**State of Nebraska (State Purchasing Bureau)**

# REQUEST FOR PROPOSAL FOR SERVICES CONTRACT

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| **SOLICITATION NUMBER** | **RELEASE DATE** |
| 120003 O5 | December 10, 204 |
| **OPENING DATE AND TIME** | **PROCUREMENT CONTACT** |
| January 21, 2025 2:00 p.m. Central Time | Dianna Gilliland/Kelly Rowlands |

PLEASE READ CAREFULLY!

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| --- |
| SCOPE OF SERVICE |

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this solicitation for a service contract for the purpose of selecting a qualified bidder to design and implement the Home Energy Efficiency Rebates (IRA Section 50121) and the Home Electrification and Appliance Rebates (IRA Section 50122) programs for the State.. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be six (6) years commencing upon execution of the contract by the State and the Vendor (Parties). until all such federal funding has been expended but not to exceed September 30, 2031. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

In the event that a contract with the awarded bidder(s) is cancelled or in the event that the State needs additional Vendors to supply the solicited services, this solicitation may be used to procure the solicited services for up to twenty-four (24) months from the date the Intent to Award is posted, provided that 1) the solicited goods or services will be provided by a bidder (or a successive owner) who submitted a response pursuant to this solicitation, 2) the bidder’s solicitation response was evaluated, and 3) the bidder will honor the bidder’s original solicitation response, including the proposed cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

ALL INFORMATION PERTINENT TO THIS SOLICITATION CAN BE FOUND ON THE INTERNET AT: <https://das.nebraska.gov/materiel/bidopps.html>.

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the Solicitation, and the awarded solicitation response will be posted to a public website managed by DAS, which can be found at [http://statecontracts.nebraska.gov](http://statecontracts.nebraska.gov/) and <https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php>.

In addition and in furtherance of the State’s public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all responses received regarding this Solicitation will be posted to the State Purchasing Bureau public website.

These postings will include the entire solicitation response. Bidder must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate file named conspicuously as "PROPRIETARY INFORMATION". The bidder should submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992). **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE SOLICITATION IS PROPRIETARY. COST SHEETS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State’s decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

If the State determines it is required to release withheld proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, or solicitation response for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a solicitation response, specifically waives any copyright or other protection the contract, or solicitation response may have; and acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver are a prerequisite for submitting a solicitation response, and award of a contract. Failure to agree to the reservation and waiver will result in the solicitation response being found non-responsive and rejected.

Any entity awarded a contract or submitting a solicitation response agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or solicitation response, awards, and other documents.

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# GLOSSARY OF TERMS

**Addendum:** A written correction or alteration to a document during the solicitation process (e.g., Questions and Answers, Revised Schedule of Events, Addendum to Contract Award).

**Administrative Costs:** Costs related to planning, administration, and technical assistance of Home Energy Rebate programs.

**Agency:** All officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations.

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

**Aggregator:** An entity that engages with multiple single-family homes and/or multifamily buildings for the purpose of combining or streamlining projects as allowed by the State.

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

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

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

**Area Median Income (AMI):** Values calculated by household size of the median income of the area in which the individual or family resides, as reported by the Department of Housing and Urban Development..

**Automated Clearing House (ACH):** Electronic network for financial transactions in the United States.

**Award:** All purchases, leases, or contracts which are based on competitive solicitations will be awarded according to the provisions in the solicitation.

**BPI-2400:** BPI-2400-S-2015 (or a subsequent version approved by DOE for use in 50121) is the standard of Building Performance Institute (BPI) that specifies the requirements and process for the calculation of standardized predicted energy savings for a building.

**Baseline Energy Consumption:** The whole-home energy usage in a kWh or kWh equivalent prior to the upgrade.

**Best and Final Offer (BAFO):** In a competitive solicitation, the final offer submitted which contains Vendor’s most favorable terms for price.

**Bid:** See Solicitation Response.

**Bid Opening:** The process of opening correctly submitted solicitation responses at the time and place specified in the written solicitation and in the presence of any bidder who wishes to attend.

**Bidder:** A Vendor who submits a Solicitation Response.

**Breach:** Violation of a contractual obligation by failing to perform or repudiation of one’s own promise.

**Building:** The structure where the rebated improvements will be made including single and multifamily buildings. For multifamily buildings, building refers to the entire building and not an individual dwelling unit within that building.

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

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

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

**Cancellation:** To call off or revoke a solicitation, purchase order, or contract without expectation of conducting or performing at a later time.

**Categorical Eligibility:** The determination that a household meets income requirements by verifying household participation in another state or Federal program that (1) includes income qualification thresholds at least as stringent as the relevant Home Energy Rebates threshold and (2) updates participant lists through income verification at least every two years.

**Change Order:** Document that provides amendments to an executed purchase order or contract.

**Claimant:** The entity requesting a Home Energy Rebate for a home upgrade.

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

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

**Confidential Information:** See Proprietary Information.

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

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

**Contract Award:** Document that officially awards a contract to a bidder(s) as the result of a competitive solicitation or a vendor(s) in a contract that qualifies for an exception or exemption from the competitive bidding requirements of the State Procurement Act.

**Contract Management:** The management of day-to-day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Vendor.

**Contract Period:** The duration of the contract.

**Contractor:** See Vendor.

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

**Cost Sheet:** Commodities or Services specifically listed within the solicitation for evaluation.

**Customer Service:** The process of ensuring customer satisfaction by providing assistance and advice on those commodities or services provided by a Vendor.

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

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

**Disadvantaged Community:** A group of households characterized by the State. By default, the definition of a disadvantaged community for the Home Energy Rebates is a low-income household located within an area identified by the Climate and Economic Justice Screening Tool (CEJST).

**Dwelling Unit:** A building structure wherein a single household resides. Examples of a dwelling unit may include a single-family home, an apartment, or condominium unit in a multifamily building.

**Eligible Entity:** For 50122, a low-income household (less than 80% AMI), a moderate-income household (80%-150% AMI), or an individual or entity that owns a multifamily building not less than 50% of the residents of which are low- or moderate-income (LMI).

**Eligible Entity Representative:** A governmental, commercial, or nonprofit entity carrying out a qualified electrification project on behalf of an eligible entity for 50122.

**Eligible Rebate Recipient:** 50121: Homeowner, aggregator, or multifamily building owner. 50122: For each dwelling unit or multifamily building, either an eligible entity or an eligible entity representative.

**Energy Savings:** Post-retrofit energy consumption subtracted from the baseline energy consumption.

Generation technologies. Onsite solar photovoltaic, combined heat and power, or other renewable energy system.

**Evaluation:** The process of examining a solicitation response after opening to determine the bidder’s responsibility, responsiveness to requirements, and to ascertain other characteristics of the solicitation response that relate to determination of the successful award.

**Evaluation Committee:** Individual(s) identified by the agency that leads the solicitation to evaluate solicitation responses.

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

**Free on Board (F.O.B.) Destination:** The delivery charges are included in the quoted price and prepaid by the Vendor. Vendor is responsible for all claims associated with damages during delivery of product.

**Free on Board (F.O.B.) Point of Origin:** The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

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

**Household:** The occupant(s) living in a dwelling unit.

**Implementer:** A state-selected entity that works on behalf of the State to provide efficiency and/or electrification programs.

**Installation Date:** The date when the procedures described in “Installation by Vendor “and “Installation by State” as found in the solicitation or contract are completed.

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

**KWh Equivalent:** A metric that reflects the energy savings of all fuels in the project using the energy conversion of non-electric fuels to kWh on a BTU-equivalent basis as defined in section 4.3.2 of BPI 2400-2015.

**Late Solicitation Response:** A solicitation response received after the Opening Date and Time.

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

**Low-Income Household:** A household below 80% AMI.

**Low-Income Multifamily Building:** A building with at least 50% of households with incomes less than 80% AMI (<80%).

**Major Upgrade:** Energy usage, equipment, technologies, and services related to heating and cooling, envelope, and water heating end uses.

**Mandatory:** Required, compulsory, or obligatory.

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

**Moderate-Income Household:** A household between 80% and 150% AMI.

**Moderate-Income Multifamily Building:** A building with at least 50% of households with incomes less than 150% AMI (<150%).

