



Response to RFP 6690 Z1, Contractual Services

Prepared for the State of Nebraska
Due: May 19th, 2022, 2:00 PM



TruePani Inc.
618 S Gay Street, Suite L6
Knoxville, TN 37902
(865) 346-6737

To: Ms. Annette Walton,

Thank you for considering TruePani as a potential partner for the State of Nebraska's Contractual Services related to RFP 6690 Z1. We applaud the State and NDEE's proactive approach to providing safe and reliable drinking water by aiding water systems that serve 10,000 or fewer persons. As a firm that has worked with organizations that are often underfunded and understaffed on achieving regulatory compliance, we understand the daunting task for small systems in complying with the Revised Lead and Copper Rule.

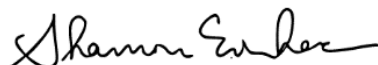
We will provide NDEE with a team of engineers, communications professionals, and other individuals specialized in LCRR compliance.

It is our hope to become NDEE's preferred partner for services related to RFP 6690 Z1 through providing access to the engineers and industry professionals that can help to guide water systems in achieving compliance through cost-effective measures to identify and address lead service lines.

Included in this package, please find our corporate overview, qualifications, relevant experience, technical approach and management, history of similar projects, cost proposal, and required forms. Please do not hesitate to reach out at any time with questions or clarifications.

Thank you for your time and consideration.

Respectfully Submitted,



Shannon Evanchec
Co-Founder, Environmental Engineer
TruePani, Inc.
www.truepani.com

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

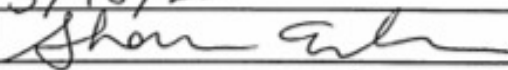
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

____ 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 Solicitation.

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

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

FORM MUST BE SIGNED USING INK OR VIA DOCUSIGN

FIRM:	TruePani Inc.
COMPLETE ADDRESS:	618 S Gay St L6 Knoxville, TN 37902
TELEPHONE NUMBER:	(865) 346-6737
DATE:	5/18/22
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Shannon Evanche, Co-founder

Form A
Contact Information
Request for Proposal Number 6690 Z1

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

Preparation of Response Contact Information	
Bidder Name:	TruePani Inc.
Bidder Address:	618 S Gay St L6 Knoxville, TN 37902
Contact Person & Title:	Shannon Evanhec, Co-Founder
E-mail Address:	shannon@truepani.com
Telephone Number (Office):	(865) 346-6737
Telephone Number (Cellular):	(724) 584-7192

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

Communication with the State Contact Information	
Bidder Name:	TRUEPANI Inc.
Bidder Address:	618 S Gay St L6 Knoxville, TN 37902
Contact Person & Title:	Shannon Evanhec, Co-Founder
E-mail Address:	Shannon@truepani.com
Telephone Number (Office):	(865) 346-6737
Telephone Number (Cellular):	865 (724) 584-7192

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 - 6. Describe bidder’s understanding of what the outcome of this assistance will be. At a minimum, the outcome should be individualized workplans and standard operating procedures to enable Systems to develop a lead service line inventory, develop a plan for public posting of the inventory, and develop a plan for submission of lead service line inventory to NDEE. 20
 - 7. In addition to the minimum outcome listed above, describe how the bidder will provide needed education, information, and resources that will enable Systems to plan for additional compliance involving the creation of a complete lead service line system map and lead service line replacement plans, both of which should be electronically delivered to NDEE. 21
 - 8. Describe the bidders understanding of how bidder will utilize the Division’s 2% Priority List to contact Systems deemed to be in need of assistance. Include how the contractor will obtain permission from the System before assisting, and how contractor will provide NDEE with names of Systems from the list that refused assistance. Systems that refuse assistance will not be counted as a project. 22
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1. Corporate Overview

a. Bidder Identification and Information

Full Company Name: TruePani, Inc.

Address of Headquarters: 618 S. Gay Street, Suite L6, Knoxville, TN 37902

Entity Organization: Corporation

State Incorporated: Delaware

Year First Organized: 2016

Name and form of organization has not changed since first organized.

b. Financial Statements

TruePani, Inc. ("TruePani"), a Delaware C Corp, is an environmental engineering, consulting, and communications firm specialized in providing comprehensive services related to lead in drinking water and zero-emission public transportation vehicle projects.

TruePani is headquartered in Knoxville, TN and was incorporated in 2016. Over the past six years, TruePani has completed projects for government clients, public and private schools, and commercial businesses across 11 states. TruePani is 100% female owned and operated and DBE certified (NAICS 541620 Environmental Consulting Services / NIGP 91843) through the Georgia Department of Transportation (GDOT), the Texas Department of Transportation (TXDOT), the Maine Department of Transportation (MaineDOT), the New York State Department of Transportation (NYSDOT), the Indiana Department of Transportation (INDOT), the Connecticut Department of Transportation (CTDOT), and the California Department of Transportation (Caltrans).

Since 2016, TruePani has consistently increased annual revenue at an average rate of 150% year over year. Currently, TruePani is the prime contractor for four statewide contracts implementing programs funded by the Water Infrastructure Improvements for the Nation (WIIN) Act in addition to various other projects with school districts, municipal clients, private sector clients, and transit agencies. Current contracted work (and assuming the unlikely event that no new contracts are added) will support the firm's ten through Q4 2024. TruePani is a client of Bank of America, which can be reached at (888) 287-4637. Upon request, a letter of reference can be sent to the State with a turnaround time of 10 business days. Southern CFO Services, LLC provides accounting services to TruePani and prepares verifiable financial statements in accordance with GAAP standards monthly. TruePani maintains an available line of credit of 20% annual revenue as needed.

TruePani Inc. does not have any judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization to disclose. No such conditions are known to exist. No projects or services have ever been terminated by a government entity.

TruePani Inc. is not a publicly held corporation. To meet the requirements of RFP 6690 Z1, a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information have been included above.

c. Change of Ownership

No change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date.

d. Office Location

TruePani, Inc.
618 S. Gay Street, Suite L6
Knoxville, TN 37902

e. Relationships with the State

TruePani, Inc. has not contracted with the State, no such contract number(s) exist.

f. Bidder's Employee Relationships with the State

No party named in the proposal response is or was an employee of the State within the past ten (10) years.

g. Bidder Performance

TruePani, Inc. has not had a contract terminated for default at any time during the past five (5) years. TruePani, Inc. has not had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason at any time during the past five (5) years.

h. Summary of Bidder's Corporate Experience

1. Outreach for Testing & Remediation of Lead in Drinking Water at New Hampshire Schools and Licensed Childcare Facilities

- a) February 2022 – August 2024
- b) Program launched March 2022 – Ongoing
- c) TruePani is providing outreach and education services for the New Hampshire Department of Environmental Services for the state-wide “Get the Lead out of Drinking Water Program,” centered on testing and remediating lead in drinking water at New Hampshire schools and licensed childcare facilities.

