

Department of Health and Human Services

Forensic Accounting Services for Adult Protective Services

Event Number: RFP 114352 O3

February 10, 2023 | Deloitte Financial Advisory Services LLP

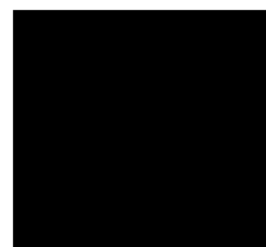


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February 10, 2023

Nebraska Department of Health and Human Services, Office of Procurement and Grants
ATTN: Dana Crawford-Smith & Mike St. Cin
301 Centennial Mall S
Lincoln, NE 68509

Subject: Response to Request for Proposal for Forensic Accounting Services within Department of Health and Human Services' (DHHS) Adult Protective Services (APS)

Dear Ms. Crawford-Smith & Mr. St. Cin:

Deloitte Financial Advisory Services LLP (Deloitte¹) is pleased to submit this proposal in response to RFP 114352 O3 to provide investigatory and forensic accounting activities within DHHS' Adult Protective Services (APS). We are committed to continuing the years-long relationship we have been privileged to have with the State of Nebraska. We have supported the State with some of its more pressing challenges, including with DHHS in our broad case management and grants compliance services for the Coronavirus Relief Fund programs that supported assisted living and long-term care facilities and the Child Care Stabilization program with Children and Family Services (CFS). Our work with the State has given us a clear sense of your priorities, programs, and people. We will put that knowledge to use to help aid in investigations with APS.

Deloitte is a national leader in helping its clients design, assess, administer, monitor, and provide forensic accounting and litigation support services to some of the nation's largest and complex assistance programs. With our experience and demonstrated effectiveness in providing forensic accounting services, we are well prepared to provide the requested services, specifically within DHHS and APS.

As you read our solution, you will find that we consistently meet though in some areas exceed the requirements provided in the solicitation. We strive to go beyond achieving the requirements; our goal is to be the advisor you trust as your program evolves. As the Public Health Emergency and related changes showed us, the next frontier in case management services is about flexibility and bringing in the desirable people at the opportune time. Because we bring leading class management and performance insights, we are positioned for proactive adjustments and quick reactions when circumstances call for it so DHHS does not miss a beat for Nebraskans.

We are excited by the prospect of continuing our work with DHHS, and we look forward to working with you to achieve optimum value. If you have questions or require additional information, please reach out to me at [REDACTED]

Sincerely,

[REDACTED]

[REDACTED]

Managing Director

¹ As used in this document, "Deloitte" means Deloitte Financial Advisory Services LLP (including its subsidiary Deloitte Transactions & Business Analytics LLP), which provides forensic accounting, cost accounting and dispute consulting services and Deloitte & Touche LLP, which provides audit and enterprise risk services. These entities are separate subsidiaries of Deloitte LLP. Deloitte Financial Advisory Services LLP will be responsible for the services and and the other subsidiaries may act as subcontractors. Please see www.deloitte.com/us/about for a detailed description of the legal structure of Deloitte LLP and its subsidiaries. Certain services may not be available to attest clients under the rules and regulations of public accounting.

I. Scope of Work and Proposed Solution

1. Corporate Overview

1.a. Bidder Identification and Information

Deloitte has served the State of Nebraska and University System [REDACTED]. We maintain an office in Omaha with over [REDACTED] and are the largest audit, tax, and advisory practice in Nebraska. We are the largest professional services firm in the world with the resources to continue our effective collaboration with the State of Nebraska. Deloitte's identification and information is listed below with additional details about our office in Omaha, Nebraska in section 1.d.

