

Protecting Our Environment

**Miscellaneous Environmental Testing Services
Nebraska Public Health Environmental Laboratory
RFP Number: 6161 Z1
Opening: November 14, 2019**

Pace Analytical Services, Inc.
Justin Hensley
423-307-2906
Justin.Hensley@pacelabs.com
1638 Roseytown Road, Suites 2,3,4
Greensburg, PA 15601



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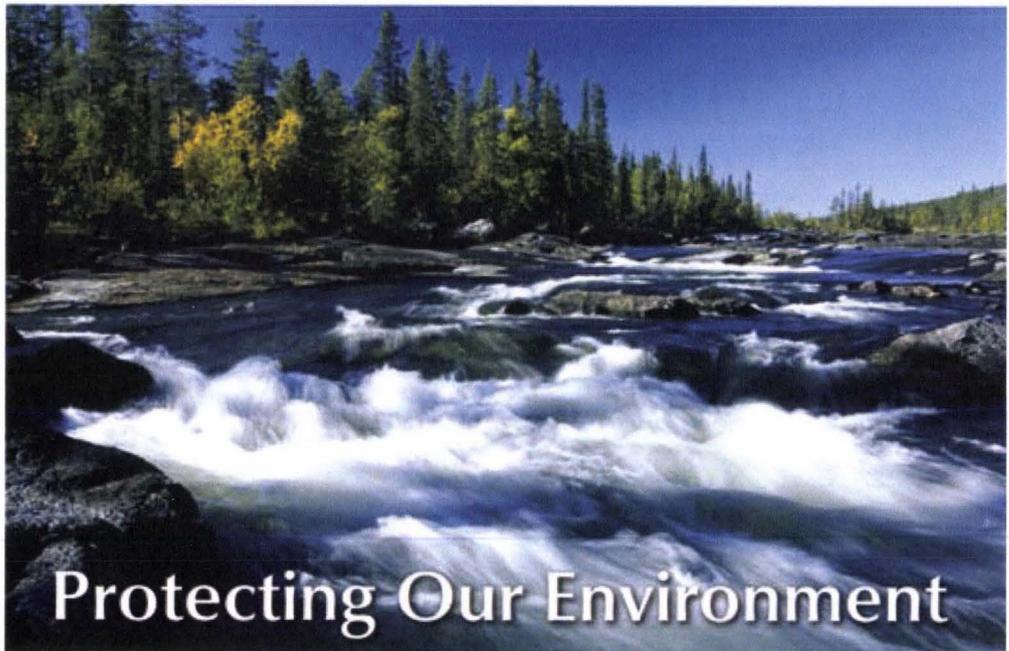
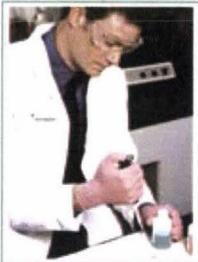
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Technical
Proposal



State of Nebraska
RFP 6161 Z1

Section A
Technical Proposal

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

CONTRACTOR MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the contractor guarantees compliance with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that contractor maintains a drug free work place.

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

_____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" 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.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	Pace Analytical Services, LLC
COMPLETE ADDRESS:	1638 Roseytown Road, Suites 2, 3, 4 Greensburg, PA 15601
TELEPHONE NUMBER:	724-850-5600
FAX NUMBER:	724-850-5601
DATE:	11/12/19
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	William Billings; General Manager



Executive Summary

Pace Analytical Services, LLC is a privately held, industry-leading environmental testing firm. With a nationwide network of 32 environmental laboratories and 48 service centers, Pace is one of the largest environmental testing companies in the United States. The proposed solution will continue to provide the State of Nebraska with a cost-effective and efficient approach to manage the samples contracted by the Department of Health and Human Services Public Health Environmental Laboratory (DHHS PHE Lab).

The Technical Proposal provided by Pace meets all the requirements of the RFP. Sample analysis for the parameters listed in Tables 1 and 2 will be performed by approved methods and reported within the listed TATs. Once samples are received, the DHHS PHE Lab Manager will receive a sample acknowledgement form via email within three days. If circumstances arrive that prevent on-time sample delivery, the DHHS PHE Lab Manager will be notified immediately.

Pace Analytical will provide most of the required tests. Utilizing one laboratory network will provide the State with consistency throughout the project. Even though multiple office locations are involved in the analysis, DHHS PHE Lab will have one primary project manager. All communication, supplies, subcontracting and sample logistics will be handled through the single project manager. The State will also be assigned back-up project managers for support in the event the primary project manager is unavailable due to vacation or illness.

Based on our industry leading radiochemistry efficiency, breadth of services, and capacity, Pace Analytical is best qualified to perform the work required in the RFP. All Pace Labs operate on the same LIMS platform which will provide the DHHS PHE Lab with consistency in reporting. Providing a single point of contact through the Project Manager will add efficiency in ordering supplies and all other forms of communication. Our stringent corporate quality program will ensure that all analytical results meet the method, detection limit, and QA/QC requirements. Pace Analytical's successful history with the State of Nebraska and similar contracts is the best evidence of our ability to successfully perform all the requirements of the DHHS PHE Lab.



State of Nebraska RFP 6161 Z1

Corporate Overview



C) Change of Ownership

Pace Analytical expects no change of ownership or control. In the event of a change in ownership, we will notify the State.

D) Office Location

Pace Analytical will utilize multiple office locations for performance on this contract. Pace Pittsburgh will provide radiochemistry testing; Pace Florida will handle standard environmental analyses; Pace Minnesota will perform dioxin testing.

Pace Pittsburgh
1638 Roseytown Road, Suites 2,3,4
Greensburg, PA 15601

Pace Florida
8 East Tower Circle
Ormond Beach, FL 32174

Pace Minnesota
1700 Elm Street, SE
Minneapolis, MN 55414

E) Relationships with the State

Pace Analytical has held contract number 59242 O4 since 2014.

F) Bidder's Employee Relations to State

No party has been a Nebraska State employee. No Nebraska State employee is an employee of Pace Analytical or subcontractor to Pace Analytical.

G) Contract Performance

Pace Analytical has not experienced a contract termination for default in the past 5 years.

Pace Analytical has not had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason in the past 5 years.