Under New Hampshire's Senate Bill 247 (“SB247”), all schools and licensed daycare facilities are required to test for lead and complete remediation for sources above the action level. TruePani was responsible for compiling and organizing all test results (23,000+ samples) and remediation data from the first round of the program into a database management system, which will be used as the central system for all subsequent rounds of testing in the State. Data

organization within the Cloud-Based Software was completed in April 2022. TruePani will support over 1,400 schools and child care facilities through results reporting, remediation, and application to grants created by the New Hampshire Department of Environmental Services.

TruePani's Cloud-Based Software is used to organize and visualize all data collected under the program and to automate all program communications, which include branded educational resources covering basic information on lead in drinking water, sampling instructions, results notification templates, remediation options, best practices, and funding availability.

All educational and instructional materials are developed specifically for the New Hampshire program and build upon the State's previous messaging around lead in drinking water. Materials also include instructions for residents to visually inspect the private service line material to expediate identification of lead service lines that are presently unknown.

Throughout the contract, TruePani will work with NHDES to increase public awareness of sources of lead in drinking water and best practices, with a contract goal of promoting the Get the Lead Out of Drinking Water program to 500,000+ residents in New Hampshire. The cloud-based database also includes the ability to easily export data into a GIS-ready format, which the state uses to publicly display results.

- d) New Hampshire Department of Environmental Services
Lea Anne Atwell, Program Manager
Drinking Water & Groundwater Bureau
(603) 271-6147
lea.a.atwell@des.nh.gov
- e) TruePani is the sole primary contactor.

2. Nevada Lead Testing Program

- a) April 2021 – June 2024
- b) Program launched November 2021 – Ongoing
- c) The Nevada Division of Environmental Protection selected the services of TruePani through a competitive RFP process to design and manage their Lead Testing in Childcare Facilities Program, funded by the WIIN Grant and deliver a cloud-based reporting environment. The scope of Nevada's program includes a fully digital approach, where TruePani guides facilities to sample their own water sources through a step-by-step virtual training program, direct outreach by TruePani personnel, and an interactive web portal. All 600+ residential and non-residential licensed childcare facilities in the State of Nevada are eligible for the program, with enrollment priority placed on the most at-risk facilities.

At the onset of the program, TruePani developed a priority list to prioritize child care facilities using median household income and the age of building. To ensure that the potential cost of remediation does not serve as a barrier to entry for facilities within disadvantaged communities enrolling in the program, TruePani developed a filter distribution program for facilities whose lead test results return above the action level. Although this program has a separate funding

mechanism, all requests, shipment status, and instructions are tracked through the same system as sample collection. TruePani's automated system ensures that filter distribution begins as soon as a facility receives a result above the action level. This way, facilities have safe drinking water as they are guided through their long-term remediation options. Also included in TruePani's program are communications to share with parents and guardians including basic information about lead exposure, best practices for safe water consumption at home, and template letters to encourage transparency during sampling.

TruePani has developed an end-to-end communications program to explain the benefits of the testing program to childcare facility directors, staff, parents, and guardians. Communications include automated, but personalized, emails and direct outreach via phone calls to provide information on the purpose of the program and encourage enrollment. Periodic reminders are sent out to facilities if they have not enrolled in the program following previous outreach. The delivery of all communications is tracked through TruePani's cloud-based database software to ensure they are on schedule. Other communications include press releases, which are drafted by TruePani and included with results reports, to ensure accurate information is conveyed to the public. TruePani also operates a helpline which participants can call for general questions about the program, or technical questions about taking drinking water samples.

Preparation of the Quality Assurance Project Plan (QAPP) and program set up were completed in 2021 and initial outreach began in late 2021, with rolling outreach continuing through 2022. TruePani is collaborating with a team of representatives across associated state departments to enroll all 634 facilities.

- d) Nevada Division of Environmental Protection
Jennifer Carr, Deputy Administrator
(775) 687-9302
jcarr@ndep.nv.gov
- e) TruePani is the sole primary contractor.

3. Hamilton County Lead in Drinking Water Project

- a) March 2020 – March 2023
- b) Program launched in March 2020 – Ongoing
- c) Hamilton County Department of Education (HCDE) retained the services of TruePani to complete district-wide lead in drinking water testing, develop a communications strategy, and share results as part of a Lead Reduction Policy to achieve compliance with state law T.C.A. 49-2-133. TruePani completed sampling at 53 schools built before 1998 in the summer of 2020, and 23 schools built after 1998 in the summer of 2021. The pre-1998 buildings will be sampled again during summer 2022.

TruePani utilized the EPA's 3Ts methodology to collect samples from 2,500+ potable outlets in 2020 and approximately 1,500 samples in 2021. Site investigations were completed for all buildings with photos of each source and marked the location of all in-use and out-of-order potable sources on floorplans, which were then digitized. TruePani generated site plans and results reports for all buildings using Cloud-Based Software (CBS) which also contains outlet

identifiers, first draw and flush data, resampling data, corrective action status, make and model number, aerator type, and any source-specific notes. TruePani used this data to create a map of sample results, which was embedded on the district's website and viewed by members of the community over 29,000 times.

Consistent with many lead testing in school programs, approximately 5% of first draw samples were returned above the state action level. TruePani generated reports and worked with HCDE to notify appropriate state agents within 24 hours and parents and guardians within 5 days, to achieve compliance with the state law.

Individual remediation recommendations were made for each drinking water source that exceeded 15 ppb. Sources were sampled after corrective action to ensure that the addition of under sink filters and lead-free fixtures were effective at combating the source of lead exposure.

- d) Tim Harper, Manager of Safety and Compliance
Hamilton County Department of Education
(423) 498-7272 ext. 23018
harper_tim@HCDE.org
- e) TruePani is the sole primary contractor.

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

1. Proposed Personnel

Shannon Evanchec, Project Manager

Shannon is responsible for overseeing the creation of the initial project schedule, monthly invoices, and hosting project meetings with project partners. She is also the primary point of contact for the State for the duration of the project. All reports, updates, and invoices will be provided by the Project Manager. Shannon Evanchec will serve as the Project Manager, bringing six years of experience in managing lead testing projects of similar size and scope.

Samantha Becker, Data Manager

Samantha is responsible for the organization, implementation, and upkeep of all data. Samantha will work with NDEE to develop the inventory template document (Excel) and assist the Project Manager and LCRR Compliance Consultant in creating a decision matrix to streamline the data collection/records review process for Systems. Samantha brings six years of experience in overseeing the data integrity in projects of similar size and scope. She holds extensive experience in customizing TruePani's database software for the individual needs of each of TruePani's clients.

