



Department of Water, Energy, and Environment

Opportunity for Nebraska: Reducing Emissions and Decarbonization (ONE RED) Ag Program

Request for Proposal Number: 124065 O5

February 23, 2026

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Full Value Agriculture, Inc.
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Omaha, NE 68124
www.aksarben.org/full-value-ag

February 23, 2026

Matthew Caddy, Procurement Contracts Officer
Nebraska State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Subject: RFP 124065 O5 NDWEE ONE RED Ag Program

Dear Mr. Caddy:

Full Value Agriculture, Inc. is pleased to present our proposal in response to RFP 124065 O5 for the Department of Water, Energy, and Environment's ONE RED Ag Program. This program represents a significant opportunity for Nebraska to connect practical farm management decisions with measurable environmental outcomes and new market opportunities.

Full Value Agriculture was created to design and operate exactly this kind of program—complex, multi-year initiatives that require coordination across producers, service providers, agencies, and federal partners. We are focused on execution: building relationships, operating discipline, and systems to move from program concepts to real and measurable outcomes for the state.

Full Value Agriculture is proud to strategically team with MillPont, Appsky, and Deloitte Consulting Services (collectively referred to as the Full Value Agriculture Team) to support NDWEE's launch and operation of this effort. Together, our team brings agricultural credibility, technology infrastructure, and grants administration experience required to deliver the ONE RED Ag Program in a way that is trusted by participants, efficient and effective, compliant, and adds value to all stakeholders.

MillPont provides breakthrough geospatial registry infrastructure and carbon intensity (CI) certification systems that help ensure secure, auditable data flows and market-credible claims for producers. MillPont's geospatial registry covers 1.6 billion acres (with 50 million acres claimed in regenerative ag programs) of working lands globally. Deloitte brings proven, large-scale grants administration systems and compliance experience to manage applications, payments, and reporting in line with state and federal requirements, including specifically with the U.S. Environmental Protection Agency (EPA).

What truly differentiates the Full Value Agriculture Team - and why the MillPont and Deloitte partnership matters to Nebraska: it's our ability to combine market integrity with administrative certainty.

A proven record of delivering large, outcome-focused programs: Too often, agricultural programs succeed on paper but fail in execution—either because compliance systems are too burdensome for producers, payment systems are not built for scale, or environmental claims lack the technical rigor to withstand regulatory or market scrutiny. The ONE RED Ag Program cannot afford those gaps. It must simultaneously:

- Position Nebraska producers for participation in CI, carbon, and emerging ecosystem service markets
- Generate defensible environmental outcomes
- Deliver timely, accurate payments to producers
- Protect taxpayer dollars
- Meet EPA compliance requirements

The Full Value Agriculture Team is structured to meet all of these demands.

A proven record of delivering large, outcome-focused programs is what differentiates the Full Value Agriculture Team. Administering a multi-million-dollar agricultural initiative requires managing financial, compliance, technology, market, and stakeholder risks simultaneously. The teaming between MillPont and Deloitte reinforces that both environmental integrity and public fund accountability are built into the program from day one - MillPont providing secure, geospatially verified infrastructure to protect the credibility of environmental outcomes, and Deloitte delivering tested grants administration and program integrity-ready controls to protect state and federal dollars. Combined with Full Value Agriculture's on-the-ground agricultural execution, this structure ensures the ONE RED Ag Program moves from concept to full operation with credibility, compliance, and measurable results - and continues running smoothly once deployed.

Administering a multi-million-dollar agricultural program requires an appreciation of the full range of risks, including financial, market, stakeholder, media, public policymaker perception, and technology risk. The Full Value Agriculture Team brings a seasoned and unmatched record of designing, implementing, and operating complex, statewide programs that will actually change farming practices and deliver results. Across agricultural, data, and federal grant efforts, our team has built secure systems, coordinated large partner networks, and moved significant dollars in ways that meet state and federal requirements. We understand how to take a program from concept to full operation—and keep it running smoothly once it's there.

Credibility with the stakeholders in this program depends on Trust: Programs like ONE RED succeed or fail based on trust. They require coordination among farmers and ranchers, service providers, agribusinesses, state agencies, and federal partners. Our team brings practical, working credibility across this entire network. We have worked with producers, collaborated with agencies, administered federal programs, and met the compliance and reporting standards required to keep those programs on track.

A Nebraska-rooted vision focused on real value for producers: Our collective team has delivered over 150 projects and administered \$2+ billion of funds for the State of Nebraska. Further, many members of this team grew up and still have family in Nebraska's small towns and farming communities. We know what it means when a program shows up in a producer's mailbox, and we know the difference between money that gets spent and investments that truly make a farm stronger. To us, success isn't just about moving dollars out the door – it's about helping producers build soil productivity, protect water resources, and open new market opportunities that add value to what they already grow. This program gives Nebraska a rare chance to create something lasting, and our team is committed to delivering results that endure well beyond the life of the grant.

Choosing a partner you know and trust, who has consistently delivered quality project outcomes on time and within budget is crucial to the success of this program. Our response is a celebration of our longstanding commitment to the State of Nebraska, and we appreciate the opportunity to submit this proposal and look forward to the possibility of working with NDWEE to implement a program that delivers real value for Nebraska producers and communities. If you have any questions or require additional information, please contact me at [REDACTED] or [REDACTED].

Sincerely,



T. Hank Robinson, Ph.D., J.D.
Executive Director



Corporate Overview

1. Corporate Overview

1.a. Bidder Identification and Information

Full Value Agriculture, Inc. (“Full Value Agriculture”) is a 501(c)(3) nonprofit organization focused on helping farmers, ranchers and feeders grow, profit and obtain competitive advantage by connecting their stewardship and continuously improving production practices to market demand for new agricultural-supply chains. Full Value Agriculture plays a critical role in bringing together the producers, methods, technologies, infrastructure and marketing expertise needed to cultivate a new value proposition for existing agriculture in Nebraska.

The Aksarben Foundation established Full Value Agriculture as an Initiative in January 2023 with the mission to “Connect Nebraska’s sustainably produced commodities with growing global-market demand”. Its vision: “Markets recognize Nebraska as the most sustainable ag-supply chain in the world”. The Aksarben Foundation moved to establish Full Value Agriculture, Inc. as an independent nonprofit organization to better align authority, accountability, and execution responsibility for long-term operational programs in Nebraska’s bioeconomy.

Full Value Agriculture is an execution-focused organization created to design and implement complex, multi-year agricultural and economic development programs that require regulatory compliance, data governance, and coordinated delivery across public, private, and nonprofit partners. The organization’s focus is the administration of data-driven incentive and grant programs aligned with State and federal priorities for agricultural competitiveness, emissions intensity, and market access.



Contractor Identification and Information (Table 1)

Name:	Full Value Agriculture, Inc.
Headquarters:	Omaha, NE
Entity organization: (corporation, partnership, proprietorship)	Nonprofit corporation (501(c)(3) (status pending)
State in which the bidder is incorporated or otherwise organized to do business	Nebraska (articles of incorporation in process)
Year in which the bidder first organized to do business	Full Value Agriculture was first established as an Aksarben Foundation Initiative in January 2023
Whether the name and form of organization has changed since first organized	The legal form of Full Value Agriculture has changed since first organized: The Aksarben Foundation moved to establish Full Value Agriculture, Inc. as an independent nonprofit organization.

Full Value Agriculture is strategically teaming with MillPont and Deloitte (collectively referred to as the Full Value Agriculture Team) for the ONE RED Ag program to bring a seasoned and unmatched record of designing, implementing, and operating complex, statewide programs that will actually change farming practices and deliver results. Across agricultural, data, and federal grant efforts, our team has built secure systems, coordinated large partner networks, and moved significant dollars in ways that meet state and federal requirements. We understand how to take a program from concept to full operation and keep it running smoothly once it’s there. **Our collective team has delivered over 150 projects and administered \$2+ billion of funds for the State of Nebraska.**



MillPont provides the foundational infrastructure states use to track and verify Carbon Intensity (CI) and other environmental outcomes at farm and facility level. Through geospatially linked digital deeds, MillPont connects environmental results directly to their point of origin - specific fields and production systems - creating clear, traceable records that move securely across markets and programs. At the center of this work is **MillPont Environmental Trust Infrastructure (METI™)**, a cloud-based network spanning **1.6 billion acres of working lands globally**, with 50 million acres claimed in regenerative ag programs, and connecting environmental registries, market programs, and government systems. MillPont's infrastructure is trusted by some of the largest companies in the world - including [REDACTED] - and by a growing number of state partners, including Colorado's first public-private grassland carbon program.

For states, launching a CI registry is not simply a technical exercise; it establishes the backbone for market participation, regulatory alignment, and long-term program credibility. Producer data must be protected, environmental outcomes must withstand audit and regulatory scrutiny, and claims must be interoperable across federal and voluntary markets. The system must scale across millions of acres while remaining practical for producers and manageable for agencies. Without proven infrastructure, states risk siloed systems that are costly to maintain, difficult to expand, and vulnerable to compliance and reputational risk.

MillPont licenses dedicated instances of METI™ to public and private sector partners, enabling them to operate CI registries with built-in geospatial verification, secure data exchange, boundary-level claim tracking, and interoperability with existing market programs. The state retains governance and oversight while operating on infrastructure already deployed at national scale and actively supporting live public-private environmental programs. By combining large-scale connectivity, institutional-grade trust architecture, and direct experience working alongside producers and biofuels operators, MillPont enables states to deploy CI registries that are credible in the marketplace, producer-centered in design, and durable over the long term.

MillPont's METI for a Biological Carbon Program

MillPont's METI used to launch the nation's first biological carbon program on public lands. This public-private partnership brings carbon market access to 2.8 million acres of state trust lands - positioning Colorado as a national leader in ecosystem services on working lands.

[Full article can be found here](#)

Deloitte. **Deloitte has served the State of Nebraska** for more than **20 years**, building on their 70-year local legacy of supporting the Nebraska community. Deloitte has a significant local presence and a national reach with extensive experience advising clients on highly complex federal grant programs, technology modernization and digital transformation projects, workforce development, cyber risk, and finance and compliance reporting.

Deloitte's commitment extends beyond client services; Deloitte is dedicated to making a meaningful difference in the lives of our communities through the **more than 30 Local Community Organizations and Boards** that Deloitte professionals belong to or actively support, including the Aksarben Foundation, United Way of the Midlands, Habitat for Humanity, Nebraska Chamber of Commerce. Deloitte is the recipient of the Governor's Wellness Award which demonstrates their commitment and dedication to incorporate a culture of health and wellness into the workplace.





Established in 1845, Deloitte has evolved into one of the world’s largest and most trusted professional services firms. Deloitte offers comprehensive consulting, advisory, audit & assurance, and tax services to clients across diverse industries with a U.S. workforce of over 180,000 professionals in 103 cities. As a major employer with 300 employees in Nebraska, Deloitte has a vested interest in accelerating Nebraska’s ability to efficiently administer the ONE RED Ag program that cultivates the adoption of Carbon Intensity scores and adoption of regenerative agriculture practices and precision agriculture technology.

1.b. Financial Statements



Statement of Activities (Income Statement) (Table 2)

\$ Thousands	2025	2024	2023
Program Income			
Donations / Fundraising			
Program expenses			
Personnel			
Contract Personnel & Services			
Advertising & Marketing			
Administrative			
Net Income			

Statement of Financial Position (Balance Sheet) (Table 3)

\$ Thousands	2025	2024	2023
Assets			
Liabilities			
Equity			
Total Liabilities and Equity			



1.c. Change of Ownership

The Aksarben Foundation established Full Value Agriculture as an Initiative in January 2023. The Aksarben Foundation moved to establish Full Value Agriculture, Inc. as an independent nonprofit organization to align authority, accountability, and execution responsibility for long-term operational programs.

Full Value Agriculture, Inc. is governed by an independent Board of Directors with fiduciary responsibility for organizational strategic direction and oversight. Day-to-day operations and execution authority resides with the President, who serves as the accountable executive responsible for contract performance, compliance, and coordination with State partners.

A change in organizational control occurred as part of the transition from an Initiative to an independent nonprofit organization. This change reflects formal establishment of a separate governing board and legal entity and was completed on February 19, 30, 2026.

1.d. Office Location

Full Value Agriculture, Inc., based in Omaha, NE, will be responsible for performance pursuant to the award of a contract with the State of Nebraska.

Office Location (Table 4)	
Name:	Full Value Agriculture, Inc.
Office Address:	2120 South 72nd Street, Ste. 800 Omaha, NE 68124
Contact Person & Title:	T. Hank Robinson, Ph.D., J.D. Executive Director
E-mail Address:	[REDACTED]
Telephone Number (Office):	[REDACTED]

1.e. Relationships with the State

Full Value Agriculture has not previously contracted with the State of Nebraska as a separate legal entity. Future Value Agriculture’s predecessor organization, Aksarben Foundation, has contracted with the State in addition to collaborating with State agencies for sustainable agriculture–related planning and strategy development. Table 5 below describes the Aksarben Foundation’s dealings with the State over the previous three years.

1.e.1 Aksarben Foundation Contracts and Sponsorships with State of Nebraska (Table 5)

Department or Agency	Description
Governor’s Policy Research Office	Agricultural Program Planning and Stakeholder Coordination Support [REDACTED] <i>Contract: Not Applicable</i>
Department of Economic Development	Intern Nebraska (InterNE) Grant Program [REDACTED] <i>Contract: 23-01-0244</i>
Department of Agriculture	Greenhouse Gas Emissions Study: Blonk Consultants Sponsorship [REDACTED]

Department or Agency	Description
Department of Water, Energy, and Environment	
<i>Contract: Not Applicable</i>	

Deloitte has built a strong reputation for delivering results and fostering trusted relationships across State agencies. Table 6 and 7 below describes Deloitte’s dealings – active contracts and completed contracts and sponsorships – with the State over the previous three years.

