver1
- Main Concourse CP1.4 ver3
- Suite Level – CP1.5 ver2
- Festival Area Parking

### Addenda

- Addendum No. 1
- Addendum No. 2
- Addendum No. 3

### Clarifications

1. This proposal includes:
  - A. Installation of Wifi system as per meetings, site visits and documentation provided.
  - B. Installation of owner-supplied access points.
  - C. Installation, labeling and testing of (1) new Cat 6A cable to all new access points.
  - D. Commonwealth Electric will provide all patch cables.
  - E. Core drilling and sleeves for cable access as required.
  - F. J-hook installation from existing pathways as needed.
  - G. Removal of existing WAPs and associated cabling.
  - H. COMMSCOPE 25 year manufacturer's warranty.
  - I. All required permits and inspection fees for electrical work covered by this contract.
2. This proposal does not include:

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# Commonwealth Electric Company

## of the Midwest

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- A. Supplying access points or head-end equipment.
  - B. Fiber Optic cabling.
  - C. Boring or trenching to parking lot festival area. It is assumed that power and fiber are existing.
  - D. Programming or setup.
  - E. Removing or replacing seats as needed to perform our work. This is to be done by others.
  - F. Painting except for touch-up of standard finishes on equipment that is furnished and installed by us.
  - G. Any NETA testing, breaker or relay coordination studies, or an arc flash study.
  - H. Any ceiling, floor or wall removal, repair, repainting, or replacement if required for installation of new raceways or cabling as shown on the drawings.
  - I. Any BIM Coordination.
3. Our proposal is based on a normal 8 hour per day, 40 hour per week work schedule.
  4. Our proposal is based on contract being issued with adequate time allowed for material procurement to maintain the project schedule.
  5. Our proposal does not include any acceleration costs to recover for delays not caused by Commonwealth Electric Company of the Midwest.
  6. Our proposal is based on the determination that we will participate in the development of and revisions to a mutually agreed upon construction schedule.
  7. We will not participate in liquidated damage expenses if damages are due to any cause other than our own actions.
  8. We exclude all demolition, painting and patching of existing walls, floors, ceilings, roofs and other interior, exterior, above grade and below grade concrete or asphalt surfaces.
  9. We will not be responsible for work done on our account unless specifically authorized by us in writing.
  10. We will not accept a contract with a Broad Form Hold Harmless Clause.
  11. This scope letter must be made part of our contract.
  12. This proposal is based on entering into a subcontract with your firm that is not more exacting than the contract between your firm and the owner.
  13. This proposal is based upon the understanding that you and all of your subcontractors will comply with the current applicable terms and provision of the Occupational Safety and Health Laws and Regulations and current Hazardous Communication Laws. Commonwealth Electric Company of the Midwest will not accept any liability imposed upon us caused from your non-compliance with the above, or that of your subcontractors.

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14. Our proposal will remain firm for a period of thirty (30) days from the date of this document, at which time we reserve the right to re-evaluate for possible adjustment(s) in pricing.
15. Based on the above clarifications, we are offering the following firm lump sum pricing for the above mentioned electrical work.

Base Bid \$724,750.00

Performance, Payment and maintenance Bonds (Add, If Required) \$ 6,550.00

We appreciate the opportunity to provide you with our proposal on this project. Your consideration of our firm for completing the electrical work is valued and appreciated. Please do not hesitate to contact us should you have any questions regarding our proposal.

Sincerely,



**Commonwealth  
Electric Company**  
of the Midwest

**Committed to Excellence**

**100% Employee  
Owned**

### Todd Starkey | Project Manager III

Commonwealth Electric Company of the Midwest – Lincoln, NE

402.473.2248 | Direct

402.430.2645 | Cell

[www.commonwealthelectric.com](http://www.commonwealthelectric.com)

**Customers | Employees | Character | Mastery**



**Commonwealth  
Electric Company**  
of the Midwest

**Committed to Excellence**

### Matt Briggs

*Senior Service Manager*

**Direct** (402)473-2205 | **Cell** (402)429-2102

5321 N 70th Street | Lincoln, NE | 68507

**CUSTOMERS | EMPLOYEES | CHARACTER | MASTERY**

*100% Employee Owned*



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February 5, 2025

Tate Guillotte  
Five Nines Technology Group  
5617 Thompson Creek Blvd  
Lincoln, NE 68516

RE: Scope of Delivery – Expectation for Professional Services  
Extreme Networks Document Number: 092724A2.GHP

Dear Mr. Guillotte,

Extreme Networks Inc. is pleased to support Five Nines Technology Group's (Customer) networking requirements with the appointment of our Networking Professionals. Extreme will provide qualified Network Consultants to work with Five Nines Technology Group on the Pinnacle Bank Arena wireless deployment both onsite and remotely.

This engagement will be performed on a fixed price basis. While engaged either onsite or remotely, the Network Consultant will take direction from Five Nines Technology Group's appointed contact, and all work will be performed on a commercially reasonable efforts basis. The ESUs required for this assignment is One Hundred Twenty Eight (128) ESU's (Extreme Service Units).

Outline of Project Deliverables and Expectations

In Scope Product –

Product	QTY
7520-48Y-8C-AC-F	2
7520-48XT-6C-AC-F	2
5520-48W	47
ISW-4W-4WS-4X	3
AP5050D-WW	30
AP5020-WW	229
AP5050U-WW	380
Extreme Management (XIQ-SE)	1
Extreme Control (NAC)	2
Extreme Wireless Controller(XIQ-C)	2
Extreme Analytics	1

**RF Engineer:**

- Pre-engineering support
  - Verify all in scope Extreme products are onsite.
  - Staging of all Extreme wireless controllers prior to physical deployment.
    - Unbox, assemble, and bench test.
  - Ensure all product firmware is upgraded to the Extreme EVC recommended version.
  - Create new configurations based upon agreed designs for all in scope wireless devices.
  - AP placement and planning review.
  - Review existing RF channel and power plan.
  - Create and maintain a master Wi-Fi plan. Finalize AP placements and mounting direction with cabling and construction coordinator.
  - Provide construction installation team with AP assembly and mounting instructional guide.
- AP Installation Management and Best Practice
  - Validate final RF channel and power plans with Network Engineer.
  - Configuration of all in scope wireless devices per Extreme recommended best practice.
  - Verify best practice from Extreme EVC are followed for all in scope wireless device configurations.
  - AP troubleshooting as needed.
  - Work with the install team to ensure proper AP mounting and grounding procedures are followed.
  - Perform visual inspections of a sampling of wireless APs for proper mounting.
    - Proper grounding, angle/tilt (where appropriate), safety straps, drip loops, and labeling– if applicable.
    - Ensure APs are securely mounted.
    - Verify cabling service loops are adequate.
    - Physical AP installation to be completed by others.
  - Provide the customer with knowledge transfer of system configuration.
- Testing and Tuning
  - RF analysis to validate signal and delivery standards.
  - Identify and report any sources of interference.
  - Conduct AirCheck survey of sample areas throughout the stadium seating areas during two (2) live events.
  - Conduct wireless surveys for concourse, and back of house, utilizing industry standard tools such as Ekahau, iBwave, etc.
  - Oversee corrective action, retesting and documentation of system improvements.
- Post Install Documentation
  - Wireless configurations.
  - Final master Wi-Fi plan, which will include:
    - AP inventory by location.
    - Configuration – channel and power settings.
    - AP placement by model and serial number.
    - Angle, tilt (if appropriate) IDF and physical location of each wireless AP.
  - Complete AirCheck surveys of seating areas.
  - Active survey reports for concourses, back of house.

**Network Engineer:**

- Pre-Engineering Support
  - Verify all Extreme products are onsite.

- Review of physical network diagram with customer.
- Validate core L2/L3 design.
- Complete topology design (physical/VLAN's/subnetting)
- **Solution Configuration**
  - Staging of all Extreme switches and wireless controllers prior to physical deployment.
    - Unbox, assemble and bench test.
  - Ensure all product firmware is upgraded to the Extreme EVC recommended version.
  - Create new configurations based upon agreed designs for all in scope switches and wireless devices.
  - Configuration of all in scope Extreme products listed above, per the final design created during the pre-engineering support phase and Extreme recommended best practice.
  - Provide the customer with knowledge transfer of system configuration.
- **Post Install Documentation**
  - Switch and AP inventory
  - Wireless and Switch configurations.
  - Core MDF diagram and rack diagram
  - Final master Wi-Fi plan, which will include:
    - Configuration – channel and power settings.
    - AP placement by model and serial number.
    - For each AP - angle, tilt (if appropriate) IDF and physical location.
  - Complete AirCheck surveys of seating areas.
  - Active survey reports for concourses, back of house.

#### **Project Management (Remote)**

Extreme will provide an experienced Project Manager to support the WLAN project. The Project Manager role is to provide centralized project communications and administration as part of the overall engagement. The Project Manager is responsible for project completion on time and within budget. The Project Manager will work closely with all project staff throughout the entire project. This resource will report directly to the Customer Project Manager as part of the implementation team. The PM will be responsible for:

- Operate as a single point of contact between customer and Extreme engineering, coordinating efforts throughout the project to final completion.
- Develop and maintain project timeline.
- Create and maintain overall project plan.
  - Create and maintain overall project plan for implementation projects.
  - Oversee project estimations and the development of project deliverables.
  - Establish and maintain processes to manage scope throughout the project lifecycle.
  - Coordination with the construction and subcontractors' deliverables.
- Oversee RF and Network engineer task completion and schedules.
- Lead weekly status meetings to provide updates on progress, issues log, open items, next steps and lessons learned. Supply meeting minutes for each status meeting. Assess and manage risk throughout the project cycle, ensuring timely communication of any potential issues that arise.
- Coordinate final project deliverables and documentation to be provided to the customer.

## Extreme EVC

Extreme Networks Premier Services will complete the Extreme EVC certification for new installations with a multi-visit physical inspection, configuration, hardware log, reporting and final documentation review.

### Tasks for Review/Collection:

- Review firmware levels for all hardware and software (reference stadium recommendations).
- Retrieve logs / tech support from all Switches / WLAN Controllers / Aps / Extreme Management
- Review configuration files for Core and Edge Switching / Routing / Controller / AP / NAC to ensure EVC requirements and best practices are properly configured:
  - Core & Distribution Switches
  - Edge Switches
  - XCC Wireless Controllers & Access Points
  - XMC / NAC
  - Venue Analytics
- General review of the configuration of these devices and services:
  - DHCP
  - DNS
  - Firewall

### Visual Inspection:

- Visual inspection of installed devices (switches, controllers, APs).
  - Visual inspection during walkthrough - bring camera to note any physical damage.
  - Confirm closet health / safety - no water, heating cooling, power redundancy.
  - Physical security. Ensure switches are racked correctly.
  - All IDF/MDF locations will be inspected.
  - All AP mounting and installation methods will be thoroughly inspected.

### Access Point and Antenna Inspection:

- The following checks will be performed for all AP's and antennas.
  - Ensure paint matches venue aesthetic and is not covering logo or LED lights.
  - Verify AP mounting is secure with safety strap.
  - Confirm AP's visible to the open air are grounded.
  - Ensure antenna cables, if applicable, are wrapped with Extreme approved weather tape.
  - Verify APs are labeled properly.
  - Confirm drip loop is used for cables.
  - Verify antennas are pointed in correct direction for desired coverage.

### IDF/MDF Inspection:

- The following checks will be made for the IDF / MDF's.
  - Cabinet style IDFs physical inspection
  - Physical security
  - Check for environmental conditions – good airflow, temperature, condensation.
  - IDF racks should be secured to the floor or wall and grounded.
  - Temperature of IDF area
  - Condensation build-up, ensure no fluids are dripping on equipment.
  - Dirt/Dust



- Proper electrical supply is provided. Check for separate circuits to supply redundant power sources for equipment.
- Check UPS (if applicable) and check load on current system.
- Cabling Management – correct radius on fiber bends, labeled, length of cross connects, no frayed or exposed cable or network connectors (RJ45)
- Check for any unplugged equipment.

**Carrier Offload Review:**

- The following checks will be made for each carrier offload implemented:
  - Multiple device types successfully authenticate.
  - Multiple device types successfully roam without re-authenticating.
  - Radius accounting is configured properly.
  - Carrier reporting is properly configured.

**Reporting:**

- Verify stadium and venue reporting modules are installed and functioning.
  - Game Day Reporting
  - Carrier Offload Reporting
  - Venue Analytics Reporting

**Documentation Review:**

- Verify the following documentation is complete and accurate.
  - Network Diagram
  - AP Placement Maps
  - Channel and Power Plan
  - As Built Documentation
  - Naming & Labeling Convention

**EVC Certification Report Deliverables:**

- The EVC Certification Report will consist of the following.
  - Certification Review Summary
  - Findings from logs and network audit
  - Required updates / changes.
  - Best practice recommendations
  - Pictures and identification of various components of installation

**Stadium and Venue Network Solution Training**

A three-day onsite course, which offers valuable insight for end users to efficiently manage and maintain their Stadium and Venue network solution. Participants will gain essential knowledge on how to manage the network, implement changes, troubleshoot issues, maintain EVC certification status, generate reports, and prepare for game day.

**Course content includes:**

- Stadium Network Solution Anatomy
  - i. Core Switching
  - ii. Distribution & Edge Switching
  - iii. Extreme Control
  - iv. Cloud IQ (XIQ-C) WLAN Controller



v. Access Points

vi. Business Insights

- Carrier Offload
  - i. Verizon, T-Mobile, Sprint AT&T
- Adds, Moves and Changes
- Firmware Recommendations and Upgrades
  - i. Stadium & Venue Recommended Firmware
  - ii. Upgrade Procedures and Best Practices
- Stadium & Venue Reporting
- Basic troubleshooting and support engagement
- Gameday Preparation and Reporting
- Q&A

**Assumptions:**

- Extreme will engage with customer after receipt of PO to discuss a mutually agreed upon schedule.
- Extreme deployment and configuration is in support of fan facing Wi-Fi only.
- Customer is responsible for providing secure staging area with sufficient power, HVAC, tables, chairs, etc.
- Customer is responsible for product receipt, inventory and unpacking of product.
- Customer is responsible for physical mounting of wireless APs, switch rack/stack and patching of equipment.
- Customer is responsible for inventory, inventory management and storage.
  - Inventory includes scanning product barcodes into Excel file and labeling product for tracking and placement.
- Customer is responsible to resolve any issues discovered during IDF walk throughs. Potential issues can be space, power, HVAC, cabling, lighting, etc.
- Extreme Networks is not responsible for third party networking services. Including, but not limited to: DHCP/DNS, Firewall, Active Directory, Radius, etc.
- Extreme Networks is not responsible for captive portal.
- Customer is responsible for all cables, racks, rack screws.
- Estimate is for deliverables outlined above. Any deliverables outside of those listed above are considered outside of the scope of this engagement and are subject to additional ESU requirements.

Upon completion of the services described within this Scope of Delivery, or a portion thereof, the customer will be required to sign the ESU Acceptance Form confirming the number of ESUs retired. Any remaining ESU balance will be available for usage prior to their expiration. Services requiring an additional deployment of an Extreme Engineer will incur an additional charge and a new or amended PO will be required.

Five Nines Technology Group is prohibited from hiring, soliciting for employment, or otherwise engaging the Extreme employees working on this engagement for a period of 12 months from the end of any engagement.

This Scope of Delivery is an outline of services to be performed and shall be governed by Extreme's standard Professional Services Terms and Conditions. The terms and conditions are available on the Extreme website at:

<http://learn.extremenetworks.com/rs/extreme/images/Professional-Services-Terms-and-Conditions.pdf>



The above estimate/scope is valid for 90 calendar days from the date of this document. Anything beyond 90 days from the date listed will need to be reviewed by Extreme Professional Services and a new scope/estimate provided.

If I can be of further assistance, please contact me directly on 614-499-9719. Thank you for providing Extreme the opportunity to assist you in this endeavor.

Best regards,

Paul Litwin, Account Executive

Extreme Networks, Inc.

By issuing a PO, the customer acknowledges proposal acceptance of this Scope of Delivery.

Extreme Networks Service Part Number: PS-ESU-1 (qty 116) PS-ESU-PM (qty 12)

Extreme Networks Document Number: 092724A2.GHP

ekahau

ecse  
DESIGN

RJ ODonnell

has successfully completed the ECSE Design course and passed the exam.

D-7796

ECSE Number

Sep 13, 2027

Valid Until

The ECSE Design course ensures foundational knowledge of Wi-Fi principles and validates the skills required to design, optimize, and troubleshoot enterprise Wi-Fi networks using Ekahau products. ECSE Design certificate holders are trained in gathering accurate network requirements, creating predictive wireless designs, performing spectrum analysis, troubleshooting, and surveying network performance.

*Bruce D. Strosser*

Bruce Strosser  
SVP, Finance

**Bicsi**  
CONTINUING EDUCATION  
CREDIT PROVIDER

Event ID  
OV-EKAH-WA-0124-1

BICSI CECs Awarded  
27 BICSI CECs





# ***CERTIFICATE OF COMPLETION***

**Jason Arney**

has completed the Ekahau Measure Video On-Demand series on

**September 25, 2024**

A handwritten signature in black ink that reads "Bruce D. Strosser".

**Bruce Strosser**  
SVP, Finance





PA-3410



PA-3420



PA-3430



PA-3440

# PA-3400 Series

Palo Alto Networks PA-3400 Series ML-Powered NGFWs—comprising the PA-3440, PA-3430, PA-3420, and PA-3410—target high-speed internet gateway deployments. The PA-3400 Series appliances secure all traffic.

## Highlights

- World's first ML-Powered NGFW
- Eleven-time Leader in the Gartner Magic Quadrant for Network Firewalls
- Leader in the Forrester Wave: Enterprise Firewalls, Q4 2022
- Extends visibility and security to all devices, including unmanaged IoT devices, without the need to deploy additional sensors
- Native web proxy support in NGFW to simplify and consolidate management of firewall and proxy functionalities
- Supports high availability with active/active and active/passive modes
- Delivers predictable performance with security services
- Supports centralized administration with Panorama<sup>®</sup> network security management
- Maximizes security investments and prevents business disruptions with Strata<sup>™</sup> Cloud Manager

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The world's first ML-Powered Next-Generation Firewall (NGFW) enables you to prevent unknown threats, see, and secure everything—including the internet of things (IoT)—and reduce errors with automatic policy recommendations.

The controlling element of the PA-3400 Series is PAN-OS®, the same software that runs all Palo Alto Networks NGFWs. PAN-OS natively classifies all traffic, inclusive of applications, threats, and content, and then ties that traffic to the user regardless of location or device type. The application, content, and user—in other words, the elements that run your business—then serve as the basis of your security policies, resulting in improved security posture and reduced incident response time.

## Key Security and Connectivity Features

### ML-Powered Next-Generation Firewall

- Embeds machine learning (ML) in the core of the firewall to provide inline signatureless attack prevention for file-based attacks while identifying and immediately stopping never-before-seen phishing attempts.
- Leverages cloud-based ML processes to push zero-delay signatures and instructions back to the NGFW.
- Uses behavioral analysis to detect IoT devices and make policy recommendations; cloud-delivered and natively integrated service on the NGFW.
- Automates policy recommendations that save time and reduce the chance of human error.

### Identifies and Categorizes All Applications, on All Ports, All the Time, with Full Layer 7 Inspection

- Identifies the applications traversing your network irrespective of port, protocol, evasive techniques, or encryption (SSL/TLS). In addition, it automatically discovers and controls new applications to keep pace with the SaaS explosion with SaaS Security subscription.
- Uses the application, not the port, as the basis for all your safe enablement policy decisions: allow, deny, schedule, inspect, and apply traffic-shaping.
- Offers the ability to create custom App-ID™ tags for proprietary applications or request App-ID development for new applications from Palo Alto Networks.
- Identifies all payload data within the application (e.g., files and data patterns) to block malicious files and thwart data exfiltration attempts.
- Creates standard and customized application usage reports, including software-as-a-service (SaaS) reports that provide insight into all sanctioned and unsanctioned SaaS traffic on your network.
- Enables safe migration of legacy Layer 4 rule sets to App-ID-based rules with built-in Policy Optimizer, giving you a rule set that is more secure and easier to manage.

Check out the [App-ID tech brief](#) for more information.

### Enforces Security for Users at Any Location, on Any Device, While Adapting Policy Based on User Activity

- Enables visibility, security policies, reporting, and forensics based on users and groups—not just IP addresses.
- Easily integrates with a wide range of repositories to leverage user information: wireless LAN controllers, VPNs, directory servers, SIEMs, proxies, and more.
- Allows you to define Dynamic User Groups (DUGs) on the firewall to take time-bound security actions without waiting for changes to be applied to user directories.
- Applies consistent policies irrespective of users' locations (office, home, travel, etc.) and devices (iOS and Android mobile devices; macOS, Windows, and Linux desktops and laptops; Citrix and Microsoft VDI; and terminal servers).

- Prevents corporate credentials from leaking to third-party websites and prevents reuse of stolen credentials by enabling multifactor authentication (MFA) at the network layer for any application without any application changes.
- Provides dynamic security actions based on user behavior to restrict suspicious or malicious users.
- Consistently authenticates and authorizes your users, regardless of location and where user identity stores live, to move quickly toward a Zero Trust security posture with Cloud Identity Engine—an entirely new cloud-based architecture for identity-based security.

Check out the [Cloud Identity Engine solution brief](#) for more information.

## Prevents Malicious Activity Concealed in Encrypted Traffic

- Inspects and applies policy to SSL/TLS-encrypted traffic, both inbound and outbound, including for traffic that uses TLSv1.3 and HTTP/2.
- Offers rich visibility into TLS traffic, such as amount of encrypted traffic, SSL/TLS versions, cipher suites, and more, without decrypting.
- Enables control over use of legacy TLS protocols, insecure ciphers, and misconfigured certificates to mitigate risks.
- Facilitates easy deployment of decryption and lets you use built-in logs to troubleshoot issues, such as applications with pinned certificates.
- Lets you enable or disable decryption flexibly based on URL category, source and destination zone, address, user, user group, device, and port for privacy and regulatory compliance purposes.
- Allows you to create a copy of decrypted traffic from the firewall (i.e., decryption mirroring) and send it to traffic collection tools for forensics, historical purposes, or data loss prevention (DLP).
- Allows you to intelligently forward all traffic (decrypted TLS, undecrypted TLS, and non-TLS) to third-party security tools with network packet broker and optimize your network performance and reduce operating expenses.

Refer to this [decryption whitepaper](#) to learn where, when, and how to decrypt to prevent threats and secure your business.

## Offers AI-Powered Unified Management and Operations with Strata Cloud Manager

- **Prevent network disruptions:** Forecast deployment health and proactively identify capacity bottlenecks up to seven days in advance with predictive analytics to proactively prevent operational disruptions.
- **Strengthen security in real time:** AI-powered analysis of policies and real-time compliance checks against industry and Palo Alto Networks best practices.
- **Enable NetSec management and ops:** Easily manage configuration and security policies across all form factors, including SASE, hardware and software firewalls, and all security services to ensure consistency and reduce operational overhead.

## Native Web Proxy Support for the Next-Generation Firewall

- Ability to consolidate firewall and proxy into a single platform while managing capabilities through a centralized management platform to build policies.
- Ability to support explicit proxy through PAC files and also transparent proxy.
- Explicit proxy can help with no-default route architectures with on-premises proxy deployments.
- Explicit proxy supports authentication with Kerberos and SAML.
- Transparent proxy setup is simplified without the need for WCCP or authentication.

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## Best-in-Class Cloud-Delivered Security Services Powered by Precision AI

The typical enterprise's attack surface has grown significantly with the mass adoption of hybrid work, cloud, internet of things (IoT), and software as a service (SaaS). Furthermore, the threat landscape is rapidly intensifying due to easily being able to access and use hacker-friendly tools and resources in their campaigns. Traditional network security solutions and approaches are no longer effective. With Palo Alto Networks Cloud-Delivered Security Services, customers can benefit from best-in-class, real-time security to help them protect all users, devices, and data in their network, regardless of location.

Palo Alto Networks security services use the power of Precision AI™ inline to stay ahead of threat actors and stop new and never-before-seen threats in real time. Through shared threat intelligence across over 70,000 customers worldwide, they have insights into emerging threats and can act proactively. Finally, seamless integration with NGFW and SASE eliminates security gaps and offers customers a single pane of glass to view and manage their security.

Services include:

- **Advanced Threat Prevention:** Stop known and unknown exploits, malware, spyware, and command-and-control (C2) threats, including 60% more injection attacks and 48% more highly evasive C2 traffic than traditional IPS solutions with industry-first zero-day attack prevention.
- **Advanced WildFire®:** Ensure safe access to files with the industry's largest malware prevention engine, stopping up to 22% more unknown malware and turning detection into prevention 180X faster than competitors.
- **Advanced URL Filtering:** Ensure safe access to the web and prevent 40% more threats in real time than traditional filtering databases with industry-first prevention of known and unknown phishing attacks, stopping up to 88% of malicious URLs at least 48 hours before competitors.
- **Advanced DNS Security:** Protect your DNS traffic and stop advanced DNS-layer threats, including DNS hijacking, all in real time with 2X more DNS-layer threat coverage than competitors.
- **Next-Generation CASB:** Discover and control all SaaS consumption in your network with visibility into 60K+ SaaS apps and protect your data with 28+ API integrations.
- **IoT Security:** Secure your blind spots and protect every connected device unique to your vertical with the industry's most comprehensive Zero Trust solution for IoT devices, discovering 90% of devices within 48 hours.

## Delivers a Unique Approach to Packet Processing with Single-Pass Architecture

- Performs networking, policy lookup, application and decoding, and signature matching—for all threats and content—in a single pass. This significantly reduces the amount of processing overhead required to perform multiple functions in one security device.
- Avoids introducing latency by scanning traffic for all signatures in a single pass, using stream-based, uniform signature matching.
- Enables consistent and predictable performance when security subscriptions are enabled. (In table 1, "Threat Prevention throughput" is measured with multiple subscriptions enabled.)

## Enables SD-WAN Functionality

- Allows you to easily adopt SD-WAN by simply enabling it on your existing firewalls.
- Enables you to safely implement SD-WAN, which is natively integrated with our industry-leading security.
- Delivers an exceptional end-user experience by minimizing latency, jitter, and packet loss.

**Table 1: PA-3400 Series Performance and Capacities**

			PA-3430	
Firewall throughput (appmix)*			29 Gbps	
Threat Prevention throughput (appmix)†			15 Gbps	
IPsec VPN throughput‡			12 Gbps	
Max concurrent sessions§			2.5M	
New sessions per second			240,000	
Virtual systems (base/max)#			1/11	

Note: Results were measured on PAN-OS 11.2.

\* Firewall throughput is measured with App-ID and logging enabled, utilizing appmix transactions.

† Threat Prevention throughput is measured with App-ID, IPS, antivirus, antispysware, WildFire, file blocking, and logging enabled, utilizing appmix transactions.

‡ IPsec VPN throughput is measured with 64 KB HTTP transactions and logging enabled.

§ Max concurrent sessions are measured utilizing HTTP transactions.

|| New sessions per second is measured with application override, utilizing 1 byte HTTP transactions.

# Adding virtual systems over base quantity requires a separately purchased license.

**Table 2: PA-3400 Series Networking Features**

Interface Modes
L2, L3, tap, virtual wire (transparent mode)
Routing
OSPFv2/v3 with graceful restart, BGP with graceful restart, RIP, static routing
Policy-based forwarding
Point-to-Point Protocol over Ethernet (PPPoE)
Multicast: PIM-SM, PIM-SSM, IGMP v1, v2, and v3
Bidirectional Forwarding Detection (BFD)
IPsec and SSL VPN
Key exchange: manual key, IKEv1, and IKEv2 (pre-shared key, certificate-based authentication)
Encryption: 3des, AES (128-bit, 192-bit, 256-bit)
Authentication: MD5, SHA-1, SHA-256, SHA-384, SHA-512
GlobalProtect® large-scale VPN for simplified configuration and management*
Secure access over IPsec and SSL VPN tunnels using GlobalProtect Gateway and portals*
VLANs
802.1Q VLAN tags per device/per interface: 4,094/4,094
Aggregate interfaces (802.3ad), LACP
Network Address Translation
NAT modes (IPv4): static IP, Dynamic IP, Dynamic IP and Port (port address translation)
NAT64, NPTv6
Additional NAT features: Dynamic IP reservation, tunable Dynamic IP and Port oversubscription

\* Requires GlobalProtect license.

Table 2: PA-3400 Series Networking Features (continued)
High Availability
Modes: active/active, active/passive, HA clustering
Failure detection: path monitoring, interface monitoring
Mobile Network Infrastructure† (PA-3440 and PA-3430)
5G Security
GTP Security
SCTP Security

† For additional information, refer to our [ML-Powered NGFWs for 5G](#) datasheet.

Table 3: PA-3400 Series Hardware Specifications
I/O
PA-3430: 1G/2.5G/5G/10G (12), 1G/10G SFP/SFP+ (10), 25G SFP28 (4), 40G/100G QSFP/QSFP28 (2)
Management I/O
100/1000 out-of-band management port (1)
100/1000 high availability (2), 10G SFP+ high availability (1)
RJ-45 console port (1), Micro USB (1)
Storage Capacity
480 GB SSD
Power Supply (Avg/Max Power Consumption)
Redundant 450-watt AC (133W/190W)
Max BTU/hr
650
Input Voltage Frequency
AC: 100–240 VAC (50–60Hz)
Max Current Consumption
AC: 1.9 A @ 100 VAC, 0.8 A @ 240 VAC
Mean Time Between Failure (MTBF)
22 years
Rack Mount Dimensions
1U, 19" standard rack 14.15" x 17.15" x 1.70"
Weight (Standalone Device/As Shipped)
15.5 lbs/25 lbs
Safety
cTUVus, CB
EMI
FCC Class A, CE Class A, VCCI Class A



PA-440



PA-450



PA-460



PA-455



PA-410



PA-415-5G



PA-455-5G



PA-445



PA-415

# PA-400 Series

The Palo Alto Networks PA-400 Series Next-Generation Firewalls (NGFWs), comprising the PA-410, PA-415, PA-415-5G, PA-440, PA-445, PA-450, PA-455, PA-455-5G, and PA-460, bring ML-Powered NGFW capabilities to distributed enterprise branch offices, retail locations, and midsize businesses.

The world's first ML-Powered NGFW enables you to prevent unknown threats, see and secure everything—including the internet of things (IoT)—and reduce errors with automatic policy recommendations.

## Highlights

- World's first ML-Powered NGFW
- Eleven-time Leader in the Gartner Magic Quadrant for Network Firewalls
- Leader in the Forrester Wave: Enterprise Firewalls, Q1 2024
- Spans a range of performance needs for the distributed enterprise with a broad lineup
- Offers security in a desktop form factor
- Supports high availability with active/active and active/passive modes
- Delivers predictable performance with security services
- Features silent, fanless design with optional redundant power supply for branch and home offices
- Simplifies the deployment of large numbers of firewalls with optional Zero Touch Provisioning (ZTP)
- Supports centralized administration with Panorama<sup>®</sup> network security management
- Maximizes security investments and prevents business disruptions with Strata<sup>™</sup> Cloud Manager



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The controlling element of the PA-400 Series is PAN-OS®, the same software that runs all Palo Alto Networks NGFWs. PAN-OS natively classifies all traffic, inclusive of applications, threats, and content, and then ties that traffic to the user regardless of location or device type. The application, content, and user—in other words, the elements that run your business—then serve as the basis of your security policies, resulting in improved security posture and reduced incident response times.

## Key Security and Connectivity Features

### ML-Powered Next-Generation Firewall

- Embeds machine learning (ML) in the core of the firewall to provide inline signatureless attack prevention for file-based attacks while identifying and immediately stopping never-before-seen phishing attempts.
- Leverages cloud-based ML processes to push zero-delay signatures and instructions back to the NGFW.
- Uses behavioral analysis to detect IoT devices and make policy recommendations; cloud-delivered and natively integrated service on the NGFW.
- Automates policy recommendations that save time and reduce the chance of human error.

### Identifies and Categorizes All Applications, on All Ports, All the Time, with Full Layer 7 Inspection

- Identifies the applications traversing your network irrespective of port, protocol, evasive techniques, or encryption (SSL/TLS). In addition, it automatically discovers and controls new applications to keep pace with the SaaS explosion with SaaS Security subscription.
- Uses the application, not the port, as the basis for all your safe enablement policy decisions: allow, deny, schedule, inspect, and apply traffic-shaping.
- Offers the ability to create custom App-ID™ tags for proprietary applications or request App-ID development for new applications from Palo Alto Networks.
- Identifies all payload data within the application (e.g., files and data patterns) to block malicious files and thwart data exfiltration attempts.
- Creates standard and customized application usage reports, including software-as-a-service (SaaS) reports that provide insight into all sanctioned and unsanctioned SaaS traffic on your network.
- Enables safe migration of legacy Layer 4 rule sets to App-ID-based rules with built-in Policy Optimizer, giving you a rule set that is more secure and easier to manage.

Check out the [App-ID tech brief](#) for more information.

### Enforces Security for Users at Any Location, on Any Device, While Adapting Policy Based on User Activity

- Enables visibility, security policies, reporting, and forensics based on users and groups—not just IP addresses.
- Easily integrates with a wide range of repositories to leverage user information: wireless LAN controllers, VPNs, directory servers, SIEMs, proxies, and more.
- Allows you to define Dynamic User Groups (DUGs) on the firewall to take time-bound security actions without waiting for changes to be applied to user directories.
- Applies consistent policies irrespective of users' locations (office, home, travel, etc.) and devices (iOS and Android mobile devices; macOS, Windows, and Linux desktops and laptops; Citrix and Microsoft VDI; and terminal servers).

- Prevents corporate credentials from leaking to third-party websites and prevents reuse of stolen credentials by enabling multifactor authentication (MFA) at the network layer for any application without any application changes.
- Provides dynamic security actions based on user behavior to restrict suspicious or malicious users.
- Consistently authenticates and authorizes your users, regardless of location and where user identity stores live, to move quickly toward a Zero Trust security posture with Cloud Identity Engine—an entirely new cloud-based architecture for identity-based security.

Check out the [Cloud Identity Engine solution brief](#) for more information.

## Prevents Malicious Activity Concealed in Encrypted Traffic

- Inspects and applies policy to SSL/TLS-encrypted traffic, both inbound and outbound, including for traffic that uses TLSv1.3 and HTTP/2.
- Offers rich visibility into TLS traffic, such as amount of encrypted traffic, SSL/TLS versions, cipher suites, and more, without decrypting.
- Enables control over use of legacy TLS protocols, insecure ciphers, and misconfigured certificates to mitigate risks.
- Facilitates easy deployment of decryption and lets you use built-in logs to troubleshoot issues, such as applications with pinned certificates.
- Lets you enable or disable decryption flexibly based on URL category, source and destination zone, address, user, user group, device, and port, for privacy and regulatory compliance purposes.
- Allows you to create a copy of decrypted traffic from the firewall (i.e., decryption mirroring) and send it to traffic collection tools for forensics, historical purposes, or data loss prevention (DLP).
- Allows you to intelligently forward all traffic (decrypted TLS, undecrypted TLS, and non-TLS) to third-party security tools with network packet broker and optimize your network performance and reduce operating expenses.

