



Proposal for Contractual Services

Response to RFP 113578 O3

State of Nebraska, Department of Health and Human Services

December 2022

REDACTED

Submitted by

Nelnet Government Services, LLC

[Redacted signature block]



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Glossary of Abbreviations and Acronyms

Abbreviation/Acronym	Definition
2D	Two-Dimensional
API	Application Programming Interface
BPO	Business Process Outsourcing
[REDACTED]	[REDACTED]
CR	Change Request
CRM	Customer Relationship Management
DETR	Nevada Department of Employment, Training, and Rehabilitation
DHHS	Nebraska Department of Health and Human Services
DOL	Nebraska Department of Labor
[REDACTED]	[REDACTED]
FCC	Federal Communications Commission
FedRAMP	Federal Risk and Authorization Management Program
FFEL	Federal Family Education Loan
FIPS	Federal Information Processing Standards
FISMA	Federal Information Security Management Act
FSA	Federal Student Aid
Great Lakes	Great Lakes Educational Loan Services, Inc.
HAF	Homeowner Assistance Fund
HIPAA	Health Insurance Portability and Accountability Act
IPCC	IP Contact Center
IPSec	Internet Protocol Security
IT	Information Technology
IVR	Interactive Voice Response
KPI	Key Performance Indicator
Mbps	Megabytes Per Second
Nelnet	Nelnet Government Services, LLC
NEMA	Nebraska Emergency Management Agency
NIFA	Nebraska Investment Finance Authority
NIST	National Institute of Standards and Technology

Abbreviation/Acronym	Definition
PII	Personally Identifiable Information
SEC	U.S. Securities and Exchange Commission
SP	Special Publication
SQL	Structured Query Language
TIVAS	Title IV Additional Servicers
TPD	Total and Permanent Disability
USPS	U.S. Postal Service
VDI	Virtual Desktop Infrastructure
VPN	Virtual Private Network

This proposal contains proprietary information related to Nelnet's business practices, personnel, clients, and vendors. A redacted copy is provided so that proprietary information can be excluded from public posting.

**Form A
Bidder Proposal Point of Contact
Request for Proposal Number 113578 O3**

Form A should be completed and submitted with each response to this solicitation. 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.

Preparation of Response Contact Information	
Bidder Name:	Nelnet Government Services, LLC
Bidder Address:	121 South 13 th Street, Lincoln, NE 68508
Contact Person & Title:	[REDACTED]
E-mail Address:	[REDACTED]
Telephone Number (Office):	[REDACTED]
Telephone Number (Cellular):	[REDACTED]
Fax Number:	[REDACTED]

Each bidder should 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:	Nelnet Government Services, LLC
Bidder Address:	121 South 13 th Street, Lincoln, NE 68508
Contact Person & Title:	[REDACTED]
E-mail Address:	[REDACTED]
Telephone Number (Office):	[REDACTED]
Telephone Number (Cellular):	[REDACTED]
Fax Number:	[REDACTED]

Form B

Form B is provided as a separate document (File 2).

1. Corporate Overview

A. Contractor Identification and Information




Company Name	Nelnet Government Services, LLC, a subsidiary of Nelnet, Inc.
Headquarters	121 South 13 th Street, Lincoln, NE 68508
Type	Corporation

State of Incorporation	Nebraska
First Organized	<ul style="list-style-type: none"> 1978 – Founded as the UNIPAC Loan Service Corporation 1996 – Finance company that eventually becomes Nelnet, Inc. is formed 2000 – UNIPAC merges with Nelnet, Inc. 2016 – Nelnet Government Services formed as the business entity for government contracts

B. Financial Statements

Audited financial statements are publicly available through at NelnetInvestors.com in Nelnet, Inc.'s annual report and U.S. Securities and Exchange Commission (SEC) filings. Financial information for Nelnet Government Services, LLC (Nelnet) is reported in the Loan Servicing and Systems operating segment.

Our fiscally responsible representative is:


 131 South 13th Street
 Lincoln, NE 68508



No such condition exists regarding Nelnet having any judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization.

C. Change of Ownership

Nelnet anticipates no change in ownership or control of the company during the 12 months following the proposal due date.

D. Office Location

Nelnet is a Nebraska-based organization, headquartered in Lincoln, with additional offices throughout the state. The Nelnet Print and Mail Center is located in Madison, Wisconsin.

Our key personnel (refer to section [I. Summary of Bidder's Proposed Personnel/Management Approach](#)) are primarily located in Lincoln and work out of our headquarters on a regular basis. Our more than 3,200 operational associates—many of whom live in Nebraska—embrace our successful work-from-home model and typically work remotely. **We will prioritize recruiting and hiring Nebraska-based associates as needed to fulfill Nebraska Department of Health and Human Services (DHHS)'s project needs to maintain a local, more personalized service to ACCESSNebraska applicants.**

Best Places to Work in Lincoln

Nelnet was named one of the “**Best Places to Work**” in Lincoln by Woods Aitken LLP, the *Lincoln Journal Star*, and the Lincoln Human Resource Management Association in 2022. Nelnet was acknowledged for creating an enjoyable corporate culture and work environment that fosters personal and professional growth for our associates.

Whether working remotely or in a Nelnet office, our associates use secure hardware/software packages to **ensure data security, effective monitoring, quality assurance, and compliance processes.**

E. Relationships with the State

Nelnet is a Nebraska-based company and has developed a strong relationship with the State over the past two years through our work on various projects.

- ✔ **Unemployment Insurance Benefits and Adjudication Support for the Nebraska Department of Labor (DOL) (April 2020-August 2021):** With the first contract, beginning in April 2020, 100 full-time Nelnet associates supported the adjudication process for unemployment insurance claims until October. In October 2020, a new contract with DOL increased Nelnet’s support to 200 full-time associates in less than a week.
- ✔ **Contact Tracing Support for DHHS (August 2020-July 2021):** Nelnet provided contact tracing services by placing outgoing telephone calls to individuals who had been diagnosed with or potentially exposed to COVID-19, and assisted the Douglas County Health Department with vaccination registrations. Refer to the [Contact Tracing and Vaccine Helpline Support for DHHS](#) section for project details.
- ✔ **Vaccine Helpline Support for DHHS (September 2021-April 2022):** Nelnet provided staff and a telephony solution for the State’s vaccine helpline. Refer to the [Contact Tracing and Vaccine Helpline Support for DHHS](#) section for project details.
- ✔ **Homeowner Assistance Fund (HAF) Program Support for the Nebraska Emergency Management Agency (NEMA) and the Nebraska Investment Finance Authority (NIFA) (February 2022-Present):** We manage the day-to-day operations for the Nebraska HAF Program, providing contact center support, helping residents through the application process, and reviewing applications, among other tasks. In collaboration with NIFA, Nelnet created a phone queue to handle inbound calls—supporting interactions in both English and Spanish—and implemented call recordings and an after-hours message option. We review weekly telephony stats with NIFA to better understand when customers are calling and why, and whether any system changes need to be made.

F. Bidder’s Employee Relations to State

No party named in this proposal is or was an employee of the State of Nebraska within the past two years.

G. Contract Performance

In the past five years, Nelnet has not had a contract terminated for default, non-performance, non-allocation of funds.

In 2021, Nelnet’s contract with the [REDACTED] was terminated due to convenience. The contract termination was mutually agreed upon by both parties.

Table 1 provides Nelnet’s point of contact at [REDACTED].

Client	[REDACTED]
Name and Title	[REDACTED]
Phone Number	[REDACTED]
Email	[REDACTED]

Table 1. [REDACTED] Contact Information.

H. Summary of Bidder’s Corporate Experience

Nelnet and our affiliates have provided business process outsourcing (BPO) services for more than 40 years, with experience staffing and managing contact centers and delivering high-quality customer experiences for clients that include local, state, and federal governments, as well as commercial companies. Figure 1 lists three clients, including DHHS, and highlights our experience and the key services supplied to each client that Nelnet will bring to the ACCESSNebraska project.

	CONTACT CENTER SUPPORT	CUSTOMER CONFIDENTIALITY & EMPATHY	MAIL FULFILLMENT	TECHNOLOGY (TELEPHONY)	TECHNOLOGY (SECURITY)
DHHS	✓	✓		✓	✓
U.S. Department of Education	✓	✓	✓	✓	✓
[REDACTED]	✓	✓	✓	✓	✓

Figure 1. Nelnet’s Experience. Nelnet’s solution leverages our experience providing similar services to clients, including DHHS, in various industries.

The following sections represent a sample of projects—similar to ACCESSNebraska in size, scope, and complexity—where Nelnet and our affiliates have provided services to [DHHS](#), the [U.S. Department of Education](#), and [REDACTED] as the prime contractor.

Contact Tracing and Vaccine Helpline Support for DHHS

Table 2 provides the requested information regarding our contract tracing and vaccine helpline projects with DHHS.

Time Period of Project	Contact Tracing: August 2020-July 2021 Vaccine Helpline: July 2021-April 2022
Originally Scheduled Completion Date	Contact Tracing: December 2020 Vaccine Helpline: August 2022
Actual (or Currently Planned) Completion Date	Contact Tracing: July 2021 Vaccine Helpline: April 2022

Originally Scheduled Budget	Contact Tracing: \$18,705,665 Vaccine Helpline: \$4,416,000
Actual (or Currently Planned) Budget	Contact Tracing: \$13,203,629 Vaccine Helpline: \$650,133

Table 2. DHHS Project Details.

Contact Tracing

From August 2020 through July 2021, Nelnet performed contact tracing services for DHHS, including case investigation, by placing outgoing telephone calls to individuals diagnosed with or potentially exposed to COVID-19. Associates performing the services were experienced with:

- Health Insurance Portability and Accountability Act (HIPAA) training and guidelines.
- Conducting patient and contact interviews.
- Performing risk assessments and providing isolation or quarantine guidance accordingly.

Beginning in August 2020, Nelnet deployed 50 full-time associates—and had **450 backups ready**—to support Nebraska’s contact tracing efforts. As COVID-19 case levels increased, DHHS requested additional support. **We ramped up those 450 associates within four weeks, bringing our headcount to 500 to support peak volume** in December 2020.

In February 2021, Nelnet began assisting the Douglas County Health Department, which had thousands of vaccination registrations to enter into the Nebraska State Immunization Information System. **Within the first week of production, our associates updated more than 16,000 vaccination registrations, completely resolving the department’s backlog.** Under DHHS’s direction, Nelnet supported Douglas County into April, while also expanding DHHS support to other local health departments across the state. Based on this success, we deployed additional associates to assist Douglas County in addressing public questions about vaccines and registering for appointments via its vaccine helpline.

Vaccine Helpline Support

In addition to our contact tracing work for DHHS, Nelnet provided staff and a telephony platform for Nebraska’s vaccine helpline. Beginning September 2021, our HIPAA-certified associates answered incoming calls from Nebraska residents regarding the vaccination process, timeline, and distribution, as well as other COVID-19-related public health concerns.

Contact Information

Table 3 provides Nelnet’s point of contact at DHHS.

Client	Nebraska Department of Health and Human Services
Name and Title	[REDACTED]
Phone Number	[REDACTED]
Fax Number	N/A
Email	[REDACTED]

Table 3. DHHS Contact Information.