1.e.2 Active Deloitte Contracts with State of Nebraska (Table 6)

Department or Agency	Description
Department of Water, Energy, and Environment	Home Energy Efficiency Rebates (HOMES) and Home Electrification and Appliances Rebates (HEAR) Programs 
<i>Contract: 114994 O4</i>	
Nebraska Emergency Management Agency	Federal Emergency Management Agency Public Assistance 
<i>Contract: 20-NE-C19-SA and 95281 O4</i>	
Department of Administrative Services	Office of the Chief Information Officer 
<i>Contract: 114954 O4</i>	
Department of Health and Human Services	Data Management and Analytics 
<i>Contract: 78047 O4</i>	

1.e.3 Completed Contracts and Sponsorships with State of Nebraska (Table 7)

Department or Agency	Description
Sponsorships: Investing in Nebraska	<p>Governor’s Summit: Growing Nebraska Deloitte was a Sponsor of the 2025 Governor’s Summit hosted by the Departments of Economic Development and Agriculture held in Kearney. The summit focused on Nebraska’s workforce, manufacturing, and bioeconomy. The Governor’s Youth Summit enabled high school students to navigate their path to career success and connect with businesses to learn more about internships and career opportunities in Nebraska. <i>Contract: Not Applicable</i></p> <p>Nebraska Data & AI Summit Deloitte was a Sponsor of the 2025 Nebraska Data & AI Summit hosted by the Office of Chief Information Officer held in Omaha. The Nebraska Data and AI Summit brought together public sector leaders and industry experts to explore how data and artificial intelligence can transform public services, drive operational efficiency, and position the state as a national leader in technology. <i>Contract: Not Applicable</i></p> <p>Nebraska Employment eXploration & Transition (NEXT) Deloitte is a Sponsor and advocate of Nebraska NEXT, a statewide talent attraction strategy led by the Department of Economic Development and the Good Life is Calling campaign to connect people with purpose, place, and opportunity. Deloitte sponsored the Collegiate Talent Forum — an event that connects top collegiate talent with Nebraska’s thriving professional landscape. <i>Contract: Not Applicable</i></p>
Governor’s Office	<p>Nebraska Coronavirus Relief Funds (CRF) [REDACTED] <i>Contract: 20-NE-C19-SA</i></p> <p>Emergency Rental Assistance Program [REDACTED] <i>Contract: NE-21-0000-MSA-ERAP</i></p> <p>State Broadband Support [REDACTED] <i>Contract: 95281 O4</i></p>
Health and Human Services	<p>Child Care Stabilization Program [REDACTED] <i>Contract: NDAS-21-0000-MSA-HHSCC</i></p>

Department or Agency	Description
Economic Development	American Rescue Plan Act [Redacted] <i>Contract: 95281 O4</i>
Administrative Services	Accounting and Financial Reporting [Redacted] <i>Contract: 95281 O4</i>
Agriculture	American Rescue Plan Act [Redacted] <i>Contract: 95281 O4</i>
Labor	Audit Remediation and Annual Comprehensive Financial Report [Redacted] <i>Contract: 95281 O4</i> American Rescue Plan Act [Redacted] <i>Contract: 95281 O4</i>

1.f. Bidder’s Employee Relations to State

No Party mentioned in Full Value Agriculture’s proposal response is or was an employee of the State within the past twelve (12) months. No employee of any State agency is employed by Full Value Agriculture or is a subcontractor to Full Value Agriculture, as of the due date for proposal submission.

1.g. Contract Performance

No Party mentioned in Full Value Agriculture’s proposal response, including Full Value Agriculture Inc.’s predecessor organization Aksarben Foundation, has had a contract terminated for default during the past five (5) years.

1.h. Summary of Bidder’s Corporate Experience

The Full Value Agriculture Team has the technical experience and commitment to help NDWEE drive the success of the ONE RED Ag program. Tables 8-10 below provides a summary of our teams' experience with projects similar in size, scope, and complexity of the ONE RED Ag program.

1.h.1 Full Value Agriculture – Nebraska Governor’s Policy of Research Office (Table 8)

Client Name	State of Nebraska – Governor’s Policy Research Office Agricultural Program Planning and Stakeholder Coordination Support	
Time Period	October 2024 – November 2025	
Scheduled and Actual Completion Dates	The project was completed on time as scheduled and within the time period above.	
Scheduled/Actual Budget	\$500,000	
Responsibilities	[REDACTED]	
Customer Contact Information	[REDACTED]	
Contract Type	Prime	

1.h.2 Deloitte – State of Nebraska Grants Management Services (Table 9)

Client Name	State of Nebraska Comprehensive Grants Management Services	
Time Period	CARES: May 2020 – March 2022 ERAP: February 2021 – January 2023	Child Care: September 2021 – August 2023 ARPA: July 2022 – November 2023
Scheduled Date and Actual Completion Date	Each project was completed on time as scheduled and within the time period above.	
Scheduled/Actual Budget	CARES Act: \$10,900,000 ERAP: \$12,800,000	Child Care Stabilization: \$3,200,000 ARPA: \$3,300,000
Responsibilities	[REDACTED]	

[REDACTED]

- [REDACTED]
- [REDACTED]

[REDACTED]

- [REDACTED]

[REDACTED]

Customer Contact Information

[REDACTED]

Contract Type

Prime Contractor

1.h.3 MillPont - Colorado Grassland Carbon Program (Table 10)

Client Name	Colorado State Land Board (CSLB)
Time Period	December 2023 – Present
Scheduled and Actual Completion Dates	The project was completed on time as scheduled and within the time period above.
Scheduled/Actual Budget	\$172,600
Responsibilities	[REDACTED]

Customer Contact Information	
Contract Type	Professional Services Agreement – Phased Project Engagement with Annual Retainer and Platform Licensing and Subscription Agreement

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

Our proposed team of qualified professionals stand ready to support NDWEE throughout each stage of the program lifecycle. Our team will collaborate with NDWEE to successfully implement the agency's vision, drawing upon our extensive experience to maximize program success. We are committed to transparency with open and frequent communications with NDWEE and will work to proactively communicate risks and issues, mitigation strategies, and program achievements with NDWEE in a timely manner. By leveraging locally based resources alongside experts with extensive experience executing on bioeconomy projects across the country and supporting federal grant programs for other state governments, we will deliver a balanced approach that combines an intimate understanding of the program and its goals with a profound knowledge of the state's unique priorities and needs.

NDWEE, as the grant recipient, will provide program oversight authority, while collaborating with our program leadership team, to establish program rules, approve major program changes, approve final fund disbursements. The program leadership team will also look to collaborate with the Governor’s Water Quality and Quantity Task Force for stakeholder input, performance trend reviews, and grant priorities and potential program adjustments. This structure ensures accountability for technical performance while providing NDWEE the flexibility to retain control over program rules, eligibility, and final funding authorizations.

[REDACTED]

[REDACTED]

Each of the tasks in the Statement of Work has an identified leader, who will work with the broader project implementation team on task delivery. [REDACTED] serves as the QAPP lead, bringing experience with quality assurance for other EPA programs. [REDACTED], having advised other state federal grant programs, serves as an advisor to the program.

MillPont’s [REDACTED] will lead the development of the Ag Data Bank. Deloitte’s [REDACTED] leads the team for the digital interface for the Precision and Regenerative Agriculture grant programs. The Full Value Agriculture Team structure is depicted in Figure 1 below:

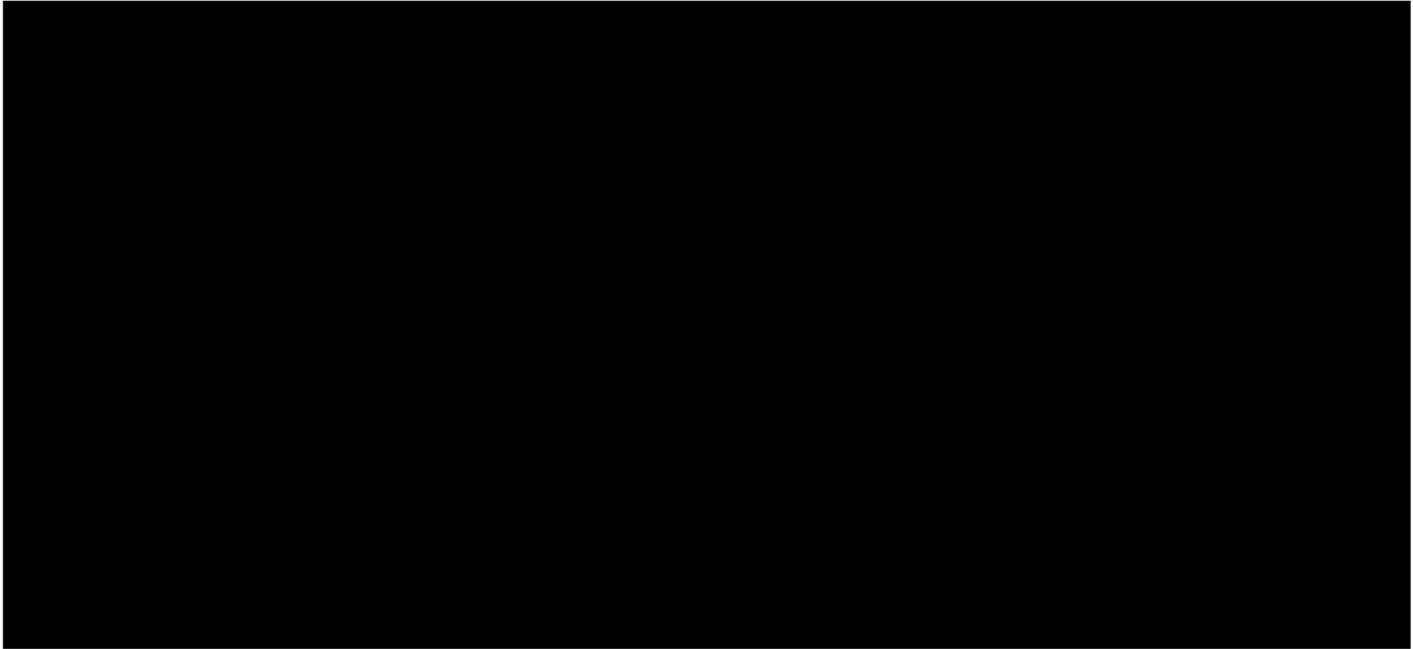
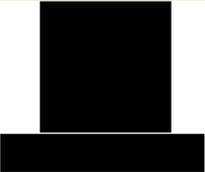
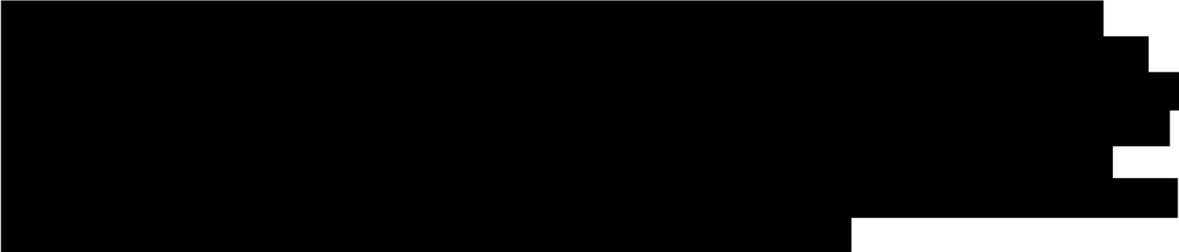
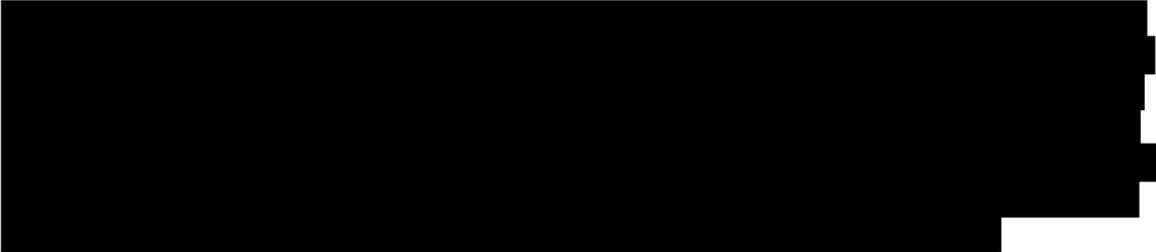


Figure 1 - Program Management Structure

The program leadership team will be supported by software engineers, developers, data analysts, grant managers, and subject matter advisors. A summary of the project leadership team can be found in Table X below, with resumes for the leadership team and support staff in Appendix 3.c. Resumes.

Table 11: Program Leadership and Team Leaders

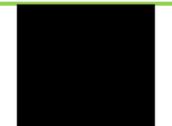
Program Leadership	
 Program Executive	
 Program Leader	
 Program Leader	

Program Task Leaders



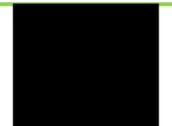
Ag Data Bank
Leader

[Redacted]



Grants Program
Digital Interface
Leader

[Redacted]



QAPP Leader

[Redacted]



Federal Program
Grants Advisor

[Redacted]

1.j. Subcontractors

MillPont is a leading environmental data infrastructure company covering over 1.6 billion acres globally (50 million acres claimed in regenerate ag programs). MillPont focuses on bringing a common layer of trust to environmental data across value chains, including agriculture. Its capabilities in privacy-preserving geospatial boundary exchange, tamper-resistant digital deeds/source-ledger records, and auditable claim identifiers position MillPont to lead the delivery of the **Carbon Intensity (CI) Data Bank/registry**. MillPont will subcontract with a Nebraska-based software development agency, **Appsky**, to support the API infrastructure and integrations. Appsky is a product-focused agency that specializes in custom software development, creative design, and business consulting for new software products and legacy system modernization. Nebraska lottery has worked with Appsky since 2021 to develop, deploy, and maintain the Nebraska Lottery Mobile application that is currently used by over 40,000 users each month. In 2024, Appsky worked with Nebraska Lottery to modernize the technology stack with an app redesign and infrastructure update.

Deloitte as a global professional services firm has strengths in large-scale **systems integration, controls/compliance, and run/operate** models, capabilities that align to leading **payment processing integration, system validation/quality assurance** including conformance to NDWEE’s **Quality Assurance Project Plan (QAPP)**, and ongoing **operation of the grants digital interface** (solicitations, applications, selection, disbursement, monitoring, reporting). Deloitte’s client-tested climate action services, along with a track record of successfully aligning public sector goals with private sector innovations and financing, means that Deloitte is the partner of choice to help create a cleaner, more secure, and resilient future that benefits citizens. Deloitte’s Sustainability practitioners are at the forefront of top trends and issues in the field, inspiring **thoughtful, strategic, and human-centered action** that helps organizations understand how to put what is good and equitable for people and planet at the core of decisions to advance a prosperous and sustainable future. Table 12 outlines Full Value Agriculture’s Subcontractors and supporting information

Subcontractor Performance Information (Table 12)		
Name, address, and telephone number:	MillPont 666 Grand Ave, Ste 2000 Des Moines, Iowa 50309 (515) 371-7915	Deloitte 1100 Capitol Avenue, Suite 300 Omaha, NE 68102-1113 (402) 346-7788
Specific tasks:	Ag Data Bank <ol style="list-style-type: none"> System Design and Development (including integration of cropping data and a scenario modeling tool) Data Security and Privacy System Validation and Quality Assurance User Training and Support Data Reporting, Analytics, and Evaluation Maintenance and Updates 	Ag Grants Digital Interface <ol style="list-style-type: none"> System Design and Development Data Security and Privacy Payment Processing Integration (Ag Data Bank and Digital Interface) System Validation and Quality Assurance (QAPP Review for Ag Data Bank and Digital Interface) User Training and Support Data Reporting, Analytics, and Evaluation Maintenance and Updates
Percentage of performance hours intended for the subcontract:	~27% of total contract performance hours	~25% of total contract performance hours
Total percentage of subcontractor performance hours:	[REDACTED]	[REDACTED]

A sunset over a large body of water, likely a bay or estuary, with a marshy foreground. The sun is low on the horizon, casting a golden glow across the sky and water. The foreground is filled with dark, silhouetted vegetation, possibly reeds or grasses, which are slightly out of focus. The overall scene is serene and natural.

