



Nebraska Department of Environment and Energy U.S. DOE Home Energy Rebate Programs Request for Proposal Number: RFP 120003 O5

January 21, 2025 | Deloitte & Touche LLP



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January 21, 2025

State Purchasing Bureau
ATTN: Dianna Gilliland and Kelly Rowlands, Procurement Contract Officers
1526 K Street, Suite 130
Lincoln, NE 68508

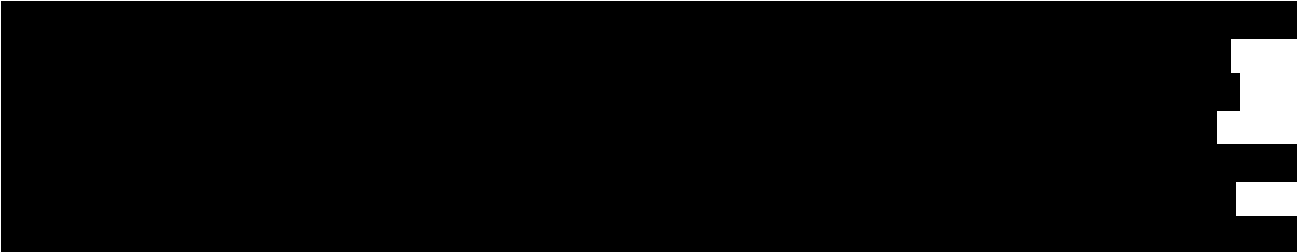
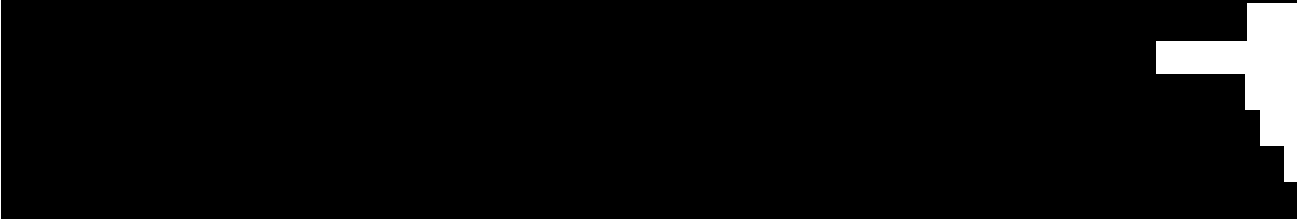
Subject: Response to RFP# 120003 O5 - Implement the Home Energy Efficiency Rebates and the Home Electrification and Appliance Rebates Programs

Dear Ms. Gilliland and Rowlands:

We applaud the State of Nebraska’s hard work and leadership to plan for the Home Energy Efficiency Rebates (HOMES) and Home Electrification and Appliances Rebates (HEAR) programs and imagine a better future for Nebraska where energy costs are reduced for people who need it most and a new skilled energy workforce is made up of well-paid Nebraskans with sustainable careers. As the Program Administrator, the responsibility of Nebraska Department of Environment and Energy (NDEE) is significant to get contractors engaged, market and support residents through the process, provide the right set of energy measures that achieve the program’s intended outcomes, and comply and report progress to the U.S. Department of Energy (DOE).

This responsibility calls for a partner that understands Nebraska's culture, from Omaha to Scottsbluff and Valentine to McCook, Nebraska’s energy ecosystem including its stakeholders, and the diversity between the urban, suburban, rural, farming, and ranching communities across the state. With **20+ years serving the State of Nebraska and with over 250 Deloitte employees calling Nebraska home**, we know the state, we appreciate NDEE’s expectations for what it looks to accomplish with the program, we understand Nebraska’s unique dynamics across its geographies, and we know the stakeholders (both internal to the state government and external) who need to be involved to make this program a success. Deloitte has teamed with our strategic partner DNV Energy Services (“DNV”) for this proposal (“Team Deloitte”). Deloitte’s **established track record designing HOMES and HEAR in North Carolina, Wyoming, and Arkansas**, combined with DNV’s **experience implementing similar energy rebate programs for investor-owned and public power utilities in 35 other states and managing \$284M+ in energy rebates in 2023** alone, makes us the right fit for NDEE’s program design and implementer role.

The pages that follow convey our passion for high-quality client service and commitment to achieving the objectives of the HOMES and HEAR programs by providing:

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- 

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Choosing a consultant you know and trust, who has consistently delivered quality project outcomes on time and within budget is crucial to the success of this program. We place immense value on our relationship serving Nebraska. We have a sincere and vested interest in collaborating with you throughout this critical endeavor and look forward to continuing to build on our accomplishments to achieve new successes.

We are excited by the prospect of building on our relationship with NDEE, and we look forward to working with you to achieve optimum value. If you have questions or require additional information, please reach out to Dan Kinsella at [REDACTED] or Jeff Harrison at [REDACTED].

Sincerely,



Dan Kinsella

Nebraska Office Managing Partner
Deloitte & Touche LLP



Rana Sen

National, State & Local Energy Leader
Deloitte Consulting LLP

I.CORPORATE OVERVIEW AND TECHNICAL APPROACH

1. Corporate Overview

1.a. Bidder Identification and Information

Deloitte has had the opportunity to serve the State of Nebraska for more than 20 years building on our 70-year local legacy of supporting the Nebraska community. Our commitment extends beyond client services; we are dedicated to making a meaningful difference in the lives of our neighbors through the **more than 30 Local Community Organization Boards** that our professionals belong or actively supporting.



Deloitte has a 175-year history of setting the standard for excellence and integrity and a US workforce of more than 170,000 professionals across 108 cities, we provide a comprehensive risk and financial advisory, consulting, audit & assurance, and tax services, we combine a global and national reach with deep local roots and focus.

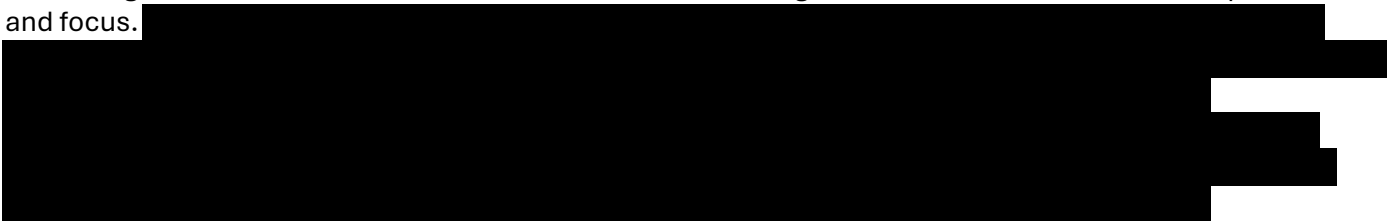


Figure 1.1 outlines Deloitte’s identification and information with additional details about our office in Nebraska in section 1.d and our contractual relationships with the State in section 1.e.

Contractor Identification and Information

Name:	Deloitte & Touche LLP
Nebraska Office:	1100 Capitol Avenue, Suite 300 Omaha, NE 68102
Headquarters:	30 Rockefeller Plaza New York, NY 10112
Entity organization: (corporation, partnership, proprietorship)	Limited Liability Partnership
State in which the bidder is incorporated or otherwise organized to do business	Delaware
Year in which the bidder first organized to do business	Original entity founded in 1845. Current entity, Deloitte & Touche LLP, became a limited liability partnership in 2003.
Whether the name and form of organization has changed since first organized	Yes, since Deloitte was founded in 1845, it has undergone numerous organizational changes. The bidder for this RFP is Deloitte & Touche LLP, which is a subsidiary of Deloitte LLP. Please see www.deloitte.com/us/about for a detailed description of the legal structure of Deloitte LLP and its subsidiaries.

Figure 1.1 Deloitte is a nationally known advisor to State and local governments. Our decades of experience give us the tools to support Nebraska.

1.b. Financial Statements

Deloitte LLP and Subsidiaries – By the numbers			
U.S. Firms (\$ U.S. billions)	2024	2023	2022
Offices (national and regional)	136	134	130
People	172,809	171,100	156,937

Deloitte LLP and Subsidiaries – By the numbers

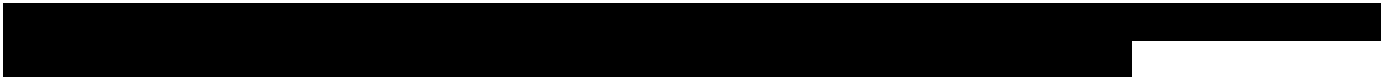
U.S. Firms (\$ U.S. billions)	2024	2023	2022
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Source: Deloitte LLP, New York

Figure 1.2 Deloitte LLP Financial Information



1.c. Change of Ownership



1.d. Office Location

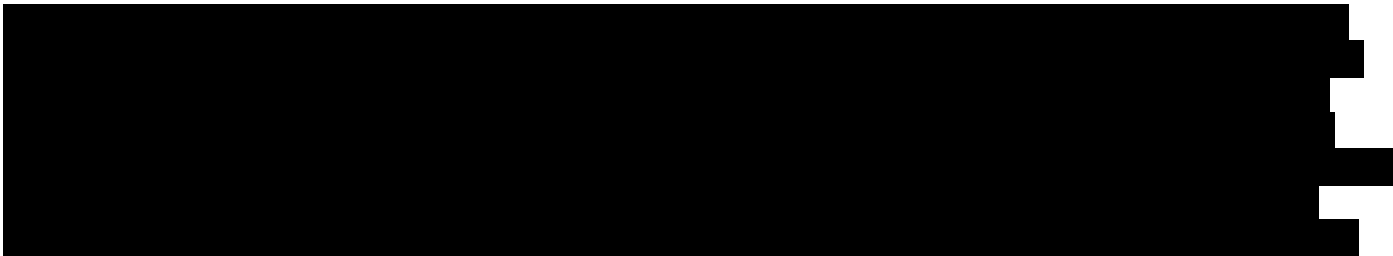
To empower NDEE with a wide range of subject matter experience as may be required for performance of the scope of work, Deloitte will provide national resources with the experience in designing and implementing HOMES and HEAR programs across the country. We will serve the State through our office in Omaha, Nebraska. Our Omaha-based leadership team is available to provide support, knowledge, and experience as outlined in Figure 1.3.

Office Location	
Name:	Deloitte
Nebraska Office Address:	1100 Capitol Avenue, Suite 300 Omaha, NE 68102-1113
Contact Person & Title:	Daniel Kinsella, Nebraska Office Managing Partner Jeff Harrison, State of Nebraska Account Senior Manager
E-mail Address:	[Redacted]
Telephone Number (Office):	+1 402 346 7788

Figure 1.3 Deloitte’s existing Omaha office and Nebraska leadership team will deliver the services under this contract

1.e. Relationships with the State

Deloitte has had the opportunity to serve the State of Nebraska, the University System, and various local jurisdictions **for more than 20 years** as part of our 70-year history supporting local clients. **We bring a local focus with a national reach.** We will serve the State with our **Nebraska-based leadership team** that has worked with over a dozen agencies at the State.



[REDACTED]

[REDACTED]

Deloitte is the recipient of the Governor’s Wellness Award which demonstrates our commitment and dedication to incorporate a culture of health and wellness into our workplace for our Nebraska professionals and our program team members that support the State.

1.e.1 Deloitte Supported State of Nebraska Projects

Department or Agency	Description
Health and Human Services	Child Care Stabilization Program [REDACTED] <i>Contract: NDAS-21-0000-MSA-HHSCC</i>
	Data Management and Analytics [REDACTED] <i>Contract: 78047 O4</i>
Governor’s Office	Nebraska Coronavirus Relief Funds (CRF) [REDACTED] <i>Contract: 20-NE-C19-SA</i>
	Emergency Rental Assistance Program [REDACTED] <i>Contract: NE-21-0000-MSA-ERAP</i>
	State Broadband Support [REDACTED] <i>Contract: 95281 O4</i>

Department or Agency	Description
Economic Development	American Rescue Plan Act Contract: 95281 O4
Nebraska Emergency Management Agency	Federal Emergency Management Agency Public Assistance Contract: 20-NE-C19-SA and 95281 O4
Administrative Services	Accounting and Financial Reporting Contract: 95281 O4
Agriculture	American Rescue Plan Act Contract: 95281 O4
Labor	Audit Remediation and Annual Comprehensive Financial Report Support Contract: 95281 O4 American Rescue Plan Act Contract: 95281 O4

1.f. Bidder's Employee Relations to State

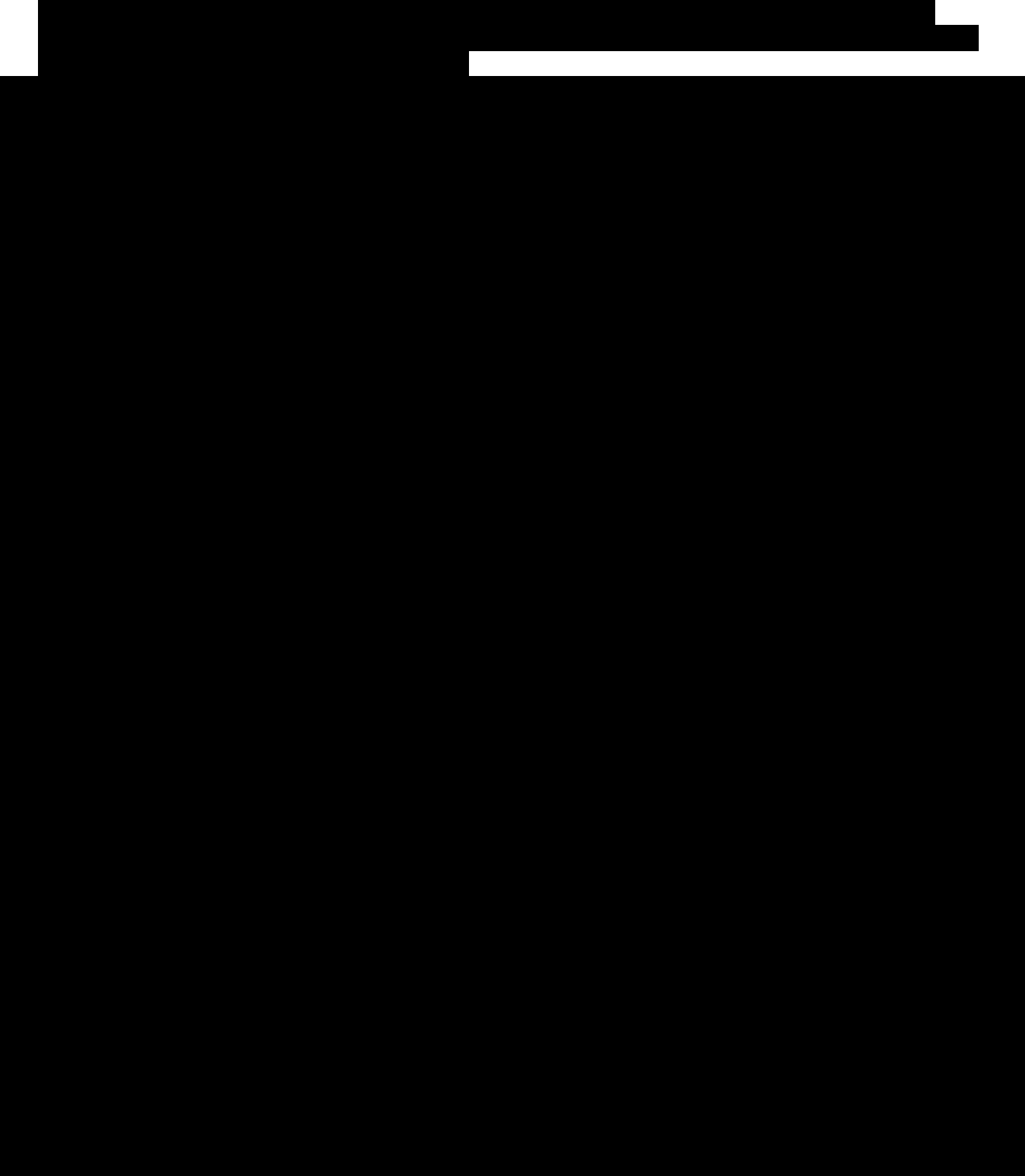
No Party mentioned in the bidder's proposal response is or was an employee of the State within the past twelve (12) months. To the best of our knowledge and belief, no employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for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

1.g. Contract Performance

[REDACTED]

1.h. Summary of Bidder's Corporate Experience

[REDACTED]



The next section outlines three specific, detailed examples of our experience in the successful, efficient, and accurate distribution of grant funding with other states and local agencies of comparable size, scope, and complexity.

1.h.1 [REDACTED] HOMES and HEAR Program Design and Application Support

Client Name	[REDACTED] Department of Energy & Environment (Prime Vendor: Deloitte)
Time Period	[REDACTED]
Scheduled Date and Completion Date	[REDACTED] [REDACTED]
Planned/Actual Budget	[REDACTED] [REDACTED]
Responsibilities	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] ■ [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] ■ [REDACTED] [REDACTED] [REDACTED]

[illegible]

1.h.2 HOMES and HEAR Program Design and Application Support

Client Name	Energy Authority (Prime Vendor: Deloitte; Subcontractor: DNV)
	4.
Customer Contact Information	
Contract Type	Firm Fixed Price

1.h.3 Instant Discounts

Client Name	Energy (Prime Vendor: DNV)
Time Period	
Scheduled Date and Actual Completion Date	
Planned/Actual Budget	
Responsibilities	

Client Name		Energy (Prime Vendor: DNV)
Customer Contact Information		
Contract Type		Firm Fixed Price

1.i. Summary of Bidder’s Proposed Personnel/Management Approach

Our proposed team of qualified practitioners stand ready to support NDEE throughout all stages of the program lifecycle. This team includes

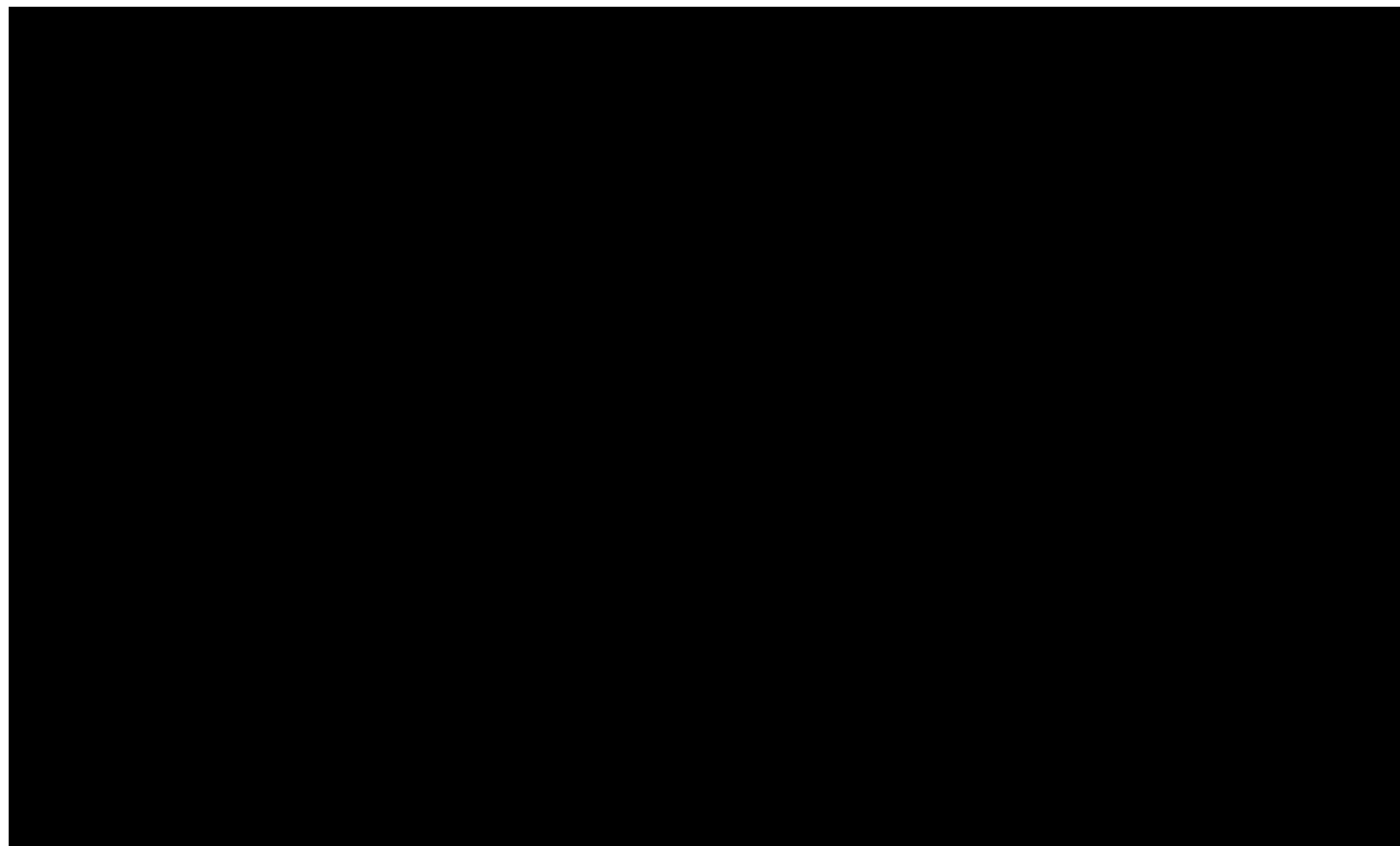
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[REDACTED]

