

ORIGINAL

RFP 6154 Z1

Sandhills Global, Inc.

Final Checklist

Form C
Final Checklist
Request for Proposal Number 6154 Z1

Please enclose this checklist with your proposal.

Mandatory Requirements - defined in Section II - J		
<u> X </u>	1	Request For Proposal For Contractual Services form, signed in ink.
<u> X </u>	2	Cost Proposal.
<u> X </u>	3	Provided a photocopy of the Nebraska Vehicle Auction dealer's license. Subcontractor's.
<u> X </u>	4	Provided two (2) references for vehicle/equipment auctions conducted within the past two years with a minimum of \$1,000,000 in gross sales for both auctions. Reference information must include a primary point of contact for the auction conducted, a general summary of the number of pieces and types of equipment sold as well as gross sales figures.
<u> X </u>	5	Provided two (2) references for any other type of auction, not to be duplicated with the above (#4), for an auction conducted within the past two years with a minimum of \$25,000 in gross sales. Reference information must include a primary point of contact for the auction conducted, a general summary of number of pieces and types of equipment sold as well as gross sales figures.
<u> X </u>	6	Provided largest gross sales dollar figure (for one auction) referencing # 4 above.
<u> X </u>	7	Largest gross sales dollar figure (for one auction) referencing #5 above.
<u> X </u>	8	Cost Proposal.

Corporate Overview



  **Public Program**





SANDHILLS GLOBAL'S

Corporate Overview



SANDHILLS GLOBAL

Corporate History

Providing effective, innovative, and streamlined processes for buyers and sellers has been the creed of Sandhills Global since its humble inception in 1978. Then called Peed Corporation, Sandhills Global boasted seven employees, two of which were founders Tom and Rhonda Peed and another two of whom were Tom's parents. The Peed Corp. printing shop was open for business in an old blacksmith shop in Webster City, Iowa.

Peed Corp. dove in, tackling the glaring deficit in the heavy construction equipment market first. Buyers and sellers were loosely connected, if connected at all. This blooming niche industry desperately needed a solution that was affordable and geared toward buyers and sellers of equipment from every corner of the market. In March of 1978, 20,000 copies of the inaugural *Machinery Trader* publication were printed, addressed by hand, and personally mailed to construction companies and equipment dealers.



78 - TODAY Building More Than Business

Since '78 Sandhills has placed a high value on community outreach and stewardship. Our communities are amazing, here's a few of our favorite organizations that are keeping it that way:

- YMCA of Lincoln
- Lincoln Children's Museum
- Lincoln Children's Zoo
- Madonna Rehabilitation Hospital
- Lincoln Community Playhouse
- Junior Achievement of Lincoln
- Great Plains Trails Network
- Habitat for Humanity
- Friendship Home
- Special Olympics
- Cedars Home for Children
- The People's City Mission
- Food Bank of Lincoln
- Cancer Research Center
- Cornhusker State Games
- University of Nebraska-Lincoln





SANDHILLS GLOBAL

Growth & Expansion

By 1985, the Peed Corp. had outgrown its Iowa shop and established its new headquarters in Lincoln, Nebraska. The Peed Corp. became Sandhills Global, firmly rooting itself in Nebraska with its namesake and corporate symbol: the Sandhills Crane.

Sandhills was an early pioneer in electronic communications and information services. The company successfully developed platforms for the heavy equipment industry and corresponding parts industry. Early success and continued demand for its services prompted Sandhills to expand its reach to other industries. The company introduced *Truck Paper* for the truck and trailer industry in 1981, *Controller* for buyers and sellers of aircraft that same year, and *Executive Controller* in 1992 to address the corporate market for turboprop and jet aircraft. In 2005, *TractorHouse* debuted and quickly became the agriculture industry's leading marketplace.

EDITOR'S NOTE

What's in a Name?

Sandhill cranes make an annual migratory trek from Texas to Canada, stopping en masse at Nebraska's Platte River Valley for food and rest. In a similar way, Nebraska has proven to be a bountiful resource for Sandhills Global as the company strives to meet the needs of clients, whether they are a large business, governments, or individuals. In the cranes' behavior, Sandhills Global finds another important characteristic that it aims to model: just as the success of the whole flock depends on the efforts of each individual bird, Sandhills Global depends on the efforts and initiatives of its individual employees, now nearly 1,000.





SANDHILLS GLOBAL

Technology Leader

Sandhills Global championed the use of online technologies as early as its founding in 1983. The user-friendly websites and databases are critical resources for the heavy industries. In 2010, Sandhills introduced AuctionTime as an online platform providing the construction, agriculture, and trucking industries with an easy-to-use, highly accessible auction option. AuctionTime.com's growth over the last decade is a testament to its innovative design for end-users, sellers, and auctioneers alike.

Sandhills continues to introduce new platforms, websites, and publications as the market demands. Today, Sandhills addresses the needs of specialty industries with CraneTrader, ForestryTrader, OilfieldTrader, PowerSystemsToday, RVUniverse, and MotorsportsUniverse, among others. The company branched out into the rental market, as well, with RentalYard, a platform offering rental and lease options for equipment across the country.

Sandhills consistently develops technologies that improve the way businesses and individuals interact with their respective markets. Sandhills offers complete hosted business, mobile tech, asset valuation, and inventory management solutions, as well as the Sandhills Cloud, suite of apps that can be used anywhere, anytime, on virtually any device.

To support and expand its tech initiatives, Sandhills operates tandem state-of-the-art data centers in Nebraska and Arizona. With these server farms, Sandhills ensures that all corporate and customer data remain safe and secure, reducing risk for customers and ensuring plenty of room for future growth. The company leverages technology to reduce its carbon footprint, as well, adding three new LEED Gold-rated buildings to the Lincoln campus. These buildings are built with recycled and reclaimed materials and utilizing geothermal heating and cooling, solar power, and purified air.