Technical Response: Project Description and Scope of Work

2. Technical Response

2.a. Understanding of the Project Requirements

The Full Value Agriculture Team shares NDWEE's vision of creating a Nebraska-specific ecosystem that helps growers improve yields and stewardship

[Redacted]

The Full Value Agriculture Team has a deep understanding of the complexities of implementing large-scale grant programs and specifically this EPA funded environment program.

[Redacted]

Table 13: Achieving Program Outcomes – Impact for Stakeholder, Predictability, and Transparency

NDWEE's Program Outcomes	How the Full Value Agriculture Team will support NDWEE to achieve these outcomes ...
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Fundamental to our approach, the differentiators below make the Full Value Agriculture Team uniquely qualified to support and collaborate with NDWEE to design and implement the ONE RED Ag Program for Nebraska.

What Differentiates the Full Value Agriculture Team that Drives Value

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

2.b. Proposed Development Approach

The Full Value Agriculture Team [REDACTED]

[REDACTED] We have crafted this approach through our team’s combined experience in environmental and agricultural data infrastructure and administering over 150 projects and administered \$2+ billion of funds for the State of Nebraska. We will be thoughtful in our deployment of this approach to enable right-sized collaboration with NDWEE and flexibility as EPA’s requirements mature and to incorporate the State of Nebraska’s input into the design and implementation of the ONE RED Ag program.

[REDACTED]

[REDACTED]

Figure 2 - Core Capability Areas

2.b.1 [REDACTED]

This program depends on a secure, efficient technology foundation that can store CI score data, enable approved third-party uploads via an application programming interface (API), capture producer consent, and support incentives and grant workflows with high availability. [REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

2.b.2 [Redacted]

[Redacted]

1. [Redacted]

2. [Redacted]

3. [Redacted]

[Redacted]

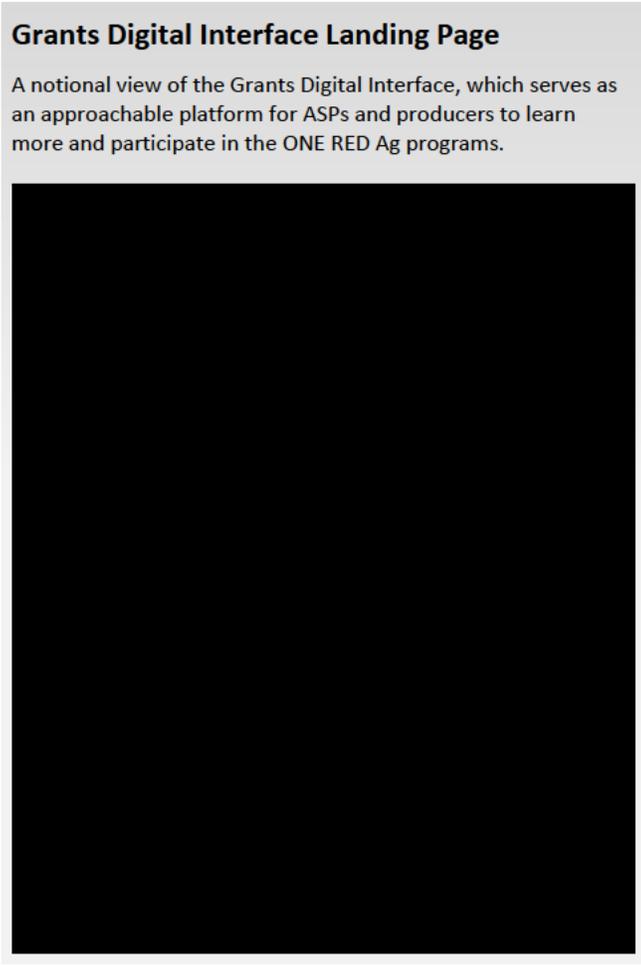


Figure 3 – Notional view of Grants Digital Interface Landing Page

Resource Library

A notional view of the resource library available on the Grants Digital Interface landing page, which serves as an approachable platform for ASPs and producers to learn more about the programs and provide targeted program communication updates.

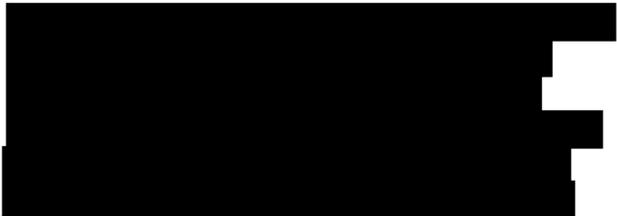
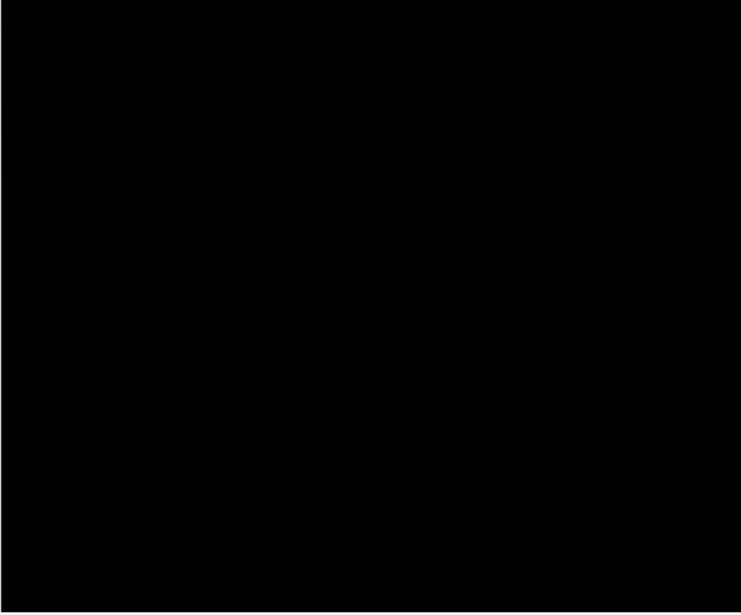
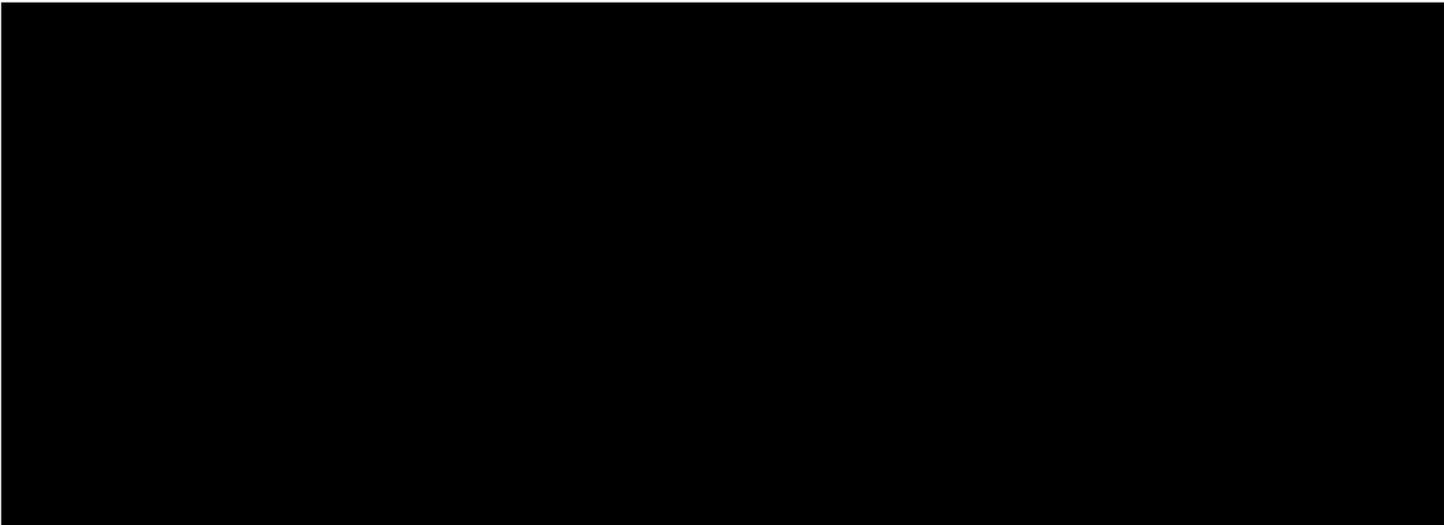


Figure 4 – Notional view of Resources Page on Grants Digital Interface



Table 14: [Redacted]



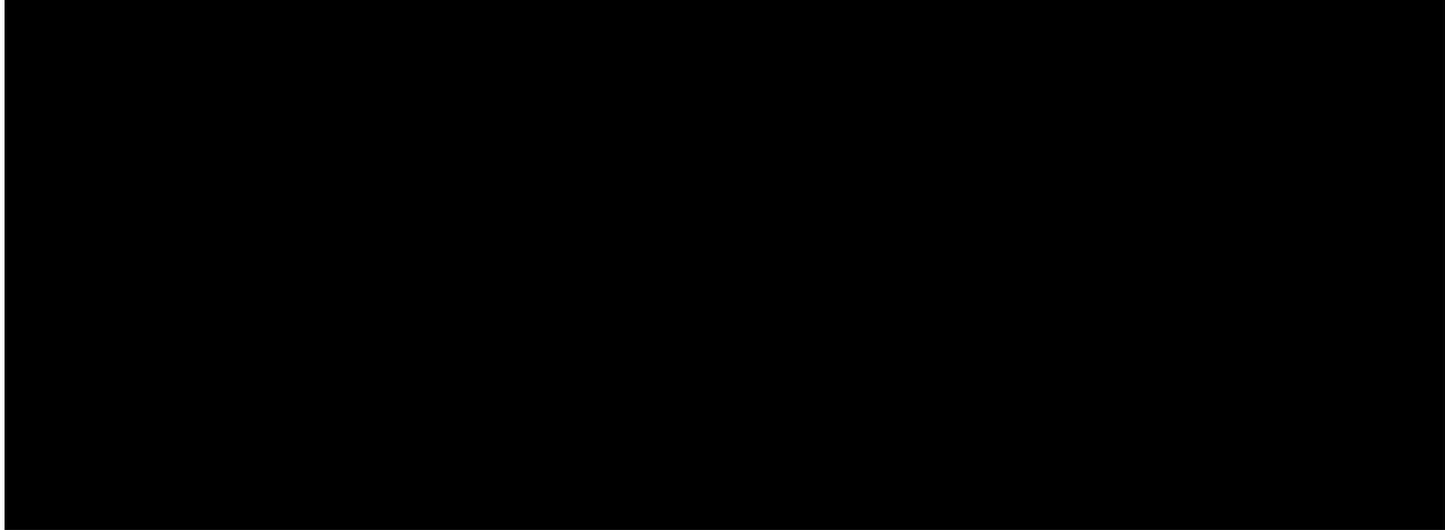


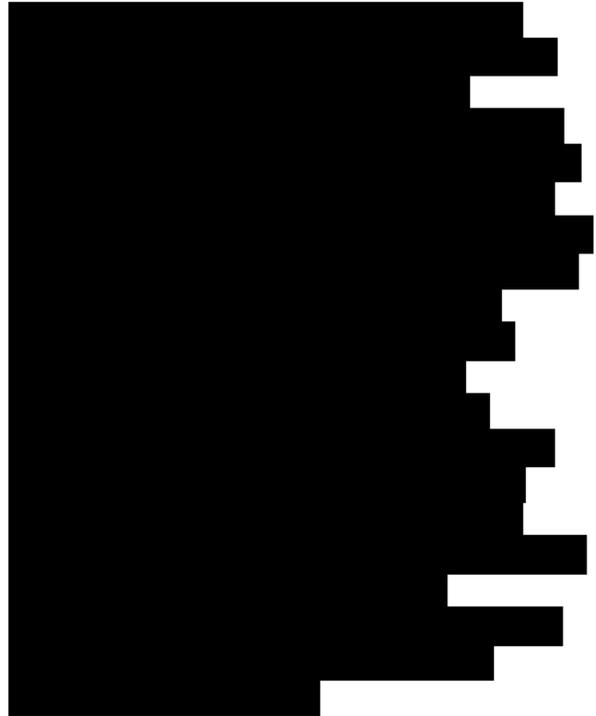
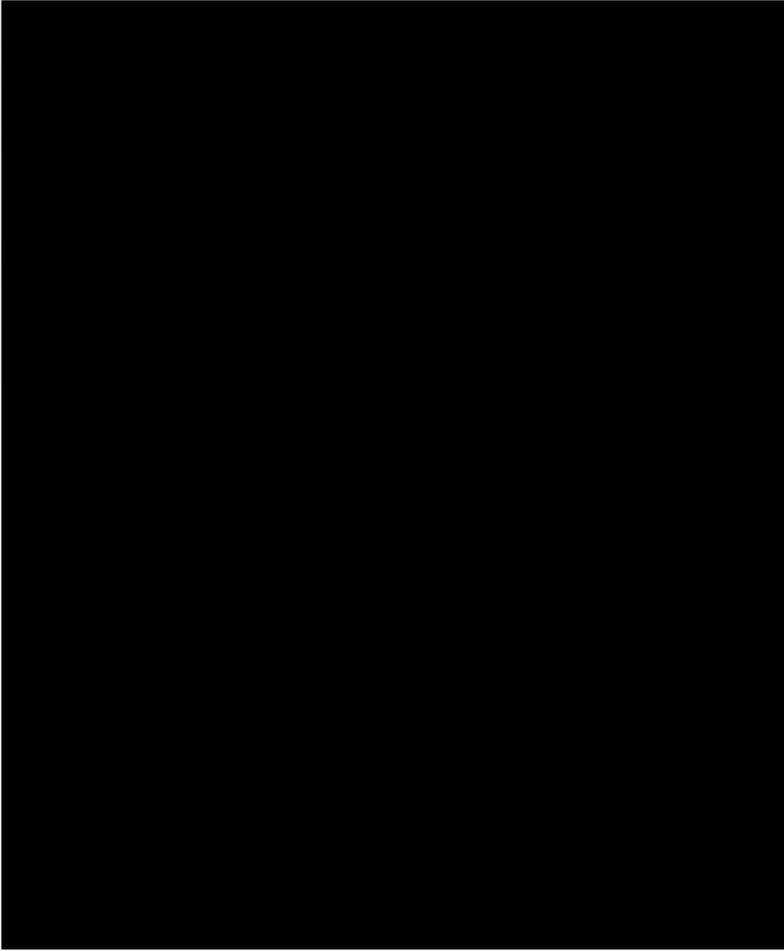
Table 15: [Redacted]

A large, solid black rectangular redaction covers the entire table area, obscuring all data and structure.

2.b.3 [Redacted]

Grant Application Portal

A notional view of the landing page for potential applicants with step-by-step instructions on how to participate in the grant programs and eligibility requirements for producers.



