State of Nebraska

REQUEST FOR PROPOSAL FOR SUBAWARD FORM

RETURN TO:
Nebraska Energy Office
P.O. Box 95085
521 South 14th Street, Suite 300
Lincoln, NE 68509-5085
Phone: (402) 471-3682
Fax: (402) 471-3064

SOLICITATION NUMBER	RELEASE DATE
RFP 2015WN	**March 25, 2015**
OPENING DATE AND TIME	PROCUREMENT CONTACT
April 15, 2015 2:00 p.m. Central Time	**Thomas Tabor**

This form is part of the specification package and must be signed in ink and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska Energy Office, , is issuing this Request for Proposal, RFP Number 2015WN for the purpose of selecting a qualified Subrecipient to provide service and administration for the Weatherization Assistance Program (WAP) in the western region of Nebraska that encompasses the counties of Banner, Cheyenne, Deuel, Garden, Kimball, Morrill, and Scotts Bluff Counties.

Written questions are due no later than April 3, 2015, and should be submitted via internet at www.neo.ne.gov/wx/q&a.htm. Written questions may also be sent by facsimile to 402-471-3064.

Bidder should submit one (1) original of the entire proposal. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in the Nebraska Energy Office by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR SUBAWARD" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: www.neo.ne.gov/wx/q&a.htm and http://das.nebraska.gov/materiel/purchasing/
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the subrecipient's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final subaward.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

Subrecipient hereby grants permission to the State of Nebraska and/or its agencies to reprint or republish any and all copyrighted documents related to Subrecipient's response to this Request for Proposal, and any and all figures, illustrations, photographs, charts, and other supplementary material on a website accessible by the public pursuant to Neb. Rev. Stat. §84-602.02. This waiver does not apply to proprietary information properly submitted in a separate sealed, package clearly marked "Proprietary."

Subrecipient represents and warrants that the contents of this response to Request for Proposal and all figures, illustrations, photographs, charts, and other supplementary material herein are original and do not libel anyone or infringe upon any patent, copyright, proprietary right, or any other right whatsoever of any other party. Subrecipient represents and warrants that Subrecipient has full power and authority to execute this Copyright Release and to grant the State of Nebraska and/or its agencies the right granted herein.

Subrecipient agrees to indemnify, defend, and hold harmless the State of Nebraska and/or its agencies against any and all claims, suits, and/or judgments, including costs, expenses, damages, and reasonable legal fees based upon and arising from Subrecipient's violation of the rights of others and/or by reason of a breach of any of the foregoing warranties.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Subaward form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat §73-603 DAS is required to collect statistical information regarding the number of subawards awarded to Nebraska subrecipients. This information is for statistical purposes only and will not be considered for subaward purposes.

_____ **NEBRASKA SUBRECIPIENT AFFIDAVIT**: Bidder hereby attests that bidder is a Nebraska Subrecipient. "Nebraska Subrecipient" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

_____ I hereby certify that I am a **Resident disabled veteran or business located in a designated enterprise zone** in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this subaward.

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

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GLOSSARY OF TERMS

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

Addendum: Something to be added or deleted to an existing document; a supplement.

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

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 document.

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

ARO: After Receipt of Order

Best and Final Offer (BAFO): In a competitive bid, the final offer submitted which contains the bidder's (subrecipient's) most favorable terms for price.

Bid/Proposal: The offer submitted by a bidder in a response to written solicitation.

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

Bidder: A potential subrecipient who submits an offer bid in response to a written solicitation.

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

Business Day: Any weekday, except State-recognized holidays.

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

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

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

Commodities: Any equipment, material, supply or goods; 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.

Contractor or Second Tier Award Agreement Entity: An entity that the subrecipient contracts with to perform a portion of the subaward agreement.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

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.

CPU: Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

Default: The omission or failure to perform a subaward or subrecipient duty.

Deviation: Any proposed change(s) or alteration(s) to the terms and conditions, duties or requirements within the scope of the written solicitation or subaward.

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

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

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

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Grantee: The State of Nebraska, the Department of Health and Human Services

Installation Date: The date when the procedures described in "Installation by Subrecipient", and "Installation by State", as found in the RFP or subaward are completed.

Late Bid/Proposal: An offer received after the Opening Date and Time.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Subrecipient to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal proposals.

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

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

Pre-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Product: Something that is distributed commercially for use or consumption and that 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.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the subaward for use by the State.

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 subaward.

Proposal: See Bid/Proposal.

Proprietary Information: Proprietary information is defined as 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 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.

Protest/Grievance: A complaint about a governmental action or decision related to an Invitation to Bid or resultant subaward, brought by a bidder who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Subrecipient.

Release Date: The date of public release of the written solicitation to seek offers

Renewal Period: Optional subaward periods subsequent to the original Subaward Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

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

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

Responsive Bidder: A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

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

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the subrecipient selected is clearly and justifiably the only practical source to provide the service. Determination that the subrecipient selected us justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

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

Subaward: The provision of grant funds by a grant recipient to a subrecipient in exchange for work performed by the subrecipient to carry out the purpose of the grant.

Subaward Administration: The management of the subaward which includes and is not limited to subaward signing, subaward amendments and any necessary legal actions.

Subaward Agreement: A written agreement by which a grant recipient provides grants funds to a

subrecipient in exchange for work performed by the subrecipient to carry out the purpose of the grant.

Subaward Period: The duration of the subaward.

Subrecipient: 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.

Subrecipient Monitoring: The process by which a grant recipient monitors the activities of a grant subrecipient to ensure that grant funds are being used for authorized purposes, and that objectives of the grant are being achieved.

Subrecipient Performance Report: A report issued to the subrecipient by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, subaward, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the subrecipient regarding any such report. The subrecipient performance report will become a part of the permanent record for the subrecipient. The State may require subrecipient to cure. Two such reports may be cause for immediate termination.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the subrecipient as functioning or being capable of functioning, as an entity.