Sandhills Global



SANDHILLS GLOBAL

Global Reach

Today, Sandhills Global is international in scope, with offices in North America, South America, Africa, Europe, and Asia. The company's premier international publication, MarketBook, launched in 2010 with distribution in Canada, offering for-sale listings and auction results from Machinery Trader®, TractorHouse®, and Truck Paper®. In response to worldwide demand, MarketBook® is now distributed in South Africa, the Middle East, Latin America, and New Zealand.

With the tremendous growth over the past decade, Sandhills Global has introduced dozens of products and services tailored to specific regions, markets, and undeniable demand. In addition to opening offices supporting those products and services across the United States, Sandhills has established offices in the United Kingdom, Ireland, Spain, France, Germany, Italy, Luxembourg, the Netherlands, South Africa, New Zealand, and Australia.

Sandhills Global Global Offices:

- Lincoln, Nebraska
- Sidney, Nebraska
- Sioux Falls, South Dakota
- San Jose, California
- Scottsdale, Arizona
- Chicago, Illinois
- Ocala, Florida
- Flemington, New Jersey
- Amsterdam, Netherlands
- Dublin, Ireland
- Peterborough, U.K.
- Manchester, U.K.
- Barking, U.K.
- Milan, Italy
- Colonnella, Italy
- Madrid, Spain
- Hamburg, Germany
- Senningerberg, Luxembourg
- Dury, France
- Johannesburg, South Africa
- Christchurch, New Zealand
- Brisbane, Australia
- Sydney, Australia



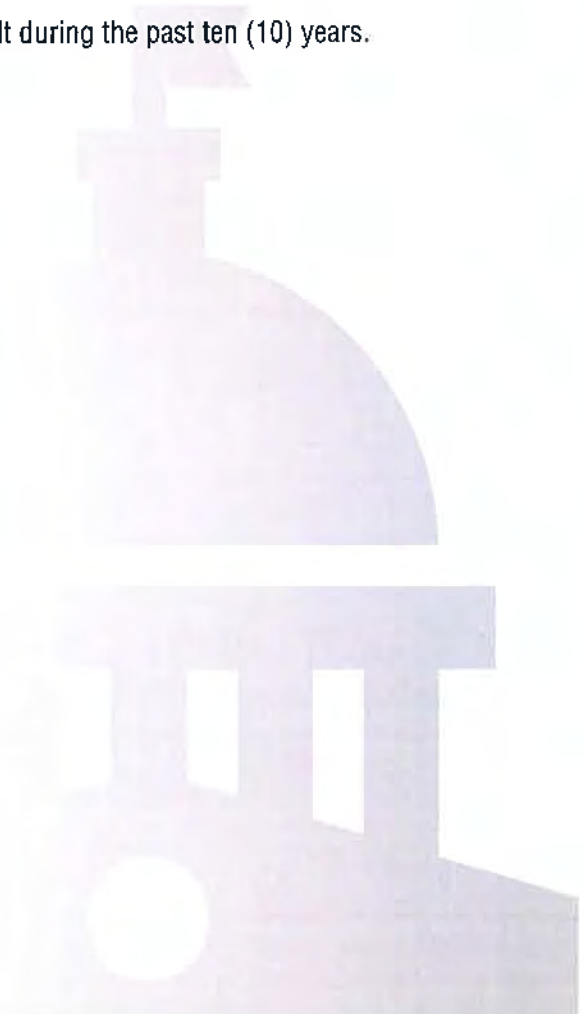


SANDHILLS GLOBAL'S

State Relations and Contract Performance

No Party named in Sandhills' proposal response is or was an employee of the State within the past four (4) months.

Sandhills has not had a contract terminated for default during the past ten (10) years.





SANDHILLS GLOBAL'S

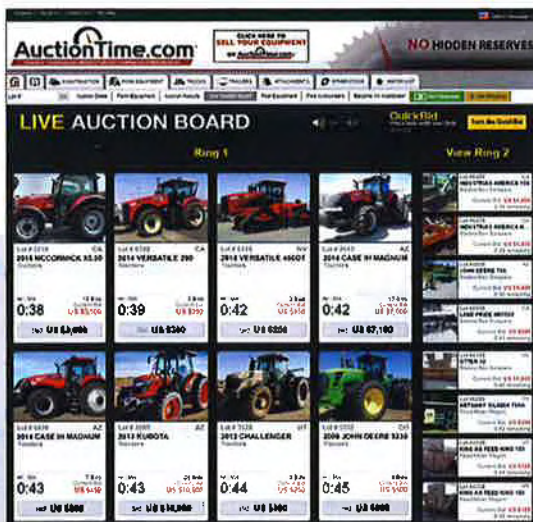
Auction Platform and Services



AUCTION PLATFORMS & SERVICES

AuctionTime


Auctioning and bidding on equipment has never been easier or more cost-effective than it is with AuctionTime.com. Powered by Sandhills' leading trade sites, AuctionTime.com brings together buyers and sellers to move equipment, trucks, and trailers at auction values. Qualified sellers list equipment on AuctionTime.com for a low flat fee, reaching the most active buyers in their respective markets, resulting in savings for everyone. Auction listings appear in both AuctionTime.com's searchable, user-friendly website and on the corresponding trade sites such as TruckPaper.com or MachineryTrader.com. AuctionTime.com gives buyers unbridled access to the platform, anywhere in the world 24-hours a day. Unlike conventional auctions, bidders can discuss specifics about the auction process with the actual seller, or go to see the machines in person at their convenience prior to the auction date. The *AuctionTime.com* print publication is printed in four editions each week and distributed in tandem with every copy of *Machinery Trader*, *Truck Paper*, and *TractorHouse*, further amplifying sellers' exposure within those markets.




