



RFP # 1134422



State of Nebraska (State) Real-Time Captioning and Translation Services

April 7, 2022

Prepared By:
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NAICS Code: 541930

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April 7, 2022

State of Nebraska
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Attention: Dianna Gilliland/Joy Fischer, Procurement Contract Officers

RE: RFP: 1134422

Submitted via electronically through
<https://nebraska.sharefile.com/rr32fbb5a014dc466db5db9666b5476ce9>

Dear Ms. Gilliland, Ms. Fischer and Selection Committee Members:

We would like to thank you for this opportunity to respond to the State of Nebraska 's RFP: 1134422 for providing Real-Time Captioning and Translation services for Deaf, Deafblind, and hard of hearing community members and other State stakeholders.

We offer high-quality CART, captioning, and transcription services to describe visual information provided by writers how are experienced and certified by the National Court Reporter's Association or similar organization for those who have the need for explicit visual information. We're eager to serve you by providing:

- An easy-to-use request system either by phone, SMS/text, email, or online support on our website so requests can be entered and managed by the State at its convenience.
- Fulfillment of requests with maximum flexibility, even last-minute or emergency scenarios
- Complete transparency with real-time updates to your requests
- Quick turnaround for transcripts and other necessary files to ensure public access
- Super responsive customer support unparalleled by any other agency

Our attached proposal shares all the details, but if you need any additional information as you consider your options, please let me know. We are also pleased to connect you with a few of our customers for another perspective above and beyond those listed in the References section.

Further, after reading the entire RFP and related referenced materials, our proposal confirms our agreement and willingness to perform the requirements proposed. Linguabee agrees to comply with all requirements upon award of the contract.

We are excited to share our passion for Real-Time Captioning and Translation services with the State and look forward to the opportunity to work as your partner and achieve success together.

Thank you for your time and consideration,



Justin Buckhold, "Bucky"
Queen Bee

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Corporate Overview

Form A Contractor Proposal Point of Contact Request for Proposal Number 6676 Z1

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the 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:	Linguabee, LLC
Contractor Address:	PO Box 746453, Arvada, CO 80006
Contact Person & Title:	Justin Buckhold, Queen Bee
E-mail Address:	bucky@linguabee.com
Telephone Number (Office):	855.585.5859
Telephone Number (Cellular):	855.585.5859
Fax Number:	855.585.5859

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:	Justin Buckhold
Contractor Address:	PO Box 746453, Arvada, CO 80006
Contact Person & Title:	Justin Buckhold, Queen Bee
E-mail Address:	bucky@linguabee.com
Telephone Number (Office):	855.585.5859
Telephone Number (Cellular):	855.585.5859
Fax Number:	855.585.5859

Executive Summary

As demand for communication access services grew in Denver, throughout Colorado, and across the country, the need for a more streamlined process for requesting certified sign language interpreters and CART providers for Deaf, Deafblind, and hard of hearing consumers became clear. With an easy-to-use system, Linguabee empowers you to request and secure certified providers in a timely and efficient manner.

Company Description

Linguabee, established in 2013, is one of the few 100% Deaf-owned and operated interpreting agencies in the United States, and today it is the largest of its kind in the nation. We partner with hundreds of RID and NCRA certified providers with a variety of different national-level, professional certifications.

We provide language access for effective communication for any forum including formal government meetings, State activities, services and programs, public forums, technical, educational, recreational, business, public health, medical settings, and allow the public to have access and to satisfy federal mandates such as the Americans with Disabilities Act and Federal Communication Commission guidelines.

Our clients include Gallaudet University, Invest in Access, the California Division of Labor, Colorado Department of Vocational Rehabilitation, Colorado Department of Education, the Bureau of Land Management, and many others.

Within just a few years, Linguabee expanded its services nationally from coast to coast while growing its annual revenue almost five-fold from \$706k to nearly \$3.5 million per year.

Linguabee delivers:

- Real-Time Captioning and Translation services for virtual/web-based, video, telephonic video calls and other assignments
- Quick and accurate transcripts and timestamped broadcast files
- Customer support for consumers, organizations, and real-time captioning and translation providers
- Free one-hour cultural competency workshops upon request

Our customer-centric vision

Because our owners/operators are Deaf, we make certain the right fit for each service. Linguabee seeks feedback and ratings from our customers when an assignment has concluded.

Meet cultural needs of your consumers

We also offer **free** one-hour cultural competency workshops upon request, in which we cover how to best utilize a real-time captioning and translation service provider in addition to cultural competency training led by members of the Deaf community. Thanks

to our workshops, customers have reported much smoother experiences when engaged with a service provider and communicating with Deaf, Deafblind, and hard of hearing employees, constituents, and other stakeholders.

Quality the State can count on

Linguabee has been providing virtual real-time captioning and translation services since 2013. We screen our providers rigorously to ensure they are qualified, certified, and experienced. They are selected as a result of their credentials, skills, and adherence to the Code of Professional Conduct from the NCRA or other governing body. Our providers also have industry-specific skills that cover fields including finance, government, healthcare, law, education, and business. Linguabee also provides English, Spanish, or other language support.