2.b.4 [Redacted]



Figure 5 – Notional view of Grant Structure on Grants Digital Interface



2.c. Technical Requirements (See Attachment A)

Please refer to **Attachment A: Technical Requirements**. The graphic below illustrates [Redacted]



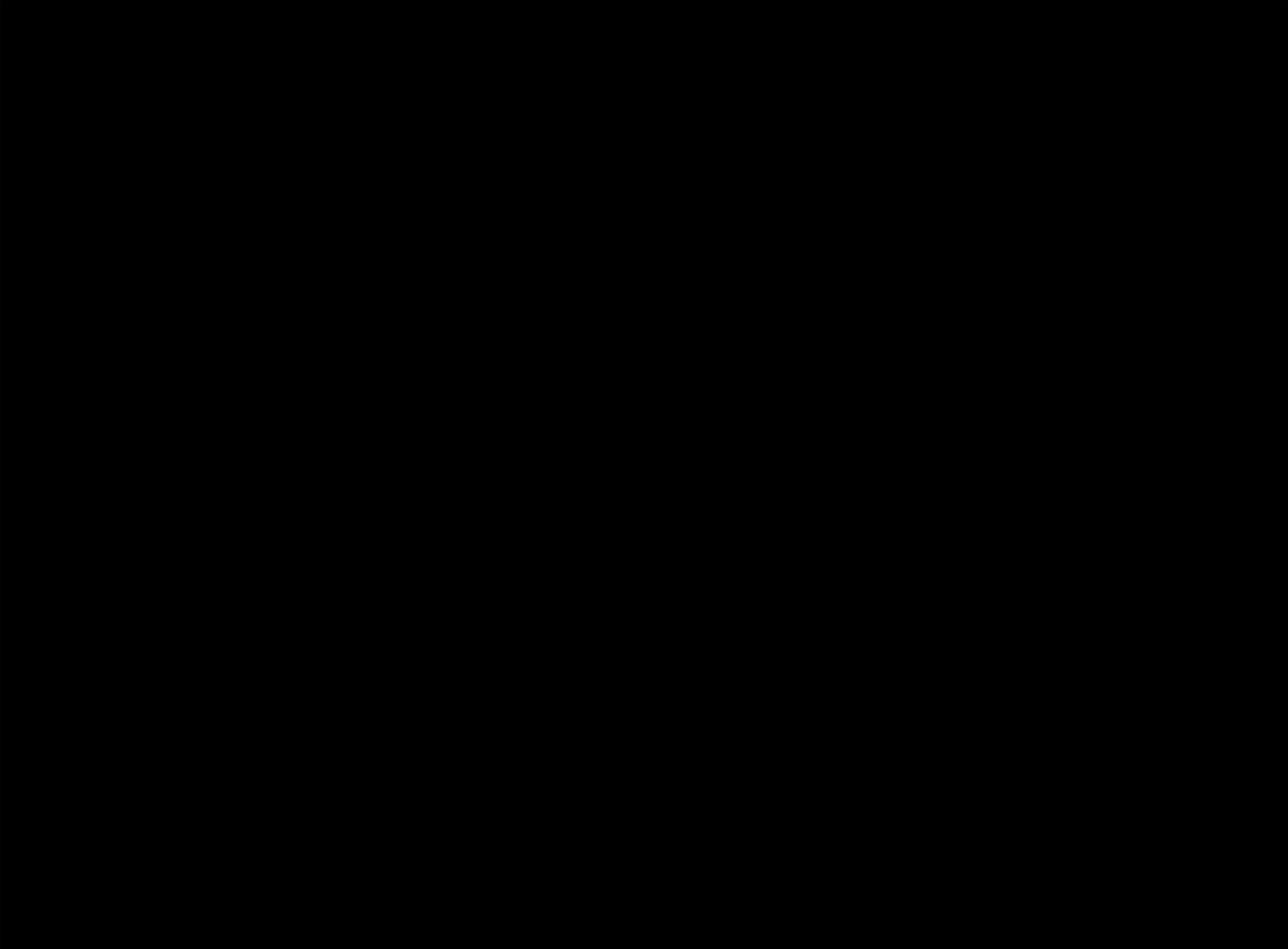


Figure 6 - Project Approach



2.d. Detailed project work plan; including milestones and associated timeframes

The Full Value Agriculture Team has developed an integrated roadmap for designing, deploying, adopting, and operating NDWEE's Carbon Intensity (CI) Data Bank and Precision/Regenerative Agriculture Grants Digital Interface, and program operations.

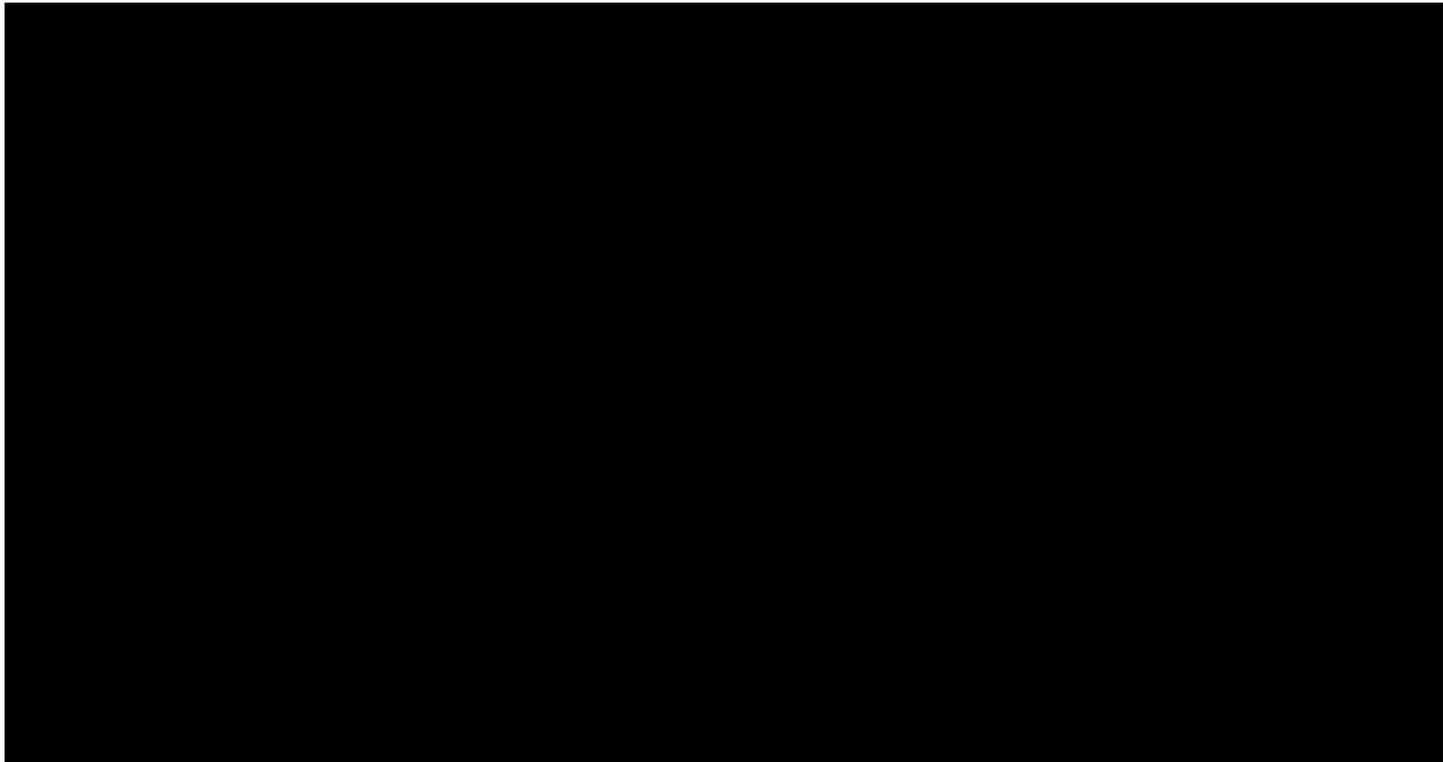


Figure 7 - Program Workplan

2.d.1 [Redacted]

[Redacted]

Table 16: [Redacted]

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2.d.2 [Redacted]

[Redacted]

Table 17: [Redacted]

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2.d.3 [Redacted text]

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Table 18: [Redacted text]

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2.d.4 [Redacted]

[Redacted]

Table 19: [Redacted]

[Redacted Table Content]

[Redacted]

[Redacted]

[Redacted]

Conclusion

[Redacted]



Appendix



3. Appendix

3.a. Contractual Agreement Form

CONTRACTUAL AGREEMENT FORM	
BIDDER MUST COMPLETE THE FOLLOWING	
<p>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.</p>	
<p>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.</p> <p>____ 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).</p> <p>____ 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.</p> <p>____ 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.</p>	
THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN	
COMPANY:	Full Value Agriculture, Inc.
ADDRESS:	225 S. 72 nd St., St. 800, Omaha, NE 68124
PHONE:	[REDACTED]
EMAIL:	[REDACTED]
BIDDER NAME & TITLE:	T. Hank Robinson, Ph.D., President
SIGNATURE:	[REDACTED]
DATE:	2/22/2026
VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)	
NAME:	
TITLE:	
PHONE:	
EMAIL:	

3.b. Project Assumptions

Program Management

- [Redacted]

Technology Deployment

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

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

General

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

3.c. Resumes



T. Hank Robinson
Full Value Agriculture, Executive Director

Experience that Matters

- Executive leadership of \$300M+ federally funded initiatives
- Extensive experience with EPA, state agencies, legislatures, and governors' offices
- Grants design, competitive proposal development, and program implementation
- Economic development, workforce strategy, and agriculture sustainability
- Higher education governance, accreditation, and enterprise systems
- Budget oversight

Education

Ph. D. in Criminology and Criminal Justice, University of Nebraska Omaha

J.D., University of Nebraska College of Law

B.S. in Biopsychology, Nebraska Wesleyan University

Overview

Hank Robinson is a senior executive and policy leader with more than two decades of experience spanning economic development, higher education, criminal justice, and largescale public sector transformation. He has led competitive federal grant efforts resulting in historic awards, advised governors and legislatures on policy and budget strategy, and built data driven organizations focused on performance, accountability, and long-term sustainability.

Relevant & Related Program Experience

Aksarben Foundation – Full Value Ag Initiative

Led the development of a successful \$307 million EPA proposal, outperforming 44 states and more than 100 municipalities. Built coalition support from organizations representing approximately 90 percent of Nebraska agricultural producers, advancing economic pathways to improve agricultural profitability, sustainability, and resilience.

[Redacted]

[Redacted]

References

[Redacted]

[Redacted]

[Redacted]



Dominic Sutton-Vermeulen
MillPont, Co-Founder and CEO

Experience that Matters

- Advisor & Collaborator on USDA-Funded Climate-Smart Commodity Programs
- Environmental Markets Research & Policy Engagement
- Ag-Carbon, Water Quality & Ecosystem Services Finance
- Federal Program Delivery
- ESG Product Development & Impact Investment
- Regenerative Agriculture Program Design
- Data Platforms for Monitoring, Reporting & Verification (MRV)

Education

Master of Science, Energy Policy & Climate, Johns Hopkins University

Bachelor of Business Administration, Economics

Bachelor of Science, Spanish, University of Iowa – Tippie College of Business

Barcelona, Spain
Advanced Spanish Studies Program, Universitat Pompeu Fabra

Overview

Founded and lead MillPont to design and deploy scalable infrastructure to enable ag-carbon and ecosystem-service financial solutions. Oversee strategic growth, investor relations, and partnerships with agribusiness and financial institutions. Lead R&D of proprietary data platforms and monitoring infrastructure supporting regenerative agriculture portfolios and environmental asset development.

Relevant & Related Program Experience

MillPont, Co-Founder and CEO

Founded and lead MillPont to design and deploy scalable ag-carbon and ecosystem-service infrastructure to enable ag-carbon and ecosystem-service finance solutions. Oversee strategic growth, investor relations, and partnerships with agribusiness and financial institutions. Lead R&D of proprietary data platforms and monitoring infrastructure supporting regenerative agriculture portfolios and environmental asset development.

[Redacted]

[Redacted]

[Redacted]

References

[Redacted]

[Redacted]

[Redacted]



Jeff Harrison
Deloitte, Senior Manager

Experience that Matters

- 5+ years as Nebraska Services Leader
- Relationships across Nebraska Agencies
- Financial and Grants Management
- Program Risk Management
- Audit support

Education

Bachelor of Science in Business Administration, Accounting, University of Nebraska – Omaha

Master of Business Administration, University of North Carolina – Chapel Hill

Certifications

- Certified Public Accountant (CPA) Licensed in Nebraska and Virginia
- Chartered Global Management Accountant (CGMA)
- Certified Internal Auditor (CIA)
- Certified Technology Business Management Executive (CTBME)

Overview

Jeff has twenty years of financial and cost analytics experience supporting large financial management projects for Government & Public Services clients,

Relevant & Related Program Experience

Deloitte & Touche LLP

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

References

[Redacted]

[Redacted]

[Redacted]



Austin Arrington
MillPont, Chief Technology Officer

Experience that Matters

- Digital Platform Architecture for Environmental Markets
- Data Engineering, Data Science & Machine Learning
- ESG, Environmental Science & Geospatial Analytics
- Monitoring, Measurement, Reporting & Verification (MMRV / MRV) Systems
- Agile Product & Program Management
- Environmental Sensors, IoT & Field-Level Data Integration
- Cloud-Based Software Development & APIs

Education

Master of Science, Environmental Science, SUNY College of Environmental Science & Forestry

Master of Arts, Bioethics, New York University

Bachelor of Arts, English, Pennsylvania State University

Overview

Technology executive and product leader with deep experience designing and delivering data-driven platforms at the intersection of environmental science, ESG, and digital infrastructure. Proven ability to translate complex environmental and geospatial data into scalable software systems that support monitoring, verification, and decision-making. Brings a strong blend of technical leadership, applied data science, and agile product management to advance climate, sustainability, and environmental-outcomes initiatives.

Relevant & Related Program Experience

MillPont – Chief Technology Officer

Lead technology strategy and platform development for environmental outcomes and ecosystem services. Developed a geospatial clearinghouse supporting environmental data integration, analytics, and reporting across climate and sustainability initiatives. Oversee software architecture, data engineering, and applied analytics supporting regenerative and environmental market use cases.

