State of Nebraska (State Purchasing Bureau)
REQUEST FOR PROPOSAL FOR SERVICES CONTRACT

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

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

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

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

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

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

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

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

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

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

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

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

TABLE OF CONTENTS

GLOSSARY OF TERMS

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

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

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

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

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

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

Amendment: A written correction or alteration to a document.

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

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

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

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

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

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

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

Bid: See Solicitation Response.

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

Bidder: A Vendor who submits a Solicitation Response.

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

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

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

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

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

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

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

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

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

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

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

Confidential Information: See Proprietary Information.

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

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

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

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

Contract Period: The duration of the contract.

Contractor: See Vendor.

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

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

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

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

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

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

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

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

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

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

Energy Savings: Post-retrofit energy consumption subtracted from the baseline energy consumption.
Generation technologies. Onsite solar photovoltaic, combined heat and power, or other renewable energy system.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mandatory: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

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

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

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

Must: See Shall.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Proposal: See Solicitation Response.

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

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

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

Quote: See Solicitation Response.

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

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

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

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

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

Request for Proposal (RFP): See Solicitation.

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

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

Shall: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

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

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

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

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

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

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

Tenant: Individual or household residing in a rental unit.

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

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

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

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

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

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

Will: See Shall.

Work Day: See Business Day.

ACRONYM LIST

ACH – Automated Clearing House
ALRD – Administrative and Legal Requirements Document
AMI – Area Median Income
ARO – After Receipt of Order
BAFO – Best and Final Offer
CFR – Code of Federal Regulations
CEJST – Climate and Economic Justice Screening Tool
COI – Certificate of Insurance
DAS – Department of Administrative Services
DOE – U.S. Department of Energy
FARC – Financial Assistance Reporting Checklist
FERC – Federal Energy Regulatory Commission
FPL – Federal Poverty Level
GHG –Greenhouse Gas
HEARS – Home Electrification and Appliance Rebates (IRA Section 50122)
HOMES – Home Energy Efficiency Rebates (IRA Section 50121)
HUD – U.S. Department of Housing and Urban Development
IRA –Inflation Reduction Act
IRS – U.S. Internal Revenue Service
LIHEAP – Low Income Home Energy Assistance Program
LIHTC – Low-Income Housing Tax Credit
LMI – Low or Moderate-Income
M&V –Measurement and Verification
NDEE – Nebraska Department of Environment and Energy
OMB – U.S. Office of Management and Budget
PAGE – Performance and Accountability for Grants in Energy
QA – Quality Assurance
QC – Quality Control
QEP –Qualified Electrification Project
QPL –Qualified Products List
RFP – Request for Proposal
SMI – State Median Income
SNAP –Supplemental Nutrition Assistance Program
SPB – State Purchasing Bureau

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

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

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

RFP Number:	120003 O5
Name:	Dianna Gilliland/Kelly Rowlands, Procurement Contract Officer(s)
Agency:	State Purchasing Bureau
Address:	1526 K Street, Suite 130 Lincoln, NE 68508
Telephone:	402-471-6500
E-Mail:	as.materielpurchasing@nebraska.gov

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

The following exceptions to these restrictions are permitted:

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

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

C. SCHEDULE OF EVENTS

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

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

Schedule of Events		
ACTIVITY		**DATE/TIME**
1.	Release solicitation	December 10, 2024
2.	Last day to submit written questions. ShareFile link for uploading questions: https://nebraska.sharefile.com/r-rc405a01eadb945c597e9de4e24bb47b1	December 31, 2024
3.	State responds to written questions through solicitation "Addendum" to be posted to the Internet at: and http://das.nebraska.gov/materiel/bidopps.html	January 14, 2025
4.	Electronic Solicitation Opening – Online Via Webex IT IS THE BIDDER'S RESPONSIBILTY TO UPLOAD ELECTRONIC FILES BY OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES. ShareFile Electronic Solicitation Submission Link: https://nebraska.sharefile.com/r-rd9d8fbf771bf455b86e4538a2e20572f Join Webex Meeting Tuesday, January 21, 2025 2:00 PM | (UTC-06:00) Central Time (US & Canada) | 1 hr Add to calendar Google · O365 Join webinar **More ways to join:** **Join from the webinar link** https://sonvideo.webex.com/sonvideo/j.php?MTID=m8be80aaa80b50197cf1b4745b2e459f7 **Join by the webinar number** Webinar number (access code): 2493 943 4872 Webinar password: Kxf3dgfDH95 (59333433 when dialing from a phone or video system) **Tap to join from a mobile device (attendees only)** +1-408-418-9388,,24939434872#59333433# United States Toll Some mobile devices may ask attendees to enter a numeric password. **Join by phone** Global call-in numbers	January 21, 2025 2:00 PM Central Time
5.	Review for conformance to solicitation requirements	January 21, 2025 through January 22, 2025
6.	Evaluation period	January 23, 2025 through February 13, 2025
7.	"Vendor Demonstrations" (if required)	To Be Determined
8.	Post "Notification of Intent to Award" to Internet at: and https://das.nebraska.gov/materiel/bidopps.html	February 18, 2025
9.	Contract finalization period	February 18, 2025 through March 11, 2025
10.	Contract award	March 11, 2025
11.	Vendor start date	March 11, 2025

D. WRITTEN QUESTIONS AND ANSWERS

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

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

Questions should be uploaded using the ShareFile link provided in the solicitation Schedule of Events, Section I.C. It is recommended that bidders submit questions using the following format:

RFP Section Reference	RFP Page Number	Question

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

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

All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf This should be accomplished prior to execution of the contract.

F. ETHICS IN PUBLIC CONTRACTING

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

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

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

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

G. DEVIATIONS FROM THE SOLICITATION

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

H. SUBMISSION OF SOLICITATION RESPONSES

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

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

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

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

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

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

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

*****UNLESS OTHERWISE NOTED, DO NOT SUBMIT DOCUMENTS THAT CAN ONLY BE ACCESSED WITH A PASSWORD*****

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

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

a. The Solicitation response and Proprietary information should be uploaded as separate and distinct files.

i. If duplicated responses are submitted, the State will retain only the most recently submitted response.
ii. If it is the bidder's intent to submit multiple responses, the bidder must clearly identify the separate submissions.
iii. It is the bidder's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late responses will be accepted.

b. ELECTRONIC SOLICITATION RESPONSE FILE NAMES
The bidder should clearly identify the uploaded solicitation response files. To assist in identification the bidder should use the following naming convention:
i. 120003 O5 Company Name
If multiple files are submitted for one solicitation response, add number of files to file names:
120003 O5 Company Name File 1 of 2
120003 O5 Company Name File 2 of 2
ii. If multiple responses are submitted for the same solicitation, add the response number to the file names:
120003 O5 Company Name Response 1 File 1 of 2

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

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

I. SOLICITATION PREPARATION COSTS

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

J. FAILURE TO COMPLY WITH SOLICITATION

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

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

K. SOLICITATION RESPONSE CORRECTIONS

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

1. If a corrected electronic solicitation response is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted. The corrected solicitation response file name(s) should be identified as:

a. Corrected 120003 O5 Company Name Response #1 File 1 of 2,
b. Corrected 120003 O5 Company Name Response #2 File 2 of 2, etc.

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

L. LATE SOLICITATION RESPONSES

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

M. BID OPENING

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

N. SOLICITATION REQUIREMENTS

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

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

O. EVALUATION COMMITTEE

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

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

P. EVALUATION OF SOLICITATION RESPONSES

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

1. Corporate Overview may include, but is not limited to:

- **a.** the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Solicitation,
- **b.** the character, integrity, reputation, judgment, experience, and efficiency of the bidder,
- **c.** whether the bidder can perform the contract within the specified time frame,
- **d.** the bidder's historical or current performance; and
- **e.** such other information that may be secured and that has a bearing on the decision to award the contract.

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

2. Technical Response; and
3. Cost Sheet.

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

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

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

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

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

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

Q. BEST AND FINAL OFFER

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

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

R. REFERENCE AND CREDIT CHECKS

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

S. AWARD

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

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

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

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

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

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

T. LUMP SUM OR "ALL OR NONE" SOLICITATION RESPONSES

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

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

U. REJECTION OF SOLICITATION RESPONSES

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

V. PRICES & COST CLARIFICATION

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

W. VENDOR DEMONSTRATIONS

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

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

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

II. TERMS AND CONDITIONS

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

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

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

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

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

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

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

A. GENERAL

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

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

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

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

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. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Vendor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Vendor with written notice that such performance or deliverables may resume, in whole or in part.

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.

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

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.

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)

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

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

3. 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.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. 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.

5. ALL REMEDIES AT LAW

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

6. 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 all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. ASSIGNMENT, SALE, OR MERGER

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:

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

2. The State, in its sole discretion, may terminate the contract, in whole or in part, for any reason upon thirty (30) calendar day's written notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

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

- **a.** if directed to do so by statute,
- **b.** 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,
- **c.** a trustee or receiver of the Vendor or of any substantial part of the Vendor's assets has been appointed by a court,
- **d.** fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Vendor, its employees, officers, directors, or shareholders,
- **e.** 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,
- **f.** a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code,
- **g.** Vendor intentionally discloses confidential information,
- **h.** Vendor has or announces it will discontinue support of the deliverable; and,
- **i.** 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:

1. Transfer all completed or partially completed deliverables to the State,
2. Transfer ownership and title to all completed or partially completed deliverables to the State,
3. Return to the State all information and data unless the Vendor is permitted to keep the information or data by contract or rule of law. Vendor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Vendor's routine back up procedures,
4. Cooperate with any successor Contactor, person, or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Contactor, person, or entity with the transfer of information or data related to this contract,
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

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

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.)
CK		

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 response shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

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

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

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

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

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

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

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

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:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf

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

3. 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.

4. 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 cooperate with such other Vendors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other Vendor or individual. Vendor is not required to compromise Vendor's intellectual property or proprietary information unless expressly required to do so by this contract.

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:

1. Submit a Pricing Schedule and associated budget in the format provided in Attachment - Cost Sheet. Populate the "Deliverables/Tasks" column to include deliverables/tasks involved in achieving the milestone listed in the corresponding "Milestone" column, with the exception of those rows that are already populated with Deliverables/Tasks.

2. In addition to populating the Cost Sheet, describe program design decisions that significantly impact total cost to deliver Part IV: Program Implementation.

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

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

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

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

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

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

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. 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.

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:

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

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

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

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Vendors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory**. **The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 per occurrence
Bodily Injury/Property Damage	$1,000,000 per occurrence
Medical Payments	$10,000 any one person
Damage to Rented Premises (Fire)	$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Vendors	Included
Abuse & Molestation	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
WORKER'S COMPENSATION	
Employers Liability Limits	$500K/$500K/$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	$5,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. 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.

4. DEVIATIONS

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

1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.

2. By entering into this Contract, Vendor understands and agrees that if the Vendor is providing a product or service that contains ICT, as defined in subsection 3 below and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Vendor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.

3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Vendor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a Vendor.

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.

U. TIME IS OF THE ESSENCE

Time is of the essence with respect to Vendor's performance and deliverables 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.)
CK		

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 performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (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 undisclosed overpayment exceeds three percent (3%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Vendor agrees to correct any material weaknesses or condition found as a result of the audit.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

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

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

A. PROJECT OVERVIEW

1. PROGRAM BACKGROUND

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

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

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

2. PROGRAM VISION

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

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

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

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

3. PROGRAM FUNDING

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

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

B. PROJECT ENVIRONMENT

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

C. SCOPE OF WORK

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

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

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

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

D. SPECIAL TERMS AND CONDITIONS

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

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

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

E. TECHNICAL REQUIREMENTS

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

F. DELIVERABLES

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

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

1. PART I. PROGRAM DESIGN AND STAKEHOLDER STATEGY

a. CONDUCT BACKGROUND RESEARCH AND COLLECT DATA TO INFORM PROGRAM DESIGN

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

i. Review and summarize federal program requirements.
ii. Conduct background research, including literature review to identify best practices.
iii. Document existing program landscape (within state or region) to identify potential programs to leverage or gaps in existing programs, including:

a) Other funding opportunities available to households,
b) Existing rebates offerings (e.g., amounts, eligibility requirements, qualified product lists, incentive delivery methods),
c) Existing market engagement efforts (e.g., qualified contractor networks),
d) Program achievements and hard-to-reach markets, and
e) Potential for coordination with Community-Based Organizations.

iv. Identify legal, policy, or political challenges and opportunities related to program implementation.
v. Conduct secondary research to inform market assessment, including:

a) Analyzing stock and program potential,
b) Assessing existing available qualified workforce, and
c) Assessing landscape of distributor and retail networks.

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

b. DEVELOP HIGH-LEVEL PROGRAM DESIGN STATEGY

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

i. Identify program(s) and paths for state to apply for and implement.

Identify key program aspects such as:
a) Eligible households,
b) Eligible upgrades,
c) Income verification methods,
d) Rebate amounts and project cost caps,
e) Education and outreach strategy,
f) Managing qualified contractor networks, and
g) Data and collection and reporting methods.

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

a) Developing co-branded customer resources (e.g., technology pages, brochures, webinars).
b) Integrating network enrollment processes for participating contractors.

iii. Conduct technical and financial analyses to support program design, such as:

a) Forecasts of energy savings by program,
b) Identification and review of tools available to support the program(s),
c) Financial analyses of proposed implementation approaches, including the integration of federal funding with existing state and utility incentive offers, and

iv. Analysis and mapping of populations that meet the goals of the Justice40 initiative.

c. DESIGN AND CONDUCT STAKEHOLDER OUTREACH

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

i. Identify relevant stakeholders and categorize the types of collaboration needed.
ii. Develop a strategy and timeline for scheduling, hosting, and convening stakeholder meetings.

iii. Assist in development of meeting materials as needed, including meeting agendas, presentations, and Q&A documentation.
iv. Conduct community and market research to support stakeholder engagement, identify existing program staff, supply chain contacts, and tradespeople that should be engaged or informed as programs proceed.
v. Engage with external stakeholders and agencies to determine needs for residents, manufacturers, distributors, retailers, and contractors.
vi. Support stakeholder meetings.
vii. Facilitate meetings, including development of agendas, discussion facilitation, and record keeping.
viii. Review technical meeting and public hearing submissions from stakeholders to inform program design.

2. PART II. APPLICATION SUPPORT

a. ESTABLISH AN APPLICATION PROJECT MANAGEMENT PROJECT PLAN AND TIMELINE

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

b. DEVELOP PROGRAM APPLICATION MATERIALS

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

i. Review of sample application responses,
ii. Identification of needed information to draft responses,
iii. Draft of initial state narrative responses,
iv. Completion of budget templates, including forecasts of administrative, project and rebate budgets,
v. Completion of all other applicable required documents,
vi. Management of review and editing process for application responses, and
vii. Management of communications and versions of drafts between DOE and state during review and revision process.

3. PART III. STATE PROCESS SUPPORT

a. PROVIDE PROJECT MANAGEMENT AND COORDINATION

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

i. Establish a project launch and implementation timeline. Ensure project plans stay on track, schedule meetings, take and distribute notes, and follow up on action items.
ii. Support state staff in project management related activities.
iii. Track progress of milestones identified in timelines and report status to state staff.
iv. Support coordination with other program partners and funding sources.
v. Collaborate with other relevant teams and industry partners as needed.

4. PART IV. PROGRAMS IMPLEMENTATION

a. IMPLEMENT THE PROGRAMS PER THE DESIGN DESCRIBED IN NDEE'S APPLICATONS

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

i. As may be necessary or prudent, the Contractor shall enter subcontracts or partner with various entities to perform all necessary program functions in a timely and efficient manner and is responsible for appropriate oversight, as applicable. NDEE shall be consulted before subcontracts are executed that will require the use of funds from the Home Energy Rebate Programs. NDEE reserves the right to enter into related contracts or agreements with the same subcontractors for the delivery of program services and funds.
ii. The Contractor shall hold regular meetings with NDEE staff to discuss and evaluate progress on implementation of the Home Energy Rebate Programs.

iii. US DOE will release Home Energy Rebate Programs funding in tranches, with each tranche to be released upon approval of submitted documents. The Contractor shall provide NDEE with the required deliverables/documents for each tranche for submission to US DOE as outlined in the table below:

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

* Targets indicate DOE's expected performance towards expending low-income (LI) and low-income multifamily (LI MF) allocations. Applicants should strive to achieve targets.
† Minimums must be met to receive next tranche of funds.

iv. The Contractor shall provide all necessary information and documentation, in the form and manner as requested by NDEE, to support the submission of reporting and other compliance documentation to US DOE's Data and Tools requirements Guide (Exhibit D – Data and Tools Requirements Guide) associated with the Home Energy Rebate Programs early-access administrative funding (already secured by NDEE). Specific reporting requirements will be identified on the Financial Assistance Reporting Checklist (FARC) attached to the award agreements.

v. The Contractor shall conduct robust stakeholder engagement throughout the program implementation period.

vi. The Contractor shall submit a Final Technical Report to NDEE upon closing out Nebraska's Home Energy Rebate Programs summarizing the programs goals, objectives, and outcomes.

vii. The activities under Part IV will be funded through programmatic funding, including a first tranche secured upon US DOE approval of Nebraska's Applications and subsequent funding tranches upon successful submission of required documentation throughout the Home Energy Rebate Programs.