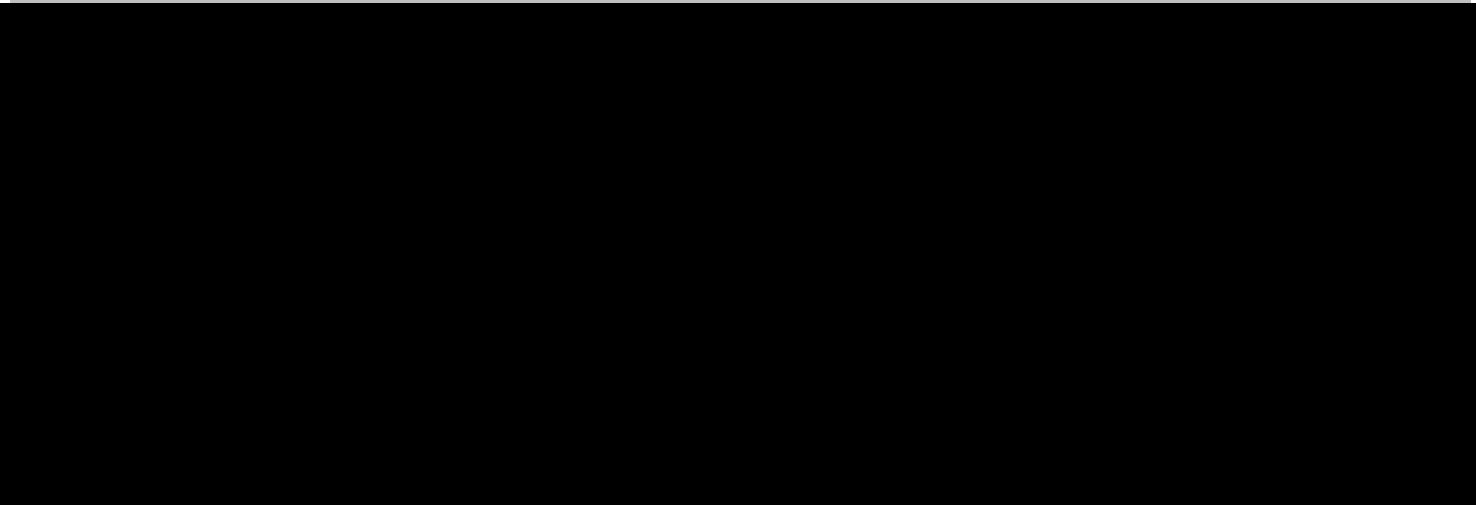
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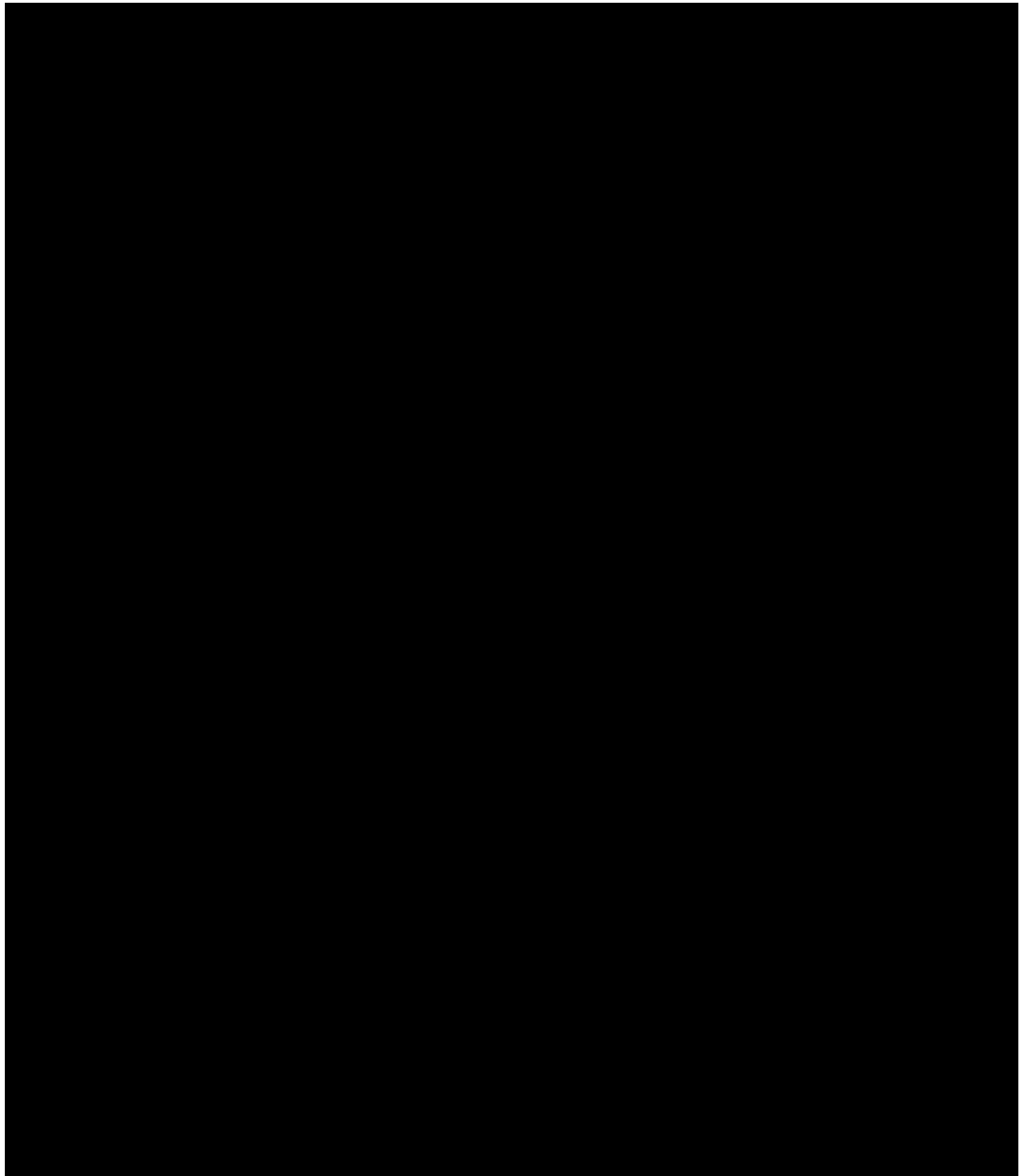
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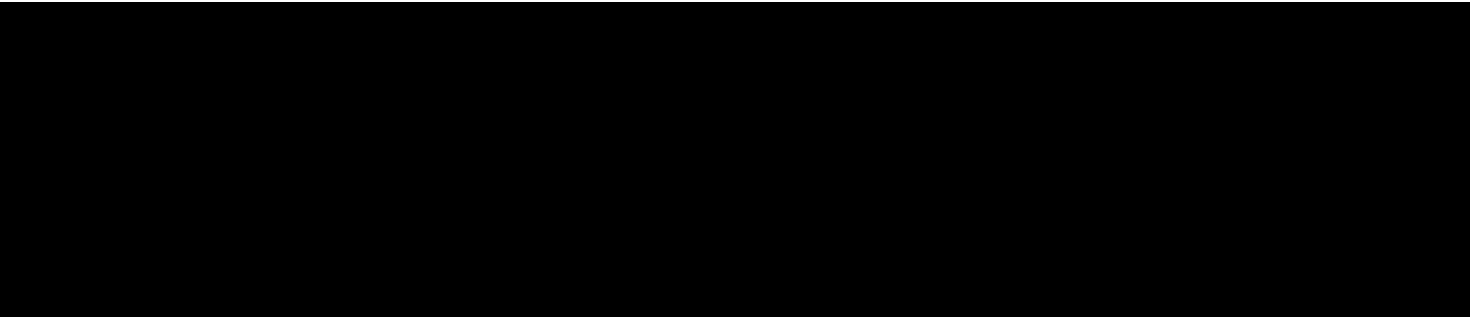


The following individuals are **key personnel** who will be part of this engagement project throughout the contractual period (Figure 1.6). Detailed resumes for each individual are provided in Appendix A, in addition to other representative resumes of Team Deloitte.

Key Personnel







1.j. Subcontractors

Deloitte has strategically decided to partner with DNV Energy USA Inc. for this engagement because of DNV’s significant experience with existing rebate programs and contractor networks (DNV will be a subcontractor to Deloitte for the proposed engagement with NDEE). DNV has 125 years of operating history, with 15,000 staff in 100 countries, and approximately 4,000 experts working in the energy sector.



Figure 1.7 outlines DNV’s identification and information:

Subcontractor Identification and Information	
Name, address, and telephone number of the subcontractor:	DNV Energy Services USA Inc. 1400 Ravello Road Katy, TX 77449 (281) 396-1000
Specific tasks for the subcontractor:	1. [Redacted] 2. [Redacted] 3. [Redacted] 4. [Redacted]
Percentage of performance hours intended for the subcontract:	[Redacted] of total contract performance hours
Total percentage of subcontractor performance hours:	[Redacted] of subcontractor performance hours

Figure 1.7 DNV brings decades of experience to support Nebraska.

2. Technical Approach

2.a. Understanding of the Scope of Work and Requirements

Team Deloitte shares NDEE’s vision of creating an energy rebate program that benefits Nebraskans by lowering energy costs, reducing barriers to energy efficient technology, and creating new opportunities for local businesses and workers. We have deep understanding of the complexities of designing and implementing large-scale energy rebate programs and specifically the Home Energy Rebate Program as well as the importance of bringing the right stakeholders together under a common cause – to reduce energy bills for people who need it the most. We acknowledge NDEE’s requirements of its implementer to achieve Nebraska’s Home Energy Rebate programmatic goals and Team Deloitte is uniquely suited to meet and exceed those requirements, as outlined in Figure 2.1 below.

NDEE’s Program Requirements	How the Deloitte Team Fulfills These Requirements ...
1. Provide consumers with a streamlined experience to access all available utility incentives and financing	
2. Serve households in Nebraska’s single-family and multi-family residential buildings and across its geographic regions	
3. Support households in realizing near-term benefits from rebates, especially for households with highest needs	
4. Complement existing programs by directing rebates to households eligible to be served by other programs	
5. Optimize between providing consumers and energy contractors with optionality while keeping program design simple to motivate participation	
6. Create opportunity for building energy contractors, small, woman- and minority-owned businesses, and those based in rural and disadvantaged communities	

7. Minimize requirements for consumers and building energy contractors while protecting consumers	
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Figure 2.1 Fulfillment of program requirement by Team Deloitte – through its team, approach, and experience

As further outlined in the next sections, we will collaborate with NDEE to support both design and implementation of the HOMES and HEAR (IRA Sections 50121 and 50122) programs, which includes describing a program stakeholder strategy, coordinating across stakeholders, assisting the development and submittal of compliant program design applications, supporting the state through pre-launch coordination, and implementing both programs across Nebraska.

[Redacted]

[Redacted]

2.b Proposed Development Approach

[Redacted]

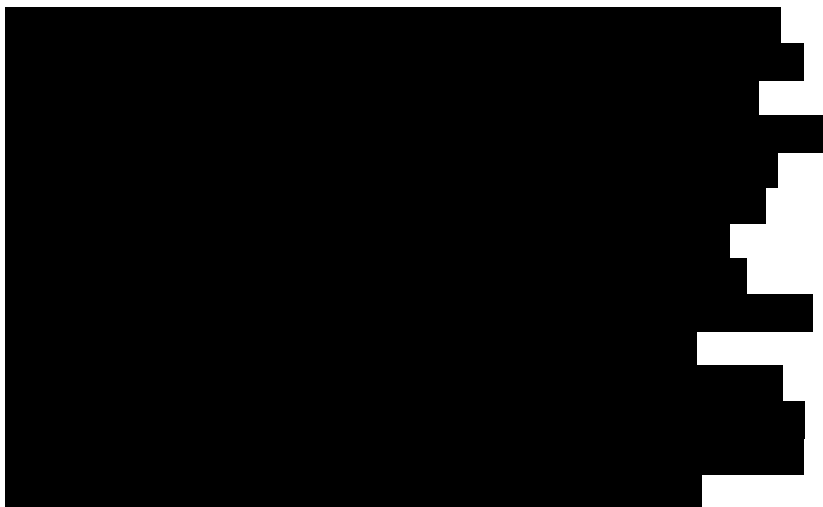


Figure 2.2 Our HOMES and HEAR Framework

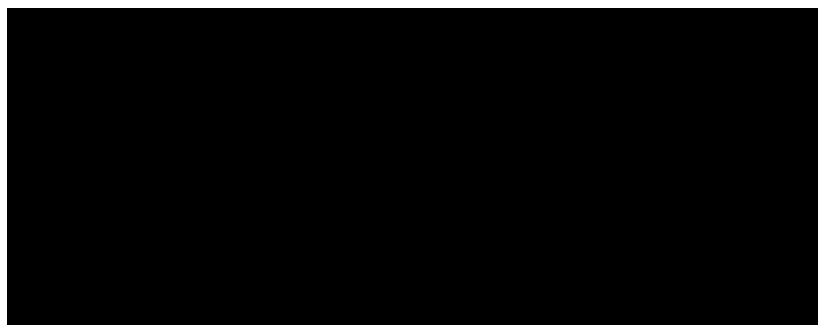
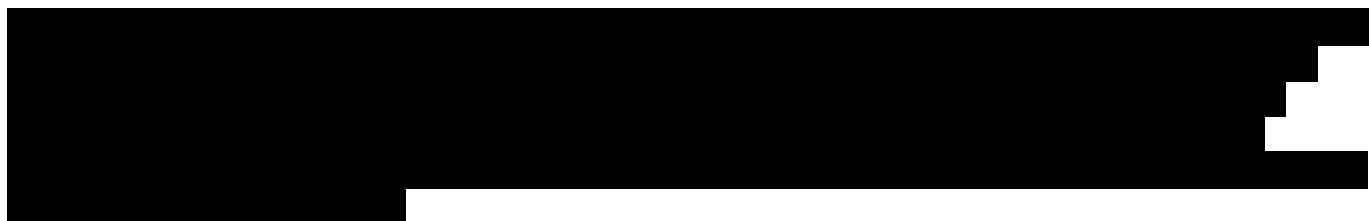
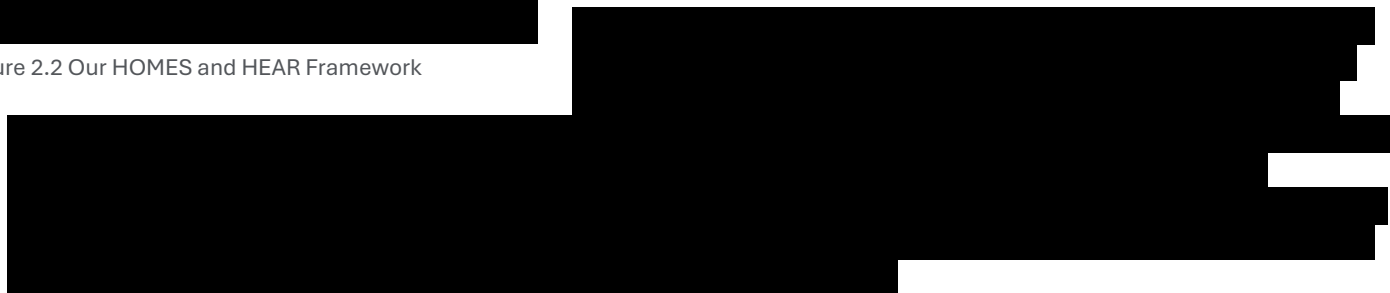


Figure 2.3 Team Deloitte's Program Design Methodology

[REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

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

[REDACTED]

2.c. Technical Requirements

[REDACTED]

2.d. Detailed Project Work Plan, Management, and Implementation

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]

- [REDACTED]
- [REDACTED]

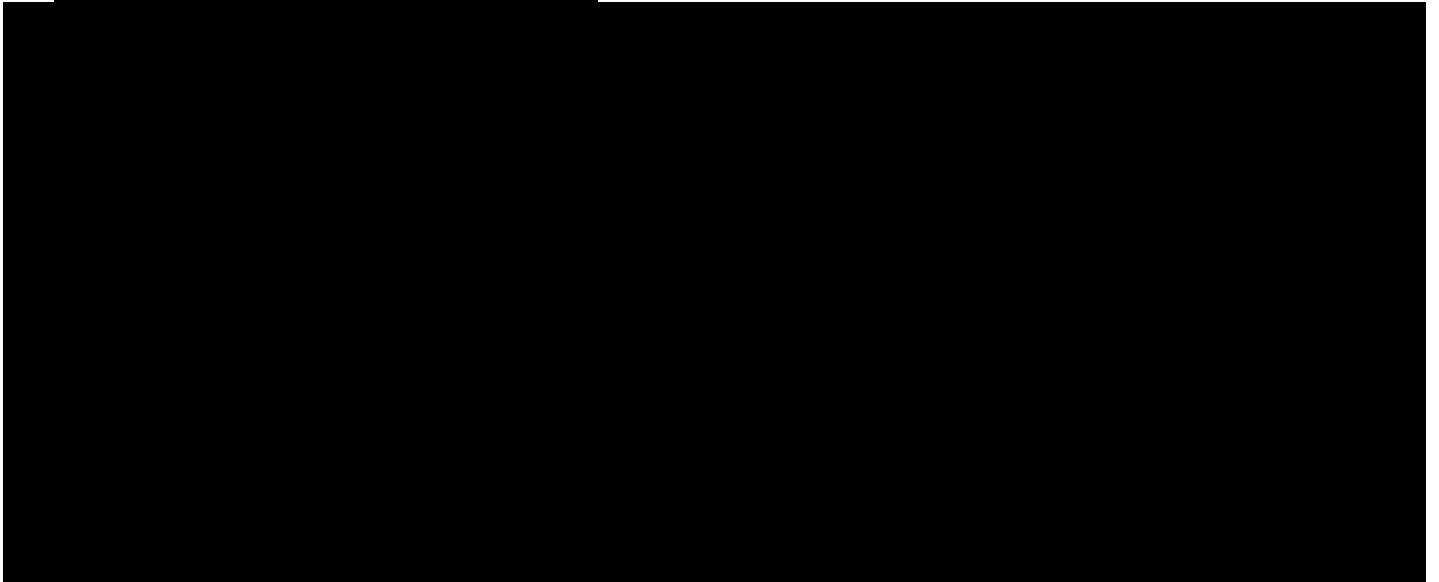


Figure 2.4 Part I – III Workplan timeline



[REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

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

- [Redacted]
- [Redacted]

[Redacted]

[Redacted]

Figure 2.6 Example data sources for market research



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

[REDACTED]

- [REDACTED]

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

- [REDACTED]

Figure 2.7 Example Financial Analysis for HOMES and HEAR

- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Figure 2.8 Initial List of Key Stakeholders – *the ones with whom Deloitte has an existing relationship is marked with **

• [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- █ [REDACTED]
- █ [REDACTED]

[REDACTED]

Figure 2.10 Our experience in other states informs our approach to HOMES and HEAR Program Blueprints

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



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

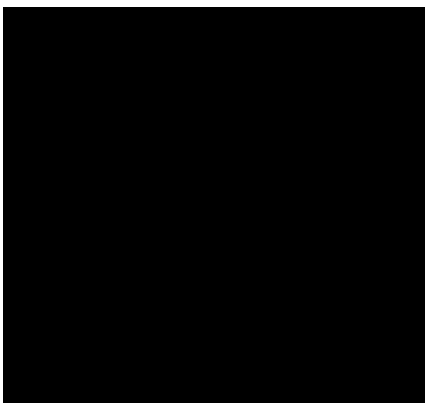
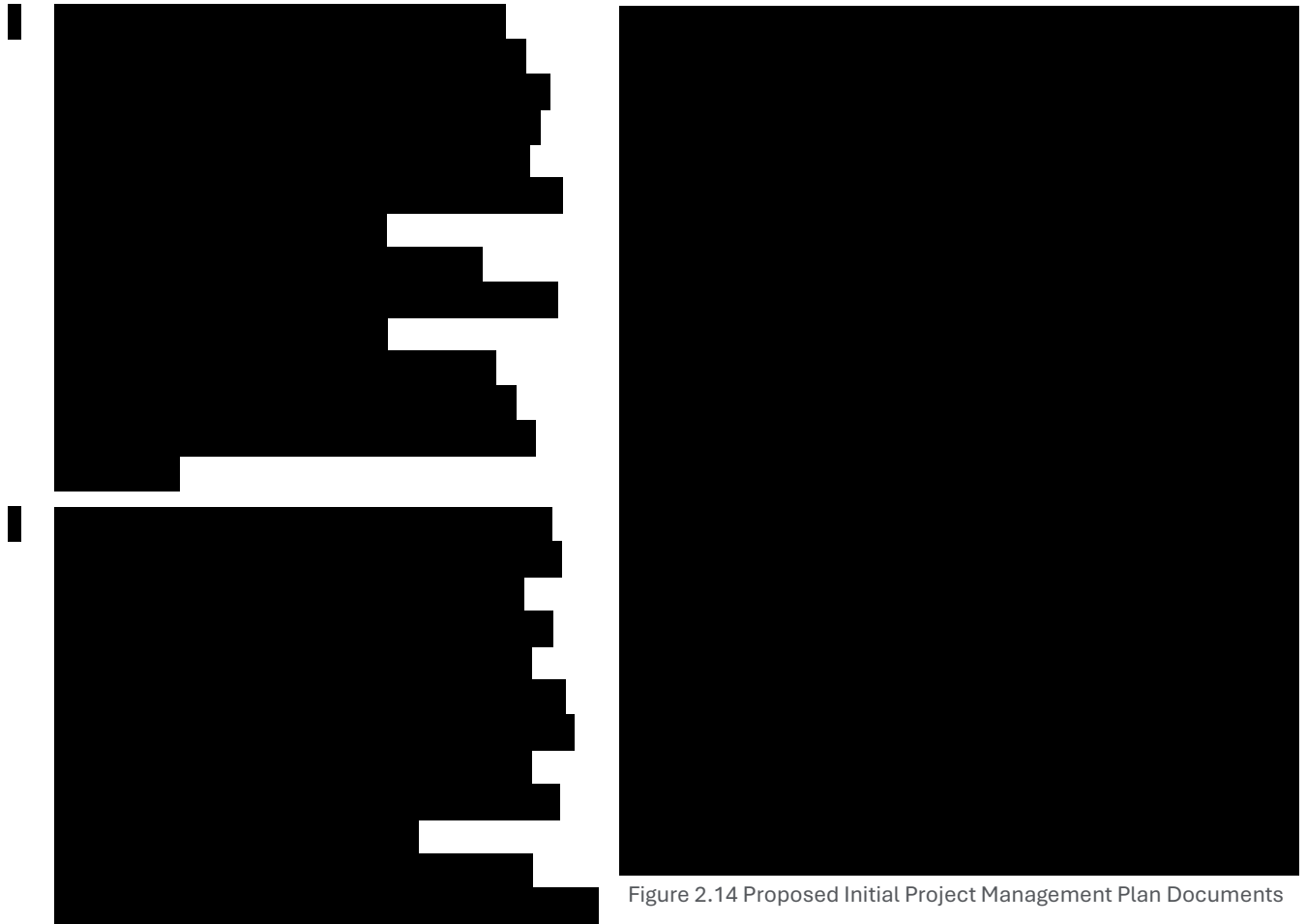


Figure 2.13 Project Management
Approach Elements for Part III

[REDACTED]

[REDACTED]

[REDACTED]