TPD Program Support for the U.S. Department of Education

Table 4 provides the requested information regarding our total and permanent disability (TPD) program support for the U.S. Department of Education.

Time Period of Project	July 2012-Present
Originally Scheduled Completion Date	September 2010
Actual (or Currently Planned) Completion Date	Current contract will expire December 2023
Originally Scheduled Budget	\$142,170,031
Actual (or Currently Planned) Budget	\$25,528,422

Table 4. U.S. Department of Education TPD Project Details.

Nelnet supports more than 18 million borrowers through our student loan servicing contract with the U.S. Department of Education. For the last 10 years, we have also maintained a specialty TPD servicing contract, under which we have assisted customers who have a variety of disabilities. We operate a multichannel telephony platform that includes an Interactive Voice Response (IVR) system, inbound queues, and chat and email functionality for more than 90 contact center associates to provide quality customer service. Associates performing the services are experienced with:

- Providing bilingual contact center support, including multichannel inbound inquiries and outbound outreach.
- Assisting borrowers with filling out applications and reviewing discharge applications to determine eligibility.
- Utilizing technical servicing platform and tools, including telephony and digital engagement layer (e.g., customer and partner portals, mobile app).
- Providing intake, imaging, print, and mail solutions.
- Using Metastorm, a complex customer relationship management (CRM) software that has been customized to capture customer calls and serve as a team workflow tool.

Contact Center

Services rendered under the TPD contract require customer confidentiality and empathy related to personal medical conditions. Our associate training program emphasizes empathy and compassion in interacting with customers who are experiencing difficult life circumstances. **This is one of our most rigorously monitored contracts, and our experience with the TPD program serves as the foundation for our quality team’s procedures, which are applied organization-wide across all business lines.**

High-Performing Associates

In 2019 (before COVID-19), our TPD contact center associates handled **more than 916,000 inbound calls.**

Inbound and outbound interactions with customers are integrated with our workflow management, image repository, digital platform, and CRM solutions. Contact center and back-office associates can easily access customer-submitted correspondence and view outbound communications to provide customers with informed responses

Mail Fulfillment

Nelnet offers a mail fulfillment management approach to support all mail processing activities, including imaging, indexing, and outbound print functionality. Minimizing risk to business operations, the fulfillment solution runs in a secure, redundant environment with a full disaster recovery protocol in place.

Before COVID-19, Nelnet processed an average 196,000 mail sets each month for the TPD contract. Nelnet also processes returned mail by locating addresses through one of many vendor systems. Using these resources, we have a 92 percent success rate of locating customers.

We abide by a response time of two business days to apply any address updates received from a customer or from U.S. Postal Service (USPS) reporting, address correction service reporting, or forward data. Through tracking this data, **we have met our two-business-day requirement 100 percent of the time for the past five years.** Using a Pitney Bowes ConnectRight Mailer software tool, we can proactively update addresses prior to mailing. This tool has access to four years of USPS data, which can return more current, more accurate address data.

Returned Mail Management

Nelnet worked **more than 134,000 pieces of returned mail** for TPD in 2019 (before COVID-19), not including mail with forwarding addresses.

Telephony

Nelnet leverages [REDACTED] for our telephony solution for the U.S. Department of Education, supporting inbound and outbound dialing, call recording, email and chat interactions, and workforce management functions. **This call management solution has existing capacity to support 10,000 concurrent inbound calls—exceeding the U.S. Department of Education’s peak volume.**

Federal Security Requirements

In support of our federal contracts, the majority of our associates have 5C or 6C security clearance to help ensure we bring high-quality, trusted resources to each project. Nelnet also provides an extra layer of security badge restrictions reserved for associates with 5C or 6C security clearance, whose job duties require them to process any federal data. Only Nelnet associates with federal clearance are granted access to these areas—all others must be escorted by an authorized Nelnet associate.

Contact Information

[Table 5](#) provides Nelnet’s point of contact at the U.S. Department of Education.

Client	U.S. Department of Education
Name and Title	[REDACTED]
Phone Number	[REDACTED]
Fax Number	N/A
Email	[REDACTED]

Table 5. U.S. Department of Education Contact Information.

[Redacted]

Table 6 provides the requested information regarding our [Redacted].

Time Period of Project	[Redacted]
Originally Scheduled Completion Date	[Redacted]
Actual (or Currently Planned) Completion Date	[Redacted]
Originally Scheduled Budget	[Redacted]
Actual (or Currently Planned) Budget	[Redacted]

Table 6. [Redacted] Project Details.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

[Redacted]

[Redacted]

[Redacted]

Contact Information

Table 7 provides Nelnet's point of contact at [REDACTED].

Client	[REDACTED]
Name and Title	[REDACTED]
Phone Number	[REDACTED]
Fax Number	N/A
Email	[REDACTED]

Table 7. [REDACTED] Contact Information.

I. Summary of Bidder's Proposed Personnel/Management Approach

Our proposed project team (Figure 2) has an average tenure of 18.5 years with Nelnet, with experience managing call centers for government and commercial clients, including DHHS, other state agencies, and the U.S. Department of Education.

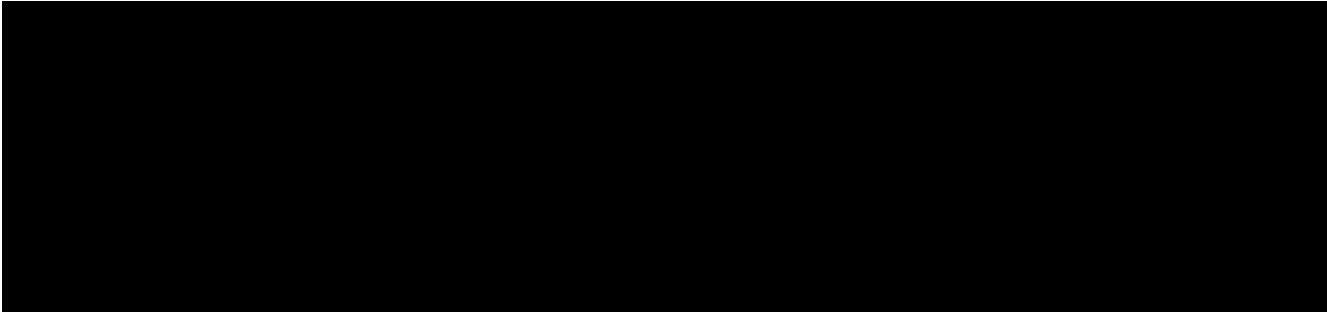


Figure 2. Nelnet's Project Team. Our exceptional leaders have demonstrated experience managing high-performing contact center operations that exceed client expectations.

This project team oversees 3,200-plus contact center and back-office processing associates—including more than 90 bilingual staff members.

- [REDACTED]
- [REDACTED]
- [REDACTED]

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

[Appendix A – Resumes](#) describes each leader’s individual experience and qualifications for carrying out DHHS’s requirements.

J. Subcontractors

Nelnet does not intend to use subcontractors for this opportunity.

2. Solution Approach

1. Understanding of the Project Requirements

Nelnet understands the requirements to provide DHHS a full-service contact center, back-office processing, and mail fulfillment solution for ACCESSNebraska, and will work with DHHS to deliver high-performing associates for this project, providing a locally based resource to aid Nebraska residents. Our decades of experience providing contact center, operational, and print and mail fulfillment services in complex, highly regulated industries has strengthened our ability to support clients such as state and federal agencies, non-profit organizations, commercial businesses, and financial services institutions. We have shown flexibility to scale, implement program changes quickly, and remain compliant.

Our customers and clients may have different goals, but they all rely on us to help them achieve those goals. That is why we take time to truly understand them—we learn what matters to them, research what will meet their needs, and fully commit to helping them succeed. **Having Nebraska-based associates assigned to this project will add a deeper layer of empathy to our approach in assisting fellow Nebraskans.**

2. Proposed Development Approach

Nelnet will support DHHS by managing contact center operations, back-office processing, and mail fulfillment beginning in January 2023. Our solution for DHHS leverages our experience providing similar services for other clients, is flexible to meet DHHS’s goals and requirements, and follows a collaborative process ([Table 8](#)) for project success.

Deliverable	Description
[Redacted]	<ul style="list-style-type: none"> • [Redacted] • [Redacted]

Deliverable	Description
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]

Table 8. Proposed Project Implementation Process. Our project implementation process has allowed us to successfully collaborate with and provide services for clients like DHHS.

Nelnet will provide a full-service contact center solution—consisting of telephony, back-office processing, and mail fulfillment—by providing secure facilities, equipment (e.g., telephone instruments, related lines, and cable), telephone service, software, staff, and training that complies with all federal and state laws and regulations. We will collaborate with DHHS to support and design workflows, portals, CRM interfaces, and any technical component directly impacting the efficiency of BPO services.

3. Technical Considerations

Nelnet will meet with DHHS to understand the configurations, integrations, and other details desired for the technology solution. This includes creating a virtual desktop environment supporting associates who will complete required functions, which will integrate to DHHS’s solutions through open APIs or virtual private network (VPN), as applicable. The contact center technology will be built to mutually agreed-upon requirements. Nelnet’s telephony infrastructure provides functionality, configurability, integration, security, compliance, and a quality customer experience.

We employ a comprehensive security program to ensure the highest degree of protection for sensitive information; our technical solutions comply with National Institute of Standards and Technology (NIST) guidelines.

4. Detailed Project Work Plan

Nelnet will work with DHHS to develop a contact center, back-office processing, and mail fulfillment solution throughout several phases. **As a Nebraska-based company, Nelnet is available to meet with DHHS in person**, if desired, for a more personalized planning experience. The following milestones and the activities associated with each step will guide our collaboration and a successful solution delivery.

- **Milestone 1:** Contract Award

- **Milestone 2:** Project Kickoff
- **Milestone 3:** Project Planning
- **Milestone 4:** Contact Center Application
- **Milestone 5:** Technology Implementation
- **Milestone 6:** Hiring and Training
- **Milestone 7:** Cutover
- **Milestone 8:** Ongoing Status Updates

Refer to [Appendix B – Project Plan](#) for additional information on solution delivery. Nelnet will refine each component and its timeline to best meet DHHS’s needs after contract award and discussions with DHHS.

5. Deliverables and Due Dates

Our project plan describes a six-week project onboarding process, including one week of training for associates; Nelnet has the flexibility and experience to deploy more quickly and meet DHHS’s desired go-live date. Refer to [Appendix B – Project Plan](#) for additional information.

3. Required Bidder Responses

Per the Q&A, Attachment 3 is provided as a separate document (File 3).

Conclusion

Nelnet, Inc. was founded more than 40 years ago with one simple idea: **to serve others**. Since then, we’ve grown to be one of the nation’s largest and most respected education loan servicers, a leading BPO provider, and a committed partner for clients across a range of industries. Nelnet’s and our affiliates’ decades of experience—including our experience working with DHHS—will guide us in delivering **committed, empathetic service to Nebraskans** applying for and seeking information regarding Nebraska Medicaid and Economic Assistance programs.

DHHS will work with familiar Nelnet leadership and have the opportunity to collaborate on the ACCESSNebraska project in person, if desired. We look forward to providing a high-quality level of service throughout and beyond our proposed project schedule to strengthen our relationship with DHHS and support fellow Nebraskans.