Contractor Identification and Information

Name:	Deloitte Financial Advisory Services LLP
Headquarters:	30 Rockefeller Plaza New York, NY 10112
Entity organization: (corporation, partnership, proprietorship)	Limited Liability Partnership
State in which the bidder is incorporated or otherwise organized to do business	Delaware
Year in which the bidder first organized to do business	Original entity founded in 1845. Current entity, Deloitte Financial Advisory Services LLP, became a limited liability partnership in 2003.
Whether the name and form of organization has changed since first organized	Yes, since Deloitte was founded in 1845, it has undergone numerous organizational changes. The bidder for this RFP is Deloitte Financial Advisory Services LLP (including its subsidiary Deloitte Transactions & Business Analytics LLP), which is a subsidiary of Deloitte LLP. Please see www.deloitte.com/us/about for a detailed description of the legal structure of Deloitte LLP and its subsidiaries.

Figure 1. [REDACTED]

1.b. Financial Statements

Deloitte LLP and its subsidiaries (the "U.S. Firms") provide audit, advisory, tax, and consulting services through approximately [REDACTED] people in [REDACTED]. For the most recent fiscal year ended [REDACTED], the U.S. Firms had revenue of [REDACTED]. See more detailed information in the chart below.



1.c. Change of Ownership

Deloitte does not anticipate any change of ownership during the twelve months following the proposal due date. Should a change occur, Deloitte will communicate this to the State of Nebraska in writing.

1.d. Office Location

To empower the State of Nebraska with a wide range of subject matter experience as may be required for performance of the scope of work, Deloitte will provide remote resources based in the United States. So that we can align our remote staff with our existing Nebraska teams and offer space in-person as needed, we maintain an office in Omaha, Nebraska. Our Omaha-based leadership team are available to provide support, knowledge and experience as outlined in Figure 3.

Office Location

Name:	Deloitte
Nebraska Office Address:	1100 Capitol Ave. Suite 300 Omaha, NE 68102
Contact Person & Title:	[REDACTED] [REDACTED]
E-mail Address:	[REDACTED] [REDACTED]
Telephone Number (Office):	[REDACTED]

Figure 3. [REDACTED]

1.e. Relationships with the State

Deloitte has had the privilege of serving the State and Nebraska and University System [REDACTED] and currently provides services [REDACTED]

[REDACTED] Deloitte is excited at the prospect of continuing our relationship with the State through the forensic accounting, investigative, and litigation support services required by this RFP. Our reach back capabilities and demonstrated ability to provide these support services will benefit APS through initiatives to disrupt crime through suspected fraud and financial exploitation.

[REDACTED] his experience gives us a better understanding of how our fellow Nebraskans communicate with the State and provides us with greater knowledge of DHHS' approach to serving constituents across the state. Building upon our past efforts working together, Deloitte looks forward to continuing the relationship with CFS by supporting this scope of work.

Our work with the State of Nebraska enables us to work efficiently to provide the needed support to APS. Complementing our existing relationship with the State, our strong connections to staffing agents, and our experienced training delivery team allow us to expedite this support. We know Nebraska and Nebraska knows Deloitte. We will leverage our experience and history of collaborative relationships to provide high-quality APS outcomes for Nebraskans.

1.e.1 Deloitte Supported State of Nebraska Projects

Title	Contract	Description
Data Management and Analytics Project	78047 O4	[REDACTED]
American Rescue Plan Act Child Care Stabilization Program	NDAS-21-0000-MSA-HHSCC	[REDACTED]
Nebraska COVID Relief Fund	20-NE-C19-SA	[REDACTED]
Emergency Rental Assistance Program	NE-21-0000-MSA-ERAP	[REDACTED]
GSA Agreement GS-00F-029DA	95281 O4	[REDACTED]

Figure 4. [REDACTED]

1.f. Bidder’s Employee Relations to State

No Party mentioned in the bidder’s proposal response is or was an employee of the State within the past twelve (12) months. To the best of our knowledge and belief, no employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission.