Ayako Tischler, LCRR Compliance Consultant

Ayako has an extensive background in policy research and economics. In addition to Project Management, her role and TruePani is to provide technical expertise as it relates to the Lead and Copper Rule Revisions, engage with regulatory agencies to build a robust knowledge base for best

practices and emerging guidance. For this project, Ayako will oversee consultations and direct support for Systems.

Steven McDonough, Mapping Technician

Steven is responsible for utilizing each System's data to generate system-specific maps to display service line location data. He will also provide necessary information for systems to display maps on public website and will be available for individual consultation if troubleshooting is needed. Steven brings a background in GIS and sustainability consulting to TruePani.

Victoria Jacobs, Outreach Coordinator

Victoria is responsible for overseeing outreach efforts eligible Systems to offer enrollment in the Program. This includes confirming acceptance of the project, distributing necessary education and communication materials, enrolling interested Systems, and overseeing the 1:1 consultation scheduling. She will also create and distribute the informational campaign for Systems throughout the duration of the project. Victoria brings an abundance of experience interacting with participants of TruePani's various programs, ensuring that their experience goes as smoothly as possible.

2. Personnel Resumes

Shannon Evanchec

Project Manager, Environmental Engineer
618 S Gay Street, Suite L6, Knoxville, TN 37902 | (724) 584-7192 | shannon@truepani.com

Shannon Evanchec is a Project Manager at TruePani. She is responsible for overseeing project progress and daily operations. She holds an MBA with a supply chain concentration from the University of Tennessee and a BS in Environmental Engineering from the Georgia Institute of Technology. Her previous experience includes working as an engineer and project manager with Civil Works and Center for Transportation and the Environment.

Education

- University of Tennessee, MBA, Supply Chain Concentration
- Georgia Institute of Technology, BS Environmental Engineering

Related Experience

- *Texas Lead Testing in Schools and Child Care Program*

As Project Manager, Shannon oversees the development of the overall project management plan, schedule, and setup of the program. Shannon meets regularly with the project team to ensure that program deliverables are completed on schedule and within scope.

- *Outreach for Testing & Remediation of Lead in Drinking Water at NH Schools and Licensed Childcare Facilities*

As Project Manager, Shannon is responsible for developing the overall communications plan and ensuring that all communications and outreach materials effectively convey the program goals.

- *Hamilton County Lead in Drinking Water Project*

As Project Manager, Shannon oversaw district-wide testing for 75 high schools, middle schools, and elementary schools in Hamilton County. She coordinated the sample collection over two phases, managed sampling teams in the field, and served as the point of contact for the Hamilton County Department of Education.

Professional Registrations

Level 1A Blue Card, OSHA 10, Water Sampler Certification, Maryland Rural Water Association

References

Sam Becker
(404) 862-2652

Ayako Tischler
(248) 974-5896

Victoria Jacobs
(678) 379-8096

Sam Becker

Data Manager, Civil Engineer

1040 SW 150th Street, Burien, WA 98166 | (404) 862-2652 | sam@truepani.com

Sam Becker is the Data Manager at TruePani. She is responsible for data management across projects and customizes the TruePani data management system to each client's specific needs. She holds an MPH from the University of Michigan and a BS in Civil Engineering from the Georgia Institute of Technology.

Education

- University of Michigan, MPH, School of Public Health
- Georgia Institute of Technology, BS Civil Engineering

Related Experience

- *Texas Lead Testing in Schools and Child Care Program*

Sam serves as the Project Specialist for the Texas Lead Testing in Schools and Child Care Program. She is responsible for the development and management of the web-based platform that serves as tool for participants, the State, and the public to access program data over the course of the project.

- *Nevada Lead Testing in Childcare Facilities Program*

As Data Manager for the Nevada WIIN Lead Testing Program, Sam is responsible for maintaining the data management system as well as overseeing the sample kit fulfillment to approximately 660 child care facilities. Sam also managing all exceedance communications for facilities with results at or above 15ppb and coordinates fulfillment of pitcher filters and remediation activities.

- *Hawai'i WIIN Drinking Water Project*

As Data Manager for the state-wide Hawai'i WIIN Project, Sam oversaw the inventory process for all drinking water fixtures, starting from the backflow preventor & water meter, for 300+ schools and child care facilities included in the program. She also was responsible for setting up and maintaining the data management system to ensure that data collected in the field was accurately collected and uploaded into the cloud-based system.

Professional Registrations

OSHA 30, HAZWOPER, Water Sampler Certification, Maryland Rural Water Association

References

Shannon Evanchec
(724) 584-7192

Ayako Tischler
(248) 974-5896

Victoria Jacobs
(678) 379-8096

Ayako Tischler

Managing Consultant

618 S Gay Street, Suite L6, Knoxville, TN 37902 | (678) 379-8096 | ayako@truepani.com

Ayako Tischler is a Managing Consultant at TruePani. Ayako has completed sample collection and field work at TruePani, where she also supports the implementation of lead testing programs and business development activities. Ayako graduated with a BA in Economics and BS in Environmental Studies from the University of Michigan.

Education

- University of Michigan, BA Economics, BS Environmental Studies

Related Experience

- *Hawai'i WIIN Drinking Water Project*

Ayako serves as the Project Manager for the State of Hawaii's WIIN Lead Testing Project, in which schools and childcare facilities are tested for lead in drinking water. Ayako serves as the point of contact for three different Hawaii State agencies to ensure that all stakeholders are informed of the program process and of their respective duties as it relates to the project. Ayako is responsible for generating monthly reports and invoices for the State.

- *Nevada WIIN Lead Testing Program*

Ayako supports the launch of the Nevada WIIN Lead Testing Program by collecting data on eligible child care facilities, assigning prioritization in the program, and attending project meetings. She also creates communication and educational materials to guide facilities through sample collection and encourage widespread reach of the lead testing program in the greater Nevada community. She also assists in the report creation and sample kit fulfillment.

- *DRP Water Quality Project*

Ayako served as the Project Manager to coordinate logistics and scheduling for water quality sample collection at residential apartment complexes across the South East region, adhering to all protocols and expectations for tenants. She managed the sample collection team and served as the point of contact for the client and laboratory, cumulating in a water quality report.