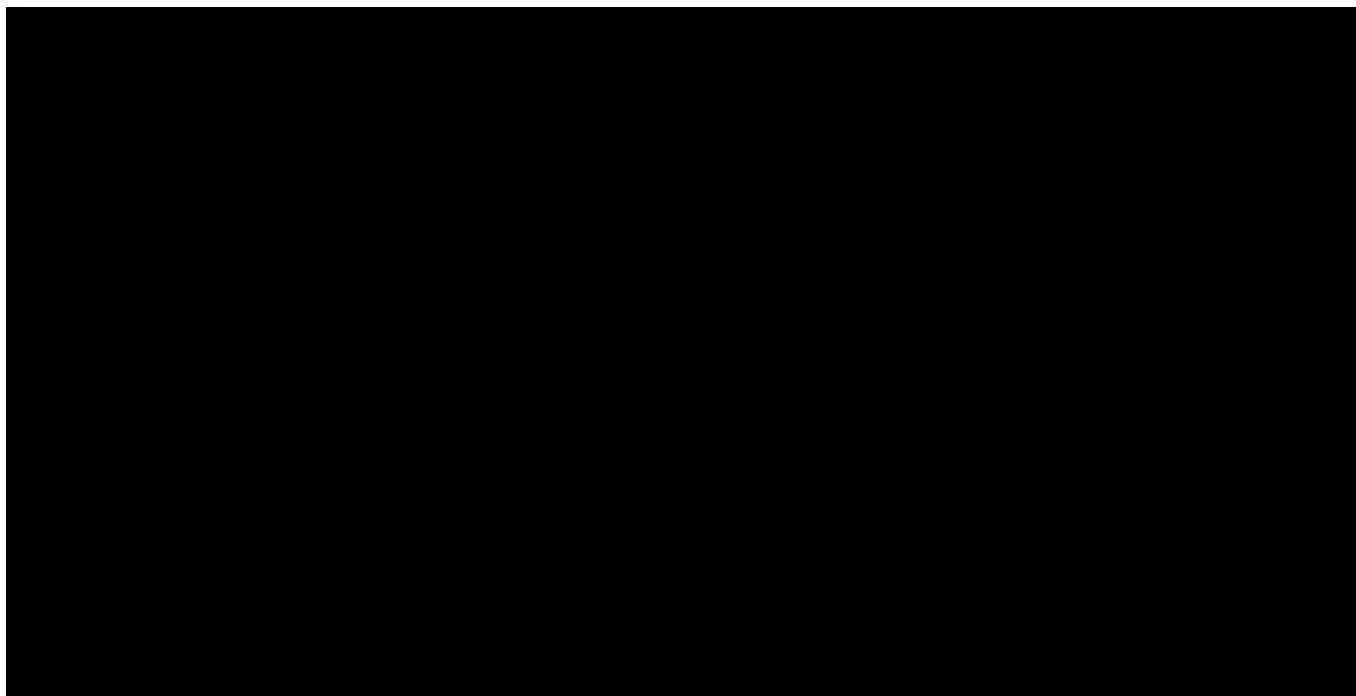
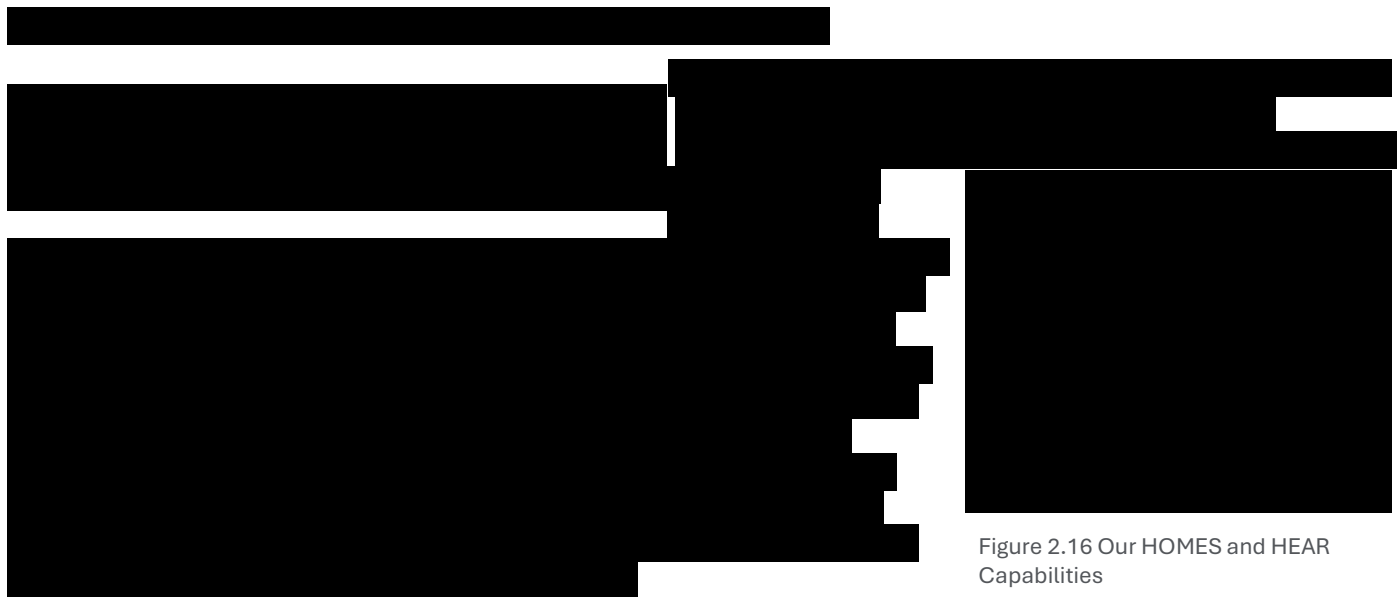


Figure 2.17 Part IV. Program Implementation Timeline, including Pre-Launch activities





Figure 2.18 Our Home Energy Rebate Program Technology Platform



Figure 2.19 Team Deloitte's Home Energy Rebates Platform Simplified Technology Workflow



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

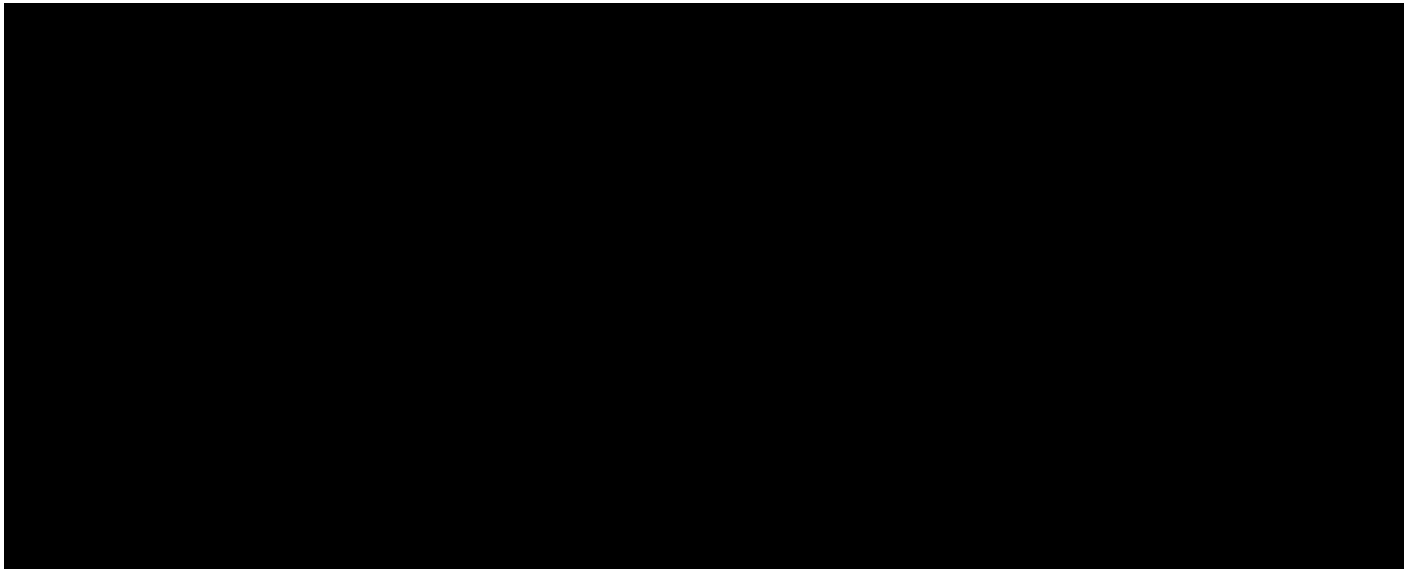


Figure 2.20 The ReSULTS Framework: Requirement Gathering | Solutioning | User Acceptance Testing | Launch | Training | Support



Figure 2.21 Example public facing website

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

Figure 2.22 Strategies for Engaging Community Partners

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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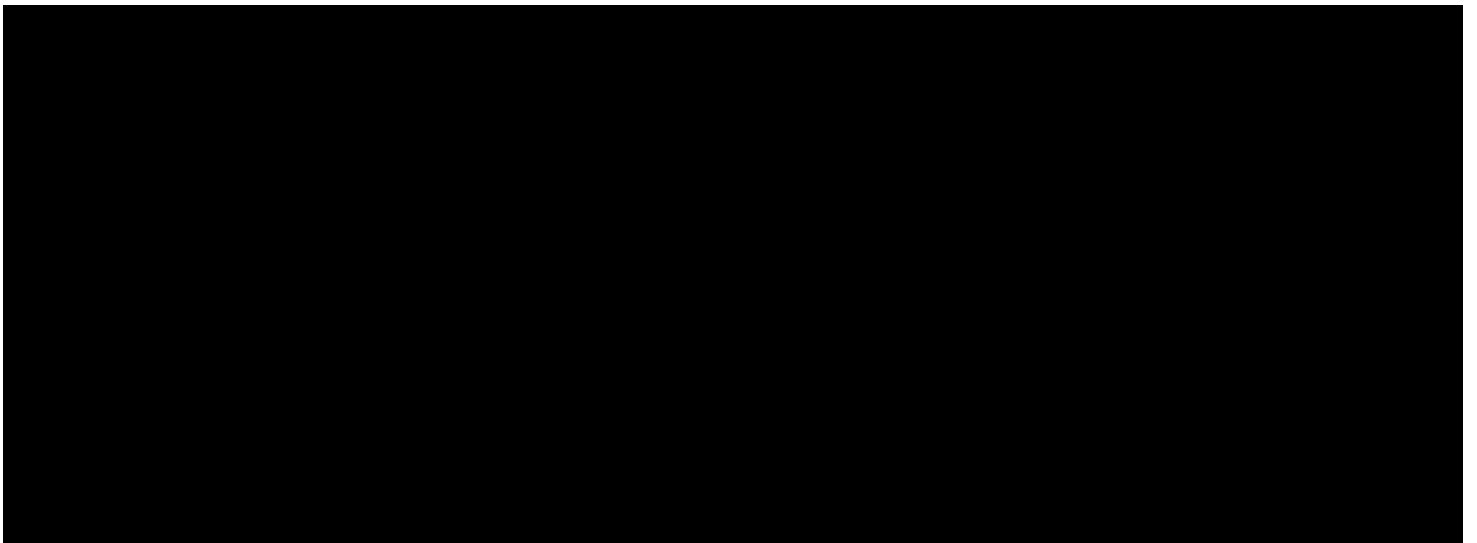
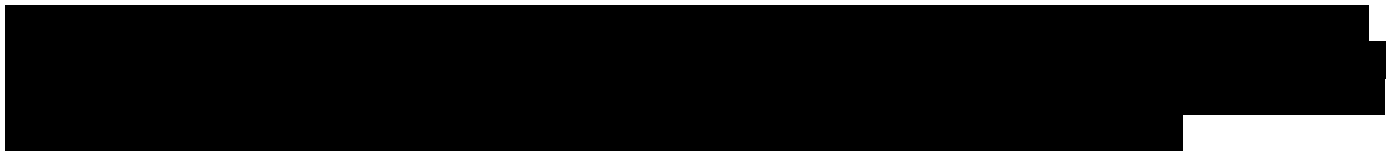
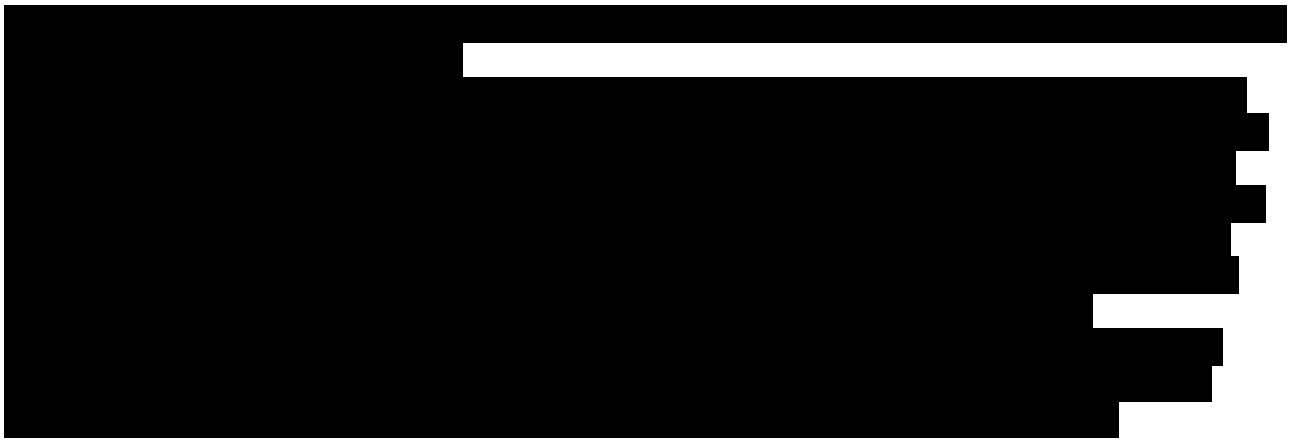


Figure 2.23 Contractor Engagement and Outreach Timeline

•



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

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[REDACTED]

[REDACTED]

[REDACTED]

Figure 2.24 Levels of Support for Participants

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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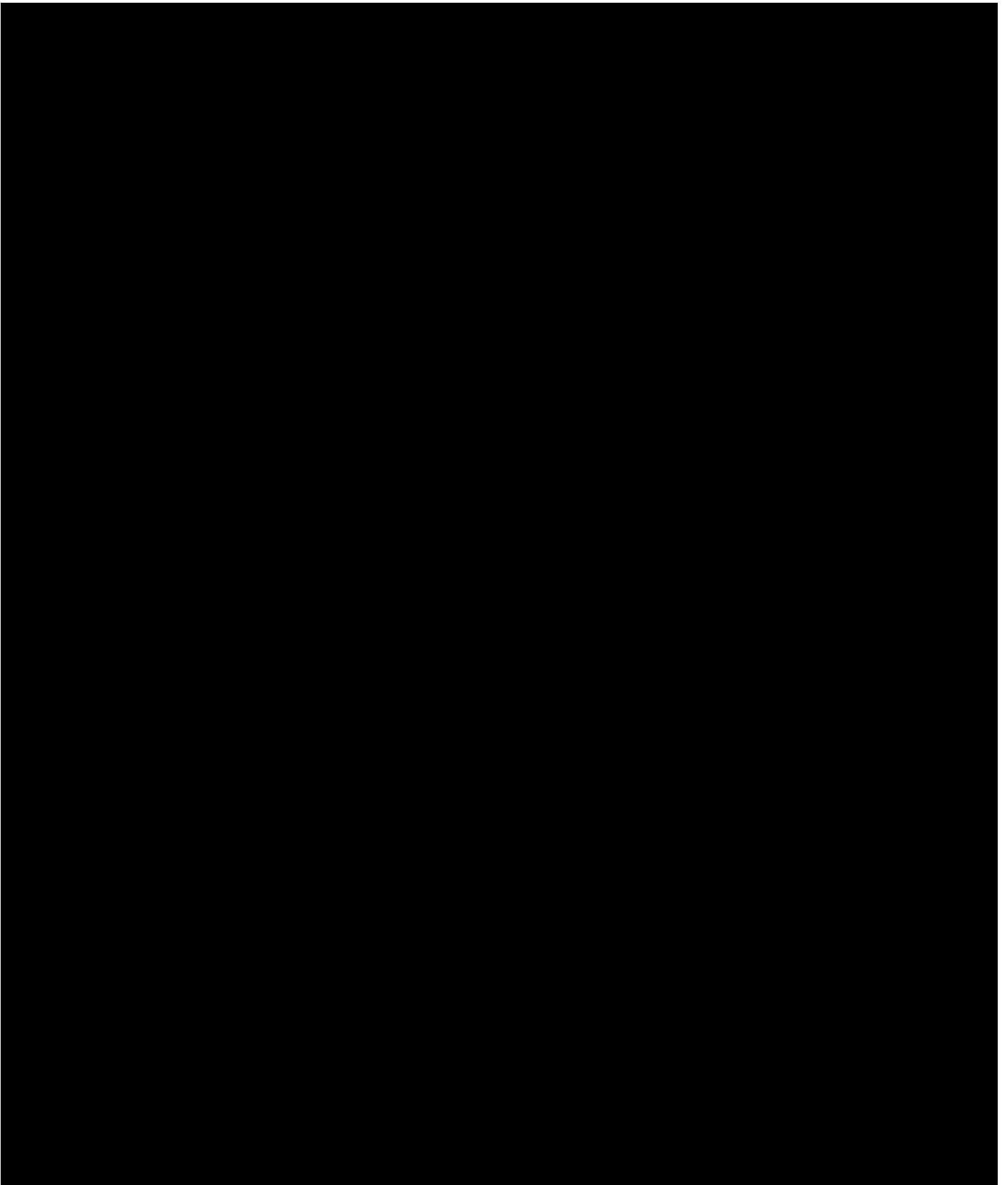
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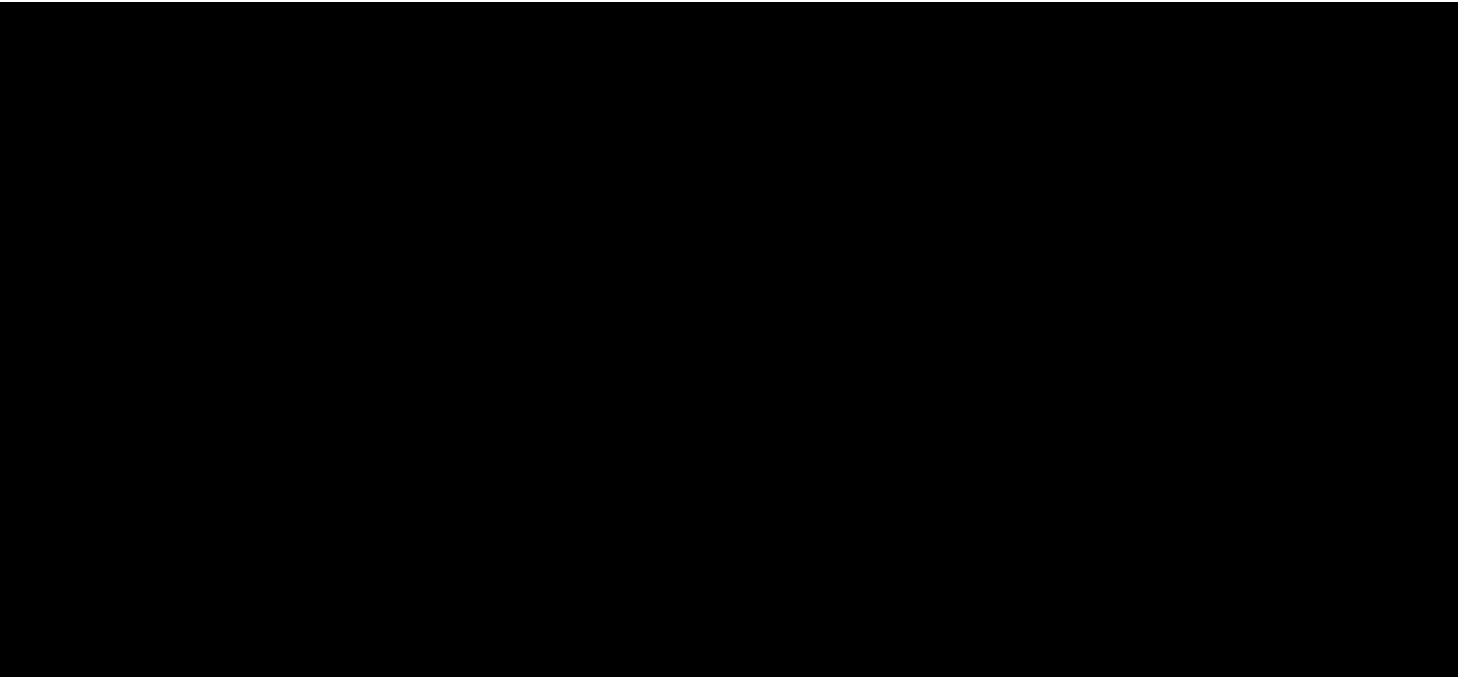


Figure 2.26 Program Deliverables



I. 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.

[illegible]

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:

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

A. GENERAL

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

- a. Amendments to the Contract (if applicable).
- b. Executed Contract and any Addendum to Contract Award (if applicable).
- c. Bidder's properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder.
- a-d. Solicitation, including any attachments and addenda,
- b-e. Questions and Answers,
- e-f. ~~Bidder's properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder,~~
- d. ~~Addendum to Contract Award (if applicable), and~~
- d-g. ~~e. 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, 35) the Vendor's submitted solicitation response, including any terms and conditions or agreements that are accepted by the State, 34) Addendums to the solicitation and any Questions and Answers, and 5) 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.

B. 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.

C. 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.

D. 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.

E. 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 with five (5) business days' notice. 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 promptly~~ 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. If a suspension occurs, which results from circumstances outside the reasonable control of the Contractor, the Contractor will be entitled to a change order to address any issues resulting from such delay.

F. AMENDMENT

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

G. 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 mutually agreed to by the parties.

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

H. 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.

I. NOTICE OF POTENTIAL VENDOR BREACH

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

J. BREACH

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 if found incurable or pursuant to the State's other termination rights under this contract.