1.g. Contract Performance

Deloitte has experienced no terminations for default, convenience, non-performance, or non-allocation of funds in the past five years by a governmental entity client. Deloitte, like other major professional services firms, provides a broad array of services to its many clients. From time-to-time contracts are terminated or cancelled for various reasons, however, given the size of the consulting practice and the many hundreds of projects that are performed each year, our firm does not track these instances or situations centrally.

1.h. Summary of Bidder’s Corporate Experience

[REDACTED]

Deloitte leans into its experience and proven success as outlined below and are invested with the State of Nebraska to provide the requested services, specifically within DHHS and APS.

- **Demonstrated record with the State of Nebraska** – Deloitte has a history of [REDACTED] serving the State of Nebraska across multiple agencies and has a significant footprint in Nebraska anchored by an effective and experienced leadership team. Deloitte has consistently been recognized as a leading employer in Nebraska, with an active engagement in the community, and hundreds of locally educated, trained, and hired employees working each day to assist public and private employers in the region. Given our tenured services across Nebraska, we consider the State to be one of our valued clients that we will be pleased to continue to serve in the future.

Demonstrated Experience

In 2022, Gartner ranks Deloitte #1 in security consulting services for the 11th consecutive year

“Organizations are looking to Deloitte to help them navigate an increasingly complex operating environment, including becoming resilient in the face of growing cybersecurity concerns”

- [REDACTED]

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

The following summary matrices showcase the work we have effectively performed on projects like the forensic accounting activities requested for DHHS' APS.

1.h.1 [Redacted]

Client Name	[Redacted]
Time Period	[Redacted]
Scheduled Date and Actual Completion Date	[Redacted]
Scheduled/Actual Budget	[Redacted]
Responsibilities	[Redacted]

1.h.2 [Redacted]

Client Name	[Redacted]
Time Period	[Redacted]
Scheduled Date and Completion Date	[Redacted]
Scheduled/Actual Budget	[Redacted]
Responsibilities	<ul style="list-style-type: none">[Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted]

[REDACTED]

1.i.1 Organizational Structure

In addition to having the desirable team, high performance is driven by having the requisite organizational structure in place, allowing team members to play to their strengths while having the ability to collaborate towards the collective accomplishments of the project. In essence of that philosophy, our organizational structure includes

[REDACTED]

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

[REDACTED]

[REDACTED]

[REDACTED]

1.i.2 Resumes

To guide our project delivery for DHHS, we're proposing a Deloitte DHHS APS Team that brings together:

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

1.j. Subcontractors

Deloitte does not intend to subcontract any part of its performance under the DHHS APS scope of work.

2. Technical Approach

2.a. Understanding of the Project Requirements

[REDACTED]

2.b Proposed Development Approach

Req ID	Business Requirement
a.	Review APS cases for suspected fraud and financial exploitation
b.	Identify irregularities or improprieties
c.	Scanning of multiple documents gathered as evidence

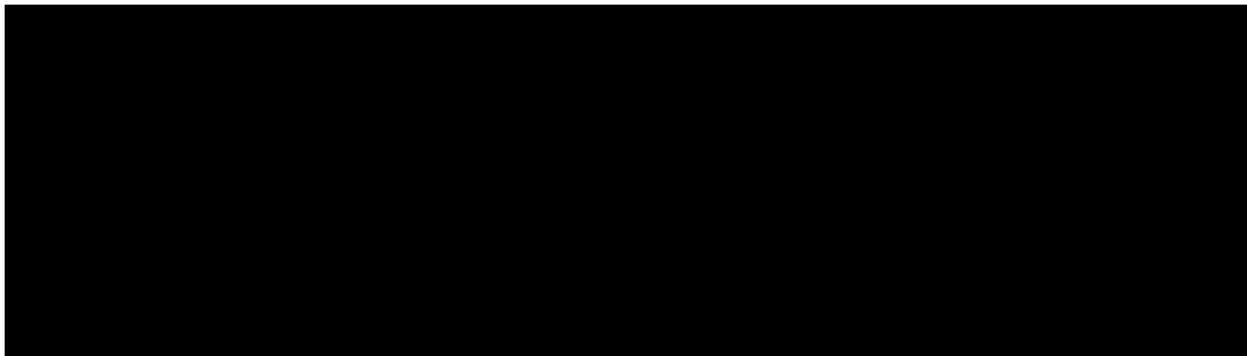


Figure 1. [REDACTED]