AUCTION PLATFORMS & SERVICES

Exclusive Pre-AuctionTime

This solution provides assets with targeted, and exclusive exposure prior to an online auction on AuctionTime.com. Potential buyers can view Pre-AuctionTime assets as they would any other listing, and may opt to buy those assets ahead of the auction date. Exclusive Pre-AuctionTime listings are advertised directly to a pre-determined list of first-chance buyers that is easily adjustable. The date that the asset will move to AuctionTime.com to begin its final auction process is included with each listing, creating a sense of urgency for your buyers. The length that this initial offering lasts can be tailored to meet your requirements, and the aggressiveness of asset marketing can be scaled to meet your needs.






Dealer Information

TOM NEHL TRUCKS
Lake City, Florida

Joseph Echols
[\(386\) 603-7930](tel:3866037930)

Mileage: 679653
 Engine: Volvo
 Horsepower: 435
 Transmission: 10 Spd
 Suspension: Air Ride

2013 VOLVO VNL64T780
\$35,500




Volvo VED13, 435 HP, A/R Susp, 231" WB, LP22.5 Tires, 77" Sleeper, Good Truck. Call us Today!


MAKE AN OFFER
OR
EMAIL

[View Details](#) [Add to Watch List](#)

BUY IT NOW

Goes to AuctionTime:
Monday June 18, 2018 11:00 AM






Dealer Information

Rexel and James
Lubbock, Pennsylvania

Craig James
[\(724\) 345-6681](tel:7243456681)

Mileage: 327140 mi
 Engine: Paccar
 Horsepower: 360
 Transmission: Automatic
 Suspension: Air Ride

2015 PETERBILT 337
\$38,000



MAKE AN OFFER
OR
EMAIL

[View Details](#) [Add to Watch List](#)

BUY IT NOW





Dealer Information

Equity Auctions, LLC
Houston, Texas

Equity Auctions
[\(832\) 335-8820](tel:8323358820)

Mileage: 327140 mi
 Engine: Paccar
 Horsepower: 300
 Transmission: Automatic
 Suspension: Air Ride

2016 KOMATSU D41PX-24
\$195,000



MAKE AN OFFER
OR
EMAIL

[View Details](#) [Add to Watch List](#)

BUY IT NOW





Dealer Information

Equity Auctions, LLC
Houston, Texas

Equity Auctions
[\(832\) 335-8820](tel:8323358820)

Mileage: 327140 mi
 Engine: Paccar
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2015 PETERBILT 337
\$38,000



MAKE AN OFFER
OR
EMAIL

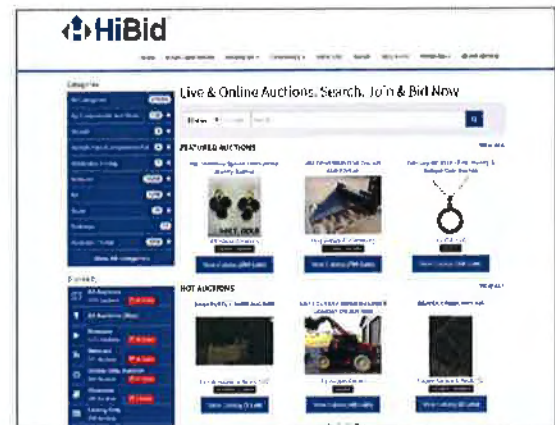
[View Details](#) [Add to Watch List](#)

BUY IT NOW

AUCTION PLATFORMS & SERVICES

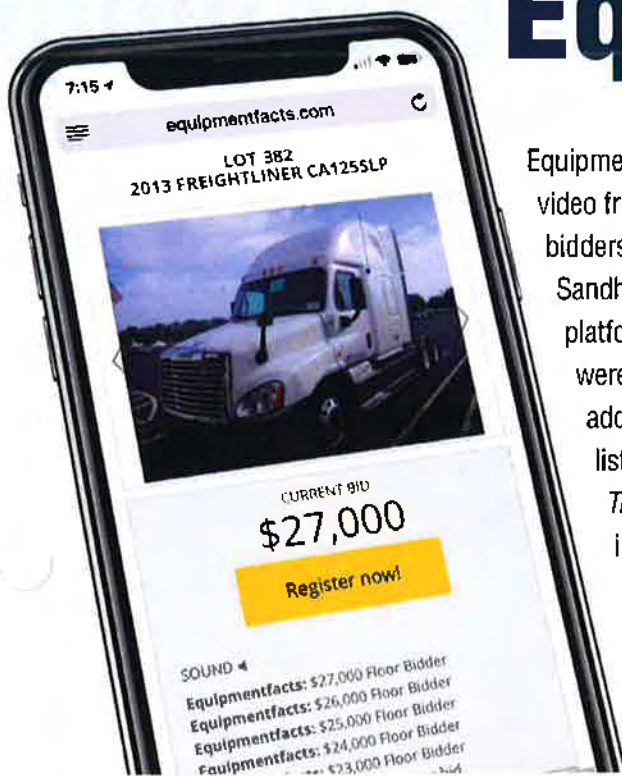
HiBid

HiBid is an online bidding platform designed to enable auctioneers to host auctions via live webcasts, internet-only auctions, and internet absentee auctions. Unlike AuctionTime.com, which integrates directly with Sandhills' trade websites, HiBid facilitates the sale of non-industry items. Assets commonly sold on HiBid.com include industry-specific items, business liquidations, estate property, office equipment, computers and technology items, antiques and collectibles, and firearms.



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Equipmentfacts

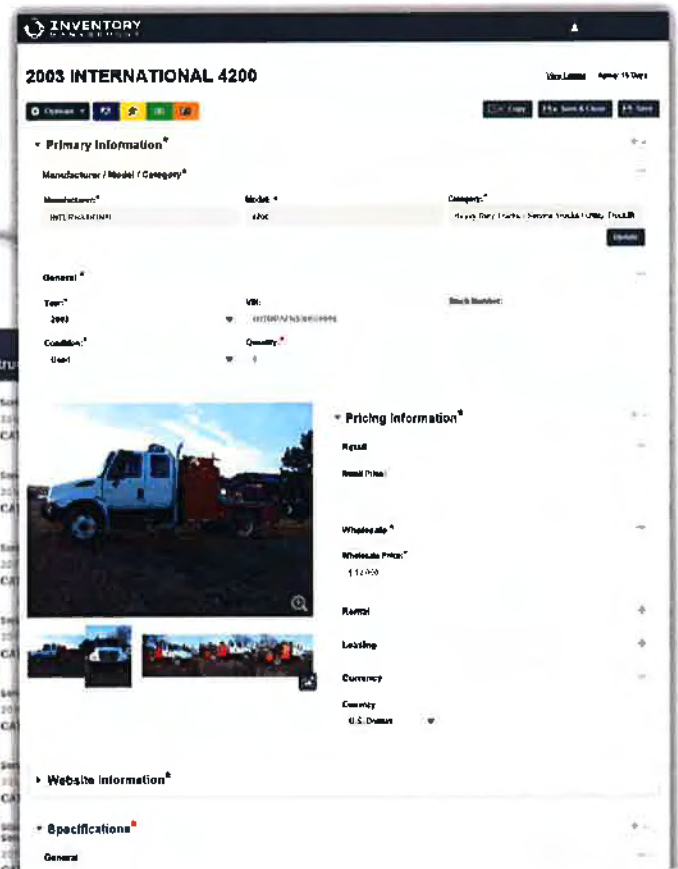
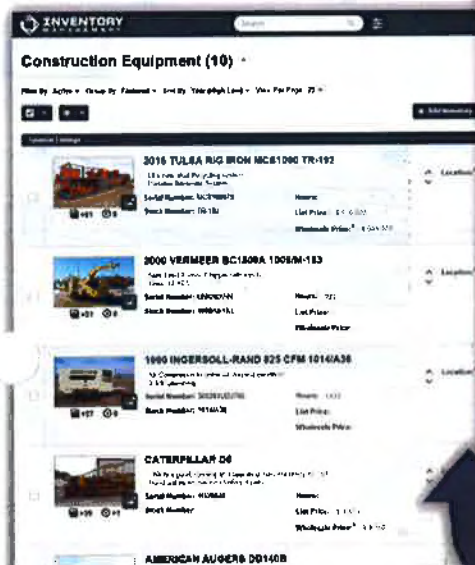


Equipmentfacts is a simulcast tool that enables auctioneers to stream audio and video from their live auctions to the online marketplace and a wider pool of bidders. Bidding occurs through each auctioneers' Equipmentfacts website, which Sandhills designs, hosts, and manages. Through the secure Equipmentfacts platform, buyers are able to place bids from anywhere in the world as if they were actually attending the auctions. Equipmentfacts is web-based, requires no additional software and features an intuitive interface. Equipmentfacts auction listings are advertised in Sandhills' trade publications, such as *Machinery Trader*, *Truck Paper*, and *TractorHouse*, depending on the corresponding industry. Equipmentfacts gives auctioneers, sellers, and buyers the freedom to still use a traditional auction without sacrificing the additional exposure that an online platform provides.

SANDHILLS CLOUD TOOLS

Inventory Management

You, your team, and your auctioneer can access the Inventory Management system through the Sandhills Cloud from any device. There you can catalog your inventory, house pertinent reports, photos, videos, and critical specs about each piece. Your auctioneer will do the bulk of the data entry, but, once an asset's information is in Inventory Management it won't ever have to be re-entered. From Inventory Management you can chose which assets are to be sold and kick off the sales process from there. Decide if a -30, -60, or -90 day liquidation plan would work best, and get started instantly.



SANDHILLS CLOUD TOOLS

Call Stats

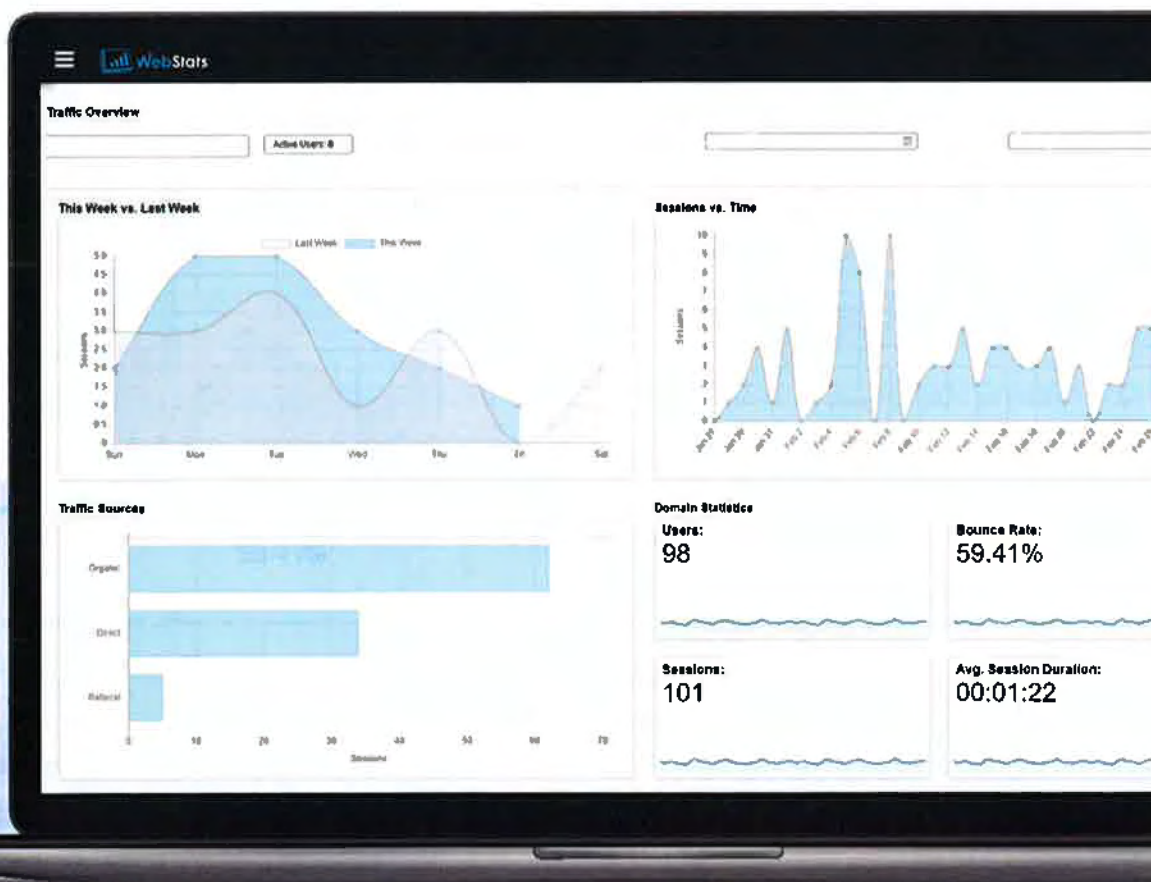
Track phone leads generated by specific assets, plus key information about callers and how those calls are received and handled. Track the number of calls generated, the time spent on the phone, the call count per hour, unique and repeat callers, and campaign successes across all platforms. Call Stats allows you to measure your return on investment and ensure you're getting the best, most targeted exposure out there.



SANDHILLS CLOUD TOOLS

Web Stats

Web Stats provides you an easy way to determine which assets are doing well online and which need more or better exposure. Web Stats tracks viewership of each asset's online listing, and tracks how end users are getting to your inventory. Tracking clicks-to-call, mobile use, and quick find views from the print publications paint a clear picture of your asset's best options for advertising.



SANDHILLS CLOUD TOOLS

FleetEvaluator

FleetEvaluator is an asset valuation tool that pulls from the largest pools of data in the construction, agriculture, and truck and trailer markets. In addition to Sandhills' data from Truck Paper, TractorHouse, MachineryTrader, and others, FleetEvaluator integrates data from every public auction, dealer-reported sales, and more. The tool cross-references data based on numerous market indicators in each industry, including the current health of the market, equipment location, key price-affecting features, and current market landscapes.

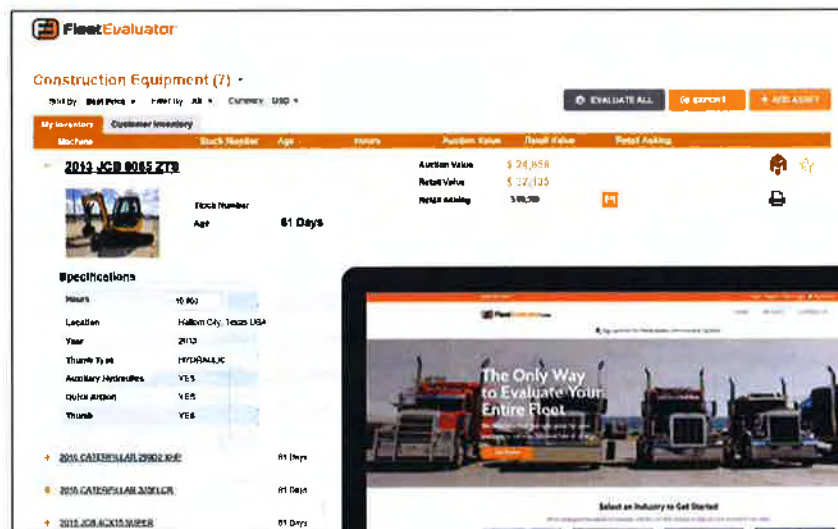
The result is a real-time auction value, retail value, and wholesale value for your asset based on its location, its price-affecting features, and the market *that day*.

Key Advantages of FleetEvaluator

- Save time and resources
- Know where you sit on every piece of inventory
- Filter out your best deals first to easily update print ads
- Value every asset in inventory instantly
- Track market fluctuations across aging inventory
- Get better margins across the board
- Determine the precise value of every trade
- Facilitate brokering and consignment opportunities

FleetEvaluator at a Glance

- A massive store of asset, transactional, and market data growing every minute
- The most dynamic and comprehensive valuation tool on the market
- The most cost-competitive platform available
- Market and auction values presented on a user-friendly, mobile application
- Built into sales and marketing processes to provide valuations ahead of retail and auction outcomes



FleetEvaluator

Construction Equipment (7) -

My Inventory Customer Inventory

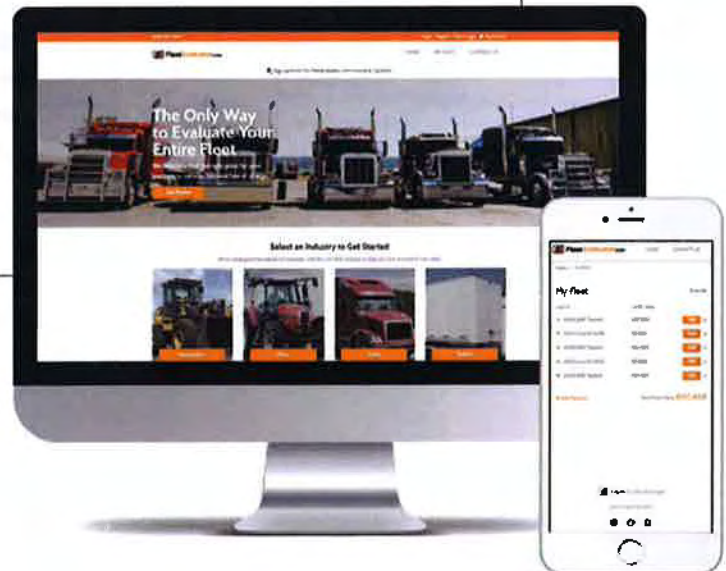
Machine	Stock Number	Age	Hours	Purchase Status	Retail Status	Retail Asking
2012 JCB 8055 ZTR		61 Days				

Auction Value: \$ 24,858
 Retail Value: \$ 22,125
 Retail Asking: 3,950

Specifications

Hours	10,901
Location	Hallam City, Texas USA
Year	2012
Trans Type	HYDRAULIC
Auxiliary Hydraulics	YES
Quick Attach	YES
Thumb	YES

+ 2016 CAT 320DLA (LOW HOURS) R1 Day
 + 2016 CAT 320DLA (LOW HOURS) R1 Day
 + 2012 JCB 8055 ZTR R1 Day



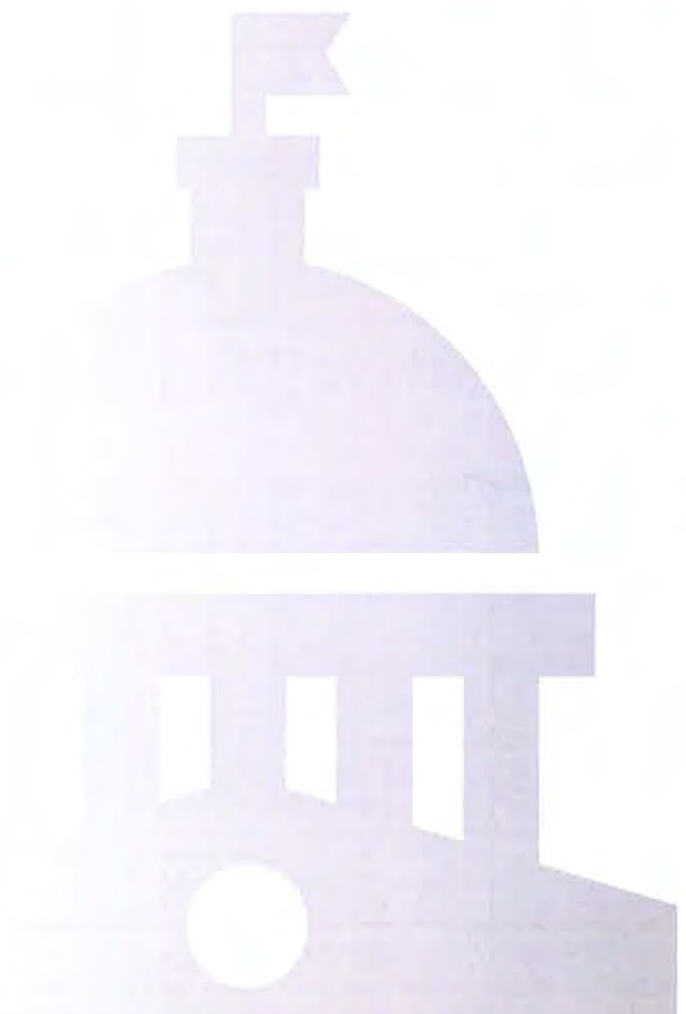


Sandhills Global



SANDHILLS GLOBAL

The Approach



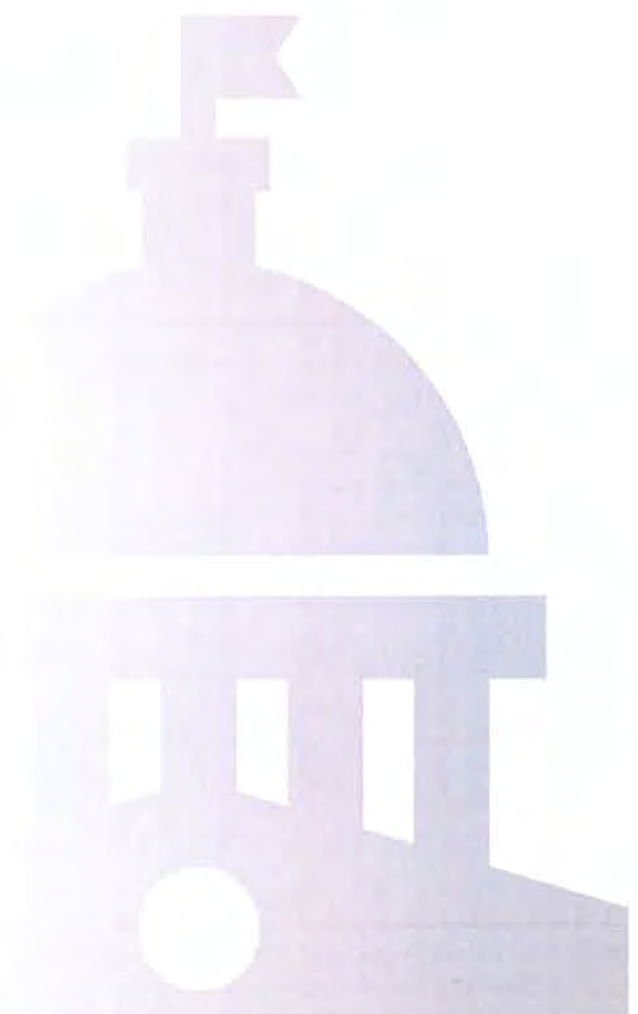


SANDHILLS GLOBAL'S

Public Program

Today's public sector has evolved to buy better equipment, maintain it more efficiently, and manage a lean fleet. The lifecycle approach is full of big data, analytics, indicators, and keys to getting the most out of assets.

Sandhills built the Public Program for the end-of-lifecycles. We streamlined and innovated the sales process to reflect modern public sector goals and benchmarks. We're built to make Nebraska surplus sales **AUDIT-READY**, **EFFICIENT**, and **PROFITABLE**.





THE PUBLIC PROGRAM

At a glance

Designed by Sandhills, the Public Program is firmly rooted in bringing together technology and tradition. Our goal is to make asset sales as efficient as possible while maximizing the benefit to our community.

References and Statistics:

"AuctionTime.com Reports Record-Breaking October, With Over \$61 Million in Equipment"
- <https://www.sandhills.com/news/article/25164>

"AuctionTime.com Sells Over \$21 Million in Equipment, Trucks, & Trailers in Biggest 2-Day Auction of 2019"
- <https://www.sandhills.com/news/article/25144>



TAKE A LOOK

Under the hood

With a keen eye for efficiency, Sandhills trademarked the **VerifiedSale** system to package the total integration of asset sales. The system is geared to address the critical components of public asset sales with minimal effort from you. **VerifiedSale** incorporates data-driven asset valuations, reduces costs, and seamlessly integrates multiple liquidation avenues, maximizing the opportunity for profit.

Under the hood of the **VerifiedSale** system are Sandhills tools that have been driving industry markets for over five decades. From big-data-driven equipment values, to digital marketplaces, to internationally distributed trade magazines, **VerifiedSale** captures it all and makes it digestible, applicable, and useful for you.

 **VerifiedSale**[™]



STRATEGIC LOCAL
Auctioneer

As part of the VerifiedSale system we've contracted with local auctioneers across the State who show proven results in their region, experience in the field, and commitments to their businesses. We monitor their work as a subcontractor to maintain your total satisfaction.


Subcontractor for RFP Number 6154 Z1

Wegener Implement, Inc.
45860 Elm Street
Cornlea, NE 68642



ASSET

Assessment



The second phase of the VerifiedSale system deals with your assets, as they sit, where they sit. You can load industry inventory into the Sandhills' Inventory Management app. This allows you and the auctioneer to add, update, track, and mark assets for sale across departments, locations and divisions instantaneously. Inventory Management is a single point of entry application, meaning from this point forward you don't need to re-enter any asset specs, photos, or documents.

Accurately priced assets sell best, and the VerifiedSale system uses Sandhills' FleetEvaluator tool to do just that. Pulling asset information from Inventory Management, FleetEvaluator provides a data-backed valuation for any piece of construction or agriculture equipment, truck, trailer, or part.


Once assets are loaded and valued you and your auctioneer will determine what assets are to be sold, and decide if a 30-, 60-, or 90-day plan would work best.





MARKET & SELL

Auction



Auctions are not synonymous with profit loss, not in the Public Program anyway. Recognizing the importance of building momentum and anticipation in a pool of potential buyers, Sandhills built a multi-stage auction process. First, assets are offered to your exclusive group of buyers. This first offering can be marketed as aggressively, or quickly as possible, while your auctioneer manages the sale. Exclusive pre-auctions allow you to name your price or encourage buyers to make an offer. Assets not sold through the exclusive pre-auction can be transitioned into the industry-exclusive pre-auction. This is a targeted and heavily marketed step that puts your assets in front of dealers, jockeys, brokers, and our most aggressive industry buyers. With the same flexibility as the exclusive pre-auction, you can accept offers, take bids, or set a "last chance" price. During the industry-exclusive pre-auction your assets are being marketed in a nationally distributed print publication, featured on the Sandhills retail websites, and aggressively advertised on AuctionTime.com as public buyers wait for your assets to hit the open market. If the asset makes it to the final auction it will have weeks of quality momentum behind it, and an eager pool of bidders. All auctions are soft closes, encouraging bidders to continue placing higher bids. Auctions are managed by your auctioneer, all the logistics, payments, and communication with winning bidders is taken care of.

As always, the Public Program can adjust any of these steps to match your restrictions.



AuctionTime.com





SOLD

The Public Program is as simple as these four steps. We are driven by efficiency, user-friendliness, and cost-effective systems. At face value, the Public Program is a few simple steps that result in an incredible return on investment, employment of your local businesses, and the flexibility you need.

Behind the scenes is one of the most capable tech and advertising firms in the world; Sandhills Global. The platforms created by Sandhills continue to drive the heavy industries, auction markets, and retail markets.



License

FEE \$ 400

2019

NO. DL-06973

STATE OF NEBRASKA
MOTOR VEHICLE INDUSTRY LICENSING BOARD

**MOTOR VEHICLE/TRAILER DEALER
LICENSE**

JOSHUA L. EICKMEIER, EXECUTIVE DIRECTOR
OF THE NEBRASKA MOTOR VEHICLE INDUSTRY LICENSING BOARD
DO HEREBY CERTIFY THAT

**MICHAEL WEGENER IMPLEMENT, INC. WITH
PRINCIPAL PLACE OF BUSINESS LOCATED AT 45860
ELM STREET, CORNLEA, NEBRASKA 68642.**



IS DULY LICENSED TO ENGAGE IN THE ACTIVITIES AS INDICATED
ABOVE, IN ACCORDANCE WITH CHAPTER 60, ARTICLE 14 R.R.S 1943,
AS AMENDED, SUBJECT TO THE LIMITATIONS IMPOSED BY LAW DURING
THE CALENDAR YEAR OF 2019.



Joshua L. Eickmeier

EXECUTIVE DIRECTOR

THIS LICENSE MUST BE PROMINENTLY DISPLAYED

02616

FEE \$ 400

2019

NO. AU-00069

STATE OF NEBRASKA
MOTOR VEHICLE INDUSTRY LICENSING BOARD

AUCTION DEALER

LICENSE

JOSHUA L. EICKMEIER, EXECUTIVE DIRECTOR
OF THE NEBRASKA MOTOR VEHICLE INDUSTRY LICENSING BOARD
DO HEREBY CERTIFY THAT

**MICHAEL WEGENER IMPLEMENT, INC. WITH
PRINCIPAL PLACE OF BUSINESS LOCATED AT 45860
ELM STREET, CORNLEA, NEBRASKA 68642.**



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Joshua L. Eickmeier

EXECUTIVE DIRECTOR

THIS LICENSE MUST BE PROMINENTLY DISPLAYED

02691

Terms & Conditions

II. TERMS AND CONDITIONS

Contractors should complete Sections II through VI as part of their proposal. Contractor should read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The contractor should also provide an explanation of why the contractor rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, contractor is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and contractor fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the contractor's commercial contracts and/or documents for this solicitation.

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

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

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

A. GENERAL

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

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

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor's proposal (Solicitation and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract.

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) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Contractor's submitted Proposal.

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

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

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

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

C. NOTICE (POC)

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

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

D. GOVERNING LAW (Statutory)

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

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

E. BEGINNING OF WORK

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

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

F. AMENDMENT

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

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

G. CHANGE ORDERS OR SUBSTITUTIONS

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

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

The Contractor 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 Contractor 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 Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor 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.

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

H. VENDOR PERFORMANCE REPORT(S)

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

The State may document any Instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I. BREACH

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

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 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. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

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

J. NON-WAIVER OF BREACH

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

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.

K. SEVERABILITY

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

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.

L. INDEMNIFICATION

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

1. GENERAL

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

2. INTELLECTUAL PROPERTY (Optional)

The Contractor 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 Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

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

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. 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.

M. ATTORNEY'S FEES

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

N. ASSIGNMENT, SALE, OR MERGER

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

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

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

O. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

P. FORCE MAJEURE

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

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

Q. CONFIDENTIALITY

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

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.

R. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

S. CONTRACT CLOSEOUT

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

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

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

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

T. CONFIDENTIALITY

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

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.

U. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. If directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. in the event funding is no longer available.

V. CONTRACT CLOSEOUT

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

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

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

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

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

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

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. PERMITS, REGULATIONS, LAWS

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

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

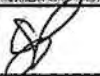
F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor 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.

G. INSURANCE REQUIREMENTS

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

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

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

The Contractor shall not allow any subcontractor to commence work until the subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor 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 six (6) months of termination or expiration of the contract, the contractor 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 six (6) months following termination or expiration of the contract.

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

Technical Proposal

J. TECHNICAL REQUIREMENTS

For the following technical requirements, provide a bidder response explaining how each requirement will be met. These requirements must be responded to and submitted with the proposal response.

1	Describe bidder's approach to conducting auctions and describe the level of professionalism that will be provided. Bidder Response: Auctions to be conducted by subcontracted auctioneers supported by one of the most capable tech advertising firms worldwide, Sandhills Global, Inc. Performed with highest degree of professionalism.
2	Provide a detailed description of the professional sound system for inside auctions and for outside auctions with the capability of running multiple rings simultaneously. Bidder Response: Sandhills/Subcontractors will provide a sound system with necessary capabilities to ensure the auctions are conducted with ample sound.
3	Describe bidder's permanent employee roster and how many subcontractors are needed for auction assistance on average. Bidder Response: Sandhills has hundreds of employees across the world with no less than 1 subcontracted auctioneer.
4	Describe bidder's advertising experience and provide one auction advertising example. Bidder Response: Sandhills is one of the most capable advertising firms in the world. https://www.sandhills.com/DigitalIssues/SandhillsMagazine/SM_0711/
5	Describe bidder's marketing approach on how to reach as many potential auction bidders as possible. Bidder Response: Sandhills multi-channel, global reach allows visitors to access online listings 24 hours a day, seven days a week, efficiently maximizing returns.
6	Describe bidder's auction system and provide information on their online auction service. Bidder Response: Sandhills online auction system/services is discussed in detail in its program proposal submission.
7	Describe bidder's business practices for reports of sale and provide one example. Bidder response: See Program Proposal submission
8	Describe bidder's use of social media technology and how it will be used to attract and communicate with customers. Bidder Response: Sandhills is heavily involved in social media with multi-channel reach and can be used to advertise Surplus Upcoming Auctions as needed.
9	Describe bidder's business practices on payments will be collected and sales taxes remitted. Bidder Response: The subcontractor(s) chosen by Sandhills has a proven track record of collection and remittance Practices, in line with state and federal laws and regulations.
10	Describe bidder's auction site security practices. Bidder Response: Utilizing a minimum of (2) undercover professionals to patrol the auction looking like potential bidders.
11	Provide one example of a situation that lead to outstanding customer service. Bidder Response: Having a personable, knowledgeable crew creates a welcoming environment for bidders to feel comfortable placing bids.
12	Describe two examples of how the bidder provided customer service to an upset customer ultimately leading to a positive outcome for the customer. Bidder Response: The criticality of discrepancies is having the live auction recorded and everything online time stamped. In any event, addressing the customer's issue with an auction that was documented.