Refer to this [decryption whitepaper](#) to learn where, when, and how to decrypt to prevent threats and secure your business.

## Offers Centralized Management and Visibility

- Benefits from centralized management, configuration, and visibility for multiple distributed Palo Alto Networks NGFWs (irrespective of location or scale) through Panorama network security management, in one unified user interface.
- Streamlines configuration sharing through Panorama, with templates and device groups, and scales log collection as logging needs increase. PA-410, PA-415, PA-415-5G, PA-440, PA-445, PA-450, PA-455, PA-455-5G, and PA-460 allow export session logs to Panorama and Strata Cloud Manager. PA-415, PA-415-5G, PA-440, PA-445, PA-450, PA-455, PA-455-5G, and PA-460 also support on-box session logging.
- Enables users, through the Application Command Center (ACC), to obtain deep visibility and comprehensive insights into network traffic and threats.

## Offers AI-Powered Unified Management and Operations with Strata Cloud Manager

- **Prevent network disruptions:** Forecast deployment health and proactively identify capacity bottlenecks up to seven days in advance with predictive analytics to proactively prevent operational disruptions.

- **Strengthen security in real time:** AI-powered analysis of policies and real-time compliance checks against industry and Palo Alto Networks best practices.
- **Enable simple and consistent network security management and ops:** Manage configuration and security policies across all form factors, including SASE, hardware and software firewalls, and all security services to ensure consistency and reduce operational overhead.

## Best-in-Class Cloud-Delivered Security Services Powered by Precision AI

The typical enterprise's attack surface has grown significantly with the mass adoption of hybrid work, cloud, internet of things (IoT), and software as a service (SaaS). Furthermore, the threat landscape is rapidly intensifying due to easily being able to access and use hacker-friendly tools and resources in their campaigns. Traditional network security solutions and approaches are no longer effective. With Palo Alto Networks Cloud-Delivered Security Services, customers can benefit from best-in-class, real-time security to help them protect all users, devices, and data in their network, regardless of location.

Palo Alto Networks security services use the power of Precision AI™ inline to stay ahead of threat actors and stop new and never-before-seen threats in real time. Through shared threat intelligence across over 70,000 customers worldwide, they have insights into emerging threats and can act proactively. Finally, seamless integration with NGFW and SASE eliminates security gaps and offers customers a single pane of glass to view and manage their security.

Services include:

- **Advanced Threat Prevention:** Stop known and unknown exploits, malware, spyware, and command-and-control (C2) threats, including 60% more injection attacks and 48% more highly evasive C2 traffic than traditional IPS solutions with industry-first zero-day attack prevention.
- **Advanced WildFire®:** Ensure safe access to files with the industry's largest malware prevention engine, stopping up to 22% more unknown malware and turning detection into prevention 180X faster than competitors.
- **Advanced URL Filtering:** Ensure safe access to the web and prevent 40% more threats in real time than traditional filtering databases with industry-first prevention of known and unknown phishing attacks, stopping up to 88% of malicious URLs at least 48 hours before competitors.
- **Advanced DNS Security:** Protect your DNS traffic and stop advanced DNS-layer threats, including DNS hijacking, all in real time with 2X more DNS-layer threat coverage than competitors.
- **Next-Generation CASB:** Discover and control all SaaS consumption in your network with visibility into 60,000+ SaaS apps and protect your data with 28+ API integrations.
- **IoT Security:** Secure your blind spots and protect every connected device unique to your vertical with the industry's most comprehensive Zero Trust solution for IoT devices, discovering 90% of devices within 48 hours.

## Delivers a Unique Approach to Packet Processing with Single-Pass Architecture

- Performs networking, policy lookup, application and decoding, and signature matching—for all threats and content—in a single pass. This significantly reduces the amount of processing overhead required to perform multiple functions in one security device.
- Avoids introducing latency by scanning traffic for all signatures in a single pass, using stream-based, uniform signature matching.
- Enables consistent and predictable performance when security subscriptions are enabled. (In table 1, "Threat Prevention throughput" is measured with multiple subscriptions enabled.)

## Enables SD-WAN Functionality

- Allows you to easily adopt SD-WAN by simply enabling it on your existing firewalls.
- Enables you to safely implement SD-WAN, which is natively integrated with our industry-leading security.
- Delivers an exceptional end-user experience by minimizing latency, jitter, and packet loss.

## Integrated 5G Cellular Modem

The integrated 5G Next-Generation Firewall is expanding the entry-level appliance portfolio to include the PA-415-5G, with integrated 5G cellular modem. With this new appliance, enterprise and remote branches can ensure optimal uptime with 5G leveraged as a backup WAN transport for business-critical applications. In addition, other mobile businesses that require cellular as their primary WAN can simply deploy this appliance and ensure rapid deployment without the hassle of adding additional appliances to leverage 5G.

**Table 1: PA-400 Series Performance and Capacities**

				PA-440					
Firewall throughput (appmix)*				2.6 Gbps					
Threat Prevention throughput (appmix)†				1.2 Gbps					
IPsec VPN throughput‡				1.1 Gbps					
Max concurrent sessions§				200,000					
New sessions per second¶				34,000					
Virtual systems (base/max)#				1/2					

Notes: Results were measured on PAN-OS 11.2. Adding Virtual Systems requires a separate license.

\* Firewall throughput is measured with App-ID and logging enabled, utilizing appmix transactions.

† Threat Prevention throughput is measured with App-ID, IPS, antivirus, antispysware, WildFire, DNS Security, file blocking, and logging enabled, utilizing appmix transactions.

‡ IPsec VPN throughput is measured with 64 KB HTTP transactions and logging enabled.

§ Max concurrent sessions are measured utilizing HTTP transactions.

¶ New sessions per second is measured with application override, utilizing 1 byte HTTP transactions.

# Adding virtual systems over base quantity requires a separately purchased license and at minimum PAN-OS 11.0 and 11.1 for PA-415-5G and PA-455. PA-455-5G needs 11.2 for VSYS.

**Table 2: PA-400 Series Networking Features**

Interface Modes
L2, L3, tap, virtual wire (transparent mode)
Routing
OSPFv2/v3 with graceful restart, BGP with graceful restart, RIP, static routing
Policy-based forwarding
Point-to-Point Protocol over Ethernet (PPPoE)
Multicast: PIM-SM, PIM-SSM, IGMP v1, v2, and v3
SD-WAN
Path quality measurement (jitter, packet loss, latency)
Initial path selection (PBF)
Dynamic path change
IPv6
L2, L3, tap, virtual wire (transparent mode)
Features: App-ID, User-ID, Content-ID, WildFire, and SSL decryption
SLAAC

# ExtremeCloud Business Insights for Venues

## Highlights

### Improving User Engagement

- User, bandwidth, and application insights to understand user behavior and application preference
- Location intelligence provides real-time view to inform experience design and streamline operations
- Live reporting to inform decisions during the event

### Providing Business Insights

- Rich analytics that help marketing, operations, and IT make data-driven decisions
- Real-time and historical data to identify patterns and trends
- Metadata annotation to identify the moments that spark fan engagement

### Enabling Advanced Analytics

- Insights as a service is out-of-the-box dashboards that provide pertinent insights, reducing the need for complex configuration or data wrangling
- Data as a service facilitates data democratization to enable seamless integration with an organization's proprietary data sources using APIs



Transform data into actionable insights to enhance the fan experience, increase engagement and revenue and improve operations

Consumers expect more from in-person experiences than ever before and there is more competition for their entertainment dollars. Sports and entertainment venues, event sponsors, and leagues are competing with streaming services, high ticket prices, and alternative ways to spend leisure time. Vast amounts of money are being invested to fill seats, sell more concessions and merchandise, attract sponsors, and realize return on their efforts.

Useful pieces of information are being captured by the network as mobile devices connect and visitors move through the venue, accessing social media, using betting and venue apps, interacting with advertising, or purchasing concessions and merchandise. However, data is only valuable if it is actionable.

ExtremeCloud™ Business Insights for Venues is the centralized platform that transforms network data into actionable insights. The insights, in turn, inform decision-making, helping IT, operations, and marketing deliver strategic value back to the organizations.

ExtremeCloud Business Insights for Venues helps make the network a strategic asset by going beyond the surface level to provide valuable takeaways for growth and innovation.

## Overview

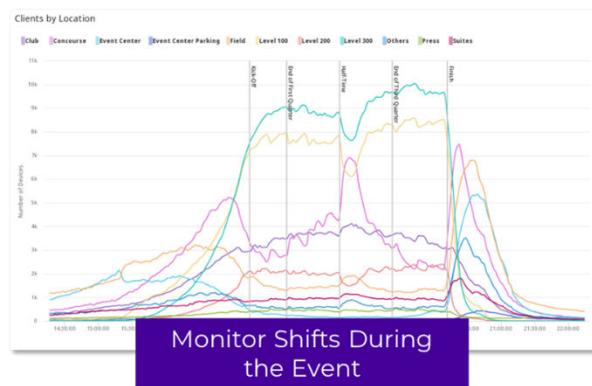
Business Insights for Venues presents aggregated data in intuitive and customizable graphs that can be used to understand activity in the moment and patterns and trends over time. These analytics can be used to provide business insights to a variety of organizations outside of IT, including marketing and operations. The Business Insights API can export raw data, so it can be used by other applications for more comprehensive analysis and reporting.

## Improving User Engagement

Offering network access also allows organizations to provide additional services and enhance loyalty. Savvy enterprises and organizations use the analytics from the network to improve engagement with visitors and fans through a range of experiences and services. At the same time, IT teams can ensure availability and speed.

Business Insights for Venues empowers organizations with valuable information encompassing trends, patterns, and correlations concealed within the network data so that they can optimize operations, deliver personalized experiences, and make data-driven decisions that monetize investments and impact the bottom line.

Delve into comprehensive audience behavior patterns, from entry to exit. Gain insights into crowd movement, popular gathering spots, and real-time engagement levels. Tailor offerings to enhance customer engagement and create memorable moments.



## Providing Business Insights

Insights gleaned from Business Insights for Venues can be used to identify behavior to increase patronage, expand brand exposure, and understand client demographics and preferences.

Here are some examples:

- **Improve Operations:** Venues can use real-time location analytics to identify bottlenecks that could impact the fan experience or cause safety issues, allowing them to shift staff and minimize impact to fans. User, device and bandwidth insights help keep the network functioning at optimal levels.
- **Measure Marketing Effectiveness:** Understand what applications are being used on-site (social media, venue apps, betting apps, sponsor apps), understand how visitors are leveraging them to enhance their experience, and show the effectiveness of marketing and sponsorship spend.
- **Identify New Opportunities:** Track engagement with sponsor activity, leverage app engagement to create new experiences, or identify new sponsors.

## Enabling Advanced Analytics

ExtremeCloud Business Insights for Venues operates as a dual-pronged service. It offers insights-as-a-service through readily available dashboards that require minimal setup effort. These out-of-the-box dashboards are designed to offer pertinent insights, sidestepping the need for complex configuration or data wrangling.

In addition, ExtremeCloud Business Insights for Venues serves as a data-as-a-service platform at the same time, facilitating data democratization to enable seamless integration with an organization's proprietary data sources using APIs. This flexibility empowers customers to blend their in-house data streams with the platform's capabilities, enabling a more comprehensive view of their operations and customer interactions.

# Product Specifications

## Standard Reporting (Historical or Live)

- Detailed Application Reporting - User, bandwidth, applications insights, metadata annotation (event markers), clients by service provider
- Crowd Flow Analysis - Location insights and suite engagement
- Connected Clients Summary Report – Shows the overall number of clients connected to the network
- Network Usage Summary - Shows the most utilized networks and bandwidth consumed
- Monitor Congestion for Critical Systems - Ticketing, POS, partner apps
- Comparative Analytics – Compare performance between different leagues, events and seasons
- Tracked Applications – Choose applications to track and see reports by application
- Track Betting Applications – Understand which apps are being used at what volume

## Customized Reporting

- Data Studio - Create custom data visualizations
- Custom Markers – Define and apply metadata tags to track specific activities during an event
- Chart Library – Pre-configured quick reports and analysis
- Custom Events – Include events not listed in the pre-defined schedule
- Custom Dashboards – Create custom visualizations
- League Game Calendar/Schedule – Shows scheduled events by league

## Data Integration and Export

- REST API – Enables data as a service capability
  - Export charts into PDF, PNG, JPEG, CSV, XLS or SVG

## Network Preparation

- Preflight and Access Point Checks – IT dashboard to support network readiness testing

## Platform Personalization

- User Preferences – Personalize landing page dashboards and charts

## User Access and Permissions Management

- User Access Management – Role-based access control to manage user permissions

## User Guidance and Help

- Online Help – Handbook providing user guidance for navigating product functionalities

## Security and Privacy

- Designed with privacy in mind for customers subject to the EU General Data Protection Regulations (GDPR) and incorporating safeguards supporting GDPR compliance

# Prerequisites and Dependencies

ExtremeCloud Business Insights for Venues relies on specific data sources and infrastructure to ensure that it functions optimally. Below are the two deployment models currently offered:

1. ExtremeWireless infrastructure (ExtremeCloud IQ Controller and Traffic/Analytics Sensor managed by ExtremeCloud IQ Site Engine): Venues with ExtremeWireless-controlled infrastructure gain insights into traffic analysis, location insights, and any reporting pertaining to wireless data.
2. External (third-party devices) wireless platform: Venues with a third-party wireless infrastructure deploy analytics and traffic sensors to collect data. ExtremeCloud IQ Site Engine is required to manage these sensors. These venues still gain insights into traffic analysis (application reporting) but lack insights into location analysis and reporting pertaining to wireless data.



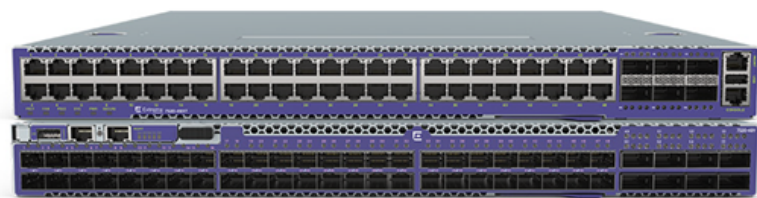
# Extreme 7520

## Highlights

- High-performance, fixed-form switches for leaf, spine, aggregation, or core applications
- Universal dual-persona hardware allows user choice of switch operating systems
- ExtremeCloud™ IQ and ExtremeCloud IQ - Site Engine for powerful, secure and easy to use cloud-based network management.
- Fabric Connect for automated network operations, simplified network provisioning and enhanced security

## Key Hardware Features

- Three models – two models with no MACsec and one model with MACsec in a fixed 1U form factor
- AC and DC power options
- Back-to-front and front-to-back airflow options
- Up to 8-unit stacking
- Integrated Application Hosting enables 3rd-party applications without impacting switch performance
- Non-blocking, wire-speed design



## Universal Aggregation/Core Switch Platform

The Extreme 7520 are purpose-built 48-port 10Gb and 48-port 25Gb switches designed for high-performance aggregation and core applications. As a universal hardware platform, the 7520 provides end-to-end secure network segmentation, in addition to advanced policy capabilities, with a user-selectable choice of Extreme's flagship switch operating systems. This makes the 7520 a uniquely flexible platform that can be deployed in a variety of aggregation and core environments.

The Extreme 7520 network hardware platform enables organizations to design networks that accommodate a variety of applications and east-west traffic patterns. With its high-density scale-out architecture, leading power efficiency, and airflow options, the 7520 platform delivers a cost-effective solution that optimizes power, cooling, and equipment room space, wherever your network operating center might be.

Three models of the 7520 are available.

### 7520-48XT-6C

48 x 1Gb/10Gb 10GBaseT copper ports (no MACsec)  
6 x 40Gb/100Gb QSFP28 fiber ports (no MACsec)

### 7520-48Y-8C

48 x 1Gb/10Gb/25Gb SFP28 fiber ports (no MACsec)  
8 x 40Gb/100Gb QSFP28 fiber ports (no MACsec)

### 7520-48YE-8CE

48 x 10/25Gb SFP28 fiber ports with MACsec support  
8 x 100Gb QSFP28 fiber ports with MACsec support  
Note: This model does not support stacking



## Universal Hardware Platform

The 7520 Series comes with a dual-persona capability allowing user choice of the switch operating system (OS). Either the Switch Engine (EXOS) or Fabric Engine (VOSS) persona can be enabled on 7520 hardware models. The desired persona can be selected at start-up or changed at a later stage. Once selected, the 7520 assumes the features/capabilities of the selected OS.

7520 persona activation can be done manually at boot-up, including via the system CLI. Or, it can be automated by pre-provisioning the 7520 persona in ExtremeCloud IQ. When first booted, the 7520 automatically connects to ExtremeCloud IQ to find its persona. The pre-provisioned OS persona is then remotely enabled on the 7520 system – eliminating the need for manual selection.

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## Ethernet Fabric Services

The 7520 supports a variety of Ethernet Fabric services, including Extreme's Fabric Connect when running Fabric Engine (VOSS) and Extreme's IP Fabric when running Switch Engine (EXOS). It also supports Fabric Attach for automated connection to either Layer 2 or Layer 3 fabric services. Extreme's Fabric Connect and IP Fabric on the 7520 enable the creation of virtualized networks that automate network operations, simplify network provisioning, and enhance security, all while reducing the strain on network and IT personnel.

## High-Performance Stacking

Two of the 7520's QSFP28 uplink ports can be used for high-speed 400Gb stacking when running Switch Engine (EXOS). Up to eight systems can be stacked using qualified direct attach cables and/or optical transceivers. (Note: Stacking is not supported on the 7520-48YE -8CE model or when running Fabric Engine (VOSS)).

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## Management

The 7520 can be managed by ExtremeCloud IQ and ExtremeCloud IQ-Site Engine for comprehensive unified management with a consolidated view of users, devices and applications across wired and wireless networks.

Zero-touch provisioning from ExtremeCloud IQ lets one quickly bring new 7520 switches online as well as enable the selection of the operating system (OS) persona. Alternatively, 7520 on-box management can be done manually via a web-based GUI or generic CLI.

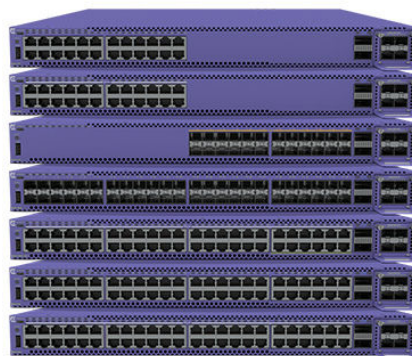
# 5520 Series

## Highlights

- Fixed 24 and 48-port switches with gigabit and multi-gigabit support
- Choice of operating system (OS) with universal dual-persona hardware
- Intuitive and centralized cloud-based network management with ExtremeCloud™ IQ and ExtremeCloud IQ Site Engine
- Fabric-enabled operations with Extreme Fabric Connect for simplified and secure network provisioning and automation
- Front to back cooling and AC power supply input on all models
- Back to front cooling and DC power supply input option on specific models
- AC and DC Power Supply Unit (PSU) capable SKUs

## Key Hardware Features

- Choice of 10Gb and 25Gb modular uplink ports
- 30W, 60W and 90W PoE support for powering connected devices
- 200Gb per unit stacking of up to eight switches
- Hot-swappable, redundant power supplies and fans
- MACsec on access and modular uplink ports for secure link encryption
- Extended Edge Switching controlling bridge in support of V300/V400 edge devices
- Non-blocking, wire-speed design



## Universal Edge/Aggregation Switch Platform

The 5520 Series is a family of high-performance, feature-rich edge and aggregation switches designed for the next-generation digital enterprise. Available in 24 and 48-port 1 Gigabit models, 1/2.5/5 Gigabit multi-rate models, as well as, a 24-port 10 Gigabit model, the 5520 Series provides end-to-end secure network segmentation and advanced policy capabilities that can be deployed across a range of edge, aggregation, and wiring closet environments. As a universal hardware platform, the 5520 offers a user-selectable choice of Extreme's flagship switch operating systems for a uniquely flexible platform.

The 5520 supports 10Gb and 25Gb modular uplinks for flexible linkage to other switches or devices over a range of media. Extended Edge Switching controlling bridge is also available in support of V300/V400 edge devices, and select models offer a choice between Front to Back or Back to Front cooling. The 5520 Series offers 30W, 60W, and 90W PoE, making it an ideal wired backend for wireless APs or in support of next-gen powered Ethernet devices, such as digital signage, pan-tilt-zoom cameras, smart lighting, or point-of-sale terminals.

## Universal Hardware Platform

The 5520 comes with a dual-persona capability, allowing you to choose your OS. Either the Switch Engine (EXOS)<sup>1</sup> or Fabric Engine (VOSS)<sup>2</sup> OS can be selected at switch start-up or changed at a later stage. When selected, the switch assumes the features and capabilities of that OS.

5520 OS selection can also be automated with ExtremeCloud IQ so that the desired OS can be automatically loaded at switch start-up, facilitating remote OS enablement.

<sup>1</sup> Switch Engine is the new name for ExtremeXOS (EXOS) on all universal switch platforms, starting with Version 31.6.

<sup>2</sup> Fabric Engine is the new name for the VSP Operating System Software (VOSS) on all universal switch platforms, starting with Version 8.6.

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## Cloud-Based Network Management

The 5520 can be managed by ExtremeCloud IQ and ExtremeCloud IQ Site Engine for centralized switch management, giving you a consolidated view of users, devices, and applications across wired and wireless networks for efficient inventory and network topology management. ExtremeCloud IQ enables zero touch provisioning, allowing you to quickly bring new 5520 switches online as well as select the OS persona.

Alternatively, 5520 on-box management can be done manually via a web-based GUI or generic command-line interface (CLI).

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## Ethernet Fabric Services

The 5520 supports a variety of Ethernet Fabric services, including Extreme's Fabric Connect when running Fabric Engine and Extreme's IP Fabric when running Switch Engine. It also supports Fabric Attach for automated connection to either Layer 2 or Layer 3 Fabric services.

Extreme's Fabric Connect and IP Fabric enable the creation of virtualized networks that automate network operations, simplify network provisioning, and enhance security, all while reducing the strain on network and IT personnel.

## Power over Ethernet (PoE)

All 5520 models support 30W, 60W, and 90W PoE that conforms with IEEE 802.3bt. This enables the 5520 to address the needs of powered edge devices, while eliminating the need for additional electrical cabling and circuits. In addition, 5520 PoE models support perpetual and fast PoE for even more efficient and reliable powered edge device operation

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## VIM Options for Flexible Uplinks

The 5520 supports Versatile Interface Modules (VIMs), providing flexible uplink capabilities with a single VIM slot. VIM options include four-port 10Gb or 25Gb modules that include LRM and 256-bit MACsec support.

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## High-Performance Stacking

The 5520 Series supports high-speed 200Gb\* stacking when running Switch Engine via its two built-in QSFP28 stacking ports. Up to eight systems can be stacked using qualified QSFP+ direct attach cables and optical transceivers.

\*200Gb stacking available with Switch Engine 31.6

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## Audio Video Bridging

The 5520 series supports IEEE 802.1 Audio Video Bridging (AVB) when running Switch Engine OS. This allows 5520 models to deliver reliable, real-time audio/video transmission over Ethernet, meeting the quality of service required for today's high-definition, time-sensitive multimedia streams.

# ExtremeSwitching™ Industrial Ethernet Switches

## Highlights

- Models available in 8, 12 and 28 port versions with full wire speed Layer 2 switching
- Ruggedized IP30 enclosure for operations under harsh industrial conditions and extended temperatures from -40°C to 75°C
- Copper RJ45, SFP/SFP+ (up to 10G) uplink, and unique combo port offerings
- PoE ports are IEEE 802.3bt compliant with support for up to 90W<sup>1</sup>; 802.3at and 802.3af also supported
- Overall PoE budget up to 720 watts<sup>2</sup>
- Dual DC power inputs supported by all models for redundancy
- Highly Resilient LACP, Spanning tree STP, RSTP & MSTP, fast Ring fail-over and G.8032 ERPS protection options
- Fabric Attach for secure, automated connection to Extreme Fabric Connect services
- IEEE 802.3az Energy Efficient Ethernet
- Hardware Installation options<sup>3</sup> for DIN Rail, Wall Mount or Rack Mount

<sup>1</sup> Offered by two specific models; a 12-port and 28-port as specified.

<sup>2</sup> The maximum PoE budget is offered with the 28-port 802.3bt model.

<sup>3</sup> DIN Rail and Wall Mount options are available for all models except the 28-port model which is rack mounted (1RU).



## Industrial Networking

Extreme Industrial Switches are a family of ruggedized Layer 2 switches designed to operate under harsh environments and extended temperature conditions. They provide continuous uptime, manageability, and operational efficiency. With full PoE+ power per PoE port, each switch offers the performance needed for today's power-hungry surveillance devices and WLAN access points. Extreme Industrial Switches are an excellent choice for industrial environments, including intelligent transportation systems, utilities, and smart cities. Full redundant ring technology creates fault-tolerant networks with high availability based on industry standard technologies.

# Universal Wireless AP5050U and AP5050D

## Highlights

### For Outdoor Deployments Only Advanced Radio Technology

#### Tri-Radio Design

- 2.4 GHz (4x4:4)
- 5 GHz (4x4:4)
- 6 GHz (4x4:4) - Disabled until AFC rule is ratified

#### Operational modes

- Mode 1: 2.4 GHz/5 GHz/6 GHz Data Radios
- Mode 2: 5 GHz/6 GHz Data radios + Tri-frequency sensor (2.4 GHz/5 GHz/6 GHz)

#### Universal Hardware Platform

- On-Premise: WiNG OS (Centralized and Distributed\*)
- Cloud: IQ Engine

#### Designed for Harsh Environments

- IP67 Outdoor Rated
- Extended temp range: -40C to +60C

#### Superior Tri-Frequency Radio Performance

- Multi-band filter reduces interference and enables 5 GHz and 6 GHz operation across all available channels

#### WPA3 Support

- Includes the latest WPA3 Wi-Fi security standard delivering robust protections for users and IoT devices

#### Cellular Coexistence Filter (CCF)

- Minimizes the impact of interference from cellular networks

#### Fully Functional Wi-Fi with 802.3at

#### Smart Management Choices

- ExtremeCloud IQ delivers powerful, simple, and secure public or private cloud management capabilities
- ExtremeCloud IQ Controller is ideal for on-premises requirements

\* Distributed in a future release

## Wi-Fi 6E Tri-Radio IP67-Rated Outdoor Access Point

Extreme Networks is adding a new family of purpose-built 802.11ax (Wi-Fi 6E) Access Points (APs) for Stadiums to its Smart portfolio, that support more users and IoT devices with greater performance and efficiency.

The 6 GHz radio will be disabled until the Automated Frequency Coordination (AFC) regulations are ratified.\*

6 GHz AFC ratification varies by region. Initial release of the product will be outdoor deployment only.



Key Benefits Include:

#### Harsh Outdoor & Stadium Optimized

As the Official Wi-Fi Solutions Provider of the National Football League (NFL) and Major League Baseball (MLB), Extreme understands firsthand the unique challenges of stadiums and harsh outdoor high-density Wi-Fi deployments. The IP67-rated AP5050 Series builds on that experience, by delivering a custom-designed family of access points that cater specifically to these types of challenging environments.

#### High Performance in High Density Environments

Improve user experience and device performance with 4x4:4 6 GHz, 4x4:4 5 GHz, and 4x4:4 2.4 GHz with OFDMA technology. With the latest Wi-Fi 6E performance and multiple software programmable radio modes, AP5050 series can serve the most dense environments.

#### Future-Proof with Wi-Fi 6E

With built-in 6 GHz radios, Extreme AP5050 series increases device capacity and improves spectral efficiency, allowing stadiums and high-density environments to extract more out of the Wi-Fi spectrum and future-proof their network and investment. The AP5050 series comes with multipurpose GPS capabilities, allowing it to detect regional location for approved Wi-Fi 6E outdoor use.\*

\*Full Automated Frequency Coordination (AFC) compliance when available in region.

Key Benefits (cont'd)

### Modular Design for Flexible Deployment

Extreme's experience has taught us there is no one-size-fits-all solution for stadiums and complex outdoor environments. From the field to bowl seating, to gate entrances, to concierge areas, to parking lots, temporary medical sites, or outdoor campus locations each area has its own requirements. The AP5050 series delivers flexible deployment options—from under seat mounted, to pole-mounted, to APs with software selectable antennas—they ensure an exceptional mobile experience throughout the entire stadium or deployment environment.



The AP5050U and AP5050D are an Enterprise Universal and World SKU Wi-Fi 6E Wireless access point. This innovation simplifies the sales ordering process and reinforces Extreme's commitment to the journey to the "Infinite Enterprise". The World SKU allows customers, partners, and distributors to order one model for any region, replacing the age-old problem of country specific models. ExtremeCloud™ IQ geo-locates the access point and accurately provides it the corresponding set of channel and power specifications that the product can operate under in that country.

The AP5050U and AP5050D Wi-Fi 6E access points, with three 4x4:4 radios, provide high-efficiency, high-performance 802.11ax aggregate data rates up to 10 Gbps in the 6 GHz, 5 GHz, and 2.4 GHz band. Designed for high density environments, such as event venues, schools, transportation facilities, healthcare facilities, and stadiums, the AP5050U and AP5050D are powerful and intelligent enough to provide the highest level of client services without compromising security. Despite powerful capabilities, the AP5050U and AP5050D can operate with fully functional Wi-Fi capabilities using 802.3at PoE, simplifying power capacity planning.

With more users, more devices, more applications, and more threats straining the infrastructure, the AP5050U and AP5050D are engineered to meet those challenges. The AP5050U and AP5050D combine powerful 802.11ax Wi-Fi 6E technology, advanced security, and ML/AI management capabilities together as an enterprise-class solution that allows you to deploy high speed, highly secure Wi-Fi into high-density environments.

Unlike other access points that scan only part-time, the AP5050U and AP5050D feature a tri-frequency sensor mode that monitors for rogue devices full time, eliminating the risk of vulnerability and attacks. This tri-radio AP is capable of multiple operating modes, optimizing for maximum performance without trading off security.



# Wi-Fi 6E Enhanced Capacity

By utilizing the additional 6 GHz spectrum offered by Wi-Fi 6E, the AP5050U and AP5050D operate up to three times as much spectrum as previous generations of Wi-Fi to deliver enhanced wireless experiences, faster speeds, and less interference.

Band	Number of 20 MHz Channels	Maximum Channel Size	Maximum throughput
6 GHz	59	160 MHz	4.8 Gbps
5 GHz	25	160 MHz	4.8 Gbps
2.4 GHz	3	20 MHz	1.148 Gbps
Total	87		10.7 Gbps

\*For US regulatory environments (20 MHz channels)



## Wi-Fi 6E (802.11ax) Technology

Wi-Fi 6 ushered a new generation of Wi-Fi. While prior generations emphasized on higher speeds, 802.11ax technology instead focused on improving Wi-Fi efficiency as well as speed, taking Wi-Fi networks to an entirely new level. Now, with addition of the 6 GHz band for unlicensed operation, Wi-Fi 6E has access to up to 1,200 MHz of spectrum\*, which is three times that of existing 'usable' spectrum which enables improved quality of service (QoS) in dense environments, new applications and use cases, and an improved user experience. To learn more about 802.11ax and Wi-Fi 6E, visit [here](#).



## Management Analytics

In conjunction with Extreme centralized management software, cloud or on-premises, the AP5050U and AP5050D provide a rich set of data displayed via widgets, representing unlimited historical data or a combination of historical and current data. This provides context-specific granularity with perspective views for locations, network, APs, individual client devices, as well as policy roles. In each context, administrators can make a widget library.



## Tri-Radio Programmable AP

Extreme launched the industry's first software defined Wi-Fi 6E access point supporting two software programmable modes to optimally manage radios to provide the highest level of client performance. The AP5050U and AP5050D are tri-radio access points that can transmit with three data radios or with two data radios and a dedicated tri-frequency sensor. The AP5050U and AP5050D intelligently monitor the software-configurable radios, enabling network managers to configure network RF technology based on the user environment and configure the access points in different modes as required.

\*Country Dependent



## Security

The AP5050U and AP5050D deliver the highest level of security services, beginning with support for the latest Wi-Fi Alliance WPA3 security certifications. Leverage [Extreme Fabric Attach](#) to securely automate provisioning and deployment by connecting to a Fabric Connect-enabled switch. AP5050U and AP5050D support a stateful L2-L7 DPI firewall for context-based access security, tri-frequency security, and Private Pre-Shared Key (PPSK), location analytics sensor and much more.



## Universal Hardware

The AP5050U and AP5050D are universal hardware platforms that come with a dual-persona capability allowing user choice of the Wi-Fi operating system (OS). Either the IQ Engine operating system or the WiNG Operating System persona can be enabled as required. The desired persona can be selected at start-up or changed at a later stage. Once selected, the AP5050U or AP5050D assumes the features or capabilities of the selected OS. When first booted, the AP5050U or AP5050D automatically connects to ExtremeCloud™ IQ to find its persona. The preprovisioned OS persona is then remotely enabled on the AP5050U or AP5050D system, eliminating the need for manual selection.



## Integrated Bluetooth Low Energy

To support both IoT and Guest Engagement services integrates Bluetooth® to connect with IoT devices wireless to engage loyalty customers with Apple iBeacon. Enterprises can use API driven applications to send advertisements directly to shoppers, guests, and conference attendees. This makes it ideal for businesses to advertise their app download pages, captive portals, or site-specific information.



## Dell PowerEdge R660

Provides performance and versatility as needed to address your most demanding applications

The new Dell PowerEdge R660 is a 1U, two-socket rack server. Gain the performance you need with this full-featured enterprise server, designed to optimize even the most demanding workloads like dense database analytics and high-density virtualization.

### Max Performance

- Add up to two Next Generation Intel® Xeon® Scalable processors with up to 56 cores for faster and more accurate processing performance.
- Accelerate in-memory workloads with up to 32 DDR5 RDIMMS up to 4400 MT/sec (2DPC) or 4800 MT/sec for 1DPC (16 DDR5 RDIMMs max).
- Support for GPUs including 2\* x single-wide for workloads requiring acceleration.

### Air cooled at peak performance

- New Smart Flow chassis optimizes airflow to support the highest core count CPUs in an air-cooled environment within the current IT infrastructure.
- Support for up to 8 x 2.5" drives and 2 x 350 watt processors.

### Gain agility

- Achieve maximum efficiency with multiple chassis designs that tailor to your desired workloads and business objectives.
- Storage options include up to 8 x 2.5" NVMe/SAS4/SATA, plus up to 10 x 2.5" NVMe/SAS4/SATA, 14/16 x NVME E3.S Gen5\*.
- Multiple Gen4 and Gen5 riser configurations (up to 3 x PCIe slots) with interchangeable components that seamlessly integrate to address customer needs over time.

### Cyber Resilient Architecture for Zero Trust IT environment & operations

Security is integrated into every phase of the PowerEdge lifecycle, including protected supply chain and factory-to-site integrity assurance. Silicon-based root of trust anchors end-to-end boot resilience while Multi-Factor Authentication (MFA) and role-based access controls ensure trusted operations.