**Multifamily Building:** A single building containing at least two dwelling units used for residential purposes. Commercial uses that are not eligible include but are not limited to hotels/motels, dormitories, assisted living facilities that include hospital amenities, and correctional facilities. For mixed-use buildings, a State may elect to treat the residential portion of the building as a multifamily building.

**Must:** See Shall.

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

**Non-Responsive Solicitation Response:** Any solicitation response that does not comply with the requirements of the solicitation or cannot be evaluated against the other solicitation responses.

**Nonnegotiable:** These clauses are controlled by state law and are not subject to negotiation.

**Open-Source:** A source code that is made freely available for possible modification and redistribution, for use by the community at large.

**Opening Date and Time:** Specified date and time for the opening of received, labeled, and sealed formal solicitation responses.

**Outsourcing:** The contracting out of a business process that an organization may have previously performed internally or for which an organization has a new need to an independent organization from which the process is purchased back.

**Payment Rate:** For the Section 50121 measured path, the method for calculating the amount of rebate.

**Payroll & Financial Center (PFC):** Electronic procurement system of record.

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

**Point of Contact (POC):** The person designated to receive communications and to communicate.

**Point of Sale:** The provision of a Section 50122 rebate as an instant discount when the recipient of the rebate pays (or authorizes an entity to access a rebate on their behalf) for the qualified upgrade, improvement, and/or service (e.g., when purchasing in-store, through a distributor, at wholesale onsite, or online, or when invoiced by a contractor for services rendered).

**Post-Retrofit Energy Consumption:** The whole-home energy usage in a kWh or kWh equivalent after the upgrade is complete.

**Portfolio of Homes:** A group of two or more homes considered collectively for purposes of the 50121 measured program path.

**Pre-Proposal Conference:** A meeting scheduled for the purpose of clarifying a written Request for Proposal and related expectations.

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

**Program Participants:** Aggregators, claimants, contractors, eligible rebate recipients, and implementers. Qualified electrification project.

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

**Proposal:** See Solicitation Response.

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

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

**Protest/Grievance:** A complaint about a governmental action or decision related to the solicitation or resultant contract under SPB’s Protest Policy.

**Quote:** See Solicitation Response.

**Rebate Funds:** Federal dollars used for: (1). Reimbursement or providing a cost discount for eligible upgrades based on a) energy savings, b) pre-determined qualified upgrade amounts, or c) total project costs. (2). Activities directly related to delivery of rebates to eligible rebate recipients including: - Equipment, tools, models, and procedures used to assess a home and estimate energy savings. (a). Equipment, tools, models, and procedures used to verify installations and perform quality control (QC) including inspections and reporting. (b). Customer service support. (c). Consumer protection functions including consumer feedback, project verification and inspections. (d). Income eligibility. (e). Disadvantage community delivery, including targeted marketing and outreach. (f). Disadvantaged community incentives. (g). Integration with existing programs, home energy assessments, and project scoping.

**Rebate Program Launch:** The point at which the State begins accepting rebate claims.

**Single-Family Home:**  A detached one-family dwelling or multiple single-family dwellings (townhouses) that have independent mechanical systems (e.g., heating, cooling, water heating, and ventilation) for each dwelling unit. Buildings with two or more units are considered multifamily. States may request DOE approval to apply different designations if the State’s jurisdiction has a significant number of buildings with unique characteristics.

**Release Date:** The date of public release of the solicitation.

**Renewal Period:** Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions; not to be confused with “Extension”.

**Request for Proposal (RFP):** See Solicitation.

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

**Responsive Bidder:** A Vendor who has submitted a solicitation response which conforms to all requirements of the solicitation.

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

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

**Solicitation:** A formal invitation to receive quotes in the form of a Request for Proposal or Invitation to Bid.

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

**Solicitation Conference:** A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

**Solicitation Response:** An offer, quote, bid, or proposal submitted by a Vendor in response to a Solicitation**.**

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

**Subcontractor:** Individual or entity with whom the Vendor enters a contract to perform a portion of the work awarded to the Vendor.

**Tenant:** Individual or household residing in a rental unit.

Termination: Occurs when either Party, under a power created by agreement or law, puts an end to the contract prior to the stated expiration date; all obligations that are still executory on both sides are discharged but any right based on prior breach or performance survives.

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

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

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

**Upgrade:** A single energy improvement to a dwelling unit or multifamily building that is a distinct and separable part of the overall scope of work of a home efficiency or electrification project.

Vendor: An individual or entity lawfully conducting business with the State. or licensed to do so, who seeks to provide and contract for goods or services under the terms of a Solicitation and/or Contract.

**Will:** See Shall.

**Work Day:** See Business Day.

# ACRONYM LIST

ACH – Automated Clearing House

**ALRD** – Administrative and Legal Requirements Document

**AMI** – Area Median Income

ARO – After Receipt of Order

BAFO – Best and Final Offer

**CFR** – Code of Federal Regulations

**CEJST** –Climate and Economic Justice Screening Tool

COI – Certificate of Insurance

DAS – Department of Administrative Services

**DOE** – U.S. Department of Energy

**FARC** – Financial Assistance Reporting Checklist

**FERC** – Federal Energy Regulatory Commission

**FPL** – Federal Poverty Level

**GHG** –Greenhouse Gas

**HEARS** – Home Electrification and Appliance Rebates (IRA Section 50122)

**HOMES** – Home Energy Efficiency Rebates (IRA Section 50121)

**HUD** – U.S. Department of Housing and Urban Development

**IRA** –Inflation Reduction Act

**IRS** – U.S. Internal Revenue Service

**LIHEAP** – Low Income Home Energy Assistance Program

**LIHTC** – Low-Income Housing Tax Credit

**LMI** – Low or Moderate-Income

**M&V** –Measurement and Verification

**NDEE** – Nebraska Department of Environment and Energy

**OMB** – U.S. Office of Management and Budget

**PAGE** – Performance and Accountability for Grants in Energy

**QA** – Quality Assurance

**QC** – Quality Control

**QEP** –Qualified Electrification Project

**QPL** –Qualified Products List

**RFP** – Request for Proposal

**SMI** – State Median Income

**SNAP** –Supplemental Nutrition Assistance Program

SPB – State Purchasing Bureau

1. PROCUREMENT PROCEDURE
	1. GENERAL INFORMATION

This solicitation is designed to solicit responses from qualified bidders who will be responsible for Home Energy Efficiency and Home Electrification Appliance Rebates Programs at a competitive and reasonable cost.

Solicitation responses shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective bidders are expected to carefully examine all documents, schedules, and requirements in this solicitation, and respond to each requirement in the format prescribed. Solicitation responses may be found non-responsive if they do not conform to the solicitation.

* 1. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with the State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

RFP Number: 120003 O5

Name: Dianna Gilliland/Kelly Rowlands, Procurement Contract Officer(s)

Agency: State Purchasing Bureau

Address: 1526 K Street, Suite 130

 Lincoln, NE 68508

Telephone: 402-471-6500

E-Mail: as.materielpurchasing@nebraska.gov

From the date the solicitation is issued until the Intent to Award is issued, communication from the bidder is limited to the POC listed above. After the Intent to Award is issued, the bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications, or amendments regarding this solicitation in writing. Only the SPB or awarding agency can award a contract. Bidders shall not have any communication with or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

* + 1. Contact made pursuant to pre-existing contracts or obligations,
		2. Contact required by the schedule of events or an event scheduled later by the POC; and
		3. Contact required for negotiation and execution of the final contract.