Termination: Occurs when either party, pursuant to a power created by agreement or law, puts an end to the subaward 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.

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 subrecipient to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product of service.

Will: See Shall/Will/Must.

Work Day: See Business Day.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska Energy Office, is issuing this Request for Proposal, RFP Number 2015WN for the purpose of selecting a qualified subrecipient to provide service and administration for the Weatherization Assistance Program (WAP) in the western region of Nebraska that encompasses the counties of Banner, Cheyenne, Deuel, Garden, Kimball, Morrill, and Scotts Bluff Counties.
A subaward resulting from this Request for Proposal will be issued approximately for a period of one (1) year effective the date of the award. The subaward has the option to be renewed for five (5) additional one (1) year periods as mutually agreed upon by all parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT**:** http://das.nebraska.gov/materiel/purchasing/

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change

	ACTIVITY	DATE/TIME
1.	Release Request for Proposal	March 25, 2015
2.	Last day to submit written questions	April 3, 2015
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: www.neo.ne.gov/wx/q&a.htm and/or http://das.nebraska.gov/materiel/purchasing/	April 10,2015
4.	Proposal opening Location: Nebraska Energy Office 521 South 14th Street, Suite 300 Lincoln, NE 68509-5085	April 15, 2015 2:00 pm Central Time
5.	Review for conformance of mandatory requirements	April 22, 2015
6.	Evaluation period	April 27, 2015 to April 30, 2015
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Letter of Intent to Subaward" to Internet at: www.neo.ne.gov/wx/q&a.htm and/or http://das.nebraska.gov/materiel/purchasing/	May 6, 2015
9.	Subaward finalization period	May 6, 2015 to May 15, 2015
10.	Subaward Agreement	May 22, 2015
11.	Subrecipient start date	July 1, 2015

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the Nebraska Energy Office. The point of contact for the procurement is as follows:

Name: Thomas Tabor
Agency: Nebraska Energy Office
Address: 521 South 14th Street, Suite 300
Lincoln, NE 68509-5085

OR

Address: P.O. Box 95085
Lincoln, NE 68509-5085
Telephone: (402) 471-3682
Facsimile: (402) 471-3064
E-Mail: tom.tabor@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified bidders who will be responsible for providing service and administration for the Weatherization Assistance Program (WAP) in the western region of Nebraska that encompasses the counties of Banner, Cheyenne, Deuel, Garden, Kimball, Morrill, and Scotts Bluff Counties at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A subaward will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the subaward, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the subaward.

All purchases, leases, or subawards which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State 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 bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

C. COMMUNICATION WITH STATE STAFF AND EVALUATORS

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the Subrecipient, contact regarding this project between potential Subrecipients and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this RFP.

Once a Subrecipient is preliminarily selected, as documented in the intent to subaward, that Subrecipient is restricted from communicating with State staff until a subaward is signed. Violation of this condition may be considered sufficient cause to reject a Subrecipient's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. Written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. Contacts made pursuant to any pre-existing subawards or obligations; and
3. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

D. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the Nebraska Energy Office and clearly marked "RFP Number 2015WN; service and administration for the Weatherization Assistance Program (WAP) in the western region of Nebraska that encompasses the counties of Banner, Cheyenne, Deuel, Garden, Kimball, Morrill, and Scotts Bluff Counties Questions". It is preferred that questions be sent via internet website **www.neo.ne.gov/wx/q&a.htm**. Questions may also be sent by facsimile to (402) 471-3064, but must include a cover sheet clearly indicating that the transmission is to the attention of Thomas Tabor, showing the total number of pages transmitted, and clearly marked "RFP Number 2015WN; service and administration for the Weatherization Assistance Program (WAP) in the western region of Nebraska that encompasses the counties of Banner, Cheyenne, Deuel, Garden, Kimball, Morrill, and Scotts Bluff Counties Questions".

It is recommended that Bidders submit questions sequentially numbered, include the RFP reference and page number using the following format.

Question Number	RFP Section Reference	RFP Page Number	Question

Written answers will be provided through an addendum to be posted on the Internet at www.neo.ne.gov/wx/q&a.htm and/or http://das.nebraska.gov/materiel/purchasing/ on or before the date shown in the Schedule of Events.

E. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate

their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make a subaward without any further discussion with the bidders regarding the proposals received.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

F. SUBMISSION OF PROPOSALS

The following describes the requirements related to proposal submission, proposal handling, and review by the State.

To facilitate the proposal evaluation process, one (1) original of the entire proposal should be submitted. Proposals must be submitted by the proposal due date and time**. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials.** All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the Request for Proposal number and be sent to the specified address. Please note that the address label should appear in Section II part A as specified on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, (402) 471-3682 should be used. The Request for Proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

The Technical and Cost Proposals should be presented in separate sections (loose-leaf binders are preferred) on standard 8 ½" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered consecutively within sections. Figures and

tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

G. PROPOSAL OPENING

The sealed proposals will be publicly opened and the bidding entities announced on the date, time, and location shown in the Schedule of Events. Proposals will be available for viewing by those present at the proposal opening. Bidders may also contact the State to schedule an appointment for viewing proposals after the Intent to Subaward has been posted to the website.

H. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic, or any other reason(s).

I. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part. The State 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 bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

J. EVALUATION OF PROPOSALS

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Corporate Overview shall include but is not limited to:

- **a.** the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
- **b.** the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- **c.** whether the bidder can perform the subaward within the specified time frame;
- **d.** the quality of bidder performance on prior contracts or subawards;
- **e.** such other information that may be secured and that has a bearing on the decision to award the subaward;

2. Technical Approach; and

Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States

Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the RFP cover page under "Bidder must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the bidder within ten (10) business days of request:

- **a.** Documentation from the United States Armed Forces confirming service;
- **b.** Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
- **c.** Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
- **d.** Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the bidder from consideration of the preference.