### Increase efficiency and accelerate operations with an autonomous infrastructure

The Dell OpenManage™ systems management portfolio delivers a secure, efficient, and comprehensive solution for PowerEdge servers. Simplify, automate and centralize one-to-many management with the OpenManage Enterprise console and iDRAC.

### Sustainability

From recycled materials in our products and packaging, to thoughtful, innovative options for energy efficiency, the PowerEdge portfolio is designed to make, deliver, and recycle products to help reduce the carbon footprint and lower your operation costs. We even make it easy to retire legacy systems responsibly with Dell Technologies Services.

### Rest easier with Dell Technologies Services

Maximize your PowerEdge Servers with comprehensive services ranging from [Consulting](#), to [ProDeploy](#) and [ProSupport suites](#), [Data Migration](#) and more – available across 170 locations and backed by our 60K+ employees and partners.

#### PowerEdge R660

The Dell PowerEdge R660 offers powerful performance in a purpose-built, cyber resilient, mainstream server. Ideal for:

- High Density Virtualization
- Dense Database Analytics
- Mixed Workload Standardization





# DELL UNITY XT HFA and AFA STORAGE

Simplify the path to IT transformation and unlock the full potential of your data capital with Dell Unity XT storage arrays that are designed for performance, optimized for efficiency, and built to simplify your multi-cloud journey. Unity XT arrays feature up to 2X more IOPS for both HFAs and AFAs, more memory, and up to 50% more drives than previous Dell Unity models. These cost-efficient storage systems are equipped with dual-active controllers and include a rich set of all-inclusive enterprise-class software. Unity XT AFAs are available with a Future Proof guaranteed 3:1 data reduction rate while the Unity XT HFAs are ideal for workloads that don't require the speed and low latency of NVMe architectures.

## Architecture

Unity XT storage systems implement an integrated unified architecture for block, file, and VMware vVols with concurrent support for native NAS, iSCSI, and Fibre Channel protocols. Each system leverages dual-active storage processors, full 12Gb SAS back-end connectivity and Dell's patented multicore architected operating environment to deliver unparalleled performance & efficiency with multicloud interoperability. Additional storage capacity is added via Disk Array Enclosures (DAEs).

## Physical Specifications

		480F/480		
Min/Max Drive Count		Min. 6 SSDs or 10 HDDs / Max. 750		
Array Enclosure	A 2U Disk Processor Enclosure (DPE) with twenty-five 2.5" drives			
Drive Enclosure (DAE - Disk Array Enclosure)	All-Flash (F) models support 2.5" drives in the 2U twenty-five drive tray. Hybrid models support 2.5" drives in 2U twenty-five drive and 3.5" drives in 3U fifteen drive trays.			
Standby Power System	Dell Unity systems are powered by 2 power supplies (PS) per DPE/DAE. Each power supply can provide power to the entire module if the peer PS has been removed or is faulted. DPE power during a power failure is provided by a Battery Back Up (BBU) module. BBU is located within the SP enclosure and provides power to a single module (power zone)			
RAID Options	1/0, 5, 6			
CPU per Array		2 x dual-socket Intel CPUs, 32 cores per Array, 1.8GHz		
System Memory/Cache per Array		192 GB		
Max FAST Cache per Array*		Up to 1.2 TBs		
Total Cache <sup>A</sup>		Up to 1.39 TBs		
Max Mezzanine cards per Array <sup>B</sup>		2		
Max IO Modules per Array <sup>C</sup>		4		
Embedded SAS IO Ports per Array		4 x 4 lane 12Gb/s SAS ports for BE Connection		

		480F/480		
Optional SAS IO ports per Array		8 x 4 lane or 4 x 8 lane 12Gb/s SAS ports (for BE Connection)		
Base 12 Gb/s SAS BE Buses per Array		2 x 4 Lane		
Max 12 Gb/s SAS BE Buses per Array		6 x 4 Lane; or 2 x 4 lane and 2 x 8 lane		
Max FE (front end) Total Ports per Array (all types)		24		
Max Initiators per Array		2,048		
Max FC Ports per Array		16		
Embedded 10GbaseT Ports per Array		NA		
Embedded CNA ports per Array		NA		
1 Gbase-T/iSCSI Max Total Ports per Array		24		
10/25 GbE/iSCSI Max Total Ports per Array		24		
Max Raw Capacity <sup>E</sup>		4.0 PBs		
Max SAN Hosts		1,024		
Max Number of Pools		30		
Max Number of LUNs per Array		1,500		
Max LUN Size		256 TB		
Max File Systems per Array		1500		
Max File System Size		256 TB		
Max attached snapshots per Array (Block)		1500		
IOPS <sup>F</sup> (All Flash Models 380F – 880F)		up to 1.68M		
OS Support	See the Dell Simple Support Matrix on dell.com			
<sup>A</sup> Specific to Hybrid Arrays. <sup>B</sup> One Mezzanine card per Storage Processor (SP), mirrored. <sup>C</sup> Two IO Modules per Storage Processor (SP), mirrored. <sup>D</sup> 16Gb available in both single mode and multimode. <sup>E</sup> Maximum raw capacity will vary based on drive sizes available at time of purchase. <sup>F</sup> 100% sequential Reads, 4K block size, thick LUNs. Based on internal testing (June 2019). Your results may vary.				

## Connectivity

Connectivity options via Mezzanine cards and IO modules for both the file for NFS/SMB connectivity and the block storage for FC and iSCSI host connectivity (see above table for number of modules supported per SP).

Connectivity Options		
Type	Description	Details
Mezzanine card or IO Module	Four-Port 10Gbase-T Module (File & Block)	Four port 10Gbase-T Ethernet IP/iSCSI module with four 10Gbase-T Ethernet ports with copper connection to Ethernet switch
Mezzanine card or IO Module	Four-Port 10 Gb/s Optical Module (File & Block)	Four port 10GbE IP/iSCSI module with choice of SFP+ optical connection or active/passive twinax copper connection to Ethernet switch
Mezzanine card or IO Module	Four-Port 25 Gb/s Optical Module (File & Block)	Four port 10GbE IP/iSCSI module with choice of SFP+ optical connection or passive twinax copper connection to Ethernet switch
IO Module	Four-Port 32 Gb/s Fibre Channel Module (Block only)	Four port FC module with four ports auto-negotiating to 4/8/16 or 8/16/32 Gbps; uses single mode or multimode optical SFP and OM2/OM3/OM4 cabling to connect directly to host HBA or FC switch
IO Module	Four-Port 12 Gb/s SAS V3.0 Module*	Four port SAS module, used for back-end storage (DAE) connectivity to Storage Processors. Each SAS port has 4 lanes/port @ 12Gbps, delivering 48Gbps nominal throughput. Also available specifically for the 80 drive DAE is 8 lane connectivity utilizing a pair of SAS ports to deliver high bandwidth for added performance.
* For 480F/480, 680F/680 and 880F/880 models		

## Maximum Cable Lengths

Shortwave optical OM4: 125 meters (16 Gb) 190 meters (8 Gb), 400 meters (4 Gb), and 500 meters (2 Gb)

## Back-end (Drive) Connectivity

Each storage processor connects to one side of each of two redundant pairs of four-lane x 12 Gb/s Serial Attached SCSI (SAS) buses, providing continuous drive access to hosts in the event of a storage processor or bus fault. All models require four “system” drives and support a platform specific maximum number of disks (see Physical Specifications table above). 107 GBs per system drive on the Dell Unity XT 380 models and 150 GBs on the Dell Unity XT 480, 680, and 880 models is consumed by the operating environment software and data structures.

Disk Array Enclosure (DAE)		
	25 X 2.5” Drive DAE	15 X 3.5” Drive DAE (Hybrid Arrays only)
Drive Types Supported	FLASH & SAS	NL-SAS
Controller Interface	12 Gb SAS	12 Gb SAS

## Supported Media

System Category	Type	Usage/ Purpose	Nominal Capacity	Formatted Capacity*	Interface	DPE 25 Drive	25 X 2.5" Drive DAE	15 X 3.5" Drive DAE
All-Flash	SSD (SAS)	All-Flash	800 GB	733.5 GB	12 Gb SAS	✓	✓	
All-Flash	SSD (SAS)	All-Flash	1.92 TB	1751.9 GB	12 Gb SAS	✓	✓	
All-Flash	SSD (SAS)	All-Flash	3.84 TB	3503.9 GB	12 Gb SAS	✓	✓	
All-Flash	SSD (SAS)	All-Flash	7.68 TB	7006.9 GB	12 Gb SAS	✓	✓	
All-Flash	SSD (SAS)	All-Flash	15.36 TB	14014.9 GB	12 Gb SAS	✓	✓	
Hybrid	SSD (SAS)	FAST Cache & Mixed Pool	400 GB	366.7 GB	12 Gb SAS	✓	✓	
Hybrid	SSD (SAS)	Mixed Pool	800 GB	733.5 GB	12 Gb SAS	✓	✓	
Hybrid	SSD (SAS)	Mixed Pool	1.6 TB	1467.45 GB	12 Gb SAS	✓	✓	
Hybrid	SSD (SAS)	Mixed Pool	3.2 TB	2919.9 GB	12 Gb SAS	✓	✓	
Hybrid	SSD (SAS)	All-Flash	7.68 TB	7006.9 GB	12 Gb SAS	✓	✓	
Hybrid	10K HDD (SAS)	Mixed Pool	600 GB	536.7 GB	12 Gb SAS	✓	✓	
Hybrid	10K HDD (SAS)	Mixed Pool	1.2 TB	1100.5 GB	12 Gb SAS	✓	✓	
Hybrid	10K HDD (SAS)	Mixed Pool	1.8 TB	1650.8 GB	12 Gb SAS	✓	✓	
Hybrid	7.2K HDD (NL-SAS)	Mixed Pool	4.0 TB	3668.6 GB	12 Gb SAS			✓
Hybrid	7.2K HDD (NL-SAS)	Mixed Pool	6.0 TB	5505.0 GB	12 Gb SAS			✓
Hybrid	7.2K HDD (NL-SAS)	Mixed Pool	12.0 TB	10948.7 GB	12 Gb SAS			✓

\*GB = Base2 GiB (GiB = 1024x1024x1024)

All drives are 520 bytes/sector.

All drives are non-SED. Data at Rest Encryption is done via the storage controller

## Dell Unity OE Protocols and Software Facilities

Support is provided for a wide variety of protocols and advanced features available via various software suites, plug-ins, drivers and packs.

Protocols and Facilities Supported		
Access-based Enumeration (ABE) for SMB protocol	Address Resolution Protocol (ARP)	Block Protocols: iSCSI, Fibre Channel (FCP SCSI-3)
Container Storage Interface (CSI) Driver	Controller based Data at Rest Encryption (D@RE), with self-managed keys	DFS Distributed File System (Microsoft) as Leaf node or Standalone Root Server
Direct Host Attach for Fibre Channel and iSCSI	Dynamic Access Control (DAC) with claims support	Fail-Safe Networking (FSN)
Internet Control Message Protocol (ICMP)	Kerberos Authentication	Key Management Interoperability Protocol (KMIP) compliant external key manager for D@RE
LDAP (Lightweight Directory Access Protocol)	LDAP SSL	Link Aggregation for File (IEEE 802.3ad)
Lock Manager (NLM) v1, v2, v3, and v4	Management & Data Ports IPv4 and/or IPv6	NAS Servers Multi-protocol for UNIX and SMB clients (Microsoft, Apple, Samba)
Network Data Management Protocol (NDMP) v1-v4, 2-way & 3-way	Network Information Service (NIS) Client	Network Status Monitor (NSM) v1 Network Status Monitor (NSM) v1
Network Time Protocol (NTP) client	NFS v3/v4/4.2 Secure Support	NT LAN Manager (NTLM)
Portmapper v2	REST API: Open API that uses HTTP requests to provide management	Restriction of Hazardous Substances (RoHS) compliance
RSVD v1 for Microsoft Hyper-V	Simple Home Directory access for SMB protocol	SMI-S v1.6.1 compatible Dell Unity Block & File client
Simple Mail Transfer Protocol (SMTP)	Simple Network Management Protocol v2c & v3 (SNMP)	Virtual LAN (IEEE 802.1q)
VMware® Virtual Volumes (vVols) 2.0	VMware® vRealize™ Orchestrator (vRO) Plug-in	

Security & Compliance <small>(applies to all Dell Unity XT systems, except Dell UnityVSA)</small>
Department of Defense Information Network Approved Products List (DODIN APL) – Dell Unity O.E. v5.2 Listed
Common Criteria
Controller based Data at Rest Encryption (D@RE) with self-managed keys
KMIP compliant external key manager for D@RE
FIPS 140-2 Level 1 validation
IPv6 and dual stack (IPv4) modes of operation
Native SHA2 certificate
Security Technical Implementation Guide /Security Requirements Guide (STIG/SRG)
TLS 1.3, 1.2 support and TLS 1.0/1.1 disablement
File-Level Retention: Enterprise FLR-E and Compliance FLR-C with requirements for SEC rule 17a-4(f)

## Software

All Inclusive Base Software	<p>Management Software:</p> <ul style="list-style-type: none"> <li>• Unisphere: Element Manager</li> <li>• Unisphere Central: Consolidated dashboard and alerting</li> <li>• CloudIQ: Cloud-based storage analytics</li> <li>• Thin Provisioning</li> <li>• Dynamic Pools supported on all Unity XT platforms</li> <li>• Inline Data Reduction: Zero Detect / Deduplication / Compression supported on all Unity XT platforms</li> <li>• Host Groups</li> <li>• Proactive Assist: Configure remote support, online chat, open a service request, etc.</li> <li>• Quality of Service (Block, File, and vVols)</li> <li>• SMB Top Talkers</li> <li>• Dell Storage Analytics Adapter for VMware® vRealize™</li> <li>• File &amp; Block Tiering / Archiving to Public/Private Clouds (Cloud Tiering Appliance)</li> <li>• File-Level Retention (FLR-E &amp; FLR-C)</li> </ul> <p>Unified Protocols:</p> <ul style="list-style-type: none"> <li>• File</li> <li>• Block</li> <li>• vVols</li> </ul> <p>Local Protection:</p> <ul style="list-style-type: none"> <li>• Controller Based Encryption (optional), with self-managed or external key management</li> <li>• Local Point-In-Time Copies (Snapshots and Thin Clones)</li> <li>• AppSync Basic</li> <li>• Dell Common Event Enabler; AntiVirus Agent, Event Publishing Agent</li> </ul> <p>Remote Protection:</p> <ul style="list-style-type: none"> <li>• Native Asynchronous Block &amp; File Replication</li> <li>• Native Synchronous Block &amp; File Replication</li> <li>• MetroSync Manager (optional software to automate failover of synchronous file replication sessions)</li> <li>• Snapshot Shipping</li> <li>• Dell RecoverPoint Basic</li> </ul> <p>Migration:</p> <ul style="list-style-type: none"> <li>• Native Block &amp; File migration from legacy Dell VNX</li> <li>• SAN Copy Pull: Integrated Block migration from 3<sup>rd</sup> party arrays</li> </ul> <p>Performance and Efficiency Optimization for Hybrid Arrays:</p> <ul style="list-style-type: none"> <li>• FAST Cache</li> <li>• FAST VP</li> </ul>
Interface Protocols	NFSv3, NFSv4, NFSv4.1; CIFS (SMB 1), SMB 2, SMB 3.0, SMB 3.02, and SMB 3.1.1; FTP and SFTP; FC, iSCSI and VMware Virtual Volumes (VVols) 2.0
Optional Solutions	<ul style="list-style-type: none"> <li>• AppSync Advanced</li> <li>• Connectrix SAN</li> <li>• Dell Data Protection Hardware &amp; Software platforms</li> <li>• Dell RecoverPoint Advanced</li> <li>• Dell RP4VM</li> <li>• PowerPath Migration Enabler</li> <li>• PowerPath Multipathing</li> <li>• Unity XT metro node</li> <li>• VPLEX</li> </ul>
Note: For more details on software licensing, please contact your sales representative	

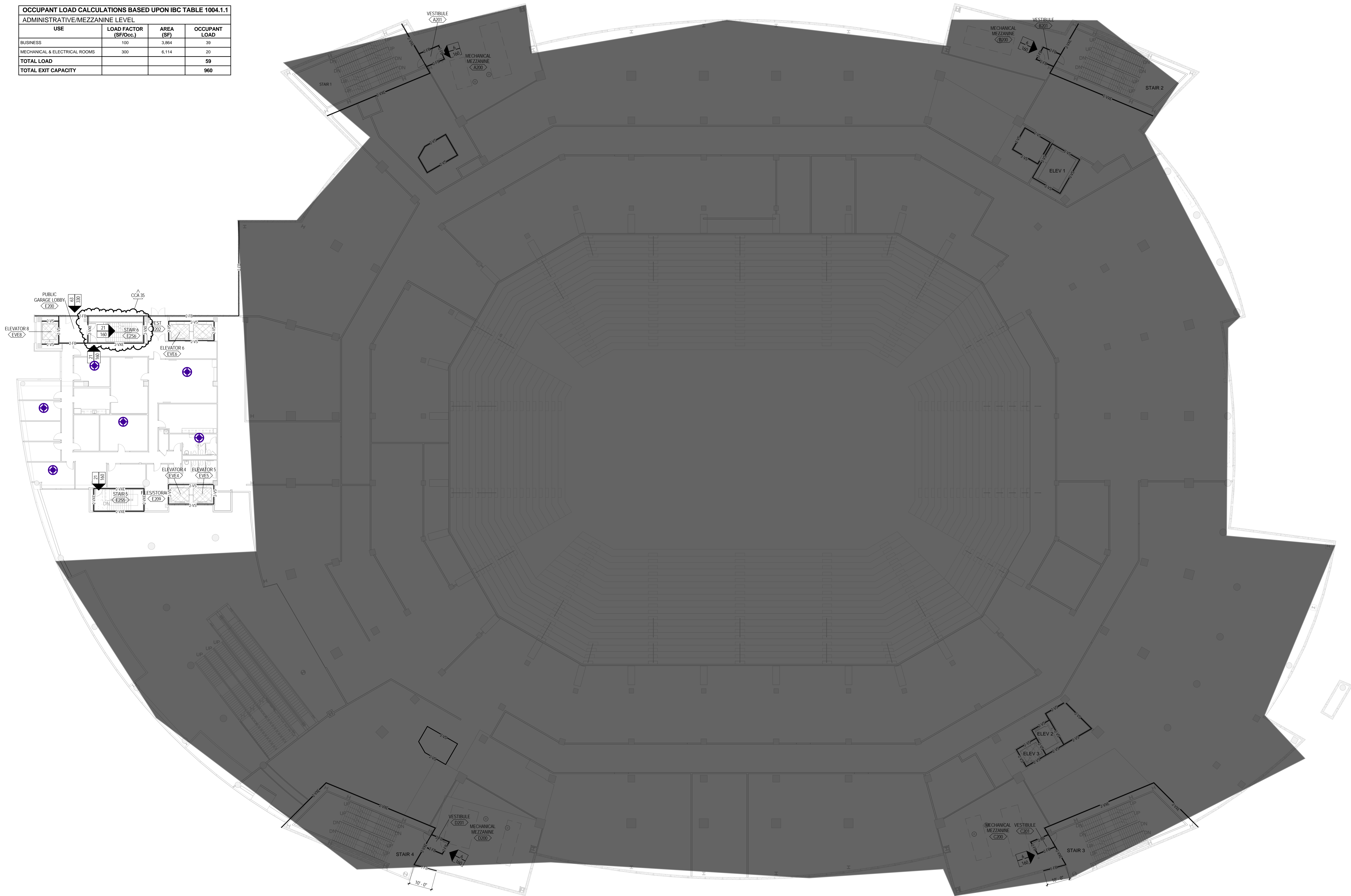
## Virtualization Solutions

Dell Unity offers support for a wide variety of protocol and advanced features available via various software suites and packs including but not limited to:

- OpenStack Cinder Driver: For provisioning and managing block volumes within an OpenStack environment
- OpenStack Manila Driver: For managing shared file systems within an OpenStack environment
- Dell Virtual Storage Integrator (VSI) for VMware vSphere™: For provisioning, management, and cloning
- VMware Site Recovery Manager (SRM) Integration: Managing failover and failback making disaster recovery rapid and reliable
- Virtualization API Integration: VMware: VAAI and VASA. Hyper-V: Offloaded Data Transfer (ODX) and Offload Copy for File
- Ansible Module for Unity



OCCUPANT LOAD CALCULATIONS BASED UPON IBC TABLE 1004.1.1			
ADMINISTRATIVE/MEZZANINE LEVEL			
USE	LOAD FACTOR (SF/Occ.)	AREA (SF)	OCCUPANT LOAD
BUSINESS	100	3,864	39
MECHANICAL & ELECTRICAL ROOMS	300	6,114	20
TOTAL LOAD			59
TOTAL EXIT CAPACITY			960



CODE PLAN - ADMIN LEVEL

SCALE: 1/16" = 1'-0"

CODE PLAN - ADMIN LEVEL  
WEST HAYMARKET ARENA

Revisions  
11-16-11  
06-15-2012  
CCA 1.000  
CCA 3.05

CP1.3  
10-10124-00  
May 08, 2012

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- Archives  
BP2 - 08.17.11  
BP3 - 09.22.11  
BP4 - 11.01.11  
CCA 007 - 11.16.11  
BP5 - 02.06.12  
CCA 035 - 06.15.12

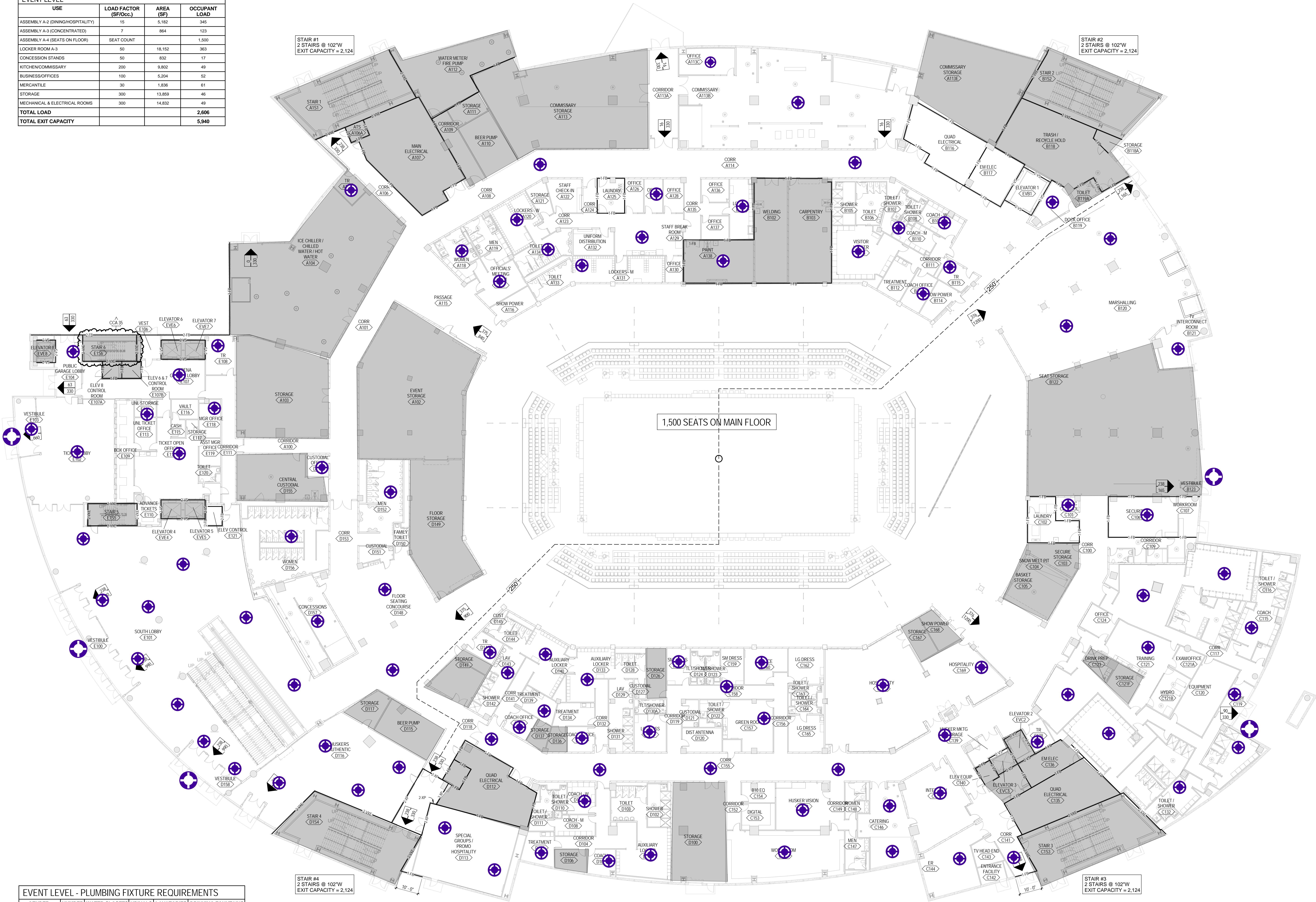
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OCCUPANT LOAD CALCULATIONS BASED UPON IBC TABLE 1004.1.1			
EVENT LEVEL			
USE	LOAD FACTOR (SF/OCC.)	AREA (SF)	OCCUPANT LOAD
ASSEMBLY A-2 (DINING/HOSPITALITY)	15	5,182	345
ASSEMBLY A-3 (CONCENTRATED)	7	964	123
ASSEMBLY A-4 (SEATS ON FLOOR)	SEAT COUNT		1,500
LOCKER ROOM A-3	50	18,152	363
CONCESSION STANDS	50	832	17
KITCHEN/COMMISSARY	200	9,802	49
BUSINESS/OFFICES	100	5,204	52
MERCANTILE	30	1,836	61
STORAGE	300	13,859	46
MECHANICAL & ELECTRICAL ROOMS	300	14,832	49
<b>TOTAL LOAD</b>			<b>2,606</b>
<b>TOTAL EXIT CAPACITY</b>			<b>5,940</b>



EVENT LEVEL - PLUMBING FIXTURE REQUIREMENTS					
GENDER	NUMBER	WATER CLOSETS	URINALS	LAVATORIES	DRINKING FOUNTAINS
WOMEN REQUIRED	1305	19	-	5	5
WOMEN PROVIDED	1305	49	-	30	2
MEN REQUIRED	1305	5	7	5	5
MEN PROVIDED	1305	32	16	36	2



CODE PLAN - EVENT LEVEL

SCALE: 1/16" = 1'-0"

CODE PLAN - EVENT LEVEL  
WEST HAYMARKET ARENA

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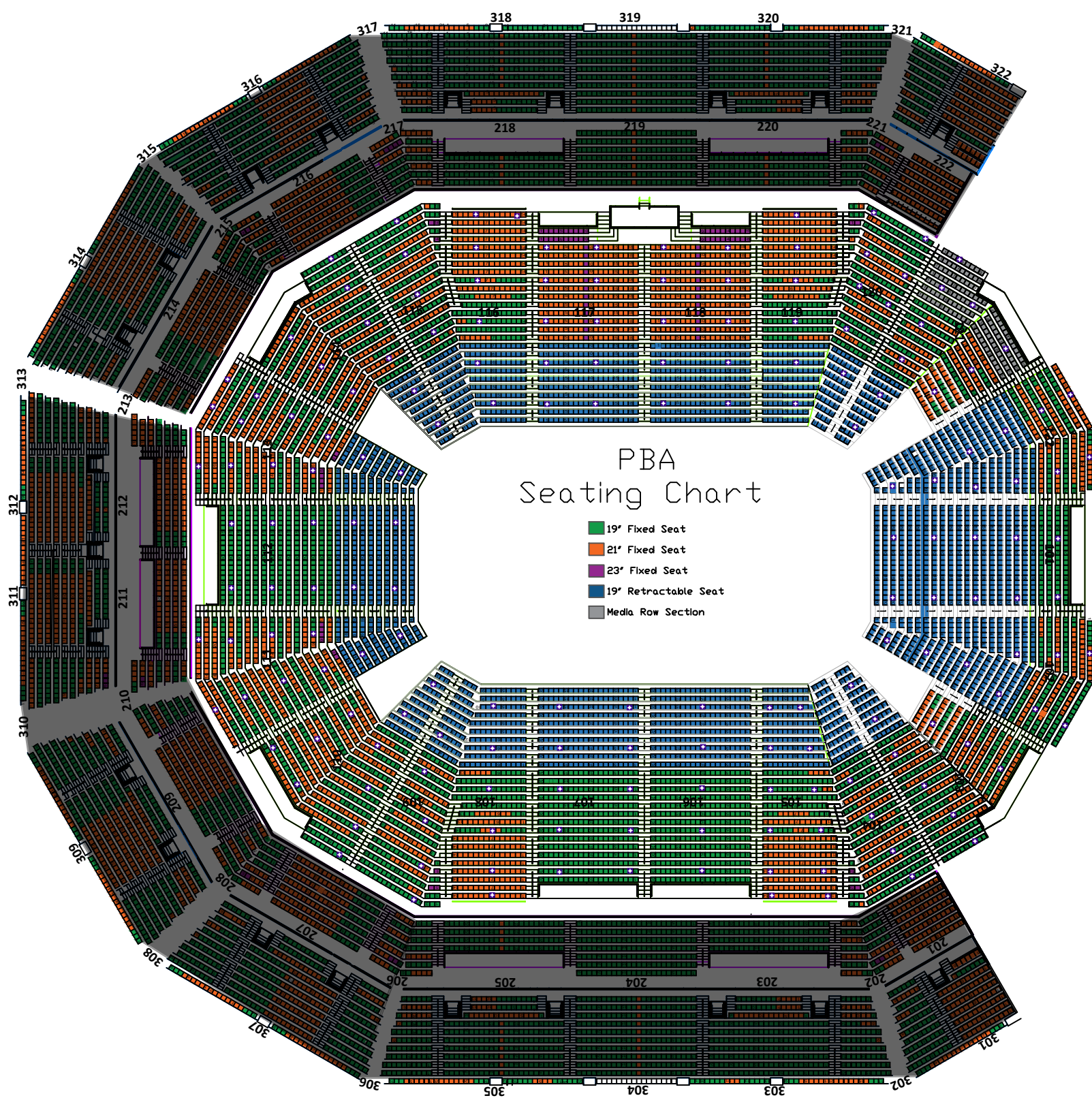
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01/13/2012	CC-14
02/02/2012	CC-22
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04/12/2012	CC-21

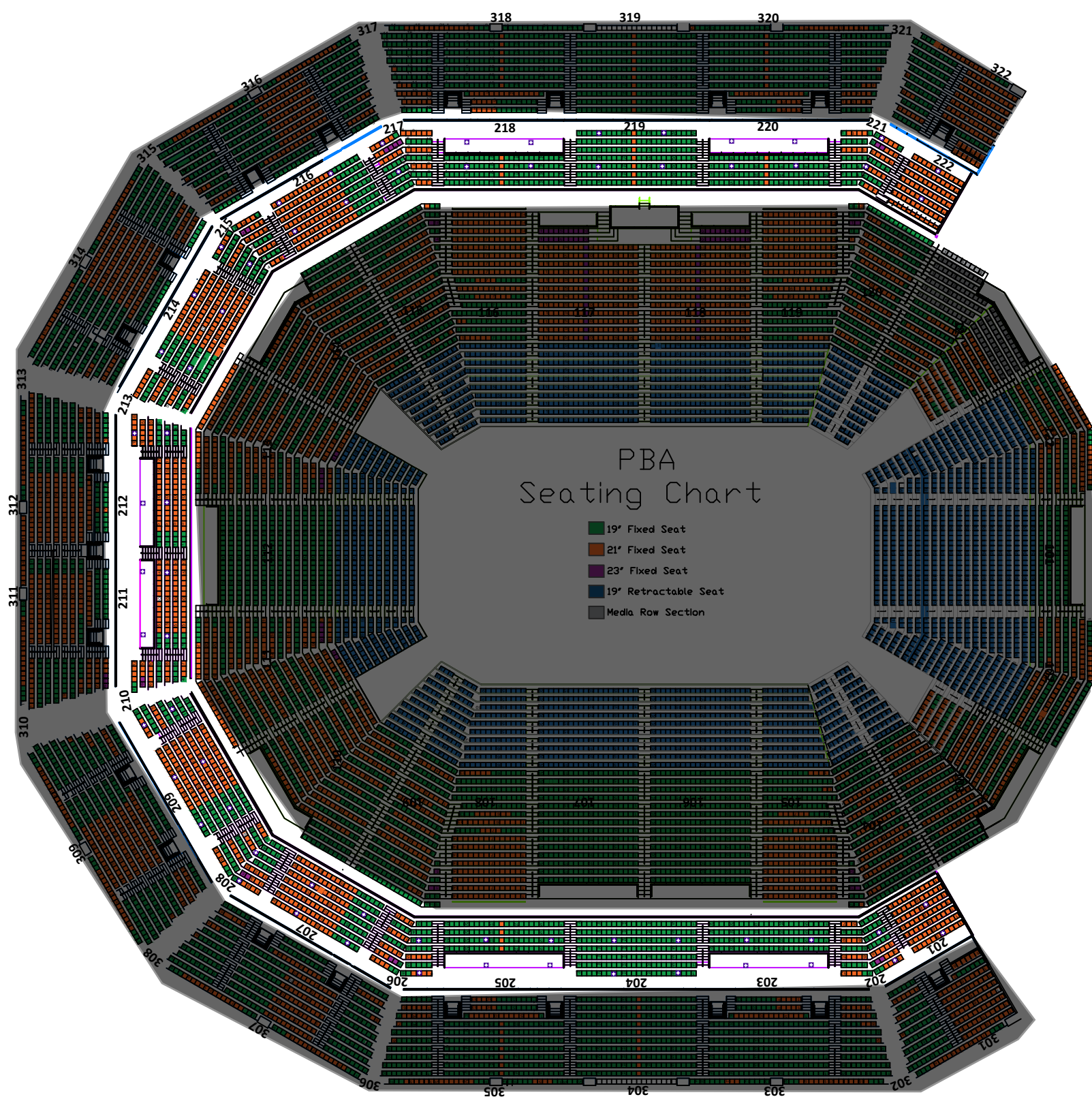
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May 08, 2012