The State reserves the right to reject a bidder’s solicitation response, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

* 1. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

NOTE: All ShareFile links in the Schedule of Events below, are unique links for each schedule step. Please click the correct link for the upload step you are requesting.

| Schedule of Events |
| --- |
| ACTIVITY | DATE/TIME |
| 1. 1
 | Release solicitation | December 10, 2024 |
|  | Last day to submit written questions.ShareFile link for uploading questions: <https://nebraska.sharefile.com/r-rc405a01eadb945c597e9de4e24bb47b1>  | December 31, 2024 |
| 1. 1
 | State responds to written questions through solicitation “Addendum” to be posted to the Internet at: and<http://das.nebraska.gov/materiel/bidopps.html>  | January 14, 2025 |
| 1. 1
 | Electronic Solicitation Opening – Online Via WebexIT IS THE BIDDER’S RESPONSIBILTY TO UPLOAD ELECTRONIC FILES BY OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES.ShareFile Electronic Solicitation Submission Link: <https://nebraska.sharefile.com/r-rd9d8fbf771bf455b86e4538a2e20572f> Join Webex MeetingTuesday, January 21, 20252:00 PM  |  (UTC-06:00) Central Time (US & Canada)  |  1 hrAdd to calendar [Google](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fcalendar.google.com%2Fcalendar%2Frender%3Faction%3DTEMPLATE%26dates%3D20250121T200000Z%252F20250121T210000Z%26location%3Dhttps%253A%252F%252Fsonvideo.webex.com%252Fsonvideo%252Fj.php%253FMTID%253Dm933296ee064073cce1bdc85f09d1c982%26details%3DJOIN%2BWEBEX%2BWEBINAR%250Ahttps%253A%252F%252Fsonvideo.webex.com%252Fsonvideo%252Fj.php%253FMTID%253Dm933296ee064073cce1bdc85f09d1c982%26text%3D120003%2BO5%2BRFP%2BOpening&data=05%7C02%7CDianna.Gilliland%40Nebraska.gov%7Cfa3d3fabfc76483b732208dd195a0b0d%7C043207dfe6894bf6902001038f11f0b1%7C0%7C0%7C638694596712816885%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=njnKAOFDTtFa26PcR3TCkswtM7omCIXJ%2BAFOxezGzxA%3D&reserved=0) · [O365](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Foutlook.office.com%2Fcalendar%2Fdeeplink%2Fcompose%3Fpath%3D%252Fcalendar%252Faction%252Fcompose%26rru%3Daddevent%26subject%3D120003%2BO5%2BRFP%2BOpening%26startdt%3D2025-01-21T13%253A00%253A00-07%253A00%26enddt%3D2025-01-21T14%253A00%253A00-07%253A00%26location%3Dhttps%253A%252F%252Fsonvideo.webex.com%252Fsonvideo%252Fj.php%253FMTID%253Dm933296ee064073cce1bdc85f09d1c982%26body%3DJOIN%2BWEBEX%2BWEBINAR%253Cbr%253Ehttps%253A%252F%252Fsonvideo.webex.com%252Fsonvideo%252Fj.php%253FMTID%253Dm933296ee064073cce1bdc85f09d1c982&data=05%7C02%7CDianna.Gilliland%40Nebraska.gov%7Cfa3d3fabfc76483b732208dd195a0b0d%7C043207dfe6894bf6902001038f11f0b1%7C0%7C0%7C638694596712842395%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=Hf1iW9Zz41rDaPRuQbgRmrzAniTgm8Rl4a2miL%2F%2BESE%3D&reserved=0)[Join webinar](https://sonvideo.webex.com/sonvideo/j.php?MTID=m8be80aaa80b50197cf1b4745b2e459f7)**More ways to join:****Join from the webinar link**<https://sonvideo.webex.com/sonvideo/j.php?MTID=m8be80aaa80b50197cf1b4745b2e459f7>**Join by the webinar number**Webinar number (access code): 2493 943 4872Webinar password: Kxf3dgfDH95 (59333433 when dialing from a phone or video system)**Tap to join from a mobile device (attendees only)**+1-408-418-9388,,24939434872#59333433# United States TollSome mobile devices may ask attendees to enter a numeric password.**Join by phone**[Global call-in numbers](https://sonvideo.webex.com/sonvideo/globalcallin.php?MTID=mefa4c73513f8b93de855f2f48684453b) | January 21, 20252:00 PMCentral Time |
| 1. 1
 | Review for conformance to solicitation requirements  | January 21, 2025 through January 22, 2025 |
| 1. 1
 | Evaluation period | January 23, 2025 through February 13, 2025 |
| 1. 1
 | “Vendor Demonstrations” (if required) | To Be Determined |
| 1. 1
 | Post “Notification of Intent to Award” to Internet at: and <https://das.nebraska.gov/materiel/bidopps.html>  | February 18, 2025 |
| 1. 1
 | Contract finalization period  | February 18, 2025 through March 11, 2025 |
| 1. 1
 | Contract award | March 11, 2025 |
| 1. 2
 | Vendor start date | March 11, 2025 |

1. 1. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to State Purchasing Bureau and clearly marked “Solicitation Number 120003 O5; Home Energy Efficiency and Home Electrification Appliance Rebates Programs Questions”. The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should submit questions for any items upon which assumptions may be made when preparing a response to the solicitation. Any solicitation response containing assumptions may be deemed non-responsive and may be rejected by the State. Solicitation responses will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

Questions should be uploaded using the ShareFile link provided in the solicitation Schedule of Events, Section I.C.

It is recommended that bidders submit questions using the following format:

|  |  |  |
| --- | --- | --- |
| RFP Section Reference | RFP Page Number | Question |
|  |  |  |

Written answers will be posted at <https://das.nebraska.gov/materiel/bidopps.html> per the Schedule of Events.

* 1. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Nonnegotiable)

All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and 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> This should be accomplished prior to execution of the contract.

* 1. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject solicitation responses, withdraw an intent to award or award, or terminate a contract if an ethical violation has been committed, which includes, but is not limited to:

* + 1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process,
		2. Utilizing the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process,
		3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity:
		4. Submitting a solicitation response on behalf of another Party or entity; and
		5. Colluding with any person or entity to influence the bidding process, submit sham solicitation responses, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the solicitation response, or prejudice the State.

The bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the bidder throughout the bidding process and throughout the term of this contract for the awarded bidder and their subcontractors.

* 1. DEVIATIONS FROM THE SOLICITATION

The requirements contained in the solicitation (Sections II thru VI) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II thru VI must be clearly defined by the bidder in its solicitation response and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, requirements, or applicable state or federal laws or statutes. “Deviation”, for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

* 1. SUBMISSION OF SOLICITATION RESPONSES

The State is only accepting electronic responses submitted in accordance with this solicitation. The State will not accept solicitation responses by mail, email, voice, or telephone, unless otherwise explicitly stated in writing by the State.

Pages may be consecutively numbered for the entire solicitation response or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

The Technical Responses should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Response so that the bidder’s understanding of the scope of work may be evaluated. The Technical Response shall disclose the bidder’s technical requirements in as much detail as possible, including, but not limited to, the information required by the Technical Response instructions.

It is the bidder’s responsibility to ensure the solicitation response is received electronically by the date and time indicated in the Schedule of Events. Solicitation Responses must be submitted via ShareFile by the date and time of the opening per the Schedule of Events. No late solicitation responses will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. The website can be found here: <https://das.nebraska.gov/materiel/bidopps.html>.

Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to requirements, completeness, and clarity of content. If the solicitation response is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the solicitation response as non-conforming.

The ShareFile link for uploading Solicitation Response(s) is provided in the Schedule of Events, Section I.C.

**\*\*\*UNLESS OTHERWISE NOTED, DO NOT SUBMIT DOCUMENTS**

**THAT CAN ONLY BE ACCESSED WITH A PASSWORD\*\*\***

* + 1. **Bidders must submit responses via ShareFile using the solicitation submission link.**

Note: Not all browsers are compatible with ShareFile. Currently Chrome, Internet Explorer and Firefox are compatible. After the bidder clicks the solicitation response submission link, the bidder will be prompted to enter contact information including an e-mail address. By entering an e-mail address, the bidder should receive a confirmation email confirming the successful upload directly from ShareFile.

ShareFile link for uploading solicitation response(s) provided in the Schedule of Events, Section I.C.

* + - 1. The Solicitation response and Proprietary information should be uploaded as separate and distinct files.
				1. If duplicated responses are submitted, the State will retain only the most recently submitted response.
				2. If it is the bidder’s intent to submit multiple responses, the bidder must clearly identify the separate submissions.
				3. It is the bidder’s responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late responses will be accepted.
			2. ELECTRONIC SOLICITATION RESPONSE FILE NAMES

The bidder should clearly identify the uploaded solicitation response files. To assist in identification the bidder should use the following naming convention:

* + - * 1. 120003 O5 Company Name

If multiple files are submitted for one solicitation response, add number of files to file names:

120003 O5 Company Name File 1 of 2

120003 O5 Company Name File 2 of 2

* + - * 1. If multiple responses are submitted for the same solicitation, add the response number to the file names:

120003 O5 Company Name Response 1 File 1 of 2

The “Contractual Agreement Form” must be signed manually in ink or by DocuSign and returned by the opening date and time along with the bidder’s solicitation response and any other requirements as stated in this solicitation in order for the bidder’s solicitation response to be evaluated.