H) Summary of Bidder's Corporate Experience

The requested information regarding corporate experience with projects similar in size and scope may be found in Table 1.

Table 1: Corporate Experience

<i>Entity:</i>	Miami-Dade Water & Sewer Division	Hillsborough County	Lake County
<i>Time Period:</i>	Nov. 2008 – Jan. 2024	March 2009 – Oct. 2021	Jan. 2018 – Jan. 2023
<i>Scheduled Completion Date:</i>	Jan. 2024 (New contract Jan. 2019)	Oct. 2021 (New Contract Dec. 2018)	Jan. 2023
<i>Actual Completion Date:</i>	Ongoing	Ongoing	Ongoing
<i>Reference Information:</i>	Rolondo Camilo 786-268-5631 rolondo.camilo@miamidade.gov	Sandra Fernandez-McCoin 813-663-3209 fernandezsa@hcflgov.net	Cathie Catusus 352-343-9758 ccatusus@co.lake.fl.us
<i>Pace Analytical Role:</i>	Prime Contractor	Prime Contractor	Prime Contractor
<i>Annual Budget:</i>	\$500,000	\$100,000	\$50,000
<i>Project Description:</i>	Pace Analytical performs analysis on potable and non-potable water samples for regulatory compliance. Project includes analyses for environmental chemistry, radiochemistry, and dioxin.	Pace Analytical performs analysis on potable and non-potable water samples for regulatory compliance. Project includes analyses for environmental chemistry, radiochemistry, and dioxin.	Pace Analytical performs potable and non-potable water regulatory compliance.



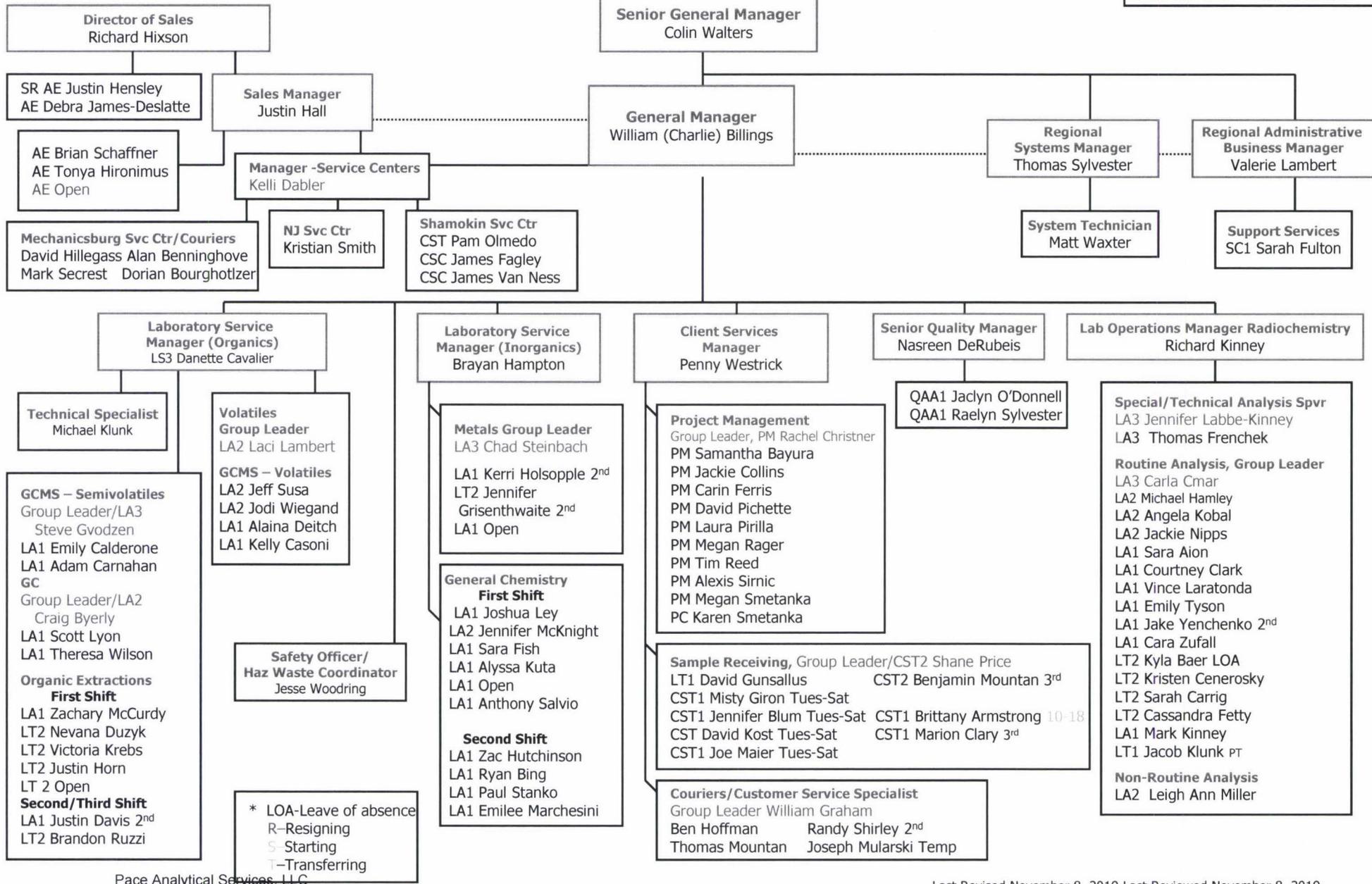
I) Summary of Bidder's Proposed Personnel/Management Approach

As noted in the office locations section, Pace will utilize 3 laboratories for performance on this contract. Because a majority of sample volume is radiochemistry, Pace Pittsburgh will be the primary laboratory. The project manager and primary point of contact for the State is Samantha Bayura. She will be responsible for handling bottle orders and other day to day tasks associated with managing the project.

Once samples are received, the management structure of the laboratory is important in ensuring on-time delivery of acceptable results. Figure 1 shows the organization structure of the Pittsburgh laboratory. Key management staff includes William "Charlie" Billings, Richard Kinney, Nasreen DeRubeis, Rachel Christner. As Senior General Manager, Charlie is responsible for the overall laboratory management. Richard Kinney, Radiochemistry Lab Director, ensures the Radiochemistry Laboratory is sufficiently staffed, all data quality objectives are met, and sample results are reported on time. Nasreen DeRubeis, Senior Quality Manager, is responsible for the implementation and compliance with the QA/QC plan and maintaining the proper certifications. Pace Florida and Pace Minnesota have very similar management structures. Their organizational charts are included in Figure 2 and Figure 3, respectively.