Expect a great experience

Nationally, Linguabee provides over 5,000 hours per month of communication access services for over 300+ customers from a wide range of agencies—governments at the State, state, and federal levels, post-secondary and K-12 education, medical, nonprofits, worksites, etc. Our request fulfillment rate is currently 98.9%.

In partnering with Linguabee, the State can expect the following:

- **High availability of qualified providers** — We have business relationships with 300+ certified realtime writers and captionists across the United States for virtual assignments. Our CART providers are experienced in providing communication access in situations involving only two participants up to local, state, and national broadcasts. Our services provide equality of participation in any of the State's programs and services to facilitate impartial and accurate communication with members of the public who are Deaf, hard of hearing, or deafblind. Our providers are adept at providing services in interactions with sensitive information while maintaining strict ethical boundaries of confidentiality.
- **Clear and consistent pricing** — We eliminate billing surprises by showing pricing of Real-Time Captioning and Translation services up front and provide market rates comparison when requested.

We look forward to the opportunity to serve your community, make connections, and grow a solid and trusting partnership for the future.

Company Profile/Project Specific Information

Linguabee is a Deaf-owned interpreting agency putting our customers, consumers, and communities first. The following is our company overview as well as our background story.

How Linguabee Thrived

A perennial complaint among Deaf, Deafblind, and hard of hearing consumers is that requesting interpreting and real-time captioning access can be a tedious process, often ending up with an unqualified provider. To solve this issue, Bucky established The Interpreting Agency (TIA) in 2013 to begin the process of providing high quality interpreting services and the business became one of the largest agencies in Colorado in only a short time span.

Meanwhile, an automated booking platform was developed to simplify the process and ensure the requester receives the best and most qualified interpreter for the assignment. These industrious bees merged the unique technical system with its community-based style and focus. It was a perfect match and Linguabee is now the largest provider in Colorado and has expanded coverage nationwide, and has included CART, ASR, closed captioning, and other services to meet the demands.

History/Capacity/Services Provided

Linguabee, formerly TIA, has been providing language access services since 2013 and possesses the superior leadership, technical expertise, interpreter and CART resources, and technological infrastructure to provide the State with top notch, professional real-time captioning and translation services.

Linguabee currently provides 5,000+ hours a month on government and educational entities' (including K-12, universities, and colleges) interpreting requests with superior sign language interpreters and CART providers. Linguabee is committed to and has the ability to prioritize the State as a customer and the capability to provide real-time captioning and translation service virtually. We match a provider with the client's needs for the duration of their assignments. Linguabee affirms our ability to meet the State's requirements.

Ability to Scale

Linguabee also has the ability to recruit more than 300 virtual providers to ensure your consumers get the coverage they need. Linguabee diligently recruits writers and captionists when attending and sponsoring local and statewide events for sign language interpreters, CART writers and captionists, and the Deaf Community and through other processes.

A. Bidder Identification And Information

Linguabee is a limited liability corporation incorporated in the state of Colorado in 2016. It resulted from a merger with The Interpreting Agency, which was established in Colorado in 2013.

Contact Information

Linguabee, LLC
280 Kohl Street
Broomfield, Broomfield State, Colorado 80020
Justin Buckhold, Queen Bee
bucky@linguabee.com
(855) 585-5859 Phone, fax, video

Management

Linguabee has a flat management structure allowing customers and their designees, Deaf, Deafblind, and hard of hearing consumers, and realtime writers, and captioners to quickly access the company's management team. This structure enables Linguabee to make quick decisions and deliver services quickly and efficiently at scale across multiple geographic locations while keeping costs under control.

Key Linguabee Leadership

Linguabee affirms the commitment of our key staff to perform as proposed and provide exceptional services to the State.

Justin Buckhold, Queen Bee
Work Address: PO Box 746453, Arvada, CO 80006
Phone/SMS: 855.585.5859
Email: bucky@linguabee.com

Justin Buckhold, "Bucky," has an educational background in outdoor leadership and instruction as well as civil engineering. He is the owner/CEO (Queen Bee) of Linguabee. Previously, he has worked at the Rocky Mountain Deaf School, teaching Deaf children in a charter school setting. In addition, Bucky is a Certified Deaf Interpreter holding the Registry of Interpreter for the Deaf certification.

Ryan Shephard, Director of Customer Experience, Forebee
Work Address: PO Box 746453, Arvada, CO 80006
Phone/SMS: 855.585.5859
Email: ryan@linguabee.com

Ryan received his education at Gallaudet University in Interpretation and Business Administration. He is the point of contact for customers and interpreters regarding technical and assignment issues. Ryan holds certification from RID as a CDI and CLIP-R. Ryan has worked for the Helen Keller National Center, Viable Communications, and

as a free-lance interpreter across the country. He specializes in Deafblind, legal, medical, and educational interpreting. He is fluent in ASL, Contact Signing (PSE), tactical signing, and Conversational French Sign Language (FSL).