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing.

* 1. SOLICITATION PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidder’s in replying to this solicitation, including any activity related to bidding on this solicitation.

* 1. FAILURE TO COMPLY WITH SOLICITATION

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

* + 1. Rejection of a bidder’s solicitation response,
		2. Withdrawal of the Intent to Award,
		3. Withdrawal of the Award,
		4. Negative documentation regarding Vendor Performance,
		5. Termination of the resulting contract,
		6. Legal action; and
		7. Suspension or Debarment of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation. Such period to be within the sole discretion of the State.
	1. SOLICITATION RESPONSE CORRECTIONS

A bidder may correct a mistake in an electronically submitted solicitation response prior to the time of opening by uploading a revised and completed solicitation response.

* + 1. If a corrected electronic solicitation response is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted. The corrected solicitation response file name(s) should be identified as:
			1. Corrected 120003 O5 Company Name Response #1 File 1 of 2,
			2. Corrected 120003 O5 Company Name Response #2 File 2 of 2, etc.

Changing a solicitation response after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

* 1. LATE SOLICITATION RESPONSES

Solicitation Responses received after the time and date of the opening will be considered late responses. Late responses will be considered non-responsive. The State is not responsible for responses that are late or lost regardless of cause or fault.

* 1. BID OPENING

The opening will consist of opening solicitation responses and announcing the names of bidders. Responses **WILL NOT** be available for viewing by those present at the opening. Responses will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. Once responses are opened, they become the property of the State of Nebraska and will not be returned.

* 1. SOLICITATION REQUIREMENTS

The solicitation responses will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Solicitation responses not meeting the requirements may be rejected as non-responsive. The requirements are as follows:

* + 1. Original Contractual Agreement Form signed manually in ink or by DocuSign,
		2. Clarity and responsiveness,
		3. Completed Corporate Overview,
		4. Completed Sections II thru VI,
		5. Completed Technical Response; and
		6. Completed Cost Sheet.
	1. EVALUATION COMMITTEE

Solicitation Responses are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this Solicitation may result in the rejection of this response and further administrative actions.

* 1. EVALUATION OF SOLICITATION RESPONSES

All solicitation responses that are deemed responsive to the solicitation will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all responses in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

* + 1. Corporate Overview may include, but is not limited to:
			1. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Solicitation,
			2. the character, integrity, reputation, judgment, experience, and efficiency of the bidder,
			3. whether the bidder can perform the contract within the specified time frame,
			4. the bidder’s historical or current performance; and
			5. such other information that may be secured and that has a bearing on the decision to award the contract.

In evaluating the corporate overview, the State may consider, past experiences with the vendor, references, the State’s record of the vendor which may include, but is not limited to Vendor Compliance Request, Contract Non-Compliance Notice, vendor performance reports, and any information related to the vendor’s historical or current character, integrity, reputation, capability, or performance with the State or a third-party.

* + 1. Technical Response; and
		2. Cost Sheet.

Neb. Rev. Stat. § 73-808 allows the State to consider a variety of factors, including, but not limited to, the quality of performance of previous contracts to be considered when evaluating responses to competitive solicitations in determining a responsible bidder. Information obtained from any Contract Compliance Request or any Contract Non-Compliance Notice (See Terms & Conditions, Section H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

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

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in (a) of this paragraph and (ii) the management and daily business operations of the business are controlled by one or more persons described in (a) of this paragraph. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a solicitation response in accordance with Neb. Rev. Stat. § 73-107 and has so indicated on the Contractual Agreement Form under “Vendor must complete the following” requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the Vendor within ten (10) business days of request:

* + 1. Documentation from the United States Armed Forces confirming service,
		2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions),
		3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
		4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

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

* 1. BEST AND FINAL OFFER

Each bidder should provide its best offer with their original solicitation response and should not expect the State to request a best and final offer (BAFO).

The State reserves the right to conduct more than one BAFO.. If requested by the State, the BAFO must be submitted on the BAFO Cost Sheet and in accordance with the State’s instructions. Failure to submit a requested BAFO or failure to submit a BAFO in accordance with the State’s instructions may result in rejection of the bidder’s entire solicitation response. BAFOs may be scored and ranked by the Evaluation Committee.

* 1. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a solicitation response, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder’s clients. Reference and credit checks may be grounds to reject a solicitation response, withdraw an intent to award, or rescind the award of a contract.

* 1. AWARD

The State reserves the right to evaluate solicitation responses and award contracts in a manner utilizing criteria selected at the State's discretion and in the State’s best interest. After evaluation of the solicitation responses, or at any point in the Solicitation process, the State of Nebraska may take one or more of the following actions:

* + 1. Amend the solicitation.
		2. Extend the date and time of a solicitation.
		3. Waive deviations or errors in the State’s solicitation process and in bidder responses that are not material, do not compromise the solicitation process or a bidder’s response, and do not improve a Vendor’s competitive position.
		4. Accept or reject a portion of or all of a solicitation response.
		5. Accept or reject all responses.
		6. Withdraw the solicitation.
		7. Elect to re-release the solicitation.
		8. Award single lines or multiple lines to one or more Vendors; or,
		9. Award one or more all-inclusive contracts.

The State of Nebraska may consider, but is not limited to considering, one or more of the following award criteria:

* + 1. Price,
		2. Location,
		3. Quality,
		4. Delivery time,
		5. Bidder qualifications and capabilities,
		6. State contract management requirements and/or costs.

The solicitation does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at: <https://das.nebraska.gov/materiel/bidopps.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at: <https://das.nebraska.gov/materiel/docs/NE_DAS_Materiel_Purchasing_Agency-SPB_Policy_23_07_Protest_Policy.pdf>

* 1. LUMP SUM OR “ALL OR NONE” SOLICITATION RESPONSES

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a response on an “all or none” or “lump sum” basis but should also submit a response on an item-by-item basis. The term “all or none” means a conditional response which requires the purchase of all items on which responses are offered and bidder declines to accept award on individual items; a “lump sum” response is one in which the bidder offers a lower price than the sum of the individual responses if all items are purchased but agrees to deliver individual items at the prices quoted.

**“LUMP SUM” OR “ALL OR NONE” RESPONSES SHOULD BE CLEARLY IDENTIFIED ON THE FIRST PAGE OF THE SOLICITATION AND COST SHEET (IF APPLICABLE)**

* 1. REJECTION OF SOLICITATION RESPONSES

The State reserves the right to reject any or all responses, wholly or in part, in the best interest of the State.

* 1. PRICES & COST CLARIFICATION

Discount and Price provisions are discussed in Sections III.G and III.H. The State reserves the right to review all aspects of cost for reasonableness and realism as those terms are defined in (Neb. Rev. Stat. § 73-810 (1) (a) and (b) The State may request clarification of any solicitation where the cost component indicates a significant and unsupported deviation from industry standards or in areas where detailed pricing is required. Under Neb. Rev. Stat. § 73-810 (2), the State may reject a bid if the price is not reasonable or realistic.

* 1. VENDOR DEMONSTRATIONS

The State may determine that oral interviews/presentations and/or demonstrations are required. Every bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical Response and Cost Sheets. The presentation process will allow the bidders to demonstrate their solicitation response offering, explaining and/or clarifying any unusual or significant elements related to their solicitation responses. Bidders’ key personnel, identified in their solicitation response, may be requested to participate in a structured interview to determine their understanding of the requirements of this solicitation response, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their solicitation responses.

Once the oral interviews/presentations and/or demonstrations have been completed, the State reserves the right to make an award without any further discussion with the bidders regarding the solicitation responses received.

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

1. TERMS AND CONDITIONS

Bidder should read the Terms and Conditions within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Terms and Conditions Within Section as Written” in the table below. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

* + 1. The specific clause, including section reference, to which an exception has been taken,
		2. An explanation of why the bidder took exception to the clause; and
		3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. 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 solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

|  |  |  |
| --- | --- | --- |
| **Accept All Terms and Conditions Within Section as Written****(Initial)** | **Exceptions Taken to Terms and Conditions Within Section as Written****(Initial)** | **Exceptions:**(Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.) |
|  |  |  |

The bidders should submit with their solicitation response 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 solicitation response 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 has been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

* + 1. If only one (1) 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.
	1. GENERAL
		1. The contract resulting from this Solicitation shall incorporate the following documents:
			1. Solicitation, including any attachments and addenda,
			2. Questions and Answers,
			3. Bidder’s properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder,
			4. Addendum to Contract Award (if applicable), and
			5. Amendments to the Contract. (if applicable)

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) Addendums to the solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda or attachments, and 5) the Vendor’s submitted solicitation response, including any terms and conditions or agreements that are accepted by the State.