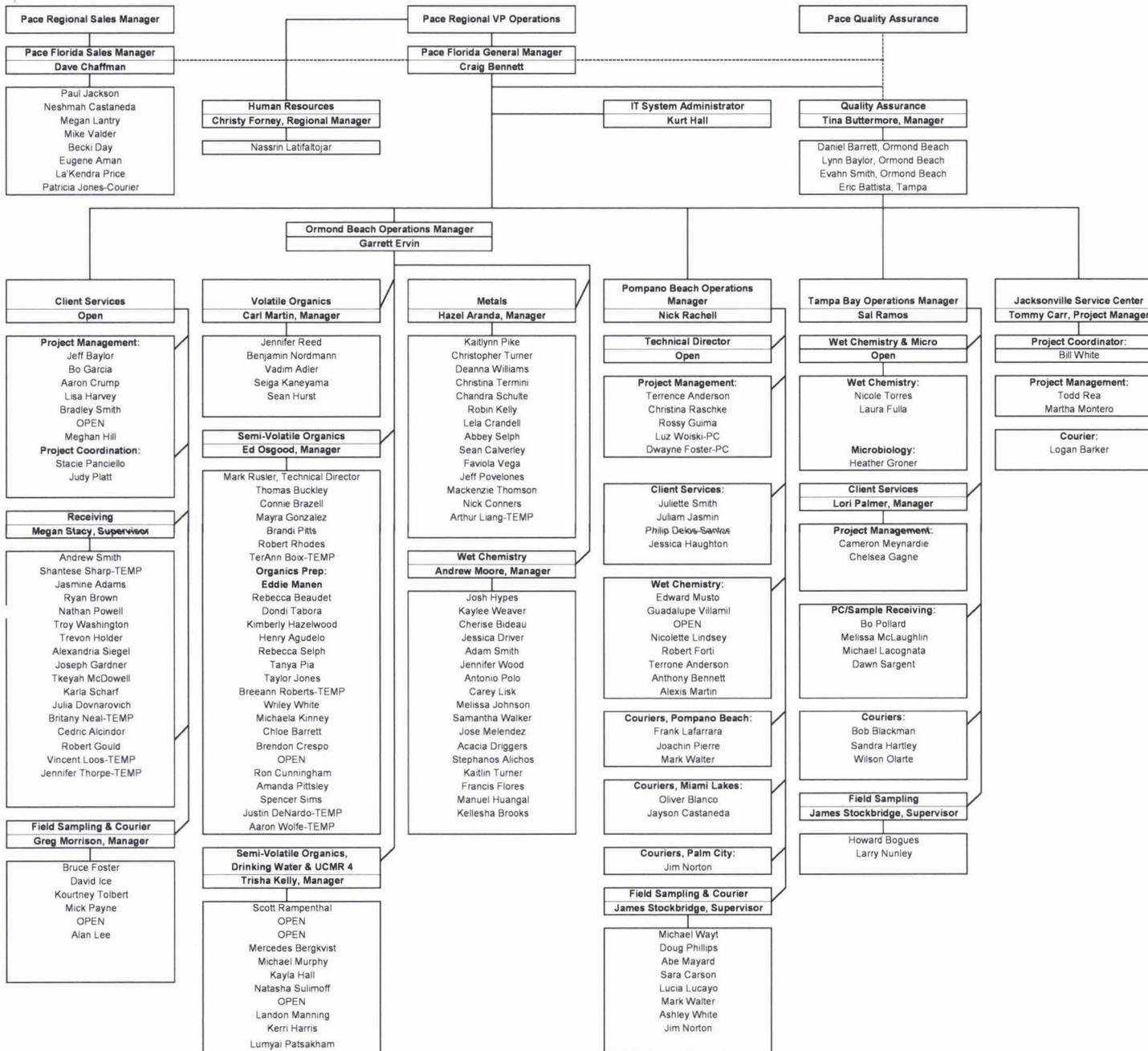
Key managerial staff is very important in successful performance on any contract. Resumes for Pace Analytical key staff follow the organizational charts.

Corporate Staff Occasionally On-site
 Randy Hill - LMS Coordinator
 Ginny Gordon-Mosovsky Purchasing
 Amanda Lentz - Lean Facilitator