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)

Each party, its subsidiaries and subcontractors, and their respective personnel shall not be liable to the other for any claims, liabilities, or expenses relating to this Agreement ("Claims") for an aggregate amount in excess of (i) in the case of Contractor, the fees paid by the State to Contractor under this Agreement during the twelve (12) month period immediately proceeding the date on which the first Claim accrued or (ii) in the case of the State, the fees paid and incurred but not yet paid by the State to Contractor pursuant to this engagement, except to the extent resulting from their recklessness, bad faith or intentional misconduct. In no event shall either party, its subsidiaries or subcontractors, or their respective personnel be liable to the other for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this Agreement. In circumstances where this limitation on damages provision hereunder is unavailable, the aggregate liability of each party, its subsidiaries and subcontractors, and their respective personnel for any Claim shall not exceed an amount that is proportional to the relative fault that their conduct bears to all other conduct giving rise to such Claim.

K. 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.

L. 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.

M. INDEMNIFICATION

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 ~~bodily~~ injury, death, or real or tangible 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 its performance of the services pursuant to 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.

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 ~~deliverables 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.

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.

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.

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.

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

N. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, ~~the Parties agree to pay~~ Contractor agrees that the State may seek reward of all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the ~~State is the prevailing party~~ other Party prevails.

O. 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.

P. 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.

Q. 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.

R. 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.

S. EARLY TERMINATION

The contract may be terminated as follows:

The State and the Vendor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.

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.

The State may terminate the contract, in whole or in part, immediately for the following reasons:

if directed to do so by statute,

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,

a trustee or receiver of the Vendor or of any substantial part of the Vendor's assets has been appointed by a court,

fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Vendor, its employees, officers, directors, or shareholders,

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,

a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code,

Vendor intentionally discloses confidential information,

Vendor has or announces it will discontinue support of the deliverable; and,

In the event funding is no longer available.

T. CONTRACT CLOSEOUT

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

Transfer all completed or partially completed deliverables to the State upon payment thereof,

Transfer ownership and title to all completed or partially completed deliverables to the State,

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,

Cooperate with any successor Contactor, person, or entity in the assumption of any or all of the obligations of this contract,

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

Nothing in this section should be construed to require the 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. Upon any termination, Contractor will be paid for all services performed through termination, including pro rata work in progress and any termination fee agreed upon in advance in writing given the nature of the services to address unavoidable costs incurred by Contractor.

U. 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.

V. 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.

III. 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.)
	DK	[REDACTED]

A. 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~~ Statement of Work response shall not be changed without the prior written approval of the State which shall not be unreasonably withheld, except in the event of serious illness, separation from services, or serious personal circumstances. 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:

Any and all pay, benefits, and employment taxes and/or other payroll withholding,
Any and all vehicles used by the Vendor's employees, including all insurance required by state law,
Damages incurred by Vendor's employees within the scope of their duties under the contract,
Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
Determining the hours to be worked and the duties to be performed by the Vendor's employees; and,
All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the 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~~ Statement of Work. The Vendor shall agree that it will not utilize any subcontractors not specifically included in ~~its solicitation response~~ the Statement of Work 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.

B. 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.

C. 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:

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>

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

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.

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.

D. 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.

E. 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.

F. 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 reasonably 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~~ agreed to do so ~~by~~ under this contract.

G. 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.

H. 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:

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.

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.

I. 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.

J. 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 upon full payment thereof. 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, except for any Contractor Materials therein.

For purposes of this section, "Contractor Materials" means all works of authorship, materials, information and other intellectual property created prior to or independently of the performance of the Services, or created by the Contractor or its subcontractors as a tool for their use in performing the Services, plus any modifications or enhancements thereto and derivative works based thereon.

K. 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:

Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor, Require each subcontractor to have equivalent insurance, or alternatively commensurate with the risks presented by such Subcontractors in their performance of services as defined under the contract, as determined by the Contractor, and provide written notice to the State that the Vendor has ~~verified that each subcontractor has the required coverage~~; or, Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Vendor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance or alternatively commensurate with the risks presented by such Subcontractors in their performance of services as defined under the contract, as determined by the Contractor. 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.

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
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
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. <u>The insurance may be included within a Professional Liability coverage form.</u>	\$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 include the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

EVIDENCE OF COVERAGE

The 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.

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.

L. 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.

M. 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.

N. 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 real or tangible property, subject to the limitation of liability provisions herein; normal wear and tear is expected.

O. 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.

P. 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.

Q. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)

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.

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 0 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.

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.

R. 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.

S. 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.

T. 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.

THIS IS A SERVICES ENGAGEMENT. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

U. TIME IS OF THE ESSENCE

~~Time is of the essence with respect to Vendor's~~ will use diligent efforts to performance the services and provide the and deliverables in accordance with any agreed upon dates set forth in the Statement of Work pursuant to this Contract.

IV. 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.)
	DK	

- A.

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.”
- B.

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.
- C.

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.
- D.

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 primarily performed if there is a project worksite, and to inspect, monitor or otherwise evaluate

the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (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.

F. 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).

G. 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.

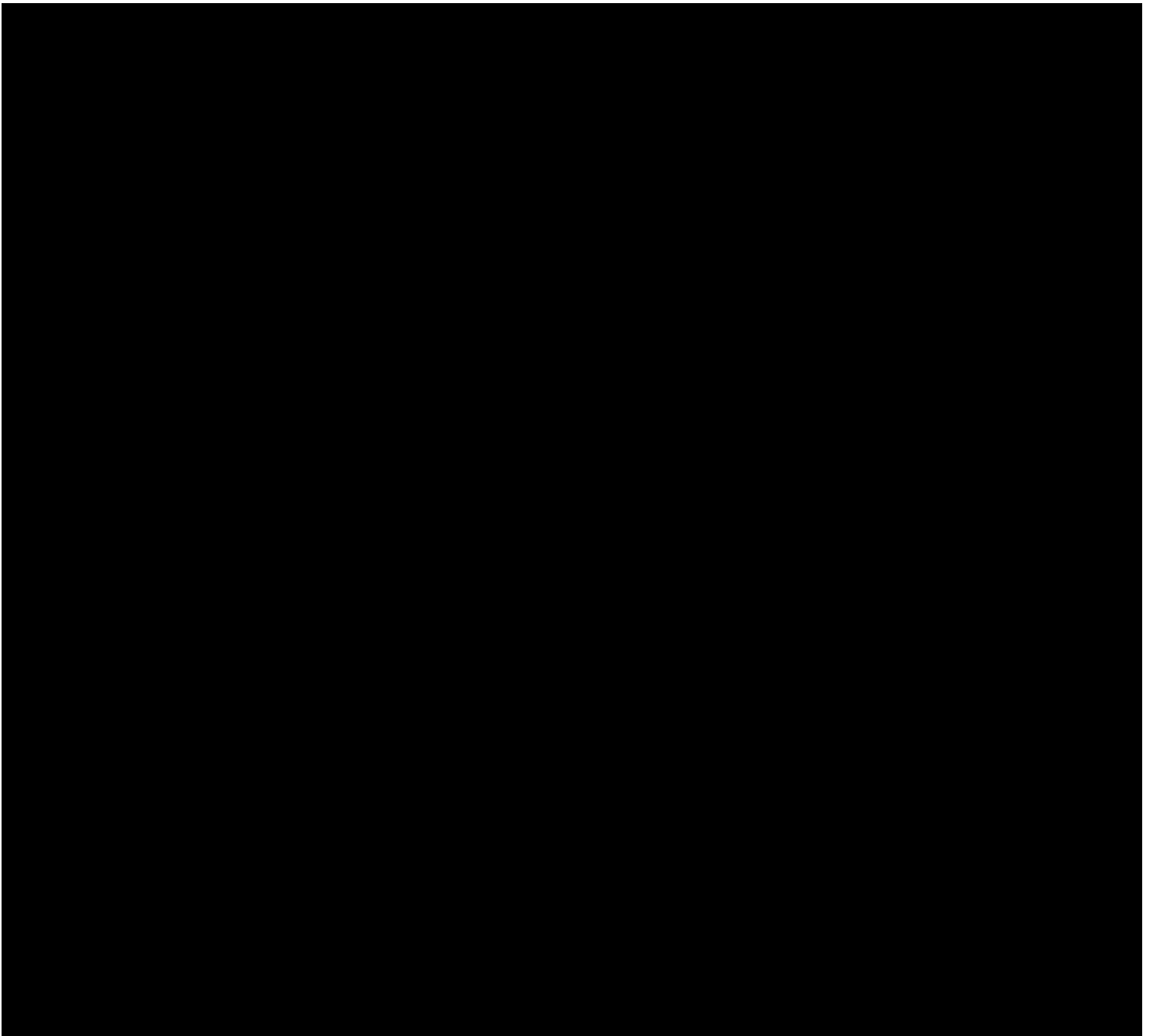
H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

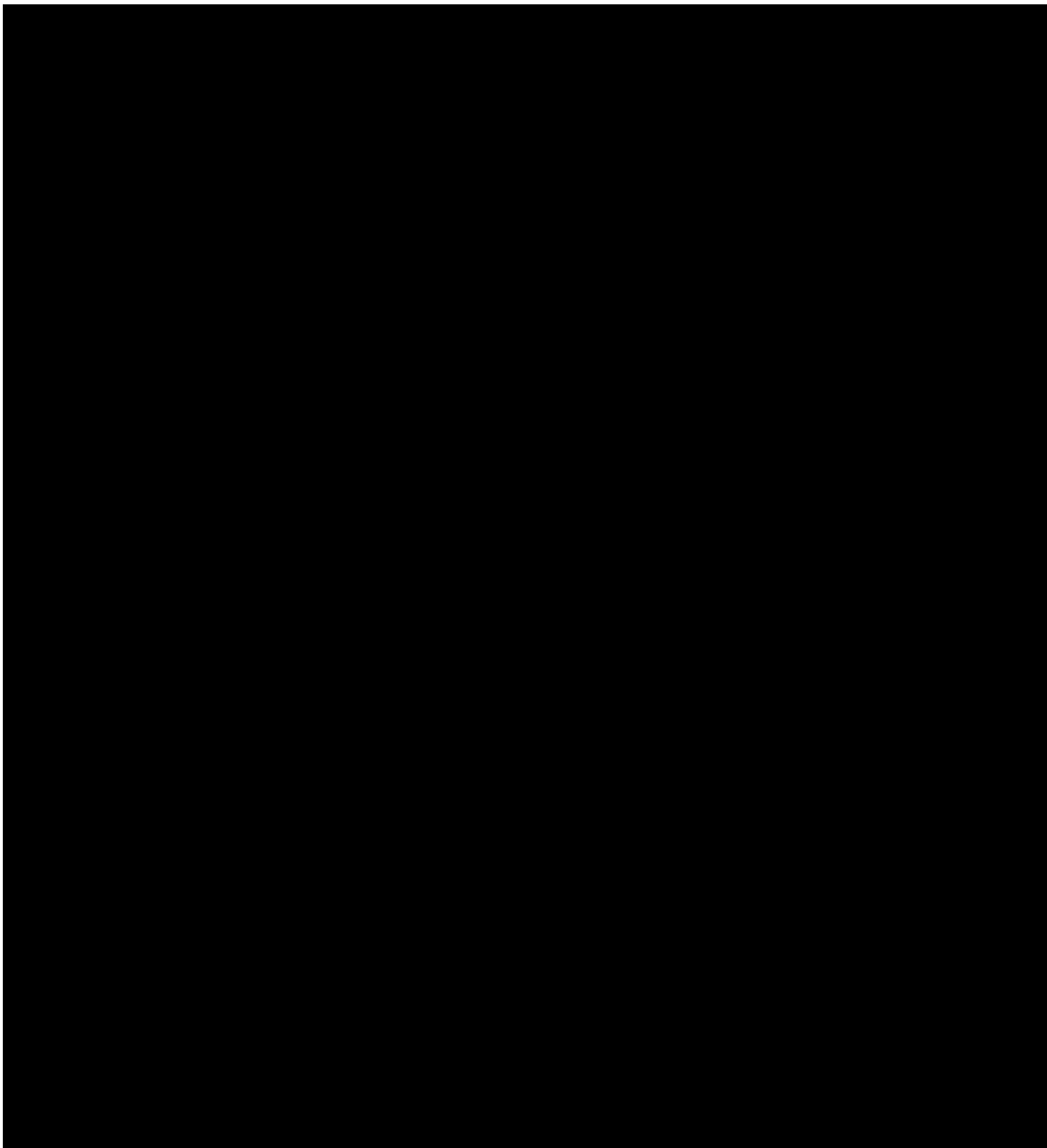
The State shall have the right to audit the Vendor's performance of this contract upon a thirty (30) days' written notice. Vendor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) 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.

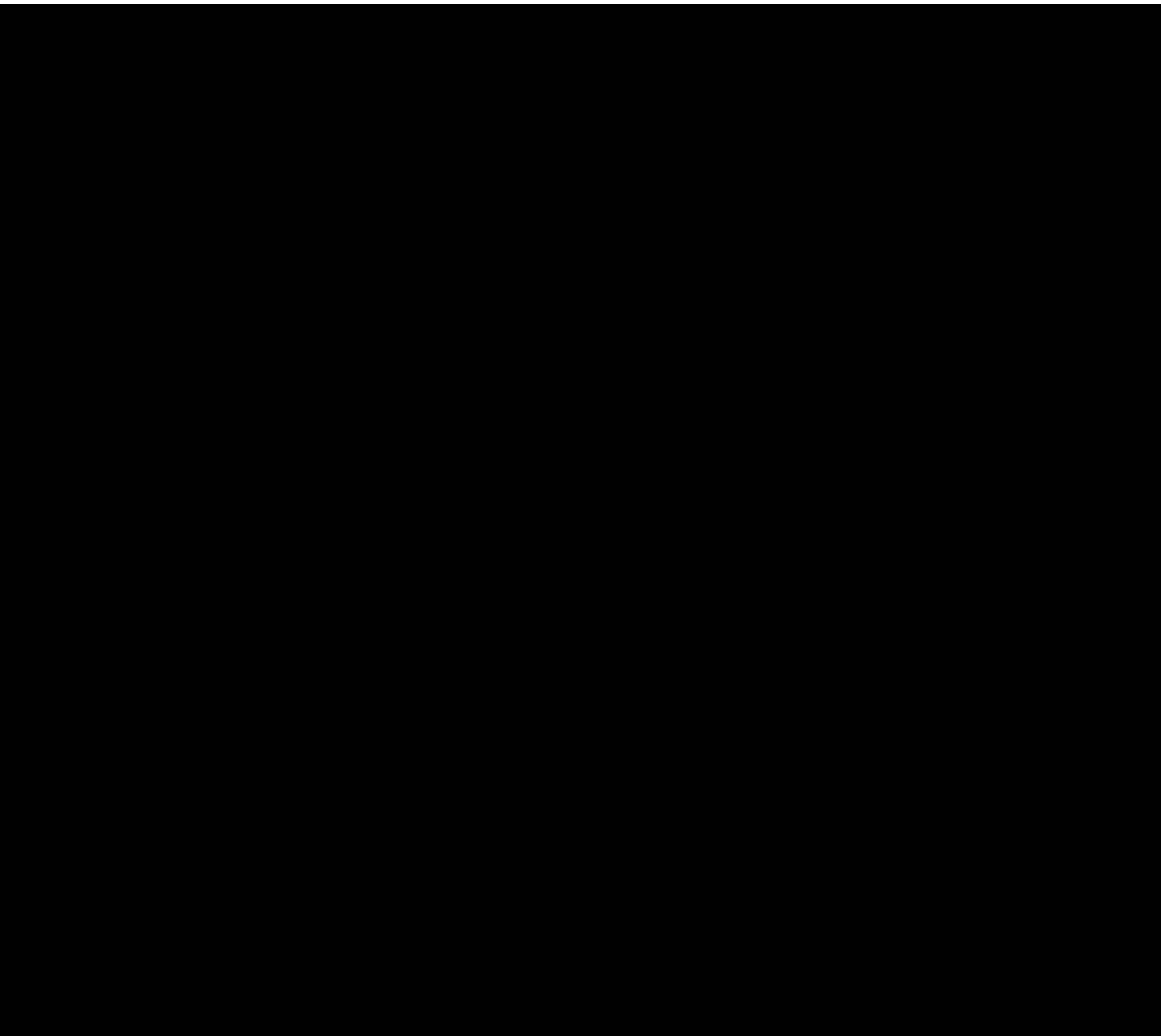
The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously disclosed overpayment exceeds three-five percent (~~3%~~5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered 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 discrepancy weaknesses or condition found as a result of the audit.