Unless otherwise specifically agreed to in writing by the State, the State’s standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Vendor.

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.

* 1. NOTIFICATION

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; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

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.

* 1. BUYER’S REPRESENTATIVE

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 bidder 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.

* 1. GOVERNING LAW (Nonnegotiable)

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.

* 1. BEGINNING OF WORK & SUSPENSION OF SERVICES

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

The State may, at any time and without advance notice, require the Vendor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Vendor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Vendor with written notice that such performance or deliverables may resume, in whole or in part.

* 1. AMENDMENT

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

* 1. CHANGE ORDERS OR SUBSTITUTIONS

The State and the Vendor, 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 Vendor may not claim forfeiture of the contract by reasons of such changes.

The Vendor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Vendor 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 Vendor’s solicitation response, were foreseeable, or result from difficulties with or failure of the Vendor’s solicitation response or performance.

No change shall be implemented by the Vendor 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 good or service is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract to include the alternate product at the same price.

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

* 1. RECORD OF VENDOR PERFORMANCE

The State may document the vendor’s performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor’s performance for a specific contract (“Contract Compliance Request”). The State may also document the Vendor’s performance in a report, which may or may not be provided to the vendor (“Contract Non-Compliance Notice”). The Vendor shall respond to any Contract Compliance Request or Contract Non-Compliance Notice in accordance with such notice or request. At the sole discretion of the State, such Contract Compliance Requests and Contract Non-Compliance Notices may be placed in the State’s records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity. The record of vendor performance will be considered in any suspension or debarment action.

* 1. NOTICE OF POTENTIAL VENDOR BREACH

If Vendor breaches the contract or anticipates breaching the contract, the Vendor 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.

* 1. BREACH

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 email, delivery receipt requested; 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.

The State’s failure to make payment shall not be a breach, and the Vendor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

* 1. NON-WAIVER OF BREACH

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.

* 1. SEVERABILITY

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.

* 1. INDEMNIFICATION
		1. **GENERAL**

The Vendor 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 Vendor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Vendor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

* + 1. **INTELLECTUAL PROPERTY**

The Vendor 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 Vendor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Vendor prompt notice in writing of the claim. The Vendor 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 Vendor has indemnified the State, the Vendor shall, at the Vendor’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 Vendor, and the State may receive the remedies provided under this Solicitation.

* + 1. **PERSONNEL**

The Vendor 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 Vendor.

* + 1. **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. If there is a presumed loss under the provisions of this agreement, Vendor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.

* + 1. **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, Vendors or assigns or by third persons, shall be determined according to applicable law.

* + 1. 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.
	1. ATTORNEY'S FEES

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.

* 1. ASSIGNMENT, SALE, OR MERGER

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

The Vendor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor’s business. Vendor 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 Vendor 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.

* 1. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE

The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(2), 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 Vendor 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.

* 1. FORCE MAJEURE

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”) that was not foreseeable at the time the Contract was executed. 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.

* 1. CONFIDENTIALITY

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.

* 1. EARLY TERMINATION

The contract may be terminated as follows:

* + 1. The State and the Vendor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
		2. The State, in its sole discretion, may terminate the contract, in whole or in part, for any reason upon thirty (30) calendar day’s written notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor 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, in whole or in part, immediately for the following reasons:
			1. if directed to do so by statute,
			2. Vendor 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,
			3. a trustee or receiver of the Vendor or of any substantial part of the Vendor’s assets has been appointed by a court,
			4. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Vendor, its employees, officers, directors, or shareholders,
			5. an involuntary proceeding has been commenced by any Party against the Vendor 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 Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor,
			6. a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code,
			7. Vendor intentionally discloses confidential information,
			8. Vendor has or announces it will discontinue support of the deliverable; and,
			9. In the event funding is no longer available.
	1. CONTRACT CLOSEOUT

Upon termination of the contract for any reason the Vendor shall within thirty (30) days, unless stated otherwise herein:

* + 1. Transfer all completed or partially completed deliverables to the State,
		2. Transfer ownership and title to all completed or partially completed deliverables to the State,
		3. Return to the State all information and data unless the Vendor is permitted to keep the information or data by contract or rule of law. Vendor 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 Vendor’s routine back up procedures,
		4. Cooperate with any successor Contactor, person, or entity in the assumption of any or all of the obligations of this contract,
		5. Cooperate with any successor Contactor, person, or entity with the transfer of information or data related to this contract,
		6. Return or vacate any state owned real or personal property; and,
		7. Return all data in a mutually acceptable format and manner.

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

* 1. AMERICANS WITH DISABILITIES ACT

Vendor 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.

* 1. CERTIFICATION REGARDING LOBBYING

The undersigned agrees that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

1. VENDOR DUTIES

Bidder should read the Vendor Duties within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Vendor Duties Within Section as Written” in the table below. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

* + 1. The specific clause, including section reference, to which an exception has been taken,
		2. An explanation of why the bidder took exception to the clause; and
		3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. 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 solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

|  |  |  |
| --- | --- | --- |
| **Accept All Vendor Duties Within Section as Written****(Initial)** | **Exceptions Taken to Vendor Duties Within Section as Written****(Initial)** | **Exceptions:**(Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.) |
|  |  |  |

* 1. INDEPENDENT VENDOR / OBLIGATIONS

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

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

The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor 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 bidder's solicitation response 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 Vendor to the contract shall be employees of the Vendor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Vendor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Vendor or the subcontractor respectively.

With respect to its employees, the Vendor 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 Vendor’s employees, including all insurance required by state law,
		3. Damages incurred by Vendor’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 Vendor’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 Vendor, its officers, agents, or subcontractors or subcontractor’s employees).

If the Vendor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the solicitation response. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its solicitation response in the performance of the contract without the prior written authorization of the State. If the Vendor subcontracts any of the work, the Vendor agrees to pay any and all subcontractors in accordance with the Vendor’s agreement with the respective subcontractor(s).

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

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

* 1. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)

The Vendor certifies that it is not a scrutinized company as defined under the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. Sec. § 73-903 (5); that it will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company.

* 1. EMPLOYEE WORK ELIGIBILITY STATUS

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

* + 1. The Vendor 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>

* + 1. The completed United States Attestation Form should be submitted with the Solicitation response.
		2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor’s lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
		3. The Vendor understands and agrees that lawful presence in the United States is required, and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.
	1. FEDERAL TAX LIABILITY

With signature on the Contract, the Contractor certifies that they: (1) are not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an Contract with the authority responsible for collecting the tax liability, and (2) have not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under any Federal law within 24 months preceding the award, unless DOE has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to protect the Government's interests.

* 1. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)

The Vendor 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 Vendors 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 Vendor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Vendor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Solicitation.

* 1. COOPERATION WITH OTHER VENDORS

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

* 1. 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 solicitation response. 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.

* 1. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, 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.

NDEE is interested in understanding type and level of costs for the proposed program design and implementation decisions that significantly impact cost. The Bidder shall:

* + 1. Submit a Pricing Schedule and associated budget in the format provided in Attachment - Cost Sheet. Populate the "Deliverables/Tasks" column to include deliverables/tasks involved in achieving the milestone listed in the corresponding "Milestone" column, with the exception of those rows that are already populated with Deliverables/Tasks.
		2. In addition to populating the Cost Sheet, describe program design decisions that significantly impact total cost to deliver Part IV: Program Implementation.

NDEE understands that pricing will depend in part on program design decisions that are yet to be made and requests pricing schedules reflecting the overall approach outlined in the proposal for illustrative purposes.

Prices submitted on the cost sheet form, once accepted by the State, shall remain fixed for the first twelve months of the contract. Any request for a price increase subsequent to the first twelve months of the contract shall not exceed 25% of the price proposed for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

This funding amount does not include the programmatic funding for home energy rebates that the Contractor will deliver to eligible recipients. Note funding availability for the Contractor is contingent upon successful submission of Application and continuation application documents through which NDEE will secure tranches of funding for the Home Energy Rebate Programs.