Pace Florida - Organizational Chart
May 2, 2019

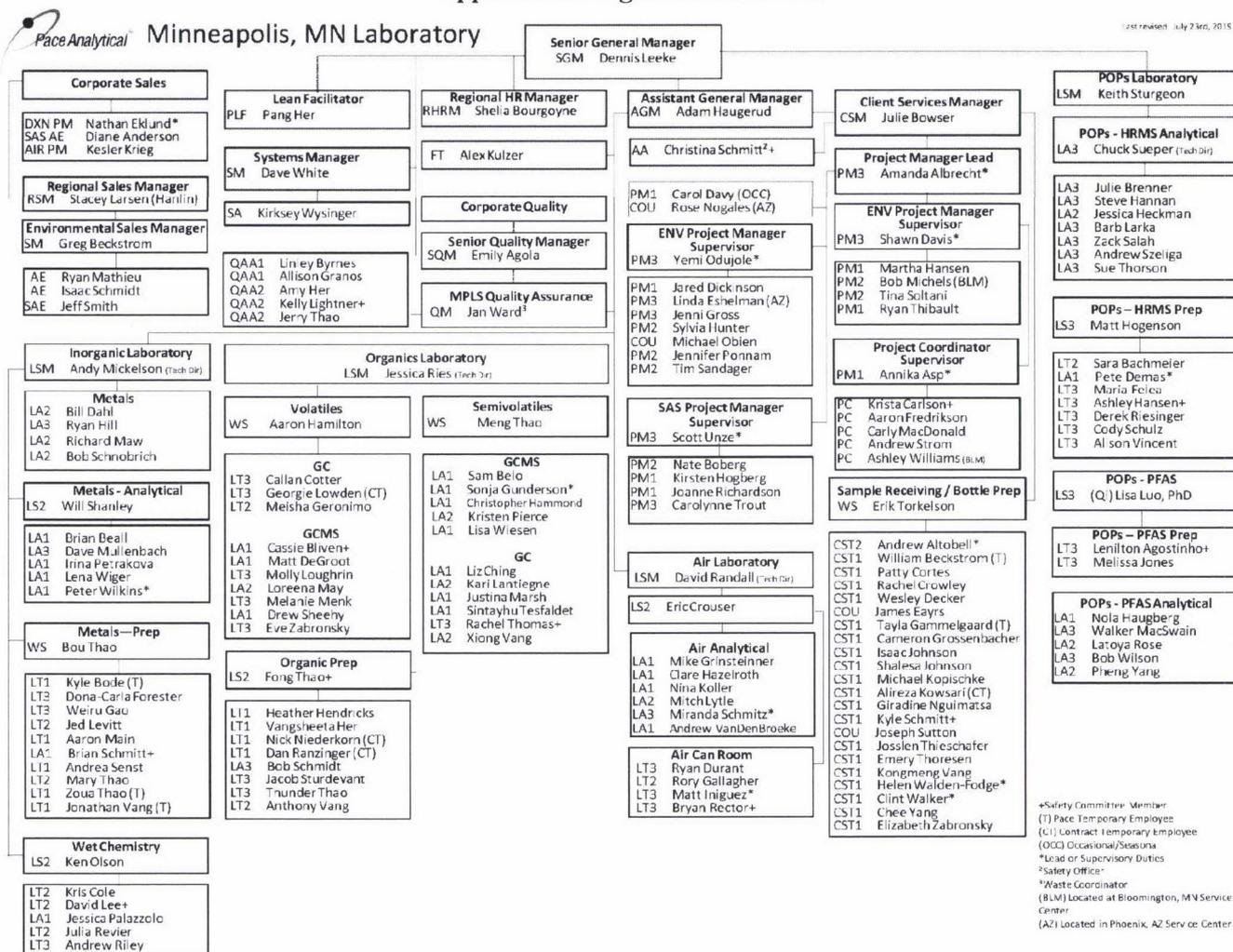




LABORATORY QUALITY MANUAL

Pace Analytical Services, LLC

Appendix D: Organization Charts



*Includes Bloomington, MN and Phoenix, AZ personnel



J) Subcontractors

Most of the required parameters will be performed by Pace Analytical. The only exceptions are Asbestos, Bromate, Cryptosporidium/Giardia, and Microscopic Particulate Analysis (MPA). Pace will utilize the subcontractors listed in Table 2.

Pace has the capability to provide Endothall and TOC within our network of laboratories. However, for the past couple of years, Pace has utilized a subcontractor for these tests. Because Nebraska has been pleased with the performance of the subcontractor, Pace is proposing to maintain the current structure.

Table 2: Subcontractors

Subcontractor	EMSL Analytical 200 Route 130 North Cinnaminson, NJ 08077 1-800-220-3675	Analytical Services, Inc. 130 Allen Brook Lane Williston, VT 05495 1-800-723-4432	Eurofins Eaton Analytical 7500 Royal Oaks Drive, Suite 100 Monrovia, CA 91016
Tasks	Asbestos Analysis	Cryptosporidium/Giaradi, Microscopic Particulate Analysis (MPA)	Bromate, Perchlorate, Endothall, TOC, Chlorite
Percentage of Hours	2%	<1%	25%

The total percentage of subcontractor performance hours will be roughly 27% of the total contract.



State of Nebraska

RFP 6161 Z1

Technical Approach



State of Nebraska RFP 6161 Z1 Technical Approach

A) Understanding Project Requirements (Project Description)

The project requires that the contract laboratory provide chemistry and radiochemistry testing of a variety of matrices for the Nebraska Department of Health and Human Services Public Health Environmental Laboratory (DHHS PHE Lab). Pace Analytical will provide testing, interpreting, and reporting of the parameters listed in RFP Tables 1 and 2 in accordance with the requirements outlined in the RFP. Those requirements include:

- All supplies, materials and services are included in the unit analytical price and may not be added as surcharges.
- Upon award, three copies of the laboratory Standard Operating Procedures (SOPs) must be submitted to the DHHS PHE Lab. SOPs must be updated as appropriate during the life of the contract.
- All tests must be performed by Pace Analytical or subcontractors who are controlled by Pace Analytical.
- Pace is responsible for all shipping costs in subcontracting and for samples that must be re-collected due to contractor error.
- Subcontractors must follow the same contract conditions as Pace Analytical and it is Pace's responsibility to monitor compliance to those conditions.
- Pace Analytical will be the sole point of contact for subcontractors and any change in subcontractors must be approved, in writing, by the DHHS PHE Lab.
- Pace Analytical will provide sample collection kits and shipping containers with the appropriate labels upon request by the DHHS PHE Lab.
- Pace will notify DHHS PHE Lab management by phone immediately of abnormal test results that may endanger someone's health.
- If at any time there is a need for sample re-collection, Pace will notify the DHHS PHE Lab management as soon as possible to expedite the re-collection process.
- Upon sample receipt, sample acknowledgement forms will be submitted via email to the DHHS PHE Lab manager within 3 days. Pace will be responsible for maintaining proper temperature and hold-times to ensure the validity of the testing.
- Pace Analytical and subcontractors will routinely release results within the turnaround times (TATs) listed in Tables 1 and 2. If circumstances prevent on-time reporting, the DHHS PHE Lab Manager will be notified as soon as the problem arises.
- Pace Pittsburgh, Pace Florida, Pace Minnesota and subcontractors maintain NELAP certification for the analytes listed in Tables 1 & 2. All laboratories will also maintain Nebraska Drinking Water Certification.
- Pace Analytical understands the QA/QC requirements. A QA Plan is included in this RFP response and detailed information regarding conformance to individual requirements is included as part of the "Detailed Project Work Plan" subdivision of the Technical Approach section.