 **Service Provision Primary Point of Contact**

Rayni Plaster-Torres, Oracle Bee

Work Address: PO Box 746453, Arvada, CO 80006

Phone/SMS: 855.585.5859

Email: rayni@linguabee.com

Accounting Contact

Work Address: PO Box 746453, Arvada, CO 80006

Phone/SMS: 855.585.5859

Email: Accounting@linguabee.com

For public information purposes only; not part of contract.

**Request for Proposal Number 6676 Z1
Proposal Opening: April 7, 2022**

In accordance with Nebraska Revised Statutes §84.712.05(3), the following material(s) has not been included due to it being marked proprietary.

- **Linguabee, LLC – resumes (pages 12-13, 18-20) and financial statement (pages 14-15)**

Realtime Captioning and Translation Staffing

Linguabee's realtime captioning and translation staffing (CART) providers are certified by the National Court Reporters Association (NCRA) and possess the NCRA's foundational certification: Certified Realtime Captioner (CRC). Other speech-to-text providers meet the standard for high-quality text translation meeting the national standard of 96% accuracy. Our broadcast realtime reporters have 99.6% accuracy with live events. Services providers for CART will have an AA/AS Degree or higher and possess the required education and experience in educational settings to meet the State's requirement.

To obtain and maintain certification, the voice-to-text provider must:

- Achieve at least 96% accuracy at 180 words per minute for CART
- Achieve at least 98% accuracy at 180 words per minute for broadcast realtime reporting
- Achieve a minimum of 3.0 CEUs for each certification period of 3 years
- Make their certifications and resumes available upon request

CART writers and captionists working for Linguabee who would be staffed for any State assignment, must be certified by one or more of the following:

- CCP – Certified CART Provider
- RMR – Registered Merit Reporter
- CRR – Certified Real-time Reporter
- CBC – Certified Broadcast Captioner
- RDR – Registered Diplomat Reporter
- RPR – Registered Professional Reporter
- CSR – State Certified Shorthand Reporter

CART writers and captionists must also have the following knowledge and skill sets:

- Time management for arriving to the assignment with sufficient time to set up and test equipment and be prepared to begin on time
- Excellent touch-typing, stenography, spelling and grammatical skills
- Responsible, detail-oriented, and able to work quickly and accurately under pressure
- Excellent knowledge of English grammar, especially English punctuation
- Able to work with minimum supervision
- Able to create and edit accurate transcripts when requested
- Maintains current knowledge regarding developments, trends, techniques, and technology in the field of real-time captioning

- Provides and maintains current, state-of-the-art CART/captioning/court reporting equipment to perform these duties
- Thorough knowledge of the ethics and guidelines for CART Service providers.
- General knowledge of the Deaf and hard-of-hearing culture
- Possesses and maintains a thorough dictionary that enables accurate and fluid translation, is proficient in using the dictionary and continually expands the dictionary with technical terms.
- Able to set up real-time captioning equipment with minimal distraction in classrooms and other settings
- Able to analyze and remedy basic equipment and software problems
- Understand and adapt to a variety of captioning software and broadcast equipment
- Skilled in establishing and maintaining effective working relationships with those contacted in the course of work
- AA degree or equivalent training as required, etc.

Scope of Work

Linguabee understand the SOW as providing real-time captioning and translation services for situations including, but not limited to, the following, where a Deaf, hard of hearing or Deafblind State employee, resident, or viewer needs services:

- Live gavel-to-gavel CART coverage of the Nebraska Unicameral/Legislative sessions
- Realtime captioning of broadcasts of the Nebraska Public Media
- Other productions including streaming or web-based programming
- Spanish captions as required, which require live translation and captioning services from English into Spanish
- Other services as agreed upon

Linguabee's realtime captioning services are compliant with Federal Communications Commission guidelines including the EIA-708-B standard for digital closed captioning and the Americans with Disabilities Act.

Credentials/Resumes

Linguabee's policy is to not typically share subcontractor information including their resumes. However, because of the level of skill required, several top-notch providers are given below. You can rest assured that we have vetted each provider's background, education, and credentials. Likewise, due to the high number of qualified providers available not everyone's certification/licensure documents are provided. Credentials for specific qualified providers are available upon request.

Linguabee Screening Process

When Linguabee hires CART writers and captionists to provide samples of their work. Next, we verify their references, interpreting training, and background. They all are required to have an interview with our team to pass our internal screening. Linguabee

For public information purposes only; not part of contract.

**Request for Proposal Number 6676 Z1
Proposal Opening: April 7, 2022**

In accordance with Nebraska Revised Statutes §84.712.05(3), the following material(s) has not been included due to it being marked proprietary.

- **Linguabee, LLC – resumes (pages 12-13, 18-20) and financial statement (pages 14-15)**

Employees/Subcontractors

All Linguabee's providers are subcontracted.

Criminal Background Checks

All employees and subcontractors are required to have extensive, fingerprinted criminal background checks as required by the State.