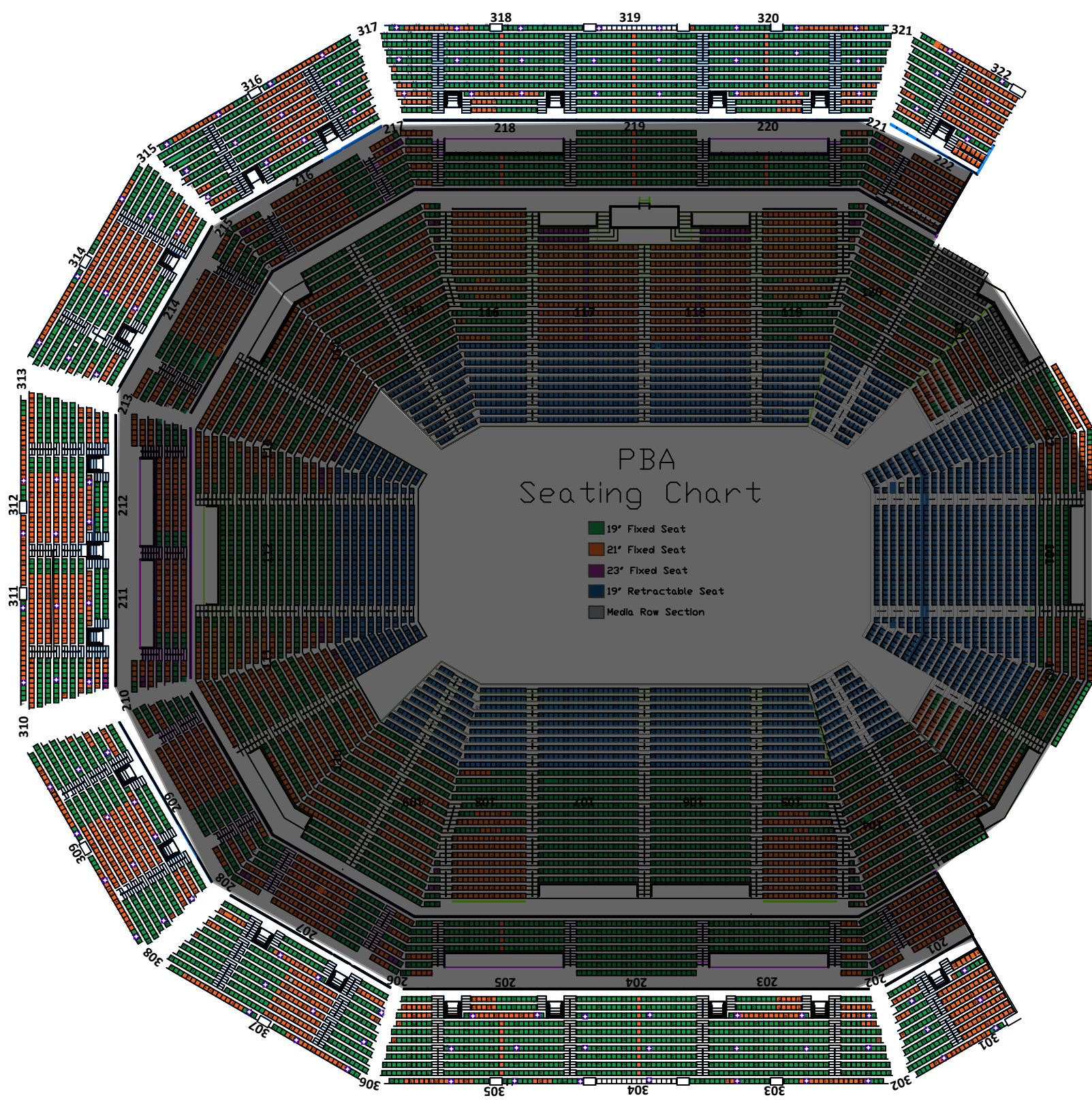














OCCUPANT LOAD CALCULATIONS BASED UPON IBC TABLE 1004.1.1			
UPPER CONCOURSE			
USE	LOAD FACTOR (SF/Occ.)	AREA (SF)	OCCUPANT LOAD
ASSEMBLY A-4 (SEATS ON FLOOR)	SEAT COUNT		6,342
CONCESSION STANDS	50	3,638	73
BUSINESS/OFFICES	100	345	4
STORAGE	300	2,435	8
MECHANICAL & ELECTRICAL ROOMS	300	1,868	6
<b>TOTAL LOAD</b>			<b>6,433</b>
<b>TOTAL EXIT CAPACITY</b>			<b>8,336</b>

UPPER CONCOURSE - PLUMBING FIXTURE REQUIREMENTS						
GENDER	NUMBER	WATER CLOSETS	URINALS	LAVATORIES	DRINKING FOUNTAINS	
WOMEN REQUIRED	3217	34	-	8	8	
WOMEN PROVIDED	3217	61	-	26	8	
MEN REQUIRED	3217	9	13	8	8	
MEN PROVIDED	3217	12	20	14	8	

STAIR #1  
2 STAIRS @ 102"W  
EXIT CAPACITY = 2,124

STAIR #2  
2 STAIRS @ 102"W  
EXIT CAPACITY = 2,124

STAIR #4  
2 STAIRS @ 102"W  
EXIT CAPACITY = 2,124

STAIR #3  
2 STAIRS @ 102"W  
EXIT CAPACITY = 2,124

UPPER DECK SEATING = 6,342  
FUTURE SEATING = 1,934



CODE PLAN - UPPER CONCOURSE

SCALE: 1/16" = 1'-0"

Archives  
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BP3 - 09.22.11  
BP4 - 11.01.11  
CCA 007 - 11.16.11  
BP5 - 02.06.12  
CCA 048 - 08.31.12

CODE PLAN - UPPER CONCOURSE  
WEST HAYMARKET ARENA

11-16-11  
08-17-12  
CCA 048  
CCA 048

CP1.6  
10-10124-00  
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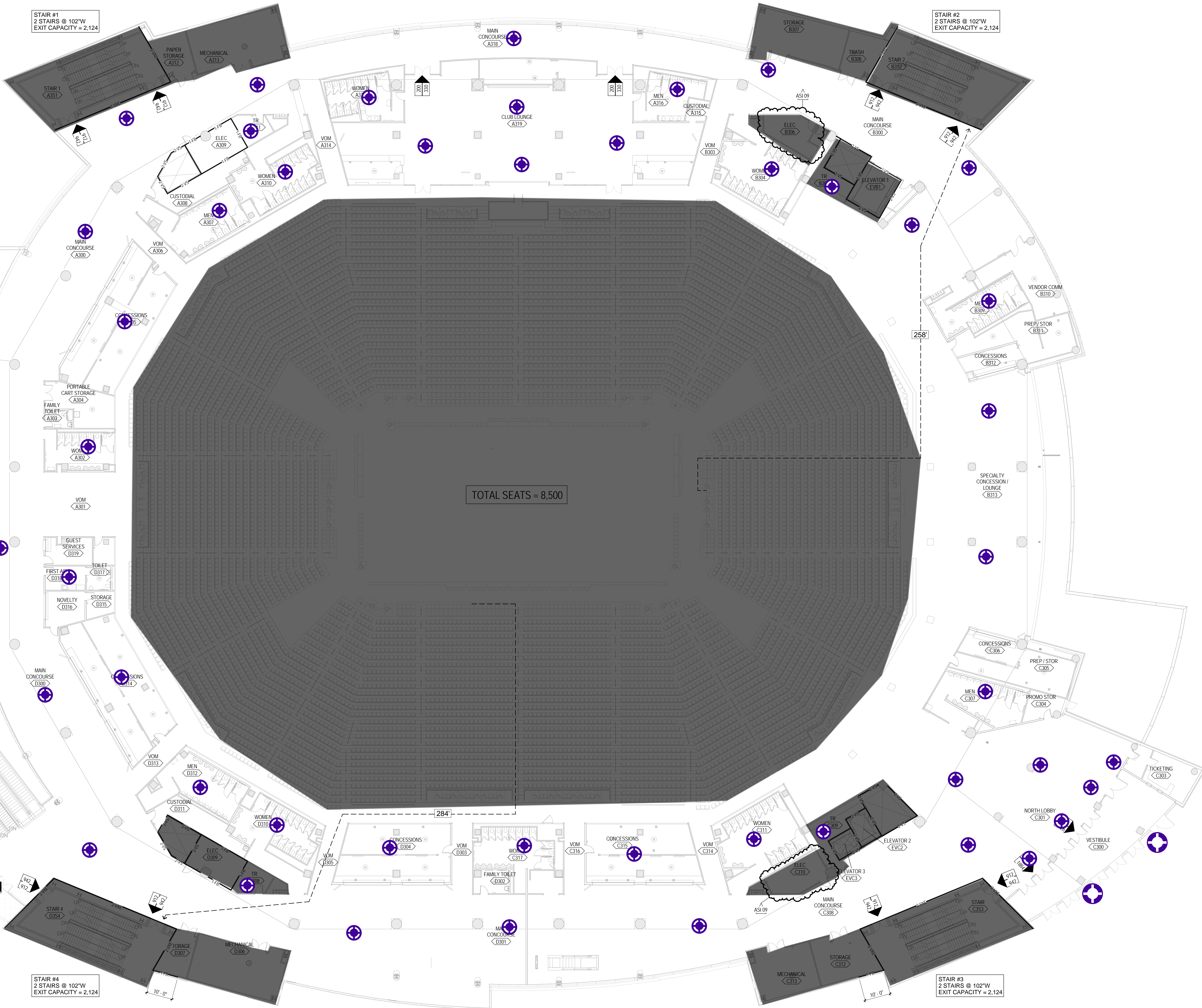
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OCCUPANT LOAD CALCULATIONS BASED UPON IBC TABLE 1004.1.1			
MAIN CONCOURSE			
USE	LOAD FACTOR (SF/Occ.)	AREA (SF)	OCCUPANT LOAD
ASSEMBLY A-2 (DINING/HOSPITALITY)	15	5,200	347
ASSEMBLY A-3 (CONCENTRATED)	7	864	123
ASSEMBLY A-4 (SEATS AT THIS LEVEL)	SEAT COUNT		8,500
CONCESSION STANDS	50	5,967	119
BUSINESS/OFFICES	100	441	4
MERCANTILE	30	185	7
STORAGE	300	2,171	7
MECHANICAL & ELECTRICAL ROOMS	300	3,252	11
<b>TOTAL LOAD</b>			<b>9,118</b>
<b>TOTAL EXIT CAPACITY</b>			<b>12,246</b>

MAIN CONCOURSE - PLUMBING FIXTURE REQUIREMENTS					
GENDER	NUMBER	WATER CLOSETS	URINALS	LAVATORIES	DRINKING FOUNTAINS
WOMEN REQUIRED	4559	45	-	10	10
WOMEN PROVIDED	4559	77	-	35	8
MEN REQUIRED	4559	12	18	10	10
MEN PROVIDED	4559	24	33	27	8



 **CODE PLAN - MAIN CONCOURSE**  
SCALE: 1/16" = 1'-0"

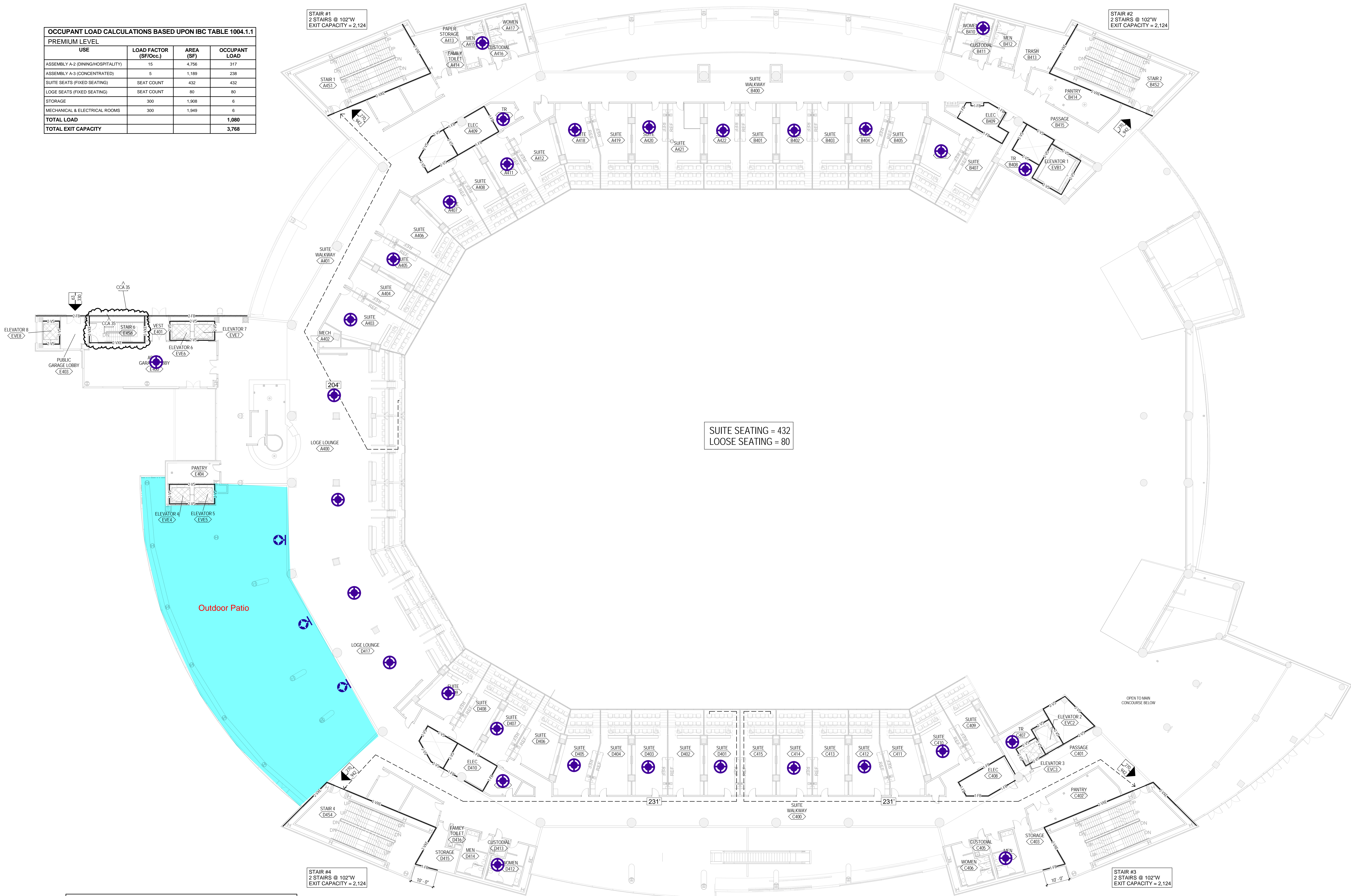
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BP4 - 11.01.11  
CCA 007 - 11.16.11  
BP5 - 02.06.12  
CCA 035 - 06.15.12  
ASI 009 - 06.22.12

**CODE PLAN - MAIN CONCOURSE**  
**WEST HAYMARKET ARENA**

11/16/11	11/16/11
CCA 007	CCA 007
CCA 035	CCA 035
ASI 009	ASI 009



OCCUPANT LOAD CALCULATIONS BASED UPON IBC TABLE 1004.1.1			
PREMIUM LEVEL			
USE	LOAD FACTOR (SF/Occ.)	AREA (SF)	OCCUPANT LOAD
ASSEMBLY A-2 (DINING/HOSPITALITY)	15	6,756	317
ASSEMBLY A-3 (CONCENTRATED)	5	1,189	238
SUITE SEATS (FIXED SEATING)	SEAT COUNT	432	432
LOGE SEATS (FIXED SEATING)	SEAT COUNT	80	80
STORAGE	300	1,908	6
MECHANICAL & ELECTRICAL ROOMS	300	1,949	6
TOTAL LOAD			1,080
TOTAL EXIT CAPACITY			3,768



PREMIUM LEVEL - PLUMBING FIXTURE REQUIREMENTS					
GENDER	NUMBER	WATER CLOSETS	URINALS	LAVATORIES	DRINKING FOUNTAINS
WOMEN REQUIRED	540	4	-	3	2
WOMEN PROVIDED	540	12	-	8	0
MEN REQUIRED	540	4	4	3	2
MEN PROVIDED	540	4	8	8	0



CODE PLAN - PREMIUM LEVEL

SCALE: 1/16" = 1'-0"

CODE PLAN - PREMIUM LEVEL  
WEST HAYMARKET ARENA

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Archives  
BP2 - 08.17.11  
BP3 - 09.22.11  
BP4 - 11.01.11  
CCA 007 - 11.16.11  
BP5 - 02.06.12  
CCA 035 - 06.15.12

**CP1.5**  
10-10124-00  
May 08, 2012



# REQUEST FOR PROPOSALS

Pinnacle Bank Arena

RFP No. 25-001

Network Infrastructure Refresh



City of Lincoln | Lancaster County Purchasing  
Sharon Mulder  
Assistant Purchasing Agent  
440 S. 8<sup>th</sup> Street, Suite 200  
Lincoln, NE 68508  
402-441-7428



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## GLOSSARY OF TERMS

*Note: In the event of a conflict of definition of terms between the Glossary of Terms and language contained within the Request for Proposal document (RFP), the RFP language shall take precedence.*

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the Owner or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

**Addendum:** An addition to an existing document; a supplement or change to the originally published information.

**Agencies:** The Lancaster County, Nebraska and West Haymarket Joint Public Agency]— hereinafter referred to as Owner.

**Agent/Representative:** A person authorized to act on behalf of another.

**Amend:** To alter or change by adding, subtracting, or substituting.

**Amendment:** A written correction or alteration to a contract document.

**Appropriation:** Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

**Award:** All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP and associated documents in Ebid. The Owner reserves the right to reject any or all proposals, wholly or in part, and/or to award to multiple Proposers in whole or in part. The Owner reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the Proposer's competitive position. All awards will be made in a manner deemed in the best interest of the Owner.

**Best and Final Offer (BAFO):** A process requested from Proposer(s) for their best cost for a specific solicitation prior to determining a contract award.

**Best Value:** A determination made through the evaluation of responses using factors in addition to cost to identify the highest ranked, responsible, and responsive Proposer who has the best offering for the Owner.

**Bid Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Proposer will not withdraw the bid.

**Business:** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

**Business Day:** Any weekday, with the exception of Owner-recognized holidays.

**Calendar Day:** Every day shown on the calendar including Saturdays, Sundays, and holidays.

**Collusion:** An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

**Commodities:** Any equipment, material, supplies or good; anything movable or tangible that is provided or sold.

**Commodities Description:** Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

**Competition:** The effort or action of two or more commercial interests to obtain the same business from third parties.

**Confidential Information:** Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

**Contract:** An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

**Contract Administration:** The management of a contract, which includes and is not limited to, contract signature process, contract amendments and any necessary legal actions.

**Contract Award:** The Owner's final decision to award the contract to the Proposer deemed most responsive and responsible.

**Contract Period:** Language outlined in the contract documents that delineates the start and end dates of the contract performance period and may also include information regarding any optional renewals.

**Contractor:** An individual or entity having a contract to furnish commodities and/or perform the services on behalf of the Owner.

**Copyright:** A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

**Cost:** The cost to the Owner for goods and/or services according to the terms of the proposal and subsequent contract as proposed by the Proposer. Cost may be negotiated following a recommendation of the Selection Committee. Cost is an evaluation factor but is not evaluated by the Selection Committee with the other qualification factors.

**Customer Service:** The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the contractor.

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

**Department:** An entity of the City of Lincoln, Lancaster County, the City of Lincoln/Lancaster County Public Building Commission and/or the West Haymarket Joint Public Agency.

**Deviation:** Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

**Ebid System:** The internet-based system used by the Owner for soliciting bids, issuing requests for proposals and qualifications, providing access to contracts, and communicating with Proposers and for the electronic submission of proposals and bid responses.

**Essential Qualifications and Experience:** Information provided in Section I. of this RFP that describes the minimum qualifications and/or experience necessary to be deemed eligible for consideration in the evaluation process and/or receive a contract award.

**Evaluation:** The process of examining an offer to determine the Proposer's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

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

**Free on Board (F.O.B.) Destination:** The delivery charges are included in the cost and prepaid by the Contractor. The point at which a title changes hands from the Contractor to the Owner at the destination of the shipment when the Owner accepts the goods. The Contractor owns the goods in transit, assumes responsibility for carrier selection, and files any claims for damages incurred during this period.

**Interested Party:** A person acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

**Late Proposal:** An offer received after the Closing Date and Time in Ebid. Late Proposals are not accepted.

**May:** Discretionary, permitted; used to express possibility.

**Mandatory/Must:** Required, compulsory, obligatory, or mandatory. See Shall/Will/Must.

**Negotiation Committee:** Committee appointed by the requesting department that advises and assists the Purchasing Division in negotiating a final scope and fee based on offers made in response to written solicitations.

**Non-Responsive:** A classification of the Proposer that occurs when the Request for Proposal (RFP) response fails to conform to the substantive requirements of the solicitation and/or does not provide information material to evaluation and/or award eligibility.

**Not Responsible:** A classification that occurs when the Proposer does not demonstrate the necessary qualifications, experience, capabilities, acceptable past performance, reputation and/or yield favorable information from references to meet the required standards necessary to be eligible for a contract award.

**Owner:** Lancaster County, Nebraska, West Haymarket Joint Public Agency

**Performance Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the contractor fulfills all obligations under the contract.

**Pre-Proposal Conference:** A meeting held by the procurement professional with potential Proposers prior to the opening of the solicitation for the purpose of reviewing specifications, answering questions, clarifying ambiguities, and responding to general issues.

**Product:** An article or substance that is manufactured and distributed commercially for sale, use, or consumption and is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

**Project:** The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

**Proposal:** The offer submitted by a Proposer in response to a solicitation.

**Proposer:** An individual or vendor submitting a proposal in response to an RFP issued by the City/County Purchasing Division.

**Proprietary Information:** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other proprietary or commercial information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

**Proposal Opening:** The process of unsealing proposals in Ebid at the time specified in the solicitation.

**Purchasing Division:** The central, automated procurement source for all City and County agencies to ensure the appropriate, cost-effective acquisition, distribution, and disposal of all goods and services for our clients.

**Renewal Period:** Optional contract periods after the original Contract Period for a specified duration with previously agreed to terms and conditions by all parties involved. Not to be confused with a contract Extension.

**Request for Proposal (RFP):** A solicitation for obtaining competitive offers.

**Responsible Proposer:** A Proposer who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

**Responsive Proposer:** A Proposer who has submitted an RFP response that conforms to all requirements of the solicitation document.

**Section:** A single-sided, title page within the proposal response intended to create separate sections for the submittals requested in Section IV. Such sections are to be properly identified, and labeled within the RFP submission. It also may be referred to as a section divider.

**Selection Committee:** Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals (offers made in response to written solicitations).

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

**Should:** Expected; suggested, but not necessarily mandatory.

**Specifications:** The detailed statement, especially of the measurements, quality, materials, and functional characteristics or other items to be provided under a contract.

**Subcontractor:** An individual or entity with whom the Contractor enters a contract to perform a portion of the work awarded to the Contractor.

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

**Third Party:** Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and Subcontractors or agents and their employees. It shall not include any entity or person who is an interested party to the contract or agreement.

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

**Trademark:** A word, phrase, logo, or other graphic symbol used by a manufacturer or distributor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

**Vendor:** An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

**Will:** See Shall/Will/Must

**Workday:** See Business Day.

## **I. PROJECT INFORMATION AND ESSENTIAL QUALIFICATIONS**

### **A. PROJECT OVERVIEW**

The West Haymarket Joint Public Agency (WHJPA) hereinafter called Owner is requesting proposals for WIFI infrastructure for Pinnacle Bank Arena.

The Owner intends to select a Contractor based on the evaluation criteria outlined herein which will accomplish the objectives of the project while incorporating innovative and cost-effective methods.

The successful contractor(s) will be responsible for remaining on established schedules for all services rendered to meet the proposed schedule for the project deliverable(s).

The Contractor will procure, install, manage, and work with the electrical contractor to install the new network. The Contractor will also manage the network infrastructure over the next five (5) years until payment is completed.

### **B. BACKGROUND INFORMATION**

Pinnacle Bank Arena opened in August 2013 and has hosted various events such as concerts, trade shows and family shows and is home to the Nebraska Men's and Women's basketball teams. The IT infrastructure has remained in place since 2013 and has experienced minor upgrades since opening.

### **C. RFP DOCUMENTS**

Proposers are to immediately notify the Purchasing Division Staff, prior to the close of the RFP, of any ambiguity, inconsistency or error discovered upon examination of the RFP documents, including, but not limited to the information outlined herein and any information provided in Ebid.

### **D. AVAILABLE INFORMATION AND/OR IMPORTANT DOCUMENTS**

Attached Arena drawings include all the locations of all the new access points that will need to be installed throughout Pinnacle Bank Arena. These drawings include:

Event level, admin level, main concourse, premium concourse, and upper-level concourse, lower bowl, suites, 200 level and the 300 level.

### **E. CONTRACT TERM**

The contract shall be for a period of five (5) years from the date of contract execution or first lease agreement payment.

### **F. ESSENTIAL QUALIFICATIONS AND EXPERIENCE:**

The Owner is seeking a contractor with the following minimum qualifications to be deemed responsible and eligible for evaluation. If your company does not meet and/or exceed ALL the essential qualifications listed, your company is advised not to proceed with preparing and submitting an RFP response to this solicitation.

Confirmation that your company has read, understands, and meets the minimum qualifications is to be included in your Proposal submission – see [“EXHIBIT 1”](#). Complete the form and include the proper areas of the RFP response as requested in the submission instructions outlined in Section IV. Failure to include **“EXHIBIT 1”** in your proposal submission may result in your company being deemed as **“Not Responsible”** and disqualified from consideration. Meeting the minimum essential qualifications and experience are required elements to be deemed responsible.

1. Proposers must have a minimum of ten (10) years of successful experience providing the products/services described in Section I. A. Project Overview and all other relevant areas of the RFP. This experience must be from the Proposer and not through arrangements with Subcontractors.
2. Proposer has the capability to perform the primary functions of this project and/or service including project management, Network upgrades, Day to Day management of all systems and infrastructure throughout Pinnacle Bank Arena.
3. Proposer holds an ECSE Certification (Ekahau Wireless Design and Troubleshooting), CompTIA Network +, CCNA, CCNP.

4. Proposer has the capability to deploy on-site support same day for critical issues at the request of Pinnacle Bank Arena.

This RFP invites qualified Proposers to submit responses for accomplishment of the items of work described in **Section III. PROJECT INFORMATION**.

The scope of general and required services identified in this RFP are intended to serve as a general description of anticipated objectives and tasks.

The Owner will rely on the Proposer's competence and experience to work with all Owner departments and divisions in meeting all necessary tasks, providing ongoing quality services, and communicating successfully to provide the most effective and efficient products and/or services.



## II. PROCUREMENT PROCEDURE

### A. EQUAL OPPORTUNITY

The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all Proposers and encourages minority businesses and women's business enterprises to participate in the bidding process.

### B. RFP APPROACH

The RFP process is designed to be a competitive negotiation platform, where cost is not the sole determinative factor. The Owner has the flexibility to negotiate with a selected Proposer to arrive at a mutually agreeable relationship.

The Owner reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers, such as shall best serve the requirements and interests of the Owner.

### C. SELECTION COMMITTEE

A Selection Committee will be assigned the task of reviewing the proposals received. The Selection Committee may request documentation from the Proposer(s) of any information provided in their proposal response or require the Proposer to clarify or expand qualification statements.

The Selection Committee may also require a site visit and/or verbal interview(s) with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

### D. PROPOSER'S OFFER AND REPRESENTATION

The submitted proposal shall be considered an offer on the part of the Proposer. Such offer shall be deemed accepted upon issuance by the Owner(s) of contract documents appropriate to the work.

No offer shall be withdrawn for a period of one hundred and twenty (120) calendar days after the time/date established for receiving proposals, and Proposer agrees by submitting an offer.

Each Proposer, by electronically signing and submitting an offer, represents that he/she has read and understands the proposal documents, and the offer has been made in accordance therewith.

Each offer represents the Proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements.

### E. INDEPENDENT COST DETERMINATION

By signing and submitting this RFP, the Proposer certifies that the proposal and cost offered have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other competitor; unless otherwise required by law, the proposal and costs which have been submitted have not been knowingly disclosed by the Proposer prior to the RFP closing directly or indirectly to any other competitor. No attempt has been made, or will be made, by the Proposer to induce any person or Proposer to submit, or not to submit, a response for the purpose of restricting competition.

### F. PROJECT TIMELINE

The tentative project schedule is listed directly below and is subject to change:

ACTIVITY ITEM	DATE (TIME IF APPLICABLE)
Evaluation period	February 10-13, 2025
Oral Interviews (If applicable)	TBD
Final Selection	February 28, 2025
Contract Negotiations (if applicable)	Week of March 3, 2025
Contract Execution	End of April 2025 after the WHJPA Meeting

## G. PROPOSAL PROCEDURE

### EBID REGISTRATION

Proposer must be registered on the City/County's Ebid site to respond to the above RFP.

1. To register in Ebid, click on this link: <https://col.ionwave.net/Login.aspx>.
2. Click on "Supplier Registration" and follow the instructions to complete the registration.

The Proposer should adhere to instructions directly below to create a complete RFP submission.

- 1) Attach one (1) proposal in the Response Attachments tab in Ebid as a PDF file format. The title of the RFP response shall be clearly marked with the following information "**RFP 25-001 Network Infrastructure Refresh**".

### ALTERNATE PROPOSALS

No Alternate Proposals will be accepted for this project.

## H. COSTS

Costs on "**Attachment 1 - Cost Proposal**" form shall remain fixed for the five (5) years of the contract period.

## I. BEST AND FINAL OFFER

Each proposer should provide its best offer with their original proposal response and should not expect the Owner to request a best and final offer (BAFO).

The Owner reserves the right to conduct more than one BAFO or to not offer every proposer an opportunity to submit a BAFO. If requested by the Owner, the BAFO must be submitted on the BAFO Cost Proposal form and in accordance with the Owner's instructions. Failure to submit a requested BAFO or failure to submit a BAFO in accordance with the Owner's instructions may result in rejection of the proposer's entire proposal response. BAFOs may be scored and ranked by the Selection Committee.

## J. PROTECTION OF PROPRIETARY AND TRADE SECRET INFORMATION

Data contained in any proposal or bid (hereinafter "Submission") and all documentation provided therein, become the property of the Owner. Upon receipt of any submission by the Owner, all data and documentation become public records and is subject to disclosure by the Owner to any party initiating a public records request under Nebraska Revised Statutes §84-712 et seq. In response to a public records request, the Owner may include the entire proposal or response. The Owner has no duty to protect proprietary or commercial information and/or trade secrets.

If the Proposer wishes to have any information withheld from a public records request, such information must fall within the definition of "proprietary or commercial information" contained within Nebraska Public Records Statutes as defined by Nebraska Revised Statute §84-712.05(3) and/or must be considered "trade secrets" as defined by Nebraska Revised Statutes §87-501 to 87-507.

All information the Proposer requests the Owner to withhold from public disclosure must be submitted by:

1. Uploading separate from the remainder of the submission;
2. Clearly marking "proprietary or commercial information" and/or "trade secrets" in the file name;
3. Supporting documentation specifically enumerating why the information in such documents are marked and qualified as proprietary or commercial information/trade secrets. Under Nebraska law, for such information to be protected, the information, if released, would give competitors an advantage and serve no public purpose.

**FAILURE TO STRICTLY COMPLY WITH THESE INSTRUCTIONS WILL RESULT IN DISCLOSURE OF INFORMATION DECLARED BY THE PROPOSER TO BE PROPRIETARY OR COMMERCIAL INFORMATION AND/OR TRADE SECRETS. NO NOTICE OF FAILURE TO COMPLY WILL BE PROVIDED.**

If the instructions above for designating proprietary or commercial information and/or trade secrets are strictly followed, the Owner may provide the Proposer with reasonable notice that a public records request has been made that may include the information designated as proprietary and commercial or a trade secret. It is the sole responsibility of the Proposer to take actions necessary to protect the information claimed as proprietary or commercial, or a trade secret.

Proposers may not mark their entire Submission as *proprietary or commercial information and/or trade secrets*. The Proposer's cost may not be marked as proprietary or commercial information/trade secrets and are deemed to be a public record in the State of Nebraska. Failure of the Proposer to follow the instructions for submitting proprietary or commercial information/trade secrets may result in the material being viewed by other Proposers and/or the public.

#### **K. COPYRIGHT AND POSTING WAIVER**

Any individual or entity awarded a contract, or who submits a proposal response to this RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP may have; and it shall be implied that they have the ability and authority to enter into such waiver. This reservation and waiver are a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal response to the RFP being found non-responsive and rejected.

To facilitate public postings, except for proprietary information, the Owner reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents.

Any entity awarded a contract or submitting a proposal response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the Owner 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 Owner, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFP, awards, and other documents.

#### **L. RFP CLARIFICATION AND ADDENDA**

##### ***Clarification and Question Procedures***

Proposers shall promptly notify the Purchasing Division of any ambiguity, inconsistency, or error which they may discover upon examination of the RFP and related documents.

Proposers desiring clarification or interpretation of the specification and related RFP documents shall make a written request on or before the Question Cutoff Date and Time in Ebid.

These inquiries and/or responses shall be distributed to prospective Proposers electronically via Ebid.

All inquiries regarding the submission of the proposal through Ebid or providing written instructions of the submittals may be made via email or phone to the City/County Bid Line in the Purchasing Division:

**Purchasing Phone Number: 402-441-8103**

**Purchasing Email Address: [purchasing@lincoln.ne.gov](mailto:purchasing@lincoln.ne.gov)**

##### **Addenda Procedure:**

Addenda are instruments issued by the Owner prior to the date for receipt of offers which modify or interpret the Request for Proposal and related documents by addition, deletion, clarification, or correction.

It is the Proposer's responsibility to review all Addenda issued. Oral interpretations/changes to the RFP and related documents made in any other manner than written form, will not be binding on the Owner; Proposers shall not rely upon oral interpretations.

Proposers should acknowledge receipt of addendum in the attribute section of Ebid at the time of response.

#### **M. PRE-PROPOSAL CONFERENCE**

There will be a **mandatory** pre-proposal conference for this RFP. **Proposers who do not attend the conference will not be eligible for award consideration.**

Thursday, January 30, 2025, at 10 a.m. CST  
Pinnacle Bank Arena  
400 Pinnacle Arena Drive  
Lincoln, NE 68508

Parking in lot 4 of Pinnacle Bank Arena, then enter through the security entrance located at dock 6 between the two emergency generators, all contractors will check in with security before we start the tour.

#### **N. REQUEST(S) FOR CLARIFICATIONS**

Formal request(s) for clarification may be made to one or more Proposers during the evaluation.

The purpose of obtaining clarification is to assist the Selection Committee members in determining if the RFP response submitted meets the RFP requirements.

Such requests shall be provided to the Proposer through a request for clarifications and will detail the specific items of the RFP response requiring clarification.

Failure of a Proposer to submit the clarification response with all the information requested by the date/time provided in the written request, may result in the Proposer being deemed non-responsive and exclude the Proposer from receiving further consideration of their RFP response.

#### **O. ORAL INTERVIEWS**

The Owner may determine after the completion of the Written Evaluation and any necessary written clarifications that oral interviews/presentations and/or demonstrations are required to determine the successful Contractor.

In the event interviews are conducted, all Proposers may not be granted an opportunity to interview/present and/or give demonstrations; the Owner reserves the right, in its discretion, to select only the top scoring Proposers to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the written evaluation.

1. The Owner will contact selected Proposers to schedule interviews.
2. Interviews will include a formal presentation, and a question-and-answer session based upon subject matter provided by the Owner in advance of the interview.

The presentation process may allow the Proposers to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Proposer's key personnel, identified in their proposal, may be requested to participate in the structured interview to ascertain their understanding of the requirements of this proposal, their authority and reporting relationships within their company, and their management style and philosophy. A written copy or summary of the presentation, and demonstrative information (such as briefing, charts, etc.) may be offered by the Proposer, but the Owner reserves the right to refuse or not consider the offered materials. Proposers shall not be allowed to replace their written proposal information by altering or amending the proposals in the interview process.