[Redacted]

[Redacted]

[Redacted]

References

[Redacted]

[Redacted]

[Redacted]

Deloitte, Senior Manager

Experience that Matters

- Digital Government Transformation Leadership
- Statewide Citizen & Business Portals
- Program & Product Ownership
- Agile Delivery & Go-Live Orchestration -Live Orchestration
- Platform Modernization & Operating Models
- Federal & State Grants and Assistance Programs

Education

Louisiana State University, MBA, International Business

University of Central Florida, B.S., Business Administration, Concentration in Real Estate

Certifications

Project Management Professional (PMP)

Overview

[Redacted]

Relevant & Related Program Experience

Deloitte Consulting LLP

[Redacted]

[Redacted]

[Redacted]

References

[Redacted]

Experience that Matters

- Argonne GREET data sets and modeling
- QA experience for EPA-funded programs, including development of QAPPs aligned to EPA requirements and QA principles
- Grants program design and implementation guidance for EPA initiatives
- GHG inventory and modeling delivery leadership

Education

PhD, Chemical Engineering, The University of Texas at Austin

MS, Chemical Engineering, The University of Texas at Austin

BS, Chemical Engineering, Rice University

BA, Political Science, Rice University

Overview

[Redacted]

Relevant & Related Program Experience

Deloitte Transactions and Business Analytics LLP

[Redacted]

[Redacted]

[Redacted]

References

[Redacted]

Experience that Matters

- Carbon emissions measurement and accounting
- Carbon markets
- Federal grants management and reporting
- Land use and water management program design
- Stakeholder engagement
- Monitoring and evaluation and impact measurement
- Quality management planning and quality assurance planning

Education

University of Maryland, M.B.A.

University of Maryland, M.P.P.

Hobart and William Smith Colleges, B.A. in Political Science and Public Policy

Overview

[Redacted text]

Relevant & Related Program Experience

Deloitte Consulting LLP

[Redacted text]

[Redacted text]

[Redacted text]

[Redacted text]

References

[Redacted text]

[Redacted text]

[Redacted text]

Experience that Matters

- 8+ years of web and software development experience with deep specialization in ServiceNow
- ServiceNow administration and development across multiple state and local government clients
- Implemented solutions for State of Nebraska
- End-to-end delivery ownership (architecture through Hyper-Care and operations & maintenance (O&M))
- Grants Management experience for the State of Nebraska

Education

Continuing Education, University of Central Florida

Certifications

- Service Now Certified System Administrator (CSA)

Overview

[Redacted]

Relevant & Related Program Experience

Deloitte Consulting LLP

[Redacted]

[Redacted]

References

[Redacted]

Experience that Matters

- 9+ years software engineering experience specializing in ServiceNow, JavaScript, and .NET
- 4+ years as a Solution Manager leading multi-disciplinary teams to architect and deliver government solutions
- Grants management solutions with ServiceNow Customer Service Management (CSM)
- Strong Agile/Scrum delivery

Education

Full Stack Web Development, University of Central Florida

Certifications

- ServiceNow Certified System Administrator (CSA)
- ServiceNow Certified Application Developer (CAD)
- ServiceNow Certified Implementation Specialist – Customer Service Management (CIS-CSM)

Overview

[Redacted]

Relevant & Related Program Experience

Deloitte Consulting LLP

[Redacted]

Previous Experience

[Redacted]

[Redacted]

[Redacted]

References

[Redacted]

[Redacted]

[Redacted]



Spencer Robinson
Appsky, Owner and CTO

Experience that Matters

- 7+ years leading multi-sector software platform development
 - Proven track record building systems funded by the DED and EPA
- End-to-end program execution from requirements to operations

Education

Bachelor of Science, IT Innovation, Minors in Entrepreneurship and Computer Science, University of Nebraska at Omaha

Awards

- NBDC Champion of Small Business 2021
- SBA State Small Businessperson of The Year 2022
- Midlands Business Journal 40 under 40

Overview

Spencer is a technology leader and entrepreneur with over eight years of experience delivering innovative software solutions across healthcare, agriculture, government research, and education sectors. As CTO of Appsky since 2018, he has led development teams in creating custom platforms for clients ranging from startups to enterprise organizations. His background spans government-contracted research for the Department of Defense, technical education, and entrepreneurial ventures in both web development and digital assessment tools.

Relevant & Related Program Experience

Appsky – Owner and Chief Technology Officer

Leads teams delivering custom software across healthcare, agriculture, manufacturing, nonprofit, and enterprise sectors. Architects standardized, secure infrastructure for rapid deployment and compliance. Delivers solutions spanning COVID-19 screening, air-quality monitoring, process automation, cancer research, transplant coordination, and pain management. Designed and executed dozens of projects funded by Department of Economic Development and Environmental Protection Agency grants.

[Redacted]

[Redacted]

[Redacted]

References

[Redacted]

[Redacted]

Experience that Matters

- Federal Grant Management
 - Regenerative Agriculture Background
 - Digital Ag Platform & Data Interoperability Expertise
- Participatory Design Facilitator Agile Delivery in Government & Public Sector Programs

Education

Bachelor of Science Agricultural Economics, University of Nebraska, Lincoln

Management Essentials Certificate, Harvard Business School Online

Service Leadership

- Appalachian Sustainable Development, Board Member, Dec. 2024-present
- Field to Market Alliance, Verification Committee Co-Chair, April 2019-Feb. 2020
- Gallatin Valley Land Trust, Next Generation Advisory Board Member

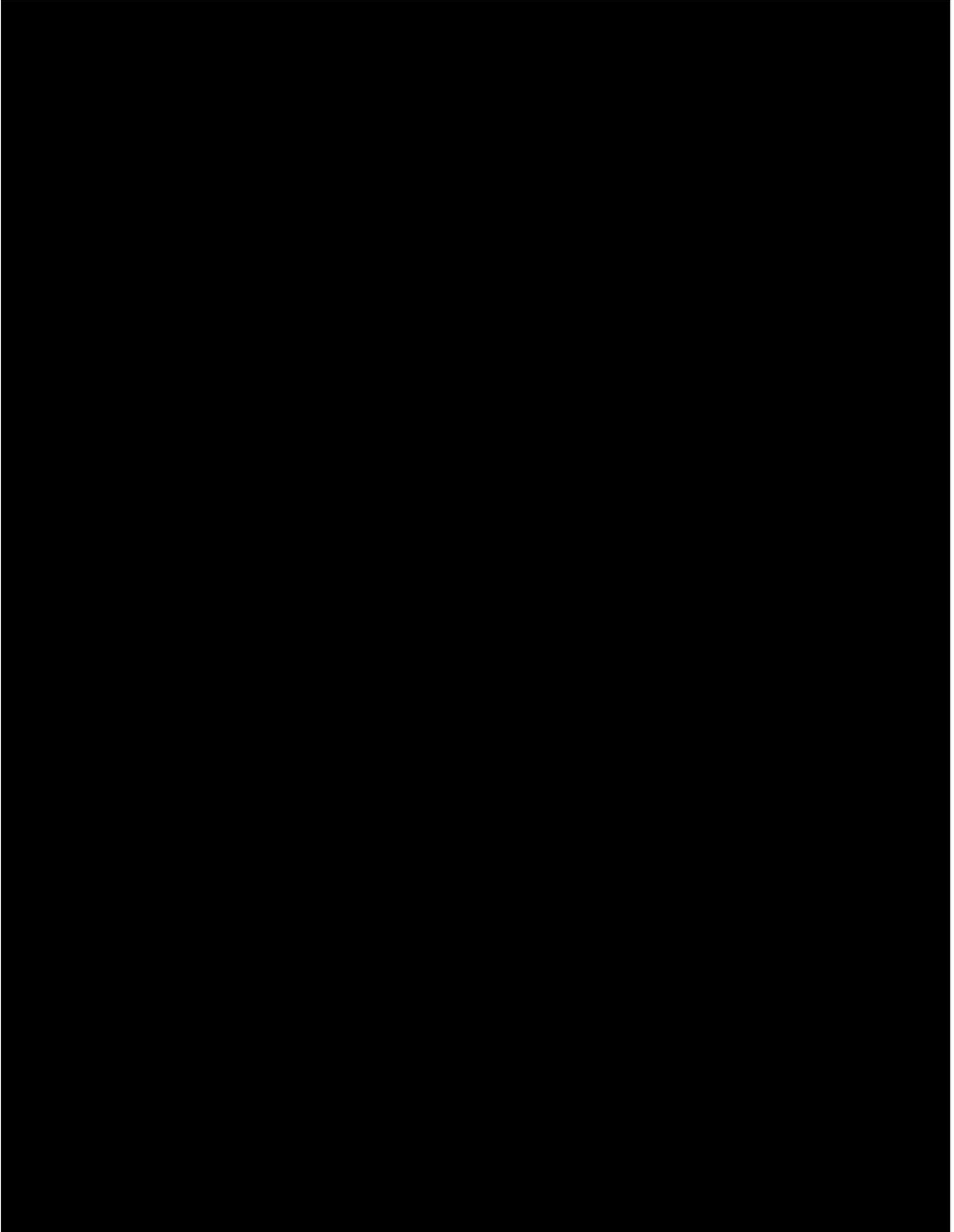
Overview

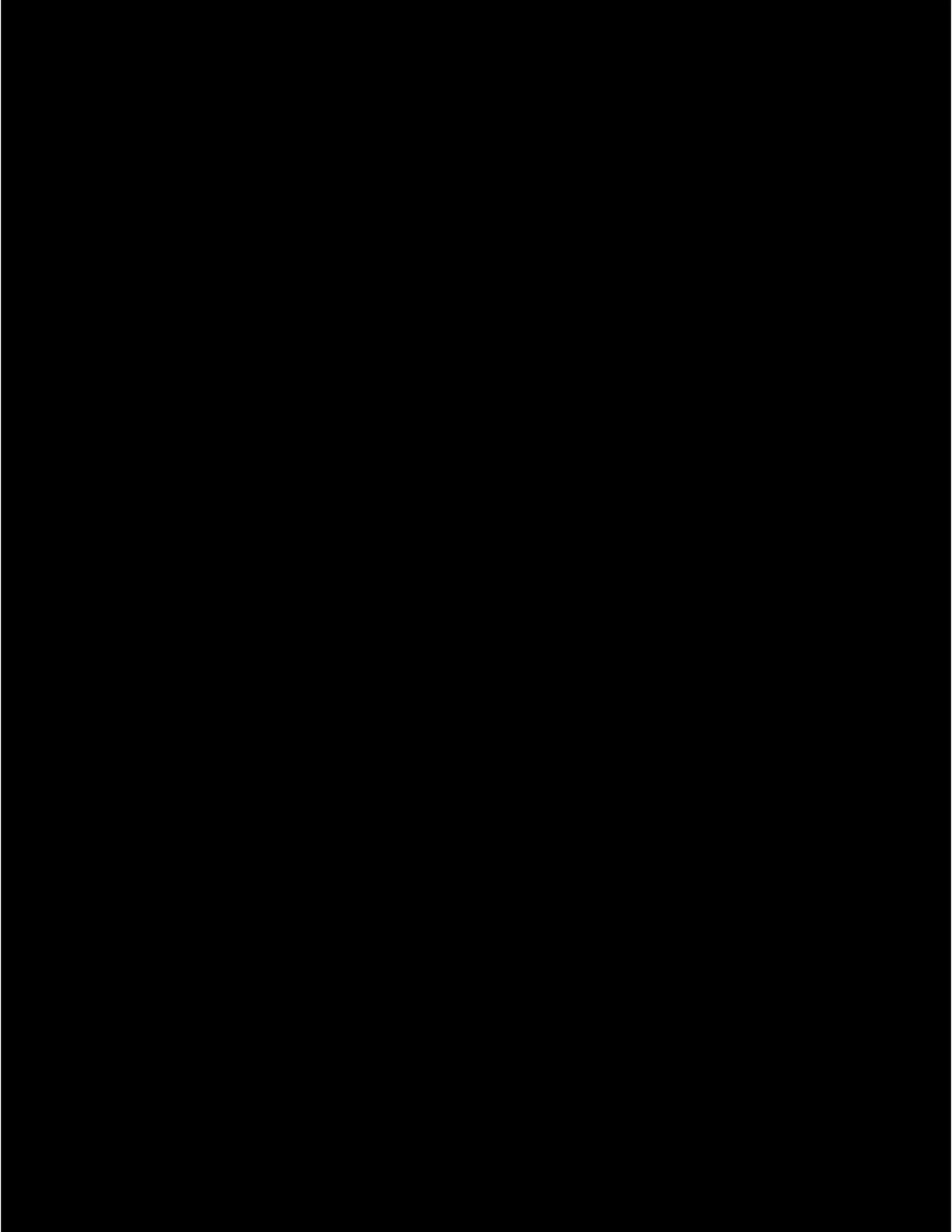
Relevant & Related Program Experience

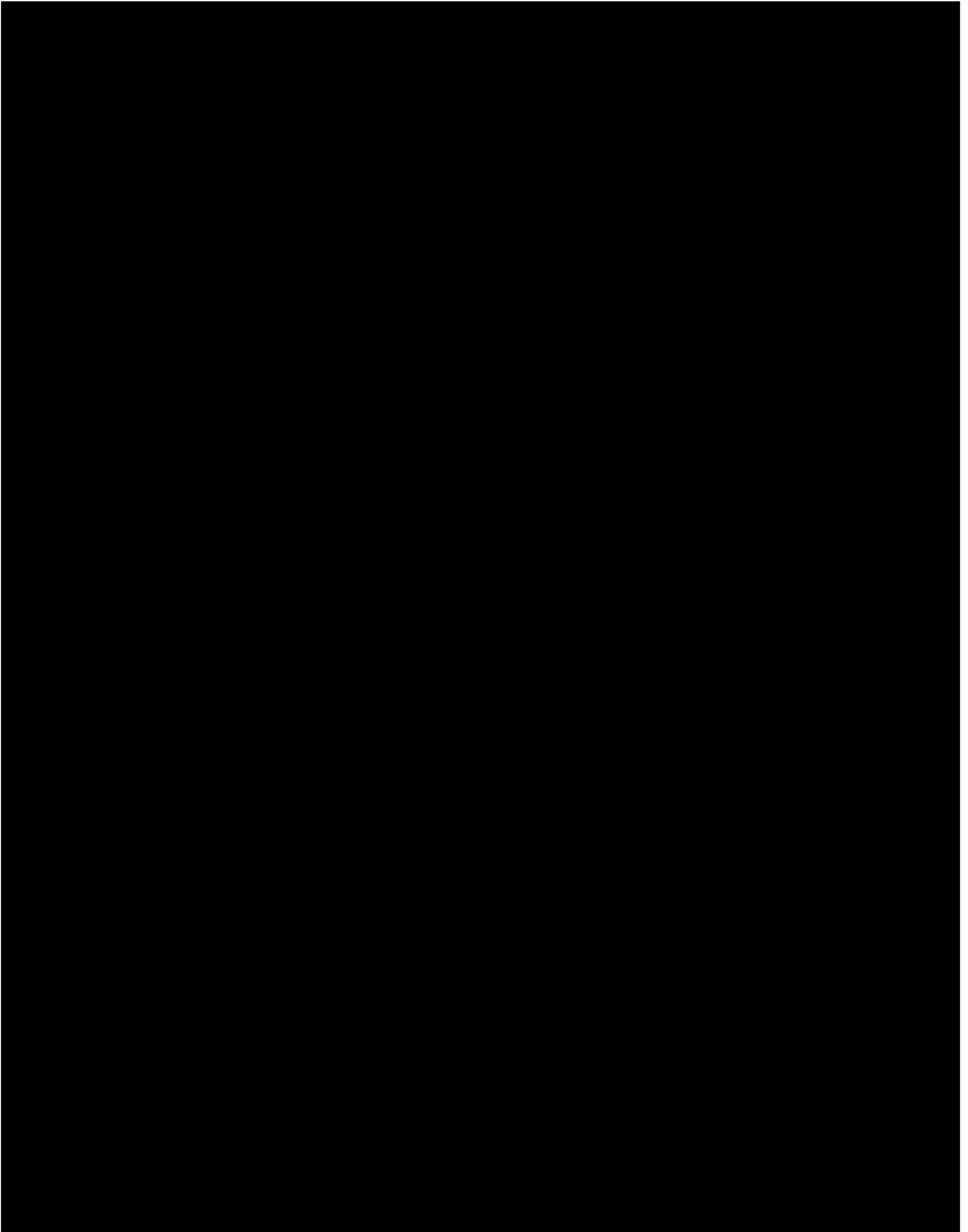
MillPont – Head of Community & Senior Advisor

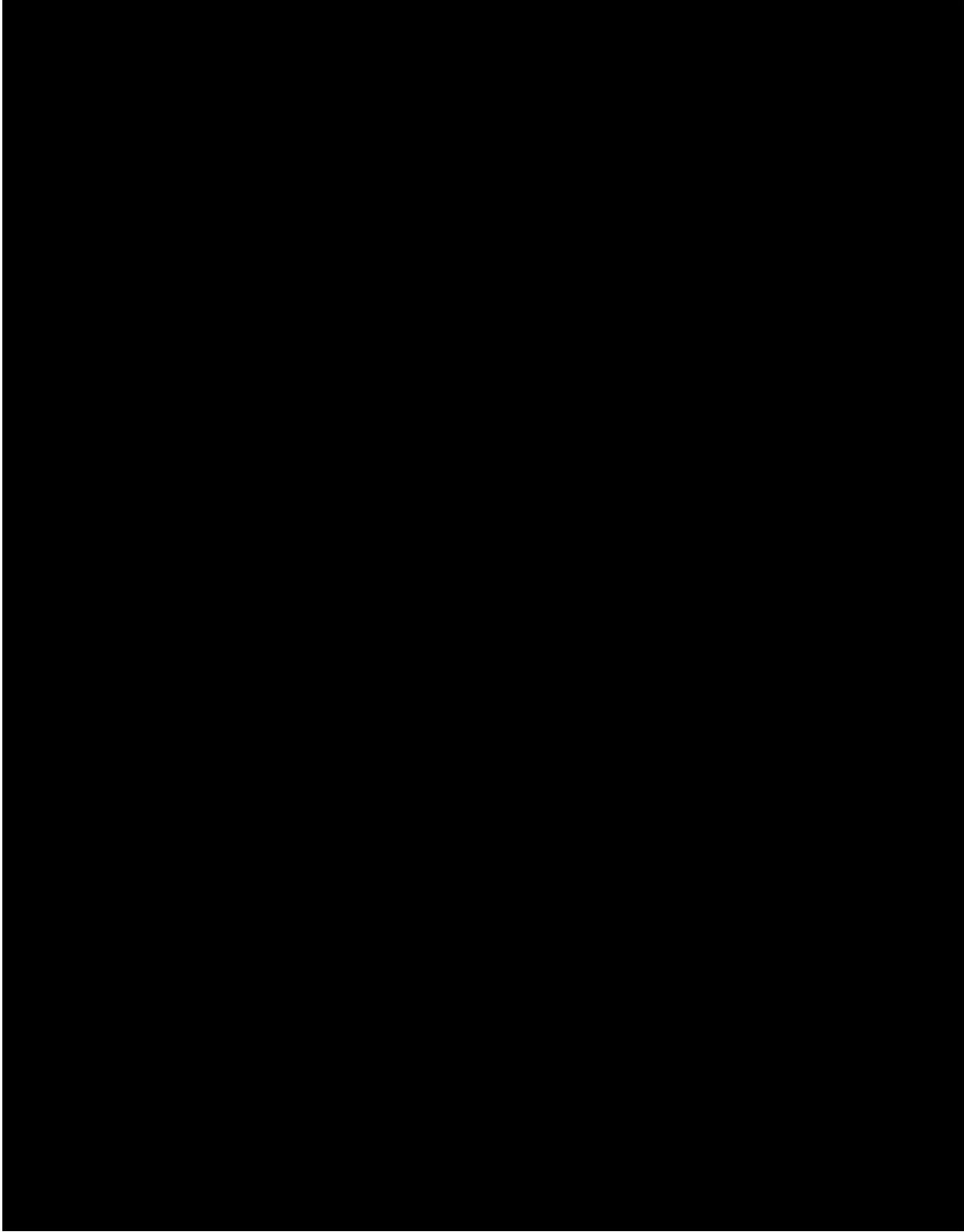
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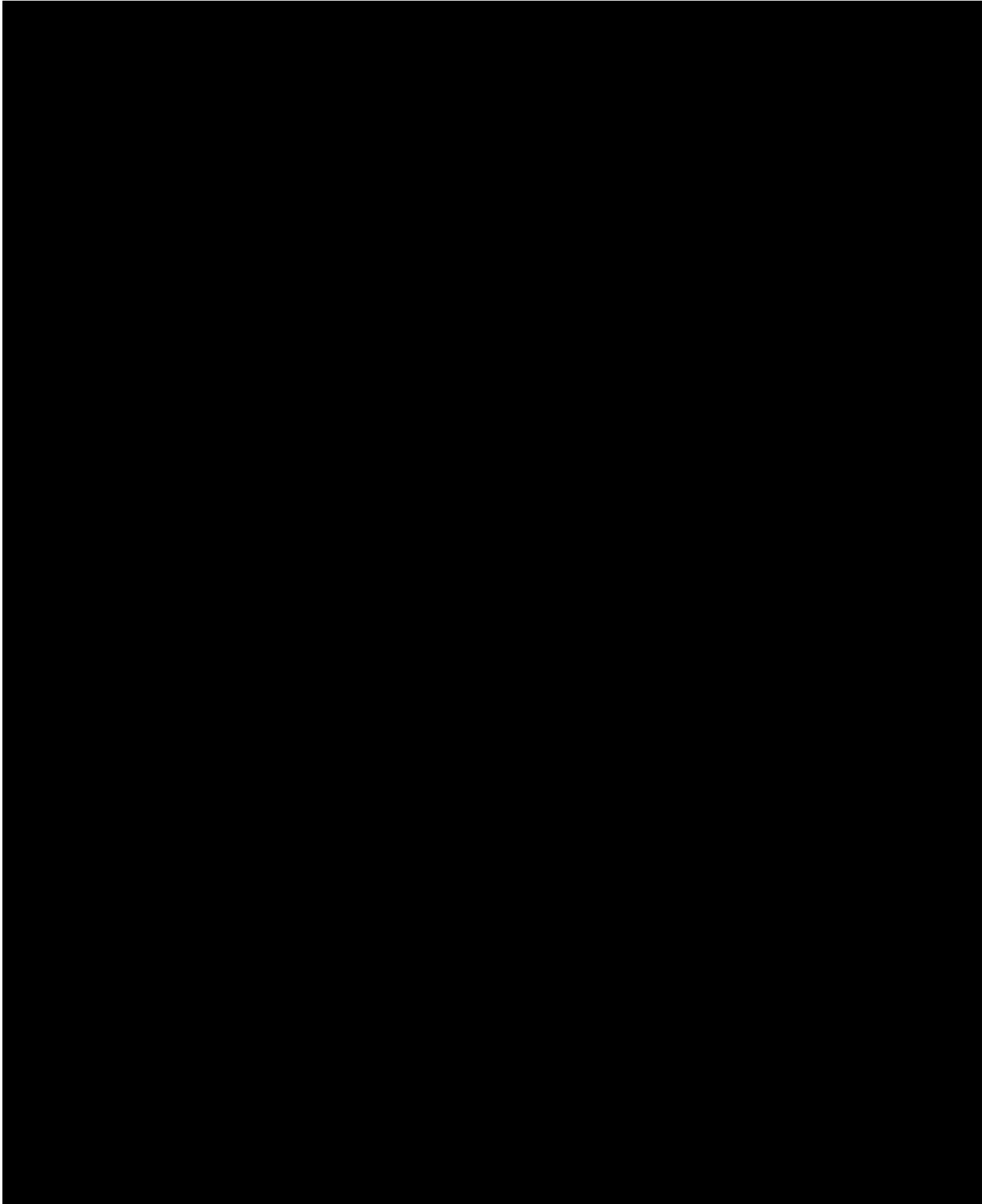
3.d. Letters of Support