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the Internet at: www.neo.ne.gov/wx/q&a.htm and/or http://das.nebraska.gov/materiel/purchasing/ . Evaluation criteria will not be released prior to the proposal opening.

K. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee(s). The Evaluation Committee(s) will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not become public information.

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request for Proposal for Subaward Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State, or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

Any contact, or attempted contact, with an evaluator that is involved with this RFP may result in the rejection of this proposal and further administrative actions may be taken.

L. MANDATORY REQUIREMENTS

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Request for Proposal For Subaward form, signed in ink;
2. Corporate Overview;
3. Technical Approach;

M. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: financial stability of the company, project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality requirements, subaward disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks and negative references may eliminate bidders from consideration for award.

N. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders shall be authorized to transact business in the State of Nebraska. All bidders are expected to comply with all Nebraska Secretary of State registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The bidder who is the recipient of an Intent to Subaward will be required to certify that it has so complied and produce a true and exact copy of its current (within ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing; or in the case of a sole proprietorship, provide written documentation of sole proprietorship. This must be accomplished prior to the award of the subaward. Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

O. VIOLATION OF TERMS AND CONDITIONS

Violation of the terms and conditions contained in this Request for Proposal or any resultant subaward, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal;
2. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

III. TERMS AND CONDITIONS

By signing the "Request for Proposal for Subaward" form, the Bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal. Bidders should include completed Section III with their proposal response.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The subaward resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Subaward Agreement with the most recent dated amendment having the highest priority;
2. Subaward Agreement and any attached Addenda;
3. The Request for Proposal for Subaward form and the Subrecipient's Proposal, signed in ink
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the subaward.

Unless otherwise specifically stated in a subaward amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Subaward Agreement with the most recent dated amendment having the highest priority, 2) Subaward Agreement and any attached Addenda, 3) the signed Request for Proposal for Subaward form and the Subrecipient's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this subaward which shall be discovered after its execution shall be resolved in accordance with the rules of subaward interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

All purchases, leases, or subawards which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State 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 bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a subaward. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once an intent to subaward decision has been determined, it will be posted to the Internet at: www.neo.ne.gov/wx/q&a.htm and/or http://das.nebraska.gov/materiel/purchasing/

Grievance and protest procedure is available on the Internet at: www.neo.ne.gov/wx/q&a.htm and/or http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf

Any protests must be filed by a bidder within ten (10) business days after the intent to subaward decision is posted to the Internet.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The subrecipient shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits subrecipients of the State of Nebraska, and their contractor or second tier award agreement entity, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensations, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The subrecipient guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of subaward. The subrecipient shall insert a similar provision in all contracts

or second tier award agreement for services to be covered by any subaward resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Subrecipient shall procure and pay for all permits, licenses, and approvals necessary for the execution of the subaward. The Subrecipient shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Subrecipient pursuant to this subaward.

The Subrecipient must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign requirements) necessary to execute this subaward. The subaward price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the subaward. It shall be the responsibility of the Subrecipient to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Subrecipient shall not commence work under this subaward until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Subrecipient shall maintain all required insurance for the life of this subaward and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this subaward. If Subrecipient will be utilizing any contractor or second tier award agreement entity, the subrecipient is responsible for obtaining the certificate(s) of insurance required herein under from any and all contractors or second tier award agreement entities. The Subrecipient is also responsible for ensuring contractors or second tier award agreement entities maintain the insurance required until completion of the subaward

requirements. The Subrecipient shall not allow any entity to commence work on any contract or second tier award agreement until all similar insurance required of the entity has been obtained and approved by the subrecipient. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Subrecipient hereunder.

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

1. WORKERS' COMPENSATION INSURANCE

The Subrecipient shall take out and maintain during the life of this subaward the statutory Workers' Compensation and Employer's Liability Insurance for all of the subrecipient's employees to be engaged in work on the project under this subaward and, in case any such work is sublet, the Subrecipient shall require the contractor or second tier award agreement entity similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the contractors or second tier award agreement entities employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	$100,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$100,000 each employee

b. COMMERCIAL GENERAL LIABILITY

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 any one person
Bodily Injury/Property Damage	$1,000,000 per occurrence
Fire Damage	$50,000 any one fire
Medical Payments	$5,000 any one person

c. COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage	$1,000,000 combined single limit

d. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance	$1,000,000 per occurrence

e. SUBROGRATION WAIVER

"Waiver of Subrogation on the Worker's Compensation in favor of the State of Nebraska."

f. LIABILITY WAIVER

"The State of Nebraska, Certificate holder, is an additionally insured, primary & noncontributory on the General Liability."

4. EVIDENCE OF COVERAGE

The Subrecipient should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements, which shall be submitted to the attention of the Buyer.

Nebraska Energy Office
521 South 14th Street, Suite 300
Lincoln, NE 68509-5085
Facsimile (402) 471-3064

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

Notice of cancellation of any required insurance policy must be submitted to the Nebraska Energy Office when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER SUBRECIPIENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State may already have in place or choose to award supplemental subawards for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to make an award jointly between two or more potential Subrecipients, if such an arrangement is in the best interest of the State.
2. The Subrecipients shall agree to cooperate with such other Subrecipients, and shall not commit or permit any act which may interfere with the performance of work by any other subrecipients.

H. SUBRECIPIENT ROLE AS THE INDEPENDENT CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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

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

I. SUBRECIPIENT RESPONSIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Subrecipient is solely responsible for fulfilling the subaward, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Subrecipient's proposal, and the resulting subaward. The Subrecipient shall be the sole point of contact regarding all contractual matters.

If the Subrecipient intends to utilize any contractor or second tier award agreement entity services, the contractor or second tier award agreement entity's level of effort, tasks, and time allocation must be clearly defined in the subrecipient's proposal. The subrecipient shall agree that it will not utilize any entity not specifically included in its proposal in the performance of the subaward without the prior written authorization of the State. Following execution of the subaward, the subrecipient shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the subaward.

J. SUBRECIPIENT PERSONNEL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Subrecipient warrants that all persons assigned to the project shall be employees of the Subrecipient or specified contractor or second tier award agreement entity, and shall be fully qualified to perform the work required herein. Personnel employed by the Subrecipient to fulfill the terms of the subaward shall remain under the sole direction and control of the Subrecipient. The Subrecipient shall include a similar provision in any second tier award agreement with any entity selected to perform work on the project.

Personnel commitments made in the Subrecipient's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the Subrecipient to reassign or remove from the project any Subrecipient or contractor or second tier award agreement entity employee.

In respect to its employees, the Subrecipient agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the Subrecipient's employees, including all insurance required by state law;
3. damages incurred by Subrecipient's employees within the scope of their duties under the subaward;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. Determining the hours to be worked and the duties to be performed by the Subrecipient's employees.

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Subrecipient shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

L. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

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

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

M. PROPOSAL PREPARATION COSTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this Request for Proposal.

N. ERRORS AND OMISSIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting subaward. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

O. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The bidder shall not commence any billable work until a valid subaward has been fully executed by the State and the successful Subrecipient. The Subrecipient will be notified in writing when work may begin.

P. ASSIGNMENT BY THE STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State shall have the right to assign or transfer the subaward or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Q. ASSIGNMENT BY THE SUBRECIPIENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The requirements contained in the Request for Proposal become a part of the terms and conditions of the subaward resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the subaward. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal, mandatory requirements, or applicable state or federal laws or statutes. “Deviation”, for the purposes of this RFP, means any proposed changes or alterations to either the subaward language or requirements within

the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

S. GOVERNING LAW

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The subaward shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant subaward shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Subrecipient must be in compliance with all Nebraska statutory and regulatory law.

T. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

In the event of any litigation, appeal, or other legal action to enforce any provision of the subaward, the Subrecipient agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

U. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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

V. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Subrecipient shall be responsible for the proper care and custody of any State-owned property which is furnished for the Subrecipient’s use during the performance of the subaward.

The Subrecipient shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

W. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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

X. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II.A., Procuring Office and Contact Person, of this RFP. After the award of the subaward, all notices under the subaward shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

2. Whenever the Subrecipient encounters any difficulty which is delaying or threatens to delay its timely performance under the subaward, the Subrecipient shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the subaward. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the subaward, all communication between Subrecipient and the State regarding the subaward shall take place between the Subrecipient and individuals specified by the State in writing. Communication about the subaward between Subrecipient and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The subaward may be terminated as follows:

1. The State and the Subrecipient, by mutual written agreement, may terminate the subaward at any time.

2. The State, in its sole discretion, may terminate the subaward for any reason upon thirty (30) calendar days written notice to the Subrecipient. Such termination shall not relieve the Subrecipient of warranty or other service obligations incurred under the terms of the subaward. In the event of cancellation the Subrecipient shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The State may terminate the subaward immediately for the following reasons:

- **a.** if directed to do so by statute;
- **b.** Subrecipient has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
- **c.** a trustee or receiver of the Subrecipient or of any substantial part of the Subrecipient's assets has been appointed by a court;
- **d.** fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the subaward by its Subrecipient, its employees, officers, directors, or shareholders;
- **e.** an involuntary proceeding has been commenced by any party against the Subrecipient under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Subrecipient has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Subrecipient has been decreed or adjudged a debtor;
- **f.** a voluntary petition has been filed by the Subrecipient under any of the chapters of Title 11 of the United States Code;
- **g.** Subrecipient intentionally discloses confidential information;
- **h.** Subrecipient has or announces it will discontinue support of the requirements;
- **i.** second or subsequent documented "subrecipient performance report" form deemed acceptable by the State Purchasing Bureau; or
- **j.** Subrecipient engaged in collusion or ones actions which could have provided Subrecipient an unfair advantage in obtaining this subaward.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State may terminate the subaward, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon Federal appropriation of funds for the subaward. Should said funds not be appropriated, the State may terminate the subaward with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Subrecipient written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Subrecipient of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The Subrecipient shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Subrecipient be paid for a loss of anticipated profit.

AA. BREACH BY SUBRECIPIENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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

BB. ASSURANCES BEFORE BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

If any document or requirement required pursuant to the subaward does not fulfill the requirements of the Request for Proposal or resulting subaward, upon written notice from the

State, the Subrecipient shall deliver assurances in the form of additional Subrecipient resources at no additional cost to the project in order to complete the requirement, and to ensure that other project schedules will not be adversely affected.

CC. ADMINISTRATION – SUBAWARD CLOSE OUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Upon completion or notice of termination of this subaward, the following procedures shall apply for close-out of the subaward:

1. The Subrecipient will not incur new obligations after the termination or completion of the subaward, and shall cancel as many outstanding obligations as possible. The State shall give full credit to Subrecipient for the federal share of non-cancelable obligations properly incurred by Subrecipient prior to termination, and costs incurred on, or prior to, the termination or completion date.

2. Subrecipient shall immediately return to the State any unobligated balance of cash advanced or shall manage such balance in accordance with the State instructions.

3. Within a maximum of 90 days following the date of expiration or completion, Subrecipient shall submit all financial, performance, and related reports required by the Subrecipient Reporting Requirements. The State reserves the right to extend the due date for any report and may waive, in writing, any report it considers to be unnecessary.

4. The State shall make any necessary adjustments upward or downward in the federal share of costs.

5. The Subrecipient shall assist and cooperate in the orderly transition and transfer of subaward activities and operations with the objective of preventing disruption of services.

Close-out of this subaward shall not affect the retention period for, or state or federal rights of access to, Subrecipient records, or Subrecipient's responsibilities regarding property or with respect to any program income for which Subrecipient is still accountable under this subaward. If no final audit is conducted prior to close-out, the State reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted at a later time.

DD. PENALTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

In the event that the Subrecipient fails to perform any substantial obligation under the subaward, the State may withhold all monies due and payable to the subrecipient, without penalty, until such failure is cured or otherwise adjudicated.

EE. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the subaward due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the subaward. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the subaward if the Subrecipient is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Subrecipient. To obtain release based on a Force Majeure Event, the Subrecipient shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the subaward.

FF. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

State will render payment to Subrecipient when the terms and conditions of the subaward and specifications have been satisfactorily completed on the part of the Subrecipient as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Subrecipient to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Subrecipient prior to the Effective Date, and the Subrecipient hereby waives any claim or cause of action for any such services.

GG. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Invoices for payments must be submitted by the subrecipient to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the subrecipient's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the subaward.

HH. RIGHT TO AUDIT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Subrecipient shall establish and maintain a reasonable accounting system that enables the State to readily audit subaward. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this subaward kept by or under the control of the Subrecipient, including, but not limited to those kept by the Subrecipient, its employees, agents, assigns, successors, and contractors or second tier award agreement entities. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; subaward amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Subrecipient shall, at all times during the term of this subaward and for a period of five (5) years after the completion of this subaward, maintain such records, together with such supporting or underlying documents and materials. The Subrecipient shall at any time requested by the State, whether during or after completion of this subaward and at Subrecipient's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Subrecipient's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Subrecipient shall ensure the State has these rights with Subrecipient's assigns, successors, and contractors or second tier award

agreement entities, and the obligations of these rights shall be explicitly included in any contractor or second tier award agreements formed between the Subrecipient and any contractors or second tier award agreement entities to the extent that those contractor or second tier award agreements relate to fulfillment of the Subrecipient's obligations to the State.

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

II. TAXES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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

JJ. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Final inspection and approval of all work required under the subaward shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Subrecipient or contractor or second tier award agreement entity duties under the subaward are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

KK. CHANGES IN SCOPE/CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State may, upon the written agreement of Subrecipient, make changes to the subaward within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Subrecipient to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Subrecipient shall not claim forfeiture of subaward by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the Subrecipient shall be determined in accordance with applicable unit prices if any, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the subaward shall not be deemed a modification. Changes or additions to the subaward beyond the scope of the RFP are not permitted.

LL. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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

MM. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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

All Subrecipients must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Recipients are required to state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. This provision shall survive termination of this subaward.

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

NN. PROPRIETARY INFORMATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Request for Proposal as proprietary.** Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as 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 Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. Allinformation not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

OO. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

By submission of this proposal, the bidder certifies that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone or any other bidder, or to fix any overhead, profit, or of that of any other bidder, or to secure any advantage against the public body awarding the subaward of anyone interested in the proposed subaward; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

PP. STATEMENT OF NON-COLLUSION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Subrecipient of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the subaward and impose further administrative sanctions.

QQ. PRICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The subaward price will be determined by the USDOE and USHHS and awarded to Nebraska based on a formula.

RR. BEST AND FINAL OFFER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored, and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

SS. ETHICS IN PUBLIC CONTRACTING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Subrecipient certifies that no Federal appropriated funds shall be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award for: (a) the awarding of any Federal agreement; (b) the making of any Federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement.

If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence: an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this subaward, the Subrecipient shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the subaward. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the subaward be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the subaward if awarded to them or be disqualified from the selection process.

TT. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

1. GENERAL

The Subrecipient agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Subrecipients, its employees, contractor or second tier award agreement entity, consultants, representatives, and agents, except to the extent such Subrecipient liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Subrecipient agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Subrecipient or its employees, contractor or second tier award agreement entity, consultants, representatives, and agents; provided, however, the State gives the Subrecipient prompt notice in writing of the claim. The Subrecipient may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

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

Except as otherwise provided in the Federal Notice of Award, the State shall own the rights in data resulting from this project or program. The Subrecipient may copyright any of the copyrightable material and may patent any of the patentable products produced in conjunction with the performance required under this subaward without written consent from the State. The State, DHHS and any federal granting authority hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for federal or state government purposes. This provision shall survive termination of this subaward.

3. PERSONNEL

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

UU. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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

VV. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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

WW. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Subrecipient shall have a disaster recovery and back-up plan, of which a copy should be provided to the State thirty (30) days after subaward start date, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

XX. TIME IS OF THE ESSENCE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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

YY. RECYCLING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. §81-15,159.

ZZ. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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

AAA. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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

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

1. The Subrecipient must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html

The completed United States Attestation Form should be submitted with the Request for Proposal response.

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

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

BBB. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Subrecipient, by signature to this RFP, certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Subrecipient also agrees to include the above requirements in any and all contractor or second tier award agreement entity into which it enters. The Subrecipient shall immediately notify the Department if, during the term of this subaward, Subrecipient becomes debarred. The Department may immediately terminate this subaward by providing Subrecipient written notice if Subrecipient becomes debarred during the term of this subaward.

Subrecipient, by signature to this RFP, certifies that Subrecipient has not had a subaward with the State of Nebraska terminated early by the State of Nebraska. If Subrecipient has had a subaward terminated early by the State of Nebraska, Subrecipient must provide the subaward number, along with an explanation of why the subaward was terminated early. Prior early termination may be cause for rejecting the proposal.

CCC. POLITICAL SUB-DIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Subrecipient may extend the subaward to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Subaward must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. §81-145, listed as “all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations.” A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder must provide the following information in response to this Request for Proposal

A. PROJECT OVERVIEW

The Nebraska Energy Office administers the federally funded Weatherization Assistance Program (WAP) (10 CFR Part 440) for the state of Nebraska. Weatherization services are delivered to eligible Subrecipients by sub-grantees who serve defined regional areas. The federal Weatherization Assistance Program was created in 1976 to assist low-income families who lacked resources to invest in energy efficiency.

The mission of the WAP program is to reduce energy costs for low-income families, particularly for the elderly, people with disabilities and young children, by improving the energy efficiency of their homes while ensuring their health and safety. Funds are used to improve the energy efficiency of low-income homes using the most advanced technologies and diagnostic testing protocols available in the energy efficiency retrofit industry. In addition to the comfort, health benefits, and energy savings for the household, the energy conservation resulting from the efforts of state and local agencies helps our country reduce its dependence on foreign oil and our carbon footprint.

Professionally trained Weatherization crews use computerized energy audits and advanced diagnostic equipment, such as a blower doors, manometers, or infrared cameras, to determine the most cost-effective measures appropriate for each home. Typical measures may include: installing insulation; sealing ducts; tuning and repairing heating and cooling systems; mitigating air infiltration; and reducing electric base load consumption. All weatherization measures installed must be determined cost-effective based on a Savings-to-Investment Ratio (SIR) of 1.0 or greater. “Cost-effective” means the SIR must exceed 1.0, so the combined package of installed materials must result in energy cost savings over the lifetime of the measure(s), discounted to present value, that equal or exceed the cost of materials, installation, and on-site supervisory personnel, as defined by the Department of Energy (DOE) and calculated using an approved energy-auditing program.

B. PROJECT ENVIRONMENT

The Nebraska Energy Office Weatherization Assistance Program operates under two federally funded programs. One is through the DOE and the other is through the U.S. Department of Health and Human Services through their Low-Income Home Energy Assistance Program (LIHEAP). The LIHEAP funds are operated under the DOE authority and regulations in the State of Nebraska. The two programs are operated in Nebraska through Federal pass-through funds to the Nebraska Energy Office whom administers the funds.

C. SUBRECIPIENT ELIGIBILITY AND QUALIFICATIONS

Subrecipients must meet each of the following minimum threshold criteria to be considered for funding. Subrecipients that do not provide sufficient information to determine that the minimum thresholds are met will be disqualified and not considered for funding.

1. Subrecipient must submit proof of Community Action Agency, non-profit or public entity. (10 CFR Part 440.15 (a)(1).

2. Subrecipient must submit proof of current registration as a charitable organization with the Nebraska Secretary of State’s Office, covering the fiscal year ending in 2013 or 2014 or proof of exemption therefrom. Verification should be in the form of a copy of a current Certificate of Good Standing from the Secretary of State’s Office.

3. Subrecipient must submit a copy of the IRS 501(c)(3) tax exemption letter.

4. Agencies that previously have been awarded NEO WAP funds must provide an independent CPA's auditor's report (Audit) conducted in accordance with Government Auditing Standards (GAS). The Audit will include an independent auditor's report on the following: 1) financial statements; and 2) Internal Control over financial reporting and compliance. If the Subrecipient expended $500,000 or more in a year in federal funds a Single Audit is required pursuant to OMB Circular A-133. Subrecipient shall submit the most recent A-133 audit available (FY2013 or FY2014).

5. For agencies that did not receive NEO WAP funds in PY 2012-2013 or PY2013-2014, the agency must provide either an audit to the above standards or an independent CPA's review of financial statements in accordance with item 4 above.

6. For Subrecipient's with a Single Audit, provide proof that the Audit Report was submitted to the Federal Audit Clearinghouse (FORM SF-SAC) as required by OMB A-133.

Note: The following types of Audit findings may disqualify a Subrecipient from receiving funding:

a. Repeat and unresolved audit findings.

b. Failure to comply with the requirements of OMB Circular A-133 (for those Subrecipients that expended $500,000 or more in federal funding).

c. Failure to submit a Management Response letter if referenced in the audit as a separate communication.

7. Submit copies of EPA RRP Certification for all field staff and/or Certified Firm status.

8. Submit copies of Quality Control Inspector Certification for all certified field staff required under DOE Weatherization Program Notice 15-4.

9. Subrecipient must be in "good standing" as of the date this RFP is issued. In order to be in good standing, Subrecipient must not have a "suspended," or "debarred" or HUD's Limited Denial of Participation status conferred upon it by NEO and/or other funding sources. Subrecipient must provide a print screen from the Excluded Parties List System at: https://www.sam.gov/portal/public/SAM/ as proof of compliance with this threshold requirement.

10. Subrecipient must report any and all funds received from other federal, state, local or tribal government funding sources as evidenced by the most current monitoring letter from said entities that Subrecipient are in good standing with their programs.

11. Subrecipient must not have repeat or unresolved financial audit findings as determined by NEO.

12. Subrecipient must describe any material, current or pending litigation, administrative proceedings, or investigations that could affect the reputation or financial viability of the organization.

D. SCOPE OF WORK

Nebraska relies on a network of seven (7) subgrantees, all which have an extensive experience in delivering weatherization and affordable housing services in their designated

service areas. Subgrantees provide energy efficiency weatherization services using their own trained crews and by subcontracting work to qualified contractors. Energy efficiency measures financed through the program can range from air sealing and insulating single-family homes to replacement of heating systems in apartment buildings. The program assists all types of housing units, including single- and multifamily housing, manufactured housing, and group homes. The Energy Office will allocate program funds in accordance with the Nebraska Weatherization Assistance Program State Plan.

E. TECHNICAL REQUIREMENTS

Under DOE 10 CFR 440 and WPN 15-4 requirements and guidelines for the Weatherization Assistance Program a Subrecipient shall have the required certifications to perform Quality Control Inspections (QCI) on dwellings being weatherized. Quality Control Inspectors (QCI) working for, or as a Subcontracted in the WAP must possess the knowledge, skills and abilities in the National Renewable Energy Laboratory (NREL) Job Task Analysis (JTA) for Quality Control Inspectors. A certified QCI must sign off on completed dwellings before a dwelling can be submitted for request for reimbursement under the new requirements starting July 1, 2015.

The bidder shall also demonstrate weatherization program experience, ability and readiness by describing Subrecipient crew or subcontractor experience to perform the work required under the Weatherization Assistance Program. The bidder shall provide information on relevant experience of technical staff performing Energy Audits, Crew Chief, installers and provide proof of certification of the QCI performing inspections for the Subrecipient. All certifications must be provided and shall be in place on date of submittal by bidder for this RFP.

F. ORGANIZATIONAL CAPACITY

Subrecipients are responsible for administering the program within the specified counties listed in this RFP. Bidder must provide information on Management and Administrative experience and credentials to perform the Weatherization Assistance Program. This will include years of experience of Executive Director, Weatherization Program Manager, and Fiscal Manager and staff.

G. REQUIREMENTS (REQUIRED)

Subrecipients must comply with all applicable federal, state, and local codes, statutes, laws and regulations that include but are not limited to:

1. PROGRAM REGULATIONS AND REQUIREMENTS

- 10 CFR 440
- 10 CFR 600
- Nebraska Energy Office State Plan
- Nebraska Energy Office Field Guide & Installation Standards
- WPN 15-4 Quality Control Inspector (QCI) Certification (Subrecipient or Subcontractor proof of certification if using Subcontractor)
- 24 CFR 84.21 "Standards for Financial Management Systems"
- Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000d et seq. and 24 CFR Part 1)
- Fair Housing Act (42 USC 3601 et seq.)
- Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12892 and 24 CFR Part 107)
- Age Discrimination Act of 1975, as amended (42 USC 6101 et seq.)

- Americans with Disabilities Act (42 USC 12101 et seq.)
- Equal Employment Opportunity, Executive Order 11246, as amended, (24 CFR Part 570, Subpart J)
- Fair Labor Standards Act of 1938, as amended (29 USC 201 et seq.)
- Contract Work Hours and Safety Standards Act, as amended (40 USC 3701 et seq.)
- Anti-Kickback Act of 1986 (41 USC §51-58)
- Minority/Women's Business Enterprises, Executive Orders 11625, 12432 and 12138
- Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794)
- Lead Based Paint Poisoning Act (42 U.S.C. § 4822 and 24 CFR Part 35)
- OMB Circular A-102, 24 CFR 570.307(1), (Executive Order 11625)
- Environmental Reviews (24 CFR Part 92.352)
- National Environmental Policy Act (NEPA) of 1968, (24 CFR Parts 50 and 58)
- Property Inspections (Housing Quality Standards of 24 CFR Part 982.401)
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended by 42 USC 4601, and the regulations at 49 CFR Part 24, Subpart B
- Debarment & Suspension (Executive Order 12549, 51 Fed. Reg. 6370)
- OMB Circular A-122 Cost Principles for Non-Profit Organizations or Circular OMB A-87 Cost Principles for State, Local and Indian Tribal Governments' or
- 2 CFR §200 (when applicable to new grants)

2. REIMBURSEMENTS AND FINANCIAL REPORTING

Cost reimbursable payments are to be made in general accordance with the categories and criteria as set forth in this RFP and grant. Subrecipient shall submit monthly payment requests in accordance with the billing requirements on Exhibit 1.

Quarterly financial and production reports are required to be Submitted on designated due dates or next business day if date should fall on a weekend or Holiday. See Exhibit 2.

V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions, format and order:

A. TECHNICAL PROPOSAL SUBMISSION

The Technical Proposal shall consist of three (3) sections:

1. "State of Nebraska Request for Proposal for Subaward" form, signed in ink;
2. Corporate Overview; and
3. Technical Approach.

1. REQUEST FOR PROPOSAL FORM

By signing the "Request for Proposal for Subaward" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The Request for Proposal for Subaward form must be signed in ink and returned by the stated date and time in order to be considered for an award.

2. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal must consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder must provide the full name, address headquarters, entity organization (Community Action Agency, non-profit or public entity. (10 CFR Part 440.15 (a)(1).), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

b. FINANCIAL STATEMENTS

The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the

stability and financial strength of the organization. Additionally, a non-publicly held firm must provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded subrecipient(s) will require notification to the State.

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a subaward with the State of Nebraska must be identified.

e. RELATIONSHIPS WITH THE STATE

The bidder shall describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract or subaward number(s) and/or any other information available to identify such contract(s) or subaward(s). If no such contracts or subawards exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a contractor or second tier award agreement entity to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

g. SUBAWARD PERFORMANCE

If the bidder or any proposed contractor or second tier award agreement entity has had a contract and/or subaward terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract and/or subaward terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions must include:

- **a)** The time period of the project;
- **b)** The scheduled and actual completion dates;
- **c)** The Subrecipient's responsibilities;
- **d)** For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
- **e)** Each project description shall identify whether the work was performed as the prime Subrecipient or as a contactor or second tier award agreement entity. If a bidder performed as the prime Subrecipient, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

ii. Subrecipient and contractor or second tier award agreement entity experience must be listed separately. Narrative descriptions submitted for subrecipient and contractor or second tier award agreement entities must be specifically identified as subrecipient and contractor or second tier award agreement entities projects.

iii. If the work was performed as a contractor or second tier agreement entity or subrecipient, the narrative description shall identify the same information as requested for the Subrecipients above. In addition, contractor or second tier award agreement entities shall identify what share of subaward costs, project responsibilities, and time period were performed as a Contractor or second tier award agreement entity.

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the subaward resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall 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.

The bidder shall provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

j. CONTRACTOR OR SECOND TIER AWARD AGREEMENT

If the bidder intends to enter into a contract or second tier award agreement with another entity to perform any of the services provided, the bidder must provide:

i. name, address, and telephone number of the entity;
i. specific tasks for each entity;
ii. percentage of performance hours intended for each contract or second tier award agreement; and
iii. total percentage of entity performance hours.