Per Exhibit B - Administrative and Legal Requirements Document (ALRD), costs must be allowable, allocable, and reasonable in accordance with the applicable Federal cost principles referenced in 2 CFR 200. The cost principles for commercial organizations are in Federal Acquisition Regulation (FAR) Part 31. (Under 2 CFR Part 200 as amended by 2 CFR Part 910 regulations, the cost principles are contained in Subpart E—Cost Principles within 2 CFR Part 200.) Rebates issued under these awards are not federal public benefits.

**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.**

* 1. PERMITS, REGULATIONS, LAWS

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 Vendor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Vendor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

* 1. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Vendor 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. Vendor 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.

* 1. INSURANCE REQUIREMENTS

The Vendor 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 Vendor shall not commence work on the contract until the insurance is in place. If Vendor subcontracts any portion of the Contract the Vendor must, throughout the term of the contract, either:

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

The Vendor 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 Vendor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Vendor hereunder.

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

If by the terms of any insurance a mandatory deductible is required, or if the Vendor elects to increase the mandatory deductible amount, the Vendor 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 Vendor shall take out and maintain during the life of this contract the statutory Workers’ Compensation and Employer's Liability Insurance for all of the contactors’ employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Vendor 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.

* + 1. **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Vendor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Vendor 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 Vendor 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 Vendors, 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 |
| XCU Liability (Explosion, Collapse, and Underground Damage) | Included |
| Independent Vendors | Included |
| Abuse & Molestation | Included |
| ***If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.*** |
| WORKER’S COMPENSATION |
| Employers Liability Limits | $500K/$500K/$500K |
| Statutory Limits- All States | Statutory - State of Nebraska |
| Voluntary Compensation | Statutory |
| COMMERCIAL AUTOMOBILE LIABILITY  |
| Bodily Injury/Property Damage  | $1,000,000 combined single limit |
| Include All Owned, Hired & Non-Owned Automobile liability | Included |
| Motor Carrier Act Endorsement | Where Applicable |
| UMBRELLA/EXCESS LIABILITY |
| Over Primary Insurance  | $5,000,000 per occurrence |
| PROFESSIONAL LIABILITY |
| All Other Professional Liability (Errors & Omissions)  | $1,000,000 Per Claim / Aggregate |
| 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 | $5,000,000 |
| 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 & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured.” |

* + 1. **EVIDENCE OF COVERAGE**

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

Agency: Nebraska Department of Environment and Energy

Attn: NDEE c/o Aaron Miller

RFP: 120003 O5

245 Fallbrook Avenue, Suite 100

Lincoln NE, 68521

Email: aaron.miller@nebraska.gov

These certificates or the cover sheet shall reference the solicitation 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 Vendor to maintain such insurance, then the Vendor 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.

* + 1. **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 Vendor.

* 1. ANTITRUST

The Vendor 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.

* 1. CONFLICT OF INTEREST

By submitting a solicitation response, vendor certifies that no relationship exists between the vendor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this solicitation or project.

Vendor further certifies that vendor will not employ any individual known by vendor to have a conflict of interest nor shall vendor 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, vendor shall provide with its solicitation response 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 solicitation response evaluation.

* 1. STATE PROPERTY

The Vendor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Vendor's use during the performance of the contract. The Vendor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

* 1. SITE RULES AND REGULATIONS

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

* 1. ADVERTISING

The Vendor 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.

* 1. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)
		1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
		2. By entering into this Contract, Vendor understands and agrees that if the Vendor is providing a product or service that contains ICT, as defined in subsection 3 below and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Vendor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.
		3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Vendor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a Vendor.
	2. DISASTER RECOVERY/BACK UP PLAN

The Vendor 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.

* 1. DRUG POLICY

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

* 1. WARRANTY

Despite any clause to the contrary, the Vendor 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 Vendor 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 Vendor is unable to perform the services as warranted, Vendor shall reimburse the State all fees paid to Vendor 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.

* 1. TIME IS OF THE ESSENCE

Time is of the essence with respect to Vendor’s performance and deliverables pursuant to this Contract.

1. PAYMENT

Bidder should read the Payment clauses within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Payment clauses Within Section as Written” in the table below. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

* + 1. The specific clause, including section reference, to which an exception has been taken,
		2. An explanation of why the bidder took exception to the clause; and
		3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. 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 solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

|  |  |  |
| --- | --- | --- |
| **Accept All Payment Clauses Within Section as Written****(Initial)** | **Exceptions Taken to Payment Clauses Within Section as Written****(Initial)** | **Exceptions:**(Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.) |
|  |  |  |

* 1. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

Pursuant to Neb. Rev. Stat. § 81-2403, “[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.”

* 1. TAXES (Nonnegotiable)

The State is not required to pay taxes and assumes no such liability as a result of this Solicitation. The Vendor 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 Vendor's equipment which may be installed in a state-owned facility is the responsibility of the Vendor.

* 1. INVOICES

Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment. Invoices shall be submitted no more than monthly to ndee.accounting@nebraska.gov. Invoices shall include the contract number and a summary of activities completed, including performance metrics, as described in the contract, for the contract period. The terms and conditions included in the Vendor’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. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.** NDEE will work with the Contractor to set up an expedited, sub-30-day reimbursement process for rebate payments.

* 1. INSPECTION AND APPROVAL

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

The State and/or its authorized representatives shall have the right to enter any premises where the Vendor 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.

* 1. PAYMENT (Nonnegotiable)

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

* 1. LATE PAYMENT (Nonnegotiable)

The Vendor 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).

* 1. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable)

The State’s obligation to pay amounts due on the Contract for 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 Vendor 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 Vendor 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 Vendor be paid for a loss of anticipated profit.

* 1. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

The State shall have the right to audit the Vendor’s performance of this contract upon a thirty (30) days’ written notice. Vendor 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 Vendor 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 Vendor shall make the Information available to the State at Vendor’s place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Vendor so elects, the Vendor 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 Vendor be required to create or maintain documents not kept in the ordinary course of Vendor’s business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Vendor.

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 percent (3%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor 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 Vendor agrees to correct any material weaknesses or condition found as a result of the audit.

1. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder should provide the following information in response to this Solicitation.

A qualified bidder should be able to design and implement the Home Energy Efficiency Rebates (IRA Section 50121) and the Home Electrification and Appliance Rebates (IRA Section 50122) programs for the State. Nebraska Department of Environment and Energy (NDEE) plans to design and implement the Home Electrification Appliance Rebates program in conjunction with the Home Efficiency Rebates program. NDEE is looking to operate the programs with a contractor led approach.

1. PROJECT OVERVIEW
	* 1. **PROGRAM BACKGROUND**

The purpose of this RFP is to select a qualified Contractor to design and implement the Home Energy Efficiency Rebates (IRA Section 50121) and the Home Electrification and Appliance Rebates (IRA Section 50122) programs for the state of Nebraska.

The Nebraska Department of Environment and Energy (NDEE) is committed to promoting healthy communities, economic growth, and environmental sustainability through energy efficiency and renewable energy by offering a variety of programs through both federal and state funding. The Inflation Reduction Act (IRA) authorized the U.S. Department of Energy (DOE) to carry out the Home Energy Rebate Programs to help households save money on energy bills, improve energy efficiency, and reduce indoor and outdoor air pollution. The Home Energy Rebate Programs consists of two programs: the Home Energy Efficiency Rebates (IRA Section 50121) and the Home Electrification and Appliance Rebates (IRA Section 50122).

The Home Energy Efficiency Rebates will provide funding to lower the upfront cost of whole-home energy efficiency upgrades in single-family and multi-family homes aiding retrofitting and electrification efforts. The Home Electrification and Appliance Rebates will help finance the upfront cost of efficient electric technologies in single-family and multi-family homes.

* + 1. **PROGRAM VISION**

NDEE plans to design and implement the Home Electrification Appliance Rebates (HEAR) program in conjunction with the Home Efficiency Rebates (HOME) program. NDEE envisions that the development of the Home Efficiency Rebates will initially focus on using a modeled energy savings pathway.