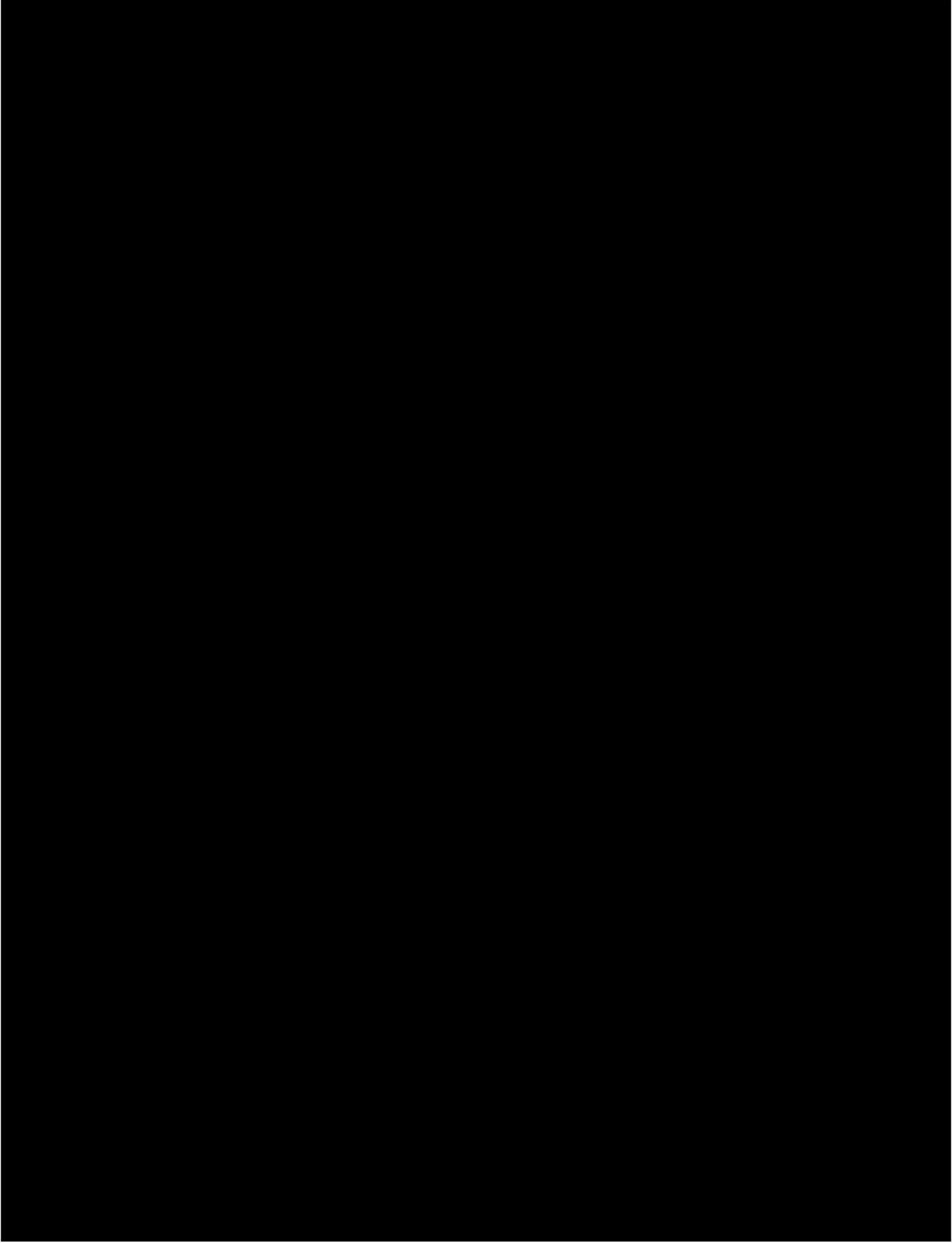


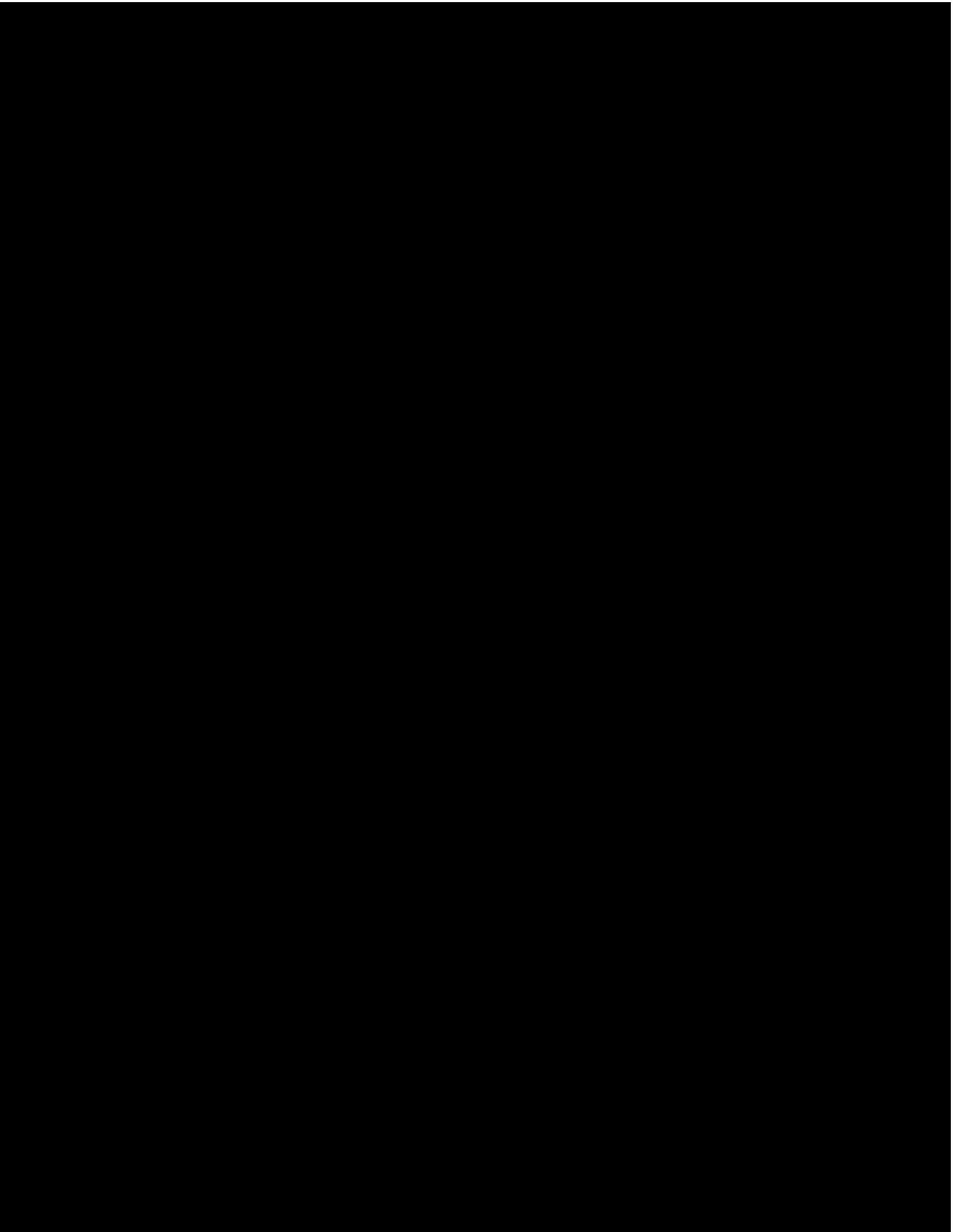


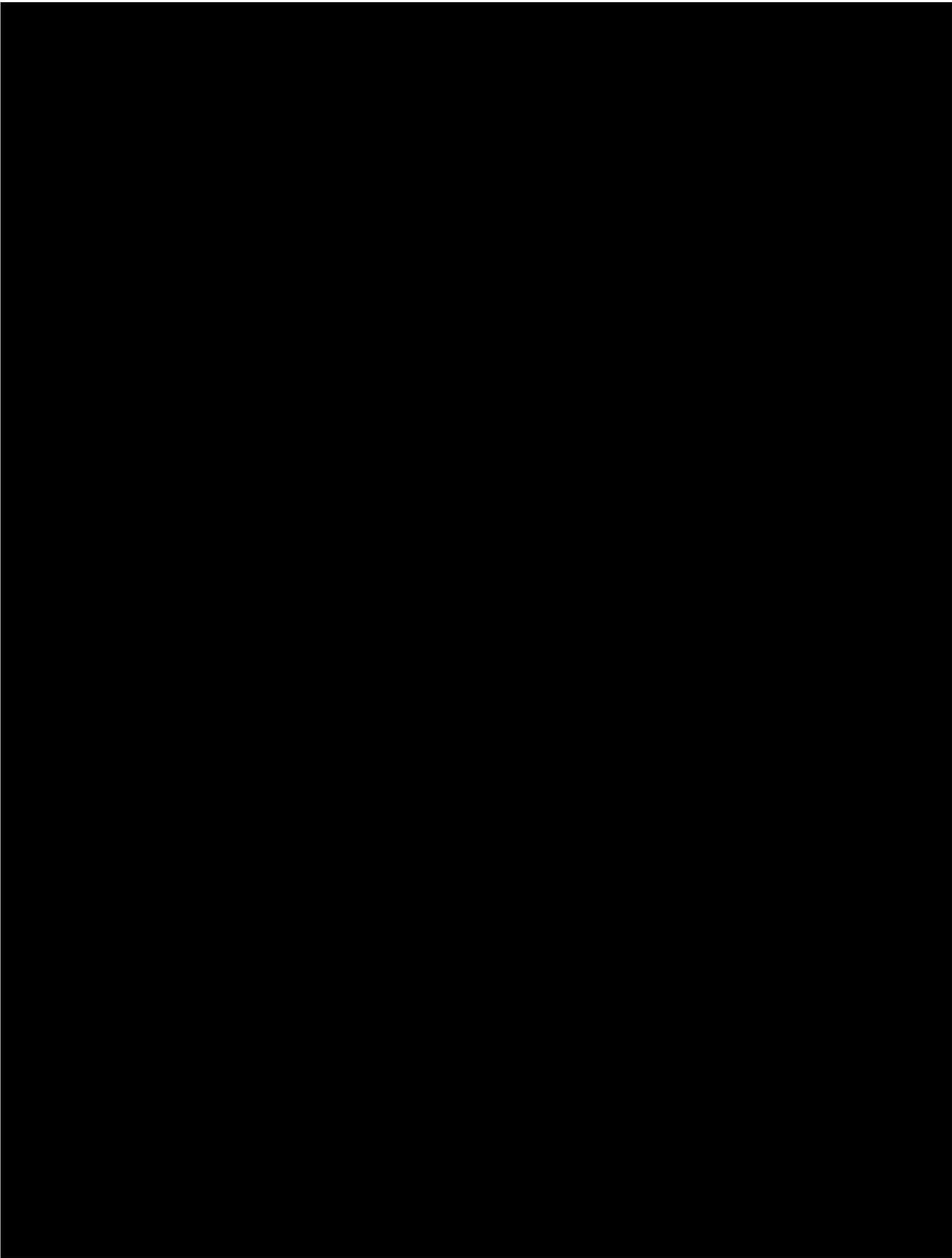












3.e. [Redacted]

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[REDACTED]



Attachment A

Technical Requirements

Request for Proposal Number 124065 O5

Bidder Name: Full Value Agriculture, Inc.

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 in Section V. A completed copy of this form must be submitted with the proposal response.

For each numbered requirement below, provide a detailed response describing your approach. Each sub-requirement (a, b, c, etc.) corresponds directly to Section V.D. of Solicitation 124065 O5.

1 – DATA BANK TECHNICAL REQUIREMENT RESPONSES	
1.1	Data Bank System Design and Development
1.1.a	Requirement: Develop a secure, scalable, and user-friendly digital platform that allows third-party approved service providers to upload verified CI scores for participating participants.
	Bidder Response: <div style="background-color: black; height: 15px; width: 100%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 100%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 100%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 100%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 90%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 100%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 100%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 60%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 100%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 100%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 85%; margin-bottom: 2px;"></div>
1.1.b	Requirement: Create an intuitive interface where participants can access their CI scores, track payment status, and monitor their historical data.
	Bidder Response: <div style="background-color: black; height: 15px; width: 100%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 100%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 100%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 30%; margin-bottom: 2px;"></div>

	<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>
1.1.c	<p>Requirement: Design a backend system capable of storing and organizing large volumes of CI score data, with advanced search, filtering, and reporting capabilities.</p> <p>Bidder Response:</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>
1.1.d	<p>Requirement: Integrate a payment system that automates the issuance of incentive payments once a valid CI score has been received, verified, and confirmed.</p> <p>Bidder Response:</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>
1.1.e	<p>Requirement: Ensure API integration with third-party vendors who will upload CI scores, including verification of authorized vendors and standardizing data formats for seamless input.</p> <p>Bidder Response:</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>
1.2	<p>Data Security and Privacy</p>
1.2.a	<p>Requirement: Implement robust cybersecurity measures to protect sensitive data, including encryption of both in-transit and at-rest data.</p> <p>Bidder Response:</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>

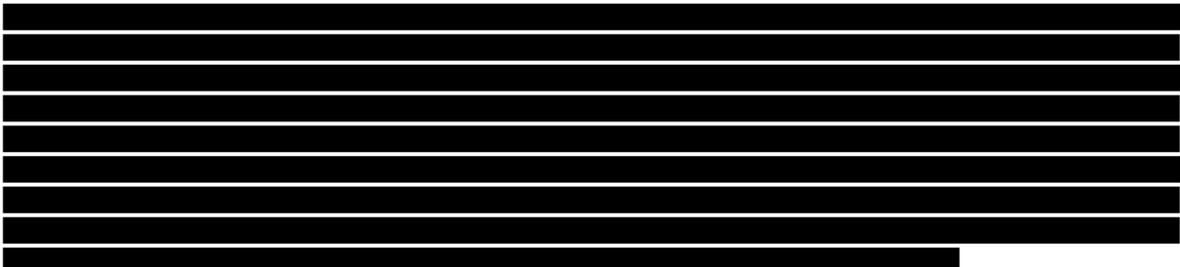
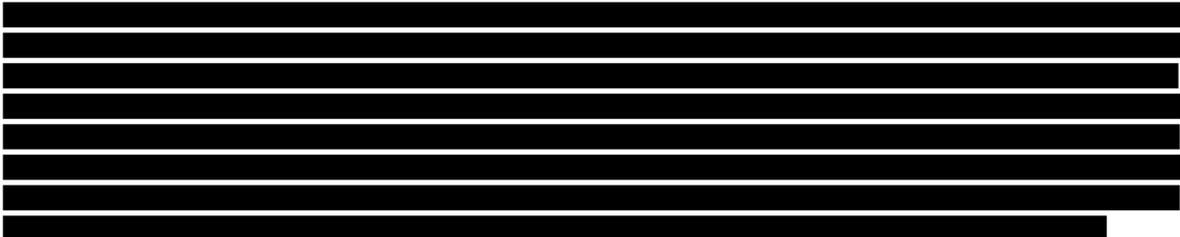
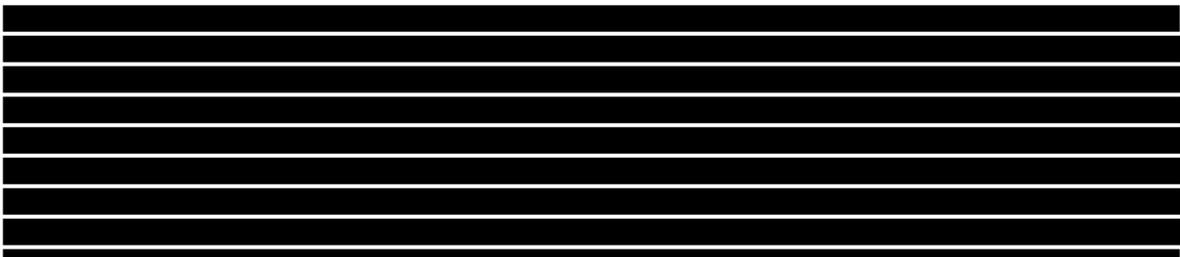
	<p>[REDACTED]</p>
1.2.b	<p>Requirement: Ensure data privacy compliance with relevant regulations (e.g., GDPR, CCPA, or applicable federal/state regulations) to protect participants' confidential information.</p> <p>Bidder Response:</p> <p>[REDACTED]</p>
1.2.c	<p>Requirement: Authenticate and verify third-party approved service providers to ensure only approved, verified entities can upload CI scores, minimizing the risk of fraudulent or erroneous data entries.</p> <p>Bidder Response:</p> <p>[REDACTED]</p>
1.2.d	<p>Requirement: Conduct and report on an annual cybersecurity audit whose team includes Certified Information Systems Auditors (CISA), Certified Information Security Managers (CISM), or Certified Information Systems Security Professionals (CISSP).</p> <p>NOTE: Demonstrate expertise in SOC 2, ISO/IEC 27001, and NIST cybersecurity frameworks to ensure a high level of technical scrutiny.</p> <p>Bidder Response:</p> <p>[REDACTED]</p>

1.6.b	<p>Requirement: Enable advanced analytics that can monitor key performance indicators (KPIs), such as average CI reductions across the state, incentive payout totals, and farm-level improvements.</p> <p>Bidder Response:</p> <p>[Redacted]</p>
1.6.c	<p>Requirement: Integrate data export functionalities for ease of reporting to stakeholders, including the EPA and other regulatory bodies.</p> <p>Bidder Response:</p> <p>[Redacted]</p> <p>[Redacted]</p>
1.6.d	<p>Requirement: Provide quarterly reports to NDWEE summarizing: (i) Program milestones and accomplishments, (ii) Enrollment and participation statistics, (iii) Challenges encountered and mitigation strategies, (iv) Financial tracking and budget updates.</p> <p>Bidder Response:</p> <p>[Redacted]</p>
1.6.e	<p>Requirement: Submit comprehensive annual reports including: (i) Year-to-date summaries of all program activities, (ii) Cumulative financial statements, (iii) Assessment of program effectiveness and environmental outcomes.</p> <p>Bidder Response:</p> <p>[Redacted]</p>

1.6.f	<p>Requirement: Provide detailed environmental outcome data in each report, including: (i) Carbon intensity (CI) reductions (tons of CO₂-equivalent), (ii) Soil health improvements, (iii) Water conservation metrics.</p> <p>Bidder Response:</p> <p>[REDACTED]</p>
1.6.g	<p>Requirement: Design and implement a robust monitoring and evaluation framework to assess: (i) Performance of grant-funded projects, (ii) Effectiveness of the CI Data Bank platform, (iii) Adoption rates and outcomes of regenerative/climate-smart practices.</p> <p>Bidder Response:</p> <p>[REDACTED]</p>
1.6.h	<p>Requirement: Track and report against clear, quantifiable metrics including: (i) Tons of CO₂ reduced or avoided, (ii) Acres of regenerative practices adopted, (iii) Number and type of conservation practices, (iv) Changes in baseline vs. post-implementation CI scores.</p> <p>Bidder Response:</p> <p>[REDACTED]</p>
1.6.i	<p>Requirement: Ensure open and auditable documentation of all program activities, financials, and outcomes. (i) Maintain a centralized reporting system or dashboard that supports data sharing with EPA, NDWEE, and other stakeholders.</p> <p>Bidder Response:</p> <p>[REDACTED]</p>

	<p>[REDACTED]</p>
1.7.c	<p>Requirement: Monitor system performance to ensure 99.5% uptime reliability and quick resolution of any issues that arise.</p> <p>Bidder Response:</p> <p>[REDACTED]</p>

**2 – PI & CI GRANTS DIGITAL INTERFACE
TECHNICAL REQUIREMENT RESPONSES**

2.1	Interface Design and Development
2.1.a	Requirement: Develop a secure, scalable, and user-friendly digital platform that allows participants or approved third-party vendors to upload cropping data.
	Bidder Response: 
2.1.b	Requirement: Allow participants or approved third-party service providers to submit precision agriculture applications for program review and interface with NDWEE's Grant Management software, if applicable, to manage participant grant payments.
	Bidder Response: 
	
	

	<p>[Redacted]</p>
2.1.c	<p>Requirement: Develop and include a Scenario Modeling Tool to generate “what-if” impacts such as switching to no-till, adding cover crops or using renewable energy such as biodiesel.</p> <p>Bidder Response:</p> <p>[Redacted]</p>
2.1.d	<p>Requirement: Create an intuitive interface where farmers can access their cropping data, track payment status, and monitor their historical data.</p> <p>Bidder Response:</p> <p>[Redacted]</p>

	<p>[Redacted]</p>
2.5.b	<p>Requirement: Provide ongoing customer support for technical issues, including troubleshooting and real-time problem resolution.</p> <p>Bidder Response:</p> <p>[Redacted]</p>
2.5.c	<p>Requirement: Set up a help desk or support center with multiple communication channels (e.g., phone, email, chat) to handle queries from participants, vendors, and administrators.</p> <p>Bidder Response:</p> <p>[Redacted]</p>
2.6	<p>Data Reporting, Analytics, and Evaluation</p>
2.6.a	<p>Requirement: Build robust data reporting features that allow program administrators to track submissions, analyze cropping trends, and generate customized reports.</p> <p>Bidder Response:</p> <p>[Redacted]</p>

	<p>[REDACTED]</p>
2.7.c	<p>Requirement: Monitor system performance to ensure 99.5% uptime reliability and quick resolution of any issues that arise.</p> <p>Bidder Response:</p> <p>[REDACTED]</p>

**3 – PROGRAM SUPPORT
TECHNICAL REQUIREMENT RESPONSES**

3.1	Program Support
3.1.a	<p>Requirement: Coordinate and prepare program materials, meetings, and engagement sessions associated with Deliverables 1 and 2.</p> <p>Bidder Response:</p> <p>[REDACTED]</p>
3.1.b	<p>Requirement: Develop and manage program action list to ensure all efforts and initiatives are completed in a timely manner.</p> <p>Bidder Response:</p> <p>[REDACTED]</p>
3.1.c	<p>Requirement: Conduct research to inform and advance concepts in relation to carbon intensity calculation and market opportunities.</p> <p>Bidder Response:</p> <p>[REDACTED]</p>
3.1.d	<p>Requirement: Facilitate meetings and calls with NDWEE as needed to ensure project success.</p> <p>Bidder Response:</p> <p>[REDACTED]</p>

3.2	Communication Support
3.2	<p>Requirement: Assist in communication and activities between NDWEE, producers, Nebraska Resource Districts (NRDs), contractors, and third-party service providers to the extent possible in relation to Deliverables 1 & 2</p> <p>Bidder Response:</p> <p>[Redacted]</p>
3.3	Sub-Contracting Management
3.3	<p>Requirement: 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 be responsible for appropriate oversight, as applicable. NDWEE shall be consulted before subcontracts are executed that will require the use of funds from ONE RED.</p> <p>Bidder Response:</p> <p>[Redacted]</p>
3.4	Data Security Management
3.4	<p>Requirement: Ensure proper management and security of various types of sensitive and operational farm data including the development and management of the Nebraska Ag Data Bank and Grants Program where data integrity and security are paramount (Refer to Section V.F. of Solicitation).</p> <p>Bidder Response:</p> <p>[Redacted]</p>

3.5	Grant Program Implementation
3.5	<p>Requirement: Assist grant program implementation including solicitations, application development, funding disbursement, monitoring, and reporting.</p> <p>Bidder Response:</p> <p>[Redacted]</p>
3.6	Documentation and Reporting
3.6.a	<p>Requirement: Submit all technical specifications, security protocols, training materials and any other program documentation to NDWEE for review/approval in a timely manner.</p> <p>Bidder Response:</p> <p>[Redacted]</p>
3.6.b	<p>Requirement: Prepare internal and external project performance reports.</p> <p>Bidder Response:</p> <p>[Redacted]</p>
3.6.c	<p>Requirement: Archive records of compliance, Approved Service Provider (ASP) evaluations, and audit results.</p> <p>Bidder Response:</p> <p>[Redacted]</p>

3.6.d	<p>Requirement: Conduct post-implementation review with ASPs, if needed, and NDWEE team.</p> <p>Bidder Response:</p> <p>[Redacted]</p>
3.7	<p>Approved Service Provider (ASP) Coordination</p>
3.7.a	<p>Requirement: Manage subcontracts with 3rd Party ASPs Providers.</p> <p>Bidder Response:</p> <p>[Redacted]</p>
3.7.b	<p>Requirement: Assist in the development of criteria and procedures for ASP qualification and approval.</p> <p>Bidder Response:</p> <p>[Redacted]</p>
3.7.c	<p>Requirement: Develop and conduct oversight and monitoring approach for ASP performance.</p> <p>Bidder Response:</p> <p>[Redacted]</p>
3.7.d	<p>Requirement: Develop communication and reporting protocols between the Data Bank, producers, and ASPs.</p> <p>Bidder Response:</p> <p>[Redacted]</p>

	<p>[REDACTED]</p>
3.7.e	Requirement: Develop risk management and fraud prevention measures regarding ASPs.
	Bidder Response: <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

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 exception is not taken to a provision, it is deemed accepted as stated. 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.)
	THR	<p>Section A. GENERAL: We request that Contractor’s proposal be above the RFP in the order of precedence. Also, note that we changed the order of incorporated documents to match the order of precedence in the paragraph below. Additionally, we would like to discuss the order of precedence for any Work Order Agreements.</p> <p>Section E. BEGINNING OF WORK & SUSPENSION OF SERVICES: With regard to any sections that reference suspension, we would like to clarify that any such suspension is a change and as such we request it be subject to the change process. For example, a suspension can impact the project schedule or flow and/or render key personnel unavailable upon resumption.</p> <p>Section G. CHANGE ORDERS OR SUBSTITUTIONS: Edits to ensure the change order process is mutual and agreed to by both State and Contractor.</p> <p>Section I. NOTICE OF POTENTIAL VENDOR BREACH: If Contractor encounters issues or expected or actual delays, it will notify of the same.</p> <p>Section J. BREACH: Substitute language proposed below for breach as well as a reasonable, commercially standard limitation on Contractor’s liability.</p> <p>Section M. INDEMINIFICATION: We propose that reasonable, commercially standard parameters be placed around our indemnification obligations.</p> <p>Section N. ATTORNEY’S FEES: Clarification proposed below.</p> <p>Section T. CONTRACT CLOSEOUT: Edit provided below to clarify that those paid for should be owned by the State, and to allow the parties to negotiate and agree on fair termination fees in the event of e.g., managed services for which their will be already sunk costs.</p>

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. Amendments to the Contract. (if applicable);
- b. Executed Contract and any Addendum to Contract Award (if applicable);
- c. Bidders properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder;
- a-d. Solicitation, including any attachments and addenda; and
- b-e. Questions and Answers;
- e. ~~Bidders properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder;~~
- d. ~~Addendum to Contract Award (if applicable); and~~
- e-f. 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) the Vendor's submitted solicitation response, including any terms and conditions or agreements that are accepted by the State; 4) Addendums to the solicitation and any Questions and Answers, and 45) the original solicitation document and any Addenda or attachments, and 5) the Vendor's submitted solicitation response, including any terms and conditions or agreements that are accepted by the State.

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

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

B. NOTIFICATION

Bidder and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

C. BUYER'S REPRESENTATIVE

The State reserves the right to appoint a Buyer's Representative to manage or assist the Buyer in managing the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the bidder will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Nonnegotiable)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not

limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK & SUSPENSION OF SERVICES

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

The State may, at any time ~~and without advance notice~~, require the Vendor to suspend any or all performance or deliverables provided under this Contract with five (5) business days' notice. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be ~~immediately~~ suspended and the reason(s) for the suspension. Upon receipt of such order, the Vendor shall ~~immediately~~ promptly comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Vendor with written notice that such performance or deliverables may resume, in whole or in part. If a suspension occurs, which results from circumstances outside the reasonable control of the Vendor, the Vendor will be entitled to a change order to address any issues resulting from such delay.

F. AMENDMENT

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

G. CHANGE ORDERS OR SUBSTITUTIONS

The State and the Vendor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Vendor may not claim forfeiture of the contract by reasons of such changes.

The Vendor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Vendor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. ~~The State shall not incur a price increase for changes that should have been included in the Vendor's solicitation response, were foreseeable, or result from difficulties with or failure of the Vendor's solicitation response or performance.~~

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

In the event any good or service is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract to include the alternate product at the same price mutually agreed to by the parties.

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

H. RECORD OF VENDOR PERFORMANCE

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

I. NOTICE OF POTENTIAL VENDOR BREACH

If Vendor breaches encounters issues in performing its obligations under the contract or anticipates breaching delays in performing its obligations under the contract, the Vendor shall immediately give written notice to the State. The notice shall explain the ~~breach or potential breach~~ issue or delay, a proposed ~~cure~~ solution or mitigation, and may

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

J. BREACH

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time [if found incurable or pursuant to the State's other termination rights under this contract](#).

The State's failure to make payment shall ~~not~~ be a breach, and the Vendor shall retain all available statutory remedies.

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

K. NON-WAIVER OF BREACH

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

M. INDEMNIFICATION

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 [bodily](#) injury, death, or [real or tangible personal](#) property loss or damage, arising out of, resulting from, ~~or attributable~~ to the willful misconduct, negligence, error, or omission of the Vendor, its employees, Subcontractors, consultants, representatives, and agents, resulting from [its performance of the services pursuant to](#) this contract, except to the extent such Vendor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

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 deliverables](#) 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. 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 ~~the prevailing party may seek award of 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 upon payment thereof,
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 Vendor, person, or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Vendor, 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. Upon any termination, Contractor will be paid for all services performed through termination, including pro rata work in progress.

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. EPA GENERAL TERMS AND CONDITIONS

The recipient agrees to comply with the current EPA general terms and conditions. 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. The EPA repository for the general terms and conditions by year (Grant Conditions) can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions>

W. 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.

X. FEDERAL TAX LIABILITY

With signature on this Contract, the Vendor 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 EPA 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.

Y. DBRA REQUIREMENTS - DAVIS-BACON AND RELATED ACTS

By accepting this contract, the Vendor acknowledges and agrees to the terms provided in the DBRA Requirements for Vendors and Subcontractors under EPA Grants (<https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts>)

Z. GEOSPATIAL DATA STANDARDS

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>.

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 exception is not taken to a provision, it is deemed accepted as stated. 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.)
	THR	<p>Section A. INDEPENDENT VENDOR / OBLIGATIONS: Note that the Statement of Work should address any personnel and/or subcontractors, as required once the scope of work is identified. Please consider the clarification provided below for necessitated changes.</p> <p>Section E. COOPERATION WITH OTHER VENDORS: Clarification proposed below.</p> <p>Section I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES: We ask that this be clarified such that the transfer of ownership rights are granted upon payment for the given deliverables/software/documentation, excludes any pre-existing Contractor Materials.</p> <p>Section J. INSURANCE REQUIREMENTS: We accept the requirements. We have proposed minor edits to align with how our coverage is written.</p> <p>Section M. STATE PROPERTY: We would ask that any liability be subject to the limitation of liability provisions in this contract.</p> <p>Section S. WARRANTY: We warrant that the services shall be performed in good faith and with due professional care, by qualified personnel, in accordance with applicable professional standards and in compliance with all applicable laws, however, disclaims all other warranties, either express or implied, including without limitation, warranties of merchantability and fitness for a particular purpose.</p> <p>Section T. TIME IS OF THE ESSENCE: We propose modifying Time is of the Essence to specify work will be performed in a diligent manner and that we will notify of any delays; we believe this is more appropriate for a project with many dependencies as we work closely with the State and are dependent on, among other things, State involvement.</p>

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~~ Statement of Work shall not be changed without the prior written approval of the State (which shall not be unreasonably withheld), except in the event of serious illness, separation from services, or serious personal circumstances. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

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

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

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~~ Statement of Work. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its ~~solicitation response~~ Statement of Work in the performance of the contract without the prior written authorization of the State. If the Vendor subcontracts any of the work, the Vendor agrees to pay any and all subcontractors in accordance with the Vendor's agreement with the respective subcontractor(s).

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

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

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

B. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)

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

C. EMPLOYEE WORK ELIGIBILITY STATUS

The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

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

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. 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.

E. COOPERATION WITH OTHER VENDORS

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

F. 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.

G. 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.

Prices submitted on the cost sheet, 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 twenty five percent (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 NDWEE 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.

~~All prices, costs, and terms and conditions submitted in the solicitation response shall remain fixed and valid commencing on the opening date of the solicitation until the contract terminates or expires.~~

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.

H. 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.

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Vendor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract upon full payment thereof. Vendor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable, except for any Vendor Materials therein.

For purposes of this section, "Vendor Materials" means all works of authorship, materials, information and other intellectual property created prior to or independently of the performance of the Services, or created by the Vendor or its subcontractors as a tool for their use in performing the Services, plus any modifications or enhancements thereto and derivative works based thereon. Vendor Materials shall remain the exclusive property of the Vendor or its subcontractors. The State is granted a non-exclusive, non-transferable, non-sublicensable license to use such Vendor Materials solely as embedded within the deliverables for the State's internal program purposes.

J. 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, or alternatively commensurate with the risks presented by such Subcontractors in their performance of services as defined under the contract, as determined by the Vendor and provide written notice to the State that the Vendor has verified that each subcontractor has the required such 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 or alternatively commensurate with the risks presented by such Subcontractors in their performance of services as defined under the contract, as determined by the Vendor. 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
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name include the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

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:

124065 O5

Nebraska Department of Water, Energy, and Environment
Attn: Doug Barry
245 Fallbrook Blvd, Suite 100
Lincoln, NE, 68521
douglas.barry@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.

K. 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.

L. 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.

M. STATE PROPERTY

The Vendor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Vendor's use during the performance of the contract. The Vendor shall reimburse the State for any loss or damage of such [real or tangible personal property, subject to the limitation of liability provisions herein](#); normal wear and tear is expected.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. TIME IS OF THE ESSENCE

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

IV. PAYMENT

Bidder should read the Payment clauses within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Payment clauses Within Section as Written” in the table below. If exception is not taken to a provision, it is deemed accepted as stated. 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.)
	THR	<p>Section F. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS: Proposed edits below. We agree that the contract is subject to the availability of funds. Any loss of funding may result in a termination for convenience. The state may also issue a stop work order and Vendor shall not be obligated to perform work during such time. Additionally, any resumption of services following a stop work order shall be subject to a change order to the extent necessary to address any changes as a result of the stop work order.</p> <p>Section G. RIGHT TO AUDIT: Proposed edits below. We agree to correct any discrepancy found in the audit.</p>

A. 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.

B. INVOICES

Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment.

The Vendor shall submit invoices no more than once per month to dwee.accounting@nebraska.gov. Each invoice shall include, at a minimum, the following information:

1. Contract Information
 - a. Contract number; and
 - b. A summary of activities by deliverable, completed during the billing period, including performance metrics as outlined in the Contract.
2. Personnel Information
 - a. Employee name and job title;
 - b. Hourly rate;
 - c. Hours worked during the current billing period;
 - d. Billing amount for the current billing period; and
 - e. Cumulative hours and cumulative billing amount 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.**

C. 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.

D. 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.

E. TIME AND MATERIALS

The Vendor shall perform the work called for in each Deliverable issued under this Contract on a Time and Materials basis. The Vendor shall receive compensation, as specified herein, for services and work performed up to the not-to-exceed price established for each Deliverable. NDWEE shall not be obligated to pay the Vendor any amount incurred in excess of the quoted price of each Deliverable.

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 ~~continue to fund pay amounts due on~~ the Contract for fiscal years following the current fiscal year is contingent upon legislative or federal 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 reasonable written notice 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 effective 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 one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Vendor agrees to correct any material discrepancy weaknesses or condition found as a result of the audit.