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VII as part of their proposal. Bidder should read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, bidder 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 bidder 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 bidder's commercial contracts and/or documents for this solicitation.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder'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:

- If only one Party has a particular clause then that clause shall control;
- If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
- 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:
<i>JB</i>			None

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

- Request for Proposal and Addenda;
- Amendments to the solicitation;
- Questions and Answers;
- Contractor's proposal (Contractor's response to the solicitation and properly submitted documents); and
- 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:
JB			None

Bidder 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. NOTICE (POC)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JB			None

The State reserves the right to appoint a Contract Manager to manage the contract on behalf of the State. The Contract Manager will be appointed in writing, and the appointment document will specify the extent of the Contract Manager authority and responsibilities. If a Contract Manager is appointed, the Contractor will be notified, and is expected to cooperate accordingly with the Contract Manager. The Contract Manager has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. 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.

E. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JB			None

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

F. AMENDMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JB			None

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

G. CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JB			None

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

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

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

*****Contractor will not substitute any item that has been awarded without prior written approval of DHHS*****

H. VENDER PERFORMANCE REPORT(S)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JB			None

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JB			None

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.

J. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		JB	<p>Alternative: 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 <u>(including, in the case of the State, the State's failure to timely pay any amounts due on any applicable invoice).</u></p> <p>Alternative: Said notice shall be delivered by Certified Mail, Return Receipt Requested, <u>recognized overnight courier service</u> or in person with proof of delivery, <u>with a copy via email.</u></p> <p>Alternative: In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State 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.</p> <p>The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.</p>

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. 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.

K. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JB			None

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.

L. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JB			None

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.

M. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		JB	Alternative: 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, <u>gross</u> 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 results from <u>the written direction of the State</u> or is attenuated by any action or <u>omission</u> of the State which directly and proximately contributed to the claims.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			<p>Alternative: <u>If in Contractor's sole discretion, the foregoing is not commercially practicable, Contractor may terminate this Agreement and provide the State a refund of any prepaid, unused fees for the Services. The foregoing shall be the State's sole and exclusive remedy for any such claims. 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.</u></p> <p>Alternative: LIMITATION ON LIABILITY <u>Neither party will be liable for any special, indirect, punitive or consequential damages, including lost profits or revenue arising out of or related to this agreement and the services and/or products supplied under this agreement, even if the parties have knowledge of the possibility of such damages and whether or not such damages are foreseeable. Even if Contractor was advised of the possibility of damage and even if a stated remedy fails in its essential purpose, contractor's total liability under this agreement for any claims or damages of any kind and based on any theory of law shall not exceed, with all claims aggregated, the total amount of the fees incurred by the State hereunder during the ninety (90) day period immediately preceding the date on which the claim(s) arose. Any claim by the State against Contractor, including any indemnification claims brought under this Section M, shall be brought within one year following earlier of (a.) the date on which the State has actual knowledge or should reasonably have known of the claim or events giving rise to the same, or (b.) termination or expiration of this Contract.</u></p>

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.

INTELLECTUAL PROPERTY

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

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

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.

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 (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 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.

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.

N. ATTORNEY’S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JB			None

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.

O. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		JB	Alternative: Either Party may assign the Contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld. <u>Notwithstanding the foregoing, Contractor may without consent of the State assign this Contract (i) in connection with the sale of substantially all of the assets of the Contractor, or (ii) to any subsidiary or other affiliate of Contractor.</u>

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.

P. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JB			None

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.

Q. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JB			None

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

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

R. 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.

S. 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.

T. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JB			None

The contract may be terminated as follows:

The State and the Contractor, by mutual written agreement, may terminate the contract at any time.

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.

The State may terminate the contract immediately for the following reasons:

- if directed to do so by statute;
- 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;
- a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
- fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
- 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;
- a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- Contractor intentionally discloses confidential information;
- Contractor has or announces it will discontinue support of the deliverable; and,
- In the event funding is no longer available.

U. Contract Closeout

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JB			None

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

- Transfer all completed or partially completed deliverables to the State;
- Transfer ownership and title to all completed or partially completed deliverables to the State;
- 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;
- Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
- Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
- Return or vacate any state owned real or personal property; and,
- 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:
JB			None

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:

- Any and all pay, benefits, and employment taxes and/or other payroll withholding;
- Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
- Damages incurred by Contractor's employees within the scope of their duties under the contract;
- 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;
- Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
- 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:
JB			None

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:

The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at https://das.nebraska.gov/materiel/purchase_bureau/vendor-info.html

The completed United States Attestation Form should be submitted with the solicitation response.

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.

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:
JB			None

Contractor may be required to work with 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. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JB			None

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.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JB			None

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.

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		JB	Alternative: In the event that any policy written on a claims-made basis terminates or is canceled during the term of the Contract Period or within five (5) years <u>one (1) year</u> 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 Contract Period and five (5) years <u>one (1) year</u> following termination or expiration of the contract.

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:

- Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
- 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,
- 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 five (5) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and five (5) years following termination or expiration of the contract.

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

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

1. WORKERS' COMPENSATION INSURANCE

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

COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General 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.**

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
XCU Liability (Explosion, Collapse, and Underground Damage)		Included
Independent Contractors		Included
Abuse & Molestation		Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>		
WORKER'S COMPENSATION		
Employers Liability Limits		\$500K/\$500K/\$500K

REQUIRED INSURANCE COVERAGE	
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$10,000,000
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 & policy 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.'	

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.

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.

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.

H. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JB			None

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.

I. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JB			None

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

J. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JB			None

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.

K. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the 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.

L. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JB			None

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.

M. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JB			None

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.

N. WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JB			None

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 the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all 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.

O. LOBBYING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JB			None

1. No federal or state funds paid under this RFP shall be paid for any lobbying costs as set forth herein.
2. Lobbying Prohibited by 31 U.S.C. § 1352 and 45 CFR §§ 93 et seq, and Required Disclosures.
 - a. Contractor certifies that no federal or state appropriated funds shall be paid, by or on behalf of Contractor, 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.
 - b. 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 Contractor, Contractor shall complete and submit Federal Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.
3. Lobbying Activities Prohibited under Federal Appropriations Bills.
 - a. No paid under this RFP shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local

- legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government itself.
- b. No funds paid under this RFP shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - c. The prohibitions in the two sections immediately above shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale of marketing, including but not limited to the advocacy or promotion of gun control.
4. **Lobbying Costs Unallowable Under the Cost Principles.** In addition to the above, no funds shall be paid for executive lobbying costs as set forth in 45 CFR § 75.450(b). If Contractor is a nonprofit organization or an Institute of Higher Education, other costs of lobbying are also unallowable as set forth in 45 CFR § 75.450(c).

P. AMERICAN WITH DISABILITIES ACT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JB			None

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Pub.L. 110–325, 122 Stat. 3553 (2008)), which prohibits discrimination on the basis of disability by public entities.

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:
JB			None

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices must include the following information:

- Billing period
- Number of calls handled and/or made
- Average Handled Time (AHT)
- The tier you are billing for and the dollar amount
- Printing and postage dollar amount. On an attached document itemize the postage and printing with Customer name, number of pages printed, postage amount and the mailing date.

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.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		JB	Alternative: H. RIGHT TO AUDIT <u>In connection with any such audits or reviews, Contractor agrees to provide, annually, up to forty (40) hours of assistance by Contractor employees. Any additional assistance requested by the State will be provided at an hourly rate of one hundred and fifteen dollars (\$115.00). Such fee is subject to change at Contractor's reasonable discretion but upon at least thirty (30) days' advance written notice to the State.</u>

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 corporate 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)**
 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).

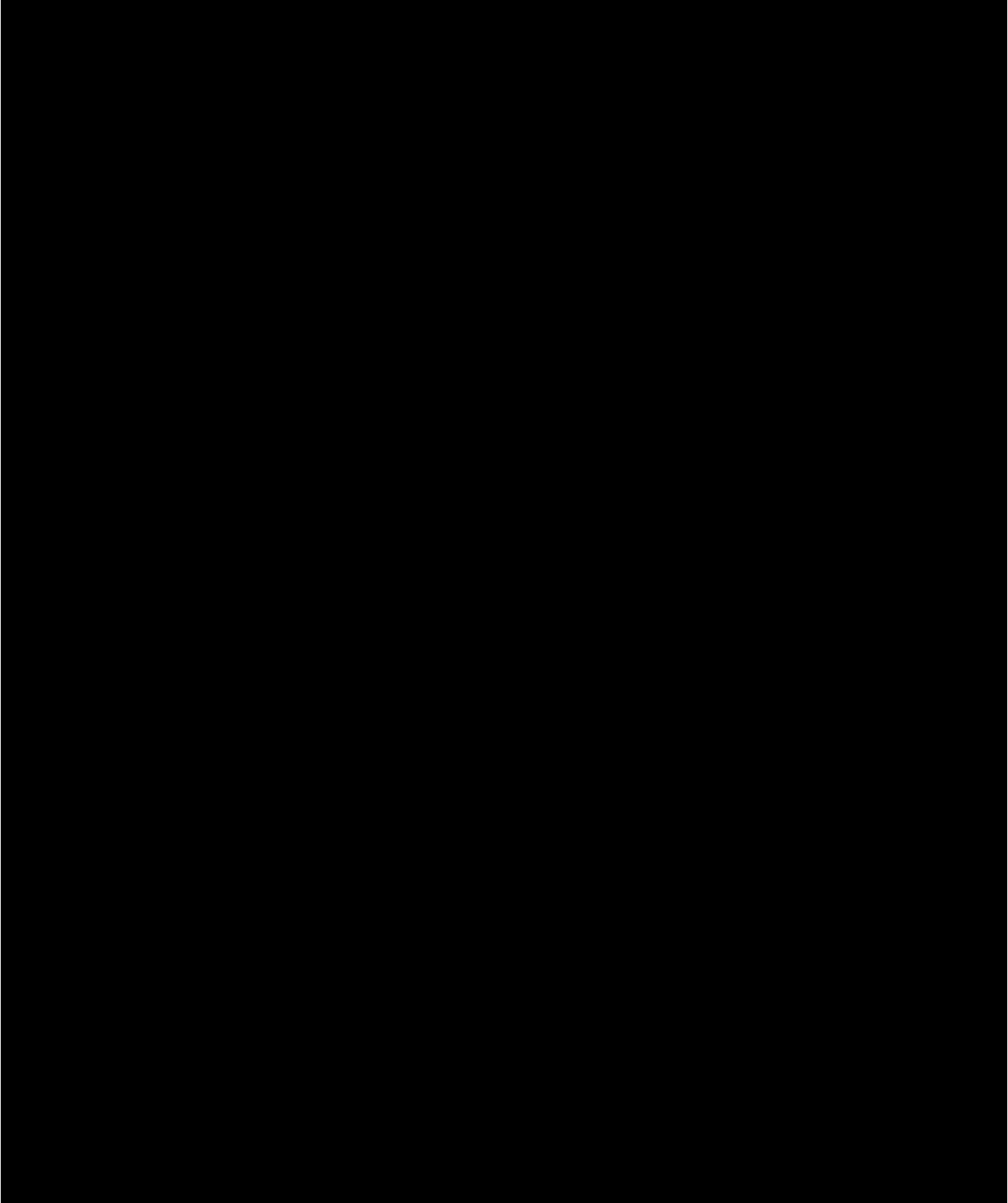
- G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)**
 The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State 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.

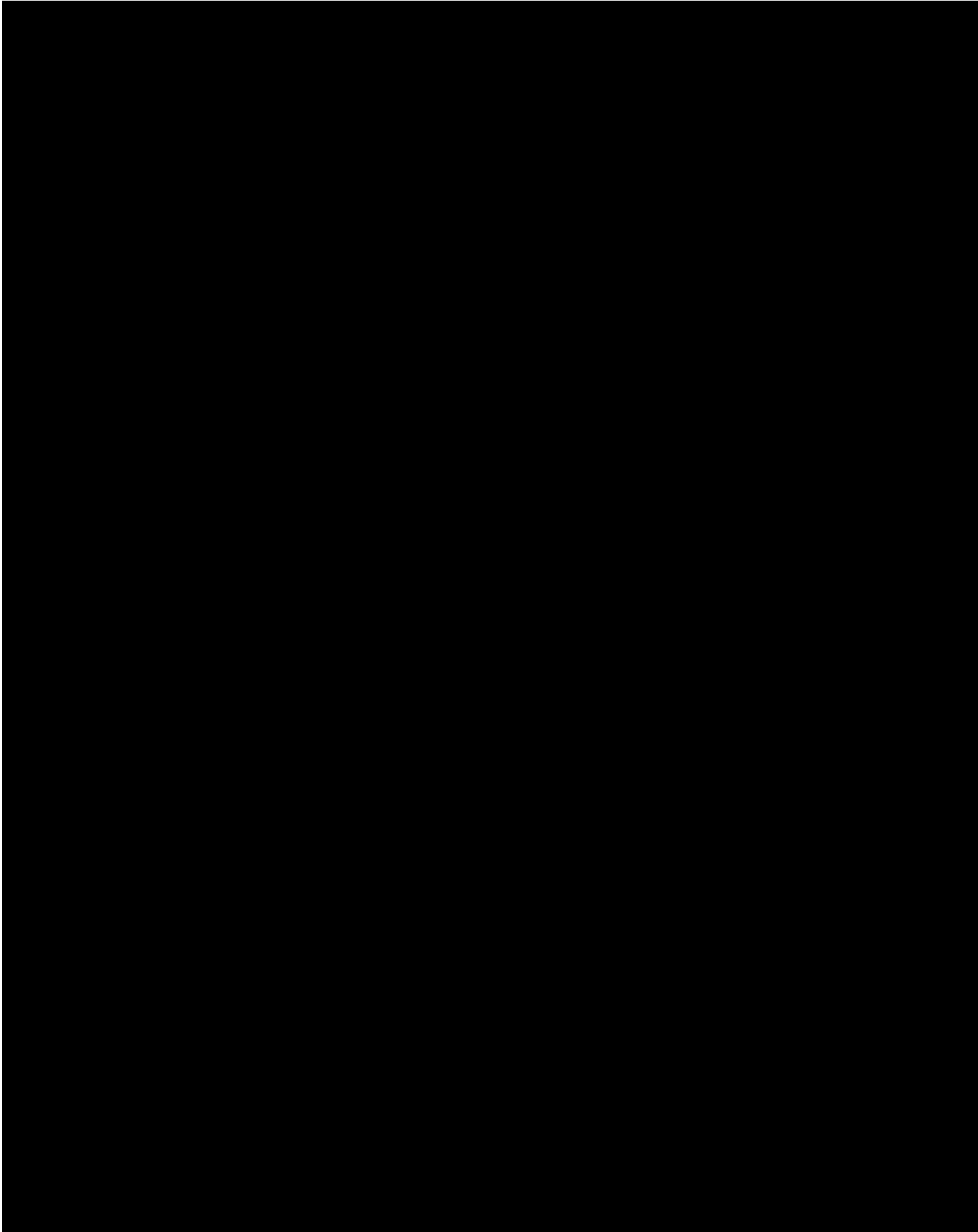
- H. RIGHT TO AUDIT (First Paragraph is Statutory)**
 The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other 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.

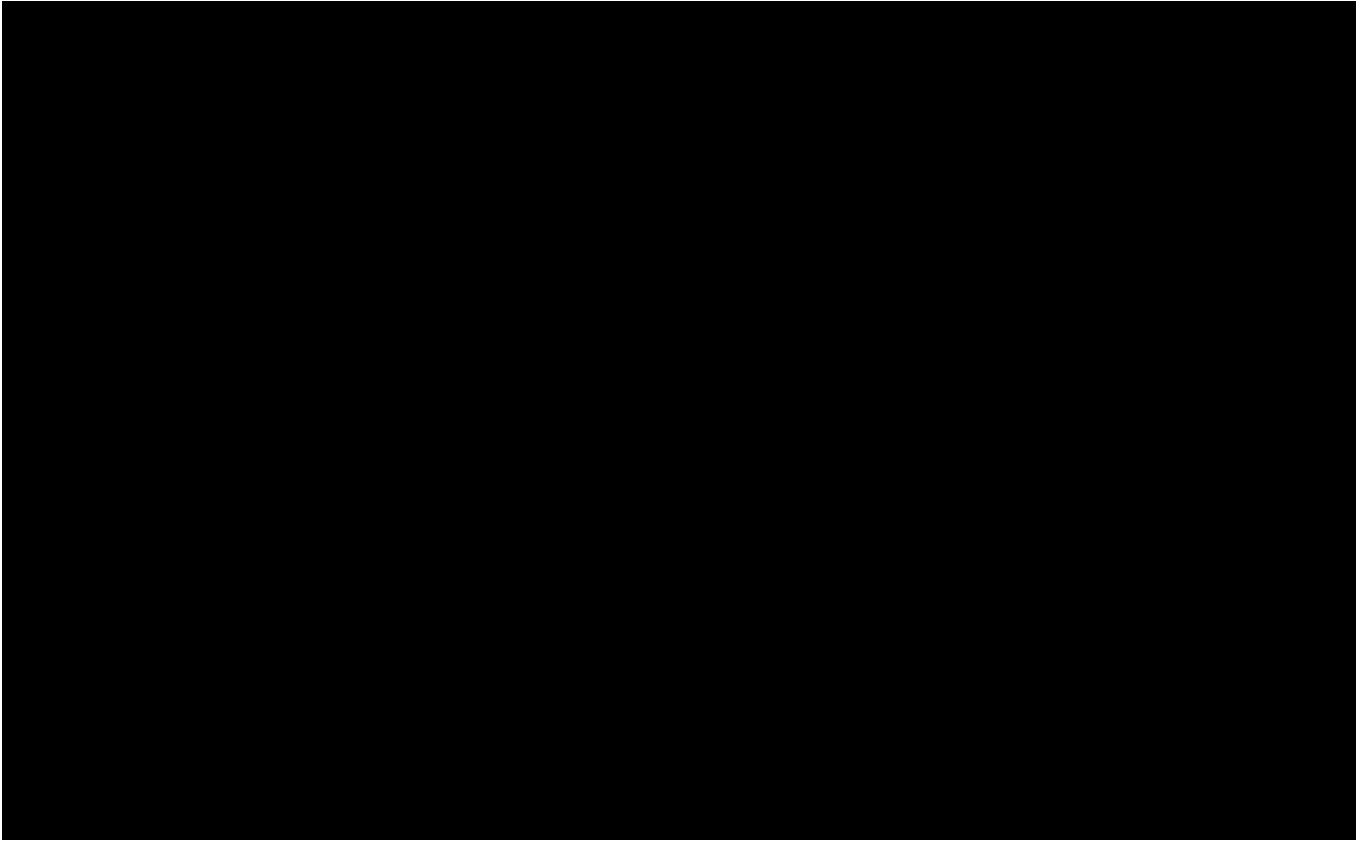
Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		JB	<p>Alternative: Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. <u>If as a result of an audit, it is determined that Contractor has undercharged the State, the State shall promptly pay to Contractor the amount of the undercharge plus interest thereon at the prime rate per annum as announced from time to time by the State and in effect as of the date of the undercharge.</u> The Contractor agrees to correct any material weaknesses or condition found as a result of the audit <u>that the Parties agree in writing that requires correcting.</u></p>

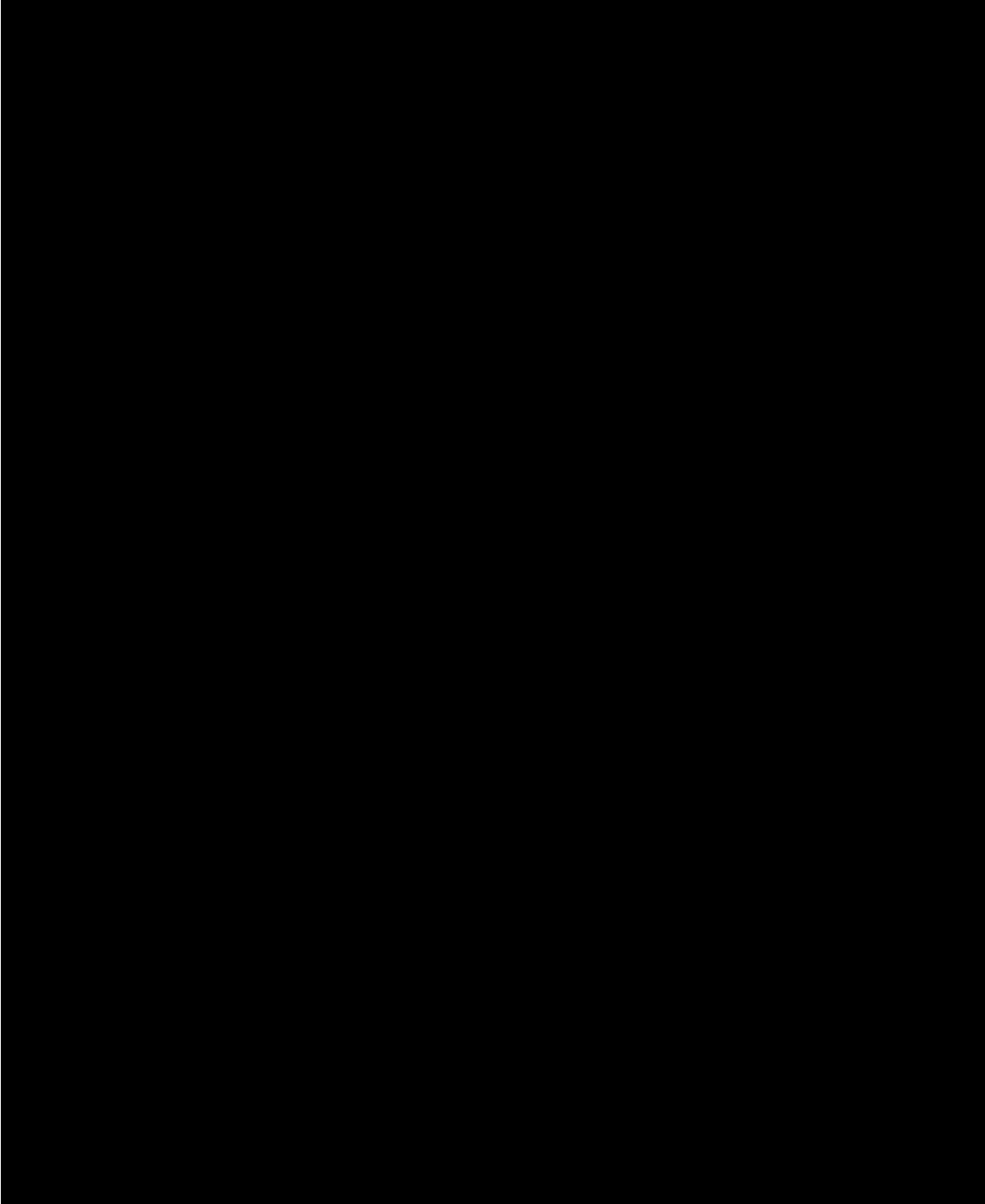
The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds three (3) percent of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on 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.