VI. SOLICITATION RESPONSE INSTRUCTIONS

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

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

A. SOLICITATION RESPONSE SUBMISSION

1. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

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

b. FINANCIAL STATEMENTS

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

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

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

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

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

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

f. BIDDER’S EMPLOYEE RELATIONS TO STATE

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

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

g. CONTRACT PERFORMANCE

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

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

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

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder should address the following:

i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Solicitation. These descriptions should include:

- **a)** The time period of the project,
- **b)** The scheduled and actual completion dates,
- **c)** The bidder's responsibilities,
- **d)** For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
- **e)** Each project description should identify whether the work was performed as the prime Vendor or as a subcontractor. If a bidder performed as the prime Vendor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

ii. Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as subcontractor projects.

iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the bidders above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

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

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

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

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

j. SUBCONTRACTORS

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

i. name, address, and telephone number of the subcontractor(s),
ii. specific tasks for each subcontractor(s),
iii. percentage of performance hours intended for each subcontract; and
iv. total percentage of subcontractor(s) performance hours.

2. TECHNICAL RESPONSE

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

a. Understanding of the project requirements,
b. Proposed development approach,
c. Technical requirements
d. Detailed project work plan; and
e. Deliverables and due dates.

CONTRACTUAL AGREEMENT FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

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

__X__ 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:	Power Delivery Services, Inc. (PDS)
ADDRESS:	10730 Pacific Street, Omaha, NE 68114
PHONE:	402-658-13776
EMAIL:	ckennedy@pdsinc.biz
BIDDER NAME & TITLE:	Courtney Kennedy, PE - President
SIGNATURE:	Courtney Kennedy
DATE:	February 27, 2025

VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)	
NAME:	Michael Herzog, PE
TITLE:	President of Engineering Analytics
PHONE:	402-670-0200
EMAIL:	mike.herzog@resilientelectricanalytics.com

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 Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	Courtney Kennedy
Bidder Address:	10730 Pacific Street, Suite 040 Omaha, NE 68114
Contact Person & Title:	Courtney Kennedy, PE – President
E-mail Address:	ckennedy@pdsinc.biz
Telephone Number (Office):	402-658-1376
Telephone Number (Cellular):	402-658-1376
Fax Number:	

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

Communication with the State Contact Information	
Bidder Name:	Michael Herzog
Bidder Address:	10730 Pacific Street, Suite 040 Omaha, NE 68114
Contact Person & Title:	Michael Herzog, PE – President of Engineering Analytics
E-mail Address:	mike.herzog@resilientelectricanalytics.com
Telephone Number (Office):	402-670-0200
Telephone Number (Cellular):	402-670-0200
Fax Number:	

PDS
Power Delivery Services, Inc.

21 JANUARY
2025

PROPOSAL

RFP# 120003 O5

State of Nebraska Purchasing Bureau

Nebraska Department of Environment and Energy

PREPARED FOR
Dianna Gilliland/Kelly Rowlands, Procurement Contract Officer(s)
as.materielpurchasing@nebraska.gov
1526 K Street, Suite 130
Lincoln, NE 68508

January 20th, 2024
Nebraska State Purchasing Bureau
Nebraska Department of Environment and Energy
Solicitation 120003 O5 – Design and Implement IRA Rebates

This is an exciting and transformative time for Nebraska. The successful pursuit of federal funding to drive economic development, reduce energy costs, and improve the quality of life for all Nebraskans represents a significant milestone for the state. Our team—comprised of deeply rooted Nebraskans—has been tracking these opportunities for more than a decade, and we are committed to ensure these funds create maximum impact for our state.

We approach this opportunity not just as professionals but as members of the Nebraska community. The individuals directly involved in this project are Nebraska-based, with decades of experience serving our local communities. Power Delivery Services, Inc. (PDS) is celebrating 30 years in the state as a supplier and service provider to electric utilities and more recently as a trusted partner for technical and strategic consulting services.

Our long-standing relationships with utilities, community organizations, and policymakers bring a network of trusted partnerships built over years—sometimes decades. Members of our team have served on boards, planning committees, and executive teams across the state, giving us an unparalleled ability to mobilize local talent and resources. These established connections allow us to convene a diverse and influential coalition of stakeholders who will play a pivotal role in guiding this initiative from the very start. This collaborative approach ensures the program is informed by local insights, addresses community needs, and maximizes its impact across the state.

We bring extensive experience and deep expertise across our respective fields, with a proven track record of managing and executing multi-million-dollar projects and portfolios. Our background in public utility work with expertise in energy analysis, stakeholder outreach and program design positions us to build a robust, achievable plan tailored to Nebraska's needs. We aim to provide transparency regarding our proposal's scope, clearly outlining our approach and anticipated next steps for a seamless and effective project rollout.

We are particularly well-suited for Part I: Program Design and Stakeholder Outreach, a focus reflected in our proposal. Our established relationships and experience in energy and demographic analysis give us the foundation to design an inclusive program that ensures accessibility and equitable distribution of benefits. We propose to manage all aspects of the project – administration, daily planning, logistics, state support, and DOE coordination – ensuring seamless execution and alignment with state goals.

Our vision for program design goes beyond incentive structures to include innovative frameworks that leverage electric utilities for application processing and support. This approach not only creates a new revenue stream for utilities but also keeps funding and jobs within Nebraska. By building local capacity, we lay the groundwork for long-term sustainability, supporting future programs like the One Red Initiative. Beyond meeting project requirements, we are committed to establishing frameworks and skillsets that will empower NDEE in managing future allocations effectively and efficiently.

Our cost proposal is focused on the foundational work of research, analysis, and design. We have included reasonable estimates for program administration costs based on available data and industry benchmarks. Once this foundational phase is completed, we will be equipped to determine firm costs for program administration or assess subsequent stages with greater precision, ensuring transparency and alignment with project objectives.

Ultimately, this is a project for Nebraskans, by Nebraskans. We are committed to supporting the state–whether as the primary contractor, a partner for Part I, or as a supporting subcontractor. We are ready to roll up our sleeves and work tirelessly to ensure this initiative delivers tangible benefits to our family, friends, neighbors, and fellow Cornhuskers.

Thank you for considering our proposal. We are excited about the opportunity to collaborate with you and are available to answer any questions or provide additional information as needed.

Cordially and sincerely,

Courtney Kennedy, PE
President, Power Delivery Services

Table of Contents

1. Solicitation

1.1. Corporate Overview

1.1.1. Bidder Identification and Information

The bidder on this project will be Power Delivery Services, Inc (PDS), which has served Nebraska for 30 years and brings strong relationships and understanding of the local energy landscape. Founded in 1995, PDS is a woman-owned business that serves the unique needs of Nebraska public power utilities and the customers they serve. PDS provides expertise in electrical systems and infrastructure, equipment selection, grant writing, and professional consulting in the energy industry.

With 30 years of experience in Nebraska, the collective PDS team understands the unique value that the public power framework provides citizens of this state, as well as the opportunities and challenges for energy initiatives given Nebraska State statutes and intentional local control.

The PDS team lives and works in Nebraska and understands the value of its relationships, from rural to urban, large to small, municipalities and public power districts, local and state government, and the citizens of this state.

1.1.2. Financial Statements

PDS is a privately held company that has been conducting business in the state of Nebraska since 1995. PDS is currently in good standing in the State of Nebraska.

Business Name	Power Delivery Services, Inc. (PDS)
PDS is an associated Trade Name, Account #	2208159943
Name Change	No name/structural changes since 1995
Business Address	10730 Pacific Street, Suite 040 Omaha, NE 68114
Business Website	www.pdsinc.biz
Entity Structure	Corporate Entity
Organization Factor	Subchapter S Corporation
Entity Start Date	January 1995
Nebraska State Secretary State Account #	1356570
SAM.gov Registration	Active
Unique Entity ID	Available upon request
CAGE/NCAGE	Available upon request
WOSB/WOB Status	Certification through WBENC currently in process
Client Base	Utilities, Rural Public Power Districts, Municipalities, Electric Co-ops, Construction Companies, Engineering Consulting Firms, Renewable Developers and Electrical Contractors across Nebraska and the Midwest
Bank Information & Reference	Bank information and reference available upon request. Withheld due to confidentiality.

Core Services

Over its 30 years of operation, PDS has curated products and services that meet the needs of utilities in Nebraska and the Midwest.

As a manufacturer representative, PDS's role is to bridge the gap between global equipment manufacturers, utilities, and companies that use high-voltage electrical equipment found in substations or on transmission and distribution grids. This role requires deep technical knowledge of electrical systems, industry standards, state and utility procurement requirements, emerging technologies, and most importantly is trust with customers. Also, PDS provides diverse services to utilities through its professional network of partners, including engineering support, grant writing, business analysis, and professional consulting.

Industry Experience

PDS is experienced and capable of complex procurement processes, oversight of large contracts, and handling both high dollar and a large volume of sales transactions. PDS has averaged tens of millions of dollars in annual sales. Due to the public nature of this bid, additional details on financial capability can be provided upon request.

PDS has no judgments, pending or expected litigation, or other real or potential financial reversals to disclose as part of this bid submittal.

1.1.3. Change of Ownership

There is no change of ownership anticipated during the next twelve (12) months.

1.1.4. Office Location

Work will be performed out of the primary office location:

10730 Pacific Street, Suite 040
Omaha, NE 68114

1.1.5. Relationship with the State

PDS has not had any dealings with the State in the previous five (5) years.

1.1.6. Bidder's Employee Relations to State

No PDS employees, subcontractors, or any other individual associated with this project proposal have been an employee of the State within the past five (5) months. No persons employed by an agency of Nebraska are included in this proposal or are expected to have any contracted role during project development and execution.

1.1.7. Contract Performance

PDS has not had contracts terminated by default, poor performance, non-performance, convenience, or non-allocation of funds within the past five (5) years. There are no incidents of actual or pending litigation to disclose as part of this bid submittal.

1.1.8. Summary of Bidder's Corporate Experience

The foundation of this submittal is the collective strength and experience of all team members that will be participating in the development and execution. We have identified projects that represent the breadth of skillsets necessary to make the overall project a success and have them summarized in matrix form.

Project:	City of Lincoln, Nebraska | Heat Pump Rebate Program Design		
Time Period:	April – October 2023 Project was delivered on time and within budget	Project Size:	City allocated funds for the project totaled $500,000
Project Team Members:	Courtney Kennedy, Michael Herzog	Reference Information:	Kim Morrow, Chief Sustainability Officer, City of Lincoln, Nebraska KCMorrow@lincoln.ne.gov
Project Responsibilities and Details:	• Developed a program to disperse City funds to increase heat pump adoption • Performed demographic and City-wide energy usage studies • Stakeholder outreach and analysis to align program goals • Calculated carbon emission reductions from program outcomes • Coordination of existing funding and rebates		

Project:	Electric Vehicle Strategy & Program Rollout		
Time Period:	2017 – 2023 Project was delivered on time and within budget	Project Size:	Utility allocated rebates in excess of $2.5M EV strategy
Project Team Members:	Courtney Kennedy, Michael Herzog, Heather Siebken	Reference Information:	Tim Burke, Former CEO of OPPD Burke.Tim@Outlook.com
Project Responsibilities and Details:	• Conducted market research and outreach to promote early adoption of the EV market in Nebraska • Identified adoption barriers and aligned targeted strategies to address them • Collaborated with Nebraska Community Energy Alliance and NDEE to secure grant funding and offer customer rebates • Served as a critical member of a cross-state stakeholder team to deploy EV charging infrastructure across Nebraska through the VW environmental mitigation trust, ensuring optimal usage, deployment efficiency, and adoption • Designed rebate programs supporting customer-owned EV charging infrastructure, enabling utility access to charging data to analyze system impacts • Studied electrical system impacts as EV adoption grew to influence future grid planning activities and investments		

Project:	Strategic Sourcing for Large Utility		
Time Period:	2023 – Ongoing	Project Size:	Project value in excess of $7.5M
Project Team Members:	Courtney Kennedy, Deanna Polk, Tico Grady	Reference Information:	Withheld due to customer confidentiality, Will provide details in non-public facing documents
Project Responsibilities and Details:	• PDS has worked with a utility to support a transformer rewinding strategy to mitigate long lead times due to supply chain challenges following COVID-19 pandemic • Two (2) contracts have been executed to date with ~$5M and ~$3M values		

City of Lincoln, NE Heat Pump Program Design

In support of the City of Lincoln's Climate Action Plan, the PDS team worked as a business partner and subcontractor to Resilient Electric Analytics to build a strategy, conducted stakeholder outreach, built educational materials, and designed the heat pump rebate program that was launched in early 2024. This effort involved extensive market research, including sizing the impact for the City of Lincoln based on aggregate data specific to the City and the electric and gas utilities serving it, Black Hills Energy and Lincoln Electric System (LES). Additional data used to support the project included federally required submittals, US Census data, and the United States Energy Information Administration (EIA). Additional research included building out "peer programs" to benchmark across the country. The project entailed stakeholder outreach across climate advocates, the Mayor's Resilient Task Force, municipal and government offices (e.g. City, State of Nebraska, NDEE), funding agencies, local HVAC professionals known as "Trade Allies", and customers. This feedback directly impacted the project outcomes and program design. Ultimately, the project designed a program strategy that the City of Lincoln was enable to roll out in early 2024.

In addition to supporting the Chief Sustainability Officer for the City, the project team worked closely with staff at LES to ensure alignment and synergies between the City's heat pump rebates and the utility's rebate program.

The project began in April 2023 and concluded in late 2023, in alignment with project schedule and adjustments to support outreach and community education. After a successful launch in early 2024, a second round of the program was launched in October 2024.

Supporting Links:

- https://www.lincoln.ne.gov/News/2024/1/4
- Page 65 of the Nebraska Priority Climate Action Plan authored by NDEE calls out this study as a reference for air source heat pumps: https://dee.nebraska.gov/sites/default/files/publications/Nebraska%20Priority%20Climate%20Action%20Plan.pdf

Product Development

Our project experience includes successfully leading the creation and implementation of numerous customer incentive and rebate programs, launching impactful initiatives for residential and business customers alike during our tenure at Omaha Public Power District.

Innovative solutions included rebates, incentives, credits, rates, and other offerings to support:

- New home appliances through both application-based and point-of-sale programs
- Energy efficiency improvements, such as insulation, heating/cooling equipment, and lighting for businesses, single-family, and multi-family homes
- Energy assessments and direct installation of energy-saving equipment
- Weatherization and energy assistance programs for low-income residents
- Energy savings loans
- Customer-owned generation projects

These efforts achieved measurable results, including reduced greenhouse gas emissions, improved indoor and outdoor air quality, and lowered energy costs for customers.

Project leadership spanned a wide array of responsibilities, such as stakeholder outreach, program design, carbon emission and energy reduction analysis, regulatory research, and administrative support design. Additionally, played a pivotal role in delivering training, creating product advertising, and managing both internal and external communications to ensure program success and widespread engagement.

Of note is the team's full involvement in the development of strategy, market research, outreach, product development, collaboration across Nebraska, and rebate program for electric vehicles, beginning in 2017.

Supply Chain Strategy

PDS supported a utility customer to develop a strategic approach for incorporating transformer rewinds into their asset management portfolio. Recognizing the growing challenges in transformer procurement and extended lead times due to global supply chain disruptions, the company analyzed the client's infrastructure and identified opportunities to extend the lifecycle of existing transformers through rewinding. This solution offered an alternative to new equipment lead times and provided a cost-effective and sustainable alternative for the equipment needed to maintain grid reliability. By integrating transformer rewinds into the client's long-term planning, the company helped mitigate supply chain risks while ensuring operational continuity and resilience in the face of industry uncertainties. These contracts are several million dollars and involve logistics planning for transportation from the power plant to the factory, across the US and through customs. These projects began in 2023 and are ongoing.