Note: The Owner reserves the right to conduct Interviews in-person or through other methods such as, but not limited to, video presentation, telephone, virtual meetings, etc.

Once the oral interviews/presentations and/or demonstrations have been completed, the Owner reserves the right to make an award without any further discussion with the Proposers regarding the proposals received.

Any costs incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the Proposer and will not be compensated by the Owner.

**P. AWARD AND NEGOTIATIONS**

The resulting contract from this RFP will be awarded to the Proposer who has been deemed responsible and responsive to the requirements outlined herein, has received the highest-ranking scoring, and whose services and/or products have been determined by the Selection Committee to be the most advantageous to the Owner.

The determination that identified the highest ranked Proposer offering shall be based on the Selection Committee's resulting scores from the evaluation criteria set forth in **Section IV. Evaluation and Submittal Information** and Proposers' performance in any oral interviews conducted.

The Owner reserves the right to make an award based on the written evaluation without holding oral interviews. Whereby, the scores from the written evaluation shall be the final ranking of the best qualified Proposer.

The Owner reserves the right to seek additional information from Proposers through various methods such as, but not limited to, multiple rounds of Oral Interviews, demonstrations, written clarification, information, and research at various stages of the process for the Selection Committee to make a final decision. All awards will be made in a manner deemed in the best interest of the Owner.

As deemed necessary by the Owner, the successful Proposer shall receive information from the Owner and/or meet with Owner's Representative(s) to negotiate an initial detailed work plan, finalize the scope of services, if applicable, and the costs.

If the Owner is unable to arrive at an agreement with the top ranked Proposer, the Owner retains the sole right to move on to negotiations with the second (then third, etc.) ranked Proposer. The contract to be executed may be based on a Cost Proposal/Fee Schedule with a "not to exceed total" for total expenditures agreed upon in negotiations.

**Q. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS**

The Proposer shall respond to the Attribute in Ebid regarding U.S. Citizenship/Sole Proprietorship and complete all documentation as required by the State of Nebraska as instructed.

**R. ETHICS IN GOVERNMENT CONTRACTING**

The Owner reserves the right to reject proposals, overturn an award notification and/or terminate a contract if it is discovered that a Proposer commits or has committed ethical violations, such as but not limited to, the following offenses:

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 procurement process.
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the procurement process.
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any local, state, or federal entity.
4. Submitting a proposal on behalf of another party or entity.
5. Collusion with any person or entity to influence the procurement process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair competitive advantage, subvert the RFP or prejudice the Owner.

**The terms from The Lincoln Municipal Code ("LMC") Sub-section 2.54.050 Prohibited Acts shall be enforced during the project.**

**S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL**

The Proposer should include any deviations from the RFP and the proposed replacement language on company letterhead and attach to the section as required in Section IV. Failure to include deviations will be interpreted to infer that Proposer agrees to all terms as outlined in the Specifications and RFP documents with no deviations.

The Owner reserves the right to accept or reject the deviations according to the best interests of the Owner.

Deviations that are not acceptable to the Owner and are not negotiable by the Proposer may result in the Proposer being deemed non-responsive and rejection of the RFP response.

**T. ANTI-LOBBYING PROVISION**

During the period between the advertised date and the contract award, Proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any City/County Elected Official or Owner employee except during Owner-sponsored inquiries, briefings, interviews, or presentations sent or provided directly to the City/County Purchasing Division.

**U. SITE VISITATION**

Proposers shall inform themselves of the conditions under which work is to be performed, including site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance. The Proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

If the project is in a designated non-public area, Proposers are not allowed to visit the sites except for a Pre-Proposal Meeting or upon written approval by the City/County Purchasing Division.

**V. PERFORMANCE ON PRIOR CONTRACTS**

As a part of the evaluation process and award determination at any stage during the RFP process the Owner may consider a Proposer's performance on prior contracts/agreements. If unfavorable performance led to a substantial breach and/or termination of an Owner contract for ongoing poor performance, the Owner reserves the right to determine that such performance and/or termination is relevant and renders the Proposer ineligible for an award from this solicitation. This same discretion may also apply to Subcontractors that the Proposer intends to utilize. The Owner may also exercise their right to proceed with an award but request a Performance Bond be added to the Contract and contingent on the Proposer carrying said bond for a specified period of time.

**W. REFERENCE CHECKS**

By submitting a proposal in response to this RFP, the Proposer grants to the Owner the right to perform reference and/or credit checks to verify characteristics such as, but not limited to, experience, skills, reputation, judgement and/or the capacity to perform the contractual obligations resulting from this RFP. The Owner may use the submittals requested in Section IV. of this RFP (Summary of Proposer's Experience) as references. Further, the Owner reserves the right to request additional information related to experience and financial documents if deemed necessary to ascertain the Proposer's ability to meet the requirements outlined herein and in other related RFP documents.

Unsatisfactory information obtained from any references and/or credit checks carried out may be grounds to reject a proposal, withdraw from negotiations or rescind the award of a contract. A Proposer may not use work performed for their own company as a reference to substantiate performance. The Owner may also exercise internal reference checks at their discretion for any known work performed for the City or County. Any unfavorable information obtained is subject to Owner's discretion on award eligibility.

**X. AWARD NOTIFICATION**

Notification may be sent to Proposers who were included in correspondence and/or registered under the code used. The successful Contractor will receive a notification, via email or through Ebid, advising of the award. All non-awarded Proposers may receive email through Ebid notifying they did not receive an award.

**Y. DEBRIEFING**

The Owner does not provide verbal or written debriefing sessions regarding any part of the RFP solicitation process.

**Z. ENTIRE AGREEMENT**

The resulting contract awarded shall constitute the complete and entire agreement between the Owner and the successful Contractor and supersedes any prior representations, understandings, communications, commitments, agreements, or Proposals, oral or written that are not incorporated as a part of the Contract.

### III. PROJECT INFORMATION

Pinnacle Bank Arena is a 15,500-seat state-of-the-art multi-purpose arena that offers year-round entertainment, including concerts, family shows, touring acts, and sporting events. With its combination of concrete and metal panel facade, spectacular open-air roof deck, contemporary glass-encased entrance, and concourse offering picturesque views of the State Capitol, Pinnacle Bank Arena is an architectural embodiment of aesthetics and modernity.

#### A. TECHNICAL AND IMPLEMENTATION REQUIREMENTS

Pinnacle Bank Arena/West Haymarket JPA is seeking qualified proposals for a complete high-density WLAN solution including core switches, edge switches, wireless controllers, wireless access points, and licensing for centralized management software that includes network access control (NAC) and application analytics, as well as full implementation of the entire solution. Proposed solution must meet or exceed the following minimum requirements.

- Indoor and Outdoor Access Points shall be at a minimum tri-radio Wi-Fi 6E (802.11ax) or Wi-Fi 7 (802.11be) supporting 4x4:4 radios.
- To ensure maximum coverage all access points in the bowl area need to be mounted under seat.
- Access Points must support internal antennas, and outdoor models should be available with either omnidirectional or directional antennas.
- Outdoor Access Points must have a minimum protection rating of IP67.
- Please provide an overview of the architecture of the proposed Wi-Fi solution.
- Access Points must support multi-band functionality out of the box without the need for a software or hardware upgrade, supporting simultaneous operations with no performance degradation between all supported 5 GHz frequencies and the entire range of 6 GHz frequencies (U-NII-5 thru U-NII-8 bands).
- Wireless Appliances must be deployed to support high availability.
- Wi-Fi network shall support WPA3 security standards from the Wi-Fi Alliance.
- Core MDF switches must be redundant for high availability and include redundant hot-swappable power supplies and fans. Each core switch must provide at least 48 ports of 10/25 Gigabit Ethernet ports to service the IDF closets and at least 8 ports of 40/100 Gigabit Ethernet uplinks.
- IDF switches must support standards-based IEEE 802.3bt PoE (up to 90W) and be configured with redundant hot-swappable power supplies. Supporting at a minimum 10/100/1000Base-TX port options with 10/25 Gigabit Ethernet uplinks. IDF switches may be stacked if desired and must be connected to the Core via a fault tolerant dual homed 25G connection.
- Festival Area switch will be a hardened industrial class switch with fanless operation and provide at least 4 10/100/1000Base-T 90W 802.3bt ports, 4 combo ports supporting either 4 10/100/1000Base-T 90W 802.3bt OR 4 1000Base-X (SFP), plus 4 10GBase-X SFP+ ports.
- Edge connectivity must be configured in a high availability pair and be capable of supporting 10.0 Gbps throughput speeds and 200,000 new connections per second with room for future growth.
- As part of our network infrastructure refresh, PBA is looking for advanced support services to assist with day-to-day network management needs. The proposed support and maintenance offering must meet the following requirements.

- Must include complete manufacturer maintenance services for the proposed network infrastructure solution inclusive of 24x7x365 support, software updates and upgrades, and next business day hardware replacement.
- Must provide priority case queuing.
- Must provide a single point of contact representative for coordination and facilitation of any technical network issues.
- Must provide an annual asset survey.
- Must provide a regular cadence of account status meetings and in-depth account/business review meetings at least once a quarter.
- Must provide an option for network monitoring with proactive notification of potential issues regarding performance, health or security.
- Must provide a secure portal to view details on active tickets, alarms, etc.
- Must have experience working with an arena or stadium of 15,000 seats or more.

## B. REQUESTED EQUIPMENT

The following table provides a list of the requested equipment from Extreme Networks. In all instances where specifications include specific manufacturer make and model, offeror should assume the City will consider EQUIVALENT items. All switches and appliances should include power cords for the power supplies. **All proposed switches and appliance require ExtremeWorks Premier Next Business Day Hardware Replacement, OS Upgrades, and 24x7x365 access to technical support. All wireless access points require ExtremeWorks Premier OS upgrades and 24x7x365 access to technical support. The manufacturer you are proposing will be included on your cost proposal.**

### Licenses:

Qty	Part #	Description
692	XIQ-PIL-S-C-EW	XIQ Pilot License (requires 1 per device)
2	XIQ-NAC-S-1K-EW	XIQ NAC Client License (1, 1,000, 10,000, 100,000)
1	XBI-S-10K-EW	ExtremeCloud Business Insight SaaS Subscription and ExtremeWorks Support 10K End-Systems
5	XBI-S-1K-EW	ExtremeCloud Business Insight SaaS Subscription and ExtremeWorks Support 1K End-Systems

### WLAN Controller and Accessories:

Qty	Part #	Description
2	E3125	Extreme Campus Controller E3125, includes 1 PSU add second for redundancy
2	PSI-1300W-APL	1300W Redundant Power Supply for E3120
4	5601313-U1	USA, Cord, NEMA 5-15, C13 (Cable)
2	XIQ-CACT-HW	ExtremeCloud Appliance - Physical appliance Activation Key - v10
4	100G-DACP-QSFP3M	100Gb, QSFP28-QSFP28 Direct attach passive copper cable, 3m
4	10338	10 Gb, 10GBASE T, IEEE 802.3 RJ45 Copper module

### Analytics Collector:

Qty	Part #	Description
1	E3120-1	Extreme Campus Controller E3120 - Analytics Collector
2	PSI-1300W-APL	1300W Redundant Power Supply for E3120
2	5601313-U1	USA, Cord, NEMA 5-15, C13 (Cable)
1	XIQ-CACT-HW	ExtremeCloud Appliance - Physical appliance Activation Key - v10
2	10338	10 Gb, 10GBASE T, IEEE 802.3 RJ45 Copper module



**Access Points by Location:**

Qty	Part #	Description
<b>Seating Bowl – Level 100</b>		
186	AP5050U-WW	Outdoor Tri Radio Wi-Fi 6E AP (4x4:4) , 2.4 GHz, 5GHz, 6GHz & Multirate Port, Internal Omni antennas. Mounting sold separately
186	EIO-04	EIO-04 Underseat Mounting Slope, EIO-03-SP (Service Panel), "L" Brackets, and Hardware.
<b>Seating Bowl – Level 200</b>		
66	AP5050U-WW	Outdoor Tri Radio Wi-Fi 6E AP (4x4:4) , 2.4 GHz, 5GHz, 6GHz & Multirate Port, Internal Omni antennas. Mounting sold separately
66	EIO-04	EIO-04 Underseat Mounting Slope, EIO-03-SP (Service Panel), "L" Brackets, and Hardware.
<b>Seating Bowl – Level 300</b>		
111	AP5050U-WW	Outdoor Tri Radio Wi-Fi 6E AP (4x4:4) , 2.4 GHz, 5GHz, 6GHz & Multirate Port, Internal Omni antennas. Mounting sold separately
111	EIO-04	Under Seat Wedge / Cable Cover
<b>Floor Coverage</b>		
12	AP5050D-WW	Outdoor Internal Directional Antenna Tri Radio Wi-Fi 6E AP (4x4:4), 2.4 GHz, 5GHz, 6GHz & Multirate Port, Directional Antennas: software selectable: 30° or 70°
12	MBO-ART03	Articulating bracket
12	EIO-03-SP	Cable protection cover
<b>Main Concourse</b>		
47	AP5020-WW	Indoor Tri Radio Wi-Fi 7 AP, 2.4 GHz, 5GHz, 6GHz & Multirate Port, Internal antennas. TBar, Incl Mt (AH-ACC-BKT-AX-TB)
47	ACC-BKT-AX-JB	Junction box or wall mounting for indoor access points (gang/junction box)
2	AP5050U-WW	Outdoor Tri Radio Wi-Fi 6E AP (4x4:4) , 2.4 GHz, 5GHz, 6GHz & Multirate Port, Internal Omni antennas. Mounting sold separately
2	KT-147407-02	Wall Mount / Pole Mount
2	EIO-04	Under Seat Wedge / Cable Cover
<b>Level 300 Concourse</b>		
33	AP5020-WW	Indoor Tri Radio Wi-Fi 7 AP, 2.4 GHz, 5GHz, 6GHz & Multirate Port, Internal antennas. TBar, Incl Mt (AH-ACC-BKT-AX-TB)
33	ACC-BKT-AX-JB	Junction box or wall mounting for indoor access points (gang/junction box)
<b>Scoreboard APs</b>		
8	AP5050D-WW	Outdoor Internal Directional Antenna Tri Radio Wi-Fi 6E AP (4x4:4), 2.4 GHz, 5GHz, 6GHz & Multirate Port, Directional Antennas: software selectable: 30° or 70°
8	MBO-ART03	Articulating bracket
8	EIO-03-SP	Cable protection cover
<b>Event Level and Concourse</b>		
88	AP5020-WW	Indoor Tri Radio Wi-Fi 7 AP, 2.4 GHz, 5GHz, 6GHz & Multirate Port, Internal antennas. TBar, Incl Mt (AH-ACC-BKT-AX-TB)
88	ACC-BKT-AX-JB	Junction box or wall mounting for indoor access points (gang/junction box)

Corridor – Dressing Area		
5	AP5020-WW	Indoor Tri Radio Wi-Fi 7 AP, 2.4 GHz, 5GHz, 6GHz & Multirate Port, Internal antennas. TBar, Incl Mt (AH-ACC-BKT-AX-TB)
5	ACC-BKT-AX-JB	Junction box or wall mounting for indoor access points (gang/junction box)
Outdoor Entrance		
5	AP5050U-WW	Outdoor Tri Radio Wi-Fi 6E AP (4x4:4) , 2.4 GHz, 5GHz, 6GHz & Multirate Port, Internal Omni antennas. Mounting sold separately
5	KT-147407-02	Wall Mount / Pole Mount
5	EIO-04	Under Seat Wedge / Cable Cover
Suite Level		
31	AP5020-WW	Indoor Tri Radio Wi-Fi 7 AP, 2.4 GHz, 5GHz, 6GHz & Multirate Port, Internal antennas. TBar, Incl Mt (AH-ACC-BKT-AX-TB)
31	ACC-BKT-AX-JB	Junction box or wall mounting for indoor access points (gang/junction box)
Suite Outdoor Patio		
3	AP5050U-WW	Outdoor Tri Radio Wi-Fi 6E AP (4x4:4) , 2.4 GHz, 5GHz, 6GHz & Multirate Port, Internal Omni antennas. Mounting sold separately
3	KT-147407-02	Wall Mount / Pole Mount
3	EIO-03-SP	Cable protection cover
Admin		
6	AP5020-WW	Indoor Tri Radio Wi-Fi 7 AP, 2.4 GHz, 5GHz, 6GHz & Multirate Port, Internal antennas. TBar, Incl Mt (AH-ACC-BKT-AX-TB)
6	ACC-BKT-AX-JB	Junction box or wall mounting for indoor access points (gang/junction box)
Festival Area		
8	AP5050D-WW	Outdoor Internal Directional Antenna Tri Radio Wi-Fi 6E AP (4x4:4), 2.4 GHz, 5GHz, 6GHz & Multirate Port, Directional Antennas: software selectable: 30° or 70°
8	MBO-ART03	Articulating bracket
1	AP5050U-WW	Outdoor Tri Radio Wi-Fi 6E AP (4x4:4) , 2.4 GHz, 5GHz, 6GHz & Multirate Port, Internal Omni antennas. Mounting sold separately
1	KT-147 407-02	Wall Mount/ Pole Mount
9	EIO-03-SP	Cable Protection Cover
Gates and Ticketing		
14	AP5020-WW	Indoor Tri Radio Wi-Fi 7 AP, 2.4 GHz, 5GHz, 6GHz & Multirate Port, Internal antennas. TBar, Incl Mt (AH-ACC-BKT-AX-TB)
14	ACC-BKT-AX-JB	Junction box or wall mounting for indoor access points (gang/junction box)

#### Hardened Switch for Festival Area:

Qty	Part #	Description
3	ISW-4W-4WS-4X	12-Port ISW Industrial Ethernet Switch 4 10/100/1000BASE-T 90W PoE ports, 4 combo ports supporting either 4 10/100/1000BASE-T 90W PoE OR 4 1000BASE-X (SFP), plus 4 10GBASE-X SFP+ ports
3	16920	IS AC-DC Power Supply 480W Output DIN Rail -25 - 70C
3	10G-LR-SFP10KM-IT	10G LR SFP+ 10km LC connector Single-Mode INDUST. TEMP

**Core Switches and Accessories:**

Qty	Part #	Description
2	7520-48Y-8C-AC-F	48 x 10/25Gbps SFP28 ports, 8 x 40/100Gbps QSFP28 ports, 6 x Fans, 2 x 800W AC Power Supplies 4-post rack mount kit
2	7520-48XT-6C-AC-F	48 x 1/10Gbps copper ports, 6 x 40/100Gbps QSFP28 ports, 6 x Fans, 2 x 800W AC Power Supplies 4-post rack mount kit
8	10061	Pwr Cord, 10A, NEMA 5-15P, IEC320-C13, 125V, 18AWG
4	7000-PRMR-LIC-P	Premiere feature license
4	XN-2P-RKMT299	2-Post mounting ear NEBS earthquake kit
6	10302	10 Gb, 10GBASE-LR, IEEE 802.3 SM, 1310 nm Long Wavelength, 10 km, LC SFP+
6	10305	10G SFP+ CU direct attached passive twin-ax copper cable with link lengths of 3m
4	100G-DACP-QSFPZ5M	100Gb, QSFP28-QSFP28 Direct attach passive copper cable, 0.5m
4	100G-DACP-QSFP1M	100Gb, QSFP28-QSFP28 Direct attach passive copper cable, 1m
4	100G-DACP-QSFP3M	100Gb, QSFP28-QSFP28 Direct attach passive copper cable, 3m
26	25G-LR-SFP10KM	SMF Optical Transceiver with 10KM reach

**IDF Closets and Accessories:**

Qty	Part #	Description
38	5520-48W	48 x 10/100/1000BASE-T 802.3bt 90W PoE ports, includes 2 x Stacking/QSFP28 ports, 3 fan modules, 1 VIM slot
76	XN-ACPWR-1100W-FB	1100-Watt AC PoE Power Supply Module - Front to Back airflow
76	10099	Power Cord, 15A, USA, NEMA 5-15, IEC320-C15
26	5520-VIM-4YE	5520 Versatile Interface Module with 4 x 10/25Gb SFP28 MACsec-capable ports
38	XN-2P-RKMT299	2-Post mounting ear NEBS earthquake kit
26	25G-LR-SFP10KM	25G-LR-SFP10KM Optical Transceiver with 10KM reach
26	100G-DACP-QSFPZ5M	100G Passive DAC QSFP28 0.5M
12	100G-DACP-QSFPZ1M	100G Passive DAC QSFP28 1M

**Spares:**

Qty	Part #	Description
4	AP5020-WW	Indoor Tri Radio Wi-Fi 7 AP, 2.4 GHz, 5GHz, 6GHz & Multirate Port, Internal antennas. TBar, Incl Mt (AH-ACC-BKT-AX-TB)
2	ACC-BKT-AX-JB	Junction box or wall mounting for indoor access points (gang/junction box)
2	AP5050D-WW	Outdoor Internal Directional Antenna Tri Radio Wi-Fi 6E AP (4x4:4), 2.4 GHz, 5GHz, 6GHz & Multirate Port, Directional Antennas: software selectable: 30° or 70°
2	MBO-ART03	Articulating bracket
2	EIO-03-SP	Cable protection cover
6	AP5050U-WW	Outdoor Tri Radio Wi-Fi 6E AP (4x4:4) , 2.4 GHz, 5GHz, 6GHz & Multirate Port, Internal Omni antennas. Mounting sold separately
2	KT-147407-02	Wall Mount / Pole Mount

2	EIO-04	Under Seat Wedge / Cable Cover
1	5520-48W	48 x 10/100/1000BASE-T 802.3bt 90W PoE ports, includes 2 x Stacking/QSFP28 ports, 3 fan modules, 1 VIM slot
2	XN-ACPWR-1100W-FB	1100-Watt AC PoE Power Supply Module - Front to Back airflow
2	10099	Power Cord, 15A, USA, NEMA 5-15, IEC320-C15
1	5520-VIM-4YE	5520 Versatile Interface Module with 4 x 10/25Gb SFP28 MACsec-capable ports
1	XN-2P-RKMT299	2-Post mounting ear NEBS earthquake kit
2	25G-LR-SFP10KM	25G-LR-SFP10KM Optical Transceiver with 10KM reach

#### Infrastructure Refresh:

Qty	Part #	Description
1	FPR1010-ASA-K9-5YR	Cisco Firepower 1010 ASA Appliance with 5 Year SmartNet 8x5 NBD
2	FPR3110-ASA-K9-5YR	Cisco Firepower 3110 ASA Appliance with 5 Year SmartNet 8x5 NBD
2	PE_R660_CUSTOM	Dell PowerEdge R660 Rack Server - (2) Intel Gold 5415+ 2.9GHz 8C Processor - 256GB RAM - (2) 480GB SSD - (6) 10/25GbE SFP28 NICs - iDRAC9 Enterprise - ReadyRails - 1100W Dual Power Supply - 5 Year ProSupport with NBD Onsite Service
1	UNITY_XT_480-10TB	Dell Unity XT 480 Hybrid SAN - 26TB Usable Capacity (6) 1.6TB SAS SSD 2.5" + (15) 1.8TB 10K SAS HDD 2.5" - 2U Chassis - Static Rails - 2x 4-Port 25Gb Optical NICs - 5 Year ProSupport with NBD Onsite Service
2	C9300X-12Y-E-5YR	Cisco Catalyst 9300X 12 SFP28, Network Essentials with 5 Year SmartNet 8x5 NBD
2	C9300X-NM-8Y	Cisco Catalyst 9300 8 x 10G/25G Network Module SFP+/SFP28
2	SFP-10G-LR-S=	Cisco SFP-10G-LR-S SFP+ Transceiver Module - 10 GigE - LC/PC single-mode
1	Cables	Project Cat6 Network Cables
12	SFP-H25G-CU3M=	Cisco SFP28 Network Cable - 9.84 ft
6	SFP-H10GB-CU1-5M=	Cisco SFP+ Copper Twinax 10GB Direct Attach Cable - 5 ft
2	B08B3LZNRP	OS2 LC to LC Fiber Patch Cable - Single Mode - 10 Gig - 3m
2	STACK-T1-1M	Cisco StackWise 480 Stacking Cable - 3.3 ft (C9300 Switches)
12	SMT3000RM2UC	APC Smart-UPS 3000VA 2U RACK UPS - 6 x NEMA 5-15R, 2 x NEMA 5-20R
12	AP9640	APC Network Management Card 3
12	AP9567	APC Basic Rack PDU Vertical Basic Zero U 15A,120V
12	AR7711	NetShelter Zero U Accessory Mounting Bracket
12	AP9625	APC SmartUPS/SmartUPS RT 2 Post Rail Kits
47	ZTE-USER	Cloudflare Enterprise - Zero Trust per user
64	VCF-VSP-STD-8-3YR	VMware vSphere Standard 8 - 3 Year (Per Core)

## **SITE SURVEY & PLANNING**

An initial site survey has been completed by Extreme Networks and various access point placement maps are provided in the attached documents include the following areas:

Seating Bowl – Level 100

Seating Bowl – Level 200

Seating Bowl – Level 300

Main Concourse

Level 300 Concourse

Event Level

Premium Level including suites

Admin Level

Festival Parking

## **C. PROJECT WORK PLAN, MANAGEMENT, AND IMPLEMENTATION**

### **1. WORK PLAN**

Contractors are required to work within the calendar time frame that Pinnacle Bank Arena provides to complete the Network Infrastructure based on the schedule of events throughout Pinnacle Bank Arena. Work is expected to begin immediately following approval from the WHJPA board meeting held in April 2025 and contract execution.

### **2. PROJECT PLANNING AND MANAGEMENT**

#### **Project Management –**

The Contractor will coordinate with Pinnacle Bank Arena and lead the project with all parties involved throughout its completion. Bi-weekly meetings will be held with all parties involved to understand where we are during the project.

#### **Scheduling –**

Immediately following the approval from the WHJPA (West Haymarket Joint Public Agency) board meeting, which is yet to be determined, electrical contractors and chosen vendors may begin ordering all required equipment to meet the schedule requirements, and each contractor may freely begin work throughout Pinnacle Bank Arena.

Pinnacle Bank Arena will provide a schedule to the awarded contractor of this RFP. The awarded contractor will need to work around various events throughout the PBA schedule.

Final completion of the network infrastructure is to be completed by August 18th, 2025.

### **3. PROVIDE POST IMPLEMENTATION SUPPORT**

The Contractor will manage network infrastructure for five years after the project's completion. The cost of managing PBA network infrastructure will be included in the RFP's cost.

## **D. DELIVERABLES AND COMPLETION**

### **1. DELIVERABLES**

Contractor will be required to provide a timeline for when equipment will arrive at Pinnacle Bank Arena, provide weekly to bi-weekly updates on the status of the work that has been completed throughout the project.

## 2. COMPLETION

All network switches and servers must be installed and working fully by August 18<sup>th</sup>. Not all Access points need to be installed and functional at this time. The most important areas for the access points to be installed by the August 18<sup>th</sup> are the event level and main concourse.

## IV. EVALUATION AND SUBMITTAL INFORMATION

### A. SELECTION AND EVALUATION FACTORS

Proposals that do not meet the minimum requirements as outlined herein and related Ebid attachments may be deemed non-responsive and may not be evaluated by the Selection Committee.

1. Proposals deemed to meet the requirements shall be evaluated by a Selection Committee and will be scored for each of the following areas. Available points are indicated next to each category except Oral Interviews:
  - a. Experience, Proposed Staff Management Approach and Subcontractors (200 points)
  - b. Technical Proposal (300 points)
  - c. Project Schedule (200 points)
  - d. Quality, Organization and Completeness of Proposal Response (200 points)
  - e. Costs (100 points)
  - f. Oral Interviews (conducted only if necessary – points are not provided at this time)
2. The selection criteria for the “written evaluation” listed directly above shall be the basis for an award or the determination of Proposers to be selected for an Oral interview and/or demonstration.
3. If interviews are conducted, the scores from the “written evaluation” and “oral interviews” shall be added together for a cumulative total and final ranking of the best qualified Proposer.
4. If interviews are not conducted, the scores from the “written evaluation” shall be the final ranking of the best qualified Proposer.

### B. PROPOSAL RESPONSE FORMAT AND SUBMITTALS

#### **IMPORTANT INSTRUCTIONS:**

Proposers shall rely on the instructions outlined below, other related sections and any relevant Addenda regarding required contents and organization of the RFP response. Read all instructions carefully before assembling the components that comprise the RFP response.

#### **Physical characteristics of the proposal response:**

1. PDF file format
2. Single spaced
3. Minimum 10pt Arial or Calibri font style
4. 8 ½ x 11 size for each page of content
5. No narrative content to be placed on the divider pages
6. Divider pages between section may only be a single page
7. Numbering of pages within Sections 1, 2 and 3 that matches the TOC

Proposer shall submit their proposal via the **Ebid** system as a PDF File. (Also note the instructions outlined in Section II. Proposer Submission Information and Instructions contained in this document). Information within the RFP response should be presented in a in a quality manner that is clear and concise. Contents should be properly organized with submittals sequenced in the order as listed, clearly identified throughout with section divider pages where requested.

A **maximum of Sixty-Five (65) pages of content** will be allowed for submittal information requested to be placed within **Sections 1, 2 and 3** of the response (see specific submittals requested for sections 1, 2 and 3 below). The maximum page count shall apply to the content that is requested to be submitted within **Sections 1, 2 and 3** of the proposal response. The maximum number of pages of content allowed excludes the front cover, section divider pages, information listed under 1. a. through [f]. below and only specific submittals requested under the Appendix section. Proposers are cautioned to not attempt to add additional content for Section 1, 2 and 3 within other sections of the Proposal response or to add content on the divider pages. Proposals containing organizational errors and/or omission of information are subject to being down scored accordingly, and possible disqualification. **Failure to adhere to the maximum number of pages allowed may result in rejection of the Proposer’s response.**

Proposers attempting to submit portions of the response containing Proprietary Information and/or Trade Secrets should comply with the instructions as outlined under Protection of Proprietary Information and Trade Secrets. **Any documents qualifying for this type of categorization may also be subject to the maximum number of pages allowed for proposal contents.**

**Proposal responses that do not contain each of the categories and items listed below may be deemed to be non-responsive.**

The information being requested in each of the respective categories listed below (1 through 5) shall be used as the primary basis in the determination of the Proposer's ranking in the "Written Evaluation".

1. Include the following documents within the Proposal Response - **(Place these documents before Section 1 of the Proposal).**
  - a. EXHIBIT 1;
  - b. Letter of Interest;
  - c. Table of Contents (TOC);
  - d. A summary of the following information about your company:
    - i. Company name, address, and telephone number;
    - ii. Years established and former names of your company;
    - iii. Brief explanation on types of services your company is particularly qualified to perform;
    - iv. Average number of staff employed; and
  - e. All deviations, modifications, additional or other changes, including but not limited to, the RFP document, Insurance Requirements, Ebid attachments (i.e., sample Contract Agreement) and Addenda shall be declared on company letterhead with reference to the affected document(s) and section(s). Any such deviations, modifications placed elsewhere and not described in this section shall be null and void. Further, deviations may result in the Proposer's submission being deemed as non-responsive. The review process for approval of any type of deviation shall occur prior to the evaluation process.
  - f. List and number all agreements separately here that you feel may be applicable – i.e., Support and Maintenance Agreement, End-user License Agreement, Warranty Agreement, etc.]
    - a. Lease Agreement
    - b. Management/Maintenance Agreement, including what is covered in maintenance agreement
    - c. Purchasing Agreement
    - d. Final Purchase agreement after final payment is finished which includes \$1 buyout.

Note: Deviations to subject-matter related content of the RFP should be noted within the respective section of your response to alert the Selection Committee.

2. **EXPERIENCE, PROPOSED STAFF MANAGEMENT APPROACH, SUBCONTRACTORS, AND RESUMES– (Section 1 of the Proposal Response)** – This section shall consist of the following information about each sub-category listed. This requested submission information shall be subject to the maximum page count.

**a. Summary of Proposer's Experience:**

The Proposer should provide an organized summary listing their previous projects similar to this RFP in size, scope, and complexity. The Owner is requesting and will rely on at least two (2) and no more than three (3) narrative project descriptions submitted by the Proposer during its evaluation of the proposal and shall also use information from the organized summary of experience to perform any necessary reference checks. The Owner reserves the right to request additional information and/or clarification to assist in making assessments in either capacity.

The Proposer should address each of the following items for similar projects:

- a) Provide detailed narrative descriptions to highlight the similarities between the Proposer's past performance/experience and this RFP. These descriptions should include: Company name (including the name of a contact person, a current telephone number, and e-mail address);



- b) The period of time of the project;
  - c) The scheduled and actual completion dates;
  - d) The Proposer's responsibilities;
  - e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a Proposer performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget;
  - f) Current projects and estimated costs of each; and
  - g) Any other specialized qualifications which your company might possess which would be of benefit to the project, related to the core requirements as listed.
- i. Contractor and Subcontractor(s)' experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.
  - ii. If the work was performed by a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

**b. Summary of Proposer's Proposed Staff Management Approach and Subcontractors**

- i. The proposer should present a detailed description of its proposed approach to the management of the project.
- ii. **Subcontractors:**  
If the Proposer intends to subcontract any part of its performance hereunder, the Proposer should provide:
  - a) name, address, and email address of the Subcontractor(s);
  - b) list of specific tasks that will be performed by each Subcontractor(s)
  - c) percentage of performance hours intended for each Subcontract; and
  - d) total percentage of Subcontractor(s) performance hours.
- iii. The Proposer should provide information to substantiate that they have sufficient professional staff to meet the proposed schedule. The Proposer should identify the specific professionals who will work on the Owner's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the Owner's project should be identified in full, with a description of the team leadership, interface and support functions and reporting relationships. The primary work assigned to each person should also be identified.

**Any changes in the proposed personnel shall only be implemented after written approval from the Owner.**

**3. TECHNICAL PROPOSAL – (Section 2 of Proposal Response)**

The technical proposal section submission should include each of the items listed below – **See information regarding these categories in Section III. PROJECT INFORMATION.** This requested submission information may be subject to the maximum page count.

- a. Technical and Implementation Requirements;
- b. Requested Equipment;
- c. Project Work Plan, Management, and Implementation;
- d. Deliverables and Completion

**4. PROJECT SCHEDULE – (Section 3 of Proposal Response)**

The project schedule section should include each of the items listed below. This requested submission information may be subject to the maximum page count.

- a. Provide a detailed schedule of work, activities, and confirmation of willingness and capability to meet the time requirements expressed in the scope of services;
- b. Submit information that describes performance record for timeliness; and
- c. Outline the current projects which are being conducted from the location of the Proposer's office responding.

## **5. Attachment 1 – Cost Proposal**

**Important** – Proposers should complete the **Attachment 1 – Cost Proposal** form found in the Attachment section of Ebid. Complete the Cost Proposal in its entirety using the layout shown and in conformance with all aspects as outlined within the form. Proposers may attach additional documentation as required on company letterhead and place ALL Cost Proposal components in PDF file separate from the written proposal. **The cost proposal is not proprietary.**

Attach the Cost Proposal in the “**Other Attachment**” under Response Attachments tab of Ebid as a separate .pdf attachment labeled “Attachment 1 - Cost Proposal” – **Do not include within the written response PDF file.**

### **a. Cost Summary**

The Cost Proposal should present a total fixed cost to perform all the requirements of the RFP. The Proposer should include details in the Owner's Cost Proposal template supporting all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and unit costs. When an arithmetic error has been made in the extended total, the unit cost will govern.