Professional Appearance

All Linguabee's staff present themselves with a professional appearance, maintaining a neat, clean, well-groomed presence, and conduct themselves in a respectable and courteous manner.

Handling of Sensitive/Confidential Information

Linguabee is fully aware and knowledgeable of existing regulations that govern sensitive and confidential information. Internally Linguabee has standards and procedures in place to handle sensitive information and customer requests carefully. Only an agency, its assigned personnel, and limited Linguabee staff can view information regarding assignments, thereby restricting information sharing. All employees and contractors understand that sensitive and confidential information is held in the strictest of confidence.

Further, our providers are bound by the provider's certifying body's Codes of Professional Conduct to ensure accountability, responsibility, and trust within our organization. These organizations maintain an Ethical Practices System for its membership to bring an extra layer of accountability by requiring special training to maintain their certification. We also strongly emphasize the need to maintain professional standards. Also, our system of video delivery offers HIPAA compliance as it is not recorded or otherwise visible or usable to anyone other than those assigned.

Evaluations/Training

Further, in order to maintain professional certification, a number of continuing education units are required on a regular cycled basis. Linguabee is always available to personally evaluate provider, however, performance is mostly assessed by the consumer and certifying entities. In addition, Linguabee holds the respective Codes of Professional Conduct as a minimum standard for all providers to follow regardless of their certification status.

Summary Of Contractor's Corporate Experience

Project	Description	Timeframe	Responsibilities	Customer Information
Gallaudet University	CART services for Deaf, Deafblind, and hard of hearing participants	August 2020 and ongoing	CART for meetings, classes, webinars, and other assignment	800 Florida Ave., NE, Washington, DC 20002 Contact: Andrew Schewe andrew.schewe@gallaudet.edu 202.250.2942 (videophone)
Invest in Access	CART services for Deaf, Deafblind, and hard of hearing participants	June 2020 and ongoing	CART for nationwide conferences, meetings, and web-based presentations	2012 Manchester Road Apt. 16 Ann Arbor MI 48104 Contact: Angela Johnson angela@invest-in-access.com 734.646.3216
Disability Rights California	CART services for Deaf, Deafblind, and hard of hearing participants	April 2018 and ongoing	CART for meetings, presentations, etc.	1000 Broadway, Suite 395, Oakland, CA 94612 Contact: Callie Frye callie.frye@disabilityrightsca.org 510.267.1200

Terms and Conditions

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder should read the Terms and Conditions and initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the Request for Proposal, bidder 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 bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this Request for Proposal.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder'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 Response (Initial)	NOTES/COMMENTS:
			

1. The contract resulting from this Request for Proposal shall incorporate the following documents:
 - a. Request for Proposal and Addenda,
 - b. Amendments to the Request for Proposal,
 - c. Questions and Answers,
 - d. Bidder's proposal (Request for Proposal and properly submitted documents);
 - e. The executed Contract and Addendum One to Contract, if applicable; and,
 - f. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

2. 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:
 - a. Amendment to the executed Contract with the most recent dated amendment having the highest priority,
 - b. Addendum One to the executed Contract,
 - c. The executed Contract and any additional attached Addenda,
 - d. Amendments to Request for Proposal and any Questions and Answers,
 - e. The original Request for Proposal document and any Addenda, and
 - f. 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 RFP Response (Initial)	NOTES/COMMENTS:
<i>JB</i>			

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

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

C. NOTICE (POC)

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

D. GOVERNING LAW (Statutory)

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

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

E. BEGINNING OF WORK

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

F. AMENDMENT

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

G. CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>JB</i>			



The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the Request for Proposal. 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*****

H. VENDOR PERFORMANCE REPORT(S)

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

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

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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.



J. BREACH

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

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.

K. NON-WAIVER OF BREACH

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

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

L. SEVERABILITY

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

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

M. INDEMNIFICATION

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

1. GENERAL

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

2. INTELLECTUAL PROPERTY (Optional)

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

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

3. PERSONNEL

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

4. SELF-INSURANCE

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

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

N. ATTORNEY'S FEES

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

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

O. ASSIGNMENT, SALE, OR MERGER

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

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.

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

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

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.

Q. FORCE MAJEURE

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

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.

R. CONFIDENTIALITY

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

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

S. EARLY TERMINATION

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

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.

T. CONTRACT CLOSEOUT

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

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

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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 RFP Response (Initial)	NOTES/COMMENTS:
JS			

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 <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed United States Attestation Form should be submitted with the Request for Proposal 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 Request for Proposal.

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. PERMITS, REGULATIONS, LAWS

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

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

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

G. INSURANCE REQUIREMENTS

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

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
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical
Qualification Under Nebraska Excess Fund	Malpractice Cap
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
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 Procurement Contracts Officer, with a certificate of insurance coverage, via e-mail, complying with the above requirements prior to beginning work at:

State Purchasing Bureau
Attn: Joy Fischer
RFP: 6676 Z1
Email: Joy.fischer@nebraska.gov

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.

H. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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 and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary 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.

I. ANTITRUST

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

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.

J. CONFLICT OF INTEREST

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

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

K. STATE PROPERTY

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

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

L. SITE RULES AND REGULATIONS

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

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.

M. ADVERTISING

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

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.

N. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <https://das.nebraska.gov/materiel/docs/pdf/Technology%20Access%20Clause%2020210608%20FINAL.pdf> 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.

O. DISASTER RECOVERY/BACK UP PLAN

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

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.

P. DRUG POLICY

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

Contractor certifies it maintains a drug free workplace 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.

Q. WARRANTY

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

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 Request for Proposal. 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 RFP Response (Initial)	NOTES/COMMENTS:
JB			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Billing for the captioning services shall be on a monthly basis. Billings must include, but are not limited to, Program Title, Date and Time of Service, Length of Service, Running Totals of Services, and a Grand Total of Services. Hours shall be billed to the nearest quarter hour and not rounded up to the nearest hour. All invoices should be sent to: Accounting@NebraskaPublicMedia.org.

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.

D. INSPECTION AND APPROVAL

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

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

E. PAYMENT (Statutory)

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

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 year 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 RFP Response (Initial)	NOTES/COMMENTS:
JS			

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 percent (1%) 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.

Technical Approach

Platforms for Delivery

Provision of Virtual/Web-Based Interpreting and/or CART

We connect and provide excellent service using any web-based platforms such as Microsoft Teams, StreamText, Google Meet, Go-To-Meeting, Blackboard, WebEx, Zoom, and others.

Common Formats

Linguabee certifies that are accurate, readable, synchronous, complete, and placed properly as required by the State. Linguabee’s CART providers have the ability to provide the following formats:

Live Caption/CART Format	Use	Compatibility
<p>“American National Standards Institute”, ANSI, .ansi (through Streamtext), HTML; JavaScript API</p>	<p>Broadcast video and web video</p> <p>We provide the tools to download and synchronize your transcripts for replay.</p> <p>Once you have completed an event, this file is available for you to output in one of the formats for transcripts below.</p> <p>We also offer a timed text feature that allows us to align time codes and edit the transcript for post-production support.</p>	<p>Any browser, and most all other online or streamed platforms (Zoom, Microsoft Teams, WebEx, Google Meeting, Windows Media, Quicktime, Real Player and YouTube, and more...)</p> <p>Allows for seamless switching of providers during a live event.</p> <p>Allows for integration for HTML format for any web-based application.</p>
<p>“Society of Motion Picture and Television Engineering – Timed Text,” SMPTE-TT, .xml</p>	<p>Compliant with FCC closed caption regulations for broadcasters, references video frames instead of video time, allows captions to include attributes like foreign</p>	<p>Live broadcasts of media events</p>

	alphabet characters and mathematical symbols, supports positioning capabilities	
Closed Captioning Format	Use	Compatibility
<p>“SubRip Subtitle” file, SRT, or .srt</p> <p>Most common type of closed caption/subtitle file format</p>	<p>Accepted by more media players, lecture capture software, and video recording software</p> <p>SRT files read like a script. An SRT file includes:</p> <ul style="list-style-type: none"> ✿ The number of the closed caption frame in sequence ✿ Beginning and end timecodes for when the closed caption frame should appear ✿ The closed caption itself ✿ A blank link to indicate the start of a new closed caption sequence 	<p>Facebook, YouTube, Windows Media Player, Wistia, Slideshare, Adobe Presenter, Camtasia, Kaltura, Mediaspace, Flowplayer, thePlatform, MediaCore, Mediasite, Blip.tv, Desire2Learn, Vidyard, VLC, & more...</p>
<p>“Distribution Format Exchange Profile,” DFXP, .dfxp</p>	<p>Timed-text format, not CVAA compliant</p>	<p>Adobe Flash, Flowplayer, Kaltura, MediaSpace, Limelight, Ooyala, Panopto, YouTube, & more..</p>
<p>“RealText,” RT, .rt</p>	<p>Timed-text file for RealMedia</p>	<p>RealPlayer, RealOne Player</p>

Virtual Captioning Services

While Linguabee can secure local qualified voice-to-text service providers to provide real-time service onsite at a higher cost, the majority of Linguabee's realtime service is conducted virtually due to better quality at lower costs. Relying only on local or onsite providers may limit the pool of qualified and available individuals. For this reason, Linguabee has been primarily using virtual providers.

Due to Covid and evolving modern work trends, more qualified, professional providers are choosing to work virtually instead of on site. As of 2020, at least 95% of our voice-to-text service is done virtually, and Linguabee believes this trend will continue.

Linguabee's Virtual Software

Linguabee also offers software which uses high-end, cutting-edge technology to ensure the video connection delivers high-quality video images without lags, choppy, blurry, or grainy images, or irregular pauses in connectivity.

Linguabee acknowledges the use of virtual services are becoming a requirement nowadays, especially with the Pandemic, and Linguabee is more than capable of meeting the need of virtual services as requested.

Automated Speech Recognition (ASR) is available to supplement interpreting services or for those who do not use American Sign Language. While not as accurate as Interpreting/CART, it does aid in providing communication access in real time. **ASR is free of charge when used in conjunction with other services.**

Scheduling Process

The State will have its own organization account configured to assign various roles among different departments, or co-workers such as administrators, coordinators, requesters, and billing managers. The State can then easily create requests, ask questions, and provide feedback.

Flexibility in Making Requests

Users have flexibility to make requests any way they prefer, making changes and last-minute requests easy to handle. Requests can be made in the following ways:

- Phone call
- Email
- SMS/text messaging
- Video call
- Fax

Service Request Policies/Notice Time Requirements

Linguabee's policies always make requests for service a smooth process and we maintain the high standards we intend to provide.

Hours of Operation

State can expect an immediate response from Linguabee if reached via email, SMS/text, live on our website, and phone within five minutes between the hours of:

**7:00 AM to 6:00 PM CST
Mondays through Fridays**

Any inquiries outside of our normal business hours can expect a response within a few hours.

Information Needed to Fulfill Requests

It is expected that the State will share the following:

- **Contact information for the customer**
- **The location of real-time captioning and translation service**
- **The type of event**
- **Broadcast specific technical requirements**
- **Timeframes for service**

Linguabee also acknowledges that requesting services will vary and may require multiple providers for a single assignment. We efficiently handle this types of situations.

Confirmations

Linguabee will provide confirmation of the provider assigned to work within **one business day preceding the request** or sooner.

These confirmations will be sent via email, which will include the following:

- **Names of the provider(s)**
- **Date**
- **Start and end times**
- **Location where the work will be performed**
- **Any other pertinent information**

Advance Notice

It is the standard to place a request for a provider at least **two weeks in advance**. However, we acknowledge circumstances will arise where this timeframe will not always be possible. When requests are made less than two-week's notice, the opportunities for finding a provider with the right fit diminishes. Nonetheless, we act quickly to find a qualified provider as quickly as possible.

Unfilled Requests

Linguabee recognizes its responsibility to immediately inform the State and any requester should it be unable to fulfil an assignment or if a provider is unable to make a scheduled assignment. Out of necessity, we may subcontract for services, and this shall

be communicated explicitly with the State. Alternatively, the requestor has the option to switch to ASR service in the rare event a provider is unavailable.

Cancellations

Should a provider who is scheduled ends up canceling due to sickness or any other reason, Linguabee will provide a replacement provider at no additional cost to the State. Further, if we are unable to provide a replacement, we may subcontract for services, and this shall be communicated with the State.

If the State cancels a previously confirmed assignment with at least twenty-four (24) hours advance notice of prescheduled CART services for cancelled assignments via telephone or email, the assigned will be billed in full as booked.

Emergency & Short Notice Requests

Requests placed for real-time captioning and translation services with less than 24 business hours' notice from the start of an assignment shall be considered short notice.

Minimum Engagement

It is the national standard to have a **one-hour minimum** for all requests. This enables us to attract top-notch certified providers and to confidently fill any requests for the State. Assignments are considered billable 24 hours prior to any assignment. **The minimum charge for CART requests, which are only provided by Linguabee remotely, is one hour.** Time in excess of two hours is charged in 15-minute increments.

Customer & Consumer Satisfaction/Complaints/Quality Control

Linguabee is committed to satisfaction for all customers, Deaf, Deafblind, and hard of hearing consumers, and real-time captioning and translation providers. After every assignment, the State requesters will receive an email soliciting feedback. Afterward, the Linguabee Management Team directly reviews and prioritizes any necessary actions to provide the best service experience in the industry.

Customers and employees of the State have a right to file complaints and grievances. Linguabee may be asked for information pertaining to those processes and will respond regarding the details of the incident within a requested time frame. Linguabee will also communicate with the State if we get a direct complaint or grievance, so we can work together to provide the high standard of service as expected.

Because of our commitment to the State, we need comments about our service and to be promptly informed when things did not meet expectations. We want to help resolve any complaint as quickly as possible. We will listen seriously, take appropriate actions, and learn from them in order to continuously improve our services.

Guarantees

- Should a provider be 30 minutes or more late, or if they do not show up at all, the first two hours of the next appointment is free.
- A live representative will answer **EVERY call – 24 hours a day, 7 days a week**, including emergency situations.

Rate the Providers

After every assignment, the State requesters, including any designated individuals receive an email soliciting feedback. They are provided the opportunity 1) to rate their provider's performance at between one and five stars and 2) to provide feedback on the overall service experience.

Implementation Plan

Getting Started

Once the green light is given to begin the provision of services, Linguabee needs basic information from the State to establish an account in our system. Once the client's preferences and needs are known, Linguabee will immediately screen and place qualified and professional CART writers and captionists to meet those requirements. The State will be able to review potential providers to ensure a fit for the client and the agency prior to placement. We provide monitored services so that any issues can be immediately addressed. We would bill according to the State's policies to ensure complete transparency and satisfaction.

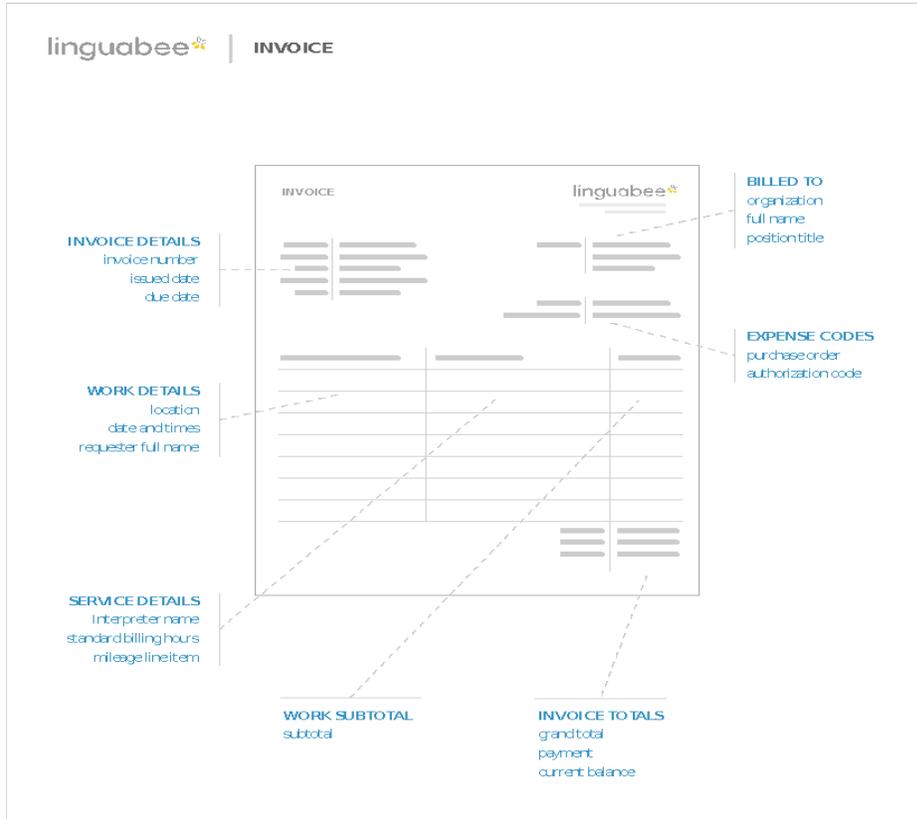
Invoicing

Linguabee invoices will be sent out on a weekly basis following the completion of the work. The State shall pay invoices no later than 30 days following the receipt of an acceptable invoice.

Linguabee's automated invoicing system can be customized to fit the State's needs and may be adjusted at any time as needed. The following information will be included in all Linguabee invoices:

- Contract's number (ex: Purchase Order)
- The name of the provider(s) providing service
- The name of the person requesting service
- The location and date where service was performed
- The number of standard billing hours spent providing service
- The number of non-standing billing hours spent providing service separate and distinct from the standing billing hours spent providing service

This is an example of what an invoice would look like:



Reports

As an option, Linguabee can send a Monthly Quality Assurance Report which includes completed and missed appointments for all services requested in the preceding month. We also can provide more detailed reports as requested by the State which includes, but is not limited to, feedback scores and comments by requesters or Deaf consumers, tardiness, or longer than expected wait times.

Additional Information

Cultural Competency

Linguabee expects our real-time captioning and translation services providers to have competency and awareness of Deaf culture, its norms, and sensitive issues.

Linguabee is also proud to offer one-hour workshops on topics such as how to use a communication access provider or cultural competency training within the Deaf community. Customer feedback shows that the training greatly reduces the strain when it comes to using a real-time captioning and translation provider and communicating with a Deaf consumer. We believe everyone should be comfortable while using Linguabee's providers.

Our cultural competency workshops are offered at no additional cost to you, adding significant value to our partnership.

Why Linguabee

We take pride in matching each member of the Deaf community with the ideal interpreter and/or captioning writer or captionist. We provide extraordinary service with the following:

- **Onsite Interpreting**
- **Virtual Interpreting**
- **Virtual Captioning Services/CART**
- **Transcriptions Services**
- **Closed Captioning Services**
- **ASR (Automated Speech Recognition) at no charge**
- **Cultural Workshops at no charge**

Customers get these benefits by using Linguabee:

- **Make requests anytime, 24/7**
- **Get the right CART provider**
- **Coordination of a large pool of providers to fit the need**
- **Better communication to solidify our alliance**
- **Legendary customer support**

Non-Discrimination

Linguabee is an equal opportunity employer. Linguabee does not discriminate and will take affirmative action measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the bases of race, color, ancestry, national origin, ethnic identification, age, religion or the lack thereof, marital or parental status, physical or mental capacity, sexual orientation, gender, gender identity or expression, or any other personal information.

Linguabee will comply with all applicable State, state, and federal laws, rules, and regulations involving non-discrimination.