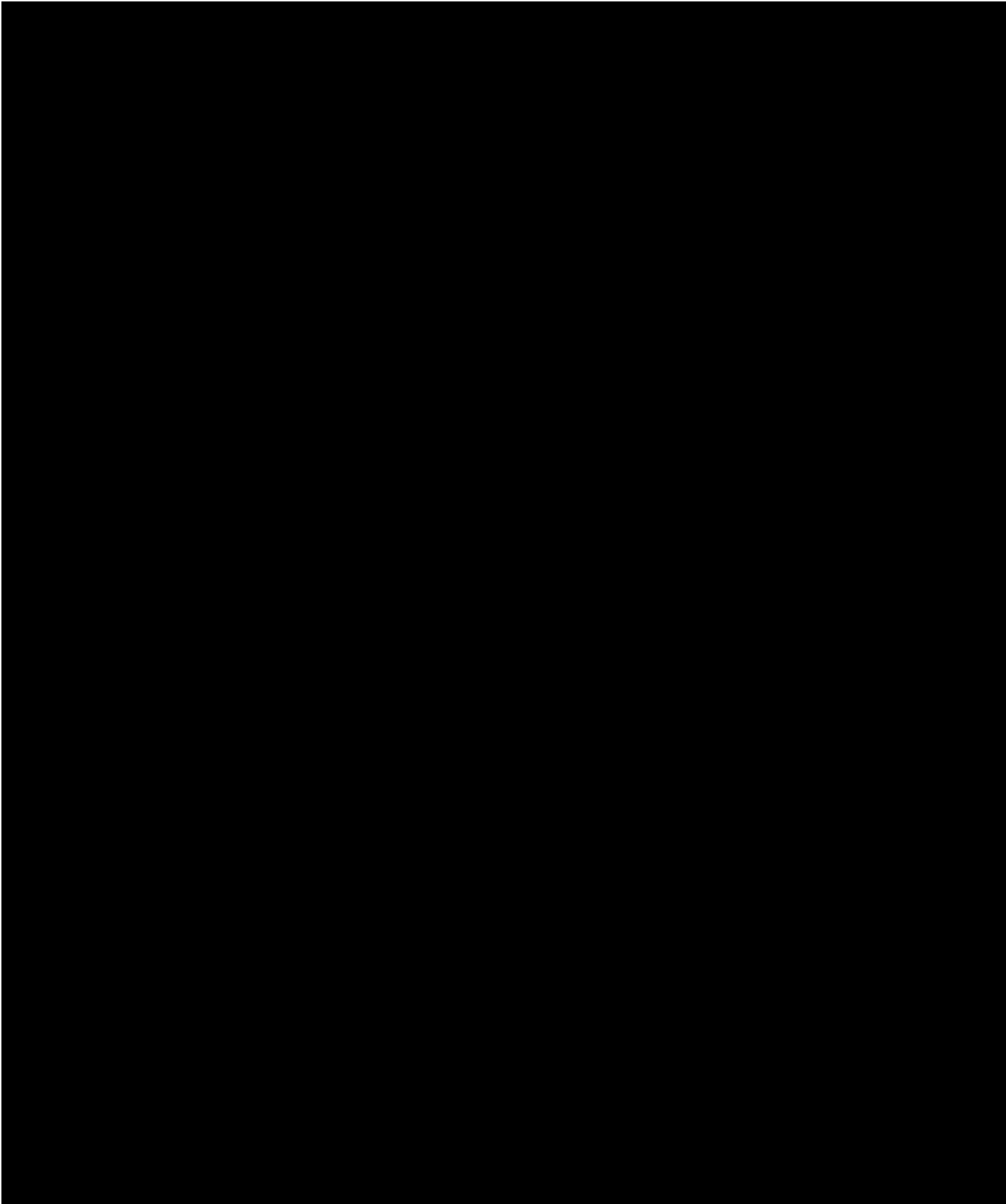
Appendix A – Resumes

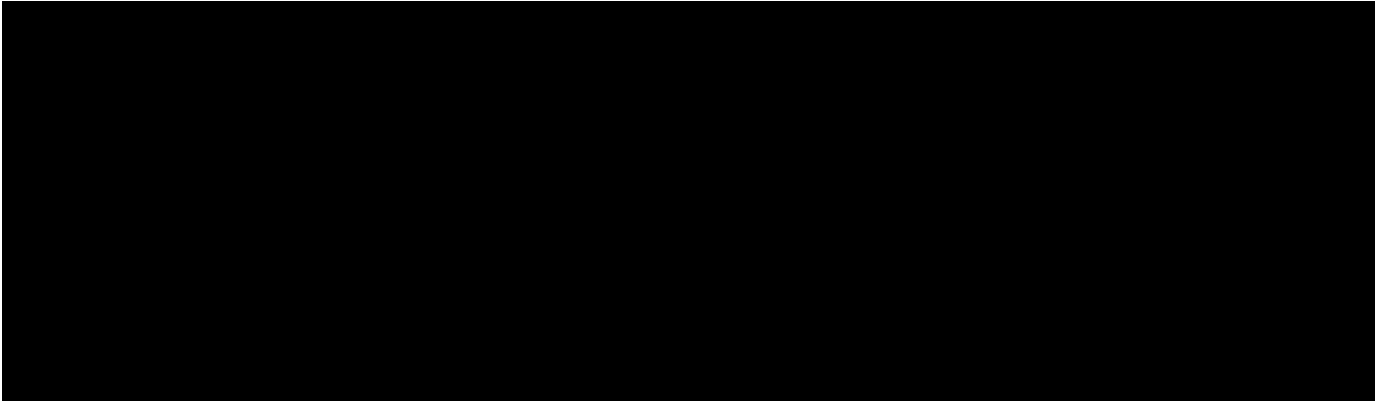


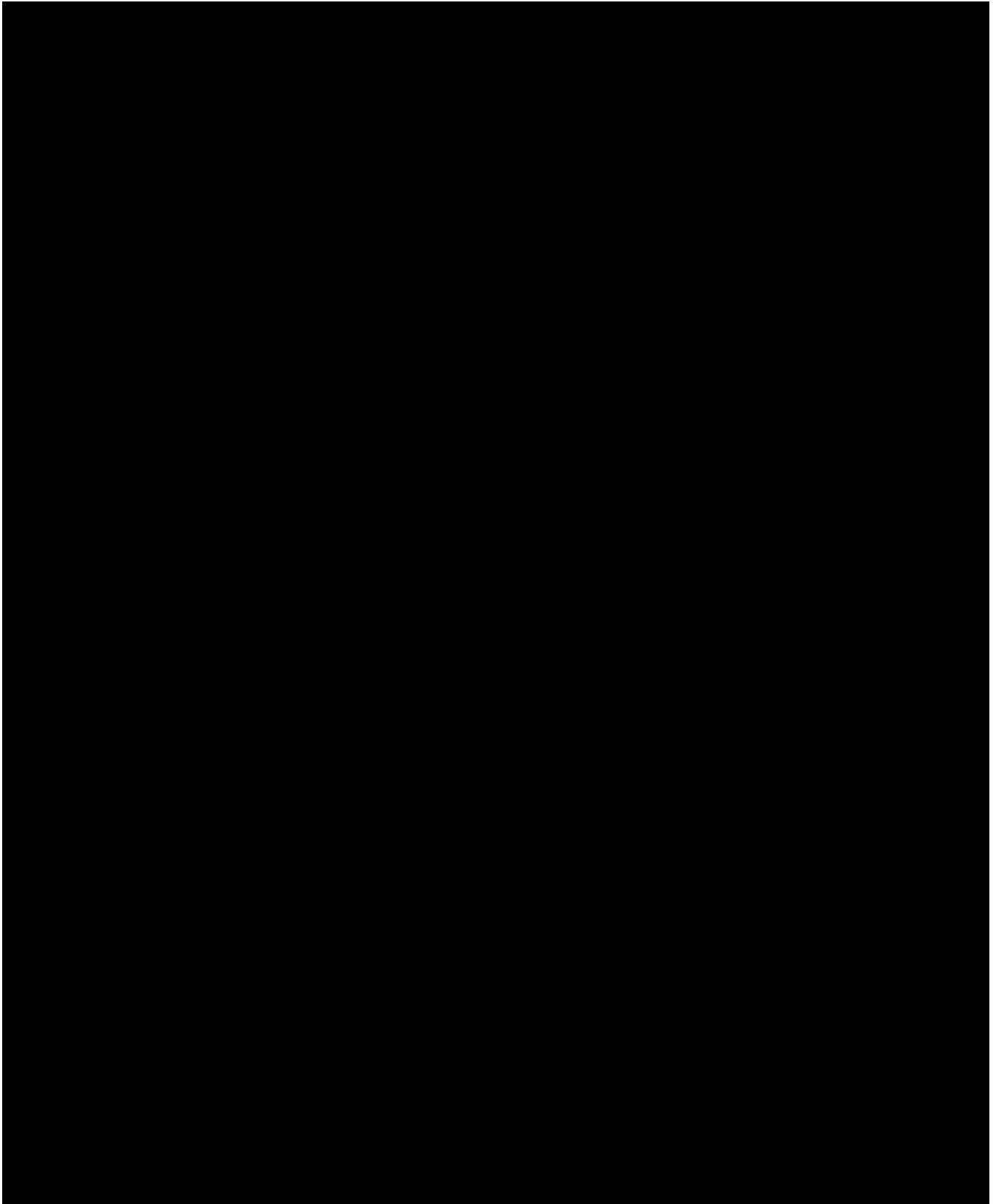


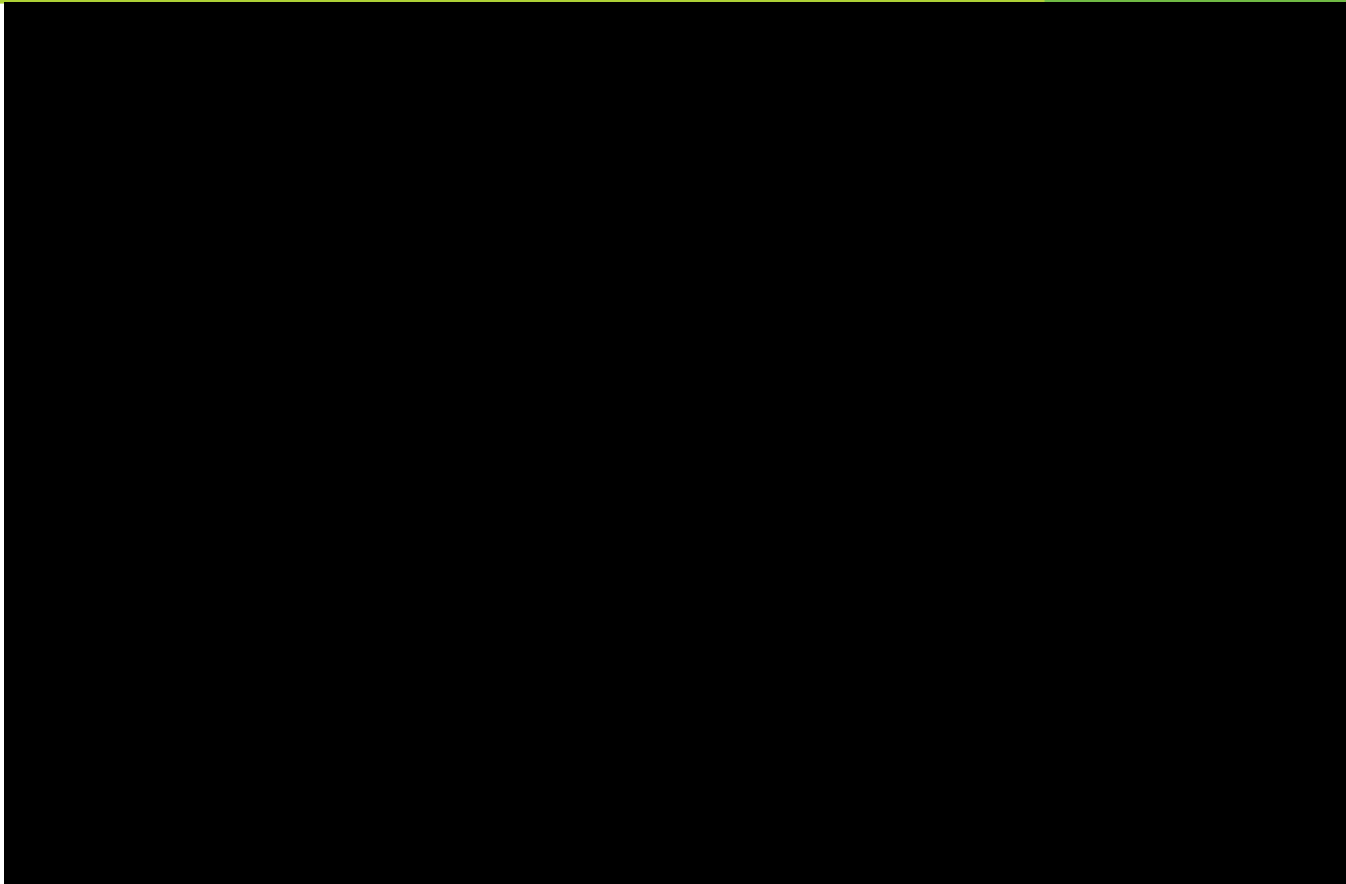


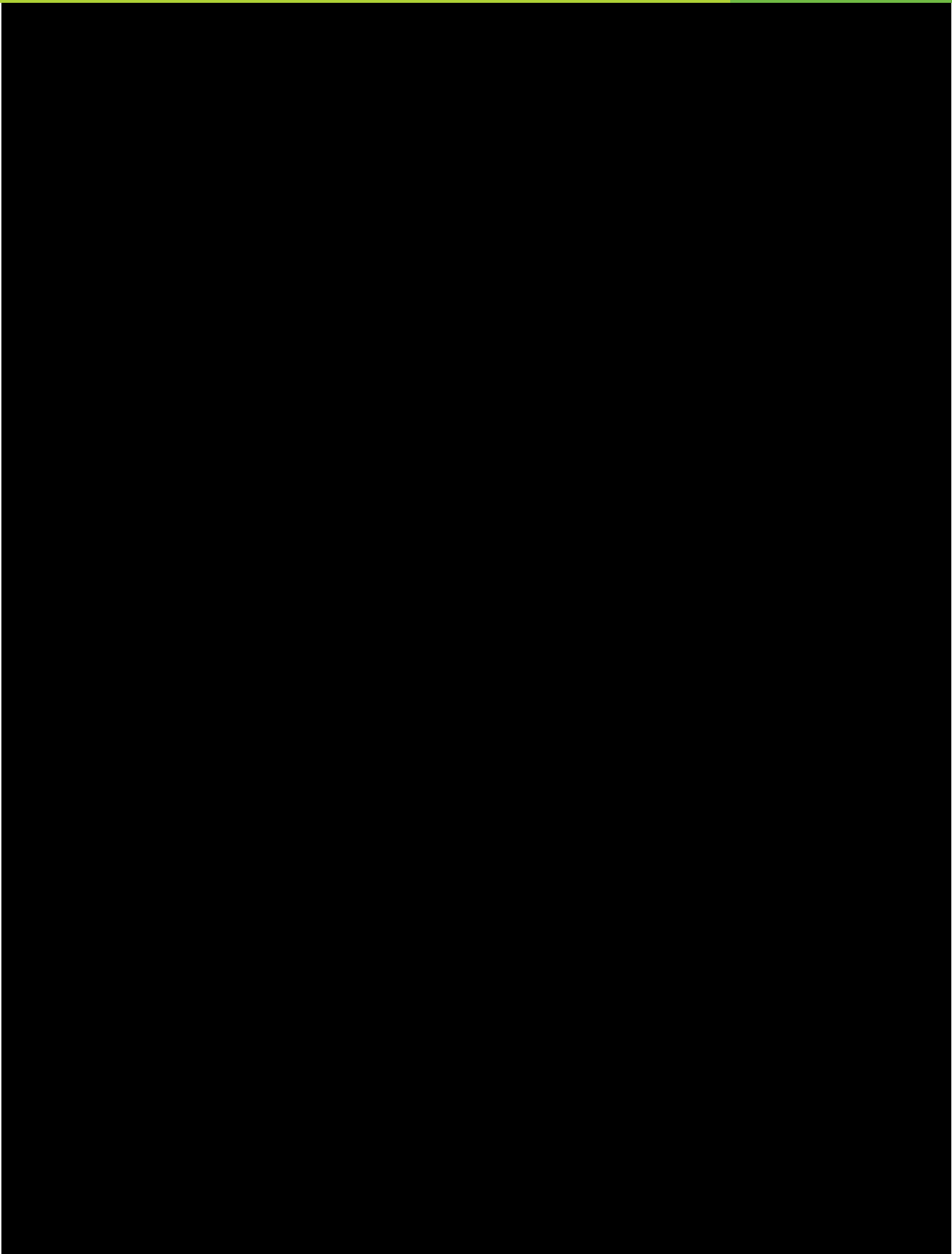


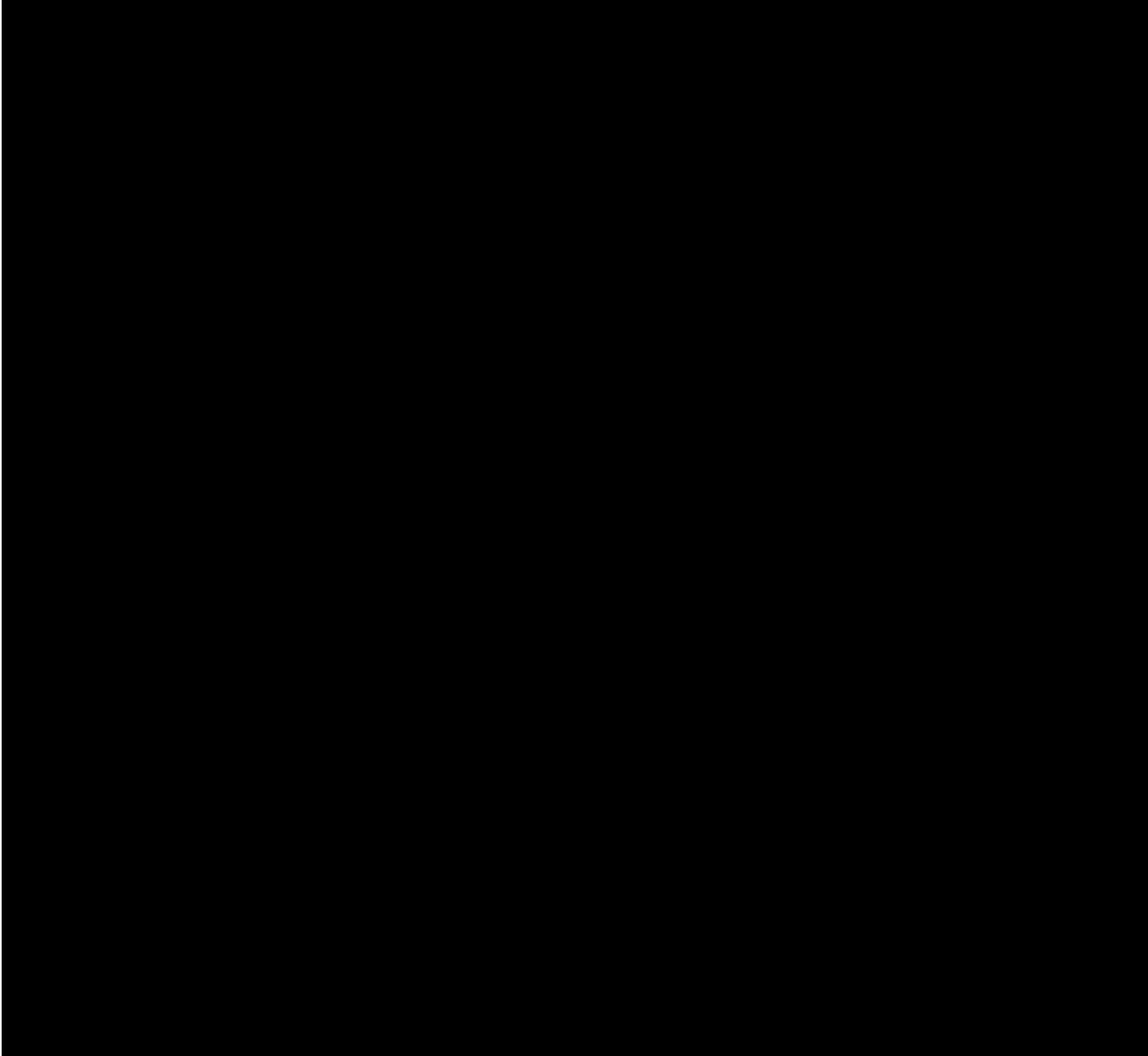


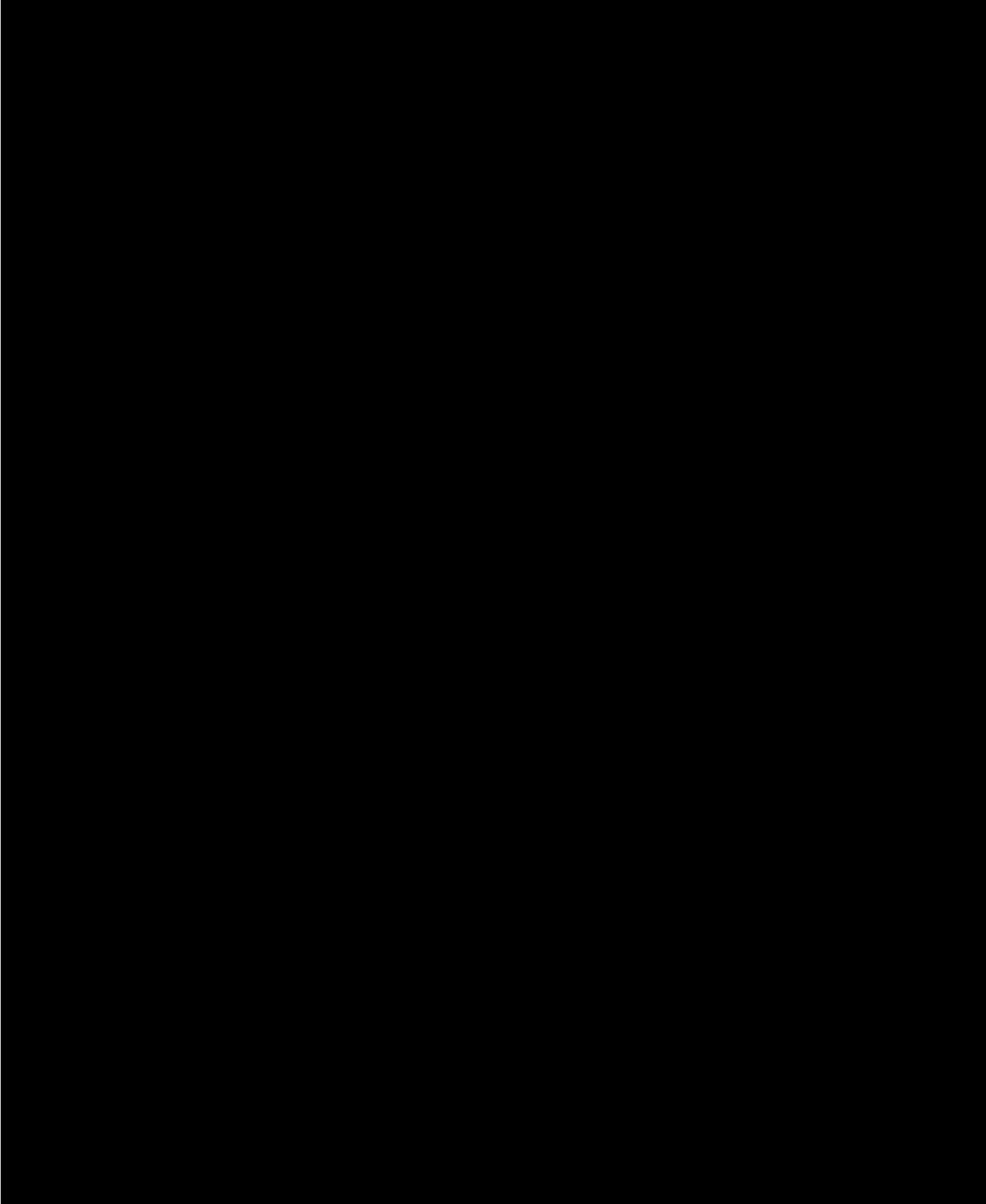


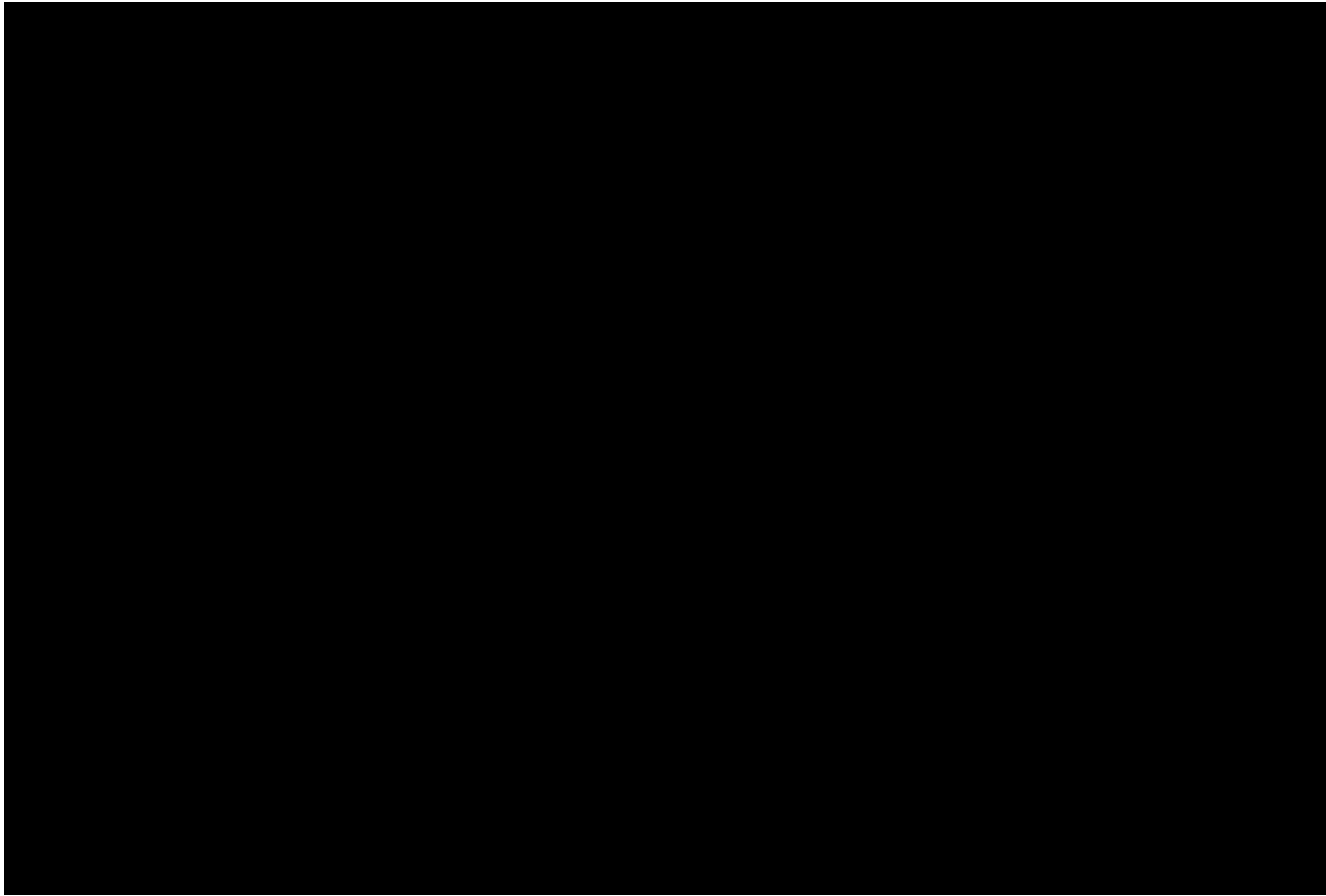


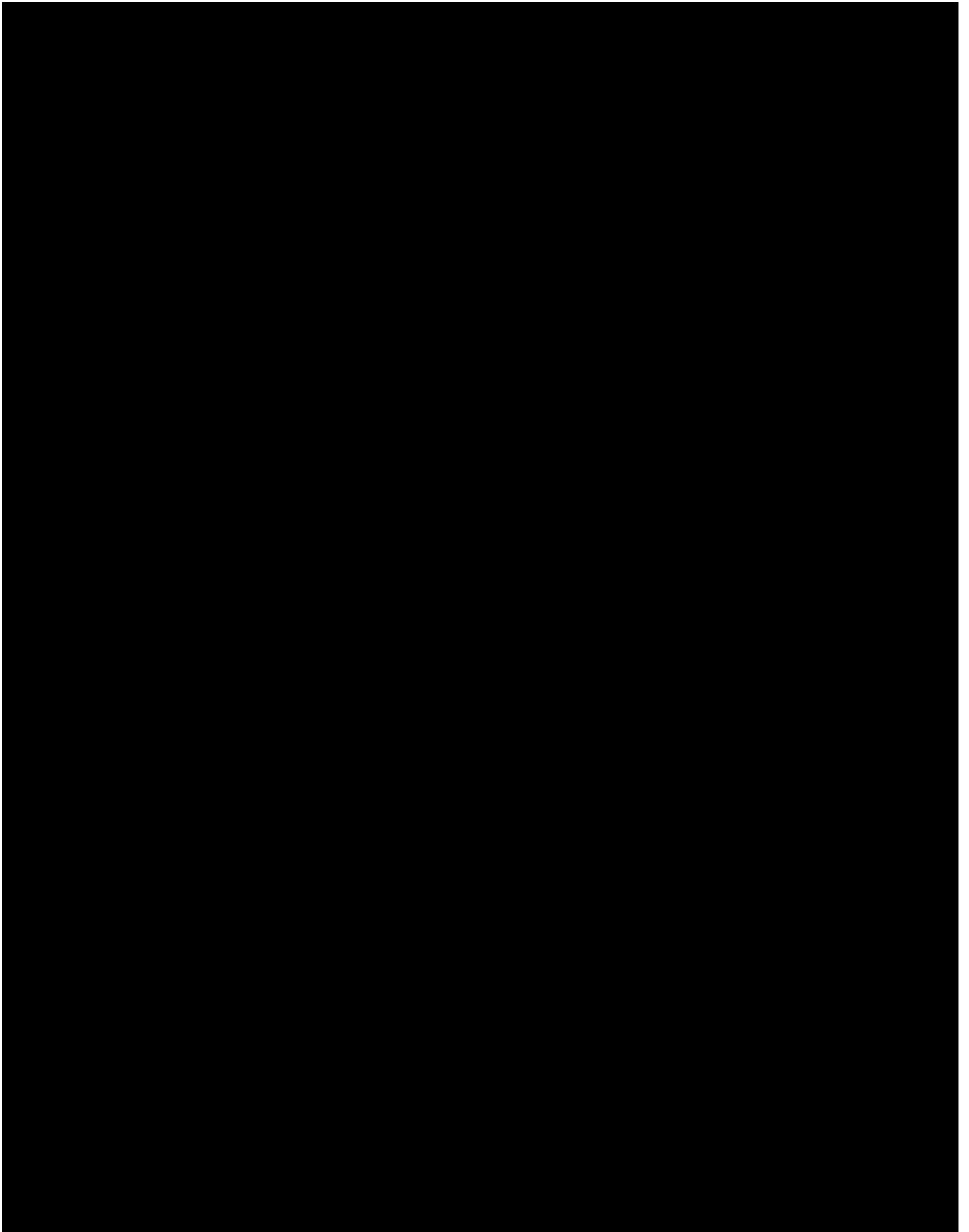


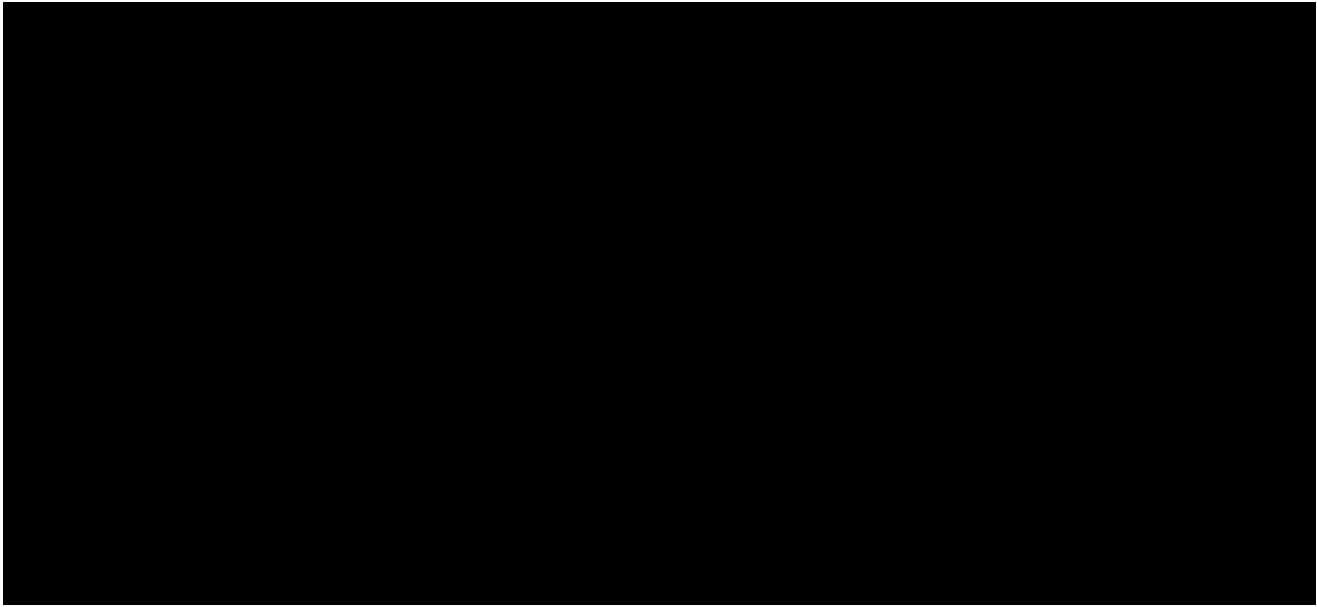


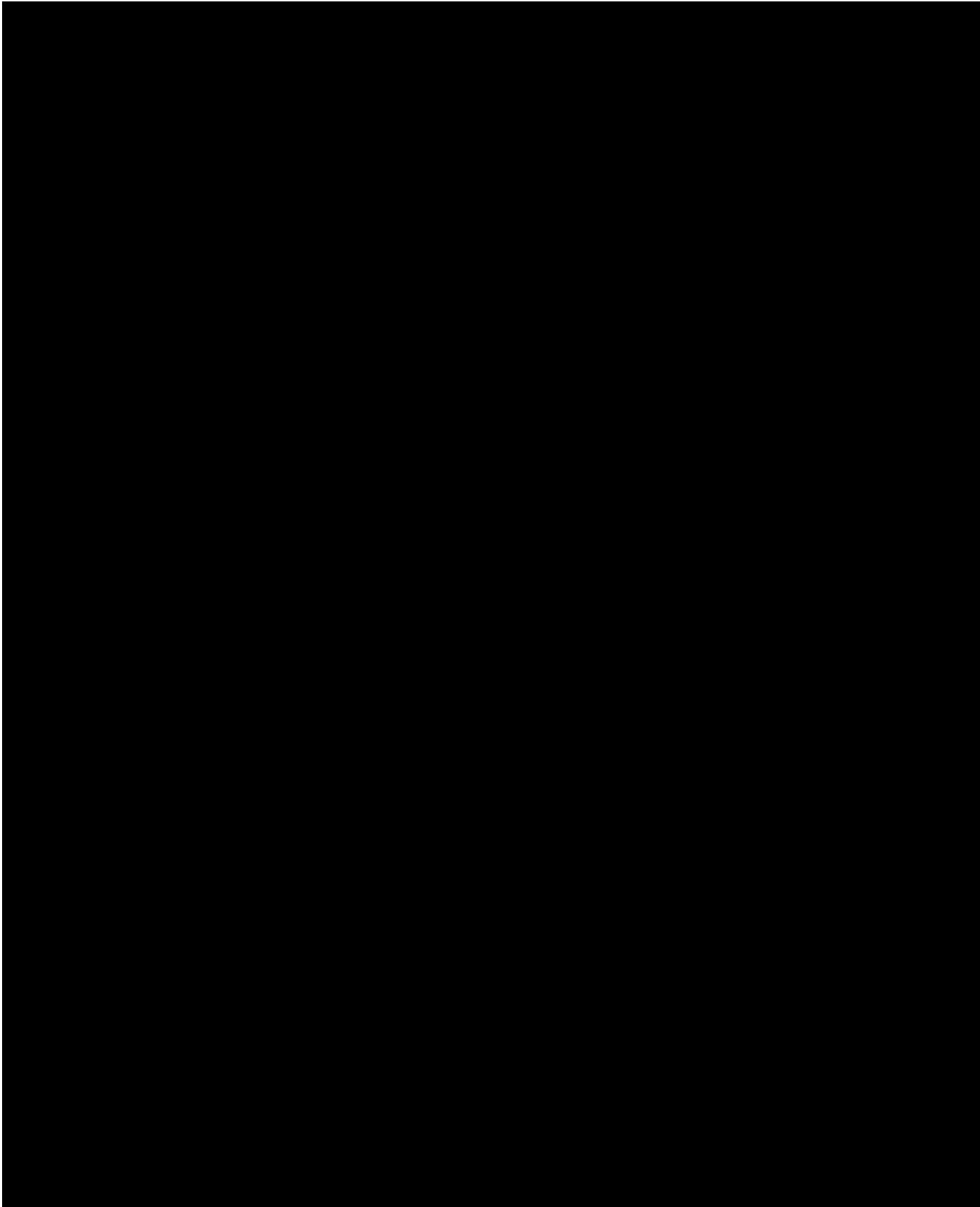


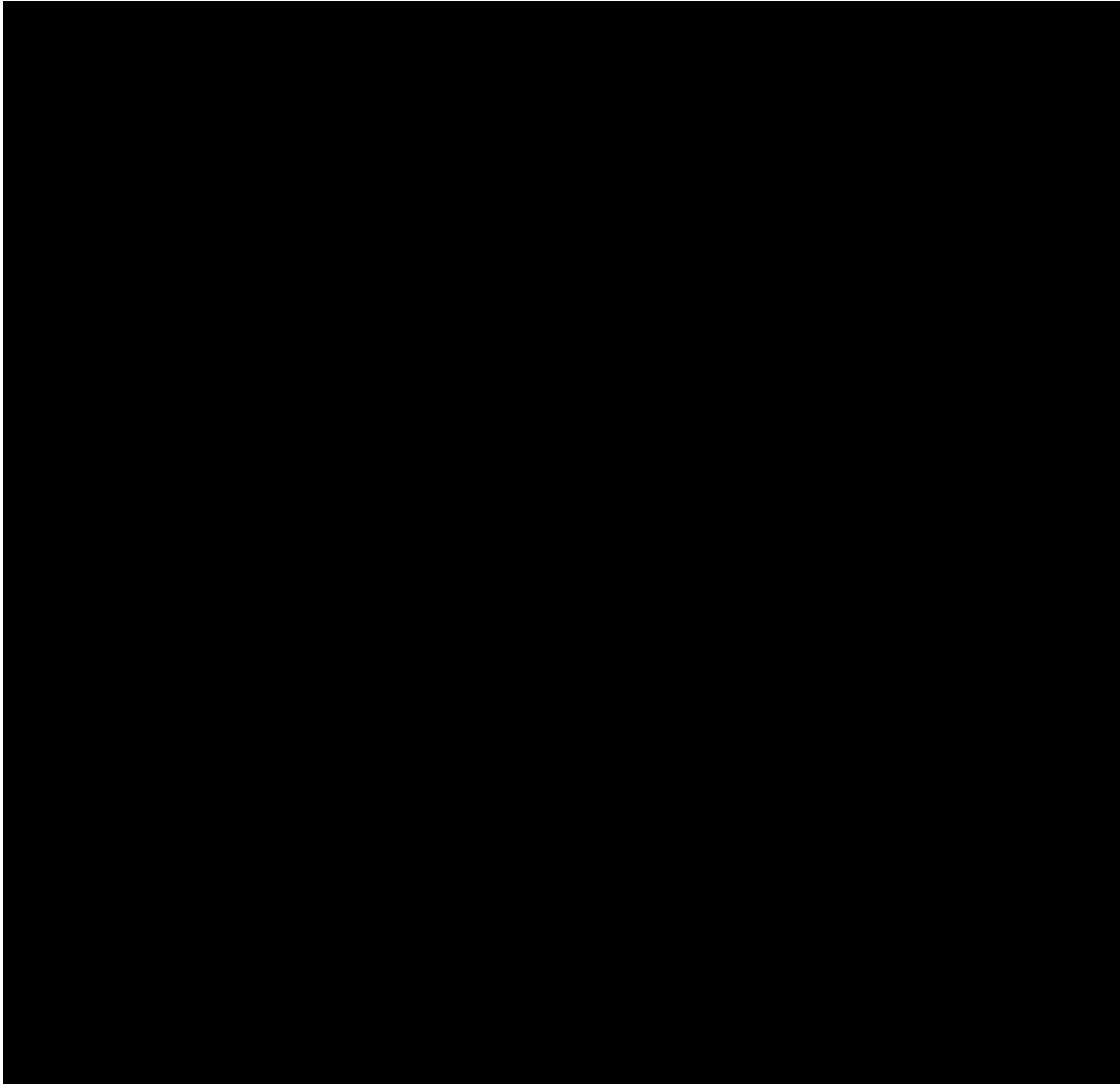












Deliverable	Completion Date	Description