NDEE is looking to operate the programs with a contractor led approach. To have strong contractor participation, it is necessary to have a strong centralized message and consideration given to workforce development opportunities in the state. NDEE will be looking to create a screening process for contractors to verify state registration, valid license, and insurance. Since NDEE alone will not be able to handle all the inquiries regarding rebate processing a call center may be necessary to pursue.

Stakeholder outreach and collaboration will be important to the success of the programs. Relevant stakeholders may include Nebraska Department of Health and Human Services (NDHHS), Community Action of Nebraska (CAN), Nebraska Department of Economic Development (NDED), Nebraska Investment Authority (NIFA), Nebraska Department of Labor (NDOL), local housing authorities, public and investor-owned utilities, supplies and trade organizations.

Initially NDEE is looking to develop a program for single-family homes and then evaluating criteria to design a program for multifamily and manufactured homes.

* + 1. **PROGRAM FUNDING**

The total Nebraska allocation for the Home Efficiency Rebates (50121) is $45,721,229.00 and the total allocation for the Home Electrification and Appliance Rebates (50122) is $45,547,120.00. NDEE’s preference is the have the funds fully disbursed within 5 years from program start, but no later than September 30, 2031 with the maximum allocation going towards rebates.

40% - 50% of funding will be reserved for low-income qualified households and NDEE will evaluate whether additional funds should be reserved for low-income households. NDEE is considering allowing higher rebate levels (100% incentives) than what DOE has recommended for low income (less than 80% AMI) and for those that are just outside AMI window.

1. PROJECT ENVIRONMENT

Nebraska’s Home Energy Rebate Programs will provide funding in the form of rebates to Nebraska residents to lower the upfront cost of whole-home energy efficiency upgrades and efficient electric technologies in single-family and multi-family homes.

1. SCOPE OF WORK

The Contractor will support the design and implementation of Home Energy Efficiency Rebates (IRA Section 50121) and the Home Electrification and Appliance Rebates (IRA Section 50122) programs. This includes assisting in program design and stakeholder strategy, application support, state process support, and programs implementation.

As HOMES and HEAR are two separate federal programs, they will require separate federal funding applications and reporting throughout the life the programs.

NDEE is seeking a partner with which to undergo in-depth program design before Nebraska’s Home Energy Rebate Programs are launched as well as iterate upon that program design with stakeholders once they are active. As such, NDEE is not including detailed program requirements in this RFP. However, based on internal and external stakeholder feedback to date, NDEE anticipates prioritizing a program design that furthers these overall program objectives:

* + 1. Provide consumers with a streamlined experience to access all available federal, state, local, and utility incentives as well as financing, as necessary and appropriate.
		2. Serve households in Nebraska's single-family and multi-family residential buildings and across its geographic regions (including rural communities and disadvantaged communities);
		3. Support households in realizing near-term benefits from rebates, especially for households with highest needs (e.g., most energy burdened), while spurring long-term transformation across the entire residential market,
		4. Complement existing programs by directing rebates to households eligible to be served by other programs (e.g., HEAR plus the Weatherization Assistance Program (WAP)) as well as by serving households that are underserved by existing energy assistance programs (e.g., moderate-income households);
		5. Optimize between providing consumers and building energy contractors with optionality (e.g., modeled and measured HOMES savings pathways) while keeping program design simple enough to motivate participation,
		6. Create opportunity for both small and large building energy contractors while specifically expanding opportunity for small, woman- and minority-owned businesses and those based in rural and disadvantaged communities; and
		7. Minimize requirements for consumers and building energy contractors while protecting consumers (e.g., by ensuring adequate access to data to make informed decisions) and ensuring responsible stewardship of public funds.
1. SPECIAL TERMS AND CONDITIONS

The recipient agrees to be aware of and comply to all programmatic requirements in the following:

* + 1. Exhibit A – Program Requirements and Application Instructions,
		2. Exhibit B - Administrative and Legal Requirements Document (ALRD) for Section 50121 and 50122,
		3. Exhibit C - IRA Rebates Early Administration Special Terms and Conditions in accordance with Term 3.

Flow Down Requirements for Sections 50121 (Exhibit B) and 50122 (Exhibit C). These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions, or restrictions cited throughout the award.

1. TECHNICAL REQUIREMENTS

Refer to Attachment A – Technical Requirements. Bidders must complete Attachment A and submit with proposal response.

1. DELIVERABLES

The following section corresponds with the Cost Sheet – Pricing Schedule.

NDEE seeks assistance with the following tasks, broken into: Part I (questions 1-6), Part II (questions 7-71), Part III (questions 72-104), and Part IV (questions 105-143). The activities under Part I, Part II, Part III will be funded via Home Energy Rebate Programs early-access administrative funding secured by NDEE.

* + 1. **PART I. PROGRAM DESIGN AND STAKEHOLDER STATEGY**
			1. **CONDUCT BACKGROUND RESEARCH AND COLLECT DATA TO INFORM PROGRAM DESIGN**

The contractor will complete foundational work (research, interviews, surveys, community meetings, literature review, baselining, data collection, etc.) to inform program design. This includes the following subtasks:

* + - * 1. Review and summarize federal program requirements.
				2. Conduct background research, including literature review to identify best practices.
				3. Document existing program landscape (within state or region) to identify potential programs to leverage or gaps in existing programs, including:

Other funding opportunities available to households,

Existing rebates offerings (e.g., amounts, eligibility requirements, qualified product lists, incentive delivery methods),

Existing market engagement efforts (e.g., qualified contractor networks),

Program achievements and hard-to-reach markets, and

Potential for coordination with Community-Based Organizations.

* + - * 1. Identify legal, policy, or political challenges and opportunities related to program implementation.
				2. Conduct secondary research to inform market assessment, including:

Analyzing stock and program potential,

Assessing existing available qualified workforce, and

Assessing landscape of distributor and retail networks.

Attend relevant presentations by DOE and other industry partners as appropriate to ensure the state has the latest information about the Home Energy Rebates Program.

* + - 1. **DEVELOP HIGH-LEVEL PROGRAM DESIGN STATEGY**

The contractor will develop a high-level program design strategy. This includes the following subtasks:

* + - * 1. Identify program(s) and paths for state to apply for and implement.

Identify key program aspects such as:

Eligible households,

Eligible upgrades,

Income verification methods,

Rebate amounts and project cost caps,

Education and outreach strategy,

Managing qualified contractor networks, and

Data and collection and reporting methods.

* + - * 1. Develop strategy for integrating rebates with existing federal, state, utility, and community-based programs, as appropriate and permitted under the law such as:

Developing co-branded customer resources (e.g., technology pages, brochures, webinars).

Integrating network enrollment processes for participating contractors.

* + - * 1. Conduct technical and financial analyses to support program design, such as:

Forecasts of energy savings by program,

Identification and review of tools available to support the program(s),

Financial analyses of proposed implementation approaches, including the integration of federal funding with existing state and utility incentive offers, and

* + - * 1. Analysis and mapping of populations that meet the goals of the Justice40 initiative.
			1. **DESIGN AND CONDUCT STAKEHOLDER OUTREACH**

The contractor will develop and execute a comprehensive stakeholder engagement plan that ensures key project stakeholders are informed and have an opportunity to engage with the program as it is developed and deployed. This includes:

* + - * 1. Identify relevant stakeholders and categorize the types of collaboration needed.
				2. Develop a strategy and timeline for scheduling, hosting, and convening stakeholder meetings.
				3. Assist in development of meeting materials as needed, including meeting agendas, presentations, and Q&A documentation.
				4. Conduct community and market research to support stakeholder engagement, identify existing program staff, supply chain contacts, and tradespeople that should be engaged or informed as programs proceed.
				5. Engage with external stakeholders and agencies to determine needs for residents, manufacturers, distributors, retailers, and contractors.
				6. Support stakeholder meetings.
				7. Facilitate meetings, including development of agendas, discussion facilitation, and record keeping.
				8. Review technical meeting and public hearing submissions from stakeholders to inform program design.
		1. **PART II. APPLICATION SUPPORT**
			1. **ESTABLISH AN APPLICATION PROJECT MANAGEMENT PROJECT PLAN AND TIMELINE**

Develop a project management plan and timeline that outlines the application development, submission, review, and approval process. The plan should include key dates, required documents and workbooks, application tasks, application milestones, and expected roles/responsibilities of various staff (e.g., state, contractors, and partners).