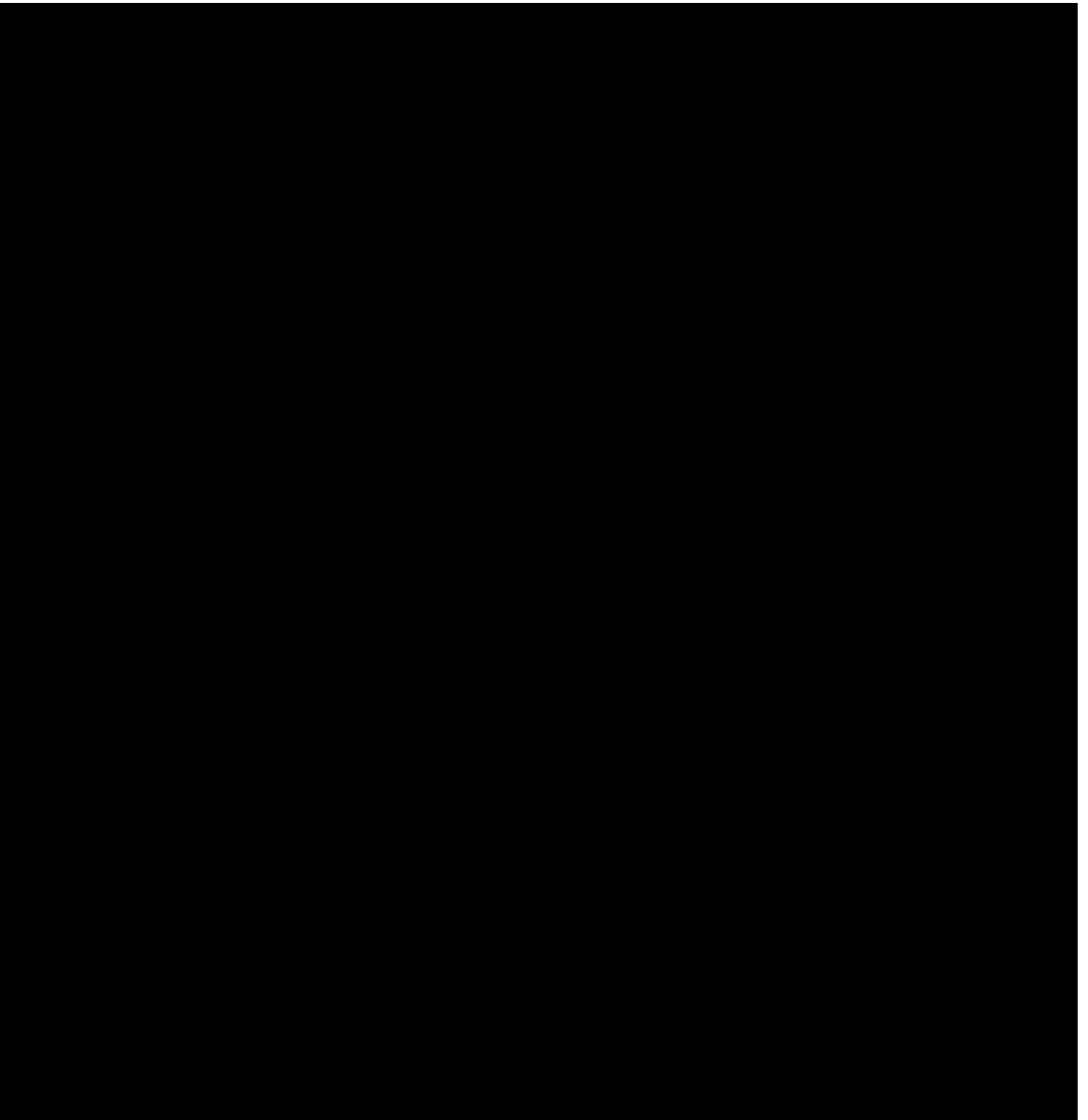
V. APPENDIX

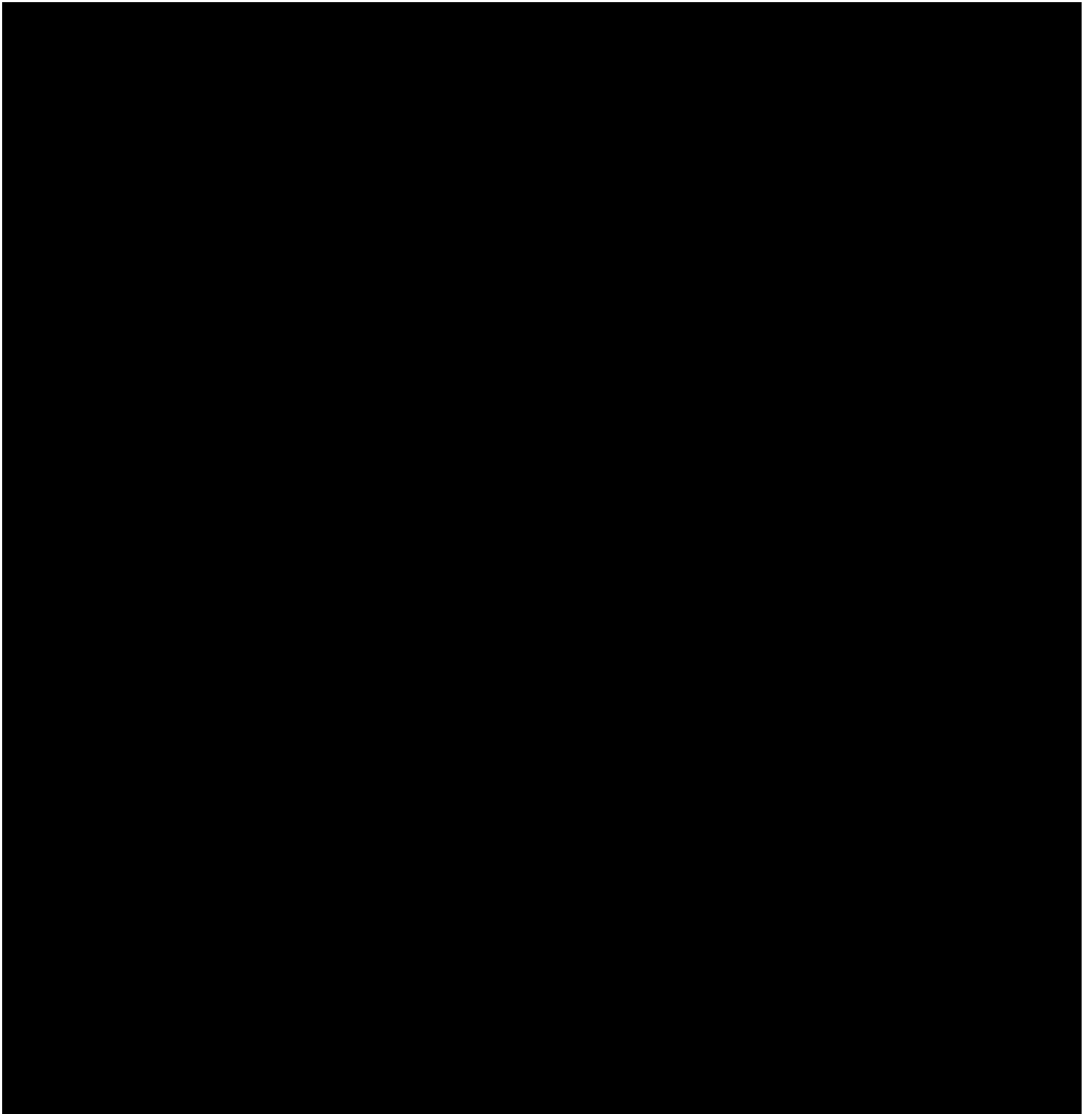
5.a. Appendix A: Resumes

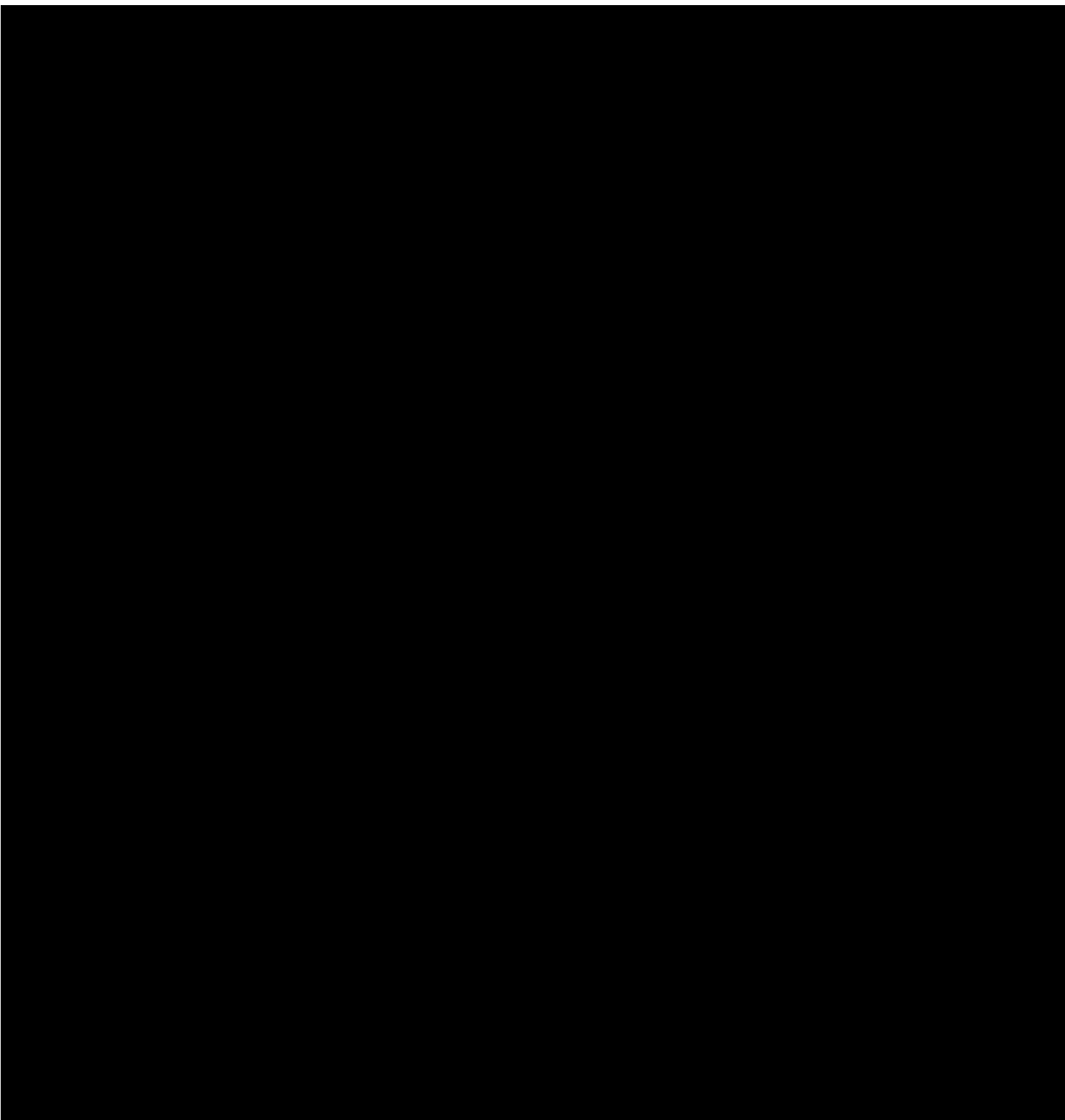


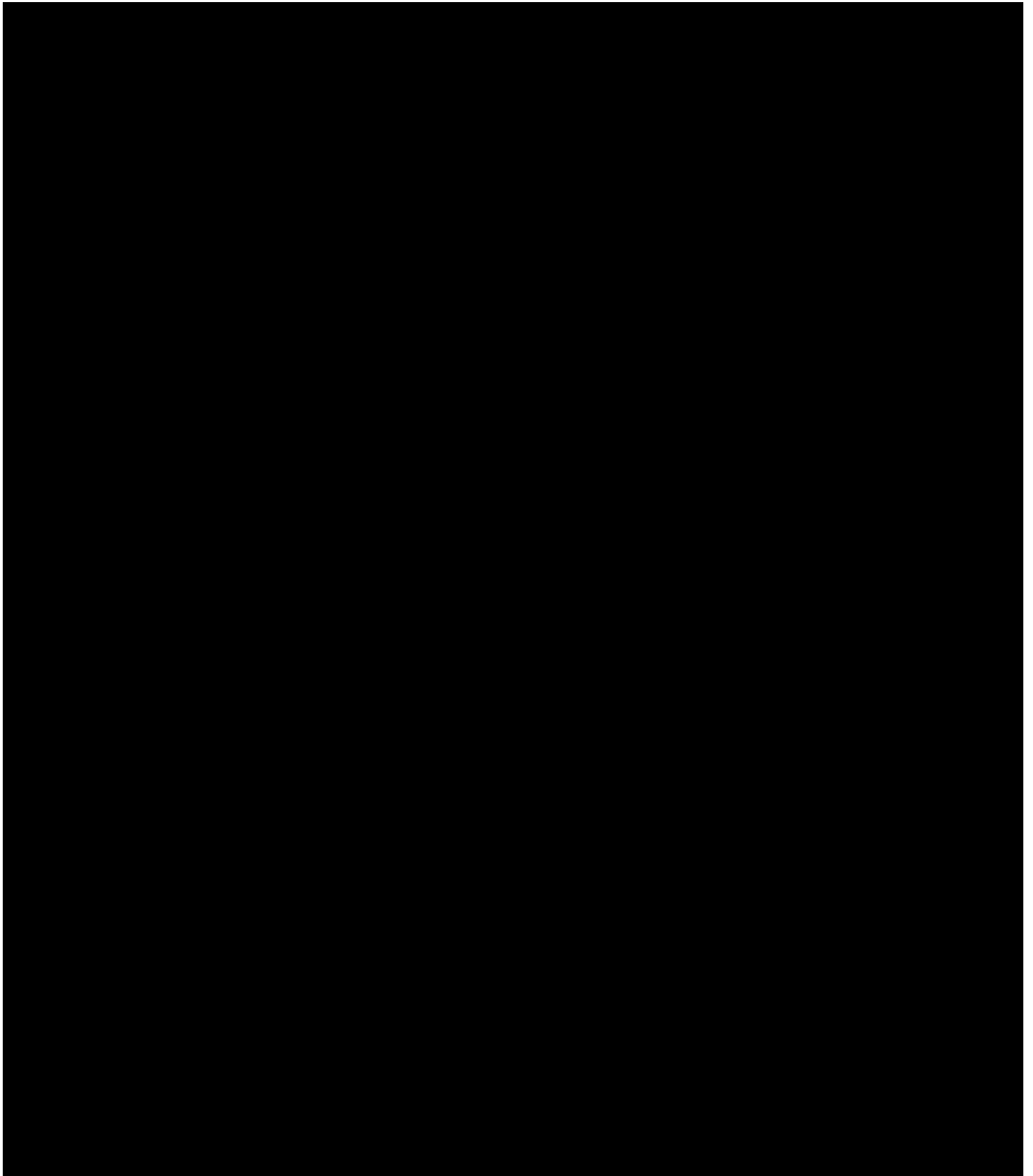


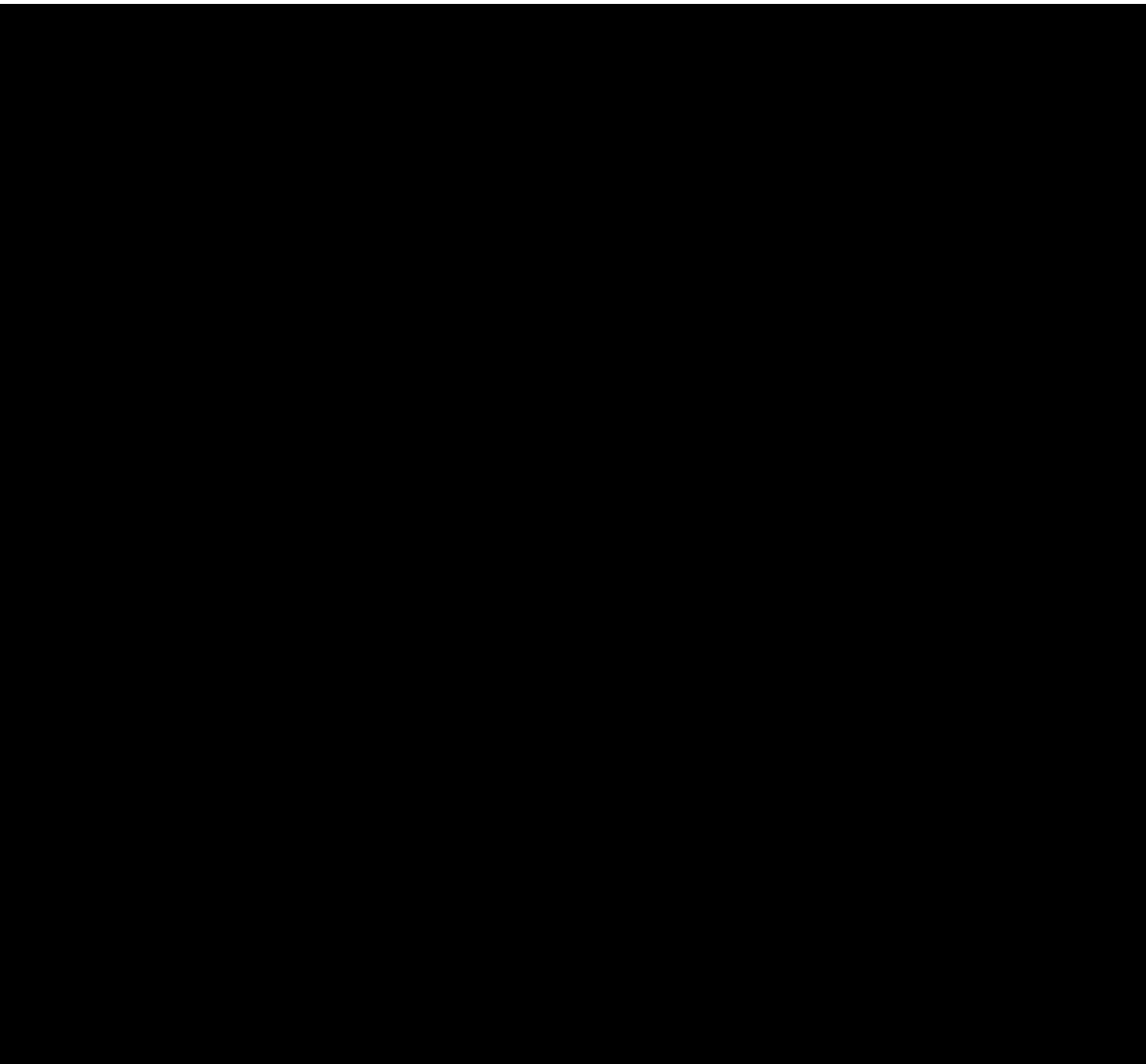


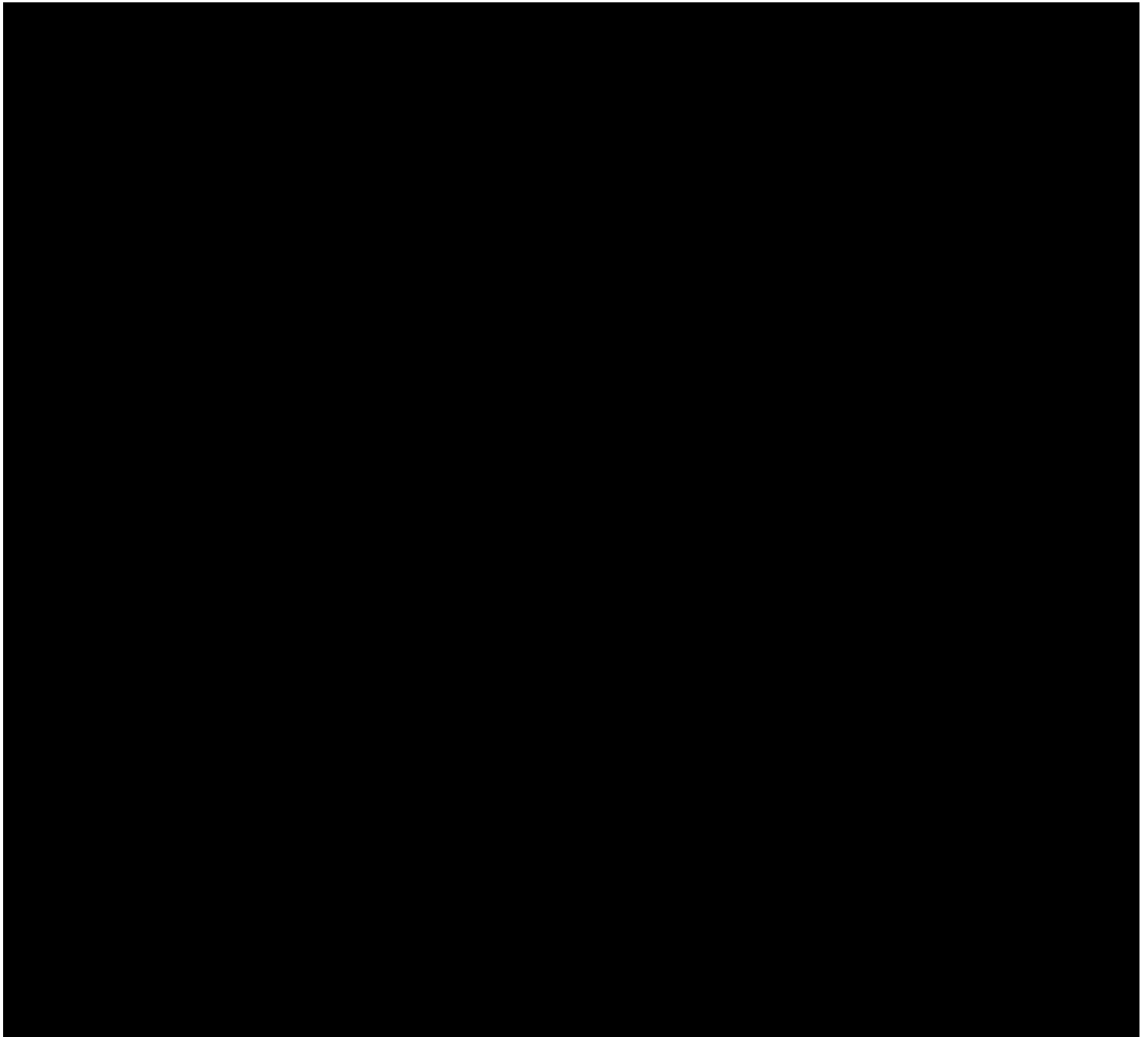


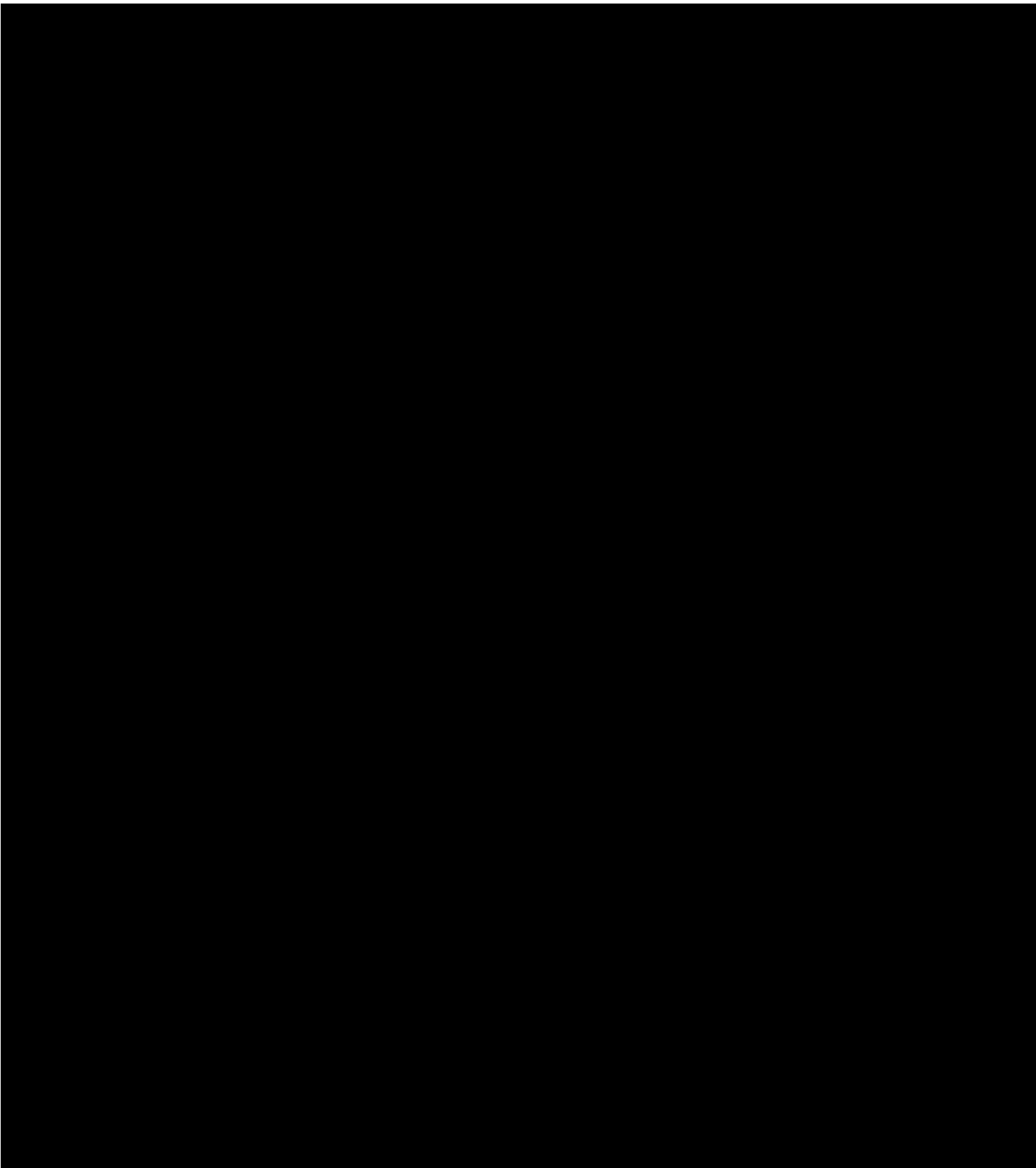


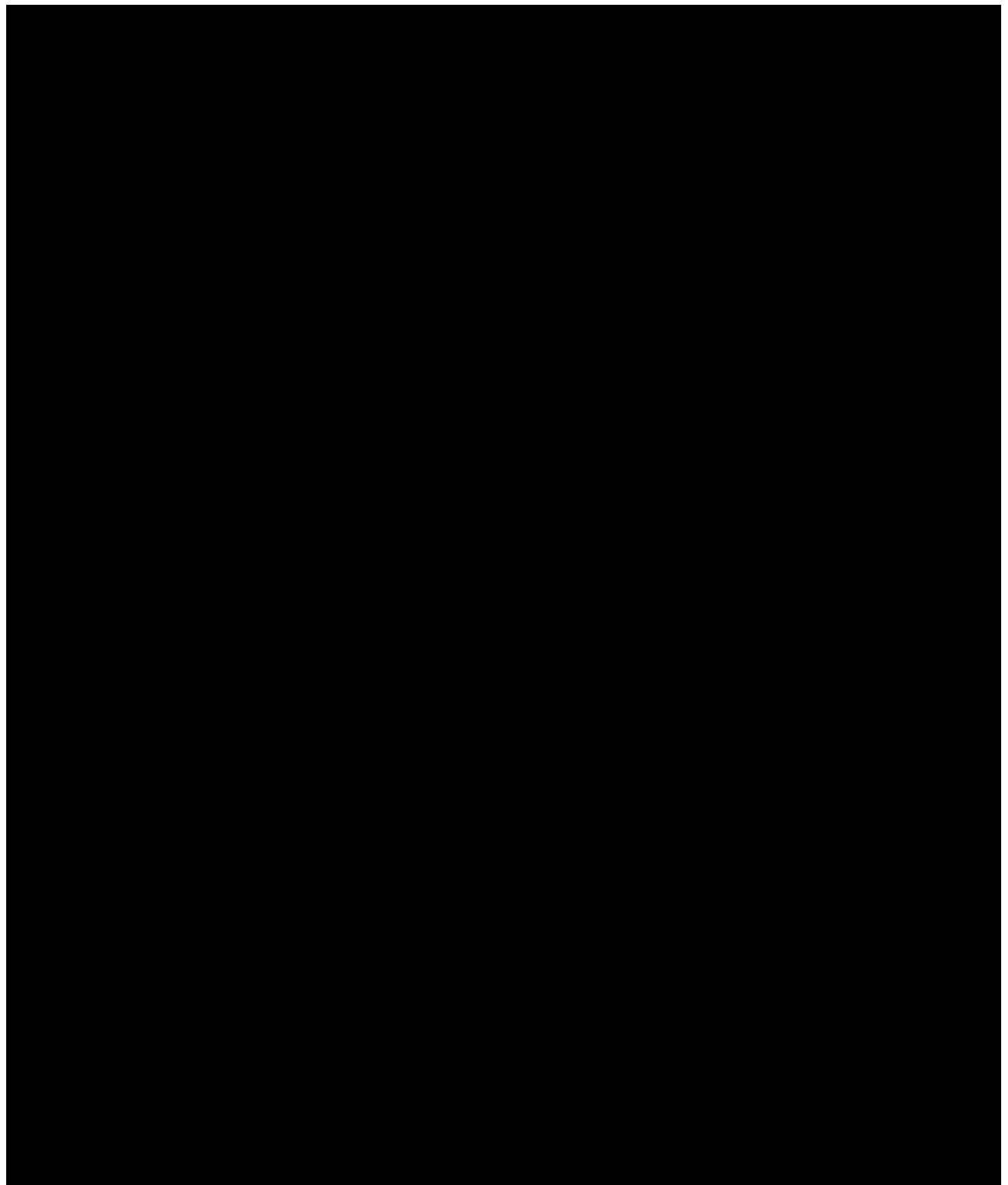


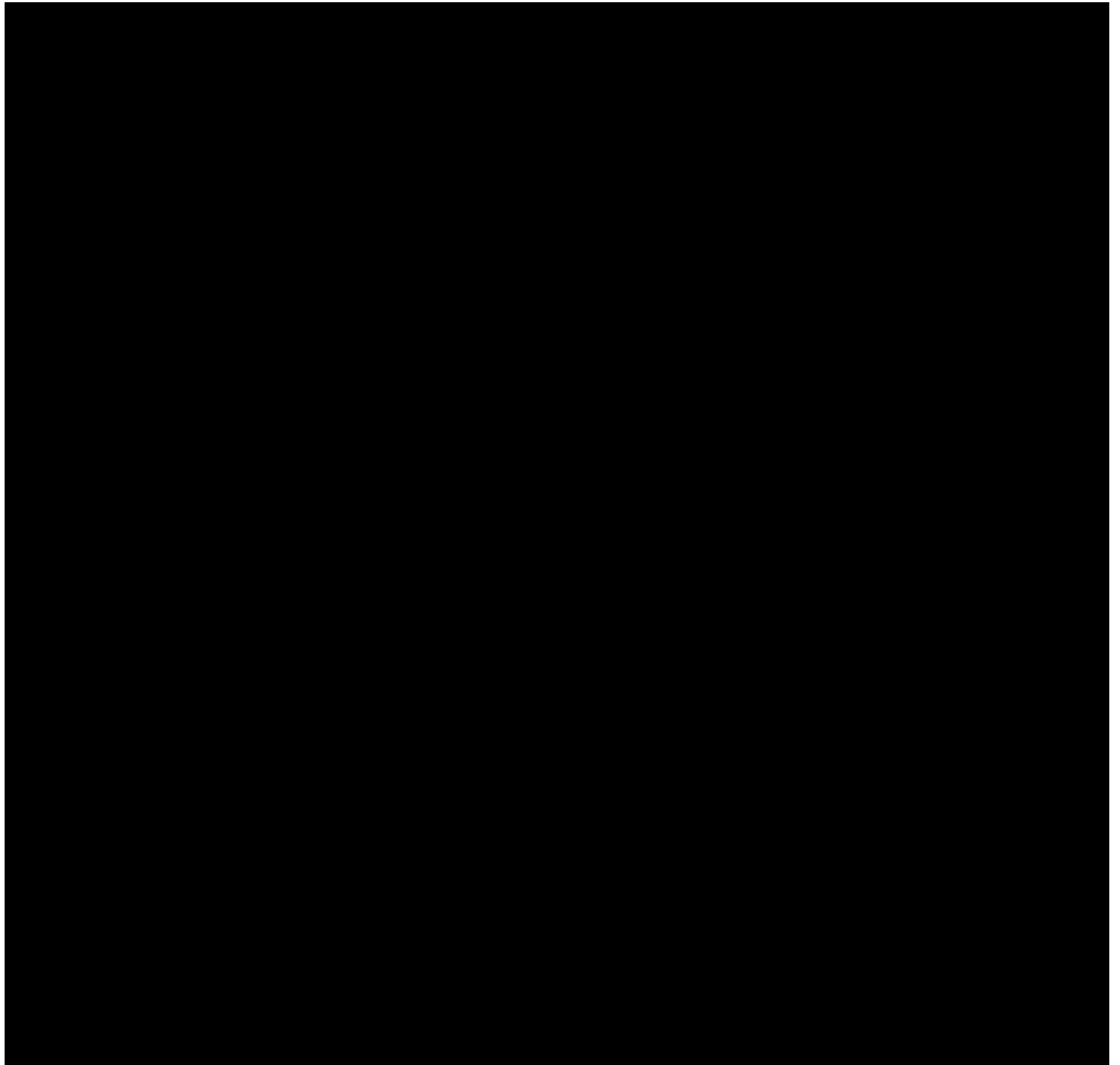


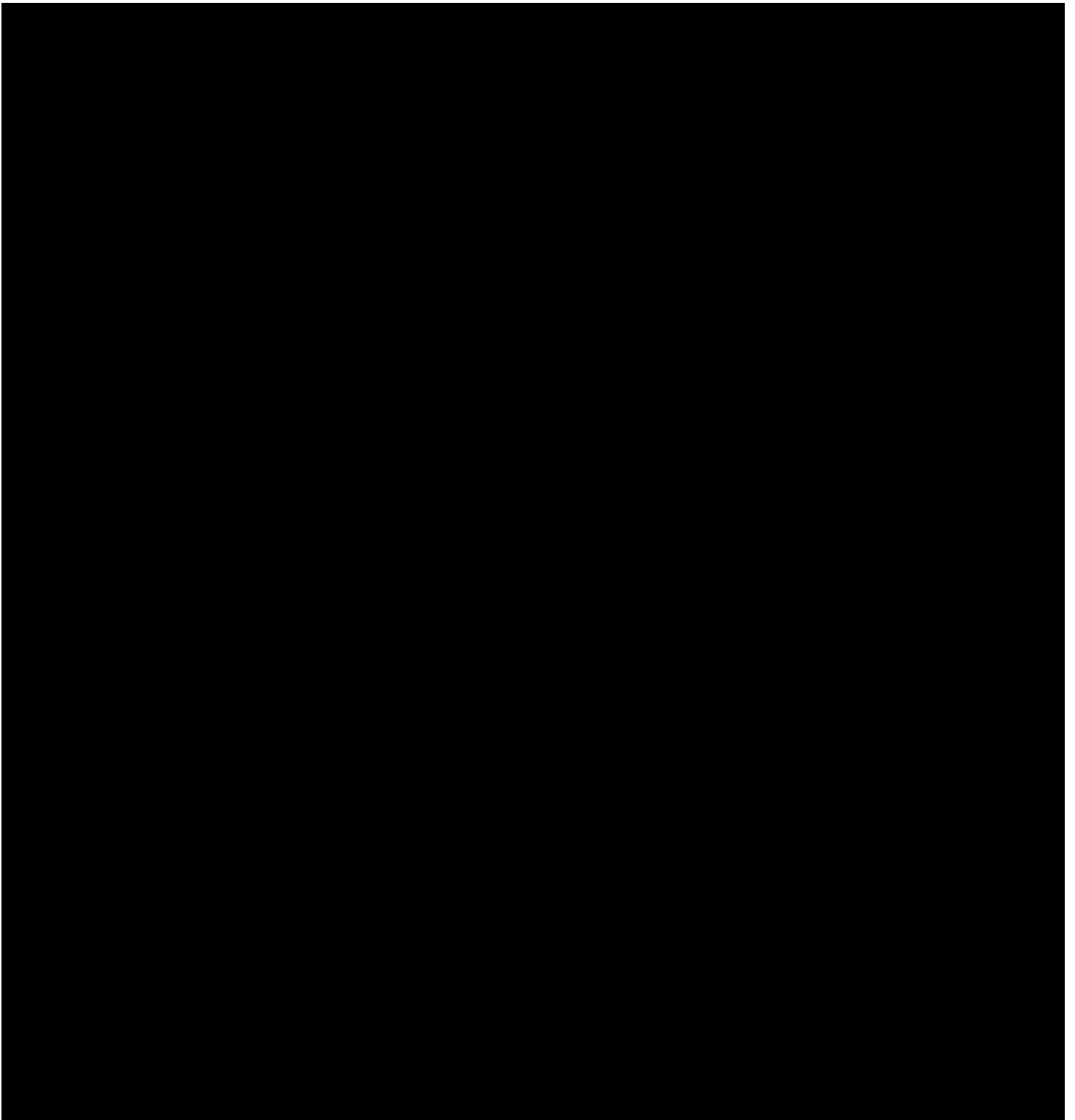


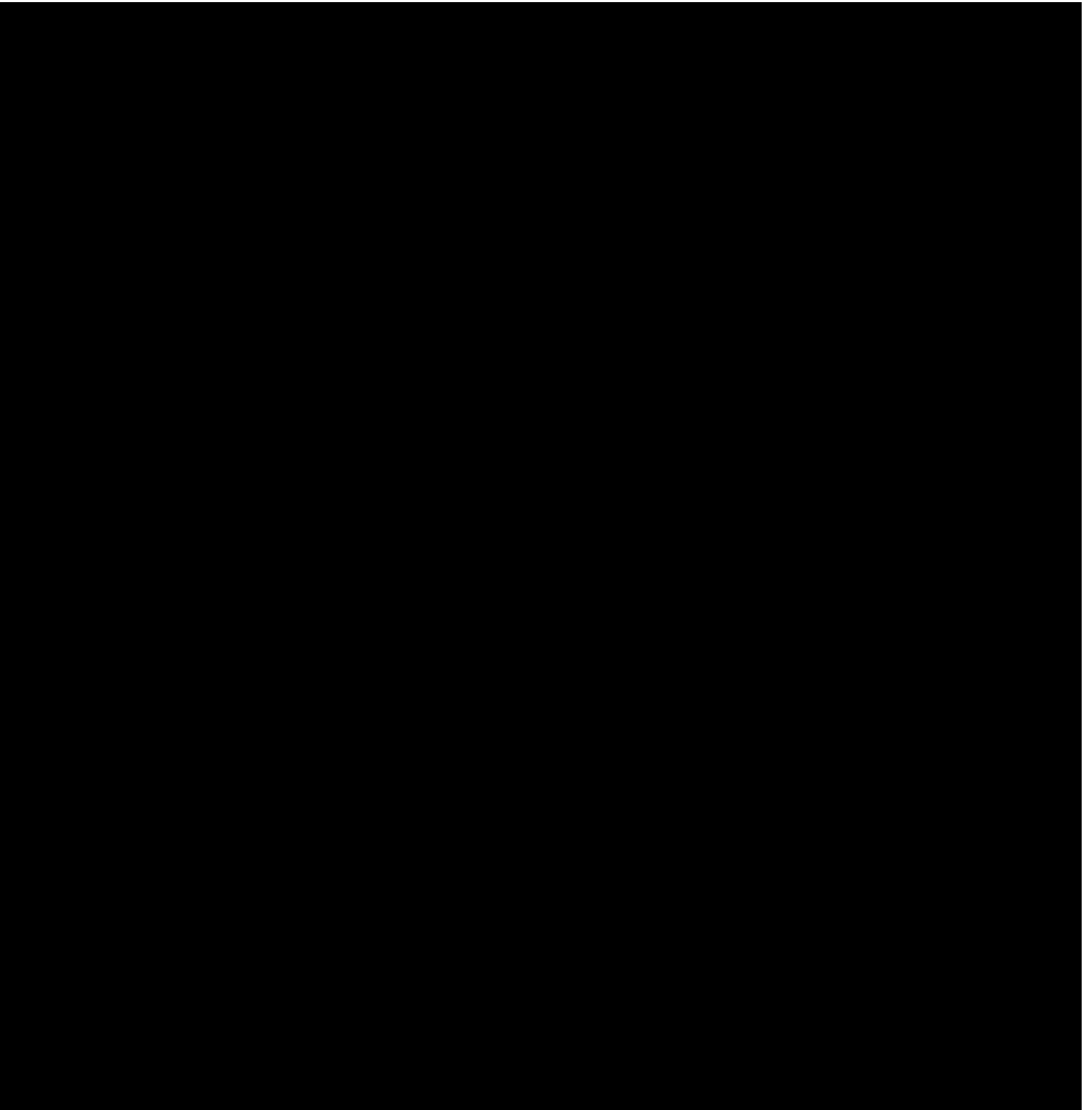


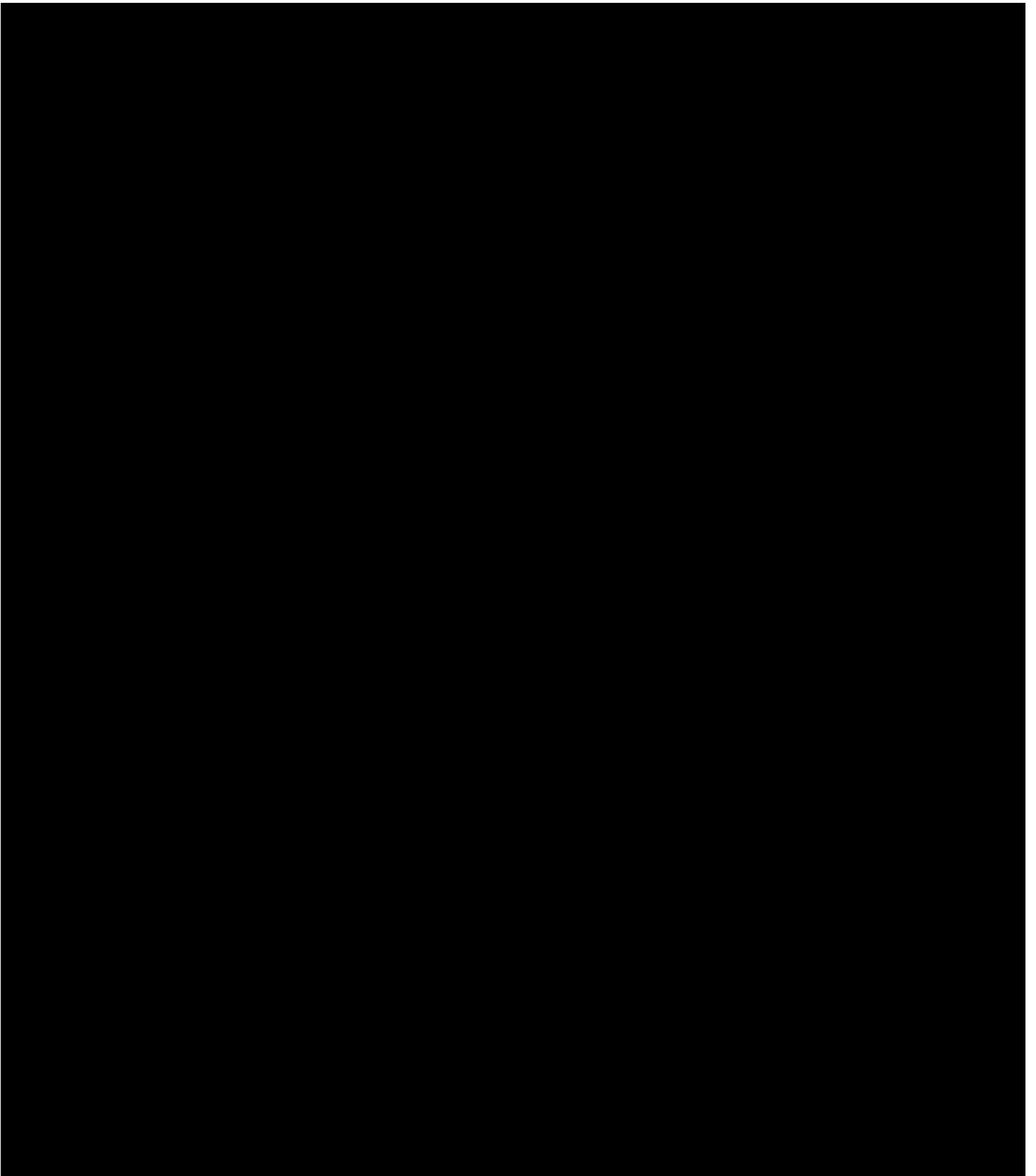












5.b. Appendix B: Form A - Bidder Proposal Point of Contact

Form A Bidder Proposal Point of Contact Request for Proposal Number 120003 O5

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

Preparation of Response Contact Information

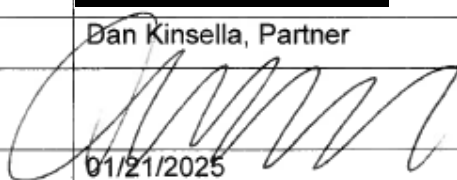
Bidder Name:	Deloitte & Touche LLP
Bidder Address:	1100 Capitol Ave. Ste. 300 Omaha, NE 68102
Contact Person & Title:	Dan Kinsella, Partner
E-mail Address:	[REDACTED]
Telephone Number (Office):	[REDACTED]
Telephone Number (Cellular):	[REDACTED]
Fax Number:	N/A

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

Communication with the State Contact Information

Bidder Name:	Deloitte & Touche LLP
Bidder Address:	1100 Capitol Ave. Ste. 300 Omaha, NE 68102
Contact Person & Title:	Jeff Harrison, Senior Manager
E-mail Address:	[REDACTED]
Telephone Number (Office):	[REDACTED]
Telephone Number (Cellular):	[REDACTED]
Fax Number:	N/A

5.c. Appendix C: Contractual Agreement Form

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.	
<u> X </u> 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:	Deloitte & Touche LLP
ADDRESS:	1100 Capitol Avenue, Suite 300 Omaha, NE 68102
PHONE:	(402) 346-7788
EMAIL:	[REDACTED]
BIDDER NAME & TITLE:	Dan Kinsella, Partner
SIGNATURE:	
DATE:	01/21/2025
VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)	
NAME:	Jeff Harrison
TITLE:	Senior Manager
PHONE:	[REDACTED]
EMAIL:	[REDACTED]

Attachment A
Technical Requirements
Marketing Research and Analysis
Request for Proposal Number 120003 O5

Bidder Name: Deloitte & Touche LLP

Bidder should fully respond to each question in enough detail to allow for comprehensive evaluation of the response. Responses will be considered in evaluating Technical Requirements.

Please organize information in the way it is requested to aid in efficient and fair evaluation. Please note as frequently and clearly as possible how proposal elements further the overall program objectives listed above. A completed copy of this form must be submitted with the proposal response.

TECHNICAL REQUIREMENTS	
PART I. PROGRAM DESIGN –	
a. PROGRAM DESIGN AND STAKEHOLDERS	
1	Bidders should describe their proposed approach to: Conducting background research and collecting data to inform program design, including the subtasks noted in Part I #1 of Requested Tasks. The bidder should generally describe their approach to conducting literature reviews, policy analysis, and/or comparative research. Bidders should describe their experience understanding and meeting state and federal program data requirements, how they have used program data, and any lessons they have learned related to ensuring program data is accurate and useable.
	Response: 

Response:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

	[REDACTED] [REDACTED] [REDACTED]
3	Bidders should describe their proposed approach to: Designing and conducting stakeholder outreach, including the subtasks noted in Part I #3 of Requested Tasks. The bidder should identify known stakeholders within the state, strategic recommendations to support collaboration, and lessons learned from similar engagements that the bidder will use to support this task. Bidders should describe their proposed approach to collaborating with industry partners and other experts. Response: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[illegible]

	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] 1 [REDACTED] 2 [REDACTED] 3 [REDACTED] 4 [REDACTED]
5	Bidders should describe their proposed approach to: Developing program application materials, including the subtasks noted in Part II #2 of Requested Tasks. The bidder should describe ways that it will support the state in 1) developing a comprehensive application that fulfills program requirements while incorporating state program design objectives, 2) communicating with DOE throughout application process, 3) navigating the DOE application review process, and 4) ensuring key timelines are maintained. Response: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[illegible]

I.c. STATE PROCESS SUPPORT

Bidders should describe their proposed approach to:

6

Providing project management and coordination, including the subtasks noted in Part III #1 of Requested Tasks. The bidder should describe their typical approaches for engagements, such as how they will support the state to ensure the programs and plans stay on track and are effectively coordinated.

Response:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[illegible]

PART II. PROGRAM IMPLEMENTATION: HOME EFFICIENCY REBATES (IRA SECTION 50121) –

a. GENERAL DELIVERY APPROACH

Bidders should describe their proposed program will address:

The overall program approach and how homeowners and multifamily building owners will interact with the program (i.e., customer journey).

Response:

[REDACTED]

[REDACTED]

[REDACTED]

7

8	Bidders should describe their proposed program will address: The structural barriers they expect to face and how they will overcome these through program delivery.
	Response:
9	Bidders should describe how their proposed program will address: The bidder's general approach and an overview of innovative ideas for achieving priority program objectives.
	Response:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
10	Bidders should describe their proposed program will address: How will the bidder prioritize projects that create disproportionately greater benefits due to location or timing of retrofit? Response: [REDACTED] [REDACTED]

II.b. EDUCATION AND OUTREACH	
11	Bidders should provide the following information about how their approach will address outreach, marketing, and education, including a timeline and budget for associated activities for single-family homeowners and multifamily building owners: How will the bidder educate customers and contractors about Home Efficiency Rebates? Response: [REDACTED] [REDACTED] [REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]

¹ Institute of Agriculture and Natural Resources at University of Nebraska-Lincoln, 2023, *The challenges of being rural*, <https://ruralprosperityne.unl.edu/news/challenges-being-rural/#:~:text=One%20of%20the%20downsides%20of,been%20happening%20for%20many%20years.>

² Rural Broadband Task Force, 2023, *Findings and Recommendations*, <https://ruralbroadband.nebraska.gov/reports/2023RBTReport.pdf>

12	Bidders should provide the following information about how their approach will address outreach, marketing, and education, including a timeline and budget for associated activities for single-family homeowners and multifamily building owners: How will consumers access information and be encouraged to participate in the program? Response:

13	Bidders should provide the following information about how their approach will address outreach, marketing, and education, including a timeline and budget for associated activities for single-family homeowners and multifamily building owners: How will the bidder promote other federal programs and encourage stacking and braiding with non-federal programs, including other incentives, and financing offerings? Response: [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] [REDACTED]
14	Bidders should provide the following information about how their approach will address outreach, marketing, and education, including a timeline and budget for associated activities for single-family homeowners and multifamily building owners:

	What partnerships and channels will the bidder utilize for outreach? Response: ■ ■ ■ ■ ■ ■ ■ ■ ■
15	Bidders should provide the following information about how their approach will address outreach, marketing, and education, including a timeline and budget for associated activities for single-family homeowners and multifamily building owners: How will the bidder reach out to and recruit contractors?