[REDACTED]

[Redacted]

[Redacted]

Req ID **Business Requirement**

- d. Use forensic investigative software to convert financial data for cost effective and efficient financial investigative purposes
 - e. Protection of data into usable reports such as spreadsheets, charts, and graphs
 - f. Asset tracing for purposes of review
-

[Redacted]

Figure 2. [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Req ID	Business Requirement
g.	Identification and communication of any public and third-party financial records needed for financial exploitation investigations
h.	Fact finding and investigative procedures: Contractor will have access to all DHHS personnel through email and telephone whose assistance is requested, to complete the financial and fraud investigation
i.	Prepare evidentiary exhibits for legal proceedings

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Req ID	Business Requirement
j.	Analyze, quantify, and provide testimony about financial misrepresentations, omissions, and fraud, as needed in court proceedings
k.	Provide consultation to APS personnel as needed or requested
l.	At the end of the contract term(s) Contractor will ensure all electronic and/or paper records have been provided to DHHS utilizing processes mutually agreed to by the parties at the conclusion of the contract for record retention and audit purposes

[Redacted]

[Redacted]

[Redacted]

2.c. Technical Considerations

[Redacted]

[Redacted]

2.d. Detailed Project Work Plan

[Redacted content]

[Redacted content]

Figure 3. [Redacted]

2.e. Deliverables and Due Dates





A specific component of our approach focuses on managing project deliverables. Deloitte traces deliverables to the contract requirements to make sure requirements are addressed in the deliverable. Each deliverable is outlined below with our detailed approach and the proposed time of delivery.

Req ID	Deliverable	Our Approach	Proposed Delivery
a. & b.	Monthly Progress Reports	[Redacted]	10 th calendar day of the following month
c.	Monthly Audits	[Redacted]	Monthly

Req ID	Deliverable	Our Approach	Proposed Delivery
d.	Quarterly Fiscal Reports	[REDACTED]	By the 15 th of each quarter (Quarter end dates being March 31 st , June 30 th , September 30 th , and December 31 st)
e.	Protection of Data	[REDACTED]	Throughout the duration of the engagement
f.	Requests for Modifications	[REDACTED]	Within three (3) business days from receipt

3. Requirements Matrix

Requirements								
Req #	Requirement							
REQ-1	<p><i>Bidder must meet the requirements in Section D.1 (Scope of Work, Contractor Responsibilities). Describe how your solution will meet these requirements?</i></p> <ol style="list-style-type: none"> 1. <i>What is your understanding of the outlined Contractor Responsibilities?</i> 2. <i>What is your proposed strategy to carry out the requirements in the referenced section?</i> 3. <i>What will your management plan be to carry out the requirements of this section, and how will it be successfully implemented?</i> 4. <i>Who will be involved in carrying out this project?</i> 5. <i>Are there instances in which you and/or individuals working on the contract resulting from the RFP, has a possible conflict of interest, and if so, the nature of the conflict (Ex. State of Nebraska employee)</i> 6. <i>Are there any issues and/or potential problems related to the work to be completed?</i> 7. <i>What is your experience and use of forensic investigative software?</i> 							
	<p>Response:</p> <p>1. Our Understanding of the Project Requirements</p> <div style="background-color: black; width: 100%; height: 80px; margin-bottom: 10px;"></div> <p>2. Proposed Strategy and Development Approach</p> <hr style="border: 1px solid #92d050;"/> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #d3d3d3;">Req ID</th> <th style="background-color: #d3d3d3;">Business Requirement</th> </tr> </thead> <tbody> <tr> <td style="background-color: #d3d3d3;">a.</td> <td>Review APS cases for suspected fraud and financial exploitation</td> </tr> <tr> <td style="background-color: #d3d3d3;">b.</td> <td>Identify irregularities or improprieties</td> </tr> <tr> <td style="background-color: #d3d3d3;">c.</td> <td>Scanning of multiple documents gathered as evidence</td> </tr> </tbody> </table> <div style="background-color: black; width: 100%; height: 150px; margin-top: 10px;"></div> <p>Figure 1. [REDACTED]</p>	Req ID	Business Requirement	a.	Review APS cases for suspected fraud and financial exploitation	b.	Identify irregularities or improprieties	c.
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a.	Review APS cases for suspected fraud and financial exploitation							
b.	Identify irregularities or improprieties							
c.	Scanning of multiple documents gathered as evidence							