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Milestone 4: Contact Center Applications		
[REDACTED]	[REDACTED]	<ul style="list-style-type: none"> <li data-bbox="748 625 1338 667"> [REDACTED] <li data-bbox="748 667 1390 699"> [REDACTED]
[REDACTED]		<ul style="list-style-type: none"> <li data-bbox="748 709 1365 783"> [REDACTED]
[REDACTED]	[REDACTED]	<ul style="list-style-type: none"> <li data-bbox="748 793 1406 888"> [REDACTED] <li data-bbox="748 888 1382 972"> [REDACTED] <li data-bbox="748 972 1308 1035"> [REDACTED] <li data-bbox="748 1035 1333 1077"> [REDACTED]
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[REDACTED]		<ul style="list-style-type: none"> <li data-bbox="748 1171 1122 1245"> [REDACTED]
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Deliverable	Completion Date	Description
Milestone 6: Hiring and Training		
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[REDACTED]	[REDACTED]	[REDACTED] <ul style="list-style-type: none">[REDACTED][REDACTED][REDACTED][REDACTED]
Milestone 7: Cutover		
[REDACTED]	[REDACTED]	[REDACTED] <ul style="list-style-type: none">[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] <ul style="list-style-type: none">[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] <ul style="list-style-type: none">[REDACTED]
Milestone 8: Ongoing Status Updates		
[REDACTED]	[REDACTED]	[REDACTED] <ul style="list-style-type: none">[REDACTED][REDACTED][REDACTED][REDACTED][REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] <ul style="list-style-type: none">[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Table 9. Detailed Project Plan. Nelnet will work with DHHS throughout each milestone to meet objectives and complete each component within the agreed-upon timeframe.