3. TECHNICAL APPROACH

The technical approach section of the Technical Proposal must consist of the following subsections:

a. Understanding of the project requirements;
b. Proposed development approach;
c. Technical considerations;
d. Detailed project work plan; and
e. Requirements and due dates:
f. Demonstrating and understanding of the federal requirements of the program;
g. Provide documentation of all required certifications to meet program requirements

B. PAYMENT SCHEDULE

The payment schedule for the project is tied to specific dates and requirements. Requests for reimbursements may be submitted by the subrecipient on specific dates based on the completion and acceptance of related requirements. No request for reimbursement will be approved unless the associated requirements have been approved.

Cost reimbursable payments are to be made in general accordance with the categories and criteria as set forth in this RFP and grant. Subrecipient shall submit monthly payment requests in accordance with the following billing requirements:

Requests for Reimbursement (Exhibit 1) will be submitted on the NEO Weatherization Assistance Program Database and the Quarterly Project Status and Financial Report (Exhibit 2) shall be submitted on a quarterly basis to the attention of:

Nebraska Energy Office
Weatherization Assistance Program
P.O. Box 95085
Lincoln, NE 68509-5085

Form A

Bidder Contact Sheet

Request for Proposal Number2015WN

The Bidder Contact Sheet should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response. Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Exhibit 1
Weatherization Assistance Program
Reimbursement Request Form

Reimbursement:	**Agency:**		
Aid Agreement No:	**Award No:**	**Fund Src:**	
Billing Period:	**Submitted By:**		**Date Submitted:**

Weatherization - Materials	
Detail	**Amount**
AC Repair	
AC Replacement	
Heating Plant Repair	
Heating Plant Replacement	
Materials & Equipment	
Other	
Rework - Materials & Equipment	
Sub-Total:	
Weatherization - Labor	
Detail	**Amount**
Contracted Costs	
Contracted HVAC Cost	
Crew Fringes	
Crew Salaries	
Labor	
Sub-Total:	
Weatherization Total:	
Health and Safety - Materials	
Detail	**Amount**
Heating Plant Repair	
Heating Plant Replacement	
Materials & Equipment	
Other	
Rework - Materials & Equipment	
Sub-Total:	
Health and Safety - Labor	
Detail	**Amount**
Contracted Costs	
Contracted HVAC Cost	
Crew Fringes	
Crew Salaries	
Labor	
Sub-Total:	
Health and Safety Total:	
Program Support	

Detail	Amount
Benefits	
Communications	
Equipment Insurance	
Other	
Salaries	
Tools & Equipment	
Travel	
Unemployment Insurance	
Vehicle Gas/Oil	
Vehicle Insurance	
Vehicle Lease	
Vehicle Repair/Maintenance	
Warehouse Space/Office Rent	
Warehouse/Office Utilities	
Workers Comp. Insurance	
Program Support Total:	
Liability Insurance	
Detail	**Amount**
Pollution Liability	
Property Insurance	
Public Liability	
Liability Insurance Total:	
Administration	
Detail	**Amount**
Direct Fringe	
Direct Salaries	
Indirect Costs	
Operating Expenses	
Administration Total:	
Training	
Detail	**Amount**
Training and Technical Assistance	
Training Total:	
Audits	
Detail	**Amount**
CPA Audit Costs	
Audits Total:	
Total Claim:	
Advancement Information	
Total Advanced Funds:	
Total Advanced Funds Repaid To Date:	
Advanced Funds To Be Paid With This Request:	
Total Advanced Funds Remaining:	

Total Outstanding WAP Costs Incurred Not Yet Requested:	

Exhibit 2

Appendix E – Project Status Report(s)

Recipient: _____ Document Number: _____ Action Number A-00

☐ Quarterly Report	
Reporting Period Covered:	Due Date
☐ January 1 – March 31	April 15
☐ April 1 – June 30	July 15
☐ July 1 – September 30	October 15
☐ October 1 – December 31	January 15
Describe the work accomplished during the project period. Describe any variations from the planned activity as detailed in Appendix C - Scope and/or any problems encountered. Provide a forecast of what work is planned for the next quarterly program period. Attach any completed work products or documentation, such as press releases, news clippings and publications.	

☐ Final Report
Due sixty (60) days from the "End Date"
Summarize the tasks completed. Evaluate the project. For example: Did the project meet the goals and objectives? What were the results? Attach any work products or documentation of activities not previously submitted with the quarterly reports.

Appendix F – Financial Status Report(s)

Recipient: _____ Document Number: _____ Action Number A-00

☒ ☐ **Quarterly Report**	
Reporting Period Covered:	Due Date
☐ January 1 – March 31	April 15
☐ ☐ April 1 – June 30	July 15
☐ ☐ July 1 – September 30	October 15
☐ ☐ October 1 – December 31	January 15
Include narrative to explain/support information, as needed.	

☒ ☐ **Final Report**
Due sixty (60) days from the "End Date"
Evaluate the actual expenditures for all budget categories against the authorized budget. Explain variances.

Expense Category	**Authorized Budget**	**Expenses This Period**	**Total Expenses**	**Unexpended Balance**
Energy Office – Financial Assistance:				
Administration	**$**			
Training & Tech. Assistance	**$**			
Material/Labor & Prog. Support	**$**			
Health & Safety	**$**			
CPA Audit Costs	**$**			
Liability Insurance	**$**			
Sub-Total	**$**			
Recipient Cost-Share (Cash):				
Administration				
Training & Tech. Assistance				
Material/Labor & Prog. Support				
Health & Safety				
CPA Audit Costs				
Liability Insurance				
Sub-Total	**$0.00**			
PROJECT TOTAL	**$**			