									
									
									
									
	<table border="1"><thead><tr><th data-bbox="279 1270 381 1312">Req ID</th><th data-bbox="381 1270 1523 1312">Business Requirement</th></tr></thead><tbody><tr><td data-bbox="279 1312 381 1396">d.</td><td data-bbox="381 1312 1523 1396">Use forensic investigative software to convert financial data for cost effective and efficient financial investigative purposes</td></tr><tr><td data-bbox="279 1396 381 1438">e.</td><td data-bbox="381 1396 1523 1438">Protection of data into usable reports such as spreadsheets, charts, and graphs</td></tr><tr><td data-bbox="279 1438 381 1480">f.</td><td data-bbox="381 1438 1523 1480">Asset tracing for purposes of review</td></tr></tbody></table>	Req ID	Business Requirement	d.	Use forensic investigative software to convert financial data for cost effective and efficient financial investigative purposes	e.	Protection of data into usable reports such as spreadsheets, charts, and graphs	f.	Asset tracing for purposes of review
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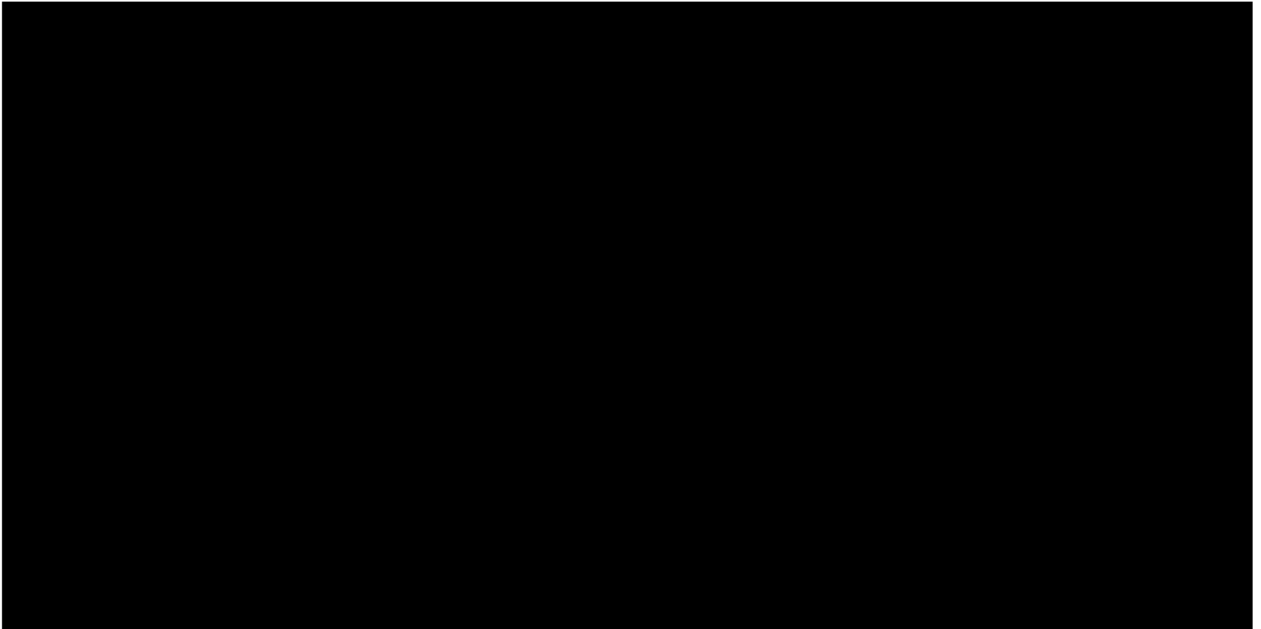