Conflicts of Interest

In the event of conflict of interest, we resolve that no member of the managers, employees, and contractors shall participate in any discussion or vote on any matter in which they or a member of their immediate family or partner has a potential conflict of interest due to having material economic involvement regarding the matter ng discussed. In addition, during the term of the contract, Linguabee will not enter any third-party relationship that creates a conflict of interest or creates an inappropriate appearance.

If such a situation presents itself, Linguabee will submit to the State a disclosure statement to declare even the appearance of a conflict of interest potentially harmful to the State interests.

Insurance

Linguabee acknowledges the State requires the awarded proposer to provide insurance. Linguabee has in place the following:

- **General Liability.** \$2,000,000 each occurrence and \$4,000,000 aggregate.
- **Professional Liability (Errors and Omissions).** \$1,000,000 each occurrence and \$1,000,000 aggregate.
- **Workers Compensation.** \$1,000,000 each accident.
- **Cyber Liability.** \$2,000,000 each claim.

The State, officers, directors, employees, volunteers, representatives, agents, and its elected and appointed officials will be named as additional insureds under the policy and provide them with a waiver of subrogation. Additionally, the required provision of advanced notification of the reduction in or cancellation of applicable insurance policies.

		LINGLLC-01		CTOUSE			
CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) 10/28/2021			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER CH Insurance Brokerage Services Co., Inc. 100 S. Salina St. Suite 370 Syracuse, NY 13202		CONTACT NAME: Caroline Touse PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: CTouse@chinsurance.cc					
INSURED		INSURER(S) AFFORDING COVERAGE		NAIC #			
Linguabee LLC 280 Kohl St Broomfield, CO 80020		INSURER A : Sentinel Ins Co LTD		11000			
		INSURER B : Hartford Insurance Company		22357			
		INSURER C : Mount Vernon Insurance Co.		26522			
		INSURER D :					
		INSURER E :					
		INSURER F :					
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:			01SBARH7975	1/24/2021	1/24/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			01SBARH7975	1/24/2021	1/24/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PRODUCTS - COMP/OP AGG \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			01SBARH7975	1/24/2021	1/24/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N DESCRIPTION OF OPERATIONS below		N / A	01WECAJ4WCK	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber/Prof Liability			PT2000598A	2/26/2021	2/26/2022	Each Claim \$ 2,000,000
C	Cyber/Prof Liability			PT2000598A	2/26/2021	2/26/2022	Aggregate \$ 2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Proof of Insurance							
CERTIFICATE HOLDER			CANCELLATION				
FOR INFORMATION PURPOSES ONLY			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 				

Certifications

Linguabee certifies:

- It is not currently for sale or involved in any transaction to expand or to become acquired by another business entity.
- Linguabee has not been involved in any past or pending litigation, or claims filed, against it that may affect our performance under any awarded contract with the State.
- Linguabee has never been and is not currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity.
- It has no relationship existing by relative, business associate, capital-funding agreement, or any other such kinship between Linguabee and any State employee, officer, or Legislative member.
- Its submission is not the result of collusion or any other activity that would tend to directly or indirectly influence the selection process.
- To abide by applicable federal, state, State, and local laws, ordinances, rules, regulations, and State Policy.
- It is able, or will be able, to comply with all requirements of this solicitation at the time of contract award.
- It agrees to and is capable of providing the Scope of Work of this solicitation.
- Linguabee will save and keep harmless and indemnify The State, officers, directors, employees, volunteers, representatives, agents, and its elected and appointed officials against any and all liability, claims and costs of whatsoever kind and nature for claims occurring in connection with or in any incident to or arising out of the use, service, operations or performance of work in connection with an awarded contract, resulting in whole or in part from negligent acts or omissions of the Linguabee or its employees.
- All required licenses, certificates, insurances, and permits are or will be valid at the time of contract award and will be kept valid for the duration of the contract.
- That there are no exceptions or variants to the proposed contract.
- Neither proposer, its employees, nor any affiliated firm providing goods and services contemplated by this solicitation has prepared the plans, specifications, or requirements for this solicitation, or has any other actual or potential conflict of interest.
- No employee, subcontractor, agent, or volunteer that will perform services for the State has been convicted of:
 - A serious or violent felony
 - A sexual offense
 - A controlled substance offence
 - Or any other offence that endangers children or are otherwise deemed inappropriate

Further, Linguabee is aware of and agrees to follow all health and safety laws and policies set forth by the federal, state, and local governments, as well as policies prescribed by the State. This includes all regulations, mandates, executive orders, etc. regarding COVID-19.

State of Nebraska
RFP 1134422



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 Request for Proposal and agrees to the terms and conditions unless otherwise indicated in writing and certifies that contractor maintains a drug free workplace.

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 Request for Proposal.

____ 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 (OR VIA DOCUSIGN)

FIRM:	Linguabee, LLC
COMPLETE ADDRESS:	PO Box 746453, Arvada, CO 80006
TELEPHONE NUMBER:	855.585.5859
FAX NUMBER:	855.585.5859
DATE:	April 6, 2022
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Justin Buckhold, Queen Bee