The Owner reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

### **b. Delivery Costs**

Costs quoted for products shall be net, including transportation and delivery charges fully prepaid by the contractor, F.O.B. destination named in the RFP. No additional charges will be allowed for packing, packages, or partial delivery costs.

## V. ADDITIONAL RESPONSIBILITIES AND REQUIREMENTS

Important: The successful Contractor shall also be subject to each of the following additional requirements and responsibilities.

### A. INSURANCE REQUIREMENTS

Prior to the execution of the contract resulting from this RFP, the Contractor will be required to provide proof of insurance that is compliant with the **Insurance Requirements** document in the Attachments tab of Ebid. If a firm is seeking self-insurance, it shall be requested in the RFP response through the format outlined in Section IV.B.1.d. During the review process, the Owner may require submission of financial information for analysis of self-insurance eligibility. The Contractor shall be responsive to a request for financial documents, which are sufficient in content, to perform an analysis on the firm's ability to provide self-insurance coverage for the resulting contract. Either type of request submitted is subject to review and approval by the City's Law department.

**Proposers are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to RFP closing date and time to expedite the contract execution process.**

### B. PERFORMANCE BOND

No Performance Bond is required for this project.

### C. BID BOND

No Bid Bond will be required for this project.

### D. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

### E. E-VERIFY

In accordance with Neb. Rev. Stat. 4-108 through 4-114, the Contractor agrees to register with and use a federal immigration verification system to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise 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 pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The Contractor shall require any Subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to <https://www.e-verify.gov/>.

### F. COOPERATION WITH CONTRACTORS

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

### G. PERMITS, REGULATIONS, LAWS

The Contractor must comply with all current Local, State and Federal requirements necessary to perform all duties and requirements of the resulting contract. The Contractor shall be responsible for obtaining and

paying for all royalties, licenses, permits and approvals necessary for the execution of the contract. The Contractor guarantees that it has the full legal right to the materials, supplies, equipment, software, and other items used in performing all aspects associated with the contract.

#### **H. MATERIALS AND WORKMANSHIP**

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by the resulting Contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under the RFP Specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary any defective work, material etc. if in the opinion of the department and/or Purchasing Division said issue is due to imperfection in material, design, workmanship, or Contractor fault.

#### **I. INDUSTRY STANDARDS**

If not otherwise provided, materials or work outlined for the resulting contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

#### **J. DATA PRIVACY**

Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents, and patent rights.

The Proposer agrees to hold the Owner harmless from any claims resulting from the Proposer's unlawful disclosure or use of private or confidential information.

The Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implement regulations pertaining to confidentiality of health information.

If applicable to the work requested a sample "Business Associate Agreement" will be included, which will be part of the contract and incorporated by this reference.

#### **K. SITE RULES AND REGULATIONS (IF APPLICABLE)**

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

## VI. CONTRACT DOCUMENTS AND RESPONSIBILITIES

**IMPORTANT NOTICE:** Proposers interested in providing products and/or services for the Owner shall review the terms and conditions of the resulting “CONTRACT DOCUMENTS” and all additional documents mentioned herein prior to responding to this RFP. By submitting a proposal response to this RFP, Contractors, and all Subcontractors, agree to meet the substantive requirements of these documents. Many, but not all, relevant documents are listed below under the C. SUMMARY OF DOCUMENTS REQUIREMENTS and can be viewed as indicated for each respective item.

### A. CONTRACT DOCUMENTS

The contract documents may comprise of the Contract and consist of all items contained in the Ebid and documents submitted by the firm during the RFP process. Proposers shall disclose all deviations with the City’s standard Contract. Deviations with the terms of the standard Contract, or requests for amendments to the standard Contract may be a basis for disqualifying proposals.

### B. CONFLICTING TERMS

To the extent other terms and conditions attached hereto conflict with the terms and conditions stated herein, the resulting contract agreement shall control.

### C. SUMMARY OF DOCUMENTS

Below is a summary of requirements and/or documents that may be applicable to the Agreement resulting from this RFP:

1. Provisions set forth in the sample agreement and all contents mentioned within the executed Agreement. - See Sample Agreement found in the attachment section of Ebid.
2. Any additional requirements and/or responsibilities listed in any section of this RFP that do not conflict with any provisions set forth in the sample agreement.
3. All Federal provisions and/or requirements referenced or attached in Ebid;
4. Insurance Requirements in Ebid attachments or herein this document;
5. Additional attached documents related to this solicitation;
6. Any requirements, provisions and/or relevant information contained in Addenda issued;
7. Deviations submitted by the Proposer;
8. Oral Interview presentation and any related material;
9. Any Contract Amendments executed after an original agreement and subsequent renewals and/or extensions; and
10. All terms that survive the initial and subsequent contract periods.

### D. CONTRACT AGREEMENT

The “CONTRACT DOCUMENTS” will be the Agreement that results from this RFP solicitation. This Agreement will encompass, but not be limited to, the items listed in the SUMMARY OF CONTRACT DOCUMENTS.

Proposers are to review the sample Contract Agreement in the Attachment section of Ebid. This document is intended to be the final Agreement that will be executed between parties.

### E. TERMINATION

This Contract may be terminated by the following:

1. Termination for Convenience. Either party may terminate this Contract upon ninety (90) days written notice to the other party for any reason without penalty.
2. Termination for Cause. The Owner may terminate the Contract for cause if the Contractor:
  - a. Refuses or fails to supply the proper labor, materials, and equipment necessary to provide services and/or commodities.
  - b. Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.

- c. Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owner will provide the Contractor written notice of said breach or default and allow the Contractor [thirty (30)] days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

**F. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS**

In the event funding is not available to continue with services as written, the Owner(s) reserve the right to terminate the contract for convenience with no financial obligation to the Contractor, Subcontractors, or other stakeholders besides the amount due for services rendered prior to notice of termination.

The Owner(s) may terminate the resulting contract in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the Owner(s). In the event of unavailability of funds to pay any amounts due under the resulting Contract, the Owner(s) shall immediately notify the Contractor and the resulting contract shall terminate without penalty or expense to the Owner(s). Upon termination, the Owner(s) shall pay the Contractor for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by the resulting Contract.

**G. IMPLIED REQUIREMENTS**

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the RFP documents, shall be included.

**H. CONTRACT MODIFICATION**

The resulting contract shall be modified only by the written agreement and approval of the parties through a contract amendment. No alteration variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties through a contract amendment. Every amendment shall specify the date on which its provisions shall be effective.

**I. ASSIGNMENT, SALE, OR MERGER**

The contract established resulting from this RFP process shall not be transferred to/or assigned without prior written consent of the Owner and must be handled through the Owner's document approval process.

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

**J. LIQUIDATED DAMAGES**

Failure to complete the project by the dates specified in the contract shall result in the charging of liquidated damages in the amount of \$10,000 per day.

**K. LAWS**

The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached because of this process.

**L. SEVERABILITY**

If any provision of the resulting contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected, and each provision of the resulting contract shall be enforced to the fullest extent permitted by law.

**M. LIVING WAGE**

The Contractor agrees to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July. This provision is only applicable to City of Lincoln projects.

**N. INDEPENDENT CONTRACTOR**

It is the express intent of the parties that the contract awarded shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owner and employees of the Owner shall not be deemed to be employees of the Contractor. The Contractor and the Owner shall be responsible to their respective employees for all salaries and benefits. Neither the Contractor's employees nor the Owner's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick or injury leave. The Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

**O. STAFF QUALIFICATIONS**

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be the employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the awarded contract may result in termination of the contract or damages.

**P. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

All data, forms, procedures, software, manuals, system descriptions and workflows developed or accumulated by the Contractor under the contract resulting from this RFP shall be owned by the using department. The Contractor may not release any materials without the written approval of the using department.

**Q. CITY AUDIT ADVISORY BOARD**

All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/purchase order, as allowed by law. This provision is only applicable to City of Lincoln Projects.

**R. RECORD RETENTION**

The Contractor shall refer to and comply with the record keeping, retention of documents, as per the requirements outlined in the LPA Guidelines Manual for Federal-Aid Projects and any other periods stated in the RFP solicitation documents and resulting Agreement.

## **A. PAYMENT AND INVOICING**

### **a. PROHIBITION AGAINST ADVANCE PAYMENT**

The Owner will not pay for services or equipment in advance of receipt and approval of such product or service throughout the term of the contract unless specifically listed in the final contract document.

### **b. TERMS OF PAYMENT**

The payment schedule for the project is tied to specific dates and deliverables as outlined in the awarded contract. Invoices may be submitted by the Contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved by the Owner's designee. A percentage of the total contract cost may then be invoiced based on the schedule.

### **c. TAXES AND TAX-EXEMPT CERTIFICATE**

The Owner is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.

The exception to this statement is the Water Division of the City of Lincoln. All service and supplies are taxable per Reg. 066.14A and no exemption certificate will be issued.

### **d. INVOICES**

Contractor's invoice(s) for payment of services and products must be sent to the appropriate department according to contract terms with all applicable information included to ensure proper billing and final payment. Invoices shall include the following:

1. Contractor's information:
  - a. Company Name
  - b. Sales Rep name and email address
  - c. Payment Address
  - d. Phone number for billing inquiries
2. Owner's information:
  - a. Name of requesting department
  - b. Contact Name
  - c. Delivery Address
  - d. Phone number
  - e. Contract Number/RFP Number
  - f. Project Number (if applicable)
3. Line Items:
  - a. Specific list of deliverables received/duties performed
  - b. itemized rates charged for services
  - c. List price, discount percentage, and sell price for goods

Failure to provide invoices in this manner may result in late payment to the Contractor with no repercussions to the Owner.

### **e. INSPECTION AND APPROVAL**

Standard inspection at the time of delivery will be performed to ensure conformance to the requirements.



## EXHIBIT 1

If your company meets the minimum requirements as listed in this RFP under **Section I. F. "ESSENTIAL QUALIFICATIONS AND EXPERIENCE"**, then please complete this form and include it in the electronic response as indicated. Fill in your company name in the two areas listed below, sign and date.

I have read and understand the ESSENTIAL QUALIFICATIONS AND EXPERIENCE requirements as outlined. I declare that our company, \_\_\_\_\_ meets all said requirements in the capacity of the Company and not through the experience of our Subcontractors or staff experience acquired through previous employment at other companies.

\_\_\_\_\_ is identified as the Contractor/Provider contractually obligated to perform all the requirements as listed in the above referenced section of the RFP.

Further, our company understands and agrees that this form does not represent or replace any other submissions requested under Section **IV.B.2.** for **EXPERIENCE, PROPOSED STAFF MANAGEMENT APPROACH AND SUBCONTRACTORS** for the evaluation. The sole purpose of this form is to declare that our company meets the minimum qualifications and experience for acting in the capacity of the responsible party and to ascertain our company, regardless of Subcontractors and former experience of employees, is eligible for consideration in this RFP process.

I am an authorized signer to represent our company on this proclamation.

\_\_\_\_\_  
Authorized Company Representative

\_\_\_\_\_  
Date

**FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT  
CERTIFICATION FORM FOR  
TECHNOLOGY RELATED PRODUCT OR SERVICES**

For the purposes of complying with the Foreign Adversary Contracting Prohibition Act ("the Act"), Neb. Rev. Stat. §73-901 to §73-907, I attest and certify as follows:

Name of Company Five Nines Technology Group

Check all that apply:

- ☒ I am authorized to attest and certify as the owner of the Company, in whole or in part, or as an authorized representative of the Company, to make the certifications required herein.
- ☒ The Company is providing technology related products and/or services to the public entity and is not a scrutinized company as defined in the Act; it is not subcontracting with a scrutinized company under the Act; and the technology related products and/or services provided herein do not originate with a scrutinized company under the Act.
- ☐ The Company is not providing technology related goods or services as defined under the Act.
- ☐ The Company is a scrutinized company and has entered into an Agreement or an Agreement Renewal with the public entity to provide a technology related good manufactured by a scrutinized company that meets the exception for the provision of a technology related good by a scrutinized company.
- ☒ I hereby attest and certify on behalf of the Company that the responses and information provided on this form are true, complete, and accurate. The Company understands that any scrutinized company that violates this Act or that violates the certification may be subject to action by the Nebraska Attorney General, civil penalty, and that such violation may void the contract.

PRINT NAME: Joel R. Friesen  
(First, Middle, Last)

SIGNATURE:  \_\_\_\_\_

TITLE: CEO

DATE: 4/22/25

# Insurance Requirements

Submitted on	3 December 2024, 8:24PM
Receipt number	1733
Related form version	18

The requirements herein apply to contracts to be issued by the City of Lincoln, Lancaster County, the Lincoln-Lancaster County Public Building Commission, and the West Haymarket Joint Public Agency. For purposes of certificates, endorsements and other proof required herein, only include the entity issuing the contract.

**DEFINITIONS:** For purposes of these Requirements, the following definitions apply:

- **"Agreement"** shall mean the contract between the Owner and the Contractor into which these Insurance Requirements are incorporated by reference.
- **"City"** shall mean the City of Lincoln, NE.
- **"COI"** shall mean a Certificate of Insurance.
- **"Contractor"** shall mean the individual, company, etc. being hired to perform the Work under the Agreement. Contractor shall include all owners, officers, employees, agents, and subcontractors and employees of any of them.
- **"County"** shall mean the County of Lancaster, Nebraska.
- **"Owner(s)"** shall mean any, all, or a combination of the City of Lincoln, NE, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency and their elected and appointed officials, officers, employees, agents, contractors, and consultants.
- **"PBC"** shall mean the Lincoln-Lancaster County Public Building Commission.
- **"Site"** shall mean the location the Work is being completed and/or delivered to.
- **"WHJPA"** shall mean the West Haymarket Joint Public Agency.
- **"Work"** shall mean the project being completed, products being delivered, and/or services being provided as contemplated in the Agreement.

**OWNERS: The Insurance Requirements apply to the following:** WHJPA

**PROVISIONS:**

- 3. Commercial General Liability
- 4. Automobile Liability
- 5. Workers' Compensation
- 14. Cyber Insurance

**Contractor shall comply with the following provisions:**

**1. Insurance; Coverage Information**

- A. The Contractor shall, prior to beginning work, satisfy all provisions of these Insurance Requirements and shall provide proof of insurance coverage in a form satisfactory to the Owner, which shall not unreasonably withhold approval. Contractor shall comply with these Insurance Requirements, including maintaining all coverages required by these Insurance Requirements, at all times the Work is being done pursuant to the Agreement.
- B. Contractor's insurance shall be primary and non-contributory with any insurance coverage maintained by the Owner. Owner's insurance policies, if any, operate secondary, in excess, separately and independently from policies required to be provided by Contractor. The policies shall be written for not less than the limits of liability required herein. If Contractor maintains higher limits than the minimums shown, the Owner requires and shall be entitled to the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

**Deductibles/Retentions:** Deductibles/Retentions above \$25,000.00 shall not be permitted unless written consent is given by the Owner prior to close of an RFP or bid, or upon execution of the Agreement if a formal bid or RFP is not issued.

Owner has sole and exclusive discretion to reject deductibles/retentions that do not meet Owner's satisfaction.

**Self-Insurance:** In the event Contractor is self-insured for any insurance coverages required in this Agreement, Contractor is required to complete a Self-Insured Certification. If Contractor is self-insured for Workers Compensation, Contractor shall provide Owner a copy of

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**Owner(s) checked below shall be listed as the Certificate Holder on the COI using the following address: 555 S. 10th St., Lincoln, NE 68508**

West Haymarket Joint Public Agency

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## **2. Certificates**

- A. The Contractor shall provide to Owner, in a form acceptable to Owner, a COI demonstrating the coverage required herein and include copies of all necessary endorsements, waivers, or other documents required by these Insurance Requirements before being permitted to begin the Work pursuant to this Agreement.
- 

## **3. Commercial General Liability:** The Contractor shall have, maintain, and provide proof of Commercial General Liability Insurance.

- A. **Basis:** Occurrence basis.
  - B. **Limits:** Not less than \$1,000,000 combined single limit (CSL) each occurrence; \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate.
  - C. **Coverage:** Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal and Advertising Injury. The required insurance must include coverage for all projects and operations by or on behalf of Contractor or similar language that meets the approval of the Owner, which approval shall not be unreasonably withheld. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in this agreement. Policy shall have a Cross-Liability/Separation of Insureds Clause specifying the insureds' protection under the policy as if each insured had a separate policy, with the exception of the limits of liability and any rights or duties that are designated to be for the first named insured only.
  - D. **Additional Insured Endorsement Form:** The Contractor shall name the Owner as additional insured on Contractor's Commercial General Liability policy.
  - E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.
- 

## **4. Automobile Liability:** The Contractor shall have, maintain, and provide proof of Automobile Liability insurance.

- A. **Basis:** Occurrence basis.
  - B. **Limits:** Not less than \$1,000,000 CSL per accident. Auto Liability shall not be subject to an aggregate.
  - C. **Coverage:** Coverage shall include liability arising out of the ownership, maintenance, or use of any motor vehicle, including Owned, Leased, Hired and Non-Owned.
  - D. **Additional Insured Endorsement Form:** The Contractor shall name the Owners as additional insured on Contractor's Automobile Liability policy.
  - E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.
- 

## **5. Workers' Compensation; Employers' Liability:** The Contractor shall have, maintain, and provide proof of Workers' Compensation insurance.

- A. **Limits:** Workers' Compensation coverage not less than statutory requirements under the laws of the State of Nebraska and any other applicable State where Work may be performed. Employer's Liability coverage with limits of not less than \$500,000 each accident or injury shall be included.
  - B. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner. The Contractor shall have its Workers' Compensation insurance carrier, or, if the Contractor is self-insured, then the Contractor itself shall, waive its subrogation rights/rights of recovery against the Owner and shall provide to Owner, in a form acceptable to Owner, a written document, signed by an authorized Officer of the Contractor confirming Contractor has waived their right of subrogation/waived their right of recovery.
  - C. Sole proprietors and certain very small entities may be exempt from these requirements and it is the obligation of the Contractor to submit documentation to the Owner of the basis for any such exemption. Contractor will not hire/engage any employees or independent contractors without procuring a Workers Compensation policy and providing proof to the Owner.
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## **14. Cyber Insurance:** The Contractor shall have, maintain, and provide proof of Cyber Liability Insurance.

- A. **Basis:** Claims-made basis with a retrospective date the earlier of the date of this Agreement or prior to work commencing.
  - B. **Limits:** Not less than \$2,000,000 per claim and \$2,000,000 in the aggregate.
  - C. **Coverage:** Coverage shall include coverage for unauthorized access, data security and privacy breach, notification costs and regulatory defense, including costs of investigating a potential or actual breach or potential extortion or ransomware claims.
  - D. **Tail Coverage:** Shall be maintained for a minimum of two (2) years after the latest of the: a) final payment; b) agreement expiration; c) agreement termination or d) completion of the Work. In the event the policy is not renewed, Contractor shall arrange for a two (2) year extended reporting period provision.
  - E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.
- 

**Subcontractors:** The Contractor shall ensure that all tiers of Contractor's subcontractors comply with insurance requirements identical to the Insurance Requirements between the Contractor and Owner. Contractor shall provide, upon Owner's request, all documentation evidencing

such compliance, to Owner on behalf of Contractor and Contractor's subcontractors.

**Cancellation/Renewal Notice:** Contractor's policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, non-renewed or aggregate limits exhausted until at least 30 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice from insurer, Contractor shall provide a copy of the notice to Owner. If coverage required under this Agreement is cancelled or non-renewed, Contractor shall provide evidence of replacement coverage, with no lapse in coverage between the policies. Contractor shall provide, prior to expiration of any policy(ies), certificates of insurance and endorsement forms evidencing renewal insurance coverages as required in this Agreement.

**Owner's Option:** Owner may purchase and maintain at Owner's expense, liability insurance. Contractor cannot rely upon Owner's liability policy(ies) for any of Contractor's insurance obligations required herein.

**Umbrella or Excess Liability:** The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Agreement provided such umbrella/excess coverage is not more restrictive than the primary coverage. Such coverage shall be excess of the Commercial General Liability, Auto Liability and Employer's Liability. If the Contractor is required to have, maintain and provide proof of Garage Liability, the Umbrella/Excess Liability shall also be excess of Garage Liability.

**Minimum Rating - Insurer:** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than "A-" VIII, unless Owner has expressly approves in writing.

**Reservation of Rights:** The Owner reserves the right to require a higher limit of insurance or additional coverages when the Owner determines that a higher limit or additional coverage is required to protect the Owner or the interests of the public.

**Sovereign Immunity:** Nothing contained in this clause or other clauses of this Agreement shall be construed to waive the Sovereign Immunity of the Owner.

**No Waiver by Owner:** Failure of the Owner to object to the form or content of the certificate or endorsement or to demand such proof as is required herein shall not constitute a waiver of any insurance requirement set forth herein.

Failure of Owner to demand such certificates of insurance, endorsements or other evidence of the Contractor's full compliance with these insurance requirements, or failure of Owner to identify any deficiency in compliance from the evidence provided, shall not be construed as a waiver of the Contractor's obligation to obtain and maintain such insurance at all tiers.

**Claims-made Tail Coverage:** Any liability insurance arranged on a claims-made basis, will require an Extended Reporting coverage for the duration specified or the maximum time period the Contractor's insurer will provide, if less than the duration specified. Contractor will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for the additional period. Continuous "claims made" coverage is acceptable in lieu of Extended Reporting coverage, provided the retroactive date is on or before the effective date of this Agreement and there is no prior or pending date added to the policy after the inception of this Agreement.

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## QUESTIONS

Consult with your insurance agent or broker on how to acquire the required coverages, endorsements, and waivers needed for your Agreement.

For additional information or questions concerning coverage or acceptable forms, Contractor may contact the Purchasing Division at 402-441-8103, or the Department that issues the Agreement. For general questions regarding Insurance Requirements, please contact the City of Lincoln Risk Management at 402-441-7671 or County of Lancaster, Nebraska's Risk Management at 402-441-6510, as appropriate.

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**E-mail Address (Internal use only)**

rweiss@pinnaclebankarena.com



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/17/2025

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).

<b>PRODUCER</b> UNICO Group 1128 Lincoln Mall, Suite 200 Lincoln, NE, 68508	<b>CONTACT NAME:</b> Cortney Moderacki	
	<b>PHONE (A/C, No, Ext):</b> (402) 434-7200 <b>FAX (A/C, No):</b>	
<b>INSURED</b> Five Nines Technology Group, Inc. 5617 Thompson Creek Blvd. Lincoln, NE, 68516	<b>E-MAIL ADDRESS:</b> cmoderacki@unicogroup.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Travelers Property Casualty Co of America	<b>NAIC #</b> 25674
	<b>INSURER B:</b> Travelers Indemnity Co of America	<b>25666</b>
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 1744902668904**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			ZLP15T48861	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							
	A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA1N160610	6/30/2024	6/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			CUP-9K164026-24-15	6/30/2024	6/30/2025
<input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000								
B			<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	UB2H868694	6/30/2024	6/30/2025
	A	<b>Cyber Liability E&amp;O</b>			ZPL15T4885A	6/30/2024	6/30/2025	Cyber Limit \$2,000,000 E&O Limit \$2,000,000

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

See notes attached

**CERTIFICATE HOLDER****CANCELLATION**West Haymarket Joint Public Agency (WHJPA-PBA)  
555 S. 10th Street  
Lincoln, NE, 68508

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

*Cortney Moderacki*

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## NOTES:

INSURED'S NAME Five Nines Technology Group, Inc.

PAGE

Date 4/17/2025

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status including completed operations only when there is a written contract between the named insured and the certificate holder/entity(ies) that requires such status. Business Auto includes a blanket automatic additional insured endorsement that provides additional insured status only when there is a written contract between the named insured and the certificate holder/entity(ies) that requires such status. The General Liability, Business Auto & Workers Compensation policies include blanket automatic waiver of subrogation endorsements that provide waiver in favor of the certificate holder/entity(ies) when required by written contract with the named insured prior to a loss. Additional Insured includes: West Haymarket Joint Public Agency, City of Lincoln/Lancaster County/Lincoln-Lancaster County Public Building Commission.

POLICY NUMBER:ZLP-15T48861-24-15

COMMERCIAL GENERAL LIABILITY

ISSUE DATE:06/26/24

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Name of Additional Insured Person(s) or Organization(s):**

West Haymarket Joint Public Agency  
c/o City Attorney, The City of Lincoln, Nebraska  
555 So. 10th Street  
Lincoln, NE 68508

**Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR TECHNOLOGY**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li><b>A.</b> Non-Owned Watercraft - 75 Feet Long Or Less</li> <li><b>B.</b> Who Is An Insured - Unnamed Subsidiaries</li> <li><b>C.</b> Who Is An Insured - Employees - Supervisory Positions</li> <li><b>D.</b> Who Is An Insured - Newly Acquired Or Formed Limited Liability Companies</li> <li><b>E.</b> Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures</li> <li><b>F.</b> Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement.</li> <li><b>G.</b> Blanket Additional Insured - Broad Form Vendors</li> <li><b>H.</b> Blanket Additional Insured - Controlling Interest</li> </ul> | <ul style="list-style-type: none"> <li><b>I.</b> Blanket Additional Insured - Mortgagees, Assignees, Successors Or Receivers</li> <li><b>J.</b> Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Premises</li> <li><b>K.</b> Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Operations</li> <li><b>L.</b> Medical Payments - Increased Limit</li> <li><b>M.</b> Blanket Waiver Of Subrogation</li> <li><b>N.</b> Contractual Liability - Railroads</li> <li><b>O.</b> Damage To Premises Rented To You</li> </ul> |
|--|---|

### **PROVISIONS**

#### **A. NON-OWNED WATERCRAFT - 75 FEET LONG OR LESS**

1. The following replaces Paragraph (2) of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II - WHO IS AN INSURED**:

- e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a

watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

#### **B. WHO IS AN INSURED - UNNAMED SUBSIDIARIES**

The following is added to **SECTION II - WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

COMMERCIAL GENERAL LIABILITY

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II - Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

**C. WHO IS AN INSURED - EMPLOYEES - SUPERVISORY POSITIONS**

The following is added to Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

**D. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**

The following replaces Paragraph 3. of SECTION II - WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only:
    - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such

organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II - Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

**E. WHO IS AN INSURED - LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES**

The following replaces the last paragraph of SECTION II - WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II - Who Is An Insured.

**F. BLANKET ADDITIONAL INSURED - PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

#### **G. BLANKET ADDITIONAL INSURED - BROAD FORM VENDORS**

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
  - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
  - (2) Any change in "your products" made by such vendor;

(3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts manufacturer, and then repackaged in the original container;

(4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

(5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

(6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

#### **H. BLANKET ADDITIONAL INSURED - CONTROLLING INTEREST**

1. The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition

COMMERCIAL GENERAL LIABILITY

operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II - WHO IS AN INSURED:**

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

**I. BLANKET ADDITIONAL INSURED - MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS**

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
  - (2) Any "bodily injury", "property damage" or "personal and advertising injury"

arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

**J. BLANKET ADDITIONAL INSURED - GOVERNMENTAL ENTITIES - PERMITS OR AUTHORIZATIONS RELATING TO PREMISES**

The following is added to **SECTION II - WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

**K. BLANKET ADDITIONAL INSURED - GOVERNMENTAL ENTITIES - PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II - WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

#### **L. MEDICAL PAYMENTS - INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III - LIMITS OF INSURANCE:**

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
  - a. \$10,000; or
  - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

#### **M. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or

- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

#### **N. CONTRACTUAL LIABILITY - RAILROADS**

- 1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

- c. Any easement or license agreement;

- 2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

#### **O. DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.



Only the Insuring Agreements with Limits shown in the CyberRisk Declarations apply.

### Liability Insuring Agreements

<b>Privacy And Security.</b>	The Insurer will pay <u>Loss</u> on behalf of the <u>Insured</u> , resulting from a <u>Claim</u> that is first made during the <u>Policy Period</u> , or any applicable extended reporting period, for a <u>Privacy And Security Act</u> .
<b>Media.</b>	The Insurer will pay <u>Loss</u> on behalf of the <u>Insured</u> , resulting from a <u>Claim</u> that is first made during the <u>Policy Period</u> , or any applicable extended reporting period, for a <u>Media Act</u> .
<b>Technology Errors And Omissions.</b>	The Insurer will pay <u>Loss</u> on behalf of the <u>Insured</u> , resulting from a <u>Claim</u> that is first made during the <u>Policy Period</u> , or any applicable extended reporting period, for a <u>Technology Act</u> .
<b>Regulatory Proceedings.</b>	The Insurer will pay <u>Defense Costs</u> and <u>Regulatory Costs</u> on behalf of the <u>Insured</u> , resulting from a <u>Regulatory Proceeding</u> that is first commenced during the <u>Policy Period</u> , or any applicable extended reporting period, for a <u>Privacy And Security Act</u> or <u>Media Act</u> .

### Breach Response Insuring Agreements

<b>Privacy Breach Notification.</b>	The Insurer will reimburse, or pay on behalf of, the <u>Insured</u> for <u>Privacy Breach Notification Costs</u> resulting from an actual or suspected <u>Privacy Breach</u> that is <u>Discovered</u> during the <u>Policy Period</u> , or any extended discovery period.
<b>Computer And Legal Experts.</b>	The Insurer will reimburse, or pay on behalf of, the <u>Insured</u> for <u>Computer And Legal Expert Costs</u> resulting from an actual or suspected: <ol style="list-style-type: none"> <li>1. <u>Privacy Breach</u>;</li> <li>2. <u>Security Breach</u>; or</li> <li>3. <u>Cyber Extortion Threat</u>,</li> </ol> that is <u>Discovered</u> during the <u>Policy Period</u> , or any extended discovery period.
<b>Betterment.</b>	The Insurer will reimburse the <u>Insured</u> for <u>Betterment Costs</u> , following a <u>Security Breach</u> that is <u>Discovered</u> during the <u>Policy Period</u> .
<b>Cyber Extortion.</b>	The Insurer will reimburse, or pay on behalf of, the <u>Insured</u> for <u>Cyber Extortion Costs</u> , resulting from a <u>Cyber Extortion Threat</u> that is <u>Discovered</u> during the <u>Policy Period</u> .
<b>Data Restoration.</b>	The Insurer will reimburse, or pay on behalf of, the <u>Insured</u> for <u>Restoration Costs</u> , directly caused by a <u>Security Breach</u> that is <u>Discovered</u> during the <u>Policy Period</u> .
<b>Public Relations.</b>	The Insurer will reimburse, or pay on behalf of, the <u>Insured</u> for <u>Public Relations Costs</u> , resulting from an actual or suspected: <ol style="list-style-type: none"> <li>1. <u>Privacy And Security Act</u>;</li> <li>2. <u>Technology Act</u>; or</li> <li>3. <u>Media Act</u>,</li> </ol> that is <u>Discovered</u> during the <u>Policy Period</u> , or any extended discovery period.

### Cyber Crime Insuring Agreements

<b>Computer Fraud.</b>	The Insurer will pay the <u>Insured Entity</u> for its direct loss of <u>Money</u> , <u>Securities</u> , or <u>Other Property</u> , directly caused by <u>Computer Fraud</u> that is <u>Discovered</u> during the <u>Policy Period</u> .
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<b>Funds Transfer Fraud.</b>	The Insurer will pay the <u>Insured Entity</u> for its direct loss of <u>Money</u> or <u>Securities</u> , directly caused by <u>Funds Transfer Fraud</u> that is <u>Discovered</u> during the <u>Policy Period</u> .
<b>Social Engineering Fraud.</b>	The Insurer will pay the <u>Insured Entity</u> for its direct loss of <u>Money</u> or <u>Securities</u> , directly caused by <u>Social Engineering Fraud</u> that is <u>Discovered</u> during the <u>Policy Period</u> .
<b>Telecom Fraud.</b>	The Insurer will pay the <u>Insured Entity</u> for its <u>Telecom Charges</u> , directly caused by <u>Telecom Fraud</u> that is <u>Discovered</u> during the <u>Policy Period</u> .

## Business Loss Insuring Agreements

<b>Business Interruption.</b>	The Insurer will pay the <u>Insured</u> for its <u>Business Interruption Loss</u> that is directly caused by any of the following, if <u>Discovered</u> during the <u>Policy Period</u> : <ol style="list-style-type: none"> <li>1. A <u>Security Breach</u> that results in a total or partial interruption of a <u>Computer System</u>.</li> <li>2. A <u>System Failure</u>, if applicable.</li> <li>3. The voluntary shutdown of a <u>Computer System</u> by the <u>Insured</u>, if it is reasonably necessary to minimize the <u>Loss</u> caused by a <u>Security Breach</u> or <u>Privacy Breach</u> in progress.</li> </ol>
<b>Dependent Business Interruption.</b>	The Insurer will pay the <u>Insured</u> for its <u>Business Interruption Loss</u> , directly caused by an <u>IT Provider Breach</u> that is <u>Discovered</u> during the <u>Policy Period</u> .
<b>Reputation Harm.</b>	The Insurer will pay the <u>Insured</u> for its <u>Reputation Harm</u> , directly caused by an <u>Adverse Media Report</u> or <u>Notification</u> that: <ol style="list-style-type: none"> <li>1. first occurs during, or within 60 days after, the <u>Policy Period</u>; and</li> <li>2. directly relates to a <u>Privacy Breach</u> or <u>Security Breach</u> that is <u>Discovered</u> during the <u>Policy Period</u>.</li> </ol>

## Definitions

<b>Accounting Costs.</b>	Means the reasonable fees or costs of a forensic accounting firm, incurred by the <u>Insured Entity</u> , to calculate <u>Income Loss</u> , even if such calculation shows there has been no <u>Income Loss</u> .
<b>Additional Insured.</b>	Means a person or entity, not otherwise an <u>Insured</u> , with whom the <u>Insured Entity</u> has entered into a written agreement to include as an <u>Insured</u> , but only for <u>Wrongful Acts</u> : <ol style="list-style-type: none"> <li>1. by, or on behalf of, the <u>Insured Entity</u> under such agreement; and</li> <li>2. that occur after the <u>Insured Entity</u> has executed such agreement.</li> </ol>
<b>Adverse Media Report.</b>	Means any communication of an actual or potential <u>Privacy Breach</u> or <u>Security Breach</u> by a media outlet. Multiple <u>Adverse Media Reports</u> regarding the same <u>Privacy Breach</u> or <u>Security Breach</u> are deemed one <u>Adverse Media Report</u> .
<b>Approved Provider.</b>	Means a service provider approved by the Insurer in writing to the <u>Insured</u> .
<b>Automatic ERP.</b>	Means a 90-day extended reporting period starting on the effective date this Coverage is canceled or not renewed.
<b>Betterment Costs.</b>	<ol style="list-style-type: none"> <li>1. Means the reasonable costs incurred and paid by the <u>Insured</u>, with the Insurer's written consent, for hardware or software to improve a <u>Computer System</u> after a <u>Security Breach</u>, if: <ol style="list-style-type: none"> <li>a. the <u>Security Breach</u> has been stopped or contained, and resulted in covered <u>Computer And Legal Expert Costs</u>;</li> <li>b. the <u>Approved Provider</u> that provided computer services in response to such <u>Security Breach</u>;</li> </ol> </li> </ol>

Only the Insuring Agreements with Limits shown in the CyberRisk Declarations apply.

### Liability Insuring Agreements

Privacy And Security.	The Insurer will pay <u>Loss</u> on behalf of the <u>Insured</u> , resulting from a <u>Claim</u> that is first made during the <u>Policy Period</u> , or any applicable extended reporting period, for a <u>Privacy And Security Act</u> .
Media.	The Insurer will pay <u>Loss</u> on behalf of the <u>Insured</u> , resulting from a <u>Claim</u> that is first made during the <u>Policy Period</u> , or any applicable extended reporting period, for a <u>Media Act</u> .
Technology Errors And Omissions.	The Insurer will pay <u>Loss</u> on behalf of the <u>Insured</u> , resulting from a <u>Claim</u> that is first made during the <u>Policy Period</u> , or any applicable extended reporting period, for a <u>Technology Act</u> .
Regulatory Proceedings.	The Insurer will pay <u>Defense Costs</u> and <u>Regulatory Costs</u> on behalf of the <u>Insured</u> , resulting from a <u>Regulatory Proceeding</u> that is first commenced during the <u>Policy Period</u> , or any applicable extended reporting period, for a <u>Privacy And Security Act</u> or <u>Media Act</u> .

### Breach Response Insuring Agreements

Privacy Breach Notification.	The Insurer will reimburse, or pay on behalf of, the <u>Insured</u> for <u>Privacy Breach Notification Costs</u> resulting from an actual or suspected <u>Privacy Breach</u> that is <u>Discovered</u> during the <u>Policy Period</u> , or any extended discovery period.
Computer And Legal Experts.	The Insurer will reimburse, or pay on behalf of, the <u>Insured</u> for <u>Computer And Legal Expert Costs</u> resulting from an actual or suspected: <ol style="list-style-type: none"> <li>1. <u>Privacy Breach</u>;</li> <li>2. <u>Security Breach</u>; or</li> <li>3. <u>Cyber Extortion Threat</u>,</li> </ol> that is <u>Discovered</u> during the <u>Policy Period</u> , or any extended discovery period.
Betterment.	The Insurer will reimburse the <u>Insured</u> for <u>Betterment Costs</u> , following a <u>Security Breach</u> that is <u>Discovered</u> during the <u>Policy Period</u> .
Cyber Extortion.	The Insurer will reimburse, or pay on behalf of, the <u>Insured</u> for <u>Cyber Extortion Costs</u> , resulting from a <u>Cyber Extortion Threat</u> that is <u>Discovered</u> during the <u>Policy Period</u> .
Data Restoration.	The Insurer will reimburse, or pay on behalf of, the <u>Insured</u> for <u>Restoration Costs</u> , directly caused by a <u>Security Breach</u> that is <u>Discovered</u> during the <u>Policy Period</u> .
Public Relations.	The Insurer will reimburse, or pay on behalf of, the <u>Insured</u> for <u>Public Relations Costs</u> , resulting from an actual or suspected: <ol style="list-style-type: none"> <li>1. <u>Privacy And Security Act</u>;</li> <li>2. <u>Technology Act</u>; or</li> <li>3. <u>Media Act</u>,</li> </ol> that is <u>Discovered</u> during the <u>Policy Period</u> , or any extended discovery period.

### Cyber Crime Insuring Agreements

Computer Fraud.	The Insurer will pay the <u>Insured Entity</u> for its direct loss of <u>Money</u> , <u>Securities</u> , or <u>Other Property</u> , directly caused by <u>Computer Fraud</u> that is <u>Discovered</u> during the <u>Policy Period</u> .
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	<ul style="list-style-type: none"> <li>i. has identified a weakness in a <u>Computer System</u> that caused, or contributed to, the <u>Security Breach</u>; and</li> <li>ii. recommends the improvements to prevent a future <u>Security Breach</u> from exploiting such weakness; and</li> </ul> <p>c. such improvements are incurred and paid for by the <u>Insured</u> within the earlier of 90 days after:</p> <ul style="list-style-type: none"> <li>i. the recommendation by the <u>Approved Provider</u>; or</li> <li>ii. the end of the <u>Policy Period</u>.</li> </ul> <p>Costs for improvements that are subject to a license, lease, or subscription will be limited to the pro rata portion of such costs for the first 12 months.</p> <p>2. Does not include wages, benefits, or overhead of any <u>Insured</u>.</p>
<b>Business Interruption Loss.</b>	<p>1. Means:</p> <ul style="list-style-type: none"> <li>a. <u>Income Loss</u> and <u>Extra Expense</u> incurred or paid by the <u>Insured Entity</u> during the <u>Period Of Restoration</u>; and</li> <li>b. <u>Accounting Costs</u>, if the <u>Insured Entity's</u> business operations are interrupted beyond the <u>Wait Period</u>.</li> </ul> <p>2. Does not include loss arising out of harm to the <u>Insured Entity's</u> reputation.</p>
<b>Change Of Control.</b>	<p>Means when:</p> <ul style="list-style-type: none"> <li>1. more than 50% of the Named Insured's assets are acquired; or</li> <li>2. the Named Insured is merged with, or consolidated into, another entity, and the Named Insured is not the surviving entity.</li> </ul>
<b>Claim.</b>	<p>Means:</p> <ul style="list-style-type: none"> <li>1. a written demand for monetary or nonmonetary relief, including injunctive relief, commenced by an <u>Insured's</u> receipt of such written demand;</li> <li>2. a civil proceeding, commenced by the service of a complaint or similar pleading;</li> <li>3. an arbitration, mediation, or similar alternative dispute resolution proceeding, commenced by the service of an arbitration petition or similar legal document;</li> <li>4. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding, commenced by an <u>Insured's</u> receipt of such written request; or</li> <li>5. for the Regulatory Proceedings Insuring Agreement only, a <u>Regulatory Proceeding</u>, commenced by: <ul style="list-style-type: none"> <li>a. the filing of charges;</li> <li>b. the filing of an investigative order;</li> <li>c. the service of a summons; or</li> <li>d. the service or filing of a similar document,</li> </ul> </li> </ul> <p>against an <u>Insured</u> for a <u>Wrongful Act</u>. Except under Other Conditions, Notice Of Claim, a <u>Claim</u> is deemed made when commenced.</p>
<b>Client.</b>	<p>Means a person or entity to whom the <u>Insured Entity</u>:</p> <ul style="list-style-type: none"> <li>1. provides goods; or</li> <li>2. performs services,</li> </ul> <p>for a fee, or under a written agreement.</p>
<b>Computer And Legal Expert Costs.</b>	<p>1. Means the reasonable fees or costs incurred or paid by the <u>Insured</u> for services recommended and provided by an <u>Approved Provider</u>, to:</p> <ul style="list-style-type: none"> <li>a. conduct a forensic analysis to determine the existence and cause of a <u>Privacy Breach</u>, <u>Security Breach</u>, or <u>Cyber Extortion Threat</u>;</li> <li>b. determine whose <u>Confidential Information</u> was lost or stolen; or accessed or disclosed without authorization;</li> </ul>

	<ul style="list-style-type: none"> <li>c. contain or stop a <u>Privacy Breach</u> or <u>Security Breach</u> in progress;</li> <li>d. certify the <u>Computer System</u> meets <u>Payment Card Security Standards</u>, if a <u>Security Breach Discovered</u> during the <u>Policy Period</u> results in noncompliance with such standards, but only for the first certification; or</li> <li>e. provide legal services to respond to a <u>Privacy Breach</u> or <u>Security Breach</u>.</li> </ul>
	2. Does not include <u>Defense Costs</u> or <u>Privacy Breach Notification Costs</u> .
<b>Computer Fraud.</b>	<ul style="list-style-type: none"> <li>1. Means an intentional, unauthorized, and fraudulent entry or change of data or computer instructions, directly into or within, a <u>Computer System</u>, that: <ul style="list-style-type: none"> <li>a. is not made by an <u>Insured Person</u>, an <u>Independent Contractor</u>, or any other person under the direct supervision of the <u>Insured</u>; and</li> <li>b. causes <u>Money</u>, <u>Securities</u>, or <u>Other Property</u> to be transferred, paid, or delivered from inside the <u>Insured Entity's</u> premises or the <u>Insured Entity's</u> financial institution premises to a place outside of such premises.</li> </ul> </li> <li>2. Does not include <u>Social Engineering Fraud</u>.</li> </ul>
<b>Computer System.</b>	<p>Means a computer and connected input, output, processing, storage, or communication device, or related network, operating system, website, or application software, that is:</p> <ul style="list-style-type: none"> <li>1. under the operational control of, and owned by, licensed to, or leased to: <ul style="list-style-type: none"> <li>a. the <u>Insured Entity</u>; or</li> <li>b. an <u>Insured Person</u>, while authorized by, and transacting business on behalf of, the <u>Insured Entity</u>, except under the Betterment or Data Restoration Insuring Agreements, or any Cyber Crime Insuring Agreement; or</li> </ul> </li> <li>2. operated by an <u>IT Provider</u>, but only the portion of such computer system used to provide hosted computer resources to the <u>Insured Entity</u>, except under the Betterment or Business Interruption Insuring Agreements.</li> </ul>
<b>Confidential Information.</b>	<p>Means a third party's or <u>Insured Person's</u> private or confidential information that is in the care, custody, or control of the <u>Insured Entity</u>, or a service provider acting on behalf of the <u>Insured Entity</u>.</p>
<b>Covered Material.</b>	<ul style="list-style-type: none"> <li>1. Means content that is created or disseminated, via any form or expression, by, or on behalf of, the <u>Insured Entity</u>.</li> <li>2. Does not include: <ul style="list-style-type: none"> <li>a. tangible product designs; or</li> <li>b. content created or disseminated by the <u>Insured Entity</u> on behalf of a third party.</li> </ul> </li> </ul>
<b>Cyber Extortion Costs.</b>	<ul style="list-style-type: none"> <li>1. Means, with the Insurer's prior written consent: <ul style="list-style-type: none"> <li>a. <u>Ransom</u>, in direct response to a <u>Cyber Extortion Threat</u>;</li> <li>b. reasonable amounts incurred or paid by the <u>Insured</u> in the process of paying, or attempting to pay, <u>Ransom</u>; or</li> <li>c. reasonable amounts incurred or paid by the <u>Insured</u>, recommended by an <u>Approved Provider</u>, to mitigate <u>Ransom</u>.</li> </ul> </li> <li>2. Does not include <u>Computer And Legal Expert Costs</u> or <u>Restoration Costs</u>.</li> </ul>
<b>Cyber Extortion Threat.</b>	<p>Means a threat to:</p> <ul style="list-style-type: none"> <li>1. access or disclose: <ul style="list-style-type: none"> <li>a. <u>Confidential Information</u>; or</li> <li>b. an <u>Insured Entity's</u> information without authorization; or</li> </ul> </li> <li>2. commit or continue a <u>Security Breach</u>, made against the <u>Insured Entity</u> for <u>Ransom</u>.</li> </ul>

<b>Defense Costs.</b>	<ol style="list-style-type: none"> <li>Means reasonable fees and costs incurred by the Insurer, or the <u>Insured</u> with the Insurer's prior written consent, in the: <ol style="list-style-type: none"> <li>investigation;</li> <li>defense;</li> <li>settlement; or</li> <li>appeal,</li> </ol> of a <u>Claim</u>.</li> <li>Includes up to \$1,000 per day for loss of earnings due to an <u>Insured Person's</u> attendance in court, if at the Insurer's request.</li> <li>Does not include wages, benefits, or overhead of the Insurer or of the <u>Insured</u>.</li> </ol>
<b>Discover, Discovered, Discovery.</b>	Means when an <u>Executive Officer</u> first becomes aware of facts that would cause a reasonable person to assume that a <u>First Party Loss</u> has been or will be incurred, regardless of when the act or acts causing or contributing to such <u>First Party Loss</u> occurred, even though the exact amount or details of such <u>First Party Loss</u> may not then be known.
<b>Employee.</b>	<ol style="list-style-type: none"> <li>Means a natural person while their labor is engaged and directed by the <u>Insured Entity</u>, and who is: <ol style="list-style-type: none"> <li>a full-time, part-time, seasonal, or temporary worker compensated directly by the <u>Insured Entity</u> through wages, salaries, or commissions;</li> <li>a volunteer, student, or intern; or</li> <li>a worker whose services have been leased to the <u>Insured Entity</u> by a labor leasing firm under a written agreement.</li> </ol> </li> <li>Does not include any: <ol style="list-style-type: none"> <li>agent;</li> <li>broker;</li> <li>consignee;</li> <li>independent contractor; or</li> <li>representative,</li> </ol> of the <u>Insured Entity</u>.</li> </ol>
<b>Executive Officer.</b>	Means a natural person while acting as the <u>Insured Entity's</u> : <ol style="list-style-type: none"> <li>chief executive officer;</li> <li>chief financial officer;</li> <li>chief information security officer;</li> <li>risk manager;</li> <li>in-house general counsel; or</li> <li>the functional equivalent of 1 through 5.</li> </ol>
<b>Extra Expense.</b>	Means reasonable costs incurred by the <u>Insured Entity</u> , with the Insurer's written consent, that: <ol style="list-style-type: none"> <li>result from a <u>First Party Event</u>;</li> <li>are in excess of the <u>Insured Entity's</u> normal operating costs;</li> <li>are intended to reduce <u>Income Loss</u>; and</li> <li>would not have been incurred had there been no <u>First Party Event</u>.</li> </ol>
<b>First Party Event.</b>	<ol style="list-style-type: none"> <li>Means: <ol style="list-style-type: none"> <li><u>Computer Fraud</u>;</li> <li><u>Cyber Extortion Threat</u>;</li> <li><u>Funds Transfer Fraud</u>;</li> <li><u>IT Provider Breach</u>;</li> <li><u>Media Act</u>;</li> </ol> </li> </ol>

	<ul style="list-style-type: none"> <li>f. <u>Privacy Breach</u>;</li> <li>g. <u>Security Breach</u>;</li> <li>h. <u>Social Engineering Fraud</u>;</li> <li>i. <u>System Failure</u>; or</li> <li>j. <u>Telecom Fraud</u>.</li> </ul>
	<ul style="list-style-type: none"> <li>2. <u>First Party Events</u> that have a common: <ul style="list-style-type: none"> <li>a. nexus;</li> <li>b. set of facts;</li> <li>c. circumstance;</li> <li>d. situation;</li> <li>e. event; or</li> <li>f. decision,</li> </ul> are deemed a single <u>First Party Event</u>. </li> </ul>
<i>First Party Insuring Agreements.</i>	<p>Means the:</p> <ul style="list-style-type: none"> <li>1. Breach Response Insuring Agreements;</li> <li>2. Business Loss Insuring Agreements; and</li> <li>3. Cyber Crime Insuring Agreements.</li> </ul>
<i>First Party Loss.</i>	<ul style="list-style-type: none"> <li>1. Means: <ul style="list-style-type: none"> <li>a. <u>Betterment Costs</u>;</li> <li>b. <u>Business Interruption Loss</u>;</li> <li>c. <u>Computer And Legal Expert Costs</u>;</li> <li>d. <u>Cyber Extortion Costs</u>;</li> <li>e. <u>Money</u>;</li> <li>f. <u>Other Property</u>;</li> <li>g. <u>Privacy Breach Notification Costs</u>;</li> <li>h. <u>Public Relations Costs</u>;</li> <li>i. <u>Reputation Harm</u>;</li> <li>j. <u>Restoration Costs</u>;</li> <li>k. <u>Securities</u>; or</li> <li>l. <u>Telecom Charges</u>.</li> </ul> </li> <li>2. Other than <u>Accounting Costs</u>, does not include amounts: <ul style="list-style-type: none"> <li>a. to establish <u>First Party Loss</u>; or</li> <li>b. to prepare the <u>Insured Entity's</u> Proof of Loss.</li> </ul> </li> </ul>
<i>Funds Transfer Fraud.</i>	<ul style="list-style-type: none"> <li>1. Means a fraudulent instruction that: <ul style="list-style-type: none"> <li>a. is electronically sent to a financial institution that is not an <u>Insured</u>, at which the <u>Insured Entity</u> maintains an account;</li> <li>b. directs the transfer, payment, or delivery of <u>Money</u> or <u>Securities</u> from the <u>Insured Entity's</u> account;</li> <li>c. is purportedly sent by the <u>Insured Entity</u>;</li> <li>d. is sent by someone, other than an <u>Insured</u>; and</li> <li>e. is sent without the <u>Insured Entity's</u> knowledge or consent.</li> </ul> </li> <li>2. Does not include <u>Social Engineering Fraud</u>.</li> </ul>
<i>Impacted Parties.</i>	<p>Means the persons or entities whose <u>Confidential Information</u> was, or is suspected to have been, stolen or lost, or accessed or disclosed without authorization.</p>

<b>Income Loss.</b>	<ol style="list-style-type: none"> <li>Means pretax net profit the <u>Insured Entity</u> did not earn, and net loss the <u>Insured Entity</u> incurred, because of a <u>First Party Event</u>. Continuing normal and necessary operating expenses and payroll are part of the pretax net profit or net loss calculation.</li> <li>Does not include: <ol style="list-style-type: none"> <li><u>Extra Expense</u>;</li> <li>contractual penalties;</li> <li>costs incurred to replace or improve a <u>Computer System</u> to a level of functionality beyond what existed prior to the <u>First Party Event</u>;</li> <li>costs incurred to identify or remediate computer system errors or vulnerabilities;</li> <li>interest or investment income; or</li> <li>loss incurred due to unfavorable business conditions not related to the <u>First Party Event</u>.</li> </ol> </li> </ol>
<b>Independent Contractor.</b>	Means a natural person, other than an <u>Employee</u> , while performing services for the <u>Insured Entity</u> under a written agreement.
<b>Insured.</b>	<p>Means:</p> <ol style="list-style-type: none"> <li><u>Insured Persons</u>;</li> <li><u>Insured Entities</u>; or</li> <li>for the Liability Insuring Agreements only, also includes <u>Additional Insureds</u>.</li> </ol>
<b>Insured Entity.</b>	<p>Means:</p> <ol style="list-style-type: none"> <li>the Named Insured; or</li> <li><u>Subsidiaries</u>.</li> </ol>
<b>Insured Person.</b>	<p>Means:</p> <ol style="list-style-type: none"> <li><u>Employees</u>;</li> <li>natural persons while: <ol style="list-style-type: none"> <li>officers;</li> <li>partners;</li> <li>the sole proprietor;</li> <li>in-house general counsel; or</li> <li>members of a board of directors, trustees, or governors, of the <u>Insured Entity</u>; or</li> </ol> </li> <li>for the Liability Insuring Agreements only, also includes <u>Independent Contractors</u>.</li> </ol>
<b>IT Provider.</b>	<p>Means an entity while under a written agreement with the <u>Insured Entity</u> to provide it with:</p> <ol style="list-style-type: none"> <li>hosted computer application services;</li> <li>cloud services or computing;</li> <li>electronic data hosting, back-up, storage, and processing;</li> <li>co-location services;</li> <li>platform-as-a-service; or</li> <li>software-as-a-service.</li> </ol>
<b>IT Provider Breach.</b>	<p>Means:</p> <ol style="list-style-type: none"> <li>unauthorized access to;</li> <li>use of authorized access to cause intentional harm to;</li> <li>a denial-of-service attack against; or</li> <li>the introduction of a <u>Virus</u> into, an <u>IT Provider's</u> computer system, resulting in total or partial interruption.</li> </ol>

<b>Loss.</b>	<ol style="list-style-type: none"> <li>Means: <ol style="list-style-type: none"> <li><u>Defense Costs</u>;</li> <li>damages, judgments, settlements, or prejudgment or postjudgment interest, that an <u>Insured</u> is legally obligated to pay as a result of a <u>Claim</u>, including: <ol style="list-style-type: none"> <li>court awarded legal fees; and</li> <li>punitive or exemplary damages, or the multiple portion of a multiplied damage award, to the extent insurable under the most favorable applicable law;</li> </ol> </li> <li><u>Payment Card Contract Penalties</u>;</li> <li>for the Regulatory Proceedings Insuring Agreement, means <u>Regulatory Costs</u>; or</li> <li>for <u>First Party Insuring Agreements</u>, means <u>First Party Loss</u>.</li> </ol> </li> <li><u>Loss</u> does not include voluntary payments made by the <u>Insured</u> with respect to a <u>Claim</u>.</li> <li><u>Loss</u>, other than <u>Defense Costs</u>, does not include: <ol style="list-style-type: none"> <li>civil or criminal fines, penalties, sanctions, or taxes, except for: <ol style="list-style-type: none"> <li><u>Payment Card Contract Penalties</u>;</li> <li><u>Regulatory Costs</u>; or</li> <li>amounts assessed against a <u>Client</u> resulting from a <u>Technology Act</u>;</li> </ol> </li> <li>amounts uninsurable under applicable law;</li> <li>restitution, return, or disgorgement of any profits;</li> <li>liquidated damages in excess of the amount for which the <u>Insured</u> would be liable absent the liquidated damages provision of a contract;</li> <li>the cost of complying with injunctive or nonmonetary relief;</li> <li>price, product, or service credits;</li> <li>amounts awarded under a prevailing party provision of any agreement; or</li> <li>any return, reduction, or offset of fees, charges, or commissions owed or paid to the <u>Insured</u>.</li> </ol> </li> </ol>
<b>Media Act.</b>	<p>Means, in <u>Covered Material</u>:</p> <ol style="list-style-type: none"> <li>the unauthorized use of copyright, title, slogan, trademark, trade dress, service mark, domain name, logo, or service name;</li> <li>the unauthorized use of a literary or artistic format, character, or performance;</li> <li>a violation of an individual's right of privacy or publicity;</li> <li>defamation, libel, slander, trade libel, or other tort related to disparagement or harm to the reputation or character of any person or entity;</li> <li>the misappropriation of ideas under an implied contract;</li> <li>improper deep-linking or framing; or</li> <li>unfair competition, when alleged in connection with 1 through 6.</li> </ol>
<b>Merchant Service Agreement.</b>	Means a contract between the <u>Insured Entity</u> and an acquiring bank, or other acquiring institution, that establishes the terms and conditions for accepting and processing payment card transactions.
<b>Money.</b>	<ol style="list-style-type: none"> <li>Means: <ol style="list-style-type: none"> <li>currency, coins, or bank notes in circulation;</li> <li>bullion;</li> <li><u>Virtual Currency</u>;</li> <li>traveler's checks;</li> <li>certified or cashier's checks; or</li> <li>money orders.</li> </ol> </li> <li>Does not include <u>Securities</u>.</li> </ol>

<b>Notification.</b>	Means written notice to <u>Impacted Parties</u> about a <u>Privacy Breach</u> or <u>Security Breach</u> . Multiple <u>Notifications</u> about the same <u>Privacy Breach</u> or <u>Security Breach</u> are deemed one <u>Notification</u> .
<b>Optional ERP.</b>	Means an extended reporting period for the time shown in the Optional ERP Endorsement starting on the effective date this Coverage is: <ol style="list-style-type: none"> <li>1. canceled; or</li> <li>2. not renewed.</li> </ol>
<b>Other Property.</b>	Means tangible property, other than <u>Money</u> or <u>Securities</u> that has intrinsic value.
<b>Payment Card Contract Penalties.</b>	Means fines, penalties, or assessments imposed under a <u>Merchant Service Agreement</u> against an <u>Insured Entity</u> for noncompliance with <u>Payment Card Security Standards</u> .
<b>Payment Card Security Standards.</b>	Means the Payment Card Industry Data Security Standard (PCI-DSS), or similar standard, to which the <u>Insured Entity</u> has agreed in a <u>Merchant Service Agreement</u> .
<b>Period Of Indemnity.</b>	Means the <u>Period Of Indemnity</u> shown in the CyberRisk Declarations. It begins on the earlier of the date of the first: <ol style="list-style-type: none"> <li>1. <u>Notification</u>; or</li> <li>2. <u>Adverse Media Report</u>,</li> </ol> whichever is earlier.
<b>Period Of Restoration.</b>	Means the period of time that begins after the <u>Wait Period</u> ends, and ends on the earlier of: <ol style="list-style-type: none"> <li>1. the expiration of the <u>Period Of Restoration</u> shown in the CyberRisk Declarations; or</li> <li>2. when the <u>Insured Entity's</u> business operations have been restored for a consecutive 24-hour period to the level of operation that existed immediately before the <u>First Party Event</u>.</li> </ol>
<b>Policy Period.</b>	Means the <u>Policy Period</u> shown in the Declarations, which is subject to the cancelation of this Policy.
<b>Pollutant.</b>	Means a solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.
<b>Potential Claim.</b>	Means conduct or circumstances that could reasonably be expected to give rise to a <u>Claim</u> .
<b>Privacy And Security Act.</b>	Means: <ol style="list-style-type: none"> <li>1. the failure to prevent a <u>Privacy Breach</u>;</li> <li>2. the failure to destroy <u>Confidential Information</u>;</li> <li>3. a violation of law, when alleged in connection with 1 or 2;</li> <li>4. the failure to provide <u>Notification</u> required by law;</li> <li>5. the failure to comply with a <u>Privacy Policy</u>;</li> <li>6. the unauthorized, unlawful, or wrongful collection of <u>Confidential Information</u>; or</li> <li>7. the failure to prevent a <u>Security Breach</u>, directly resulting in the: <ol style="list-style-type: none"> <li>a. alteration or deletion of <u>Confidential Information</u>;</li> <li>b. transmission of a <u>Virus</u> into a computer or network system that is not a <u>Computer System</u>;</li> <li>c. participation in a denial-of-service attack directed against a computer or network system that is not a <u>Computer System</u>; or</li> <li>d. failure to provide an authorized user with access to a <u>Computer System</u>.</li> </ol> </li> </ol>
<b>Privacy Breach.</b>	Means the loss or theft of, or unauthorized access to or disclosure of, <u>Confidential Information</u> .

<b>Privacy Breach Notification Costs.</b>	Means reasonable costs or fees incurred or paid by an <u>Insured Entity</u> , voluntarily or as required by agreement or law, for: <ol style="list-style-type: none"> <li>1. printing and delivering notice to;</li> <li>2. providing credit or identity monitoring for up to 24 months, or longer where required by law, to;</li> <li>3. call center services for;</li> <li>4. the costs to purchase an identity fraud insurance policy to benefit natural persons who are; or</li> <li>5. with the Insurer's prior written consent, other services to mitigate <u>Loss</u> or provide notice to, <u>Impacted Parties</u>, if recommended and provided by an <u>Approved Provider</u>.</li> </ol>
<b>Privacy Policy.</b>	Means the <u>Insured Entity's</u> publicly available written policies or procedures regarding <u>Confidential Information</u> .
<b>Public Relations Costs.</b>	Means reasonable costs or fees for public relations services recommended and provided by an <u>Approved Provider</u> to mitigate or prevent negative publicity.
<b>Ransom.</b>	1. Means: <ol style="list-style-type: none"> <li>a. <u>Money</u>;</li> <li>b. <u>Securities</u>; or</li> <li>c. the fair market value of property or services, paid or surrendered by, or on behalf of, the <u>Insured</u>.</li> </ol> 2. Will be valued as of the date paid or surrendered.
<b>Regulatory Costs.</b>	Means: <ol style="list-style-type: none"> <li>1. civil money fines;</li> <li>2. civil penalties; or</li> <li>3. amounts deposited in a consumer redress fund, imposed in a <u>Regulatory Proceeding</u>, to the extent insurable under the most favorable applicable law.</li> </ol>
<b>Regulatory Proceeding.</b>	Means an administrative or regulatory proceeding, or a civil investigative demand, brought by a domestic or foreign governmental entity.
<b>Reputation Harm.</b>	Means damage to the <u>Insured Entity's</u> reputation incurred during the <u>Period Of Indemnity</u> that results in <u>Income Loss</u> , other than the value of: <ol style="list-style-type: none"> <li>1. coupons;</li> <li>2. price discounts;</li> <li>3. prizes;</li> <li>4. awards; or</li> <li>5. consideration given by the <u>Insured</u> in excess of the contracted or expected amount.</li> </ol>
<b>Restoration Costs.</b>	1. Means the reasonable amounts incurred or paid by the <u>Insured</u> , with the Insurer's prior written consent: <ol style="list-style-type: none"> <li>a. to restore or recover damaged or destroyed computer programs, software, or electronic data stored within a <u>Computer System</u>, to its condition immediately before a <u>Security Breach</u>; or</li> <li>b. to determine that such computer programs, software, or electronic data cannot reasonably be restored or recovered.</li> </ol> 2. Does not include: <ol style="list-style-type: none"> <li>a. costs to recover or replace computer programs, software, or electronic data that the <u>Insured</u> did not have a license to use;</li> </ol>



	<ul style="list-style-type: none"> <li>b. costs to design, update, or improve the operation of computer programs or software;</li> <li>c. costs to recreate work product, research, or analysis; or</li> <li>d. wages, benefits, or overhead of the <u>Insured</u>.</li> </ul>
<b>Run-Off Period.</b>	Means the period starting on the date of the <u>Change Of Control</u> to the end of the <u>Policy Period</u> .
<b>Securities.</b>	Means written agreements representing <u>Money</u> or property, other than <u>Virtual Currency</u> .
<b>Security Breach.</b>	Means: <ul style="list-style-type: none"> <li>1. the unauthorized access to;</li> <li>2. the use of authorized access to cause intentional harm to;</li> <li>3. a denial-of-service attack against; or</li> <li>4. the introduction of a <u>Virus</u> into, a <u>Computer System</u>.</li> </ul>
<b>Social Engineering Fraud.</b>	Means intentionally misleading an <u>Insured Person</u> , by providing an instruction that: <ul style="list-style-type: none"> <li>1. is not made by an <u>Insured</u>;</li> <li>2. is purportedly from a <u>Vendor</u>, <u>Client</u>, or <u>Insured Person</u>;</li> <li>3. directs the <u>Insured Person</u> to transfer, pay, or deliver <u>Money</u> or <u>Securities</u>;</li> <li>4. contains a misrepresentation of material fact; and</li> <li>5. is relied upon by the <u>Insured Person</u>, believing the material fact to be true.</li> </ul>
<b>Subsidiary.</b>	Means: <ul style="list-style-type: none"> <li>1. an entity while the Named Insured owns more than 50% of the outstanding securities or voting rights representing the right to select the entity's board of directors, or functional equivalent;</li> <li>2. a nonprofit entity while the Named Insured exercises management control over such entity; or</li> <li>3. an entity while the Named Insured owns exactly 50%, as a joint venture, and while an <u>Insured Entity</u> controls the entity's management and operations under a written agreement.</li> </ul>
<b>System Failure.</b>	Means an accidental, unintentional, and unplanned total or partial interruption of a <u>Computer System</u> , not caused by: <ul style="list-style-type: none"> <li>1. a <u>Security Breach</u>; or</li> <li>2. a total or partial interruption of a third party computer system or network.</li> </ul>
<b>Technology Act.</b>	Means any error, omission, or negligent act by an <u>Insured</u> : <ul style="list-style-type: none"> <li>1. in the performance of or failure to perform <u>Technology Services</u>; or</li> <li>2. that results in: <ul style="list-style-type: none"> <li>a. the failure of <u>Technology Products</u> to perform the function or serve the purpose intended; or</li> <li>b. infringement of copyrighted software code or any other copyrighted element of any part of a software program in <u>Technology Products</u>.</li> </ul> </li> </ul>
<b>Technology Products.</b>	Means goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by or on behalf of the <u>Insured Entity</u> for others.
<b>Technology Services.</b>	Means: <ul style="list-style-type: none"> <li>1. work or services performed by or on behalf of the <u>Insured Entity</u> for others; and</li> <li>2. materials, parts, or equipment furnished in connection with such work or services.</li> </ul>
<b>Telecom Charges.</b>	Means amounts charged to the <u>Insured Entity</u> for telephone services by its telephone service provider.

<b>Telecom Fraud.</b>	Means the unauthorized access to, or use of, the <u>Insured Entity's</u> telephone system by a person or entity other than an <u>Insured Person</u> .
<b>Vendor.</b>	Means a person or entity that provides goods or services to the <u>Insured Entity</u> under an agreement.
<b>Virtual Currency.</b>	<ol style="list-style-type: none"> <li>Means a publicly available digital or electronic medium of exchange used and accepted as a means of payment.</li> <li>Does not include: <ol style="list-style-type: none"> <li>coupons;</li> <li>discounts;</li> <li>gift cards;</li> <li>rebates;</li> <li>reward points; or</li> <li>similar mediums of exchange.</li> </ol> </li> </ol>
<b>Virus.</b>	Means malicious code that could destroy, or change the integrity or performance of, electronic data, software, or operating systems.
<b>Wait Period.</b>	Means the Wait Period shown in the CyberRisk Declarations. It begins when a total or partial interruption to an <u>Insured Entity's</u> business operations is caused by a <u>First Party Event</u> . A separate Wait Period applies to each unrelated <u>First Party Event</u> .
<b>Wrongful Act.</b>	<ol style="list-style-type: none"> <li>Means any: <ol style="list-style-type: none"> <li><u>Media Act</u>;</li> <li><u>Privacy And Security Act</u>; or</li> <li><u>Technology Act</u>.</li> </ol> </li> <li>All <u>Wrongful Acts</u> that share a common: <ol style="list-style-type: none"> <li>nexus;</li> <li>set of facts;</li> <li>circumstance;</li> <li>situation;</li> <li>event; or</li> <li>decision,</li> </ol> are deemed a single <u>Wrongful Act</u> that occurred at the time the first such <u>Wrongful Act</u> occurred. </li> </ol>

## Exclusions

<b>Assumed Liability.</b>	<ol style="list-style-type: none"> <li>The Insurer will not pay <u>Loss</u> arising out of liability assumed by an <u>Insured</u>.</li> <li>This does not apply: <ol style="list-style-type: none"> <li>when the <u>Insured</u> would have been liable in the absence of such assumption of liability;</li> <li>to a <u>Claim for Payment Card Contract Penalties</u>;</li> <li>to <u>Privacy Breach Notification Costs</u>; or</li> <li>to any privacy or confidentiality obligation that the <u>Insured</u> has agreed to under a <u>Privacy Policy</u> or nondisclosure agreement.</li> </ol> </li> </ol>
<b>Bodily Injury.</b>	<ol style="list-style-type: none"> <li>The Insurer will not pay <u>Loss</u> for: <ol style="list-style-type: none"> <li>bodily injury;</li> <li>sickness;</li> <li>disease;</li> <li>death; or</li> </ol> </li> </ol>

	<ul style="list-style-type: none"> <li>e. loss of consortium.</li> </ul>
	<ul style="list-style-type: none"> <li>2. This does not apply to: <ul style="list-style-type: none"> <li>a. emotional distress;</li> <li>b. mental anguish;</li> <li>c. humiliation; or</li> <li>d. loss of reputation.</li> </ul> </li> </ul>
<b>Conduct.</b>	<ul style="list-style-type: none"> <li>1. The Insurer will not pay <u>Loss</u> arising out of an <u>Insured's</u>: <ul style="list-style-type: none"> <li>a. intentionally dishonest or fraudulent act or omission; or</li> <li>b. willful violation of law or regulation.</li> </ul> </li> <li>2. This does not apply to: <ul style="list-style-type: none"> <li>a. <u>Defense Costs</u>; or</li> <li>b. <u>Loss</u> other than <u>Defense Costs</u>, unless a final nonappealable adjudication in the underlying action establishes such conduct occurred.</li> </ul> </li> <li>3. In applying this exclusion, knowledge or conduct of an <u>Insured</u> will not be imputed to another <u>Insured</u>, except that knowledge or conduct of an <u>Executive Officer</u> will be imputed to the <u>Insured Entity</u>.</li> </ul>
<b>Cost Guarantees Or Estimates.</b>	<p>The Insurer will not pay <u>Loss</u> under the Technology Errors And Omissions Insuring Agreement arising out of:</p> <ul style="list-style-type: none"> <li>1. any cost guarantee or cost estimate being exceeded; or</li> <li>2. cost overruns.</li> </ul>
<b>Costs To Comply With Warranties Or For Recall, Removal, Or Withdrawal.</b>	<ul style="list-style-type: none"> <li>1. The Insurer will not pay costs or fees under The Technology Errors And Omissions Insuring Agreement: <ul style="list-style-type: none"> <li>a. to comply with any warranty for <u>Technology Products</u> or <u>Technology Services</u>;</li> <li>b. to repair, replace, upgrade, supplement, or otherwise improve <u>Technology Products</u> or <u>Technology Services</u>;</li> <li>c. to perform or complete <u>Technology Services</u>;</li> <li>d. for the recall, removal, or withdrawal of <u>Technology Products</u> or <u>Technology Services</u>: <ul style="list-style-type: none"> <li>i. from the market; or</li> <li>ii. from use by any person or organization; or</li> </ul> </li> <li>e. for the adjustment, inspection, or disposal of <u>Technology Products</u> or <u>Technology Services</u>.</li> </ul> </li> <li>2. This does not apply to loss of use of <u>Technology Products</u> or <u>Technology Services</u>.</li> </ul>
<b>Cyber Crime.</b>	<p>The Cyber Crime Insuring Agreements do not apply to:</p> <ul style="list-style-type: none"> <li>1. indirect or consequential loss;</li> <li>2. potential income, including interest and dividends, not realized by an <u>Insured</u> or <u>Client</u>;</li> <li>3. loss of confidential information;</li> <li>4. loss of intellectual property;</li> <li>5. loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, or other cards;</li> <li>6. loss resulting from a fraudulent instruction, if the sender or anyone acting in collusion with the sender, ever had authorized access to the <u>Insured's</u> password, PIN, or other security code;</li> <li>7. amounts the <u>Insured</u> incurs without a legal obligation to do so;</li> <li>8. loss resulting from forged, altered, or fraudulent negotiable instruments, securities, documents, or instructions used as source documentation to enter electronic data or send instructions, provided this does not apply to the Social Engineering Fraud Insuring Agreement;</li> </ul>

	<ol style="list-style-type: none"> <li>9. loss resulting from the failure of any party to perform under any contract; or</li> <li>10. loss due to any nonpayment of, or default upon, any loan, extension of credit, or similar promise to pay.</li> </ol>
<b>Employee Benefit Plans.</b>	<p>The Insurer will not pay <u>Loss</u> under the Technology Errors And Omissions Insuring Agreement arising out of any actual or proposed:</p> <ol style="list-style-type: none"> <li>1. welfare plan;</li> <li>2. pension plan;</li> <li>3. employee stock ownership plan; or</li> <li>4. any other benefit plan,</li> </ol> <p>sponsored by or on behalf of the <u>Insured</u> for the benefit of past, present, or future <u>Employees</u> or <u>Independent Contractors</u>.</p>
<b>Employment Practices Claims.</b>	<p>The Insurer will not pay <u>Loss</u> under the Technology Errors And Omissions Insuring Agreement arising out of employment-based discrimination, harassment, wrongful termination, or other employment practices related acts.</p>
<b>Government Action.</b>	<p>The Insurer will not pay <u>Loss</u> arising out of:</p> <ol style="list-style-type: none"> <li>1. seizure;</li> <li>2. confiscation;</li> <li>3. nationalization;</li> <li>4. requisition; or</li> <li>5. destruction of property,</li> </ol> <p>by or under the order of domestic or foreign government authority.</p>
<b>Government Demands.</b>	<ol style="list-style-type: none"> <li>1. The Insurer will not pay <u>Loss</u> under the Technology Errors And Omissions Insuring Agreement arising out of any <u>Regulatory Proceeding</u>.</li> <li>2. This does not apply to <u>Claims</u> brought by such domestic or foreign governmental entity in its capacity as a <u>Client</u>.</li> </ol>
<b>Infrastructure.</b>	<p>The Insurer will not pay <u>Loss</u> arising out of a total or partial interruption or failure of any:</p> <ol style="list-style-type: none"> <li>1. satellite;</li> <li>2. electrical or mechanical system;</li> <li>3. electric, gas, water, or other utility;</li> <li>4. cable, telecommunications, or Internet service provider; or</li> <li>5. other infrastructure,</li> </ol> <p>except when such is under the <u>Insured's</u> control.</p>
<b>Insured vs. Insured.</b>	<ol style="list-style-type: none"> <li>1. The Insurer will not pay <u>Loss</u> for a <u>Claim</u> brought by or on behalf of: <ol style="list-style-type: none"> <li>a. an <u>Insured</u>; or</li> <li>b. an entity that, at the time the <u>Wrongful Act</u> occurs, or the date the <u>Claim</u> is made: <ol style="list-style-type: none"> <li>i. is owned, operated, or controlled by any <u>Insured</u>; or</li> <li>ii. owns, operates, or controls any <u>Insured</u>.</li> </ol> </li> </ol> </li> <li>2. This does not apply to a <u>Claim</u>: <ol style="list-style-type: none"> <li>a. by an <u>Insured Person</u> for contribution or indemnity, if resulting from another covered <u>Claim</u>; or</li> <li>b. by or on behalf of an <u>Insured Person</u> or <u>Additional Insured</u> who did not commit or participate in the <u>Wrongful Act</u>.</li> </ol> </li> </ol>

<b>Intellectual Property.</b>	<ol style="list-style-type: none"> <li>1. The Insurer will not pay <u>Loss</u> arising out of an <u>Insured's</u> misappropriation, infringement, or violation of: <ol style="list-style-type: none"> <li>a. copyrighted software; except under the Technology Errors And Omissions Insuring Agreement;</li> <li>b. patent rights or laws; or</li> <li>c. trade secret rights or laws.</li> </ol> </li> <li>2. The Insurer will not pay <u>Loss</u> under the Technology Errors And Omissions Insuring Agreement arising out of: <ol style="list-style-type: none"> <li>a. misappropriation, infringement, or violation of: <ol style="list-style-type: none"> <li>i. title;</li> <li>ii. slogan;</li> <li>iii. trademark;</li> <li>iv. trade dress;</li> <li>v. service mark;</li> <li>vi. domain name;</li> <li>vii. logo; or</li> <li>viii. service name, rights or laws; or</li> </ol> </li> <li>b. any other violation of intellectual property rights or laws, other than copyrighted software rights or laws.</li> </ol> </li> </ol>
<b>Labor Disputes.</b>	The Insurer will not pay <u>Loss</u> under the Business Loss Insuring Agreements arising out of labor disputes.
<b>Licensing And Royalties.</b>	The Insurer will not pay <u>Loss</u> arising out of any obligation to pay licensing fees or royalties.
<b>Ownership Rights.</b>	The Insurer will not pay <u>Loss</u> for a <u>Claim</u> by, or on behalf of, an independent contractor, joint venturer, or venture partner arising out of disputes over ownership rights in <u>Covered Material</u> .
<b>Personal Injury.</b>	<p>The Insurer will not pay <u>Loss</u> under the Technology Errors And Omissions Insuring Agreement arising out of:</p> <ol style="list-style-type: none"> <li>1. a violation of an individual's right of privacy or publicity;</li> <li>2. defamation, libel, slander, trade libel, or other tort related to disparagement or harm to the reputation or character of any person or entity;</li> <li>3. false arrest, detention, or imprisonment;</li> <li>4. malicious prosecution; or</li> <li>5. wrongful eviction, wrongful entry, or invasion of the right of private occupancy.</li> </ol>
<b>Physical Peril.</b>	<p>The Insurer will not pay <u>Loss</u> arising out of:</p> <ol style="list-style-type: none"> <li>1. fire, smoke, or explosion;</li> <li>2. lightning, wind, rain, or hail;</li> <li>3. surface water, waves, flood, or overflow of any body of water;</li> <li>4. earthquake, earth movement, or earth sinking;</li> <li>5. mudslide, landslide, erosion, or volcanic eruption;</li> <li>6. collapse, wear and tear, rust, corrosion, or deterioration;</li> <li>7. magnetic or electromagnetic fields;</li> <li>8. extremes of temperature or humidity; or</li> <li>9. any similar physical event or peril.</li> </ol>
<b>Pollution.</b>	<p>The Insurer will not pay <u>Loss</u> arising out of:</p> <ol style="list-style-type: none"> <li>1. the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of a <u>Pollutant</u>;</li> </ol>

	<ol style="list-style-type: none"> <li>a request, demand, order, or statutory, or regulatory requirement that an <u>Insured</u> or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess, the effects of, a <u>Pollutant</u>; or</li> <li>testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of, a <u>Pollutant</u>.</li> </ol>
<b>Prior Acts.</b>	The Insurer will not pay <u>Loss</u> arising out of a <u>Wrongful Act</u> that occurs prior to any applicable Retro Date shown in the CyberRisk Declarations.
<b>Prior Matters.</b>	<p>The Insurer will not pay <u>Loss</u> arising out of any fact, circumstance, situation, event, or <u>Wrongful Act</u>:</p> <ol style="list-style-type: none"> <li>that is, or reasonably would be regarded as, the basis for a <u>Claim</u> under the Liability Insuring Agreements about which any <u>Executive Officer</u> had knowledge prior to the Knowledge Date shown in the CyberRisk Declarations;</li> <li>that, prior to the Inception date shown in the Declarations, was the subject of any notice of claim, or circumstance, given by or on behalf of any <u>Insured</u> and accepted under any policy of insurance that this Coverage directly renews, replaces, or succeeds in time; or</li> <li>previously alleged in a civil, criminal, administrative, or regulatory proceeding against any <u>Insured</u> prior to the P&amp;P Date shown in the CyberRisk Declarations.</li> </ol>
<b>Professional Services.</b>	<p>The Insurer will not pay <u>Loss</u> under the Technology Errors And Omissions Insuring Agreement arising out of providing, or failing to provide, any:</p> <ol style="list-style-type: none"> <li>professional services as: <ol style="list-style-type: none"> <li>an accountant;</li> <li>an architect or surveyor;</li> <li>a lawyer;</li> <li>an insurance agent, broker, company, consultant, or representative;</li> <li>a real estate agent or broker; or</li> <li>a civil or structural engineer, or</li> </ol> </li> <li>medical, surgical, dental, laboratory, x-ray, or nursing service, treatment, advice, or instruction.</li> </ol>
<b>Property Damage.</b>	<ol style="list-style-type: none"> <li>The Insurer will not pay <u>Loss</u> under the Liability or Breach Response Insuring Agreements for the: <ol style="list-style-type: none"> <li>damage to;</li> <li>destruction of;</li> <li>loss of; or</li> <li>loss of use of,</li> </ol> any tangible property. </li> <li>The Insurer will not pay <u>Loss</u> under the Cyber Crime or Business Loss Insuring Agreements arising out of the: <ol style="list-style-type: none"> <li>damage to;</li> <li>destruction of;</li> <li>loss of; or</li> <li>loss of use of,</li> </ol> any tangible property, other than loss of <u>Other Property</u> covered under the Computer Fraud Insuring Agreement. </li> </ol>
<b>Securities Laws.</b>	<p>The Insurer will not pay <u>Loss</u> arising out of:</p> <ol style="list-style-type: none"> <li>a violation of a securities law or regulation; or</li> <li>except under the Cyber Crime Insuring Agreements: <ol style="list-style-type: none"> <li>the ownership of;</li> <li>the sale or purchase of; or</li> </ol> </li> </ol>

	c. the offer to sell or purchase, stock or other securities.
<b>Unlawful Collection.</b>	<ol style="list-style-type: none"> <li>1. The Insurer will not pay <u>Loss</u> arising out of the collection of <u>Confidential Information</u> in violation of law.</li> <li>2. This does not apply to <u>Defense Costs</u>.</li> </ol>
<b>Unsolicited Communications.</b>	<ol style="list-style-type: none"> <li>1. The Insurer will not pay <u>Loss</u> arising out of a violation of a law that restricts or prohibits unsolicited communications.</li> <li>2. This does not apply to a <u>Security Breach</u> under the Breach Response Insuring Agreements.</li> </ol>
<b>Violation Of Consumer Protection Laws.</b>	<p>The Insurer will not pay <u>Loss</u> under the Technology Errors And Omissions Insuring Agreement arising out of any actual or alleged:</p> <ol style="list-style-type: none"> <li>1. unfair or deceptive trade practice;</li> <li>2. unfair competition; or</li> <li>3. actual or alleged violation of any other consumer protection law, committed by or on behalf of an <u>Insured</u>.</li> </ol>
<b>War.</b>	<ol style="list-style-type: none"> <li>1. The Insurer will not pay <u>Loss</u> arising out of: <ol style="list-style-type: none"> <li>a. war, including undeclared or civil war;</li> <li>b. warlike action, including action in hindering or defending against an actual or expected attack, by any government, military force, sovereign, or other authority using military personnel or other agents; or</li> <li>c. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.</li> </ol> </li> <li>2. This does not apply to an actual or threatened attack against a <u>Computer System</u> with intent to cause harm, or further social, ideological, religious, political, or similar objectives, except when in support of 1a through 1c.</li> </ol>

## Limits And Retentions

<b>Limits Of Insurance.</b>	<ol style="list-style-type: none"> <li>1. The most the Insurer will pay for all <u>Loss</u> is the CyberRisk Aggregate Limit shown in the CyberRisk Declarations.</li> <li>2. The most the Insurer will pay for all <u>Loss</u> under an Insuring Agreement is the applicable Limit for such Insuring Agreement shown in the CyberRisk Declarations; but: <ol style="list-style-type: none"> <li>a. The most the Insurer will pay for all <u>Payment Card Contract Penalties</u> is the Payment Card Costs Limit shown in the CyberRisk Declarations, which is within and will reduce the Privacy And Security Limit.</li> <li>b. The most the Insurer will pay for all <u>Business Interruption Loss</u> that results from a <u>System Failure</u> is the System Failure Limit shown in the CyberRisk Declarations, which is within and will reduce the Business Interruption Limit.</li> <li>c. Payment of <u>Loss</u> under the Dependent Business Interruption Insuring Agreement and Reputation Harm Insuring Agreement is within and will reduce, the remaining Business Interruption Limit.</li> <li>d. The most the Insurer will pay for all <u>Accounting Costs</u> is the Accounting Costs Limit shown in the CyberRisk Declarations, which is within and will reduce the Limit for the applicable Business Loss Insuring Agreement.</li> <li>e. If a Betterment Coparticipation percentage is shown in the CyberRisk Declarations, such percentage of <u>Betterment Costs</u> will be paid by the <u>Insured</u>. The Insurer will pay the remaining <u>Betterment Costs</u>, up to the Betterment Limit shown in the CyberRisk Declarations.</li> </ol> </li> </ol>
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| Retention. | <ol style="list-style-type: none"> <li>3. The most the Insurer will pay for all <u>Loss</u> with respect to an <u>Additional Insured</u> is the limit agreed to in the agreement between such <u>Additional Insured</u> and the <u>Insured Entity</u>, or the applicable Limit shown in the CyberRisk Declarations, whichever is less.</li> <li>4. If the CyberRisk Declarations indicates that a Shared Limit applies, the most the Insurer will pay under all Shared Coverages is the Shared Limit shown in the Shared Limit Declarations.</li> <li>5. Once the CyberRisk Aggregate Limit or Shared Limit is exhausted, the premium is fully earned, and all obligations of the Insurer, including any duty to defend, will cease.</li> </ol> <ol style="list-style-type: none"> <li>1. The Insurer will only pay <u>Loss</u> once the applicable Retention shown in the CyberRisk Declarations has been paid by the <u>Insured</u>.</li> <li>2. Except for the Betterment Insuring Agreement, if multiple Retentions apply to: <ol style="list-style-type: none"> <li>a. a <u>Claim</u>;</li> <li>b. a <u>First Party Event</u>; or</li> <li>c. <u>Claims</u> and <u>First Party Events</u> that share a common nexus, set of facts, circumstance, situation, event, or decision,</li> </ol> the <u>Insured</u> will not pay more than the amount of the largest applicable Retention.</li> <li>3. The <u>Insured Person</u> is deemed indemnified by the <u>Insured Entity</u> to the extent permitted or required by law, written agreement, or the by-laws of the <u>Insured Entity</u>. For the Liability Insuring Agreements, no Retention will apply to an <u>Insured Person</u> if indemnification by the <u>Insured Entity</u> is: <ol style="list-style-type: none"> <li>a. not permitted by law; or</li> <li>b. not possible due to the financial insolvency of such <u>Insured Entity</u>.</li> </ol> </li> <li>4. The Insurer may pay any amount of Retention. In such event, the <u>Insured</u> agrees to repay the Insurer such amounts.</li> </ol> |
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## Other Conditions

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| Allocation.                  | <ol style="list-style-type: none"> <li>1. Subject to Other Conditions, Settlement, if an <u>Insured</u> incurs: <ol style="list-style-type: none"> <li>a. <u>Loss</u> jointly with others who are not covered for a <u>Claim</u>; or</li> <li>b. <u>Loss</u> covered and loss not covered by this Coverage because a <u>Claim</u> includes both covered and uncovered matters,</li> </ol> then the <u>Insured</u> and the Insurer will use their best efforts to allocate such amount between covered <u>Loss</u> and uncovered loss based upon the relative legal and financial exposures of the parties to covered and uncovered matters.</li> <li>2. If the CyberRisk Declarations shows that the Insurer has the duty to defend <u>Claims</u>, all <u>Defense Costs</u> will be allocated to covered <u>Loss</u>.</li> </ol>  |
| Cancellation And Nonrenewal. | <ol style="list-style-type: none"> <li>1. The Insurer will cancel this Coverage only if premium is not paid when due. If nonpayment occurs, the Insurer will give at least 20 days written notice of cancellation to the Named Insured. Unless payment is received when due, this Coverage will be canceled.</li> <li>2. The Named Insured may cancel any part of this Coverage by giving advanced written notice to the Insurer, stating when such cancellation will be effective.</li> <li>3. If any part of this Coverage is canceled, the Insurer will refund the unearned premium on a pro rata basis.</li> <li>4. The Insurer is not required to renew this Coverage upon its expiration. If the Insurer elects not to renew, it will provide the Named Insured written notice to that effect at least 60 days before the Expiration date shown in the Declarations.</li> </ol> |
| Change Of Structure.         | <ol style="list-style-type: none"> <li>1. Under the Liability and Breach Response Insuring Agreements, if a <u>Change Of Control</u> occurs during the <u>Policy Period</u>, the coverage will continue for the <u>Run-Off Period</u>.</li> <li>2. Coverage during the <u>Run-Off Period</u> is only for <u>Wrongful Acts</u> or <u>First Party Events</u> occurring before such <u>Change Of Control</u>.</li> </ol>   |



	<ol style="list-style-type: none"> <li>3. Under the Cyber Crime and Business Loss Insuring Agreements, if an entity ceases to be an <u>Insured Entity</u> during the <u>Policy Period</u>, <u>First Party Loss</u> is only covered if: <ol style="list-style-type: none"> <li>a. such <u>First Party Loss</u> is sustained; and</li> <li>b. the applicable <u>First Party Event</u> is <u>Discovered</u>, prior to the time such entity ceased to be an <u>Insured Entity</u>.</li> </ol> </li> <li>4. The Named Insured may request to extend the time of the <u>Run-Off Period</u>.</li> </ol>
Claim Defense.	<ol style="list-style-type: none"> <li>1. If the CyberRisk Declarations shows that the Insurer has the duty to defend <u>Claims</u>, the Insurer: <ol style="list-style-type: none"> <li>a. has the right and duty to defend covered <u>Claims</u>, even if groundless or false;</li> <li>b. has the right to select defense counsel for such <u>Claims</u>; and</li> <li>c. has no duty to defend, or to continue to defend, <u>Claims</u> after the applicable Limit has been exhausted.</li> </ol> </li> <li>2. If the CyberRisk Declarations shows that the Insurer does not have the duty to defend <u>Claims</u>: <ol style="list-style-type: none"> <li>a. the <u>Insured</u> has the duty to defend <u>Claims</u>;</li> <li>b. the Insurer has the right to participate in the selection of defense counsel;</li> <li>c. the Insurer has the right to participate in the investigation, defense, and settlement of such <u>Claims</u>;</li> <li>d. subject to the applicable Limit, the Insurer will reimburse the <u>Insured</u> for <u>Defense Costs</u>;</li> <li>e. upon written request, the Insurer will advance <u>Defense Costs</u>; and</li> <li>f. advanced <u>Defense Costs</u> will be repaid to the Insurer to the extent that the <u>Insured</u> is not entitled to such payment.</li> </ol> </li> <li>3. With respect to a <u>Claim</u>, the <u>Insured</u> will not, without the Insurer's prior written consent: <ol style="list-style-type: none"> <li>a. make an offer to settle, or settle, a <u>Claim</u>;</li> <li>b. admit liability; or</li> <li>c. except at the <u>Insured's</u> own cost, make a voluntary payment, pay or incur <u>Defense Costs</u> or other expense, or assume any obligation.</li> </ol> </li> </ol>
Cyber Crime And Business Loss Change.	<p>The Cyber Crime and Business Loss Insuring Agreements will end upon:</p> <ol style="list-style-type: none"> <li>1. a <u>Change Of Control</u>; or</li> <li>2. the voluntary liquidation or dissolution of the Named Insured.</li> </ol>
ERP – Automatic.	<ol style="list-style-type: none"> <li>1. The <u>Automatic ERP</u> applies without additional premium.</li> <li>2. <u>Claims</u> resulting from <u>Wrongful Acts</u> that occur prior to cancellation or nonrenewal can be made and reported to the Insurer during the <u>Automatic ERP</u>. Such <u>Claim</u> is deemed reported on the last day of the <u>Policy Period</u>.</li> <li>3. The most the Insurer will pay for <u>Loss</u> resulting from <u>Claims</u> reported during the <u>Automatic ERP</u> is the remaining portion of the applicable Limit shown in the CyberRisk Declarations as of the effective date of cancellation or nonrenewal.</li> </ol>
ERP – Optional.	<ol style="list-style-type: none"> <li>1. The Named Insured may elect to purchase an <u>Optional ERP</u> shown in the CyberRisk Declarations for any reason other than nonpayment of premium. The <u>Optional ERP</u> will only take effect if: <ol style="list-style-type: none"> <li>a. the Insurer receives written notice of such election no later than 90 days after cancellation or nonrenewal; and</li> <li>b. the additional premium for the <u>Optional ERP</u> is paid when due.</li> </ol> </li> <li>2. <u>Claims</u> or <u>Potential Claims</u> resulting from <u>Wrongful Acts</u> that occur prior to cancellation or nonrenewal can be made and reported to the Insurer during the <u>Optional ERP</u>. Such <u>Claim</u> or <u>Potential Claim</u> is deemed reported on the last day of the <u>Policy Period</u>.</li> <li>3. For the Privacy Breach Notification, Computer And Legal Experts, and Public Relations Insuring Agreements, <u>First Party Loss</u> that results from a <u>First Party Event</u> occurring prior to cancellation or nonrenewal can be <u>Discovered</u> during the <u>Optional ERP</u>. Such <u>First Party Event</u> is deemed <u>Discovered</u> on the last day of the <u>Policy Period</u>.</li> </ol>

	<ol style="list-style-type: none"> <li>The premium due for the <u>Optional ERP</u> is shown in the CyberRisk Declarations. Such premium is fully earned at the start of the <u>Optional ERP</u>.</li> <li>The most the Insurer will pay for <u>Loss</u> resulting from <u>Claims</u> made, or <u>First Party Events Discovered</u>, during the <u>Optional ERP</u> is the remaining portion of the applicable Limit shown in the CyberRisk Declarations as of the effective date of cancelation or nonrenewal.</li> <li>When the <u>Optional ERP</u> applies, it replaces the <u>Automatic ERP</u> and the Extended Discovery Period for the Privacy Breach Notification, Computer And Legal Experts, and Public Relations Insuring Agreements.</li> </ol>
<b>Extended Discovery Period.</b>	<ol style="list-style-type: none"> <li>For the <u>First Party Insuring Agreements</u>, the <u>Insured</u> has an extended period of time to <u>Discover</u> a <u>First Party Loss</u> arising out of a <u>First Party Event</u> that occurred prior to the effective date of cancelation. Such <u>First Party Event</u> will be deemed <u>Discovered</u> on the last day of the <u>Policy Period</u>. This period begins on the effective date such First Party Insuring Agreement is canceled. It ends on the earlier of: <ol style="list-style-type: none"> <li>90 days; or</li> <li>the effective date of similar coverage purchased by the <u>Insured</u>, even if such insurance does not provide coverage for loss sustained prior to its effective date.</li> </ol> </li> <li>When <u>Optional ERP</u> is purchased, it replaces the Extended Discovery Period for the Privacy Breach Notification, Computer And Legal Experts, and Public Relations Insuring Agreements.</li> </ol>
<b>Income Loss Appraisal.</b>	<p>If, after submission of the Proof of Loss, the Insurer and <u>Insured</u> do not agree on the amount of <u>Income Loss</u>, each party will select an appraiser. If the appraisers do not agree, they will select an umpire. Each appraiser will submit the amount of <u>Income Loss</u> to the umpire. Agreement by the umpire and at least one of the appraisers as to the amount of <u>Income Loss</u> is binding.</p> <p>Each party will:</p> <ol style="list-style-type: none"> <li>pay its own appraiser, except when covered as <u>Accounting Costs</u>, and</li> <li>share the fees and costs of the umpire equally.</li> </ol>
<b>Notice Of Claim.</b>	<ol style="list-style-type: none"> <li>If an <u>Insured</u> gives the Insurer written notice of a <u>Potential Claim</u> during the <u>Policy Period</u>, or any extended reporting period, then a <u>Claim</u> subsequently arising from such <u>Potential Claim</u> will be deemed made on the last day of the <u>Policy Period</u>. Such notice must include a description of the anticipated allegations of <u>Wrongful Acts</u>, potential damages, and the names of potential claimants and <u>Insureds</u> involved.</li> <li>Once an <u>Executive Officer</u> becomes aware that a <u>Claim</u> has been made, the <u>Insured</u> must give the Insurer written notice of such <u>Claim</u> as soon as practicable. If such <u>Claim</u> involves facts that are subject to a court order or law enforcement hold, the <u>Insured</u> must give the Insurer written notice of such <u>Claim</u> as soon as practicable once such order or hold is not in effect. Such notice must include a copy of the <u>Claim</u> or description of its particulars.</li> <li>All notices under this section must be sent to the Insurer at an address shown in the Declarations.</li> </ol>
<b>Notice Of First Party Event.</b>	<ol style="list-style-type: none"> <li>Upon the <u>Discovery</u> of a <u>First Party Event</u>, the <u>Insured</u> must give the Insurer written notice of the particulars of such event, as soon as practicable.</li> <li>If such <u>First Party Event</u> causes <u>First Party Loss</u> under the Cyber Crime or Business Loss Insuring Agreements in an amount more than 25% of the applicable Retention, the <u>Insured</u> must: <ol style="list-style-type: none"> <li>give the Insurer a detailed, sworn Proof of Loss within 120 days;</li> <li>submit to an examination Under Oath, and give the Insurer a signed statement of the <u>Insured's</u> answers; and</li> <li>notify law enforcement, if such <u>First Party Event</u> violates law.</li> </ol> </li> <li>Demands for payment of <u>First Party Loss</u> must be provided to the Insurer by the <u>Insured Entity</u>.</li> <li>All notices and demands must be sent to the Insurer at an address shown in the Declarations.</li> </ol>

- Other Insurance.**
1. The Breach Response and Business Loss Insuring Agreements are primary insurance.
  2. The Liability and Cyber Crime Insuring Agreements are excess over, and will not contribute with, any other valid and collectible insurance available to the Insured. This applies even if such other insurance is stated to be primary, excess, or otherwise, unless such other insurance states by specific reference that it is excess over this Coverage.

- Property Covered.**
- Coverage under the Cyber Crime Insuring Agreements is limited to property:
1. the Insured Entity:
    - a. owns;
    - b. leases; or
    - c. holds for others; or
  2. for which the Insured Entity is legally liable, except property located inside premises of the Insured Entity's client or such client's financial institution.

- \* **Recovery And Subrogation.**
1. The Insurer has no duty to recover amounts paid under this Coverage.
  2. Amounts recovered from a third party, less costs incurred in obtaining such recovery, will be applied in this order:
    - a. to the Insurer for any Retention it paid on behalf of an Insured;
    - b. to the Insured for Loss the Insurer did not pay because the applicable Limit was exhausted;
    - c. to the Insurer for Loss it paid;
    - d. to the Insured for any Retention it paid; and then
    - e. to the Insured for any uncovered loss it paid.
  3. Recoveries do not include amounts from insurance or reinsurance.
  4. The Insurer is subrogated to, and the Insured must transfer to the Insurer, all of the Insured's rights of recovery against any person or organization for Loss the Insurer has paid under this Coverage. The Insured agrees to:
    - a. execute and deliver instruments and papers;
    - b. do everything necessary to secure such rights; and
    - c. do nothing to impair or prejudice those rights.
  5. Subrogation will not apply if the Insured, prior to the date of a Wrongful Act or a First Party Event, waived its rights to recovery.
  6. Any of the Insured Entity's property that the Insurer pays for becomes the Insurer's property.

- Related Claims.**
- Multiple Claims arising out of the same Wrongful Act are a single Claim that is deemed first made on the date the earliest of such Claims is made, whether before or during the Policy Period.

- Representations.**
1. The Insurer has issued this coverage in reliance on the accuracy and completeness of the representations that the Insured made to the Insurer.
  2. If any such representation is untrue, and:
    - a. was material to the acceptance of the risk; and
    - b. is material to a covered Loss,
 then this coverage will not apply to such Loss with respect to:
    - i. an Insured Person who knew; or
    - ii. an Insured Entity, if an Executive Officer knew,
 that such representation was untrue on the Inception date shown in the Declarations.

- Settlement.**
- The Insurer may, with the written consent of the Insured, settle a Claim. If the Insurer and claimant agree to settle a Claim but the Insured withholds its consent, the Insured will be responsible for 20% of all:
1. Defense Costs incurred after the date the Insured withheld its consent; and
  2. Loss, other than Defense Costs, in excess of such settlement offer.

<b>Subsidiaries.</b>	<p>If a <u>Subsidiary</u> is acquired or created by an <u>Insured Entity</u> during the <u>Policy Period</u>, and its revenues are:</p> <ol style="list-style-type: none"> <li>less than 35% of the total annual revenues of such <u>Insured Entity</u>, then it will be covered for <u>Wrongful Acts</u> or <u>First Party Events</u> that occur after its acquisition or creation; or</li> <li>are at least 35% of the total annual revenues of such <u>Insured Entity</u>, then it will be covered for: <ol style="list-style-type: none"> <li><u>Wrongful Acts</u> that occur after its acquisition or creation, for <u>Claims</u> made; or</li> <li><u>First Party Events</u> that occur after its acquisition or creation and that are <u>Discovered</u> and reported, within 90 days of its acquisition or creation, or the end of the <u>Policy Period</u>, whichever is earlier. Additional coverage may be negotiated at the time of acquisition or creation.</li> </ol> </li> </ol>
<b>Suits Against The Insurer – Cyber Crime.</b>	<p>The <u>Insured Entity</u> may not bring any legal action against the Insurer involving a <u>First Party Event</u> covered under the Cyber Crime Insuring Agreements:</p> <ol style="list-style-type: none"> <li>until 60 days after the <u>Insured Entity</u> has filed Proof of Loss; and</li> <li>unless such legal action is commenced within two years from the date the <u>Insured Entity</u> <u>Discovers</u> the <u>First Party Event</u>.</li> </ol>
<b>Valuation Under First Party Insuring Agreements.</b>	<ol style="list-style-type: none"> <li><u>Money</u>, except <u>Virtual Currency</u>, is valued in the U.S. dollar equivalent determined at the rate of exchange published by <u>The Wall Street Journal</u>: <ol style="list-style-type: none"> <li>for the Cyber Crime Insuring Agreements, on the date the <u>First Party Event</u> was <u>Discovered</u>; and</li> <li>for the Breach Response and Business Loss Insuring Agreements, on the date of payment of <u>First Party Loss</u>.</li> </ol> </li> <li><u>Securities</u> are valued at market value as of the close of business on the date the <u>First Party Event</u> was <u>Discovered</u>; and at its discretion, the Insurer will: <ol style="list-style-type: none"> <li>pay the <u>Insured Entity</u> such value;</li> <li>replace such <u>Securities</u> in kind, in which case the <u>Insured Entity</u> must assign to the Insurer all rights, title, and interest in such <u>Securities</u>; or</li> <li>pay the cost of a Lost Securities Bond required when issuing duplicates of the <u>Securities</u>. Such Lost Securities Bond will have a penalty no more than the value of the <u>Securities</u> at the close of business on the date the <u>First Party Event</u> was <u>Discovered</u>.</li> </ol> </li> <li><u>Virtual Currency</u> is valued in the U.S. dollar equivalent determined at the rate of exchange: <ol style="list-style-type: none"> <li>for the Cyber Crime Insuring Agreements, on the date the <u>First Party Event</u> was <u>Discovered</u>; and</li> <li>for the Breach Response and Business Loss Insuring Agreements, on the date of payment of <u>First Party Loss</u>.</li> </ol> </li> <li><u>Other Property</u> is valued for the lesser of: <ol style="list-style-type: none"> <li>the actual cash value of the <u>Other Property</u> on the date the <u>First Party Event</u> was <u>Discovered</u>; or</li> <li>the cost to replace <u>Other Property</u> with comparable property, but only after such property is actually replaced.</li> </ol> </li> </ol>

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <b>A. BROAD FORM NAMED INSURED</b>                                  | <b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b>  |
| <b>B. BLANKET ADDITIONAL INSURED</b>                                | <b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |
| <b>C. EMPLOYEE HIRED AUTO</b>                                       | <b>J. PERSONAL PROPERTY</b>   |
| <b>D. EMPLOYEES AS INSURED</b>                                      | <b>K. AIRBAGS</b>   |
| <b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                 | <b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b>                    |
| <b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>                               |
| <b>G. WAIVER OF DEDUCTIBLE – GLASS</b>                              | <b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b>                           |

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**D. EMPLOYEES AS INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

##### Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
  - b. The airbags are not covered under any warranty; and
  - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

#### L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

#### M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

##### 5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

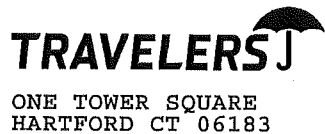


such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00) - 001**

**POLICY NUMBER: UB-2H868694-24-I5-G**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS  
WAIVER.**