Figure 2. [Redacted]



Req ID	Business Requirement
g.	Identification and communication of any public and third-party financial records needed for financial exploitation investigations

- h.** Fact finding and investigative procedures: Contractor will have access to all DHHS personnel through email and telephone whose assistance is requested, to complete the financial and fraud investigation
- i.** Prepare evidentiary exhibits for legal proceedings

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Req ID	Business Requirement
j.	Analyze, quantify, and provide testimony about financial misrepresentations, omissions, and fraud, as needed in court proceedings
k.	Provide consultation to APS personnel as needed or requested
l.	At the end of the contract term(s) Contractor will ensure all electronic and/or paper records have been provided to DHHS utilizing processes mutually agreed to by the parties at the conclusion of the contract for record retention and audit purposes

[Redacted]

[Redacted]

[Redacted]

3. Proposed Management Approach

[Redacted]

[Redacted]

[Redacted]

[Redacted text block]

Organizational Structure

[Redacted text block]

- [Redacted list item]
- [Redacted list item]
- [Redacted list item]
- [Redacted list item]

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4. Our Team



[Redacted text block]

[Redacted text block]

[Redacted text block]



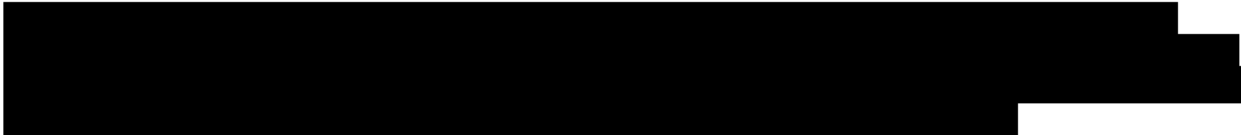

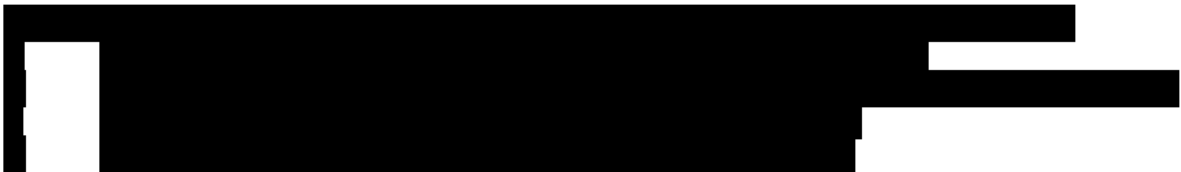
[Redacted text block]

[Redacted text block]

	 <p>5. Conflicts of Interest</p> <p>To the best of our knowledge and belief, Deloitte Financial Advisory Services LLP is not aware of conflicts of interest regarding individuals working on the contract resulting from the RFP.</p> <p>6. Known Issues</p> <p>To the best of our knowledge and belief, Deloitte Financial Advisory Services LLP is not aware of issues and/or potential problems related to the work to be completed.</p> <p>7. Experience with Forensic Investigative Software</p> 
REQ-2	<p><i>Bidder must meet the requirements in Section D.2 (Scope of Work, Staff Credentials and Licensure). Describe how your solution will meet these requirements?</i></p> <ol style="list-style-type: none"><i>1. What are the positions and credentials of staff that will be involved in this work?</i><i>2. What experience does each staff member that will be assisting, have in forensic accounting?</i><i>3. You and/or your organization’s accountants shall maintain active professional licenses and permits, required by law to perform the activities required in this RFP.</i><i>4. Certified public accountants in your organization must not have a currently suspended certified public accountant license.</i> <p>Response:</p> <p>Responses for Items 1-4 are addressed in the proposed resumes below</p>