Utility Services & Professional Consulting

In addition to the specific projects identified, we have also highlighted project work and experience by individual team members in the personnel matrix in the next submittal section. The experience of the collective team provides us with the wide ranging and robust skillsets necessary to complete all of the technical requirements outlined in this proposal.

Much of the individual experience from the project team has been gained while employed for Nebraska utilities and smaller individual consulting roles. Skillsets and experience from the collective team span relevant project work:

- Grant writing for battery storage, solar on landfill, resiliency, and DOE grants in partnership with NREL, etc.
- Evaluated utility-scale and distributed, customer-owned generation options for inputs in the Pathways to Decarbonization study for OPPD's goal to achieve net zero carbon by 2050
- Led grant writing team for a successful award for Nebraska's first standalone, utility-scale battery
- Evaluation and integration of grid scale battery energy storage, including stakeholder engagement

- Consultant role on developing and updating regulations for renewable energy facilities with local city and county jurisdictions in alignment with future land use requirements
- Extensive career history in system planning and operations, public outreach, project development, and organizational analysis
- Full evaluation of operational and financial benefits and challenges of proactive conversion of overhead facilities to underground
- Designed strategy, contract negotiations, and community engagement for the 81-MW Platteview Solar, the first utility-scale solar project in Nebraska
- Technical support for evaluation of alternative energy options for a utility's 2021 Integrated Resource Plan

As part of this RFP, we have identified additional references in Nebraska that can attest to the team's ability to work collectively to complete the requirements of this project and execute a rollout that will benefit the State of Nebraska. The team is happy to provide these references upon request.

Industry Expertise: Education & Outreach

The project team presented to you is engaged and involved throughout the energy industry as course instructors, podcast hosts, boards and planning committees, and speaking at national conferences.

Multiple team members are on contract with EUCI as course instructors for:

- Designing a Pilot Program for Utilities
- Heat Pumps & Electrification 101
- EV Charging Patterns & Utility Demand Curves

Additionally, team members are engaged throughout the industry in areas such as:

- Nebraska Wind & Solar Conference Planning Committee
- Weekly Podcast: *EV World News*
- Nebraska Wind & Solar Conference Panelist
- CHARGE North American Conference Speaker
- 2023 RE+ Conference Speaker – Las Vegas, NV
- 2023 SEPA Utility Conference Panelist – Portland, OR

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

Executing this project will be multifaceted and complex, requiring seamless coordination of concurrent work streams and strict adherence to deadlines. After carefully reading the RFP and requirements, we want to be clear that there are elements of this project that are difficult to define and pin down without having a baseline assessment performed, program designs outlaid, and stakeholders consulted. Sizing the opportunities across the state will set an expectation on the number and nature of applications that will need to be processed, energy audits that will be performed, and which communities across the state will need supplemental support.

Our structure is highly functional, yet we approach every project with the flexibility to adapt and pivot as new opportunities and insights emerge. Our primary goal is to execute this work for NDEE while developing a robust framework that ensures sustained value for future NDEE initiatives and support offerings.

Project Management Philosophy

PDS follows project management practices and guidelines in accordance with the Project Management Institute (PMI). Following these guidelines, we are prepared to define stakeholders, identify risks, and set expectations as the project kicks off. As we work and develop our baseline, we will take the input of our stakeholders to develop a fully chartered project plan.

In addition to the project management controls that will be put into place, PDS follows the Google Data Analytics Framework: Ask, Prepare, Process, Analyze, Share, Act. This mindset and structure are critical for a project that will rely on data to make decisions on program design. Merging the analytical structure and mindset with traditional engineering project management practices is a unique strength of PDS that we will bring to this project.

Engagement with NDEE

PDS will communicate on the project through a combination of in-person and virtual meetings. We are in Nebraska and prepared to meet in-person across the state to ensure that all communities are able to benefit from these programs. PDS will establish weekly or bi-weekly virtual check in meetings to review progress, ask questions, and ensure we are meeting NDEE's expectations. PDS hosted meetings utilizes Microsoft Teams, but we are able work with Zoom, WebEx, or another virtual environment as needed. PDS provides a dedicated Microsoft SharePoint site for secure document collaboration and data sharing with NDEE on project planning and management-related items.

Requirements from NDEE

PDS will not require any facilities, technology, or dedicated personnel support from NDEE during the initial phases of this project. We will ask for collaborative support in determining our full stakeholder register, identifying data sources, establishing technical requirements, and in formal communications to external audiences but our approach is to remove the day-to-day workload completely off NDEE.

Stakeholder Engagement

One of the first tasks PDS will engage in is establishing a stakeholder register. We are prepared to heavily involve external stakeholders, such as developers and local industry, that will need to be consulted on project work and Market Transformation. Utilities and environmentally focused citizen groups will be other major targets. Work will be conducted through a combination of in-person, virtual, and phone interviews. We have found that phone interviews are very effective and easy to organize, especially with those in the trades. We are prepared to host meetings, listening sessions, training, and collaborative discussions across all communities in the state.

We are comfortable engaging with stakeholders in conjunction with NDEE staff or representing the state to third parties. Team members have direct experience in leading workshops and focus groups with project stakeholders and community members so that their perspectives are incorporated into our final recommendations. We can adjust our messaging based on the audience we are communicating with. We can specifically engage with the trades, technical support, executive leadership, elected officials, and the public in general.

Socialization of Findings

This portion of the project involves working with smaller groups of internal and external stakeholders to review the totality of project work and modernization recommendations to ensure that it aligns with strategy, constraints, and the ability to execute the work.

PDS will produce report materials in flip book style format, with all data and analysis included as appendices. Our experience has been that traditional reports are not as accessible to people not intimately familiar with the work that went into their development. Our aim is to make the findings compelling, appealing, actionable, and understandable to a wide variety of audiences.

All data analysis, workbooks, and other documents prepared during project work will be provided to NDEE. We do not anticipate the use of any proprietary datasets or processes, so we are comfortable being fully transparent with our work and sharing it.

DOE Submittals

A critical element of project work will be formal submittals of project plans and technical correspondence to the DOE. We will approach each of the required submittals with a very formal collaborative process to ensure that what we are submitting has the best opportunity for quick approval and no re-work. PDS will prepare drafts of required submittals with enough lead time to give NDEE staff an opportunity to perform technical review. We anticipate several rounds of collaborative peer checking and message alignment before any documents are formally submitted.

Project Team

Courtney Kennedy, PE, will be the Principal Consultant for the project. Her role is to lead planning and strategy, ensuring the project aligns with client goals and delivers the desired outcomes. She will provide expert guidance, oversee key activities, and manage client relationships throughout the project.

Courtney moved into private business after more than a decade at an electric utility in Nebraska, with specific work experience in internal consulting, operational efficiency, and process improvement. She has a background in industrial and systems engineering and is widely recognized and respected in the renewable energy space after championing and guiding multiple projects through complex regulatory frameworks. In addition to her technical ability, her strength is in connecting with diverse audiences to build trust when delivering results. She has worked directly with clients to understand their needs to right fit solutions.

Courtney is active on the Nebraska Wind & Solar Planning Committee, having served since 2018. Additionally, she partners with the organization, EUCI, to deliver training courses for "Pilot Programs for Utilities" and "Heat Pumps 101".

Education and Certifications:

- BS of Mechanical Engineering and Spanish from Iowa State University
- MBA from Creighton University
- Professionally Licensed Industrial and Systems Engineer in Nebraska
- Lean process improvement facilitator, leading many Kaizen events during her career

Michael Herzog, PE, will be the Project Lead and Technical Consultant. In these roles, he is responsible for managing the execution of the project, coordinating tasks, timelines, and team members to ensure successful delivery. He will be the primary point of contact for clients and oversee progress to align with project goals and objectives. Additionally, Michael will provide specialized technical expertise to ensure the project aligns with DOE requirements and industry standards for a successful project.

Michael has worked in the electric utility industry for 20 years, mostly in grid planning and modernization. The majority of qualified work experience was performed at a public electric utility, including extensive grid resiliency and capacity planning analysis. Other work has focused on renewable generation interconnection, energy use analysis, electric vehicle planning, project management, regulatory compliance, and customer engagement.

Education and Certifications:

- BSEE from the University of Nebraska at Lincoln
- MBA from Creighton University
- Professionally licensed Electrical Engineer in Nebraska
- Specialization in Engineering Project Management from Rice University

Heather Siebken, CPM, will be the Marketing & Program Strategist for the project. She will oversee marketing efforts, stakeholder outreach, and ensure that program development is aligned with requirements set by DOE.

She brings experience in product development, stakeholder outreach, and marketing. Her career spans both public utilities and private financial services, demonstrating her ability to navigate and excel in highly regulated, customer-focused industries.

During her tenure with a public utility, Heather led the development and management of numerous innovative customer programs, encompassing energy efficiency, demand response, low-income initiatives, solar energy, and electric vehicles. Her work emphasized creating solutions that balanced organizational goals with customer needs, ensuring broad adoption and satisfaction.

Heather was honored as the local American Marketing Association's 2024 *Marketer of the Year* for her award-winning submission, "A Trailblazing Journey: Redefining Marketing Standards in the Energy Industry." This recognition highlights her innovative approach and transformative contributions to marketing within the energy sector.

Heather continues to drive innovation and customer engagement in the energy sector through her diverse consulting and entrepreneurial efforts. She serves as a consultant for Chatwell Inc., a leading customer experience consulting firm supporting utilities across the United States, Canada and the Caribbean. Additionally, she works with CHARGE North America, strengthening relationships with energy companies to enhance branding, customer engagement, environmental results, and innovative solutions. Heather is also the founder of Park & Noles, a contract marketing group dedicated to supporting local non-profits and small businesses by addressing their marketing needs, including voice-of-the-customer initiatives.

Heather's expertise lies in her ability to develop programs and strategies that align with organizational objectives while delivering measurable value to customers. Her aptitude for clear communication and her focus on innovation have consistently yielded impactful results in the energy sector.

Education and Certifications:

- Bachelor of Science in Business Administration, University of Nebraska–Lincoln
- Master's Certificate in Utility Management, Willamette University
- Certified Product Manager, Association of International Product Marketing and Management (AIPMM)
- Marketing Certifications, American Marketing Association and HubSpot

Deanna Polk will serve as the Project Budget Controller. Her role is to manage and monitor the project finances to ensure budgets are adhered to and resources are used efficiently. This is critical to maintaining financial accountability throughout the project.

Co-founder of PDS, Deanna has provided strategic leadership, oversight of operations, and supported a variety of roles since its formation in 1995. Additionally, Deanna leads the financial operations and activities of PDS. Prior to launching PDS, Deanna spent 17 years with AAA Nebraska, where she drove membership growth strategy, finance, and corporate marketing initiatives. Deanna attended the University of Nebraska Omaha.

Tico Grady will be the Project Administration Specialist. Her role provides essential administrative support by managing documentation, meeting scheduling, and communication, among other responsibilities, to ensure all project activities are organized and aligned with timelines and objectives.

Tico has been a PDS employee since 2004 and plays a vital role in supporting the needs of PDS customers. She provides administrative support to ensure smooth operations. Additionally, Tico provides inside sales support by coordinating timely delivery and assisting with customer order inquiries. Tico's experiences prior to PDS include human resources and executive administration.

1.1.10. Subcontractors

The primary project team expects the use and procurement of subcontractors to execute this project's scope. The breadth of research and execution elements will be enhanced by leveraging highly skilled subcontractors who specialize in specific areas and have direct experience in Nebraska. PDS has identified a network of potential support professionals who were consulted during the development of preliminary cost and timing estimates for the work plan.

Specific subcontractors are not named in this bid submission to maintain flexibility and ensure alignment with the state and DOE on final project outcomes and execution strategies. While we have confidence in our partners, this approach allows us to identify and engage subcontractors who are the best fit for the project's specific needs. Additionally, it provides an opportunity to evaluate multiple potential partners, fostering competitive pricing and ensuring the most cost-effective solutions for the state.

The project team has identified the need for four (4) subcontracting areas. These are work streams where the project team has experience and understanding, but the volume of tasks and specific requirements will most effectively be delivered by a third party. The estimated cost, onboarding, and project roles are defined in Section 2.4 of this response.

- Market Research: The primary function will be conducting primary research activities, such as surveying, focus groups, and workshops. The subcontractor will be responsible for organizing events, conducting discussions, collating and analyzing data, and delivering specific insights for the broader team to incorporate into product development. Feedback collection and analysis is expected to be an ongoing requirement throughout the project. This budget includes a specific line item for paid surveys and focus group activities. This will be required to ensure that engagement and feedback is from a diverse group.

- Marketing and Advertising: The primary function will be developing program branding, identifying partnerships, developing physical and electronic material, developing program websites that incorporate the DOE API, developing a multi-media marketing campaign, and providing brand management. This budget also includes the anticipated media ad buy during the life of the project. This is a critical budget item to reach diverse audiences.

- Energy Usage Research: This area's main function is to provide technical expertise when developing modeling, potential program savings, implementation strategies, timing expectations, energy reduction expectations, home inspection overviews, and technical topics. It is expected that this subcontractor will also act as a conduit to trade organizations and provide marketing insights and potential challenges during implementation.

- Application Administrators: The project team expects this role to be filled by utilities in the state. This project will create a constructive interaction and introduce a new sustainable revenue stream for utilities. This is work that the largest utilities already engage in, so their experience and personnel will be valuable to project development. The project team has personal and professional connections to the largest utilities, and PDS' sustained relationship with smaller utilities across the state makes this a strong match.

2. Technical Response

2.1. Understanding of the Project Requirements

Please reference the completed Attachment A – Technical Requirements for a detailed response.

2.2. Proposed Development Approach

Please reference the completed Attachment A – Technical Requirements for a detailed response.

2.3. Technical Requirements

Please reference the completed Attachment A – Technical Requirements for a detailed response.

2.4. Detailed Project Work Plan, Deliverables, and Due Dates

The project team has established a work plan that provides tasks, dates, milestones, and estimated costs associated with the requirements from the state. 2025 and 2026 will be used to perform background research, engage stakeholders, define requirements, and submit the DOE application. The goal of this work is to prepare for Part II, beginning in 2026.

The total cost is $14.05M. The costs are broken out in two sections. Part I is well-defined, and the project team is prepared to execute from initiation with a total of $1.75M. Part II is an estimate based on unknowns at the early stages of this project with a potential total of up to $10.3M. Additionally, a contingency of $2M has been added. It is inclusive of all project team fees, subcontractor fees, overheads, travel, incidentals, technology, physical and electronic interfaces, and the ongoing management and maintenance to allocate all funding to Nebraskans within the identified timeline.

Project Management and Governance Framework

The first identified project requirement is establishing project management protocols and norms. This will involve a formal kickoff with the state to set expectations, refine timelines, settle on a meeting cadence, and ensure that the project scope is collectively agreed on. Important outcomes of this early project planning are the development of a Stakeholder Register and detailed Work Breakdown Structure. Project management support is expected for the duration of the contract, but early steps will be completed during the first month of work.

Date Range: March 11th, 2025 – End of Contract
Responsibilities: Primary Project Team
Total Estimated Price: $150,000

Task	Time Frame	Responsibility
Project Kickoff	Q1 2025	Primary Project Team
Establish Project Norms and confirm outcomes	Q1 - Q2 2025	Primary Project Team

Collaborate on Project Charter	Q1 - Q2 2025	Primary Project Team
Develop Stakeholder Register	Q2 - Q3 2025	Primary Project Team
Develop Work Breakdown Structure (WBS)	Q2 - Q3 2025	Primary Project Team
Set Weekly Project Check-In Schedule	Q2 - Q3 2025	Primary Project Team
Set Project Milestone dates and report out meetings	Q2 - Q3 2025	Primary Project Team
Attend DOE sponsored events, industry partner workshops, and other educational sessions in conjunction with or on behalf of NDEE	Q2 2025 - Project End	Primary Project Team
Periodic reporting and meeting with NDEE, other state agencies, and other interested parties	Q2 2025 - Project End	Primary Project Team
Final Detailed and Technical Report on Program Outcomes	Q2 - Q3 2026	Primary Project Team

Stakeholder Strategy and Outreach

The second major work stream identified by the project team is incorporating subcontractors with professional experience conducting marketing studies in the state. We will not start on this task until there is a well-defined Stakeholder Register. Work will involve solicitation for information and proposals from qualified firms so the program can receive high value at the lowest possible cost. The project team anticipates engagement will be in-person sessions, surveying, phone calls, virtual meetings, and workshops. The largest individual cost item is for paid surveying and focus group participation, which will be required. The end outcome of this stream is a researched understanding of the market, informed by firsthand stakeholder feedback.

Date Range: Q2 2025 – Q1 2026
Responsibilities: Primary Project Team, Market Research Subcontractor, Marketing and Advertising Subcontractor
Total Estimated Cost: $500,000

Task	Time Frame	Responsibility
Publish RFI on market research, stakeholder engagement, focus groups, surveying, and other primary data gathering abilities that exist in the state	Q2 - Q3 2025	Primary Project Team
Publish RFI on marketing campaigns, branding, advertising tools, promotional material development, website creation and management, and market development in the state	Q2 - Q3 2025	Primary Project Team
Onboard Market Research Subcontractor	Q2 - Q3 2025	Primary Project Team, Market Research Subcontractor
Onboard Marketing and Advertising Subcontractor	Q2 - Q3 2025	Primary Project Team, Marketing and Advertising Subcontractor
Complete and socialize Project Stakeholder Register with input from Market Research and Marketing and Advertising Subcontractors	Q2 - Q3 2025	Primary Project Team, Subcontracted Market Research Specialist

Establish cadence and timeline for scheduling, hosting, and convening stakeholder meetings. Establish locations across the state.	Q2 - Q3 2025	Primary Project Team, Subcontracted Market Research Specialist
Host and run stakeholder meetings, including the development of agendas, materials, and minutes. Follow up on action items.	Q3 - Q4 2025	Primary Project Team, Subcontracted Market Research Specialist, Subcontracted Marketing and Advertising Firm
Conduct community and market research to support stakeholder engagement, identify existing program staff, supply chain contacts, and tradespeople that should be engaged or informed as programs proceed.	Q3 - Q4 2025	Primary Project Team, Subcontracted Market Research Specialist, Subcontracted Marketing and Advertising Firm
Paid primary market research activities, such as focus groups and surveys	Q3 - Q4 2025	Subcontracted Market Research Specialist
Engage with external stakeholders and agencies to determine needs for residents, manufacturers, distributors, retailers, and contractors.	Q3 - Q4 2025	Primary Project Team, Subcontracted Market Research Specialist, Subcontracted Marketing and Advertising Firm
Coordination and engagement with Community stakeholder organizations	Q3 - Q4 2025	Primary Project Team, Subcontracted Market Research Specialist
Market analysis, including hard to reach areas and existing contractor landscape	Q3 - Q4 2025	Primary Project Team, Subcontracted Market Research Specialist
Facilitate meetings, including development of agendas, discussion facilitation, and record keeping. Review technical meeting and public hearing submissions from stakeholders to inform program design.	Q3 - Q4 2025	Primary Project Team, Subcontracted Market Research Specialist, Subcontracted Marketing and Advertising Firm
Milestone Formal document on stakeholder engagement findings and outcomes, report out meeting with NDEE to discuss and form next steps	Q1 2026	Primary Project Team, Subcontracted Market Research Specialist, Subcontracted Marketing and Advertising Firm

Program Strategy and Design

The next work stream is the formal development of program measures, identification of products to include, rebate levels, implementation design, verification strategies, and process development. This work will begin after the Work Breakdown Structure has been established and will be done in parallel with stakeholder engagement. A major step is to bring on a firm that specializes in energy measurement and mitigation effectiveness. These professionals will lead research on energy outcomes. However, preliminary research in these areas will begin when the project kicks off. Included in this process is a formal report of findings. At this stage of project work, the team will fully engage Utility Partners to assess their ability to take on administrative duties and solicit their inputs on lessons learned and best practices for this type of work.

Date Range: Q3 2025 – Q2 2026
Responsibilities: Primary Project Team, Energy Research Subcontractor, Utility Partners
Total Estimated Cost: $500,000

Task	Time Frame	Responsibility
Publish RFI on premise energy usage, reduction strategies, GHG emission reduction, outcome modeling, and construction logistics	Q3 - Q4 2025	Primary Project Team
Onboard Energy Research Subcontractor	Q3 - Q4 2025	Primary Project Team, Energy Research subcontractor
Review and summarize federal program requirements, including deliverable report summary to NDEE	Q3 - Q4 2025	Primary Project Team
Background research to document best practices, literature review, contact other states who have implemented or are in the process of implementing a program, contact with NDEE	Q3 - Q4 2025	Primary Project Team
Research and document funding opportunities available to households in the state, including existing rebates, federal programs, state programs, local programs, and utility programs	Q3 - Q4 2025	Primary Project Team
Identify legal, policy, or political challenges and opportunities related to program implementation.	Q3 - Q4 2025	Primary Project Team
Conduct secondary research to inform market assessment on Qualified Workforce	Q3 - Q4 2025	Primary Project Team
Contact and begin discussions with statewide utilities on their ability to support and administer program applications	Q4 2025 - Q1 2026	Primary Project Team, Utility Partners
Milestone Report out of preliminary research findings, market analysis, and existing programs	Q1 - Q2 2026	Primary Project Team
Research and define high level program plan around specific paths, demographics, target markets, and implementation strategies	Q4 2025 - Q2 2026	Primary Project Team, Energy Research subcontractor
Analysis and mapping of populations that meet the goals of the Justice40 initiative.	Q4 2025 - Q2 2026	Primary Project Team, Energy Research subcontractor
Establish rebate amounts in alignment with DOE limits	Q4 2025 - Q2 2026	Primary Project Team, Energy Research subcontractor
Research and develop income verification strategy and execution logistics	Q4 2025 - Q2 2026	Primary Project Team, Utility Partners, Energy Research subcontractor

Application Submittal

This is a major milestone and deliverable for the overall project. Its outcome is the formal documentation of the executable steps and parameters that the state will enact. It includes any formal submittals to the DOE and continued stakeholder feedback and engagement.

Date Range: Q3 – Q4 2026
Responsibilities: Primary Project Team, Marketing Research Subcontractor, Marketing and Advertising Firm Subcontractor, Energy Research Subcontractor
Total Estimated Cost: $150,000

Task	Start Date	Responsibility
Report summarizing project plan parameters that is influenced by stakeholder engagement, market research, program research, DOE criteria, and state priorities	Q3 - Q4 2026	Primary Project Team, Subcontracted Market Research Specialist, Subcontracted Marketing and Advertising Firm, Utility Partners
Submit any DOE required documentation or formal reporting	Q3 - Q4 2026	Primary Project Team

Program Logistics and Execution

After the program plan outline is established, the next steps will be to work with all stakeholders and partners to develop detailed plans on how the program will function. This will include the development of materials, interfaces, protocols, and all other measures. The largest single line cost item is funding for the Marketing and Advertising partner to develop promotions, advertising, branding, and a website to support this work.

Date Range: Q3 2026 – Q2 2027
Responsibilities: Primary Project Team, Marketing Research Subcontractor, Marketing and Advertising Firm Subcontractor, Energy Research Subcontractor, Utility Partners
Total Estimated Cost: $1,500,000 (to be further refined at later stages of the project based on additional details and potential RFIs)

State Documentation and Submittals

This is a dedicated workstream for the primary project team to ensure that all required coordination and formal documentation is provided to the DOE.

Date Range: Ongoing through the end of the project
Responsibilities: Primary Project Team
Total Estimated Cost: $150,000 (to be further refined at later stages of the project based on additional details and potential RFIs)

Customer Application Development

At this stage of the project, we will be working directly with the identified utility administrators to develop applications and supporting tools to enact the program. There will be several tranches of work that will involve research, compliance, interfaces, checks and balances, audit considerations, and many others. This step will be very involved, and the project's success will depend on how the application process is set up. This will also cover the formal education and training of the state workforce that will be involved. Included in the timeline is an opportunity to beta test products before a more widespread launch.

Date Range: Q2 2027 – Ongoing throughout the end of the project
Responsibilities: Primary Project Team, Marketing and Advertising Subcontractor, Marketing Research Subcontractor, Energy Research Subcontractor, Utility Partners
Total Estimated Cost: $1,000,000 (to be further refined at later stages of the project based on additional details and potential RFIs)

Program Launch

This is a major milestone, as the program will accept and process the first rebate applications. Our intent is that we will have a select group of contractors who are the most comfortable with the process test out the application process for a full month. The program will be officially returning value to residents at this point, but marketing and other activities that will increase its use will be limited. The project team and subcontractors will use this as a final opportunity to identify issues and make corrections before the widespread rollout.

Date Range: Q4 2027 – Q1 2028
Responsibilities: Primary Project Team, Marketing and Advertising Subcontractor, Utility Partners
Total Estimated Cost: $150,000 (to be further refined at later stages of the project based on additional details and potential RFIs)

Program Management and Execution

This stage of project work is active management of the program, processing of applications, monitoring, adjusting, and ensuring compliance with all DOE requirements. The day-to-day management of rebate applications will be the responsibility of utility partners. There will also be ongoing advertising and media spending to promote the products and programs. This includes periodic meetings, program calibration, and other tasks to ensure that the program continues to run smoothly.

PLEASE NOTE: These costs are spread out over multiple years and represent the totals to allocate the entirety of the available funds. These are not single year costs that will be repeated.

Date Range: Q4 2027 – All program funds are exhausted

Responsibilities: Primary Project Team, Marketing and Advertising Subcontractor, Utility Partners, Subcontracted Market Researcher, Subcontracted Energy Researcher, State or contracted Legal Support
Total Estimated Cost: Up to $7,500,000 (to be further refined at later stages of the project based on additional details and potential RFIs)

Ongoing State Support

This section of support work represents the primary project team's ongoing responsibility to ensure that the program is being reported accurately and in alignment with DOE requirements. Also included is supporting the state in promoting the success of the program and establishing documented lessons learned and best practices so they can be incorporated into future efforts by the state.

PLEASE NOTE: These costs will spread out over multiple years and represent the totals to allocate the entirety of the available funds. These are not single year costs that will be repeated.

Date Range: Q1 2025 – All program funds are exhausted
Responsibilities: Primary Project Team
Total Estimated Cost: $450,000 (to be further refined at later stages of the project based on additional details and potential RFIs)

Contingency Funding

The project team has done their best to cover all project requirements and their associated costs. However, with a project this large and contingent on federal funds, operating conditions will change, inflation will increase, and additional requirements will become apparent as the work progresses. As such, the project team includes a contingency reserve as part of the bid.

PLEASE NOTE: These funds will be spread out during the project and available to all workstreams. The use of these funds is not guaranteed and will be applied as needed.

Total Estimated Cost: Up to $2,000,000 (to be further refined at later stages of the project based on additional details and potential RFIs)

THANK YOU FOR YOUR CONSIDERATION

PDS
Power Delivery Services, Inc.

ADDRESS

10730 Pacific Street
Suite 040
Omaha, NE 68114

PHONE & WEBSITE

Phone: 402-391-8062
URL: www.pdsinc.biz

MAIN CONTACT

Courtney Kennedy
Phone: 402-658-1376
E-mail: ckennedy@pdsinc.biz

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

Bidder Name: **Power Delivery Services, Inc (PDS)**

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.

<table>
<tr><th colspan="2">TECHNICAL REQUIREMENTS</th></tr>
<tr><td colspan="2">PART I. PROGRAM DESIGN –

a. PROGRAM DESIGN AND STAKEHOLDERS</td></tr>
<tr><td rowspan="2">1</td><td>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.</td></tr>
<tr><td>Response:
The project team will execute work in a multi-step methodology: review program requirements, perform market research of existing state programs, and other similar, (non-IRA) programs. This will specifically include outreach to professional contacts to determine best practices and incorporate any lessons learned from their experience.

Our approach includes reviewing qualitative and quantitative data already available in a systemic approach:
Define research objectives
Search, screen, and select sources
Pull data and perform quality assessments
Interpret and discuss findings
Draw conclusions
We will begin by conducting an extensive review to gather insights from academic publications, government reports, and best practices from successful programs in similar regions. This will inform our understanding of proven methodologies for energy efficiency, program design, and effective stakeholder engagement. The review will focus on identifying barriers and opportunities in program implementation, particularly</td></tr>
</table>

	in underserved or rural areas, and help guide the equitable distribution of benefits across diverse populations. Additionally, we will perform policy analysis to understand the regulatory landscape. This will include a review of federal program requirements, energy efficiency policies, and incentive structures. We will identify how these policies can be leveraged to ensure compliance and enhance the program's impact. In addition, we will conduct comparative research by reviewing similar programs across the nation to assess their design, successes, challenges, and scalability, particularly in areas such as income verification, rebate structures, and evaluation methods. Our team has significant experience working with both state and federal program data requirements. In previous projects, we have managed programs that required adherence to complex data reporting standards, including reporting and tracking energy savings and ensuring accuracy in rebate processing. We are well-versed in ensuring that all data collected is in line with regulatory guidelines, including proper documentation of energy savings, eligibility verification, and rebate disbursements.
2	Bidders should describe their proposed approach to: Developing a high-level program design strategy, including the subtasks noted in Part I #2 of Requested Tasks. The bidder should identify key issues they expect the state will need to consider when developing its program design and how those issues will be addressed through the bidder's support of the program design.
	Response: Like our research methodology, the design strategy follows a structured approach: • Discovery: Research and stakeholder engagement • Concept: idea generation, screening, and vendor information • Analysis: cost/benefit analysis and forecasting modeling • Design: developing specs and prototyping • Qualify: market testing and product refinement • Production: build, UAT, vendor contracts, training, marcomm strategy, tech integrations • Launch: limited release, measure effectiveness, scale product, marcomm execution During our research and plan develop we've identified diverse challenges as jey issues: equitable distribution, contractor availability for installation and audits, point of sale agreements, administrative burdens of customer, contractor, administration A cornerstone of our approach will be stakeholder outreach to ensure that the program meets the needs of diverse communities across the state. This will involve engaging utilities, community organizations, local governments, residents, and businesses early in the process to understand their needs and challenges. Ensuring that all equity considerations are addressed by providing equal opportunities for participation, especially for low-income, rural, and underserved communities. We will organize targeted stakeholder meetings and working groups to continuously engage key players throughout the design process, ensuring that the program benefits from broad input and local knowledge. Additionally, we will leverage our extensive network of existing relationships with local community groups and utilities to build an inclusive coalition that will guide the program's evolution.

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: One of the tasks identified early on in project development is the development of a Stakeholder Register that will be used throughout the entirety of the project. A general outline of this process is mapping stakeholders to an identification matrix, developing an engagement strategy, conducting outreach activities, summarizing feedback into key themes and categories, and establishing a formal feedback loop. We will leverage the IAP2 as a guide. In initial review we recognize that utilities, other State of Nebraska entities, community action partnerships, civic organizations, advocacy groups, builders and developers, trades, and retailers as major stakeholders.
I.b. APPLICATION SUPPORT	
4	Bidders should describe their proposed approach to: Establishing an application project management plan and timeline, including the subtasks noted in Part II #1 of Requested Tasks. The bidder should describe 1) how it will develop and maintain a plan and timeline, 2) how it will build in flexibility, 3) what important components it will track to support an efficient and effective process, 4) and what tools they use to ensure projects stay on track. The bidder should share examples of program implementation plans, and/or describe previous experience with preparing funding applications.
	Response: Like the overall approach for successful execution, our project team will closely adhere to project management principles and practices outlined by the Project Management Institute. This will include the development of a comprehensive project action plan and timeline that will identify the key milestones and deliverables to external parties. The entirety of this project is dependent on careful coordination with DOE, their approval of the project plan, and the measures that it will target. As such, DOE requirements will be identified as Critical Path items in the project schedule to ensure that they are the priority work focus when necessary. In the initial development of the project execution timeline, we will build float around the critical application milestone and deliverable dates. It is critically important to include buffer time around DOE review periods, as it should be expected that they will take longer than indicated. This is a factor that the project team and the state will have little control over. We will develop our schedule so that the entirety of the project does not need to come to a halt during these review periods, and we can engage in stakeholder conversations, data evaluations, and additional material development while this is occurring.

	Members of the project team have experience in applying for federal grants on behalf of third parties and in conjunction with utilities in Nebraska. We have a specific advantage in that our team also has developed product and rebate programs for energy efficiency improvements and supported the required steps to ensure that material was aligned with the appropriate funding source requirements.
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: Coordinating with federal agencies is generally a challenging task. We have reviewed the DOE program descriptions that were posted, and the requirements for application are fairly extensive. This effort must be in close coordination with the state to ensure that we are working collaboratively to meet our objectives. The project team will take on the initial responsibility of response development, taking in feedback from the state and other stakeholders. We anticipate that there will be a collaborative and iterative review of the proposal document, with a formal period blocked off for the project team and the state to thoroughly review the document before submittal. Our strategy during early development is to incorporate feedback and expertise from our utility partners and other stakeholders. As noted in other areas, a specific advantage our project team brings is strong professional connections to utilities across the state. Our project execution strategy is to utilize utilities as the administrators of rebates and customer support, so they will be integrated into this process and able to lend their professional expertise to the review and development of materials. Communicating with the DOE has to be a priority during the project. We can't miss deadlines, meetings, or other requirements. Similarly, if there is a question from the DOE, a request for more information, or any item that requires a response we have to make a direct effort to ensure that we are responding as soon as possible. We do not want to give the DOE, or other entities, a reason to reject or add scrutiny to any of the formally submitted documents. Because we are assuming that there will be delays in the process resulting from the DOE delaying responses, we need to make sure that we reduce the time where we are holding onto the process. Said differently, when the DOE passes the ball back to us, we want to return it to their court as soon as possible.
I.c. STATE PROCESS SUPPORT	
6	Bidders should describe their proposed approach to: 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:

	The project team is approaching this bid assuming these items will be our responsibility. We want to unload as much of the administrative and coordination burden from the state as we can. Development of a thorough and strong stakeholder register early in the project development will inform us how often and to what depth we need to coordinate and communicate with third parties. This will be an upfront discussion and touch points at specific development milestones will be established. This will not be performed without state approval and input, but removing the active management of these processes from the state is our goal. Overall, these requirements will be outlined during project initiation and continued through project planning. As such, we will develop a formal project charter that outlines specific responsibilities and how they will be carried out. It’s a time-consuming task, but creating a Work Breakdown Structure (WBS) adds quite a bit of clarity on responsibilities as the project progresses. The WBS translates very well into a Gantt chart style format where there can be visibility by all parties on the progress of tasks and any milestones and deliverables. We will create a document repository in a secure shared electronic space for project management items so that they are widely accessible. We will not expect that state to schedule meetings, take notes, or distribute key findings to stakeholders. We do expect that the state will provide input and approve any critical documents before distribution, but the day-to-day management of the overall project, specific workstreams, and communications will be carried out by the project team.

PART II. PROGRAM IMPLEMENTATION: HOME EFFICIENCY REBATES (IRA SECTION 50121) – a. GENERAL DELIVERY APPROACH	
7	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: Our approach will deliver a streamlined, user-centric experience to homeowners and multifamily building owners by creating a website or webpage that guides participants through each stage of the rebate process, from eligibility assessment to application and rebate disbursement. Participants will receive clear guidance on selecting eligible technologies, finding qualified contractors, and accessing stacking incentives. Additionally, we will provide tailored resources for multifamily property owners, including bulk application processes and specialized contractor networks to meet the scale of their needs. A support helpline will be set up and in-person assistance for underserved communities through community partnerships. The project team has identified and contacted Nebraska-based marketing firms who specialize in website development that prioritize ease of use and customer experience and will onboard these professionals as subcontractors during execution. The development and maintenance of the statewide website will be part of this contract work. Our implementation plan also incorporates the local utilities to support direct customer interaction.
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: The anticipated structural barriers the project team initially identified are income, age, technology aptitude, environmental and political beliefs, residency status, and primary language. Initial plans to overcome these barriers are deploying targeted outreach campaigns, using trusted community partners, and developing multilingual materials. Our underlying approach is to simplify applications and provide technical assistance to reduce administrative burdens. Leveraging and educating contractors on the application process, on behalf of the homeowner, will provide onsite and first-person support during the overall process.
9	Bidders should describe their proposed program will address: The bidder's general approach and an overview of innovative ideas for achieving priority program objectives.
	Response: Our general approach is to build a program structure (i.e. tiered rebate) to incentivize retrofits that deliver the greatest environmental, social, and economic impact. The

	goal of the program is to ensure that the funds available through this program reach Nebraskans. The reporting requirements to the DOE are burdensome and complicated, so our aim is to remove as much of that confusion from the customer experience as possible. Leveraging utilities who have that experience, and are a trusted source of information to customers, supports that goal. The tiered approach allows us to target multiple groups simultaneously so that funding is constantly being moved through the program. We will propose caps across certain demographics and products during the first year of the program to get a better idea on how funds are being distributed. If specific areas are being oversubscribed, we will evaluate how those meet the mission of the program and refocus how we are promoting specific areas. A specific approach we will use on this project is to apply weighted performance indexes across potential programs and products. This is an analytical approach that allows for the levelized integration of multiple performance categories into a single value that is comparable across disparate options. This will include factors such as demographics, low to moderate income, geography, ease of implementation, overhead burden, and other items developed during project scoping. This type of formula allows for the weighting of criteria if there is a determined priority.
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: Our general approach is to prioritize projects that create disproportionately greater benefits. We will use a data-driven approach that evaluates both the environmental savings potential of technology measures and the characteristics of individual homes, such as age, type, and energy efficiency baseline. Leveraging geographic, demographic, and housing stock data, we will identify communities and homes where retrofits can achieve the greatest environmental and economic impact. Older homes, often lacking modern insulation, efficient HVAC systems, or updated electrical systems, will be eligible for higher rebates to address these disparities. By leveraging geographic and demographic data, we will also target projects in disadvantaged communities that face higher energy burdens or environmental vulnerabilities, ensuring equity and maximizing program benefits. Additionally, timing will be considered to align retrofits with seasonal energy needs, such as prioritizing heating system upgrades in colder months to deliver immediate cost savings and comfort. This targeted, data-informed strategy ensures that program resources are effectively allocated to maximize benefits and achieve priority objectives.
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:

	The project team, in conjunction with professional subcontractors, will develop a website, video, digital and print materials, host a webinar series, establish FAQ sheets and pages, digital ads, social media, formal partnerships, attend community events (hosted and guest), run email campaigns, text, perform outbound calls, put up signage, run radio and tv ads, and establish a customer helpline. This multi-channel approach covers a variety of ways to reach potential applicants. Included in this approach is a journey mapping exercise before building the strategy to ensure we understand potential touchpoints and their likely emotional state at each one. The material will specifically be geared towards multicultural and multilingual audiences, be ADA-compliant, and meet all Nebraska communication standards. The project team has Nebraska based advertisers and marketers identified who have run statewide campaigns. Their specialty is developing campaigns and then monitoring their success through customer feedback and internet metric tracking software. A marketing firm is an identified subcontracting partner in this work.
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: Please reference question 11 for how customers will access information related to this project. Our general approach to encourage participation is to highlight the direct financial benefits that can be applied to the purchase and the long-term financial benefits through reduced energy consumption. Simplicity in the application process will also support word of mouth encouragement from program participants.
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: The project team will develop resource guides outlining how to combine Home Efficiency Rebates with other federal, state, and local incentives, including financing options. We will utilize our background experience in this space to collaborate with federal agencies and local utilities to cross-promote stacking opportunities in outreach materials and events.

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: After initial review, the project team has identified advocacy groups, builders, realtors, utilities, CAP/CBO, housing authorities, trade associations, and professional networks for partnership. Email campaigns, social media notices, digital ads, print ads, radio advertising and postal mail were preliminarily identified is communication channels.
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: The project team anticipates using trade associations, licensing boards, and job boards to identify and engage contractors, as well as our professional connections with the industry. As part of this process, we will establish contractor advisory groups to maintain involvement and solicit feedback.
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: The primary methods identified are event attendance tracking, click-through and open rates, conversion rates, social media reach, impressions, account followers, survey scores, and mapping rates geographically.
17	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 ensure outreach, education, and marketing efforts are reaching the appropriate audiences?
	Response: Census data and community needs assessments will be used to identify and prioritize outreach to low-and moderate-income households. Tracking methods identified in Question 16 will also be applied.

18	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 to facilitate at least one public input session and incorporate feedback into program design?
	Response: Our step approach is to identify targeted audiences, create announcements, send out invites, establish logistics, directly facilitate events, promote through media channels. Input from these sessions will be recorded and analyzed to refine program design.
19	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: This will involve a phased plan spanning 12–18 months, with initial setup in the first three months, rollout of materials and campaigns in months 4–6, and ongoing outreach throughout program duration. There are identified budget line items to allocate funds for staffing, marketing materials, technology development, events, and partnerships, with regular reviews to optimize spending.
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: To ensure that required home assessments are conducted, the project team will integrate the assessment requirement into the rebate conditional process. Customers will need to provide documentation of a completed home assessment as a prerequisite for eligibility. The bidder will collaborate with utilities, contractors, and outreach partners to educate customers on the importance of assessments and facilitate scheduling with qualified assessors.
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: The bidder will establish clear protocols to ensure compliance with ANSI/BPI 1100-T-2023 and ANSI/BPI 1200-S-2017 standards. This includes building an application for IRA Contractors. This allows us to select certified and trained assessors who meet the qualifications outlined in the standards and provide them with comprehensive guidance on compliance requirements. Additionally, the bidder will maintain regular quality assurance and training sessions to reinforce compliance and stay updated on any changes to the standards.	
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: We will develop and provide assessors with standardized tools, checklists, and software platforms that align with requirements. These tools will ensure all critical information—such as energy usage, building characteristics, HVAC performance, and other relevant metrics—is collected during the assessment.	
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: We will implement a robust quality assurance and quality control (QA/QC) process. All submitted assessments will undergo a review to validate data accuracy, including spot checks, automated data validation tools, and periodic audits of assessor performance. Any discrepancies or incomplete submissions will be flagged for immediate resolution.	
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: Assessors will use a secure, centralized data management platform to collect and submit assessment information. This platform, externally sourced and vetted, will ensure consistent formatting, facilitate real-time data tracking, and provide detailed reporting capabilities for the bidder and state program administrators. The system will adhere to data privacy and security standards, ensuring sensitive customer	

	information is protected. Data will be used to monitor program performance, validate eligibility, and inform future program design and enhancements.
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: A tiered rebate calculation model that factors in both household income and energy savings potential. Without detailed research, a pre-determined software has not been chosen. While a pre-determined software has not been chosen, we are confident this will be managed through a robust software platform designed to calculate rebate levels based on applicant income, energy audit results, and the type of upgrades being requested. The software will also allow for dynamic updating of rebate structures as new energy-saving technologies and measures are added to the program. The platform will ensure accuracy and transparency, providing an audit trail of calculations and decisions.
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: Eligibility for upgrades and equipment will be determined based on a combination of IRA program guidelines, ENERGY STAR ratings, and other efficiency certifications as appropriate. To maintain relevance and adapt to market changes, the bidder will implement a process to review and update the list of allowable measures quarterly. This process will involve input from industry experts, utility partners, and energy efficiency standards bodies. Updates will be communicated through program bulletins and online systems, ensuring that contractors and participants have up-to-date information on eligible products.
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: All rebate submissions will be verified to confirm that the product model number corresponds to an ENERGY STAR certified model. Contractors and participants will be informed about this requirement at the beginning of the application process.	
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: For single-family households, self-attestation will be accepted as the primary method, with verification documents (e.g., tax returns, pay stubs) required to corroborate the claim. Multifamily building owners will be required to provide tax filings or other financial documentation for the entire building. The bidder will use a combination of electronic document upload systems and manual review processes to ensure accurate income verification.	
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: To ensure the integrity of income self-attestation, the bidder will randomly sample an agreed upon percentage of applicants, particularly those submitting self-attested income information. This will involve verifying the submitted income documentation through a third-party audit or cross-referencing with state or federal databases, such as the IRS or public benefit programs. A set percentage, to be determined based on the program's risk assessment, will be audited to maintain program integrity.	
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: If the income level is found to be falsified, the bidder will initiate a remediation process that includes notifying the applicant of the discrepancy, requiring resubmission of documentation, and disqualifying the applicant from receiving rebates. If a contractor is found to have participated in fraudulent activity, the bidder will also apply penalties, such as suspension from the program. Applicants who knowingly provide false	

	information may be referred for further investigation or legal action as per the program's fraud prevention policies.
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: The DOE API will be integrated into a state hosted website. Utilizing the state website will add credibility to the user of the software and will allow all pertinent and needed documentation to be in a single location. Instructions and documentation will be included on its use. There will be additional training for contractors in the program and an identified email communication channel to ask questions. As the potential administrators of the program, utility personnel will be trained in the use of the system and given full access to public resources associated with the system.
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: The project team is recommending using the DOE API.
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: The assumption going into the project is that the primary modeling tool will be the DOE developed EnergyPlus platform. This is a free opensource tool that is widely used in the industry and can be standardized for partners across the state. However, we don't want to limit ourselves to this option. As the project is further defined and specific products and measures are prioritized, we want to explore other options that will add simplicity to the process. EnergyPlus is very robust and should cover most use cases, but if we can create efficiencies through another product, we want to be able to explore those options.

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: Because of the potential volume of premises involved in this program, the intent will be to utilize the Retrofit Isolation or System-Level Approaches. These allow for the estimation of impacts using engineering level analyses and limit some of the required onsite evaluations and verifications. The project team involves licenses professional engineers who can provide an overview of this process and explanatory documents during the State's submittal of information. If Whole Building or Component Level Verification is required, there will need to be significant contractor level support to supply measurements.
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: Electric utilities across the state have detailed billing information that goes back many years for their customers. The initial approach will be to work with the largest utilities to build weather normalization factors that can be applied universally across all geographies. If needed, the state can also be broadly subdivided into climate tranches for specific analysis. Utilities likely have these factors already developed because they are utilized in their future planning efforts to create normalized energy use scenarios. The methodologies used to develop these factors are vetted and industry accepted. If utilities are not willing to share this information, the project team is very familiar with gathering and processing heating and cooling degree data at a regional and state level and developing straightforward normalization factors based on the past five years of climate data.
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: The measurement methodology will generally remain constant across single family and multifamily residences. In most cases, utility agreements are with individual tenants, as opposed to primary metering a full building. Estimates and verifications will still be performed at the premise level. We anticipate that other factors, such as location and age of residence, to be more impactful to verification strategies. There

	may be administrative and overhead efficiencies gained by performing multiple projects at a multifamily location, so the opportunities at those locations across the state will be part of the prioritization planning effort.
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: The level of detail associated with the verification will be dependent on the extent of the specific rebate request. As part of the education and rollout procedure, we anticipate arming contractors with the information and tools necessary to verify these upgrades if doing the work themselves. This will allow vetted and verified professionals to be able to verify while onsite. The overall project plan and strategy is to leverage utilities to provide input, support, and active management of these steps. While we are developing the project and during its execution, we will look to these partners to help us implement best practices.
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: Typically, residential energy usage data will be available in a monthly breakdown through utility billing. Critical months can be identified through the process. To get more granular data down to a daily, or even hourly level, utility developed usage curves and load factors will be applied. These are industry accepted and a useful tool to provide approximations of demand data when only usage data is available.
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: The project team will rely on industry experts and professionals to develop these estimates. Because there is a known shortfall of those professionals in the state to accomplish the anticipated volume of requests, we will hold workshops with these professionals to establish and socialize best practices. This may include a documented and available spreadsheet or other evaluation tool to create consistency

	across evaluations. This tool can also be leveraged to help with the training and development of new professionals to operate in this space.
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: The specific process and checks and balances will be developed in close coordination with the industry professionals who will support the work. This specific requirement will be a noted point of discussion during stakeholder engagement and workshop sessions. Methods to include peak measurements will be like what is described in Question 34.
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: At this stage in discovery and development, the Project Team is recommending using the DOE API rebate tool and process.
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: Workshops and training sessions will be held with industry professionals to build familiarity with the tool. In our proposed execution strategy, state utilities will be the overseers of this project and this process. Budget is assumed to be allocated to professional training and support for utilities.
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:

	It is anticipated that aggregators, developers, and other professionals working in this space will maintain the specific details related to individual premises. Utilities managing the day-to-day control of this program will have insight into the data that is being submitted under a portfolio. When making final submittals for rebate, individual premise data is required. These requirements and expectations will be integrated into workshops and training sessions for trade allies and industry partners.
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: Approval of all industry and trade allies will be conducted with the utility program managers using available industry best practices and in coordination with all requirements by the state or the DOE.
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: As part of the public facing websites and other available tools, there will be an opportunity for the public to comment with questions and any concerns related to contractor behavior. We will also rely on sources, such as the Better Business Bureau, to monitor any specific complaints. Utilities that are actively managing the work will follow their own internal guidelines as they relate to the performance of contractors.
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: Data collection and control strategies will be addressed during the Work Breakdown Structure development in project planning. Industry best practices and specific requirements from the DOE will be part of this structure's development.
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: The assumption going into the project is that the primary modeling tool will be the DOE developed EnergyPlus platform. Please see Question 29 for more detail. The project team will also utilize the extensive documentation and program plan development that is available online and provided by the DOE. We recognize that this is the preferred path identified by the state and will work collaboratively on its integration.	
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: All software and tools used during the project will be implemented using industry best practices. There are specific budgetary items identified to bring in professional training and development to ensure they are being used accurately and appropriately.	
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: Please reference Question 32 for our approach to single family versus multifamily residences. Depending on the dynamic of the tenant and owner relationship, this work will be coordinated at the individual residence level or as an aggregate at the premise level.	
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: Please reference Question 33 for our approach to verifying an eligible major home upgrade occurred.	
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: The project team has direct experience in utility rate making and billing data analysis. This has been performed from a customer focus, helping them understand their bill and addressing high bill complaints, and at a statistical analysis level for model development. We know the extent of available data and can determine abnormalities and inconsistencies from an initial review and statistical deviation standpoint.
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: The project team is able utilize industry norms and calculated values based on other similarly sized and scoped projects. The team expects that we will be able to build personas and other characteristics of like premises to build a standard model of expected behavior. This model can be used to supplement missing data in specific cases.
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: Models associated with this phase of the project will incorporate available utility billing data to assign expected values of energy us prior to any project. If a utility, or other program, has previously identified expected savings after specific changes to the residence they can be incorporated as predicted outcomes. After there have been verified and audited results after installation they can also be incorporated. The project team will also follow best practices and any recommendations provided by the DOE for project rollout and identify other state programs and case studies from reputable sources that can go into early development and calibration.
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: This will be verified with contractor spot audits and verifications. Model development and calibration will be updated as new applications are processed and entered. Any

	new findings or recommendations coming from the DOE as other states build and develop in this space will also be incorporated into the work.
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: Management of this specific program will fall into alignment with the overall project management strategy. Specifically, we will equip installation contractors and any utilities providing support with the training and tools necessary to ensure that they are prepared to provide the required documentation to remove hurdles and future rework.
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: Data collection and control strategies will be addressed during the Work Breakdown Structure development in project planning. Industry best practices and specific requirements from the DOE will be part of this structure's development.
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: The project team has previous experience collaborating with utilities in Nebraska and understands the sensitivity of utility data. Utilities have various methods of data transfer, depending on the volume of data and the sensitivity of the data. The team is prepared to develop data transfer processes in collaboration with the various utilities. Specific tools and methods may include a combination of encrypted file transfer protocols, the use of secure networks (Virtual Private Networks or VPN), multi-factor authentication, cloud sharing services with built-in security (e.g.

	Proofpoint platform), and/or encrypted hardware devices such as USB drives or external hard drives.
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: Secure management of data will comply with both state and any federal regulations, such as the Nebraska Public Records Law, data privacy standards, and cybersecurity frameworks. The bidder's approach includes compliance with Nebraska Public Records laws (ensuring transparency with any public records while maintaining confidentiality for sensitive information), data encryption and protection, access controls, formal incident response and reporting, data retention and disposal, and practicing cyber security standards such the National Institute of Standards and Technology (NIST) Cyber Security framework, and regular audits and training as needed. It's important to note that any subcontractors and partners handling data will be fully vetted.
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: The bidder's approach will acknowledge structural and cultural differences in each type of utility and ultimately tailor its approach accordingly. Organizational structure, regulatory environment, and decision-making processes will influence the exact approach. However, the bidder's approach is to provide an introduction to the project, offer a collaborative planning session, and hold regular progress updates.
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:

	The bidder proposes a collaborative approach to overcome potential barriers. This will be done by establishing clear communication channels with utilities, addressing data privacy concerns up front, and ensuring compliance with regulatory requirements. Leveraging standardized data-sharing, secure data transfer methods, and open communication, the bidder aims to streamline access to energy data for single-family and multifamily buildings while maintaining trust and transparency. If direct utility data remains inaccessible, the bidder will utilize alternative data sources (e.g. Energy Information Administration (EIA), publicly available reports) to ensure project goals are met without compromising data quality.
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: The bidder will ensure consumers agree to provide access to their energy usage data by incorporating a clear and transparent consent process into the program enrollment. This will include explicit language in the program's terms and conditions outlining the requirement for data access, coupled with consumer-friendly explanations of how the data will be used, protected, and beneficial to the program's success.
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: Requirements of each party's data needs will be defined during the development of the stakeholder register. The specific data and information that they will receive on the backend of the program and their role (read only, edit, full control) will be established. This upfront development will be a backdrop of the breadth and depth of end users. This will help shape what the ultimate control strategy will take. Fewer users can utilize a much simpler and customized solution, whereas many users from different external areas will require documented control agreements and a managed secure solution.

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: Specifics on this part of the program will come later in the project. At this stage, some considerations for simplifying the process include leveraging digital tools, providing clear step-by-step instructions, pre-filled forms as applicable, and support services such as FAQs.
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: The bidder will work closely with the state to understand program requirements and identify potential exceptions related to utility bill collection, with more specific details to be determined during program design. This collaborative approach ensures flexibility and alignment with program goals as the project evolves.
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: Yes, we propose to use the DOE Rebate API to streamline the rebate process. This API will ensure integration with the program's systems and facilitate efficient communication between all stakeholders (i.e., consumers, contractors, and program administrators). The use of the DOE API will allow for real-time data synchronization, reducing delays in rebate processing and ensuring accurate tracking of rebates.
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: There are a variety of systems for processing and payment, whether using a well-known system or opting for a custom-built platform. This determination will be made during later phases of the project in alignment with the entity/entities that are handling the processing and payment.

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: There are numerous rebate programs in Nebraska that successfully distribute rebates to customers and contractors – these serve as valuable examples and lessons learned. The specific process will be determined in later phases of the project.
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: The project team has significant experience with managing large budgets and multi-year programs and projects. Key strategies include regular budget reviews, clear allocation limits, robust tracking and reporting, and ongoing coordination with the entire team.
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: It will be important to implement a system that tracks and reconciles separate payments or payment structures for contractors or aggregators. This includes clear documentation of payment terms and a transparent process to ensure payments align with program guidelines while maintaining accuracy and accountability.
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: This determination will be made during the program design and specifically flushed out in designing the terms and conditions.

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: The specific payment system will be vetted during later stages of the project. With that said, the system will be compliance-driven, and the team will ensure the selected system is capable of making the appropriate payments within federal and state requirements.
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: The bidder will implement an efficient workflow. Some considerations to achieve that include automated application tracking, timely reviews, and proactive communication with participants. Streamlining approval processes will also help minimize delays and maintain compliance with program timelines.
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: One of the major risks is user error during any step of the application and payment processing. Inputting incorrect information can cause a delay in one area that expands as it goes between stages. Training and development, as well as review support during the process can help alleviate this issue. Any steps that require the coordination of multiple parties or data systems is another area that can potentially cause delays in the process. On site audits, phone calls, or other meetings that require multiple people can be a challenge to coordinate. Careful management of stakeholders and allowing ample time to make these meetings happen will be part of the built-in schedule.
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: The bidder will ensure rebates meet all program requirements by focusing on the upfront design to incorporate clear eligibility criteria, documentation standards, and compliance checkpoints.
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: While the overall rebate process will be similar for both single-family and multifamily homes, procedures will differ to account for the unique characteristics of each. For single-family homes, rebates will be issued to individual homeowners based on their energy efficiency upgrades and eligibility. For multifamily buildings, rebates may need to be calculated based on the entire building's energy usage or individual units' upgrades, depending on the design of the program.
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: The project team is proposing the same general strategy for the HOME and HEAR program. Please see Question 7 for a detailed response.
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: Please reference Question 8 for a detailed response.
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: Please reference Question 9 for a detailed response.
75	Bidders should explain how their proposed program will address: The bidder's overall approach to providing point-of-sale rebates.
	Response: Point-of-sale rebates will be a consideration early in the process to determine the expected increase in customer sales versus the overhead requirement to implement this rebate. Since the overall DOE program is national, the Project Team will review whether or not national or regional retail chains are already participating in this model in another state. If so, we will coordinate and follow best practices already established. This is also an area where we will specifically look for other states that may be farther along and determine how they have implemented the process. Depending on the criteria and oversight required for each individual rebate category, the project team may consider limiting potential point-of-sale rebates to higher cost items. If overhead requirements are low, we may also consider significantly increasing this channel, providing detailed information to retailers, and including specific marketing on how to claim the rebate.
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: The project team will subcontract the specific marketing and education planning. Once a firm project plan and Work Breakdown Schedule have been established, it is anticipated that the project team will issue a Request for Information (RFI) or Request for Proposal (RFP) to seek qualified firms. There is a standalone cost item in the proposed budget for this purpose starting in 2025 and carrying through the completion of the process. The project team worked with a Nebraska-based marketing firm with experience running a statewide campaign to develop a rough estimate of expected costs for this work. We did not formally list this firm as a subcontractor because if we approach the work through an RFI or RFP we will bring the most value to the state. It is our intention to seek the services of a Nebraska-based firm to conduct this work. The Project team has direct experience in energy product marketing, but this level of campaign will require the professional services of a full marketing firm and

	experienced team. We will support and coordinate this work, but this program rollout will require extended professional support.
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: The project team will develop resource guides outlining how to combine Home Efficiency Rebates with other federal, state, and local incentives, including financing options. We also plan to collaborate with federal agencies and local utilities to cross-promote stacking opportunities in outreach materials and events.
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: Identified partnerships are with advocacy groups, builders, realtors, utilities, CAP/CBO, housing authorities, trade associations, and professional networks. Communication channels have been identified in previous responses.
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: The project team will use trade associations, licensing boards, and job boards to identify and engage contractors and establish contractor advisory groups to maintain involvement and solicit feedback.
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: Please reference previous question responses for a detailed 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: Please reference previous question responses for a detailed response.
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: Please reference previous question responses for a detailed response.
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: Please reference previous question responses for a detailed response.
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: As a starting place, the project team will define the state geography through census tract and highlight specific areas of the state as high potential for qualifying households. Data down to the premise level will be dependent on data sharing agreements between different state agencies. If we are able to gain state income tax

	or other premise information, we may be able to develop a priority list. Additionally, if we are able to execute a dataset that contains age of premise and property tax information, we will be able to develop a prioritized list of qualifying households.
III.c. HOME ASSESSMENTS	
85	Bidders should describe when home assessments will be used and the process, including: How will the bidder ensure the limited home assessment process is applied for qualified electrification projects (QEP)?
	Response: The project team will perform market research and engage in collaborative discussions with other states to determine best practices in this area. Part of the education and listening sessions with contractors and other appropriate stakeholders will discuss this topic to ensure that any proposed processes align with the existing skillsets and processes in the state.
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: The project team will work with other states to learn best practices in this area, and work with contractors to determine how they will document this process. This is project level detail that will be determined, documented, and socialized during the planning and execution process.
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: The team will develop forms, ideally through an app or other electronic format to collect this information and make sure that the contractors are following the procedure. The detailed process will be documented and socialized.
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.
	Response:

	This is another step that will be fleshed out and documented during the project development and implementation phases. Strategies previously described for data collection and stakeholder training will be employed during this step as well.
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: This process will be left to the discretion of the qualified contractor performing the work. Educating and training the contractors that this is a possibility will be part of the workshops conducted. If this is a frequent occurrence, a specific threshold can be set and socialized with contractors.
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: The project team will propose and establish a random sampling of home assessment to provide an overall assessment of the health of the program. It will be the intention that every qualified contractor involved in the process will be audited at least annually. The project team will look to governing and licensing bodies in the appropriate disciplines for professionals that can objectively perform these audits. If it is found that assessments are not being performed accurately or correctly, the team will assess whether it is systemic or an isolated incident and act accordingly.
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: The general approach is to error on the side of inclusion for different upgrades and equipment. The underlying goal of the program is to ensure that money makes its way to Nebraskans so including more potential recipients helps meet that goal. The team will continue to review the DOE recommendations in this area and research how other states have made these decisions. Going into the project, we are anticipating that updates to the list will occur annually and socialized across stakeholders. If the DOE identifies specific changes to the program, we will make the required updates ad hoc and as needed.

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: The bidder will ensure adherence to the Energy Star certification requirement by incorporating it as a criterion during the program design phase and verifying product eligibility through the Energy Star certified product database. This will be reinforced by requiring applicants and contractors to submit proof of certification, such as product labels or documentation, as part of the rebate application process if applicable.	
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: The project team intends to aim for the minimum amount of required documentation to verify income eligibility. Our general strategy is to aim for approval and not slow down the process through extensive review and verification. This can be done in the form of tax returns, energy billing, or other formally recognized qualification.	
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: The specific frequency of random sampling will be a product of the total number of applications received. We don't want this to interfere with the approval timeline. We expect to contact other states and learn best practices in this area and learn from utilities and others that have implemented these programs on how they handle similar challenges.	
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: If the rebate has not been issued at the time of discovery, the team will work within the DOE API to cancel the planned rebate as soon as possible. There will be outreach to the customer to try and learn whether the claim was accidental or	

	malicious. If accidental, the team will work with the customer to determine whether or not there is some level they can qualify for. If malicious and persistent, the team will explore the extent to which legal action may be required.	
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 will the bidder incorporate the API into their systems and the execution of the income verification systems?	
	Response: The team plans to use the DOE API system as the foundation of their rebate dispersal. Checks and steps built into the application will be enabled and required as needed. If there is an opportunity for any customization of the process through the API these features will be expanded.	
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: The project team is anticipating using the DOE API software.	
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: The team intends to provide marketing and educating material to any qualified retailer or contractor able to provide point of sale rebates. This material will be accompanied by onsite or web-based training sessions to make sure the information is understood. The overall approach is to try and make the different combinations and criteria as limited and as simple as possible. Creating a simpler set of potential outcomes will reduce the chance that there is an error at this stage. If possible, electronic tools such as apps or forms will be used to support this step.	
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: The team and stakeholder partners will determine which specific products and upgrades can qualify and make sure that these are clearly identified. Consumer education and marketing will provide simplified metrics and standards for the public to begin weighing potential options and be educated to help support the process themselves.
094.3	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: To the extent possible, the project will utilize the DOE API to help track this information. Depending on the data sharing agreements between NDEE and other state agencies, the project team may also look at establishing a database that references specific parcel and premise identification and cross references that to tax return information to make sure that limits are not exceeded. This approach will also help support eligibility and coordination with other programs and funding sources and agencies.
95	Bidders should describe the following: How will eligible entities be paid installation incentives in a timely fashion?
	Response: The DOE API will be the underlying tool to support this process. The project team recognizes that timely payment is critical to the program's sustained success. If payments are late, everyone from qualified contractors to the customers will be less likely to talk positively about the program and its chance of disbursing funds will be reduced. Payment timing will be regularly spot checked and audited. Any recurring issues will be evaluated and improvement strategies developed.
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: Please reference question #68. Our planned approaches to the HOME and HEAR programs are similar.
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: Please reference question #69. Our planned approaches to the HOME and HEAR programs are similar.

98	Bidders should describe the following: What systems will be used for processing rebates?
	Response: There are a variety of systems for processing and payment, whether using a well-known system or opting for a custom-built platform. This determination will be made during later phases of the project in alignment with the entity/entities that are handling the processing and payment.
99	Bidders should describe the following: How will the bidder work with retailers, distributors, contractors, and other eligible entities to provide rebates?
	Response: The Project Team has previously described engagement strategies with this category of stakeholder. We plan on incorporating rebates as part of the overall education planning.
100	Bidders should describe the following: How will the bidder manage receiving requests from and providing rebates to customers, contractors, distributors, and retailers?
	Response: Previously identified and discussed methods of rebate disbursement and other control methods will be employed in this element of the project as well.
101	Bidders should describe the following: How will the bidder ensure rebates meet all program requirements and document those conditions?
	Response: The bidder will ensure rebates meet all program requirements by focusing on the upfront design to incorporate clear eligibility criteria, documentation standards, and compliance checkpoints.
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: The project team will rely on the DOE API rebate tool to help manage this process. We will also rely on our industry stakeholders and supporters to help identify strategies that can be used to avoid this. Any findings will be included in education materials and well documented.

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: Development of rebate pathways will be confirmed with industry stakeholders and administration partners. This will be dependent on the program design, and what appliances and improvements will be included in the program.
104	Bidders should describe the following: How will procedures differ for multifamily homes/buildings?
	Response: If rebates are received as an individual or individual residence, the procedure will be the same. If there are multiple applications submitted from a multifamily owner, they will be clustered and evaluated. Specific procedures will be developed in conjunction with stakeholders.
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: An effective Consumer Protection Plan prioritizes transparency, fairness, and trust by establishing clear program guidelines, safeguarding consumer data, and implementing fraud prevention measures. The bidder will ensure that the program incorporates these components.
106	Bidders should describe how they will assure quality installations including: How will the bidder develop a system to collect and respond to consumer feedback?
	Response: Develop a feedback system by implementing an accessible, user-friendly platform. This may be a dedicated website or webpage, app, and/or phoneline to gather feedback.
107	Bidders should describe how they will assure quality installations including: How will the bidder address dispute resolution? What is the bidder’s proposed approach for conflict resolution and remediation?
	Response:

	The project team will determine this procedure in conjunction with the state to ensure that we meet Nebraska requirements and follow any existing procedures and protocols.
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: The general approach will be to utilize qualified contractors that have been provided with training for this application. This will be coordinated and confirmed with industry stakeholders.
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: A general approach is to rely on existing industry partners that are already qualified by the state, utilities, or other governing bodies. Using these trade allies potentially reduces some of this burden.
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: Standards will be developed in conjunction with trade allies, governing bodies, and other authorities having jurisdiction. This will be further defined as part of the detailed project and process development.
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: There are identified check in points, project reviews, results reviews, and quality assurance steps incorporated into the project plan. There is also a budget allocation for an independent auditor to review the project outline and its outcomes.
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: This specific detail around the project plan will be developed in conjunction with stakeholders using industry best practices and methods identified as successful by other states.
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: We will engage with community partners and organizations through a collaborative and inclusive approach that emphasizes relationship-building, trust, and mutual benefit. This includes conducting stakeholder mapping to identify key community organizations, advocacy groups, and trusted local entities. We will host regular community meetings, listening sessions, and workshops to gather input, address concerns, and align program strategies with community priorities.
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: The project team has specifically identified subcontracting this service to an agency or individual who has experience in Nebraska and can develop these strategies.
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: The project team has specifically identified subcontracting this service to an agency or individual who has experience in Nebraska and can develop these strategies.
114.2	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 support groups that organize and apply collective bargaining?

	Response: These groups will be brought in as stakeholders, with potential risks around collective bargaining being specifically identified as a risk.
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?
	Response: These specifics will be coordinated with the state of Nebraska to ensure that goals align. More detail about groups to target and potential strategies will be fleshed out during project work breakdown development.
115.2	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 manage and track the portion of budget with minority owned businesses, women owned businesses, and veteran owned businesses?
	Response: We will set clear goals for allocating a significant portion of the program budget to minority-owned, women-owned, and veteran-owned businesses.
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: To further DEI objectives, we propose creating an advisory board comprising representatives from minority, women, and veteran-owned businesses, community leaders, and advocacy organizations. This board will provide ongoing feedback on program equity and inclusion efforts.
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: There are specific requirements identified for this program. The impacted areas are known, and during allocation of rebates statewide there will be consideration to ensure that those objectives are met.

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: This is a known objective of the program so its inclusion will be a specific discussion point during project scoping and work breakdown development.
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: Quantifiable benefits will be in alignment with the overall program but categorized as Justice40.
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: This will be a quantifiable measure that will be tracked as a requirement of the project.
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: This will be a quantifiable measure that will be tracked as a requirement of the project.
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: The project team is prepared to meet all requirements identified to meet this requirement. We will work with industry professionals to develop best practices.
120	Bidders should describe their approach to data tracking and data security, including: A description of risk-based security controls.
	Response:

	The project team has identified a specific budget item for professional consultation and development to address these specific concerns.
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: The project team will provision and plan for all required third party oversight and review.
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: Ensuring that this criterion is met will be a critical element of the overall project success. This will involve the input and execution of all stakeholders and individuals associated with the project.
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: Yes, the project team recommends this approach.
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: We are recommending the use of this system.
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: We are recommending the use of this system.
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: The high-level data strategy will involve differentiating between the criticality of information. We anticipate that there will be several breakdowns between each category. Some data will need to be public facing and available. This data we will need to be able to be updated quickly as changes occur. Non-Public data will need to be stored based on any personal and private information. It is generally assumed that no one outside of the project team, the state, and the DOE will need to see or need to have access to most of this information. If security protocols are required for certain forms, if they contain credit card data for instance, then they will need detailed protocol. One element that will need to be considered is a data retention policy. The program will follow the requirements of the DOE, but we do not want to retain data any longer than necessary. The team will keep high level information about each project in a central database, but supporting details will be purged as soon as we are able to.
126	Bidders should describe how they will store and make available the following data and information: Home assessment data
	Response: Please see the overall data strategy outlined in question 127. We anticipate this being non-public data, but not of a critical nature.
127	Bidders should describe how they will store and make available the following data and information: Income amounts
	Response: Please see the overall data strategy outlined in question 127. We anticipate this being non-public data, and of a critical nature requiring heightened data protection.
128	Bidders should describe how they will store and make available the following data and information:

	Post-installation photos
	Response: Please see the overall data strategy outlined in question 127. We anticipate this being non-public data, but not of a critical nature.
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: Please see the overall data strategy outlined in question 127. We anticipate this as potentially public facing information.
130	Bidders should describe how they will store and make available the following data and information: Incentives paid
	Response: Please see the overall data strategy outlined in question 127. We anticipate the premise and customer level specifics of this data to be non-public and protected, but summaries of this data down to the census level track will need to be public facing.
131	Bidders should describe how they will store and make available the following data and information: Project costs
	Response: Please see the overall data strategy outlined in question 127. We anticipate the premise and customer level specifics of this data to be non-public and protected, but summaries of this data down to the census level track will need to be public facing.
132	Bidders should describe how they will store and make available the following data and information: Quality assurance tracking and resolution
	Response: Please see the overall data strategy outlined in question 127. We anticipate this information being non-public facing, but if there is repeated issues details may need to be public facing to align with a Consumer Protection Plan.
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: Our approach to developing market transformation plans is centered on leveraging data-driven insights, stakeholder engagement, and a clear understanding of the local market dynamics. We will employ a step-by-step, collaborative process that involves working closely with the state, utilities, contractors, community organizations and others to ensure that the transformation goals align with both immediate program objectives and long-term sustainability. Our team brings extensive experience in market research, program design, and impact evaluation, having successfully developed and implemented market transformation strategies for similar energy efficiency and electrification programs previously.
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: A comprehensive Market Transformation Plan includes building a baseline of the current market dynamics, identifying the target audiences, creating a thorough marketing and communications strategy, engaging strategic partnerships and defining key performance indicators to track our progress. We will guide the state through each of these components by facilitating stakeholder workshops, conducting market research, and developing tailored strategies based on local conditions and national best practices. Our team will also provide ongoing support to ensure all actions are aligned with state goals and DOE program requirements.
135	Bidders should describe the following: How will the bidder ensure that the Market Transformation Plan meets DOE Program Requirements?
	Response: We will ensure the Market Transformation Plan aligns with DOE Program Requirements by thoroughly reviewing relevant DOE guidelines and incorporating them into our plan development process.
136	Bidders should describe the following: How will the Market Transformation Plan be implemented, tracked, measured, and reported on towards goals over time?
	Response: The details and tracking of the Market Transformation Plan will be defined in the project Work Breakdown Schedule as reportable and trackable items. The execution will be coordinated with the appropriate stakeholders. The specific mechanism will be incorporated into the data management plan as well.

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: We have preliminarily identified adoption rates and resident sentiment analysis as documentation tools.
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: Confused by the ask of "how" being there are requirement to either use PNNL system or basically build one that connects. The how seems silly – we will run quarterly reports from that system and present them with all the expected information. We will provide detailed quarterly progress reports for both the HEAR and HOMES programs. These reports will include the total number of rebates awarded, energy savings realized, and homes or multifamily units retrofitted, with a breakdown by technology (e.g., heat pumps, energy-efficient appliances, HVAC upgrades). For each program, progress will be tracked separately to allow for an accurate picture of how each initiative is advancing, while highlighting achievements in meeting IRA objectives.
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: Each quarter, we will submit budget reports for both programs, showing the actual spending versus the projected budget for the HEAR and HOMES programs. These reports will be itemized to reflect spending in specific areas, such as outreach, rebates, training, and administration, ensuring that each program is aligned with the overall financial framework and IRA provisions. Any variances will be explained, and corrective actions will be proposed where necessary.
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: We will provide projections of progress for both the HEAR and HOMES programs, informed by analysis of application rates, participation trends, contractor capacity,

	and market readiness. These projections will include expected milestones such as the number of rebates to be issued, targeted energy savings, and the completion of major program phases. We will ensure that projections for both programs are distinct but aligned in terms of overall program objectives.
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: If there are projected changes in the budget we will provide a detailed explanation of the reasons for these changes, including adjustments due to evolving needs, unforeseen costs, or shifting market conditions. Budget changes will be tracked separately for each program to ensure that any reallocation of funds does not affect the goals of either initiative.
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: Any changes in the scope will be clearly outlined in the quarterly reports. This includes updates on new technologies or provisions being added, modifications in rebate structures, or adjustments based on federal or state guidance. We will ensure that scope changes for each program are identified separately, along with a clear explanation of the impact on timelines and deliverables.
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: We will monitor and report on potential risks to both programs, such as contractor capacity shortages, supply chain delays, low participation in specific regions, or regulatory challenges. For each program, identified risks will be addressed with mitigation strategies, and any issues that have materialized will be immediately reported, including actions taken to resolve them and any resulting impact on timelines or outcomes.

Courtney Kennedy, P.E.

402.658.1376
ckennedy@pdsinc.biz
10730 Pacific Street Suite 040, Omaha, NE 68114

PROFESSIONAL SUMMARY

With over a decade of experience in energy, I offer deep knowledge of renewable energy technologies and project development, as well as a breadth of expertise across electric utility operations.

PROFESSIONAL EXPERIENCE

President, Owner | March 2023 – Present
Power Delivery Services, Inc. – Omaha, NE

- Lead the overall strategic direction and operations of the company
- Build and maintain key relationships with clients, manufacturing partners, and industry peer groups
- Consult on utility and energy projects
- Consultant for EPA Solar for All Grant for the Center for Rural Affairs in Nebraska – $60M awarded (2023)
- City of Lincoln Heat Pump project (2023)

Course Instructor | Mar 2023 – Present
EUCI Professional Training & Coaching – Based in Greenwood, CO

- Teach courses on Utility Pilot Programs and Heat Pump 101

Manager, Alternative Energy Program | August 2018 – February 2023
Omaha Public Power District – Omaha, NE

- Managed a portfolio of 1GW of wind and 86 MW of solar projects
- Led two projects to commercial operation: 160MW Sholes Wind and 5MW Community Solar
- Led commercial and technical negotiations for Nebraska's first utility-scale solar project (81MW)
- Secured grant funding and developed OPPD's first grid-scale battery facility
- Consulted local planning and zoning jurisdictions on appropriate technical requirements for renewable facility regulations; provided testimony on technology and specific projects
- Delivered expert testimony to Nebraska Power Review Board
- Leadership team for Pathways to Decarbonization strategic initiative
- Developed a new department focused on strategy, engineering analysis, project development, and deployment of grid-scale renewable energy projects

Sr. Process Engineer; Process Engineer | July 2013 – July 2018
Omaha Public Power District – Omaha, NE

- Facilitated 40+ lean events (Kaizen, 5S, Value Stream Mapping) with cross-functional teams, ranging from demand side management, smart grid, corporate planning, fossil work management, storm restoration, fleet management, customer service, and beyond
- Led and supported strategic initiatives on organizational effectiveness, electric vehicles, and future technologies
- Launched the initial Center of Excellence
- Rebuilt in-house Lean training course content and trained over 250 employees
- Designed processes and tracking to meet $14M cost reductions for rate targets

Operations Analysis Intern | *Omaha Public Power District – Omaha, NE* **|** 2011 – 2012

Sustainable Materials Engineering Intern | *INTROMAC – Cáceres, Spain* **|** 2011

Building Commissioning Engineering Intern | *Kiewit Building Group – Omaha, NE* **|** 2010

Courtney Kennedy, P.E.

402.658.1376
ckennedy@pdsinc.biz
10730 Pacific Street Suite 040, Omaha, NE 68114

EDUCATION

Master of Business Administration
Creighton University, August 2015

Bachelor of Science Mechanical Engineering & Spanish
Iowa State University, May 2013
Study Abroad, University of Extremadura – Cáceres, Spain

Professional Engineer, License #E-17708 – Nebraska State Board of Engineers and Architects

PROFESSIONAL PRESENTATIONS & TESTIMONY

- **Nebraska Rural Electric Association (NREA) Engineering Conference –** *Kearney, NE* **|** October 2024
  Presentation Title: "Pilot Programs & Grant Funding"
- **RE+ Conference –** *Las Vegas, NV* **|** September 2023
  Presentation Title: "Unlocking the Inflation Reduction Act for Public Power"
- **SEPA Utility Conference** – *Portland, OR* **|** May 2022
  Panelist for "Crossing the Threshold: Public/Private Partnerships for a Carbon-Free Future"
- **Nebraska Power Review Board Testimony** – *Lincoln, NE* **|** July 2021
  Technical testimony for Nebraska's first energy storage resource (battery) application
- **RMEL Supply Planning Conference** – *Denver, CO* **|** June 2019
  Topic: Transformation of the electric utility industry
- **Nebraska Wind & Solar Conference** – *Lincoln, NE* **|** 2021, 2019, 2018 (2020 canceled due to pandemic)
  Speaker, Moderator, and Panelist for topics including: Utility-Scale Battery Storage, Renewable Energy as an Economic Development Tool, Winter Storm Uri Aftermath: Improving Grid Resilience, How Does Nebraska Renewable Energy Fit into Southwest Power Pool?
- **Nebraskans for Solar** – *Omaha, NE* **|** December 2019
  Topic: Nebraska Environmental Trust grant project for utility-scale battery
- **Nebraska ASME Fall Technical Conference** – *Ashland, NE* **|** November 2019
  Presentation: "Power with Purpose: Solar"
- **Iowa/Nebraska System & Substation Protection Conference** – *LaVista, NE* **|** October 2019
  Topics: Emerging Energy Technologies
- **Hubbard Sustainability Series: Renewable Energy** – *Omaha, NE* **|** August 2019
  Presentation: OPPD's Growing Renewable Energy Portfolio

COMMUNITY INVOLVEMENT & LEADERSHIP

Conference Planning Committee Member | Nebraska Wind & Solar Conference (2018 – Present)

High School Group Mentor & Group Mentoring Board Member | Partnership for Kids (2013 – 2019)

Chair | OPPD Young Professionals Group (2013 – 2017)

Participant | Omaha Lean User Group (2013 – 2018)

Member | Omaha Chamber Council of Companies (2014 – 2017)

Vice President; Co-Founder | Engineers Without Borders – Iowa State University Chapter (2009 – 2012)

Deanna Polk

EXECUTIVE ADVISOR

(402) 2030582 dpolk@pdsinc.biz Omaha, Nebraska 68124

Seasoned leader with a proven track record at Power Delivery Services, Inc./PDS, where strategic planning and relationship building drove organizational success. Excelled in corporate governance and fostering a collaborative culture, demonstrating adaptability and a keen eye for detail. Achievements include enhancing brand awareness and creating a positive work environment, underscoring commitment to professionalism and operational excellence.

EXPERIENCE

EXECUTIVE ADVISOR **Omaha, NE**

Power Delivery Services, Inc./PDS *May 2024 - Preser*

- Oversee the Succession Plan and implement an Exit Strategy.
- Utilize analytical skills to assess business needs and develop effective solutions for the future of organization.
- Assist in developing policies that support the company's overall mission statement.
- Collaborate with senior leaders to create long-term plans for growth and development.
- Cultivate strong partnerships with key decision makers to ensure successful project outcomes.
- Network with potential clients and build business relationships to ensure a smooth transition.
- Analyze and modify compensation and benefits policies to establish competitive programs and comply with legal requirements.

OWNER/PRESIDENT **Omaha, NE**

Power Delivery Services, Inc./PDS *February 2017 - May 202*

- Created vision and strategic priorities that aligned with goals and visions of organization.
- Created a positive working environment by encouraging collaboration among staff members.
- Negotiated contracts and agreements with business partners, vendors, and customers.
- Managed budgets effectively by accurately forecasting expenses and revenues.
- Analyzed financial data to ensure optimal profitability for the company.
- Hired skilled personnel to manage challenges and obligations of business.
- Invested in employees, using training to keep them at the top of their game.
- Provided strategic direction for the organization's long-term goals and objectives.
- Built and maintained strong relationships at all levels of the organization.
- Created and implemented a crisis communication plan and processes to address the sudden death of the CEO.
- Assisted in implementing a Succession Plan to move the organization forward.

CO-FOUNDER/CO -OWNER/PRESIDENT | **Omaha, NE**
Power Delivery Services, Inc. | *November 1996February 201*

- Cultivated relationships with key stakeholders, partners, vendors, customers, and other external entities to facilitate growth opportunities.
- Developed project plans that identified goals, objectives, tasks, resources needed, timelines and deadlines, budgets and risks associated with each project.
- Identified areas of improvement within existing processes and systems while developing solutions designed to maximize efficiency.
- Represented organization and promoted objectives at networking events and trade shows.
- Coordinated board meetings and consulted with members to address critical decisions.
- Directed and coordinated financial and budget operations to maximize investments and increase efficiency.
- Served as liaisons between organizations, shareholders and outside organizations.
- Interpreted and enforced policies and regulations to maintain alignment with corporate objectives.
- Spearheaded budget analysis and forecasting to align operating costs with business strategy.
- Organized and approved promotional campaigns.
- Addressed legal and managerial issues with external agencies.
- Presided over and served on boards of directors, management committees, and other governing boards.

MARKETING MANAGER | **Omaha, NEBRASKA**
AAA NEBRASKA | *April 1979– September 19*

My job, as Marketing Manager, was to create and implement the marketing budget for membership sales which included advertising, direct mail, trade shows and internal marketing. I was also the Coordinator of the AAA credit card program for AAA Nebraska acting as a liaison for the Club, Bank, AAA National and employees. The AAA Credit Card was one of the first credit card brands introduced in the industry. I also developed an Excel/Lotus Program for forecasting new membership sales, renewals and tying the numbers to revenue generation. Other AAA clubs implemented the use of the program through AAA Nebraska's IT department.

- Created promotional campaigns that generated leads, resulting in increased sales.
- Collaborated with team members to develop and execute marketing strategies based on organizational goals and priorities.
- Cultivated and maintained relationships with clients and partners.
- Oversaw production of printed materials such as brochures and flyers.
- Shared marketing information and strategy with sales team.
- Managed advertising budget conducted ROI calculations and monitored results.
- Designed and executed email campaigns to target existing customers with relevant offers.
- Attended and participated in industry events, shaping marketing and communication initiatives.
- Developed effective pricing strategies based on market research and trends.
- Developed pricing strategies to balance firm objectives and customer satisfaction.
- Consulted with product development personnel on product specifications, such as design, color, and packaging.
- Compiled lists to describe product or service offerings.
- Negotiated contracts with vendors or distributors to manage product distribution.

SKILLS

- Corporate Governance
- Strategic Planning
- Stakeholder Management
- Adaptability
- Resilient
- Relationship Building
- Compliance requirements
- Professionalism
- Operations Management
- Risk taker

EDUCATION

STUDIED MARKETING & BUSINESS
University of Nebraska, **Omaha**

ASSOCIATES DEGREE IN BUSINESS *Feb 197*
Western Iowa Tech Community College, **Sioux City, Iowa**

Heather Siebken

402.218.3434 | heather@parkandnoles.com | www.linkedin.com/in/hsiebken

Senior Product and Growth Marketing Leader

A customer-focused marketing leader with over 20 years of experience leading high-performing teams to develop and execute innovative marketing strategies that differentiate products and drive customer acquisition. Skilled go-to-market planner and strategic thinker with a keen understanding of customer needs and market trends. Excels in cross-functional collaboration and leveraging data-driven insights to optimize marketing performance and achieve sustainable business growth.

NOTABLE CAREER HIGHLIGHTS

→ **Garnered industry recognition as the Marketer of the Year award winner from the American Marketing Association** for pioneering marketing campaigns, demonstrating excellence in creativity and innovation with measured results.

→ **Played a pivotal role on a task force convened by the Nebraska Department of Environment and Energy**, contributing to the statewide plan for the distribution of grant funds to support the expansion of EV charging infrastructure.

→ **Selected as a key member of a strategic planning team for the Greater Omaha Chamber of Commerce**, contributing to the development of Omaha's Urban Core Strategic Plan focused on fostering affordable housing initiatives.

→ **Elevated industry standards through participation in The Conference Board Product Development Council**, an exclusive, invite-only, forum comprising of top-tier executives from leading innovative companies around the nation.

→ **Awarded Friend of the Environment by Green Omaha Coalition,** for achievements in reducing greenhouse gas emissions and energy usage while increasing awareness around distributed energy resources and electrification.

EDUCATION

Bachelor of Science, Business Administration, UNIVERSITY OF NEBRASKA - LINCOLN

Master's Certificate in Utility Management, WILLAMETTE UNIVERSITY

Leadership Nebraska, NEBRASKA CHAMBER OF COMMERCE

EXPERIENCE

Senior Consultant, CHARTWELL, INC. | 2024 - Present

Deliver and implement customer-centric strategies, programs and initiatives to enhance satisfaction, loyalty and engagement for utilities. Curate and facilitate content enabling utilities to collaborate, share best practices and drive cross-utility knowledge sharing and process improvements.

- Designed a customer experience playbook that **reduced friction and improved operational efficiencies**.
- Identified branding, communications and process recommendations that **enhanced customer satisfaction** and contributed to an **increase product acquisition**.

Founder and President, PARK & NOLES | 2022 - Present

Provide strategic guidance on go-to-market planning, digital marketing effectiveness, channel management, branding, and customer engagement, including digital marketing and copywriting services.

- Optimized search engine optimization (SEO) and other digital marketing strategies to fill a fundraising event at 100% capacity for a non-profit client's annual fundraiser, ultimately **achieving 20% over goal** in cash donations.
- Delivered public relations and marketing services to a political candidate, resulting in **doubling the social media following**, while lifting engagement and voter sentiment.

Director, Product Development & Marketing, OMAHA PUBLIC POWER DISTRICT | 2017 – 2024

Pioneered the establishment of a new division from inception, establishing the key objectives while assembling a high-performing team. Successfully managed an annual budget of over $30 million, allocating resources thoughtfully to support strategic initiatives, product development endeavors and marketing campaigns.

- Orchestrated a strategic restructuring initiative, resulting in **$12 million in cost savings** through staff reduction and judicious outsourcing, optimizing operational efficiency while maintaining service standards.
- Achieved a remarkable **400% increase in customer acquisition** while elevating customer service scores to the top quartile, underscoring a commitment to customer satisfaction.
- Implemented growth marketing strategies resulting in significant improvements in click-through rates, time-on-page metrics and the release of new products and services, contributing to a **$10+ million annual increase in revenue**.
- Entrusted by the executive team and Board of Directors to lead a critical enterprise-wide initiative which resulted in a **comprehensive strategy and 30-year vision plus accompanying roadmap** aimed at enhancing loyalty and advocacy for the utility's brand and image.

Director, Product Marketing, LINCOLN FINANCIAL GROUP | 2016 – 2017

Engineered product marketing and growth strategies and initiatives for a diverse portfolio of employee benefits insurance products, driving innovation and market expansion initiatives. Leveraged competitive and market intelligence to create compelling marketing collateral. Orchestrated marketing campaigns and aligned resources and messaging.

- Engineered multichannel marketing plans, while leveraging nationwide educational and sales events to elevate customer awareness, resulting in **sales growth exceeding $5 million** across a suite of products.
- Led the creation of an industry-leading digital proposal system, educational roadshows and client tours, resulting in a remarkable **50% increase in sales closure rates** on new opportunities, while maximizing client engagement and elevating brand visibility.
- Transformed the company's reputation and image through a comprehensive brand project, making the insurance giant more relatable and engaging to customers, leading to a substantial **20% increase in Net Promoter Score (NPS)**.
- Selected as a standout among 100 representatives to contribute expertise to a cross-functional team dedicated to innovating and enhancing the customer experience across the organization, achieving **enterprise-wide culture change and the establishment of multiple personas and customer journey maps**.

Professional experience prior to June 2016 is available upon request.

KEY SKILLS

Brand Management | Competitive Analysis | Customer Acquisition | Customer Engagement | Digital Marketing | Go-To-Market Planning | Growth Marketing | Innovation | Market Research | Market Segmentation | Product Lifecycle Management | Product Marketing | Product Positioning | Public Speaking | Strategic Planning | Team Leadership

CERTIFICATIONS

Certified Product Manager, ASSOCIATION OF INTERNATIONAL PROUCT MARKETING & MANAGEMENT
Professional Certified Marketer, AMERICAN MARKETING ASSOCIATION

COMMUNITY & PROFESSIONAL AFFILIATIONS

Board Member & VP of Programming, AMERICAN MARKETING ASSOCIATION
Board Member & Chair of Marketing Committee, HEARTLAND FAMILY SERVICE
Executive Board Member, NEBRASKA ENERGY ALLIANCE

Michael Herzog, PE

402-670-0200   Mike.Herzog@ResilientElectricAnalytics.com

Education

2002 - 2007
University of Nebraska at Lincoln
BS Electrical Engineering
Discipline Focus: Semiconductor Materials and Devices

2014 - 2018
Creighton University
Master of Business Administration (MBA)
Graduated Summa Cum Laude
Member of Beta Gamma Sigma Honor Society

Professional Certifications

2011 - Present
· Professional Engineer (Nebraska E-13990)
· Google Data Analytics Certification
· University of Michigan Python Programming Certification
· Rice University Eng. Project Management Specialization
· University of Buffalo Solar Design Certification

Professional Affiliations

2010 - Present
Institute of Electrical and Electronics Engineers (IEEE)
Active member of the Nebraska Section and Region 4

2010 - Present
IEEE Power and Energy Society (PES)
Attendee of PES events. Supporting the Distribution Reliability Working Group

2011 - 2013
National Society of Professional Engineers (NSPE)
Past active member of the Nebraska Chapter of NSPE

Computer skills

Programming
Visual Basic, Functional SQL, Python, Beginning GeoJSON

Applications
Microsoft Office Suite, Tableau, Distribution Power Flow (Synergi and CYME), Transmission Power Flow (PSSE), Advanced Modeling (PSCAD)

Platforms
Customer Care and Billing Software, Outage Management Systems (OMS), Energy Management Systems (EMS/SCADA), Metering Software, Corporate Project Management Software, Corporate Budgeting

Course Instruction

2023 - Present
Distribution Reliability Fundamentals
Course presented through EUCI. Twice a year develop and teach a daylong instructional seminar on reliability metrics, outage causes, and mitigation strategies.

2024 - Present
Heat Pump Overview and Program Design
Course presented through EUCI. Twice a year develop and teach a daylong instructional seminar on heat pump technology, electrification, and developing adoption and incentive programs.

2024 - Present
EV Charging Patterns and Utility Demand Curves
Course presented through EUCI. Twice a year develop and teach a daylong instructional seminar on EV fundamentals, their charging characteristics, and how those apply to existing utility demand curves. Construct examples using actual EV specifications.

Professional Experience

I have spent my entire career in the electric utility industry with experience working for a public utility, engineering consultant, and as a business owner and developer. The first 15 years of my experience was with Omaha Public Power District (OPPD), culminating in a role as the Manager of Distribution Planning.

I have subsequently worked as a Principal Power System Studies Engineer with TRC Environmental, specifically in technical engineering evaluation of integrating distributed generation resources.

My current focus is on the development of my business, Resilient Electric Analytics, LCC. This requires the building of relationships with clients, performing technical studies and evaluations, and handling the day-to-day management of the business.

Electric Vehicles	• Local and regional trending and growth analysis • Power system impact modeling and mitigation planning • Weekly podcast contributor on EV trends with EV World News • Course instructor on EV impacts to the power grid • Content contributor and collaborator on EVWorld.com
Power System Studies	• Thermal and voltage analysis using modeling software • Locked rotor, power factor correction, volt/var optimization, flicker, transfer, dynamics • Renewable Generation impact analysis on transmission and distribution
Reliability	• Metric management and trending (SAIDI, SAIFI, CAIDI, MAIFI) • Advanced metric development and benchmarking (CEMI, CTAIDI, ASAI) • Subject matter expert in IEEE 1366 and IEEE 1782
System Operations	• Control room experience assessing real time system issues, recommending courses of action, and executing mitigations • Storm preparation and storm response. Development and facilitation of storm drill training scenarios
Asset Management	• Asset base identification and equipment data management • Probabilistic reliability-based improvement plans to prioritize inspections and replacements, methodology based on likelihood of failure, impact of failure, and time to restore • Vegetation management prioritization planning, modeling impacts of increased and decreased spend on reliability performance metrics
Generation, Transmission, and Distribution	• Near term, medium term, and long-term system improvement plan development • Capex and Opex budgeting • Integrated Resource Plan support and data model development
Fuels/Supply Chain	• Procurement support for long lead time items • Right sizing of minimum on hand quantities to support day to day operation and abnormal scenarios
Regulation/ Government	• High familiarity with FERC, NERC, Reliability Entities, and power market operation • High familiarity with grant funding available through government programs
Industry Trending	• Integration of renewable energy • AMI Metering use cases and value proposition • Energy Storage use cases and value proposition

120003 O5
Cost Sheet - Pricing Schedule

Home Energy Rebate Programs Applications and Implementation

Bidder Name: Power Delivery Systems, INC (PDS)

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	$500,000
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	$ 500,000.00
Enable NDEE's submission of the Market Transformation Plan.	Please reference Section 2.4 of the project plan for the specifics on the tasks that this will cover.	One-time payment upon US DOE approval of the Market Transformation Plan	$ 750,000.00
PART 2			
Establish HOMES Program delivery infrastructure.	Please reference Section 2.4 of the project plan for the specifics on the tasks that this will cover.	Monthly during Part 2 of the Statement of Needs	$ 500,000.00
Establish HEAR Program delivery infrastructure.	Please reference Section 2.4 of the project plan for the specifics on the tasks that this will cover.	Monthly during Part 2 of the Statement of Needs	$ 500,000.00
Deliver HOMES rebates to eligible recipients.	Please reference Section 2.4 of the project plan for the specifics on the tasks that this will cover.	Monthly during Part 2 of the Statement of Needs	$ 3,750,000.00
Deliver HEAR rebates to eligible recipients.	Please reference Section 2.4 of the project plan for the specifics on the tasks that this will cover.	Monthly during Part 2 of the Statement of Needs	$ 3,750,000.00
Enable NDEE's submission of quarterly reports to US DOE.	Please reference Section 2.4 of the project plan for the specifics on the tasks that this will cover.	Monthly during Part 2 of the Statement of Needs	$ 750,000.00
Enable NDEE's submission of program continuation applications to US DOE to unlock funding tranches 2-4.	Please reference Section 2.4 of the project plan for the specifics on the tasks that this will cover.	Payment upon US DOE approval of each continuation application	$ 550,000.00
Enable NDEE's submission of required report(s) at close-out of the programs.	Please reference Section 2.4 of the project plan for the specifics on the tasks that this will cover.	One-time payment upon U.S. DOE approval of the close-out report(s)	$ 500,000.00
Total Cost			**$ 12,050,000.00**

OTHER COSTS

(Bidder to fill in)	
Project Contingency	$ 2,000,000.00
(Bidder to fill in)	
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Other Costs	**$ 2,000,000.00**

TOTAL PROPOSAL AMOUNT

$ 14,050,000.00

Provide any additional pricing information on ways NDEE can realize additional savings through Bidder below:

Please see Section 2.4 of the project submittal for more detailed information around the specifics in these cost categories.