	Response:
16	Bidders should provide the following information about how their approach will address outreach, marketing, and education, including a timeline and budget for associated activities for single-family homeowners and multifamily building owners: How will the bidder track effectiveness of outreach and education efforts and materials? What metrics does the bidder propose to develop and use to measure effectiveness of education and outreach efforts? Response:

Bidders should provide the following information about how their approach will address outreach, marketing, and education, including a timeline and budget for associated activities for single-family homeowners and multifamily building owners:

How will the bidder support the state in their development of the Education and Outreach Strategy, including their proposed approach to developing the strategy, key content within it, and how the above activities will be incorporated into the strategy?

Response:

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1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem. Once the problem is identified, the next step is to develop a plan of action. This plan should outline the steps that need to be taken to address the problem, including identifying the resources needed and the timeline for completion. The third step is to implement the plan. This involves putting the plan into action and monitoring progress. Finally, the fourth step is to evaluate the results. This involves assessing the effectiveness of the plan and making adjustments as needed.

		[REDACTED]
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II.c. HOME ASSESSMENTS

20	Bidders should describe the home assessment process for both single-family and multifamily projects, including:	
	How will the bidder ensure that a home assessment is performed where required?	
	Response:	
	[REDACTED]	

21	Bidders should describe the home assessment process for both single-family and multifamily projects, including: How will the bidder ensure assessments are done in compliance with ANSI/BPI 1100-T-2023 and ANSI/BPI 1200-S-2017, where applicable? Response:
22	Bidders should describe the home assessment process for both single-family and multifamily projects, including: The process for and how the bidder will ensure all required information is collected during the home assessment. Response:

	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
23	Bidders should describe the home assessment process for both single-family and multifamily projects, including: How will the bidder review and validate home assessments for accuracy? Response: [REDACTED] [REDACTED] [REDACTED] [REDACTED]

24	Bidders should describe the home assessment process for both single-family and multifamily projects, including: How will the assessor collect and report information to the bidder and how will that data be managed? Response: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	
II.d. ELIGIBILITY AND INCOME VERIFICATION		
25	Bidders should describe their approach to eligibility and income verification for both single-family households and multifamily buildings as a whole, including: Describe the methodology (and determined software) to calculate the rebate level based on income and energy savings. Response: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	

	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
26	Bidders should describe their approach to eligibility and income verification for both single-family households and multifamily buildings as a whole, including: How will the bidder determine which upgrades and equipment are eligible for the program and the process to update the allowable measures? Response: [REDACTED] [REDACTED]
27	Bidders should describe their approach to eligibility and income verification for both single-family households and multifamily buildings as a whole, including:

	How will the bidder ensure that the ENERGY STAR certification requirement for heating, cooling, and water heating products is adhered to? Response:
28	Bidders should describe their approach to eligibility and income verification for both single-family households and multifamily buildings as a whole, including: How will the bidder verify the income levels of applicants and multifamily buildings? Response:

28.1	Bidders should describe their approach to eligibility and income verification for both single-family households and multifamily buildings as a whole, including: What methods will the bidder implement to randomly sample applicants to confirm income level (especially if for self-attestation)? Response:
28.2	Bidders should describe their approach to eligibility and income verification for both single-family households and multifamily buildings as a whole, including: What is the bidder's remediation process if the income level reported was deemed falsified? Response:
28.3	Bidders should describe their approach to eligibility and income verification for both single-family households and multifamily buildings as a whole, including: If using the DOE Rebate Reservation and Tracking API (DOE API), how the bidder will incorporate the API into their systems and the execution of the income verification systems?

	Response:
28.4	Bidders should describe their approach to eligibility and income verification for both single-family households and multifamily buildings as a whole, including: If not using the DOE API, what are the systems that will be used to verify income and the experience for the household? Response:
II.e. SAVINGS CALCULATIONS	
i. MEASURED PATHWAY	
29	Bidders should provide information on how they plan to calculate savings for each project. Note, this will vary by the program pathway, modeled or measured. Which DOE-approved software will be used? Response:

	[REDACTED] [REDACTED]
30	Bidders should provide information on how they plan to calculate savings for each project. Note, this will vary by the program pathway, modeled or measured. If state does not yet know what measured savings methodology they will be using, what does the bidder propose? How will the bidder support the state in gaining DOE approval? Response: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

	[REDACTED] [REDACTED] [REDACTED]
31	Bidders should provide information on how they plan to calculate savings for each project. Note, this will vary by the program pathway, modeled or measured. How will the bidder use the approved M&V methodology to determine weather-normalized energy use before the installation of any upgrades? Response: [REDACTED]

32	Bidders should provide information on how they plan to calculate savings for each project. Note, this will vary by the program pathway, modeled or measured. Describe whether a different methodology will be used for multifamily homes and how it will be different from single-family homes. Response:
33	Bidders should provide information on how they plan to calculate savings for each project. Note, this will vary by the program pathway, modeled or measured. How will the bidder verify that at least one major upgraded occurred and that it was an eligible upgrade as part of the HOMES program? Response:

34	Bidders should provide information on how they plan to calculate savings for each project. Note, this will vary by the program pathway, modeled or measured. How will the bidder ensure that peak seasons have been included in the measurement? Response: [REDACTED] [REDACTED]
35	Bidders should provide information on how they plan to calculate savings for each project. Note, this will vary by the program pathway, modeled or measured. How will the bidder estimate energy savings from data collected at the home assessment? Response: [REDACTED]
36	Bidders should provide information on how they plan to calculate savings for each project. Note, this will vary by the program pathway, modeled or measured. Confirm and describe how all calculations will be done no less than 9 months after installation and how the peak season will be accounted for. Response: [REDACTED] [REDACTED] [REDACTED]

37	Bidders should provide information on how they plan to calculate savings for each project. Note, this will vary by the program pathway, modeled or measured. If the state is not using the DOE API rebate reservation process, define the process in place to reserve or hold funds so that there are enough funds available 9-12 months after project completion. Response: [REDACTED]
38	Bidders should provide information on how they plan to calculate savings for each project. Note, this will vary by the program pathway, modeled or measured. If the state is using the DOE API rebate reservation process, how will the bidder execute and manage the process? Response: [REDACTED] [REDACTED] [REDACTED]
39	Bidders should provide information on how they plan to calculate savings for each project. Note, this will vary by the program pathway, modeled or measured. How would the bidder potentially measure energy savings across a portfolio of homes? How will the bidder manage all individual home data within a portfolio? How will portfolios be monitored and verified? Response: [REDACTED] [REDACTED]

40	Bidders should provide information on how they plan to calculate savings for each project. Note, this will vary by the program pathway, modeled or measured. How will the bidder approve and manage aggregators? Response:
41	Bidders should provide information on how they plan to calculate savings for each project. Note, this will vary by the program pathway, modeled or measured. How will the bidder monitor qualified contractors and notify the state when contractors are violating program requirements? Response:

42	Bidders should provide information on how they plan to calculate savings for each project. Note, this will vary by the program pathway, modeled or measured. How will the bidder ensure that all data is collected and managed as defined in the DOE Data & Tools Requirements Guide?	
	Response:	
	ii. MODELED PATHWAY	
	43	Bidders should provide information on how they plan to calculate savings for each project. Note, this will vary by the program pathway, modeled or measured. Which DOE-approved software will be used?
Response:		

	[REDACTED] [REDACTED]
44	Bidders should provide information on how they plan to calculate savings for each project. Note, this will vary by the program pathway, modeled or measured. How will the bidder use the modeling software to estimate energy savings based on information collected at final home assessment? Response: [REDACTED]
45	Bidders should provide information on how they plan to calculate savings for each project. Note, this will vary by the program pathway, modeled or measured. Describe whether a different methodology will be used for multifamily homes and how it will be different from single-family. Response: [REDACTED] [REDACTED]
46	Bidders should provide information on how they plan to calculate savings for each project. Note, this will vary by the program pathway, modeled or measured.

	How will the bidder verify that at least one major upgraded occurred and that it was an eligible upgrade as part of the HOMES program? Response: 
47	Bidders should provide information on how they plan to calculate savings for each project. Note, this will vary by the program pathway, modeled or measured. How will the bidder assess the availability and quality of billing data and determine sufficiency for modeling? Response: 

48	Bidders should provide information on how they plan to calculate savings for each project. Note, this will vary by the program pathway, modeled or measured. How will the bidder address missing data in compliance with DOE methodologies? Response: [REDACTED] [REDACTED] [REDACTED]
49	Bidders should provide information on how they plan to calculate savings for each project. Note, this will vary by the program pathway, modeled or measured. How will the bidder use a model to calibrate savings? What model is the bidder proposing to use? Response: [REDACTED]
50	Bidders should provide information on how they plan to calculate savings for each project. Note, this will vary by the program pathway, modeled or measured. How will the bidder perform periodic reliability analysis to ensure the reliability of modeled savings? Response: [REDACTED]

	[REDACTED] [REDACTED] [REDACTED]
51	Bidders should provide information on how they plan to calculate savings for each project. Note, this will vary by the program pathway, modeled or measured. If the state has been approved for modeled-path exceptions, how will the bidder execute and manage those program paths? Response: [REDACTED] [REDACTED] [REDACTED] [REDACTED]
52	Bidders should provide information on how they plan to calculate savings for each project. Note, this will vary by the program pathway, modeled or measured. How will the bidder ensure that all data is collected and managed as defined in the DOE Data & Tools Requirements Guide?

	Response: ■ ■ ■
II.f. DATA ACCESS	
53	If applicable, bidders should describe their approach for collecting and managing utility energy data for single-family households and aggregate, whole-building data for multifamily buildings, consistent with state policy and the requirements for data access as defined by the state. How will the bidder implement the pre-project data access approach as defined by the state (e.g., Opt-in, Opt-out, Aggregated, Open Access)? If collaborating with utilities to receive data, how will the bidder support the state in collaboration and transfer of data? Response:

54	If applicable, bidders should describe their approach for collecting and managing utility energy data for single-family households and aggregate, whole-building data for multifamily buildings, consistent with state policy and the requirements for data access as defined by the state. How will the bidder safely and securely manage data consistent with state requirements? Response:

55	If applicable, bidders should describe their approach for collecting and managing utility energy data for single-family households and aggregate, whole-building data for multifamily buildings, consistent with state policy and the requirements for data access as defined by the state. What is the bidder’s proposed approach for assessing and communicating with various types of utilities? (e.g., IOUs, Co-ops, municipals) Response:
56	If applicable, bidders should describe their approach for collecting and managing utility energy data for single-family households and aggregate, whole-building data for multifamily buildings, consistent with state policy and the requirements for data access as defined by the state. What is the bidder’s proposed approach for overcoming barriers and obstacles to collecting utility energy data for single-family and multifamily buildings? Response:
57	If applicable, bidders should describe their approach for collecting and managing utility energy data for single-family households and aggregate, whole-building data for multifamily buildings, consistent with state policy and the requirements for data access as defined by the state. How will the bidder ensure that consumers participating in the program agree to provide access to their energy usage data as a condition of receiving a rebate? Response:

58	If applicable, bidders should describe their approach for collecting and managing utility energy data for single-family households and aggregate, whole-building data for multifamily buildings, consistent with state policy and the requirements for data access as defined by the state. If the bidder will be supporting the state in developing the Data Access Plan, what is the bidder's proposed approach to developing the plan and key content within the plan, and how the above activities will be incorporated into the plan? Response: [REDACTED] [REDACTED] [REDACTED]
59	If applicable, bidders should describe their approach for collecting and managing utility energy data for single-family households and aggregate, whole-building data for multifamily buildings, consistent with state policy and the requirements for data access as defined by the state. If program participants (i.e., homeowners) are involved in accessing and sharing their utility data, how will the bidder simplify the process to minimize burden? Response: [REDACTED]

	[REDACTED] [REDACTED] [REDACTED]
60	If applicable, bidders should describe their approach for collecting and managing utility energy data for single-family households and aggregate, whole-building data for multifamily buildings, consistent with state policy and the requirements for data access as defined by the state. How will the bidder work with the state to identify and apply allowed program requirement exceptions to utility bill collection? Response: [REDACTED]
II.g. REBATES	
61	Bidders should describe their approach to how rebates will be paid and processed, including but not limited to: Is the bidder proposing to use the DOE rebate API? Response: [REDACTED]
62	Bidders should describe their approach to how rebates will be paid and processed, including but not limited to: What systems will be used for processing and payment?

	Response:
63	Bidders should describe their approach to how rebates will be paid and processed, including but not limited to: How will the bidder manage rebates to both customers and contractors? Response:
64	Bidders should describe their approach to how rebates will be paid and processed, including but not limited to:

	How will the bidder manage budgets and ensure that funds have not been over-obligated, particularly for the measured program path? Response:
65	Bidders should describe their approach to how rebates will be paid and processed, including but not limited to: How will the bidder manage payments to contractors or aggregators that were different from the rebate that was provided to the program participant? Response:

66	Bidders should describe their approach to how rebates will be paid and processed, including but not limited to:	
	How and when will contractors be paid?	
	Response:	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
67	Bidders should describe their approach to how rebates will be paid and processed, including but not limited to:	
	How will the bidder ensure appropriate payments to consumers and contractors consistent with federal and state rebate requirements?	
	Response:	[REDACTED]

	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
68	Bidders should describe their approach to how rebates will be paid and processed, including but not limited to: How will the bidder ensure the maximum time allowed for rebate processing will be met? Response: [REDACTED] [REDACTED] [REDACTED]

	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
69	Bidders should describe their approach to how rebates will be paid and processed, including but not limited to: What are the risks to meeting the rebate processing time frame requirements and how will the bidder mitigate those risks? Response: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
70	Bidders should describe their approach to how rebates will be paid and processed, including but not limited to: How will the bidder ensure rebates meet all program requirements and document those conditions? Response: [REDACTED] [REDACTED] [REDACTED]

71	Bidders should describe their approach to how rebates will be paid and processed, including but not limited to: How will procedures differ between single-family homes and multifamily homes/buildings? Response:
PART III. PROGRAM IMPLEMENTATION: HOME ELECTRIFICATION AND APPLIANCE REBATES (IRA SECTION 50122) – a. GENERAL DELIVERY APPROACH	
72	Bidders should explain how their proposed program will address: The overall program approach and how the homeowners, multifamily building owners, and tenants will interact with the program (i.e., customer journey).

	Response: [REDACTED]
73	Bidders should explain how their proposed program will address: The structural barriers they expect to incur and how they will overcome these through the program delivery. Response: [REDACTED]
74	Bidders should explain how their proposed program will address: The bidder's general approach and an overview of innovative ideas for achieving priority program objectives. Response: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
75	Bidders should explain how their proposed program will address: The bidder's overall approach to providing point-of-sale rebates. Response: [REDACTED] [REDACTED]

	[REDACTED] [REDACTED]
III.b. EDUCATION AND OUTREACH	
76	Bidders should provide the following information about how their approach will target and conduct outreach, marketing, and education, including a timeline and budget for associated activities for both trade partners (retailers, contractors, and distributors), consumers, and multifamily building owners: Approaches and strategies for educating customers, retailers, contractors, and distributors about home electrification and appliance rebates; how consumers will access information and will be encouraged to participate in the program. Response: [REDACTED] [REDACTED] [REDACTED] [REDACTED]

77	Bidders should provide the following information about how their approach will target and conduct outreach, marketing, and education, including a timeline and budget for associated activities for both trade partners (retailers, contractors, and distributors), consumers, and multifamily building owners: How will the bidder promote other federal programs and encourage stacking and braiding with non-federal programs, including other incentives, and financing offerings? Response:
78	Bidders should provide the following information about how their approach will target and conduct outreach, marketing, and education, including a timeline and budget for associated activities for both trade partners (retailers, contractors, and distributors), consumers, and multifamily building owners: What partnerships and channels will the bidder utilize for outreach? Response:

79	Bidders should provide the following information about how their approach will target and conduct outreach, marketing, and education, including a timeline and budget for associated activities for both trade partners (retailers, contractors, and distributors), consumers, and multifamily building owners: How will the bidder contact and recruit retailers, contractors, and distributors? Response:
80	Bidders should provide the following information about how their approach will target and conduct outreach, marketing, and education, including a timeline and budget for associated activities for both trade partners (retailers, contractors, and distributors), consumers, and multifamily building owners: How will the bidder track effectiveness of outreach and education efforts and materials? What metrics does the bidder propose to develop and use to measure effectiveness of education and outreach efforts? Response:
81	Bidders should provide the following information about how their approach will target and conduct outreach, marketing, and education, including a timeline and budget for associated activities for both trade partners (retailers, contractors, and distributors), consumers, and multifamily building owners: How will the bidder ensure outreach, education, and marketing efforts are reaching the potential eligible program participants? Response:

	[REDACTED] [REDACTED] [REDACTED]
82	Bidders should provide the following information about how their approach will target and conduct outreach, marketing, and education, including a timeline and budget for associated activities for both trade partners (retailers, contractors, and distributors), consumers, and multifamily building owners: How will the bidder support the state to facilitate at least one public input session and incorporate feedback into program design? Response: [REDACTED]
83	Bidders should provide the following information about how their approach will target and conduct outreach, marketing, and education, including a timeline and budget for associated activities for both trade partners (retailers, contractors, and distributors), consumers, and multifamily building owners: If applicable, how will the bidder support the state in their development of the Education and Outreach strategy, including their proposed approach to developing the strategy, key content within it, and how the above activities will be incorporated into the strategy? Response: [REDACTED]

	[REDACTED]
84	Bidders should provide the following information about how their approach will target and conduct outreach, marketing, and education, including a timeline and budget for associated activities for both trade partners (retailers, contractors, and distributors), consumers, and multifamily building owners: How will the bidder develop tools to help eligible entities identify qualifying households? Response: [REDACTED] [REDACTED]

	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
86	Bidders should describe when home assessments will be used and the process, including: How will the bidder review and validate home assessments to make sure that they meet all DOE requirements within Section 4.2.4? Response: [REDACTED] [REDACTED] [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED]

	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
87	Bidders should describe when home assessments will be used and the process, including: The process for and how the bidder will ensure all required information is collected during the home assessment. Response: [REDACTED] [REDACTED] [REDACTED]

	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
88	Bidders should describe when home assessments will be used and the process, including: The process for and how the bidder will ensure all required information is collected for QEPs that do not require a home assessment. [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

	[REDACTED]
89	Bidders should describe when home assessments will be used and the process, including: Describe how the bidder will alert customers that an electrification project may result in a higher utility bill and develop a threshold for when there is an unacceptable risk of a higher bill. Response: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
90	Bidders should describe when home assessments will be used and the process, including:

	How will the bidder review and validate home assessments for accuracy? Response:
III.d. ELIGIBILITY AND INCOME VERIFICATION	
91	Bidders should describe their approach to eligibility and income verification for both single-family households and multifamily buildings, including: How will the bidder determine which upgrades and equipment are included in the qualified product list for the program and the process to update qualified products? Response:
92	Bidders should describe their approach to eligibility and income verification for both single-family households and multifamily buildings, including: How will the bidder ensure that the Energy Star certification requirement, if applicable, for heating, cooling, and water heating products is adhered to? Response:

93.1	Bidders should describe their approach to eligibility and income verification for both single-family households and multifamily buildings, including: Income verification: How will the bidder verify the income levels of applicants and multifamily buildings? Response: [Redacted] [Redacted]
93.2	Bidders should describe their approach to eligibility and income verification for both single-family households and multifamily buildings, including: Income verification: What methods will the bidder implement to randomly sample applicants to confirm income level (especially if for self-attestation)? Response: [Redacted] [Redacted]

93.3	Bidders should describe their approach to eligibility and income verification for both single-family households and multifamily buildings, including: Income verification: What is the bidder's remediation process if the income level reported was deemed falsified? Response: [REDACTED] [REDACTED]
93.4	Bidders should describe their approach to eligibility and income verification for both single-family households and multifamily buildings, including: Income verification: If using the DOE Rebate Reservation and Tracking application programming interface (DOE API), how the bidder will incorporate the API into their systems and the execution of the income verification systems? Response: [REDACTED] [REDACTED] [REDACTED]
93.5	Bidders should describe their approach to eligibility and income verification for both single-family households and multifamily buildings, including: Income verification: If not using the DOE API, describe the systems that will be used to verify income and describe the experience for the household.

	Response:
III.e. REBATES	
94.1	Bidders should describe the following: Provide details on the point-of-sale rebate approach, including: What is the process for ensuring that the appropriate rebate is paid based on product and income level?
	Response:
94.2	Bidders should describe the following: Provide details on the point-of-sale rebate approach, including: How will the bidder ensure that eligible recipients will receive their rebate at the point of sale?
	Response:

	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
94.3	Bidders should describe the following: Provide details on the point-of-sale rebate approach, including: How will the bidder ensure that total household rebate limits are not exceeded? Response: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

95	Bidders should describe the following:
	How will eligible entities be paid installation incentives in a timely fashion?
	Response: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
96	Bidders should describe the following:
	What is the process for rebate reimbursement and how will the bidder ensure the maximum time allowed for rebate reimbursement will be met?
	Response: [REDACTED] [REDACTED]

	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
97	Bidders should describe the following: What are the risks to meeting the rebate processing timeframe requirements and how will the bidder mitigate those risks? Response: [REDACTED] [REDACTED] [REDACTED] [REDACTED]

	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
98	Bidders should describe the following: What systems will be used for processing rebates? Response: [REDACTED]
99	Bidders should describe the following: How will the bidder work with retailers, distributors, contractors, and other eligible entities to provide rebates? Response:

100	Bidders should describe the following: How will the bidder manage receiving requests from and providing rebates to customers, contractors, distributors, and retailers? Response:
101	Bidders should describe the following: How will the bidder ensure rebates meet all program requirements and document those conditions? Response:

	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
102	Bidders should describe the following: How will the bidder ensure that the household did not receive federal funds for the same equipment or upgrade? Response: [REDACTED] [REDACTED] [REDACTED]

	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
103	Bidders should describe the following: How will the bidder set up multiple pathways to provide rebates either through point of sale or submitted invoice? Response: [REDACTED] [REDACTED] [REDACTED]

104	Bidders should describe the following: How will procedures differ for multifamily homes/buildings? Response: [REDACTED] [REDACTED] [REDACTED] [REDACTED]	
	PART IV. PROGRAM IMPLEMENTATION: BLUEPRINTS AND REPORTING	
	a. CONSUMER PROTECTION AND QUALITY ASSURANCE	
	105	Bidders should describe how they will assure quality installations including: How will the bidder support the state in developing a Consumer Protection Plan, or if already developed, how will the bidder develop the program consistent with the Consumer Protection Plan? Response: [REDACTED]

108	Bidders should describe how they will assure quality installations including: What is the bidder’s proposed approach for onsite inspections to meet DOE requirements? Response:
109	Bidders should describe how they will assure quality installations including: How will the bidder qualify retailers, contractors, and distributors as eligible, identifying required qualifications and have a process for delisting if necessary? Response:
110	Bidders should describe how they will assure quality installations including:

	How will the bidder develop installation standards and a process to enforce those standards? Response:
111	Bidders should describe how they will assure quality installations including: How will the bidder incorporate continuous improvement, developing processes for identifying problem areas and fraud/waste? Response:
112	Bidders should describe how they will assure quality installations including: How will the bidder work with a third-party to develop systems for providing households and multifamily building owners with a Post-Installation Certificate after quality assurance has taken place on their upgrade? Response:
IV.b.. COMMUNITY BENEFITS	
113.1	Bidders should describe their approach for supporting the state in the development of the Community Benefits Plan which should include: Community and Labor: How will the bidder engage with community partners and community organizations? Response:

113.2	Bidders should describe their approach for supporting the state in the development of the Community Benefits Plan which should include: Community and Labor: What are the bidder's community outreach and engagement strategies? Response:
114.1	Bidders should describe their approach for supporting the state in the development of the Community Benefits Plan which should include: Skilled and Qualified Workforce: How will the bidder incorporate workforce education and training into their plans for both the single-family and multifamily workforce? Response:

	Skilled and Qualified Workforce: How will the bidder support groups that organize and apply collective bargaining? Response: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
115.1	Bidders should describe their approach for supporting the state in the development of the Community Benefits Plan which should include: Incorporating Diversity Equity Inclusion and Accessibility (DEIA): How will the bidder incorporate the state’s DEI objectives? How will the objectives be met?

	[REDACTED]
115.3	Bidders should describe their approach for supporting the state in the development of the Community Benefits Plan which should include: Incorporating Diversity Equity Inclusion and Accessibility (DEIA): What other DEI actions does the bidder propose? Response: [REDACTED] [REDACTED] [REDACTED] [REDACTED]

116.1	Bidders should describe their approach for supporting the state in the development of the Community Benefits Plan which should include: Address Justice40 Initiative: How will the bidder effectively identify and promote home energy rebates to disadvantaged communities? Response:
116.2	Bidders should describe their approach for supporting the state in the development of the Community Benefits Plan which should include: Address Justice40 Initiative: How will the bidder work with the state to ensure that low-income and multi-family funding percentage minimums are met? Response:
116.3	Bidders should describe their approach for supporting the state in the development of the Community Benefits Plan which should include:

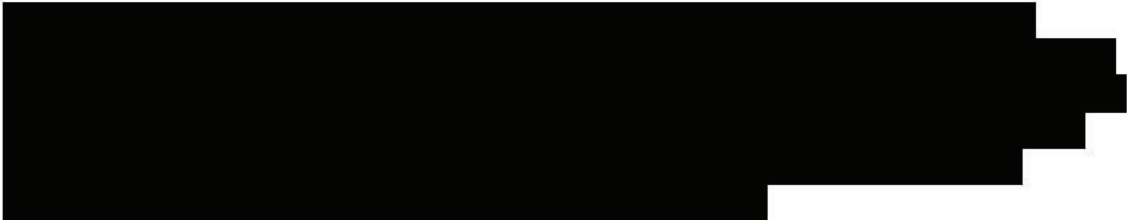
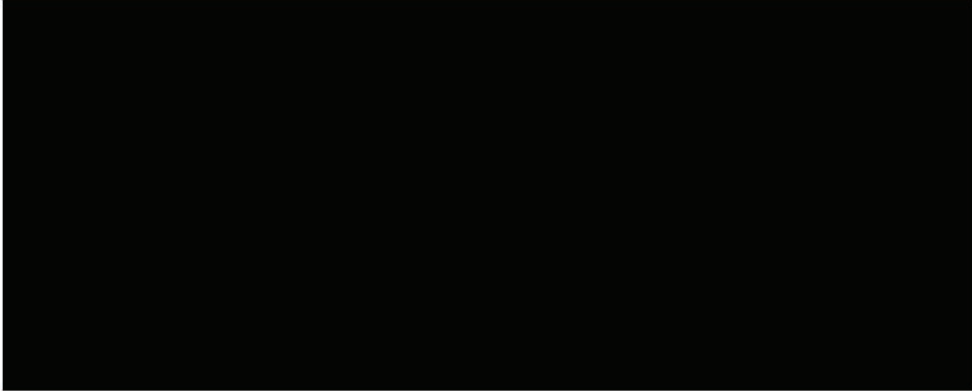
	Address Justice40 Initiative: What are the quantifiable expected benefits expected to accrue to disadvantaged communities? Response:
117	Bidders should describe their approach for supporting the state in the development of the Community Benefits Plan which should include: Direct benefits from energy upgrade projects? Response:
118	Bidders should describe their approach for supporting the state in the development of the Community Benefits Plan which should include: Economic benefits through jobs and contracts? Response:

IV.c.DATA AND SECURITY REQUIREMENTS

119	Bidders should describe their approach to data tracking and data security, including: A description of cybersecurity protocols and how information will be stored securely. Response:
120	Bidders should describe their approach to data tracking and data security, including: A description of risk-based security controls. Response:
121	Bidders should describe their approach to data tracking and data security, including: Confirmation that the security and privacy controls should be reviewed by an independent party in the last 3 years. Response:

122	Bidders should describe their approach to data tracking and data security, including: How will the bidder meet the data collection requirements in the DOE Data & Tools Requirements Guide? Response: [REDACTED]
123.1	Bidders should describe their approach to data tracking and data security, including: Will the bidder use the DOE/PNNL rebate reservation and tracking API or another system? If using DOE/PNNL, how will the bidder incorporate these workflows and API into the program? Response: [REDACTED] [REDACTED]

123.2	Bidders should describe their approach to data tracking and data security, including: Will the bidder use the DOE/PNNL rebate reservation and tracking API or another system? If using a different system, what is the system and how will the bidder ensure the system meets all DOE data and program requirements? Response:
124	Bidders should describe their approach to data tracking and data security, including: Will the bidder use the DOE/PNNL rebate reservation and tracking API or another system? Does the bidder have data transfer abilities and protocols in place to utilize APIs and HPXML? Response:
IV.d. PROGRAM EVALUATION	
125	Bidders should describe how they will store and make available the following data and information: Auditing tools and software Response:

	
126	Bidders should describe how they will store and make available the following data and information: Home assessment data Response: See response to Question 125.
127	Bidders should describe how they will store and make available the following data and information: Income amounts Response: See response to Question 125.
128	Bidders should describe how they will store and make available the following data and information: Post-installation photos Response: See response to Question 125.
129	Bidders should describe how they will store and make available the following data and information: Savings assessments from modeled or measured savings approach Response:  
130	Bidders should describe how they will store and make available the following data and information:

	Incentives paid Response:
131	Bidders should describe how they will store and make available the following data and information: Project costs Response: See response to Question 125.
132	Bidders should describe how they will store and make available the following data and information: Quality assurance tracking and resolution Response:
IV.e. MARKET TRANSFORMATION	
133	Bidders should describe the following: A general approach to developing market transformation plans and why they are qualified to support the state in developing the Plan. Response:

[REDACTED]

[REDACTED]

[REDACTED]

134	Bidders should describe the following: Key components of a Market Transformation Plan and how the bidder will guide the state through addressing each of them. Response: [REDACTED] [REDACTED] [REDACTED]

	■ ■ ■ ■
135	Bidders should describe the following: How will the bidder ensure that the Market Transformation Plan meets DOE Program Requirements? Response:

	[REDACTED]
136	Bidders should describe the following: How will the Market Transformation Plan be implemented, tracked, measured, and reported on towards goals over time? Response: [REDACTED] [REDACTED]
137	Bidders should describe the following: Key market indicators that can quantify and measure market transformation goals and how that data will be collected. Response: [REDACTED]

		[REDACTED]
IV.f. REPORTING TO STATE AND DOE		
138	Bidders should describe how they will track and report the following to the state while keeping each IRA provision tracked and managed separately, if applicable: Quarterly progress Response: [REDACTED] [REDACTED]	

IV.f. REPORTING TO STATE AND DOE

Bidders should describe how they will track and report the following to the state while keeping each IRA provision tracked and managed separately, if applicable:

Quarterly progress

Response:

138

	[REDACTED] [REDACTED] [REDACTED]
139	Bidders should describe how they will track and report the following to the state while keeping each IRA provision tracked and managed separately, if applicable: Quarterly budget vs. actual spending Response: [REDACTED] [REDACTED] [REDACTED]
140	Bidders should describe how they will track and report the following to the state while keeping each IRA provision tracked and managed separately, if applicable: Projected progress Response: [REDACTED]

141	Bidders should describe how they will track and report the following to the state while keeping each IRA provision tracked and managed separately, if applicable: Projected budget changes; if any Response:
142	Bidders should describe how they will track and report the following to the state while keeping each IRA provision tracked and managed separately, if applicable: Projected scope changes; if any Response:
143	Bidders should describe how they will track and report the following to the state while keeping each IRA provision tracked and managed separately, if applicable:

	Potential risks or realized issues on the project.
	Response:
	[REDACTED]
	[REDACTED]
	[REDACTED]

January 16, 2025

Dianna Gilliland/Kelly Rowlands, Procurement Contract Officer(s)
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln NE, 68508

Subject: Letter of Support for Deloitte to RFP# 120003 O5 - Implement the Home Energy Efficiency Rebates and the Home Electrification and Appliance Rebates Programs

Dear Ms. Gilliland and Rowlands:

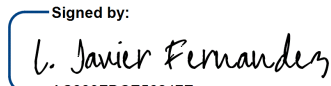
I am writing to you on behalf of the Omaha Public Power District (OPPD), one of the state's publicly owned electric utilities serving more than 850,000 customers in the Omaha metro area and eastern Nebraska. I am pleased to support Deloitte in their efforts to work with the Nebraska Department of Environment and Energy in the design and implementation of the Home Energy Efficiency Rebates (HOMES) and the Home Electrification and Appliance Rebates (HEARS) programs for the State.

For over a decade, OPPD has engaged Deloitte as a valued partner. Initially their services started in our finance office providing audit services. Over the last five years, Deloitte has been significantly contributing to our large-scale project modernization efforts, strategy insights, energy transition, technology modernization, process improvements, and talent initiatives. Deloitte developed a prioritization framework that focuses on strategic alignment, quantified benefits, and an analysis of the estimated effort and cost of projects. They have also played a crucial role in redefining our Project Portfolio Management (PPM) to emphasize Demand and Resource Management, ensuring a more strategic alignment of projects and resources. Additionally, Deloitte assisted in implementing a comprehensive change management and communication strategy, which included training sessions to build awareness and create change champions within OPPD.

More broadly in the marketplace, we also work with Nebraska Public Power District (NPPD) and Deloitte to position Nebraska as a premiere player in an all-public power state, working together to bring the best possible future.

As one of Nebraska's largest electric utility providers, we have consistently found Deloitte to be a trusted partner in all our engagements. They are a collaborator that brings both local and national resources, but always put 'Nebraska first' in their perspective and counsel. With OPPD, Deloitte, and the State working together on this effort we are bullish on the outcome. We, along with Deloitte, would like to advance the cause of low cost and efficient energy in Nebraska.

Best regards,

Signed by:

AC399FDCE56247E...
Javier Fernandez

President and Chief Executive Officer

120003 O5
Cost Sheet - Pricing Schedule

Home Energy Rebate Programs Applications and Implementation

Bidder Name: Deloitte & Touche LLP

Instructions: Bidders shall 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. As part of the Project Management Approach section of their proposals, Bidders shall explain how results achieved as part of the "Deliver HOMES/HEAR rebates to eligible recipients" milestone (e.g., number of rebates deployed) are to be measured against established program performance goals for each invoicing period.

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until the contract terminates or expires. A completed Cost Proposal - Pricing Schedule must be submitted with the proposal response.

This funding amount does not include the programmatic funding for home energy rebates the Contractor will deliver to eligible recipients. 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.

FIXED PRICED, DELIVERABLE BASED PAYMENT SCHEDULE

Milestone	Deliverables/Tasks	Invoicing Schedule	Total Payment
PART 1			
Enable NDEE's submission of application materials required for HOMES program launch.	1. Identify the information required for each Application. 2. Recommend sections to be deferred to the State Implementation Blueprints. 3. Review NDEE's draft responses to certain Application sections as well as analysis conducted and stakeholder input received to date. 4. Engage with stakeholders and conduct supplemental analysis needed to successfully develop the Applications. 5. Submit complete drafts of all Application documents to NDEE for review, ensuring compliance with Guidance Documents. 6. Integrate NDEE feedback and submit final versions to NDEE for submission to US DOE.	Monthly during Part 1 of the Statement of Needs	\$ 440,500
Enable NDEE's submission of application materials required for HEAR program launch.	1. Identify the information required for each Application. 2. Recommend sections to be deferred to the State Implementation Blueprints. 3. Review NDEE's draft responses to certain Application sections as well as analysis conducted and stakeholder input received to date. 4. Engage with stakeholders and conduct supplemental analysis needed to successfully develop the Applications. 5. Submit complete drafts of all Application documents to NDEE for review, ensuring compliance with Guidance Documents. 6. Integrate NDEE feedback and submit final versions to NDEE for submission to US DOE.	Monthly during Part 1 of the Statement of Needs	\$ 360,400
Enable NDEE's submission of the Market Transformation Plan.	Work with NDEE to develop a vision and set of objectives and activities as part of the Market Transformation Plan. Team Deloitte supports NDEE to submit the MT Plan to DOE. MT plan includes strategies on following activities: 1. Develop and Training on relevant certifications to enable contractors to perform home energy upgrades 2. Provide educational materials detailing innovative business solutions and relevant technologies 3. Engage distributors, suppliers, and retailers to identify any potential supply issues and create plans to mitigate them 4. Promote coordinated financing, cost-sharing, and braided funding options 5. Coordinate energy efficiency data sharing to MLS 6. Train CBOs as Program Ambassadors, educating homeowners about the program, application process and value upgrades	One-time payment upon US DOE approval of the Market Transformation Plan	\$ 60,000
PART 2			
Establish HOMES Program delivery infrastructure.	1. Create IT Solution Buildout Plan for IRA Technology Platform 2. Configure and test IRA Technology Platform to enable application intake, contractor registration, eligibility determination, contractor rebate/payment processing, DOE reporting, and required APIs. 3. Identify methodology and software package(s) for contractors to perform home energy assessments (e.g. SnuggPro, OptiMiser) 4. Identify, recruit, and train contractors. in HOMES program 5. Perform outreach and engagement with CBO's, homeowners, building owners, to encourage participation in the program 6. Work with Nebraska gas and public power utilities and government agencies to determine opportunities for data sharing to enable rebate stacking, homeowner energy usage, and categorical eligibility data sharing opportunities Develop Post-Installation Certification methodology and interface (e.g. Pearl Certification)	Monthly during Part 2 of the Statement of Needs	\$ 1,229,200
Establish HEAR Program delivery infrastructure.	1. Create IT Solution Buildout Plan for IRA Technology Platform 2. Configure and test IRA Technology Platform to enable application intake, contractor registration, eligibility determination, contractor rebate/payment processing, DOE reporting, and required APIs.	Monthly during Part 2 of the Statement of Needs	\$ 1,005,700

	and required APIs. 3. Identify methodology and software package(s) for contractors to perform simple home energy assessments as required (e.g. SnuggPro, OptiMiser) 4. Develop contractor participation agreement then identify, recruit, and train contractors to participate in HOMES and HEAR programs 5. Perform outreach and engagement with CBO's, homeowners, building owners, to encourage participation in the program 6. Work with Nebraska gas and public power utilities and government agencies to determine opportunities for data sharing to enable rebate stacking, homeowner energy usage, and categorical eligibility data sharing opportunities		
Deliver HOMES rebates to eligible recipients.	1. Review homeowner and building owner applications, verify income eligibility, determine eligibility for program, and reserve rebates via DOE/PNNL interface 2. Recruit, monitor, train, and manage contractors performing home assessments and installations 3. Review post installation contractor documents and process rebates and payments accordingly 4. Conduct homeowner and building owner surveys to enable continuous improvement of program 5. Conduct regular and ad hoc meetings with NDEE and other stakeholders to review performance of programs to determine necessary modifications to program Work with 3rd-Party (e.g. Pearl Certification) to conduct post-installation certification	Monthly during Part 2 of the Statement of Needs	\$ 8,062,600
Deliver HEAR rebates to eligible recipients.	1. Review homeowner and building owner applications, verify income eligibility, determine eligibility for program, and reserve rebates via DOE/PNNL interface 2. Recruit, monitor, train, and manage contractors performing home assessments and installations 3. Review post installation contractor documents and process rebates and payments accordingly 4. Conduct homeowner and building owner surveys to enable continuous improvement of program 5. Conduct regular and ad hoc meetings with NDEE and other stakeholders to review performance of programs to determine necessary modifications to program	Monthly during Part 2 of the Statement of Needs	\$ 6,596,600
Enable NDEE's submission of quarterly reports to US DOE.	1. Leverage IRA Technology Portal data collection and standardized reporting templates to track and report quarterly spending of administrative and rebate funding to DOE in compliance with 2 CFR Part 200 as amended by 2 CFR Part 910.	Monthly during Part 2 of the Statement of Needs	\$ 100,000
Enable NDEE's submission of program continuation applications to US DOE to unlock funding tranches 2-4.	DOE released updated ALRD requirements on December 16, 2024 noting that funding tranches are no longer applicable. Instead, states are required to provide a Progress Tranche Summary Report 90 days prior to achieving their progress tranche objectives. As such, we will: 1. Create a Progress Tranche Summary Report 90 calendar days prior to achieving tranche objectives and moving to the next tranche. Summary report will detail program accomplishments, objectives achieved against expected outcomes, areas of risk, and mitigation strategies for risks. 2. Creation of required documents for each applicable tranche including approved state grant application (Tranche #1), Approved Program Launch and Implementation Blueprints (Tranche #2), Approved Market Transformation Plan (Tranche #3), Approved Privacy and Security and QA plans and review of incentive implementation (Tranche #4)	Payment upon US DOE approval of each continuation application	\$ 45,000
Enable NDEE's submission of required report(s) at close-out of the programs.	1. Create final expenditure report of administrative and rebate funding to DOE in compliance with 2 CFR Part 200 as amended by 2 CFR Part 910. 2. Work with NDEE so that data can be retained for 3 years from date of final report in compliance with 2 CFR 200.334 through 200.338.	One-time payment upon U.S. DOE approval of the close-out report(s)	\$ 75,000
Total Cost			\$ 17,975,000.00

(Bidder to fill in)		
None	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
(Bidder to fill in)		
None	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
Total Other Costs	\$	-

\$	17,975,000.00
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Please see 'Key Design Decisions' tab which describe items that can affect implementation price and resulting savings to the implementation

120003 O5

Cost Sheet - Pricing Assumptions

Assumptions for Pricing Provided:

1. Assumes that Implementation uses modeled approach for calculating energy savings but will include a 'pilot' for
2. The full scope of work including Program Design, Application Revision (if needed), Blueprint Materials, and Implementation will take place over a period of 4.5 years.
3. Costs for contractors' home assessment software is not included in price since it can be included as part of the
4. Pricing for 3rd Party Post Certification is not included in price since it can be included as part of rebate budget.
5. The Services will be performed in accordance with the Statement on Standards for Consulting Services issued by the American Institute of Certified Public Accountants (AICPA). The Services will not constitute an engagement to provide audit, compilation, review, or attestation services as described in the pronouncements on professional standards issued by the AICPA, the Public Company Accounting Oversight Board, or other regulatory body and, therefore, Deloitte will not express an opinion or any other form of assurance as a result of performing the Services.
6. Deloitte will not provide any legal advice regarding our Services, nor will we provide any assurance regarding the outcome of any future audit or regulatory examination or other regulatory action; the responsibility for all legal issues with respect to these matters, such as reviewing all deliverables and work product for any legal implications to the State, will be the State's. The Client will be responsible for all decisions related to any actions taken by the Client and/or for any procedures implemented by the Client based upon the deliverables provided by Deloitte. Based upon the Scope of Work, Deloitte will be assisting in various projects, but will not be providing or including recommendations within its deliverables.

120003 O5
Cost Sheet - Key Design Decisions

Decision Point	The following considerations will influence the Implementation Price
Energy Savings Modeled vs	Does NDEE decide to implement Measured Energy Savings approach, and if so to what extent?
Point of Sale VS	Does NDEE decide to implement another method other than a contractor driven approach to utilize HOMES and HEAR rebates? (i.e. Do-it-Yourself).
Single Contractor VS Split Assessments	Does NDEE want to have a separate home assessment staff vs installing contractors performing the home assessments. If a separate home assessment staff, are they contracted by the Implementer?
Assessment Software	Will NDEE allow contractors to choose their own assessment software packages or will the state provide one standard software package?
Categorical eligibility determination	Will NDEE want the Implementer to develop APIs between the HOMES-HEAR portal for resident energy usage across all municipal and public utility district utilities (166+) and sister agencies for categorical eligibility determination?
Income Verification Methods	Will NDEE allow homeowners self-attestation of income, requiring a higher eligibility review level-of-effort?
Eligibility	Will NDEE potentially limit geographic reach of the program, thus reducing overall costs of homeowner and contractor outreach and support?
Timeline	Will NDEE allow an expedited timeline if there is demand and capacity?