	[Redacted]
	[Redacted]
	[Redacted]
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	[Redacted]
	[Redacted]
	[Redacted]
	[Redacted]
	[Redacted]
	[Redacted]

	[Redacted]
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	[Redacted]
	[Redacted]
	[Redacted]
	[Redacted]
	[Redacted]
	[Redacted]
	[Redacted]

	
REQ-5	<p><i>Bidder must meet the requirements in Section D.5(Scope of Work, Payment). Describe how your solution will meet these requirements?</i></p> <ol style="list-style-type: none"><i>1. Cost of project as outlined in Cost Sheet.</i><i>2. System established to ensure invoices are rendered timely.</i><i>3. Invoice submission process and format.</i> <p>Response:</p> <p>1. Cost of Project as Outlined in Cost Sheet</p> <p>Deloitte’s Cost Proposal for RFP 114352 03 is submitted as a separate and distinct file, as required by the RFP. The Cost Proposal includes bid rates in USD for the initial one-year term and optional renewal, year two.</p> <p>2. System established to facilitate timely rendering of invoices</p> <p>The following is a summary of Deloitte Time & Expense policy to demonstrate how invoices are rendered on a timely basis:</p>     <p>3. Invoice submission process and format</p> <p>Deloitte will coordinate with the DHHS Contract Manager or designee during the project kick-off to align on the invoice format that provides DHHS sufficient detail to support payment. Deloitte will provide monthly invoices to DHHS by the 10th of each month for services rendered.</p>

GENERAL ASSUMPTIONS

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

ATTACHMENT 1

Form A
Bidder Proposal Point of Contact
Request for Proposal Number 114352 03

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: Deloitte Financial Advisory Services LLP

Bidder Address: 1919 North Lynn Street, Suite 1500 Rosslyn, VA 22209

Contact Person & Title: [REDACTED]

E-mail Address: [REDACTED]

Telephone Number [REDACTED]

Telephone Number [REDACTED]

Fax Number: N/A

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: Deloitte & Touche LLP

Bidder Address: 1100 Capitol Ave. Ste. 300 Omaha, NE 68102

Contact Person & Title: [REDACTED]

E-mail Address: [REDACTED]

Telephone Number [REDACTED]

Telephone Number [REDACTED]

Fax Number: [REDACTED]

ATTACHMENT 2

FORM B REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

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 MANUALLY IN INK OR BY DOCUSIGN

FIRM: Deloitte Financial Advisory Services LLP

COMPLETE ADDRESS: 1100 Capitol Ave. Ste. 300 Omaha, NE 68102

TELEPHONE NUMBER: [REDACTED]

FAX NUMBER: N/A

DATE: February 10, 2023

SIGNATURE: [REDACTED]

TYPED NAME & TITLE OF SIGNER: [REDACTED]

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:

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:

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



1. [Redacted]

[Redacted]

[Redacted]

[Redacted]

B. NOTIFICATION

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

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. NOTICE (POC)

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative 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

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.

F. AMENDMENT

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:
[REDACTED]			
[REDACTED]			
[REDACTED]			
[REDACTED]			
[REDACTED]			

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

H. VENDOR PERFORMANCE REPORT(S)

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

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.