* + - 1. **DEVELOP PROGRAM APPLICATION MATERIALS**

The contractor will support states in the development of the program application materials and all relevant deliverables required by the DOE for the Home Energy Rebate Programs. This includes the following tasks:

* + - * 1. Review of sample application responses,
				2. Identification of needed information to draft responses,
				3. Draft of initial state narrative responses,
				4. Completion of budget templates, including forecasts of administrative, project and rebate budgets,
				5. Completion of all other applicable required documents,
				6. Management of review and editing process for application responses, and
				7. Management of communications and versions of drafts between DOE and state during review and revision process.
		1. **PART III. STATE PROCESS SUPPORT**
			1. **PROVIDE PROJECT MANAGEMENT AND COORDINATION**

Support state staff as needed through all stages of the program lifecycle, such as launch, implementation, and reporting.

* + - * 1. Establish a project launch and implementation timeline. Ensure project plans stay on track, schedule meetings, take and distribute notes, and follow up on action items.
				2. Support state staff in project management related activities.
				3. Track progress of milestones identified in timelines and report status to state staff.
				4. Support coordination with other program partners and funding sources.
				5. Collaborate with other relevant teams and industry partners as needed.
		1. **PART IV. PROGRAMS IMPLEMENTATION**
			1. **IMPLEMENT THE PROGRAMS PER THE DESIGN DESCRIBED IN NDEE’S APPLICATONS**

The Contractor shall deliver on all activities indicated to be undertaken by the third-party Home Energy Rebate Programs implementer in the approved Applications.

* + - * 1. As may be necessary or prudent, the Contractor shall enter subcontracts or partner with various entities to perform all necessary program functions in a timely and efficient manner and is responsible for appropriate oversight, as applicable. NDEE shall be consulted before subcontracts are executed that will require the use of funds from the Home Energy Rebate Programs. NDEE reserves the right to enter into related contracts or agreements with the same subcontractors for the delivery of program services and funds.
				2. The Contractor shall hold regular meetings with NDEE staff to discuss and evaluate progress on implementation of the Home Energy Rebate Programs.
				3. US DOE will release Home Energy Rebate Programs funding in tranches, with each tranche to be released upon approval of submitted documents. The Contractor shall provide NDEE with the required deliverables/documents for each tranche for submission to US DOE as outlined in the table below:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  Tranche # | Portion of awarded grant funds released | Required Deliverable(s) or Milestone(s) |  LI Target\* | LI Minimum† | LI MF Target\* | LI MF Minimum† |
| 1 | 25% funds | -US DOE has approved NDEE’s Applications (which may or may not include State Implementation Blueprints) | N/A | N/A | N/A | N/A |
| 2 | 30% funds (55% total) | -NDEE has submitted State Implementation Blueprints, as applicable, and US DOE has approved NDEE’s launch of the Home Energy Rebate Programs |  10-15% | 5% | N/A | N/A |
| 3 | 25% funds (80% total) | -NDEE has submitted, and US DOE has approved the Market Transformation Plan | 50-60% | 35% | 25% | 5% |
| 4 | 20% funds (100% total) | -US DOE has approved NDEE's independent privacy and security review- US DOE has approved NDEE's Quality Assurance plan | 80% | 60% | 70% | 25% |

\* Targets indicate DOE’s expected performance towards expending low-income (LI) and low-income multifamily (LI MF) allocations. Applicants should strive to achieve targets.

† Minimums must be met to receive next tranche of funds.

* + - * 1. The Contractor shall provide all necessary information and documentation, in the form and manner as requested by NDEE, to support the submission of reporting and other compliance documentation to US DOE’s Data and Tools requirements Guide (Exhibit D – Data and Tools Requirements Guide) associated with the Home Energy Rebate Programs early-access administrative funding (already secured by NDEE). Specific reporting requirements will be identified on the Financial Assistance Reporting Checklist (FARC) attached to the award agreements.
				2. The Contractor shall conduct robust stakeholder engagement throughout the program implementation period.
				3. The Contractor shall submit a Final Technical Report to NDEE upon closing out Nebraska’s Home Energy Rebate Programs summarizing the programs goals, objectives, and outcomes.
				4. The activities under Part IV will be funded through programmatic funding, including a first tranche secured upon US DOE approval of Nebraska’s Applications and subsequent funding tranches upon successful submission of required documentation throughout the Home Energy Rebate Programs.
1. SOLICITATION RESPONSE INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Corporate Overview, Technical Response, and Cost Sheet. Bidders should identify the subdivisions of “Project Description and Scope of Work” clearly in their solicitation response; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State’s comparative evaluation.

solicitation responses are due by the date and time shown in the Schedule of Events. Content requirements for the Corporate Overview, Technical Response, and Cost Sheet are presented separately in the following subdivisions: format and order:

1. SOLICITATION RESPONSE SUBMISSION
	* 1. **CORPORATE OVERVIEW**

The Corporate Overview section of the solicitation response should consist of the following subdivisions:

* + - 1. **BIDDER IDENTIFICATION AND INFORMATION**

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

* + - 1. **FINANCIAL STATEMENTS**

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

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that solicitation evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

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

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

* + - 1. **CHANGE OF OWNERSHIP**

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

* + - 1. **OFFICE LOCATION**

The bidder’s office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

* + - 1. **RELATIONSHIPS WITH THE STATE**

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

* + - 1. **BIDDER’S EMPLOYEE RELATIONS TO STATE**

If any Party named in the bidder’s solicitation response is or was an employee of the State within the past five (5) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

* + - 1. **CONTRACT PERFORMANCE**

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

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

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

* + - 1. **SUMMARY OF BIDDER’S CORPORATE EXPERIENCE**

The bidder should provide a summary matrix listing the bidder’s previous projects similar to this Solicitation in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the solicitation response.

The bidder should address the following:

* + - * 1. Provide narrative descriptions to highlight the similarities between the bidder’s experience and this Solicitation. These descriptions should include:

The time period of the project,

The scheduled and actual completion dates,

The bidder’s responsibilities,

For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and

Each project description should identify whether the work was performed as the prime Vendor or as a subcontractor. If a bidder performed as the prime Vendor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

* + - * 1. Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as subcontractor projects.
				2. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the bidders above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.
			1. **SUMMARY OF BIDDER’S PROPOSED PERSONNEL/MANAGEMENT APPROACH**

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

The bidder should identify the specific professionals who will work on the State’s project if their company is awarded the contract resulting from this Solicitation. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface, and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

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

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

* + - 1. **SUBCONTRACTORS**

If the bidder intends to subcontract any part of its performance hereunder, the bidder should provide:

* + - * 1. name, address, and telephone number of the subcontractor(s),
				2. specific tasks for each subcontractor(s),
				3. percentage of performance hours intended for each subcontract; and
				4. total percentage of subcontractor(s) performance hours.
		1. **TECHNICAL RESPONSE**

The Technical Response section of the solicitation response should consist of the following subsections and completing Attachment A – Technical Requirements. Refer to Section V.D.

* + - 1. Understanding of the project requirements,
			2. Proposed development approach,
			3. Technical requirements
			4. Detailed project work plan; and
			5. Deliverables and due dates.

#  CONTRACTUAL AGREEMENT FORM

|  |
| --- |
| BIDDER MUST COMPLETE THE FOLLOWING |

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder is not owned by the Chinese Communist Party.

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 Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

\_\_\_\_\_ NEBRASKA VENDOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Vendor. “Nebraska Vendor” 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. All vendors who are not a Nebraska Vendor are considered Foreign Vendors under Neb. Rev Stat § 73-603 (c).

\_\_\_\_\_ 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.

**THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN**

|  |  |
| --- | --- |
| COMPANY: |  |
| ADDRESS: |  |
| PHONE: |  |
| EMAIL: |  |
| BIDDER NAME & TITLE:  |  |
| SIGNATURE: |  |
| DATE: |  |
|  |
| VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION(IF DIFFERENT FROM ABOVE) |
| NAME: |  |
| TITLE: |  |
| PHONE: |  |
| EMAIL: |  |

# Form ABidder Proposal Point of Contact

Request for Proposal Number 120003 O5

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

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

Each bidder 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: |  |
| Bidder Address: |  |
| Contact Person & Title: |  |
| E-mail Address: |  |
| Telephone Number (Office): |  |
| Telephone Number (Cellular): |  |
| Fax Number: |  |