B) Proposed Development Approach

A significant developmental effort in production is not required for Pace Analytical to successfully perform the requirements listed in the RFP. Considering only the "Estimated Annual Usages" listed in Table 1, the Pace Pittsburgh radiochemistry laboratory will be responsible for 88% of the contract. Our radiochemistry laboratory has experienced steady growth in revenue and profitability during the past three years. To facilitate future growth, we have significantly increased our capacity through new physical assets, employees and efficiency improvements. The Pace Pittsburgh radiochemistry laboratory maintains one of the highest throughput efficiencies in the industry and, as a result, offers industry-leading TAT. We have the capacity to routinely provide all the radiochemistry requirements faster than the required TAT listed in the RFP.

In customer service, we will develop an approach to provide supplies and information as efficiently as possible. The State's main point of contact (project manager) will sit in the Pace Pittsburgh facility because a majority of samples will be shipped there. All requests for supplies may be submitted through the project manager. Bottle kits will be delivered to the DHHS PHE Lab with the appropriate shipping information for sending samples to the appropriate laboratory. Additionally, a back-up project manager will be assigned to assist the state in the event the primary project manager is unavailable.

Once we receive notice of intent to award, I will host a meeting with the Project Manager, back-up Project Manager, General Manager, and Laboratory Supervisors and representatives from subcontractors to review all the requirements listed in the contract and ensure that everyone understands their roles and responsibilities in conforming to those requirements. Throughout the life of the contract, we will meet periodically to discuss performance and contract compliance. We will be open to any meeting with the State at the request of the DHHS PHE Lab Manager.

C) Technical Considerations

Radiochemistry MDCs

There are no MDCs listed for Gross Alpha, Radium-226, or Radium-228. Pace proposes target MDCs at or below the EPA drinking water MCLs.

Radon

Radon is volatile and requires sample collection in three 40mL VOA vials with no headspace and no preservative. Due to the short half-life (3.8 days), Radon also has a very short hold-time. Radon samples should be shipped overnight on the day they are collected.

The requested MDC of 15 pCi/L for radon is extremely low. Pace proposes a target MDC of 100 pCi/L.



D) Detailed Project Work Plan (Scope of Work)

Sample Collection Kits, COC, and Sample Log-In

Sample collection kits and supplies will be ordered through the Pace Project Manager. The DHHS PHE Lab will receive the sample collection kits and/or shipping containers with the proper labels and shipping information for the appropriate laboratory. Once samples are received, they are inspected and logged into LIMS based on the information contained on the chain of custody (COC). If samples are received without a COC, the sample receiving department notifies the Project Manager who will contact the State to obtain the proper documentation. Within three days of receiving samples, Pace will submit a sample acknowledgement form to the State.

Sample Storage

While samples that have hold times nearing expiration may be taken directly to the laboratory, it is likely that most samples will be stored before analysis. All storage areas have limited access and are monitored to ensure sample integrity. Samples are stored away from standards, reagents, and other sources of contamination. Volatile samples are stored away from other samples and with storage blanks to measure any cross-contamination acquired during storage. Once samples are properly stored, the temperature is constantly monitored.

Sample Analysis

All samples will be analyzed by the analytical method listed in "Contractor Method Used" column of Tables 1 and 2. Upon completion the primary analyst is responsible for the initial data reduction and review including confirmation of compliance with required methodology, verifying calculations, and evaluating quality control data. Any non-conformances are noted in logbooks or as footnotes or narratives. After review, sample results are logged into LIMS and the primary analyst proceeds to compile the initial data package for verification. This compilation must include sufficient documentation for data review and may include standard calibrations, chromatograms, manual integration documentation, electronic printouts, COC forms and logbook copies. Once the primary analyst has reviewed and accepted the data, the completed data validation package is sent to a designated qualified reviewer. The data reviewer provides an independent technical assessment of the data package and technical review for accuracy according to methods employed and laboratory protocols. Once the data has been technically reviewed and approved, it is authorized for release. Prior to reporting, the project manager examines the report for appropriate methods, detection limits and QC acceptability.



Results

Analytical results will only be released to the authorized DHHS PHE Lab staff provided by the State. Results will be sent via email in a format acceptable to the DHHS PHE Lab Manager. Within five business days of completion, original results will be mailed to the DHHS PHE Lab Manager. Each test result will include the DHHS PHE Lab sample number, date and time collected, method(s) performed, date tested, time tested (if test is time sensitive), analyst identification, laboratory identification, reporting levels, data qualifiers, any comments used, and any other pertinent information. In addition, a QA/QC summary will be included with results for LCS, method blank, and MS/MSD for each work order.

Quality Assurance

Pace Analytical maintains a strict quality control program. We regularly participate in proficiency testing programs and obtain acceptable results. Copies of the QA Plan and PT results are included in section 3 of this proposal.

The QA/QC summary will include, at a minimum, results for LCS, Method Blank, and MS/MSD. Radiological data will be reported as the radioactivity concentration ± 2 STD DEV (95% confidence level).

Isotopic Uranium

Isotopic Uranium results will include the total combined uranium activity in pCi/L from the individual uranium isotopes (U-234, U-235, & U-238). In addition to the U-234 & U-238 activities, the U-234/U-238 ratio will also be reported so that a unique activity to mass conversion factor can be used to calculate the uranium mass in ug/L. All uranium data will include precision data.



E) Deliverables and Due Dates (Scope of Work)

Analytical results will be provided within the TATs specified in RFP Tables 1 and 2. If at any time an issue prevents on-time delivery, the DHHS PHE Lab Manager will be notified immediately when the problem arises. Pace will provide other specified data and communications within the time frames specified in the RFP. Table 3 outlines the required communication and deliverables.

Table 3

Communication/Deliverable	Allotted Time Frame
Standard Operating Procedures (3 copies)	Within 10 days from the date of contract award
Abnormal/Dangerous Test Result	Immediately (by phone)
Inadequate, lost or damaged sample	Immediately (phone or fax)
Authorized Representative Contact Information	Within 10 days from the date of contract award
Sample Receipt Acknowledgement	Within 3 days of sample receipt
Analytical Results (electronic)	Within the TATs listed in RFP Tables 1 & 2
Analytical Results (hard copy)	Mailed within 5 business days of completion
Changes in certification	Within 5 business days of the change
Invoicing	One itemized invoice/month

Section C



State of Nebraska

RFP 6161 Z1

Section C - Additional Information

Addendum Acknowledgement

Proprietary Sections

Form A - Bidder Contact Sheet

Terms & Conditions

PT Results

QA Plans

ADDENDUM ONE QUESTIONS and ANSWERS

Date: 10/31/2019
To: All Bidders
From: Julie Schiltz/Dianna Gilliland Buyer(s)
AS Materiel State Purchasing Bureau
RE: Addendum for Request for Proposal 6161 Z1 to be opened on 11/14/2019, at 2:00 P.M.
Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>	<u>State Response</u>
1.	RFP Number 6161 Z1	Cost proposal – Table 2	Please provide 8260B Regular List	Please see COST PROPOSAL REVISION 1–TABLE 2. All compounds listed in EPA method 524.2 https://www.epa.gov/sites/production/files/2015-06/documents/epa-524.2.pdf
2.	RFP Number 6161 Z1	Cost proposal – Table 2	Please provide 8260B Long List	Please see COST PROPOSAL REVISION 1–TABLE 2. All compounds listed in SW-846 method 8260D, https://www.epa.gov/sites/production/files/2018-06/documents/method_8260d_update_vi_final_06-11-2018.pdf

This addendum will become part of the RFP and should be acknowledged with the Request for Proposal response.

Pace acknowledges receipt of Addendum One.



Proprietary Information

The key staff resumes contained in the corporate overview section of the Technical Proposal should not be released.

The Pace Analytical Quality Assurance program and PT Study results are for the State's review only.

Pace Analytical is a privately held company and therefore does not release financial information. The financial information contained in the corporate overview section of the Technical Proposal is proprietary.

Form A
Contractor Proposal Point of Contact
Request for Proposal Number 6161 Z1

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

Preparation of Response Contact Information	
Contractor Name:	Pace Analytical Services, LLC
Contractor Address:	1638 Roseytown Road, Suites 2, 3, 4 Greensburg, PA 15601
Contact Person & Title:	Justin Hensley, Program Manager
E-mail Address:	justin.hensley@pacelabs.com
Telephone Number (Office):	724-850-5600
Telephone Number (Cellular):	423-307-2906
Fax Number:	724-850-5601

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

Communication with the State Contact Information	
Contractor Name:	Pace Analytical Services, LLC
Contractor Address:	1638 Roseytown Road, Suites 2, 3, 4 Greensburg, PA 15601
Contact Person & Title:	Justin Hensley, Program Manager
E-mail Address:	justin.hensley@pacelabs.com
Telephone Number (Office):	724-850-5600
Telephone Number (Cellular):	423-307-2906
Fax Number:	724-850-5601

Terms and
Conditions



State of Nebraska

RFP 6161 Z1

Terms and Conditions

II. TERMS AND CONDITIONS

Contractors should complete Sections II through VI as part of their proposal. Contractor is expected to 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:
JH			

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:
JH			

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. 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.

D. BEGINNING OF WORK

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.

E. AMENDMENT

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

F. CHANGE ORDERS OR SUBSTITUTIONS

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

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.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

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

G. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

H. BREACH

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

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.

I. NON-WAIVER OF BREACH

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

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.

J. SEVERABILITY

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

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.

K. INDEMNIFICATION

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

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

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. ALL REMEDIES AT LAW

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

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

L. ATTORNEY'S FEES

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

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.

M. PERFORMANCE BOND

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		JH	Pace typically provides a cashier's check for 10% of the total contract value in lieu of a performance bond. See "exceptions."

The selected Contractor will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which must be valid for the life of the contract to include any renewal and/or extension periods. The amount of the bond must be \$50,000.00. The bond will guarantee that the selected contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to

comply will be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

N. ASSIGNMENT, SALE, OR MERGER

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

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:
JH			

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:
JH			

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:
JH			

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. OFFICE OF PUBLIC COUNSEL (Statutory)

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

S. LONG-TERM CARE OMBUDSMAN (Statutory)

Contractor must comply with the Long-Term Care Ombudsman Act, per Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.

T. EARLY TERMINATION

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

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.

U. CONTRACT CLOSEOUT

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

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

1. All tests requested and accepted within the contract period must be completed;
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:
JH			

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:
JH			

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:
JH			

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. 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 proposal. 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.

F. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the Contractor, 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 proposal form, once accepted by the State, shall remain fixed for the initial term of the contract. Any request for a price increase subsequent to the initial term of the contract shall not exceed two percent (2%) of the price proposed for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

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.

G. COST CLARIFICATION

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

H. PERMITS, REGULATIONS, LAWS

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

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.

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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.

J. INSURANCE REQUIREMENTS

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

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 two (2) years 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 two (2) years 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.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, 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
Independent Contractors	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	\$1,000,000 per occurrence
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CONTRACTOR'S POLLUTION LIABILITY	
Each Occurrence/Aggregate Limit	\$2,000,000
Includes Non-Owned Disposal Sites	
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

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

Department of Health and Human Services
 Division of Public Health
 Attn: Public Health Environmental Health Unit Administrator
 301 Centennial Mall S. 3rd floor
 Lincoln, NE 68509

These certificates or the cover sheet shall reference the RFP 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 Contractor to maintain such insurance, then the Contractor 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 Contractor.

K. ANTITRUST

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

The Contractor 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

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

By submitting a proposal, contractor certifies that there does not now exist a relationship between the contractor and any person or entity which is or gives the appearance of a conflict of interest related to this solicitation or project.

The contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its goods and services hereunder or which creates an actual or an appearance of conflict of interest.

The contractor certifies that it will not knowingly employ any individual known by contractor to have a conflict of interest.

The Parties shall not knowingly, for a period of two (2) years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the solicitation or project, or who had any influence on decisions affecting the Solicitation or project.

M. SITE RULES AND REGULATIONS

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

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

N. ADVERTISING

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

The Contractor 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 (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

P. DISASTER RECOVERY/BACK UP PLAN

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

The Contractor 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

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

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

R. WARRANTY

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

Despite any clause to the contrary, the Contractor 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 Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor 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.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. TAXES (Statutory)

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

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor'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 Contractor must submit only one itemized invoice per month for reimbursement, to the DHHS NPHEL, Accounting, at 3701 South 14th Street, Lincoln, NE 68502. Payment will be made from this itemized invoice. Each invoice must include the dates of service, the testing performed by method, the corresponding client number for each sample, the sample number(s) and the fee for each test performed. All discrepancies between the Contractor and the DHHS NPHEL records must be reconciled before payment will be made. Services repeated due to technical error, lab accident or breakage by the Contractor will be at no charge to the DHHS NPHEL. No 'sample management' fees will be paid.

D. INSPECTION AND APPROVAL

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

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

E. PAYMENT (Statutory)

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

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

F. LATE PAYMENT (Statutory)

The Contractor 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 (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

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

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

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 (0.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor 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 Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

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

A. PROJECT SCOPE

Contractor will provide chemistry testing of a variety of water as well as other matrices for the Nebraska Department of Health and Human Services Public Health Environmental Laboratory (hereinafter referred to as DHHS NPHEL), in Lincoln, Nebraska. The DHHS NPHEL makes no commitments or guarantees as to testing volumes and provides estimated test volume only.

The DHHS NPHEL performs in-house environmental testing, including tests on drinking water, well water, waste water and various other matrices that are submitted for testing. Due to the variety of sample types, methods requested and limited time and resources, the DHHS NPHEL outsources part of the testing to ensure that the testing is performed within the required turn-around time-frame(s) in the Cost Proposal.

The Contractor will provide environmental testing, including but not limited to radiological chemistry, Dioxin, Asbestos, Endothall, and other testing as listed in Cost Proposal Tables 1 and 2 as requested by DHHS NPHEL clients to meet Federal and State of Nebraska regulations. All of the tests listed in Cost Proposal Table 1 and some of the tests in Cost Proposal Table 2 are not performed at the DHHS NPHEL. Samples are collected by public water systems, drillers of new drinking water wells, the Nebraska Department of Environment and Energy, the Nebraska Drinking Water Program and private citizens. Typically, samples will be directly shipped to the Contractor by the collector to facilitate faster sample turnaround time and will be identified as NPHEL.

B. PROJECT SERVICES

The Contractor will provide testing, interpreting and reporting of chemistry as designated in Cost Proposal Tables 1 and 2 and the specifications described in this RFP.

C. PROJECT CONDITIONS

1. SUPPLIES AND SERVICES:

- a. Test pricing must include all supplies, materials, services, and shipping cost to any subcontractor. Contractor must provide an electronic copy of the Contractor's Standard Operating Procedures (SOPs) for each of the tests within ten (10) business days from date of contract award, with updating of the SOPs as appropriate during the life of the contract.
- b. If a sample must be re-collected due to error on the part of the contractor, the cost of shipping from the DHHS NPHEL client to the contractor must be covered by the contractor.
- c. Tests must be performed using the agreed upon methods, to test for the presence and quantity of the listed analytes as stated in Tables 1 and 2. All testing must be performed by the Contractor or by subcontractors.
- d. The Contractor will be the sole contact with all the subcontractors regarding any sample rejection, testing, reporting of results, billing or other concern. See also Section III.A.
- e. The Contractor is responsible for supplying sample collection kits, shipping containers and appropriate labels as requested by the DHHS NPHEL.
- f. The Contractor will notify the DHHS NPHEL management by phone, immediately of test results that exceed the Maximum Contaminant Level (MCL).
- g. If a specimen is inadequate or inappropriate for testing, lost, or damaged by the Contractor, the Contractor must notify the DHHS NPHEL management by phone or email as soon as possible so the same may be collected in a timely fashion.
- h. Additional tests may be added based on Federal requirements. In such case, Contractor will provide pricing, which may be incorporated into the contract through an amendment.

2. CORRESPONDENCE:

- a. The Contractor must, within ten (10) business days from date of contract award, submit written notification to the DHHS NPHEL Manager of the name, title, address, email address, and telephone number of a duly authorized representative to whom all correspondence, official notices, and requests related to the performance of the contract must be addressed.
- b. The Contractor will be authorized to change or substitute the representative as deemed necessary, but must provide such identification throughout the life of the contract.

3. RECEIPT OF SAMPLES:

- a. Samples will be submitted directly to the Contractor or subcontractor using DHHS NPHEL's sample submission form as the chain of custody.

- b. The Contractor must email to the attention of the DHHS NPHEL Manager an acknowledgment of sample receipt for each sample submitted from DHHS NPHEL clients within three (3) days of sample receipt at the testing laboratory.
- c. If a sample is submitted with incomplete chain of custody or sample acceptance issues, the Contractor must contact the DHHS NPHEL Manager within twenty-four (24) hours.
- d. The Contractor is also responsible for maintaining proper temperature upon receipt of sample and/or any other holding conditions necessary to ensure the validity of all testing.
- e. The Contractor must meet all sample holding times and desired result reporting turnaround times as noted in Tables 1 and 2. If circumstances arise that prevents the Contractor or subcontractor from meeting these turnaround times, the Contractor must call it to the attention of the DHHS NPHEL Manager, as soon as the problem arises.

4. RELEASE OF RESULTS:

- a. Routinely, results must be available and released within the turnaround times listed in Tables 1 and 2. If circumstances arise which prevents the Contractor or subcontractor from meeting these turnaround times, the Contractor must notify the DHHS NPHEL Manager, as soon as the problem arises. Results must be released only to staff at the DHHS NPHEL. The Contractor will receive a list of authorized DHHS NPHEL staff that results may be released to.
- b. Results must be sent electronically in a format approved by the DHHS NPHEL Manager. The original results must then be mailed to the DHHS NPHEL Manager within five (5) working days of result completion. Each test result must include:
 - i. the DHHS NPHEL sample number;
 - ii. date and time collected;
 - iii. lab name and location at which test was performed;
 - iv. method(s) performed;
 - v. date tested;
 - vi. time tested if test is time sensitive;
 - vii. analyst identification;
 - viii. laboratory identification;
 - ix. reporting level(s);
 - x. any data qualifiers used;
 - xi. any comments; and/or
 - xii. any other pertinent information.
- c. In addition, a Quality Assurance/Quality Control (QA/QC) Summary Report must be attached with results for the applicable Laboratory Control Sample, Method Blank, Sample Matrix Spike, and Sample Matrix Spike Duplicate for each work order.

5. COMPLIANCE:

- a. The Contractor and all subcontractors must have and must maintain Drinking Water certification status for each analyte and method reported by them, through the Environmental Protection Agency (EPA) or the National Environmental Laboratory Accreditation Program (NELAP).
- b. The Contractor and any subcontractor laboratories must apply for, receive and maintain Nebraska Drinking Water certification for the appropriate analyte(s) and method(s). Any changes in certification status must be communicated to the DHHS NPHEL Manager in writing within five (5) business days of the change. If there is no formal Drinking Water certification program for a particular analyte or method, the Contractor must notify the DHHS NPHEL manager within five (5) business days.

6. QUALITY ASSURANCE:

- The Contractor and all subcontractor(s) must:
- a. Maintain a stringent internal Quality Control Program.
 - b. Participate in a proficiency testing program for each analyte and method reported, when a proficiency program exists. Proficiency testing (PT) must meet or exceed the requirements of the Drinking Water Certification Program through EPA or NELAP. Proficiency results must be forwarded to the DHHS NPHEL QA Officer by the PT provider.
 - c. Routinely obtain acceptable results on proficiency testing from PT provider.
 - d. Use acceptable established procedures to provide accurate and reproducible results per acceptable methodology.
 - e. Contractor must provide an updated QA Plan to the DHHS NPHEL within ten (10) business days, whenever a major revision is made.
 - f. Use the test method(s) specified by the DHHS NPHEL for each request submitted or another EPA approved method for the analysis of drinking water or waste water as appropriate.

- g. Seek approval from the DHHS NPHEL Manager, in writing, before any method changes can be made by the Contractor or subcontractor. The required analysis must follow the requirements of the National Primary Drinking Water EPA program monitoring requirements.
- h. Seek approval from the DHHS NPHEL Manager, in writing, before any reporting limits changes are made by the Contractor or subcontractor. No changes can occur without written approval.
- i. Report radiological analytical data when appropriate as radioactivity concentration ± 2 STD DEV (95% confidence level), a lower level detection (LLD) must be stated where appropriate (e.g. when result is less than LLD, an estimated result may be given with the reported LLD value).
- j. Provide a QA/QC summary report to include results for the applicable Laboratory Control Sample, Method Blank, Sample Matrix Spike and Sample Matrix Spike Duplicate that must be attached to each work order reported.
- k. Re-analyze or request re-collection of any sample, at Contractor's expense, where quality control falls outside of method acceptable limits.

7. DHHS NPHEL RESPONSIBILITIES TO THE CONTRACTOR:

- a. The DHHS NPHEL will mail the Contractor provided sample collection kit(s) and NPHEL forms to clients in accordance to DHHS NPHEL protocols.
- b. The DHHS NPHEL will provide the Contractor a list of authorized lab staff including phone numbers.

D. PERFORMANCE MEASURES

A Corrective Action Plan may be requested by DHHS, at its sole discretion, if the Contractor fails to successfully meet any tasks defined in section V.C.6. The plan must be submitted in writing and must be submitted within seven (7) business days of the request.

E. BIDDER REQUIREMENTS

1.	Provide a current copy of a QA Plan.
2.	Provide with QA Plan any adverse action or loss of certifications regarding drinking water tests incurred in the past five (5) years.
Response: N/A	
3.	Describe ability to provide a QA/QC Summary Report that includes the items listed in section V.C.
Response: See "Technical Approach" subsection D. Pace will provide a QA/QC summary report to include results for the applicable LCS, Method Blank, MS, and MSD.	
4	Describe the process for notifying the DHHS NPHEL Manager of sample receipts.
Response: See Technical Approach subsection A. Upon receipt, sample acknowledgement forms will be submitted via email to the DHHS PHE Lab Manager within 3 days.	
5	The Contractor should minimize the use of subcontractors. Describe its approach to testing that achieves this objective.
Response: See Corporate Overview subsection J. Pace has the capability to provide 95% of the contract requirements. Based on good historical performance in support of DHHS PHE, Pace is proposing to utilize subcontractors for roughly 27% of the contract.	

6	The Contractor should minimize the cost for DHHS NPHEL clients to ship samples to Contractors' or subcontractors' labs. Describe the approach to minimize cost for DHHS NPHEL clients.
Response: Pace Analytical anticipates no changes to the current shipping arrangements. If necessary other shipping options may be negotiated upon award.	

F. ANALYTE TESTING TABLES AND COST

1. Cost Proposal Table 1 contains mandatory core test analytes. Cost Proposal Table 1 must be filled out for all analytes and submitted with the proposal. For each analyte, the bidder should fill in the following columns: Contractor Report Level, Contractor Method Used, Contractor Routine Turnaround Time, Cost per Analyte, whether the test is completed by itself or a subcontractor, and any comment. The bidder should include details in the lab fee column supporting any and all costs. These details should include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.
2. For purposes of evaluating cost in Cost Proposal Table 1, DHHS will base the evaluation on the tests included below using the estimated quantities as listed:

a.	Asbestos	60 Tests
b.	Bromate	10 Tests
c.	Chlorite	25 Tests
d.	Dioxin	40 Tests
e.	TOC	170 Tests
f.	Gross Alpha	200 Tests
g.	Radium, 226,	150 Tests
h.	Radium, 228,	150 Tests
i.	Uranium, Isotopic, Total	60 Tests
j.	Endothall	40 Tests
k.	Oil & Grease Water/Waste Water	10 Tests
3. Cost Proposal Table 2 contains additional analytes. Cost Proposal Table 2 should be filled out for all analytes which the bidder can perform and submitted with the proposal. For each analyte, the bidder should fill in the following columns: Contractor Report Level, Contractor Method Used, Contractor Routine Turnaround Time, Cost per Analyte, whether the test is completed by itself or a subcontractor, and any comment. The bidder should include details in the lab fee column supporting any and all costs. These details should include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.
4. The contracted laboratory would provide backup on all environmental testing and routine compliance monitoring as well as for special requests by clients.



Exceptions to Terms and Conditions

M. Performance Bond

Pace Analytical holds multiple municipal, state and federal contracts and we understand your need for protection against default. In lieu of performance bonds, we typically offer a certified check in the amount of 10% of the total annual contract value. Pace Analytical proposes to provide the State of Nebraska with a certified check in the amount of \$6,000 to hold throughout the life of the contract.