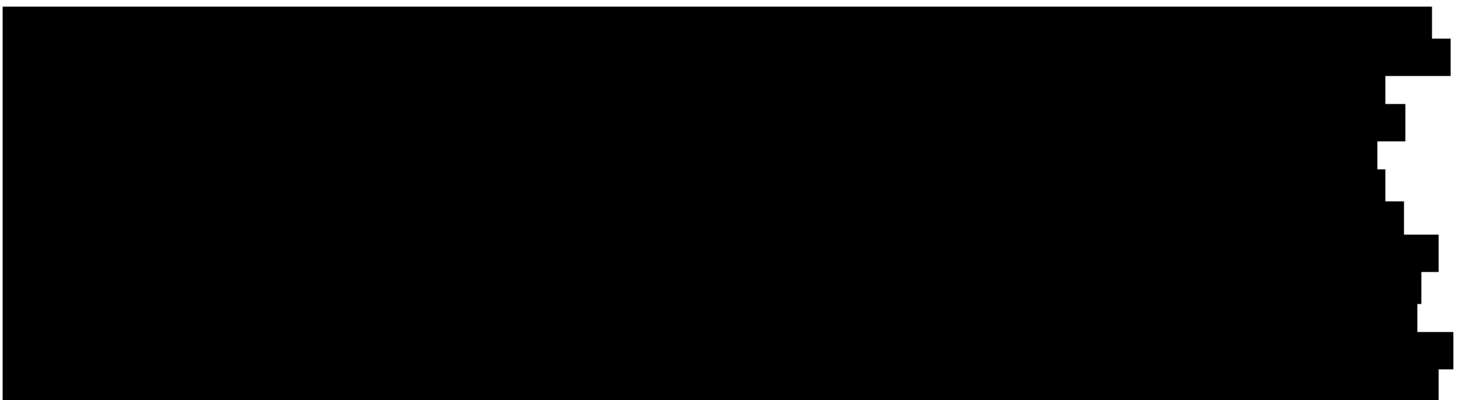
I. NOTICE OF POTENTIAL CONTRACTOR BREACH

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



J. BREACH

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





K. NON-WAIVER OF BREACH

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

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:
[Redacted]			

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:
[Redacted]			

1. GENERAL

[REDACTED]

2. INTELLECTUAL PROPERTY (Optional)

[REDACTED]

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. ALL REMEDIES AT LAW

Nothing in this agreement shall be construed as an indemnification by one Party of the other for liabilities of a Party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this contract. Any liabilities or claims for property loss or damages or for death or personal injury by a Party or its agents, employees, contractors or assigns or by third persons, shall be determined according to applicable law.

N. ATTORNEY'S FEES

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



O. ASSIGNMENT, SALE, OR MERGER

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

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. 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:

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.

Q. FORCE MAJEURE

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

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.

R. CONFIDENTIALITY

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

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.

S. 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.

T. 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.

U. EARLY TERMINATION

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



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.

V. CONTRACT CLOSEOUT

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

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

- 1.
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 Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, 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.



III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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.



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)



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:

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 <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
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:



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.

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the solicitation is cancelled.

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:

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:
[REDACTED]			

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.

[REDACTED]

[REDACTED]

J. INSURANCE REQUIREMENTS

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

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:

[REDACTED]

[REDACTED]

[REDACTED]

insurance policy, providing coverage required by this contract for the term of the contract and 1 (one) 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

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.** 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

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
XCU Liability (Explosion, Collapse, and Underground Damage)	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
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	
	\$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	
	

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. 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
 DHHS Office of Procurement and Grants
 301 Centennial Mall S
 Lincoln, NE 68509

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. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

L. ANTITRUST

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

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.

M. CONFLICT OF INTEREST

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

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.

N. ADVERTISING

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

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. DISASTER RECOVERY/BACK UP PLAN

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

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.

P. DRUG POLICY

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

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

Q. WARRANTY

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

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.

R. LOBBYING

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

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.
 - c. 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.
 - d. 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.
 - e. 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).

S. AMERICAN WITH DISABILITIES ACT

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

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:



D. INSPECTION AND APPROVAL

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

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

E. PAYMENT (Statutory)

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

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:



