

NEBRASKA

Good Life. Great Mission.

DEPT. OF HEALTH AND HUMAN SERVICES

ORIGINAL
RFP 6156 Z1

Proposal By:

redthread

Project:

Department of Health and Human Services

Drug Overdose Prevention Instructional Videos



corporate overview

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a — contractor identification and information

Red Thread Creative, LLC
201 N 7th Street, Suite 208
Lincoln, Nebraska 68508

redthread is organized to do business in the state of Nebraska. redthread was first organized to do business in 2014. Red Thread Creative, LLC was previously Red Thread Solutions LLC and was changed in 2016.



redthread Company Photo: February 2019

**b — financial statements****profit and loss statement: january - december 2017**

	TOTAL		TOTAL
Income		NET OTHER INCOME	\$ -2,404.40
Billable Expense Income	701,225.83	NET INCOME	\$388,993.66
Refund	7,430.51		
Sales	-22.22		
Unapplied Cash Payment Income	1,616.00		
Uncategorized Income	2.64		
Total Income	\$710,252.76		
GROSS PROFIT	\$710,252.76		
Expenses			
Advertising & Marketing	2,611.10		
Bank Charges & Fees	407.23		
Charitable Contributions	766.00		
Client Expenses	59,889.94		
Contractors	18,217.00		
Employee Benefits	4,227.64		
Insurance	11,879.38		
Interest Paid	-77.40		
Job Supplies	162.63		
Legal & Professional Services	6,926.00		
Meals & Drinks	298.24		
Meals & Entertainment (deleted)	4,040.09		
Office Supplies & Software	6,957.90		
Other Business Expenses	23,011.33		
Parking and Tolls	87.51		
Payroll Expenses			
Company Contributions			
Health Insurance	1,525.86		
Total Company Contributions	1,525.86		
Taxes	6,706.87		
Wages	74,906.10		
Total Payroll Expenses	83,138.83		
Reimbursable Expenses	1,001.95		
Reimbursements	1,236.70		
Rent & Lease	21,573.16		
Salaries & Wages	41,125.72		
Taxes & Licenses	28,277.40		
Travel	1,228.51		
Utilities	1,867.84		
Total Expenses	\$318,854.70		
NET OPERATING INCOME	\$391,398.06		
Other Expenses			
Reconciliation Discrepancies	2,404.40		
Total Other Expenses	\$2,404.40		

**b — financial statements (cont.)****profit and loss statement: january – december 2018**

	TOTAL		TOTAL
Income		Travel	4,726.14
Billable Expense Income	1,246,838.57	Utilities	3,140.16
PayPal Sales	60.00	Total Expenses	\$995,533.36
Refund	4,172.03	NET OPERATING INCOME	\$283,227.14
Sales	15,930.95	Other Expenses	
Sales of Product Income	3,720.00	Other Miscellaneous Expense	307.00
Unapplied Cash Payment Income	5,039.60	Reconciliation Discrepancies	730.70
Uncategorized Income	2,999.35	Total Other Expenses	\$1,037.70
Total Income	\$1,278,760.50	NET OTHER INCOME	\$ -1,037.70
GROSS PROFIT	\$1,278,760.50	NET INCOME	\$282,189.44
Expenses			
Advertising & Marketing	967.86		
Bank Charges & Fees	588.59		
Car & Truck	86.16		
Charitable Contributions	2,331.99		
Client Expenses	148,863.65		
Contractors	28,780.10		
Employee Benefits	14,156.65		
Insurance	29,957.39		
Interest Paid	-210.87		
Job Supplies	6,578.86		
Legal & Professional Services	36,837.19		
Meals & Drinks	118.63		
Meals & Entertainment (deleted)	12,188.75		
Office Supplies & Software	37,589.37		
Other Business Expenses	67,084.28		
Parking and Tolls	404.53		
PayPal Fees	53.07		
Payroll Expenses	200.00		
Company Contributions			
Health Insurance	4,456.23		
Total Company Contributions	4,456.23		
Taxes	22,390.46		
Wages	525,644.19		
Total Payroll Expenses	552,690.88		
Property Tax	316.38		
Reimbursable Expenses	4,631.00		
Reimbursements	10,872.93		
Rent & Lease	20,310.63		
Repairs & Maintenance	121.90		
Salaries & Wages	138.35		
Subscriptions	198.00		
Taxes & Licenses	12,010.79		

**b — financial statements (cont.)****profit and loss statement: january 2019 - present**

	TOTAL		TOTAL
Income		Other Income	
Billable Expense Income	1,383,900.62	Interest Income	92.55
Commission	62,966.34	Miscellaneous Income	1,100.00
Refund	430.65	Total Other Income	\$1,192.55
Unapplied Cash Payment Income	8,732.15	NET OTHER INCOME	\$1,192.55
Uncategorized Income	-20,474.35	NET INCOME	\$173,248.90
Total Income	\$1,435,555.41		
GROSS PROFIT	\$1,435,555.41		
Expenses			
Advertising & Marketing	1,568.00		
Ask My Accountant	-1,222.07		
Bank Charges & Fees	977.29		
Charitable Contributions	451.83		
Client Expenses	280,293.71		
Contractors	51,488.41		
Employee Benefits	4,040.00		
Insurance	1,041.56		
Interest Paid	244.84		
Legal & Professional Services	17,540.45		
Meals & Drinks	9,571.82		
Office Supplies & Software	24,288.59		
Other Business Expenses	39,904.10		
Parking and Tolls	8,368.99		
PayPal Fees	1,016.15		
Payroll Expenses			
Company Contributions			
Health Insurance	18,973.22		
Retirement	17,595.62		
Total Company Contributions	36,568.84		
Payroll Expense - Other	-1,298.94		
Taxes	53,411.85		
Wages	670,917.51		
Total Payroll Expenses	759,599.26		
Reimbursable Expenses	-99.00		
Reimbursements	30,237.61		
Rent & Lease	32,730.00		
Subscriptions	847.24		
Taxes & Licenses	-2,551.79		
Travel	431.76		
Uncategorized Expense	469.01		
Utilities	2,261.30		
Total Expenses	\$1,263,499.06		
NET OPERATING INCOME	\$172,056.35		



c — change of ownership

There is no anticipated change of ownership of redthread in the next 12 months following the proposal date.

d — office location

redthread is located at 201 N. 7th Street, Suite 208 Lincoln, NE 68508.



COO Rhett Muller and CEO Adam Kroft



e – relationships with the state

redthread has worked with the following state government agencies over the last two years:

Department of Health and Human Services

Child Passenger Safety Campaign
Services contract was in force
No contract number
Jason Kerkman was contract manager

Lead Poisoning Prevention Campaign
Contract 84403 O4
Derry Stover was contract manager

Nebraska Department of Transportation

Distracted Driving Campaign
Contract 77974-04
Jeannie Bietz was contract manager

Drive Smart Nebraska Campaign
No contract
Simera Reynolds and Jeannie Bietz were contact points

Nebraska Safety Council Campaign
No contract
Mark Segerstrom was contact point

Various Highway Safety Office projects
No contracts
Simera Reynolds is contact point

Nebraska Department of Labor

NEworks Video Campaign
NDOL Agreement #023-0025-2017
Grace Johnson was contact point

Apprenticeship Program Campaign
No contract
Scott Asmus was contact point

NEres Video Campaign
NDOL Agreement #023-0015-2018
Grace Johnson was contact point



e — relationships with the state (cont.)

Parks and Recreation

Concepting and Strategy Project

No contract

Maggie Stuckey was contact point

Cascade Fountain Project

No contract

Maggie Stuckey was contact point

Mahoney Golf Campaign

No contract

Lynn Johnson was contact point

Unclaimed Property

Logo Redesign

No contract

Meaghan Aguirre was contact point

f — contractor's employee relations to state

No redthread employee has been an employee of the State within the last 12 months.

g — contract performance

No contract termination for default has been experienced by redthread in the past two years.



h – summary of contractor’s corporate experience

Region V LOSS Teams Interview Video

Suicide touches us all. The loss of one person affects the lives of many, many more. But that’s why the DHHS-backed Local Outreach to Suicide Survivors (LOSS) teams of Nebraska work to help suicide survivors, through their counseling and networking efforts. And when they needed a way to help the world see the good that LOSS teams do, they worked with us to capture it in a video.

We began by looking at how to present things. With the serious subject matter, we wanted to present everything very professionally. This led to using uplifting music and soft lighting through the video, as well as using straight-forward black-and-white title cards. The video featured interviews with two members of the LOSS teams, which included discussion over the team’s impact and statistics on how to help suicide survivors.

Time Period of Project:

June 2018 - September 2018

Scheduled Completion Date:

September 2018

Actual Completion Date:

September 2018

Anticipated Budget:

\$4,000

Actual Budget:

\$4,000

Reference Contact:

Terri Effle, Prevention Specialist

402-441-4367

teffle@region5systems.net



youtu.be/glu-KQean9k
or see included flash drive

h — summary of contractor's corporate experience (cont.)

West Gate Bank Video

What sets West Gate Bank apart is its quality financial services, its heritage, and its ties to the community. Wanting a way to show their differentiators to both their internal team and external audience, they began working with us to create a multi-use video.

We began working on the project with two intended purposes in mind. One would be a long-form informational version of the video, to be used when onboarding new employees, teaching them about the bank's history, it's services and the wonderful work culture. The second would take small cuts from the video and use them for social media assets. This is mind, we designed the video to cover what West Gate does section-by-section, which makes the video easier to digest for internal team members and makes it easy to pull out a section for social media usage. The video required multiple elements, including interviews with West Gate employees, b-roll, animated segments, voiceover narration and actors.

Time Period of Project:
April 2019 - July 2019

Scheduled Completion Date:
July 2019

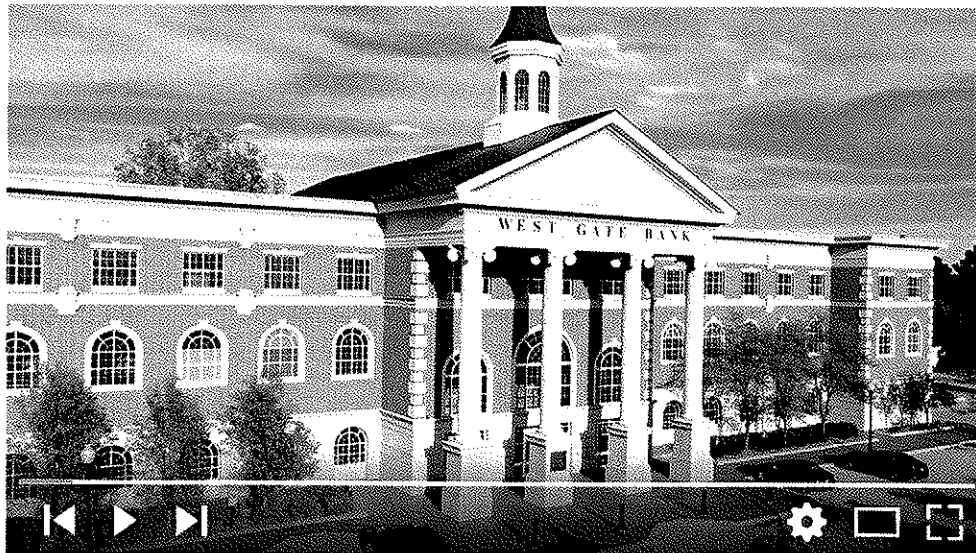
Actual Completion Date:
July 2019

Anticipated Budget:
\$9,000

Actual Budget:
\$9,000

Reference Contact:

Jennifer Morand-Ackerman, Director of Marketing
402-434-3456
402-323-8903 (direct)
jmorand-ackerman@westgate.bank



youtu.be/P8vstUI8jg8
or see included flash drive

h — summary of contractor’s corporate experience (cont.)

Hexagon Video

The future of energy transportation is an exciting one. Hexagon is a large part of this future, with their “Mobile Pipeline” technology that allows for the transportation of natural gasses to places they couldn’t reach before. But introducing new technology to an established market is a challenge, and Hexagon needed a way to show customers who stand to benefit from this pipeline.

That’s when we began working together. We wrote and produced this video around the idea that we needed to show different product applications for the mobile pipeline. Hexagon chose three major applications they’d like to focus on, which lead to us traveling around the country, to talk with various companies and individuals that have used this technology to their benefit. Using this interview footage, we found a client for each of the applications, to back what the narration was saying. We also used b-roll footage we shot in their main office and plant, combined with animated text that matched the visuals in scenes.

Time Period of Project:
March 2019 - April 2019

Scheduled Completion Date:
April 2019

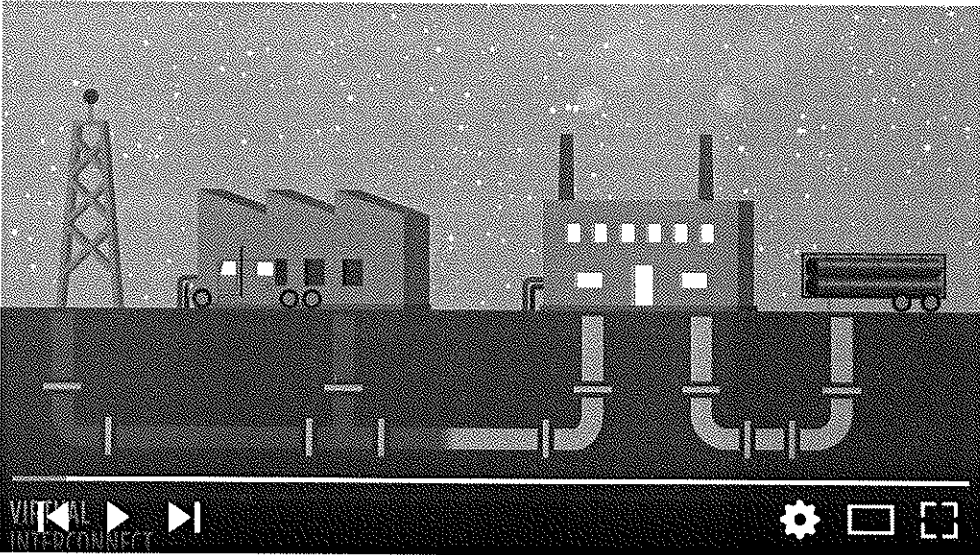
Actual Completion Date:
April 2019

Anticipated Budget:
\$30,000

Actual Budget:
\$30,000

Reference Contact:

Mark Babcock
207-838-5228
mark.babcock@hexagongroup.com



youtu.be/kk3KA15yPJs
or see included flash drive



i — summary of contractor's proposed personnel/ management approach

Planning

At the onset of a project, a project manager will highlight all important dates and milestones in our project management software, Asana. We'll share the timeline of dates and milestones with you to ensure everything lines up with your schedule. Once approved, project managers outline each and every task that will go into creating the deliverables and making sure we meet all deadlines. Tasks are assigned, working hours for each task are added, and every key member on the project is made aware of the timeline during a kickoff meeting.

An accounts executive for the client is added to each of the project tasks so when an update is requested on progress, they are also up to speed on everything. Check-in meetings with key members of the project are also outlined and made visible to our entire team.

Organization

One of the things that will set redthread apart from any competitor is our ability to find the right people for the right position. Every team member is personally selected for a project based on past work experience. They then take the items they are assigned in Asana, do their part, then meet with the rest of the project's team to gain everyone's input and collaborate.

Communication Procedures

We want our clients delighted with our progress, and never in the dark. For this reason, a designated accounts executive is provided to each client. Their cell phone number, our office phone number, and a slew of email addresses are available. We make it a point to respond day-of when possible, and never leave an email hanging on for a response longer than 24 hours. We make a point to update a client on our progress at every milestone within the project. At the request of the client, we are more than happy to provide a shared folder from our company Google Drive where deliverables and final assets can be shared.

Problem Solving

We take our morning coffee with a side of problem solving. We are always on our toes for our clients, and for our team. Where there's a will, there's a way, and our will to find the dust-covered, hidden gem of a solution is undying. Everything we face as a company and for our clients is met with a positive attitude, possibly some long work days, and most likely a eureka! moment when all was said and done. Our main focus when facing a problem is to look at situations we've conquered in the past, bring in others to gain new perspectives, and see how we can draw from our collective experiences to find the answer. There hasn't been a single issue that we've faced that a group brainstorm and some extra caffeine hasn't fixed. We're up for a challenge.

Building Consensus

No one at redthread is shy about sharing their opinions. During the ideation process we never count out any idea until we've settled on the most effective one. Internally, our final say regarding a consensus comes from our Creative Director with advice from the administrative members of a project taken into account. Then, we bring those ideas to a round-table style meeting with you that allows us to hear your take too. We'll get your thoughts, discuss among both teams and tweak any of our ideas until they feel right from both sides.

Quality Control:

Constructive criticism is a daily experience within redthread. Rest assured that every piece of creative reviewed by a client has been scrutinized internally through a few rounds of revisions before it is ever handed off. We read copy out loud, in a British accent, to help us catch misspellings or grammar issues (yes, for real). Our primary measure of quality control relies on the experience of our Art Director and Creative Director but maintaining high-quality work is a team effort. Every team member - from the CEO to part-timers - have the opportunity to be heard and play a role in molding a project.

i – summary of contractor’s proposed personnel/ management approach (cont.)



Bryan Marine

Creative Director

academic degree: n/a
number of years at redthread: 2 years
number of years in video production: 17 years
specific video skills: Bryan is trained and experienced at all levels of the video production process. Bryan owned his own video production company before joining the redthread team. He is skilled at planning, filming, directing and editing. Most recently he has focused his attention on developing his skills at directing.

references:
Tessa Burgener / Aurora Coop / tburgener@auroracoop.com / 308.641.2097
Cody Schmick / Schmick’s Meat and Beer / codyschmick@gmail.com / 308.737.0639
Kala Springer / Certified Piedmontese / kala-springer@piedmontese.com / 402.450.9450



Paul Meyer

junior creative director

academic degree: BA Studio Arts
number of years at redthread: 5 months
number of years in video production: 2 years
specific video skills: pre-production / direction / editing

references:
Patrick Angel / 28800 Ida St. Valley, NE 68064 / 402.321.0519
Donovan Beery / 900 S. 74th Plaza, Suite 100 Omaha, NE 68114 / 402.408.3072
Raechel Meyer / 6001 Dodge St, Omaha, NE 68182 / 402.290.5958



Devon Stanczyk

art director

academic degree: Bachelor’s of Fine Arts
number of years at redthread: 4.5 years
number of years in video production: 8.5 years
specific video skills: color grading / sound / shooting / editing

references:
Colleen Syron / 402.472.6850
Sarah Wischoff / 402.540.8996
Joel Christiansen / 402.430.3225

i – summary of contractor’s proposed personnel/ management approach (cont.)



Eva Lube

video producer

academic degree: BA Graphic Design
number of years at redthread: 6 months
number of years in video production: 4 years
specific video skills: filming / editing / production

references:

Don Robson / 540 South Evergreen Drive, Seward, NE 68434 / 913.406.8981
Seth Boggs / 125 N 2nd Street, Seward, NE 68434 / 402.643.5143
Aaron Nix / 1320 Sunrize Drive, Seward, NE 68434 / 903.705.3839



Andrew DeCamp

copywriter

academic degree: BA Journalism & Media
number of years at redthread: 2 months
number of years in video production: 7 years
specific video skills: pre-production / shooting / editing

references:

Andrew Busch / 402.541.3019
Maria Nazos / nazosmaria@gmail.com
Rich Claussen / 402.450.1518



Chelsea Wohlgenuth

graphic designer

academic degree: BFA Graphic Design
number of years at redthread: 1 year and 4 months
number of years in video production: 1 year and 4 months
specific video skills: Animation and motion graphics

references:

Seth Boggs / 125 N 2nd Street, Seward, NE 68434 / 402.643.5143
Don Robson / 540 South Evergreen Drive, Seward, NE 68434 / 913.406.8981
Micheal Shear 402.643.7376

i – summary of contractor’s proposed personnel/ management approach (cont.)



Jackie Young

account executive

academic degree: BA Fisheries and Wildlife Management

number of years at redthread: 1.5 years

number of years in video production: 1.5 years

specific video skills: As an Account Executive, Jackie’s main focus on video shoots surrounds managing on-site talent and working with our clients to ensure all expectations are met during production.

references:

Cynthia Brammeyer / 1937 F St, Lincoln, NE, 68510 / 402.432.2857

Susan Bulfinch / 2128 B St, Lincoln, NE, 68502 / 402.742.3050

Jon Carlson / 1445 S 20th St, Lincoln, NE, 68502 / 402.441.7224



Delaney Sommers

project manager

academic degree: Business Administration and Communications

number of years at redthread: 2 months

references:

Megan Bothwell / 5020 N 27th St, Lincoln, NE 68521 / 402-641-3318

Allison Maltick / 1201 Infinity Ct, Lincoln, NE 68512 / 402-658-2000

Katherine Overman / 3380 Ward Pkwy, Kansas City, MO 64114

j – subcontractors

redthread does not intend to subcontract any part of this project

II. TERMS AND CONDITIONS

Contractors should complete Sections II through VI as part of their proposal. Contractor is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The contractor should also provide an explanation of why the contractor rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, contractor is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and contractor fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the contractor's commercial contracts and/or documents for this solicitation.

The contractors should submit with their proposal any license, user agreement, service level agreement, or similar documents that the contractor wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the contractor's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

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

The contract resulting from this solicitation shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor's proposal (Solicitation and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with 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 the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

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

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract 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 below, 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 five (5) calendar days following deposit in the mail.

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.

C. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

D. BEGINNING OF WORK

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

E. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

F. CHANGE ORDERS OR SUBSTITUTIONS

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

G. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

H. BREACH

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

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

I. NON-WAIVER OF BREACH

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

ASH			
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The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

J. SEVERABILITY

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

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

K. INDEMNIFICATION

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

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY (Optional)

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

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

3. PERSONNEL

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

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

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

L. ATTORNEY'S FEES

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

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

M. ASSIGNMENT, SALE, OR MERGER

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

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

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

N. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

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

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The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

O. FORCE MAJEURE

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

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

P. CONFIDENTIALITY

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

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

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

Q. OFFICE OF PUBLIC COUNSEL (Statutory)

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

R. LONG-TERM CARE OMBUDSMAN (Statutory)

Contractor must comply with the Long-Term Care Ombudsman Act, per Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.

S. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

T. CONTRACT CLOSEOUT

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

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to

comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;

4. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

The Contractor 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 Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor 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.
4. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly

executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

F. PRICES

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

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the first year of the contract. Any request for a price increase subsequent to the first year of the contract shall not exceed ten percent (10%) of the price proposed for the period. The request for a price increase must be submitted in writing to the Department of Health and Human Services a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

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

G. COST CLARIFICATION

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

H. PERMITS, REGULATIONS, LAWS

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

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

J. INSURANCE REQUIREMENTS

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

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

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

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and

Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE		
COMMERCIAL GENERAL LIABILITY		
General Aggregate		\$2,000,000
Products/Completed Operations Aggregate		\$2,000,000
Personal/Advertising Injury		\$1,000,000 per occurrence
Bodily Injury/Property Damage		\$1,000,000 per occurrence
Medical Payments		\$10,000 any one person
Damage to Rented Premises (Fire)		\$300,000 each occurrence
Contractual		Included
Independent Contractors		Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>		
WORKER'S COMPENSATION		
Employers Liability Limits		\$500K/\$500K/\$500K
Statutory Limits- All States		Statutory - State of Nebraska
Voluntary Compensation		Statutory
COMMERCIAL AUTOMOBILE LIABILITY		
Bodily Injury/Property Damage		\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability		Included
Motor Carrier Act Endorsement		Where Applicable
UMBRELLA/EXCESS LIABILITY		
Over Primary Insurance		\$5,000,000 per occurrence
MANDATORY COI SUBROGATION WAIVER LANGUAGE		
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."		
MANDATORY COI LIABILITY WAIVER LANGUAGE		
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."		

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Department of Health and Human Services
 Division of Public Health
 Attn: Drug Overdose Prevention Program Manager
 301 Centennial Mall S., 3rd floor
 Lincoln, NE 68508

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 Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

K. ANTITRUST

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

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

L. CONFLICT OF INTEREST

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

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

The contractor 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 goods and services hereunder or which creates an actual or an appearance of conflict of interest.

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

The Parties shall not knowingly, for a period of two (2) years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the solicitation or project, or who had any influence on decisions affecting the Solicitation or project.

M. SITE RULES AND REGULATIONS

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

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

N. ADVERTISING

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

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

O. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

P. DISASTER RECOVERY/BACK UP PLAN

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

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

Q. DRUG POLICY

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

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

R. WARRANTY

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

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this

Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall include at a minimum deliverable name(s), date(s) of services, and total amount. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. Address and/or email address for invoice delivery shall be provided to the awarded bidder upon contract execution.

D. INSPECTION AND APPROVAL

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

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract 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.

E. PAYMENT (Statutory)

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

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services

provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

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

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (0.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

Form A
Contractor Proposal Point of Contact
Request for Proposal Number 6156 Z1

Form A should be completed and submitted with each response to this solicitation. This is intended to provide the State with information on the contractor's name and address, and the specific person(s) who are responsible for preparation of the contractor's response.

Preparation of Response Contact Information	
Contractor Name:	Red Thread Creative LLC (redthread)
Contractor Address:	201 N 7th Street Ste. 208 Lincoln, NE 68508
Contact Person & Title:	Adam Kroft, Partner CEO
E-mail Address:	adam@redthreadads.com
Telephone Number (Office):	531-500-3883
Telephone Number (Cellular):	402-525-5984
Fax Number:	-

Each contractor should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the contractor'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	
Contractor Name:	Red Thread Creative LLC
Contractor Address:	201 N 7th Street Ste. 208 Lincoln, NE 68508
Contact Person & Title:	Adam Kroft, Partner CEO
E-mail Address:	adam@redthreadads.com
Telephone Number (Office):	531-500-3883
Telephone Number (Cellular):	402-525-5984
Fax Number:	-

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

CONTRACTOR MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the contractor guarantees compliance with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that contractor maintains a drug free work place.


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

NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" 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 Solicitation.

_____ 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 contract.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	Red Thread Creative, LLC
COMPLETE ADDRESS:	201 N 7 th St. Ste. 208 Lincoln, NE 68508
TELEPHONE NUMBER:	(531) 500 - 3883
FAX NUMBER:	_____
DATE:	10/25/2019
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Adam Kroft, CEO