Professional Registrations

OSHA 10, Michigan AWWA Young Professionals Committee

References

Shannon Evanhec
(724) 584-7192

Sam Becker
(404) 862-2652

Victoria Jacobs
(678) 379-8096

Victoria Jacobs

Outreach and Communications Coordinator

618 S Gay Street, Suite L6, Knoxville, TN 37902 | (678) 379-8096 | victoria@truepani.com

Victoria Jacobs is an Outreach and Communications Coordinator with 4 years of experience at TruePani. She brings her 14 years of experience in operations and outreach management to TruePani projects, where she coordinates communication to clients and facility personnel. She holds an AS in Communication from Georgia Highlands College and will graduate with a BA in Technical Communication from Kennesaw State University in 2022.

Education

- Georgia Highlands College, AS Communication
- Kennesaw State University, BA Technical Communication

Related Experience

- *Hawai'i WIIN Drinking Water Project*

As Outreach Coordinator, Victoria was responsible for all initial communications with schools and childcare facilities included in the Hawai'i WIIN Drinking Water Project. Throughout the duration of the project, she also communicated all scheduling, rescheduling, and results notifications with facilities via both email and personalized phone communications. Victoria also generated all daily reports that were provided to the Hawai'i State agency partners.

- *Outreach for Testing & Remediation of Lead in Drinking Water at NH Schools and Licensed Childcare Facilities*

As Outreach Coordinator, Victoria is responsible for managing all direct outreach activities to the 1,400+ schools and childcare facilities subject to the New Hampshire state law that requires them to conduct lead testing. Victoria manages a team that conducts outreach to facilities to gather existing lead testing results data, remediation data, and explains the requirements.

- *Nevada WIIN Lead Testing Program*

As the Operations Associate, Victoria is responsible for enrolling childcare facilities in the program, coordinating email communications, and managing the program helpline. Drawing on her own sampling experience, she leads facilities through collection of their own water samples. She also assists in creation of communications and educational materials.

Professional Registrations

OSHA 10

References

Sam Becker
(404) 862-2652

Shannon Evanchec
(724) 584-7192

Ayako Tischler
(248) 974-5896

Steven McDonough

Environmental Associate

618 S Gay Street, Suite L6, Knoxville, TN 37902 | (860) 966-5514 | steven@truepani.com

Steven is an Environmental Associate, and recent addition to the TruePani team. Steven utilizes his scientific background to create clear, detailed sampling instructions and training materials for customers participating in TruePani's lead sampling projects. He is responsible for designing materials to ensure participants have a clear understanding of the importance of lead testing, and the best practices for taking their own water samples.

Education

- University of Vermont, BS Environmental Science

Related Experience

- *Hamilton County Lead in Drinking Water Project*

Steven conducted boots-on-the-ground site investigation, and sample collection for schools and childcare facilities participating in the Hamilton County Drinking Water Project. He also assisted in QA/QC'ing data received from the laboratory, organizing it within the TruePani cloud-based database software, and delivering results reports to the school district.

- *Texas Lead Testing in Schools and Child Care Program*

Steven is assisting with the development of training and communication materials for participants in the Texas Lead Testing program. Other project responsibilities include results report preparation, and collaboration with the Texas Commission on Environmental Quality for general project development.

Professional Registrations

OSHA 10

References

Sam Becker
(404) 862-2652

Shannon Evanchec
(724) 584-7192

Victoria Jacobs
(678) 379-8096

j. Subcontractors

TruePani does not currently have a staff member with a current Nebraska Grade I or II water operator license., as required in V.C. on page 26 of the RFP. If awarded the contract, TruePani will work to identify a subcontractor with this license to meet the requirement.

2. Technical Approach

k. Scope of Work

3. Describe bidder's understanding of the requirements for lead service line inventory and replacement by the EPA Lead and Copper Rule Revision.

Bidder Response:

On June 10, the EPA signed a final rule to extend the effective date of the Lead and Copper Rule Revisions (LCRR) to December 16, 2021. The LCRR will support development of actions to reduce lead in drinking water. These revisions feature new regulations including a full inventory of both public and private-side service lines, preparation of lead service line plans, sampling requirements at schools and daycare facilities, stronger public notifications, and more. Alongside this newly implemented rule, the EPA has determined the need for additional improvements and has announced the agency's intent to simultaneously develop guidance under the Lead and Copper Rule Improvements (LCRI). In addition to TruePani's familiarity with the Lead and Copper Rule Revisions text, TruePani has been invited to speak on panels regarding LCRR and stays up to date with all available guidance and best practices.

The new LCRR requires an inventory completed by October 2024. TruePani will work with the Nebraska Department of Environment and Energy (NDEE) Drinking Water and Ground Water Division to support Systems serving 10,000 or fewer persons to complete their inventories through in-office (remote) and on-site services. TruePani understands the number of systems will vary depending on NDEE analysis, System needs, and the maximum number of Systems the contractor can effectively assist. Based on TruePani's staff availability and the number of systems serving 10,000 or fewer persons (and the anticipated number of service line connections in this system) TruePani believes that support will be available for as many systems as NDEE determines are applicable.

TruePani understands that creating an inventory of assets with installation dates ranging from present to 100+ years ago can be a daunting task. Using best practices and lessons learned from systems that have completed inventories, TruePani will create a decision matrix to influence the order in which Systems identify, review, and prioritize records.

TruePani has previously helped schools and child care facilities understand unclear state regulations in Tennessee and New Hampshire about testing for lead in drinking water. During these projects, TruePani team members developed standard operating procedures, workplans, education, information, and resources to support facilities in meeting compliance. The level of support varied and was customized to the needs of the entity. Similar to some small water systems, small schools and child care facilities often have limited staff and limited financing which adds an additional challenge on top of achieving regulatory compliance. While TruePani

maintains tools to streamline processes, it is understood that every water system is different and the level of technical and communications support should adjust accordingly.

In addition to LCRR, TruePani understand the need to maintain compliance with the Nebraska Safe Drinking Water Act, namely Section 71-5301.01 and Section 71-5304.02 as they relate to lead-free materials and public notification requirements. TruePani will consult with NDEE on any interpretation of additional regulations to be followed.

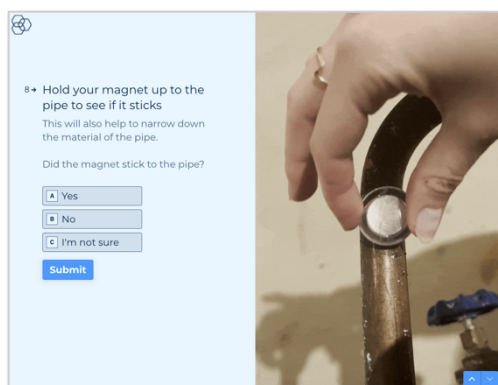
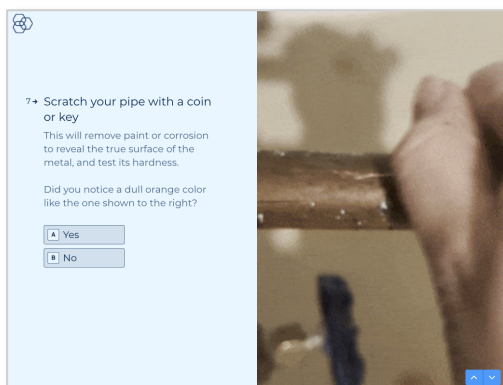
4. Provide examples of experience using mapping software that could be used for preparing the lead service line inventory.

Bidder Response:

During past projects, the Project Team has utilized mapping software to spatially visualize lead sampling data across a geographical area. During a lead testing for a large school district, TruePani developed an interactive map that could be embedded on the district's webpage and accessed by parents and community members interested in the lead results. All of TruePani's existing projects require that results are shared publicly, TruePani ensures that map interfaces are accessible for those with no prior understanding of the project or mapping software. This is to advance the goal of the EPA LCRR to increase public awareness of sources of lead in drinking water such as lead service lines.

Currently, the data that TruePani is compiling for New Hampshire's 1,400+ schools and child care facilities will be uploaded to GIS (either through an API connection or direct data upload) to create a portal to publicly display lead testing results across the state.

Additionally, TruePani has developed a crowdsourced private side service line tool that would be provided to water systems as part of this contract. This tool, accessed via smartphone, could be linked from a water bill and guides residents through identifying their service line material and capturing a photo associated with geospatial data. Although this will likely not result in perfect accuracy in identifying service line material, it will provide some initial data for locations where service lines are potentially unknown and provide a foundation for engagement with customers. This familiarity and service line education may be helpful in the event the water system sends a field technician to complete a basement inspection. This tool is often successful when offered with an incentive.



5. Describe how bidder will consult with Systems to assist them with creating standard operating procedure(s) and workplan(s), including the number of service lines already documented, the estimated percentage of service lines needing documentation, how the line materials will be verified, and the plan for addressing unknown lines.

Bidder Response:

Before Systems are contacted through direct outreach, the Project Team will standardize a programmatic training curriculum. This programmatic training curriculum will be the basis of TruePani's Program; the package of services, 1:1 consultation, resources, and individualized plans that TruePani will create for each enrolled System. This includes:

- A webinar introduction to LCRR, including best practices from water systems that have completed inventories
- Educational materials on LCRR responsibilities
- A Standard Operating Procedure for developing an inventory
- A template inventory document (.xlsx) for standardizing inventories across Systems
- Guidance for electronic delivery to the NDEE of their lead service line inventory
- Guidance for developing a lead service line replacement plan

Direct outreach to Systems will occur via phone or email communications and will be aimed at enrolling Systems that need assistance with lead service line inventory. Direct outreach activities will follow the order of the Division's Priority Assistance List (Priority List) to target the Systems within the disadvantaged community and environmental justice criteria.

Upon enrollment in the Program, a System will be provided with the educational materials developed by the Project Team, including the SOP, the inventory template, and a pre-recorded LCRR 101 webinar.

The Standard Operating Procedure (SOP) will outline how to conduct an initial review of existing data, validate the existing data sources, organize the data in a standardized template, and identify unknown service line materials using the most cost-effective approach for the System. For small systems, the best type of available knowledge is often staff knowledge. A decision matrix component of the SOP will allow Systems to consider all types of data that may be available in completing the inventory and prioritize based on accessibility and accuracy.

The SOP will also outline reasonable assumptions that can be made such as service/construction dates.

As part of the initial materials development for the Program, the Project team will also establish a standardized template in Excel for organizing inventory data, that will eventually be used to create the map of service line materials for the System. While online software and database tools also exist to develop an inventory the level of technical understanding and recurring licensing costs required may be a barrier to systems in completing inventories through these platforms. Since not all Systems have a GIS license or personnel trained in using it, the Project Team will

create the inventory maps on behalf of each System in the Program, using the standardized template and the data collected by the System.

Up to four consulting hours will be available to all enrolled Systems, unless more are allocated by NDEE. Systems will be given the opportunity to schedule 1:1 consulting sessions with the Project Team's technical experts to discuss the System's specific needs as they relate to the lead service line inventory. Additionally, these services can be delivered in-office (remote) and on-site if the System requires additional on-site assistance.

The SOP will assist the user in selecting the appropriate approach to identifying unknowns based on the resources available to the System, since each System is unique with varying levels of available data, technical personnel, and resources. TruePani's SOP will follow the stepwise approach to guide systems in the identification of unknowns (as shown in the diagram below).

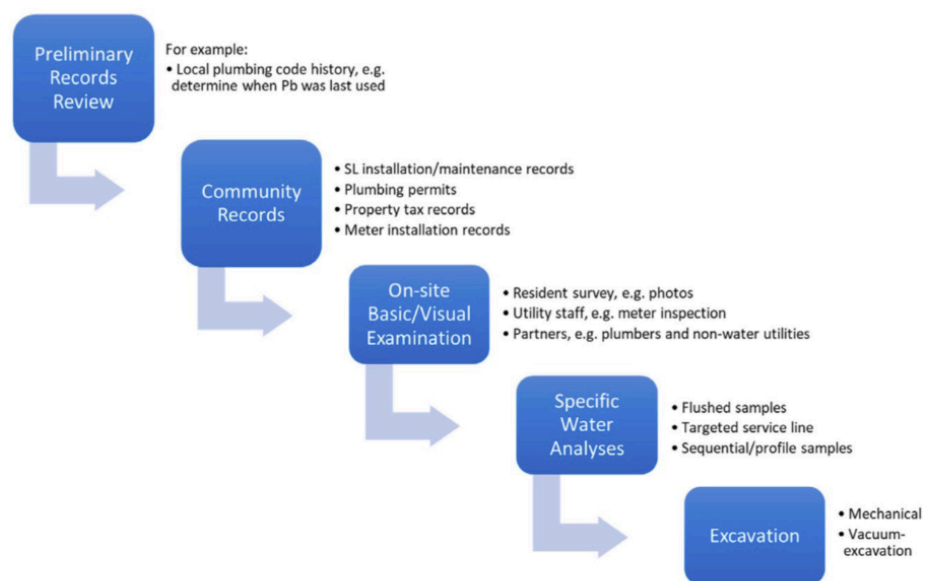


Image credit: AWWA

6. Describe bidder's understanding of what the outcome of this assistance will be. At a minimum, the outcome should be individualized workplans and standard operating procedures to enable Systems to develop a lead service line inventory, develop a plan for public posting of the inventory, and develop a plan for submission of lead service line inventory to NDEE.

Bidder Response:

Each System that enrolls in the Program and completes the proposed programmatic training described herein will be equipped with the tools and materials to develop a service line inventory specific to their system. The SOP will guide Systems in creating individualized workplans and procedures that are a function of their available data and resources. The program training and SOP will focus on equipping Systems with the tools and resources to develop a complete inventory using the inventory template tool. The SOP will outline how to review existing

inventory data, including a discussion of potential sources of service line information. Information that might be available during the initial data review include:

- Staff knowledge
- Previous water main replacement projects and work orders
- Historical records (property/parcel data, plumbing records, utility purchasing records)
- Field data
- Existing GIS databases
- Verified service line material records
- Water test results from compliance sampling
- Water main size
- Water billing information
- Census data

The inventory template provided to each enrolled System will standardize service line material inventories across the Program and will simplify the creation of each System's map in GIS. TruePani will be responsible for the creation of the initial inventory map in GIS and will provide each System with the ability to embed their respective map on their own public webpage.

As service line inventories are meant to be "living documents," the Program webpage will feature a upload function where enrolled Systems can upload new versions of their inventories to update their respective service line maps. The most recent version of each System's inventory will be shared with NDEE via NDEE's preferred file sharing system. The goal of the programmatic training is to educate the System, provide resources and information, to ensure the future upkeep of their inventory maps, development of lead service line replacement plans, and ensure electronic delivery of such materials to NDEE.

7. In addition to the minimum outcome listed above, describe how the bidder will provide needed education, information, and resources that will enable Systems to plan for additional compliance involving the creation of a complete lead service line system map and lead service line replacement plans, both of which should be electronically delivered to NDEE.

Bidder Response:

The Project Team will develop the service line system map on behalf of the System after the programmatic training and initial inventory development has been completed. Maps developed for Systems under the Program will be electronically delivered by the Project Team to NDEE in NDEE's preferred format.

Because a System's inventory and replacement plan development is expected to occur as an iterative process throughout the lifetime of the Program, the Project Team will establish automated email communications to remind them to submit their inventories so that the maps can be generated. The automated communications will also feature an educational campaign, that

will deliver relevant compliance updates, helpful educational materials, and outside resources for enrolled Systems.

TruePani will also provide the education, information, and resources necessary for Systems to plan for additional compliance involving the creation of a complete lead service line inventory map and lead service line replacement plan. Considerations for the plan may include local legislation, ordinances, disclosure as part of real estate transactions, coordination with local capital improvement projects to optimize replacement based on cost.

8. Describe the bidders understanding of how bidder will utilize the Division's 2% Priority List to contact Systems deemed to be in need of assistance. Include how the contractor will obtain permission from the System before assisting, and how contractor will provide NDEE with names of Systems from the list that refused assistance. Systems that refuse assistance will not be counted as a project.

Bidder Response:

Direct outreach to Systems will occur via phone or email communications and will be aimed at enrolling Systems that need assistance with lead service line inventory. Direct outreach activities will follow the order of the Division's Priority Assistance List (Priority List) to target the Systems within the disadvantaged community and environmental justice criteria.

TruePani has created and conducted outreach based on prioritization strategies in existing projects by providing additional outreach effort towards Systems falling within this criterion. TruePani understands the effort to prioritize these Systems with the availability funding.

The Project Team uses a cloud-based database to organize and conduct direct outreach activities. All communications between the outreach team and a System will be recorded in the database, including whether System declines assistance. Systems that are interested in learning more about the Program will be sent an email with information on the Program and a link to an enrollment form. Within the enrollment form, the Project Team will obtain permission from the System before offering technical assistance. Based on NDEE's preferences, TruePani can either deliver reports outlining refusal and permission information or TruePani can provide NDEE with a view of the cloud-based database where NDEE can access this information updated on a live-basis.

1. Technical Requirements

9. Describe how contractor will develop and conduct:

- a. *Project acceptance in the form of permission from the System;*

Bidder Response:

The Project Team will begin direct outreach to Systems through an introductory phone call. Interested Systems will be asked to provide a contact name and email for the point of contact that

will receive programmatic training and oversee inventory development. Priority will be placed on systems based on the monthly “Priority List” provided by NDEE. In the initial email, Systems will be provided with an overview of the Program, associated LCRR requirements, and the consultation service that TruePani can provide. Given this understanding, Systems are asked to complete an online form provided in the email to express project acceptance.

All outreach activities, responses from the System, project acceptance, and enrollment will be tracked through TruePani’s cloud-based database software. At any point during the course of the project, TruePani can export a list of the Systems that have accepted and refused the Program and all associated communication attempts.

b. Project workplans and standard operating procedures that will be individualized for each System;

Bidder Response:

Before Systems are contacted through direct outreach, the Project Team will standardize a programmatic training curriculum. This programmatic training curriculum will be the basis of TruePani’s Program; the package of services, 1:1 consultation, resources, and individualized plans that TruePani will create for each enrolled System. This includes:

- A webinar introduction to LCRR, including best practices from water systems that have completed inventories
- Educational materials on LCRR responsibilities
- A Standard Operating Procedure for developing an inventory
- A template inventory document (.xlsx) for standardizing inventories across Systems
- Guidance for electronic delivery to the NDEE of their lead service line inventory
- Guidance for developing a lead service line replacement plan

Direct outreach to Systems will occur via phone or email communications and will be aimed at enrolling Systems that need assistance with lead service line inventory. Direct outreach activities will follow the order of the Division’s Priority Assistance List (Priority List) to target the Systems within the disadvantaged community and environmental justice criteria.

Upon enrollment in the Program, a System will be provided with the educational materials developed by the Project Team, including the SOP, the inventory template, and a pre-recorded LCRR 101 webinar.

The Standard Operating Procedure (SOP) will outline how to conduct an initial review of existing data, validate the existing data sources, organize the data in a standardized template, and identify unknown service line materials using the most cost-effective approach for the System. For small systems, the best type of available knowledge is often staff knowledge. A decision matrix component of the SOP will allow Systems to consider all types of data that may be available in completing the inventory and prioritize based on accessibility and accuracy.

The SOP will also outline reasonable assumptions that can be made such as service/construction dates.

As part of the initial materials development for the Program, the Project team will also establish a standardized template in Excel for organizing inventory data, that will eventually be used to create the map of service line materials for the System. While online software and database tools also exist to develop an inventory the level of technical understanding and recurring licensing costs required may be a barrier to systems in completing inventories through these platforms. Since not all Systems have a GIS license or personnel trained in using it, the Project Team will create the inventory maps on behalf of each System in the Program, using the standardized template and the data collected by the System.

Up to four consulting hours will be available to all enrolled Systems, unless more are allocated by NDEE. Systems will be given the opportunity to schedule 1:1 consulting sessions with the Project Team’s technical experts to discuss the System’s specific needs as they relate to the lead service line inventory. Additionally, these services can be delivered in-office (remote) and on-site if the System requires additional on-site assistance.

The SOP will assist the user in selecting the appropriate approach to identifying unknowns based on the resources available to the System, since each System is unique with varying levels of available data, technical personnel, and resources. TruePani’s SOP will follow the stepwise approach to guide systems in the identification of unknowns (as shown in the diagram below).

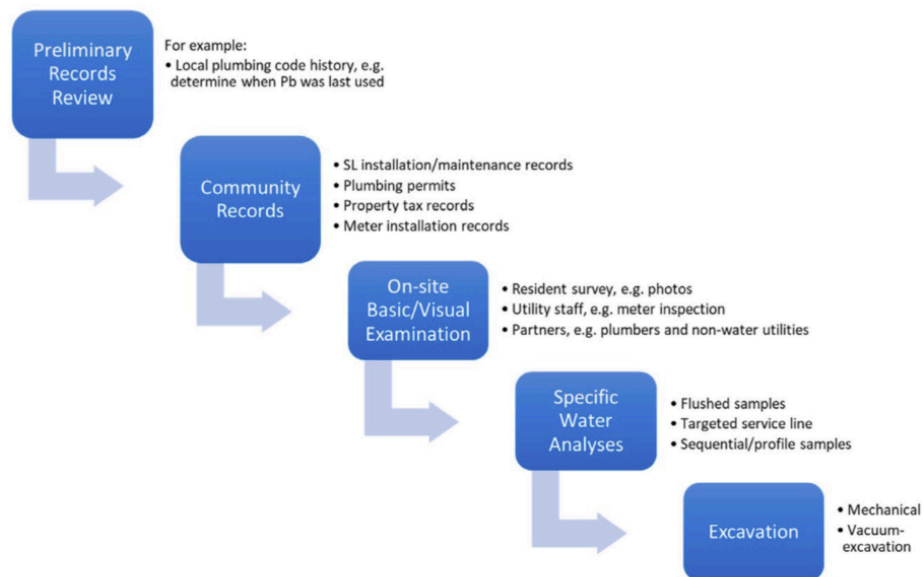


Image credit: AWWA

c. Outcome of projects and knowledge gained by the System;

Bidder Response:

The goal of the Program is to help Systems serving populations of 10,000 or fewer achieve compliance with the Nebraska Safe Drinking Water Act and the EPA’s Lead and Copper Rule Revisions promulgated under that Act. The programmatic training, offered as part of TruePani’s consultation Program, will also ensure the Systems have the knowledge base to aid in future

development of their ongoing service line maps, replacement plans, and electronic delivery to the NDEE.

Before initial outreach to Systems begins, the Project Team will work to develop a programmatic training curriculum to share with enrolled Systems. By following the programmatic training, systems will understand strategies for creating a service line material inventory, identifying unknown service lines, and developing a lead service line replacement plan, publicly sharing service line location data, proper data organization and validation, and providing proper documentation to NDEE. The Project Team aims to achieve a high level of consistency in data and replacement plans across all Systems. As service line inventories are “living documents,” TruePani expects that Systems can update such information after the close of the TruePani’s contract with NDEE.

d. Additional education, information, and resources to be provided to the System to aid them with development and completion of a system map and replacement plans;

Bidder Response:

The success of a voluntary program relies on several factors to engage potential participants, provide education on LCRR requirements, teach them to complete their own LSL inventory, and promote best practices for data organization. A successful education and communications strategy will promote the program to potential participants and ensure they have the necessary knowledge and tools to satisfy the requirements of the Lead and Copper Rule Revisions.

The Project Team will provide an initial, pre-recorded webinar for each System which provides:

- Requirements of the Lead and Copper Rule Revisions
- Scope and requirements of the Program
- How to locate and organize existing LSL data
- Best practices and lessons learned from Nebraska Systems

Enrolled Systems will have the ability to schedule 1:1 consulting hours with the Project Team’s technical experts to discuss System-specific questions and issues. Topics discussed during the sessions can include:

- Training on TruePani’s private-side service line material identification tool
- Strategies for engaging customers in service line identification
- Strategies for identification of unknown service lines
- Technical assistance with creating replacement plans

In instances where the System requires in-person assistance with their inventory, the Project Team can provide personnel to visit the System on-site and train field technicians with tools to use during site visits to identify unknowns.

- e. *Acknowledgement from the System that they have the ability to document lead service lines, publicly post locations of service lines, and provide the service line documentation to NDEE;*

Bidder Response:

Upon completion of the programmatic training and any requested consulting hours, Systems will be asked to sign an agreement stating that they are able to document lead service lines, publicly post their locations, and provide all necessary documentation to NDEE. Through the programmatic training, Systems will have understood the requirements of the Lead and Copper Rule Revisions as they relate to public posting, documentation, mapping, and more. Completed agreements will be provided to NDEE along with each monthly progress report. Additional training time will be offered to systems as needed.

- f. *Acknowledgement from the System they understand the additional requirements of creating a system map documenting lead service lines, creating replacement plans, and electronic delivery of the map and replacement plans to NDEE; and*

Bidder Response:

TruePani will ask systems to sign an agreement stating that they understand the additional requirements of the project. Instructions for all requirements will be provided during the programmatic training and will explicitly overview how these requirements relate to the Lead and Copper Rule Revisions. Systems will have an opportunity to discuss with the Program Team to clarify the terms of the agreement prior to signing of the agreement.

- g. *Acknowledgement from the System whether or not future assistance is needed regarding compliance with the Lead and Copper Rule Revision, and if so, what those needs are.*

Bidder Response:

TruePani's dedicated consulting hours(s) will strive to set each system up with full project autonomy. The agreement will include a section to acknowledge whether future assistance will be needed regarding LCRR compliance, and if so, what the needs are. Additional training time will be offered to systems as needed.

1. Describe the number of lead service line inventory projects that can be effectively completed each month through the duration of the contract.

Bidder Response:

The new LCRR requires an inventory completed by October 2024. TruePani will work with the Nebraska Department of Environment and Energy (NDEE) Drinking Water and Ground Water

Division to support Systems serving 10,000 or fewer persons to complete their inventories through in-office (remote) and on-site services. TruePani understands the number of systems will vary depending on NDEE analysis, System need, and the maximum number of Systems the contractor can effectively assist. Based on TruePani's staff availability and the number of systems serving 10,000 or fewer persons (and the anticipated number of service line connections in this system) TruePani believes that support will be available for as many systems as NDEE determines are applicable.

Based on an anticipated award date of July 2022 and providing at least six months for Systems to "participate" in the program, use the template for completing the inventory and returning the information to TruePani to import to GIS, Systems would need to "enroll" by May 2024.

TruePani staff members with the technical expertise have 80 hours of available time each month to support Systems with consulting hours. Assuming four hours of consulting per system, 20 systems could be supported with four consulting hours each month. It is likely a System does not use all four hours during one month; if systems used two hours each month then 40 systems could be supported during the month.

2. Describe the methodology, tools/resources, and final documentation for completion of each lead service line inventory project.

Bidder Response:

TruePani has chosen to break each project up into five main sections:

1. System enrollment

Direct outreach to Systems will occur via phone or email communications and will be aimed at enrolling Systems that need assistance with lead service line inventory. Direct outreach activities will follow the order of the Division's Priority Assistance List (Priority List) to target the Systems within the disadvantaged community and environmental justice criteria. This also includes the acknowledgement agreement.

2. Provision of training materials

The Program will provide Systems with a standardized programmatic training curriculum, that will include:

- A webinar introduction to LCRR, including best practices from water systems that have completed inventories
- Educational materials on LCRR responsibilities
- A Standard Operating Procedure for developing an inventory
- A template inventory document (.xlsx) for standardizing inventories across Systems
- Guidance for electronic delivery to the NDEE of their lead service line inventory
- Guidance for developing a lead service line replacement plan

Using the training materials and inventory template, the System will compile existing data, validate data sources, and generate a first draft of the inventory document. Since the inventory is meant to

represent a “living document” that is continuously being updated with new information, the System will use the tools and guidance from the Program to identify unknowns and update the inventory. Once the first draft of a System’s inventory is complete, they will upload their template to the Program website. The Project Team will upload the template into GIS and provide the System with a customized map to embed on their public webpage. As the inventory is updated with new information, Systems can upload new versions of their inventories to the Webpage and update their respective service line maps. The most recent version of each System’s inventory will be shared with NDEE via NDEE’s preferred file sharing system.

3. One-on-one consulting hours

Project Team technical experts will be available to assist Systems through one-on-one consulting sessions to help answer questions and ensure that the inventory data is valid and conforms to the LCRR requirements.

4. Continual educational outreach and progress check ups

Upon enrollment in the Program, a System will provide the contact information for a point of contact at the System who is responsible for developing the service line inventory and replacement plan. The educational campaign will deliver relevant compliance updates, helpful educational materials, and outside resources for enrolled Systems.

5. Project wrap-up and final material creation

The most recent version of each System’s inventory and their lead service line replacement plan will be uploaded by the System to the Program webpage and shared with NDEE via NDEE’s preferred file sharing system.

3. Sections II through IV of RFP 6690 Z1

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of the proposal. Bidder is expected to 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 clause was rejected or why the clause was rejected with alternative language provided. By signing the solicitation, 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 reject or negotiate the bidder's 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 solicitation.

Bidders must submit with the 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. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

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

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

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SE			TruePani does not currently have a staff member with a current Nebraska Grade I or II water operator license., as required in V.C. on page 26 of the RFP. If awarded the contract, TruePani will work to identify a subcontractor with this license to meet the requirement.

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

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor's proposal (Contractor's response to the solicitation and properly submitted documents); and
5. Amendments and Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendments and addendums to the executed Contract with the most recent dated amendment or addendum, respectively, having the highest priority, 2) Amendments to solicitation 3) Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Contractor's submitted Proposal.

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

B. NOTIFICATION

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

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

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

C. PCO'S REPRESENTATIVE

The State reserves the right to appoint a PCOs Representative to manage [or assist the PCO in managing] the contract on behalf of the State. The PCP's Representative will be appointed in writing, and the appointment document will specify the extent of the PCO's Representative authority and responsibilities. If a PCO's Representative is appointed, the Contractor will be provided a copy of the appointment document and is required to cooperate accordingly with the PCO's Representative. The PCO'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 awarded Bidder shall not commence any billable work until a valid contract has been fully executed by the State. The awarded Bidder will be notified when work may begin.

F. AMENDMENT

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

G. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the contractor, F.O.B. destination named in the RFP. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

Prices submitted on the cost proposal form shall remain fixed for the first year of the contract. Any request for a price increase subsequent to the first year of the contract shall not exceed five percent (5%) of the previous Contract period. Increases will be cumulative across the remaining periods of the contract. Requests for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days. Documentation may be required by the State to support the price increase.

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

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

H. CHANGE ORDERS OR SUBSTITUTIONS

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

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

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

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

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract 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*****

I. VENDOR PERFORMANCE REPORT(S)

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

J. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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.

K. BREACH

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

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. 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. 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, including, but not limited to, charging interest to the State (Refer to Prompt Payment Act).

L. NON-WAIVER OF BREACH

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

Allowing time to cure or the acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party, including, but not limited to the right to immediately terminate the contract for the same or a different breach, or constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

M. SEVERABILITY

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

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.

N. INDEMNIFICATION

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

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. 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 subcontractors and employees, provided by the Contractor.

3. 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 (§81-8,294), Tort (§81-8,209), and Contract Claim Acts (§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.

4. 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.

O. ATTORNEY’S FEES

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

P. ASSIGNMENT, SALE, OR MERGER

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

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.

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

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

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.

R. FORCE MAJEURE

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

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.

S. CONFIDENTIALITY

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

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 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.

T. EARLY TERMINATION

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

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 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 60 calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,

- i. In the event funding is no longer available.

U. CONTRACT CLOSEOUT

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

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 Contactor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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 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's employees.

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

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

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

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

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. PERMITS, REGULATIONS, LAWS

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

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

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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.

G. INSURANCE REQUIREMENTS

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

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.

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

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

1. **WORKERS' COMPENSATION INSURANCE**

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

2. **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

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

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

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

3. EVIDENCE OF COVERAGE

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

Agency Name: State Purchasing Bureau
 Attn: Annette Walton
 Solicitation Number: 6690 Z1
 Contract Number:
 E-mail address: annette.walton@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. ANTITRUST

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

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.

I. CONFLICT OF INTEREST

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

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.

J. STATE PROPERTY

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

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.

K. SITE RULES AND REGULATIONS

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

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.

L. ADVERTISING

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

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.

M. DISASTER RECOVERY/BACK UP PLAN

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

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.

N. DRUG POLICY

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

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.

O. WARRANTY

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

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 90 days from performance of the service, perform the services again, at no cost to the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
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Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

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

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

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at agreed upon times and in a manner that will not delay work.

E. PAYMENT (Statutory)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The

State will give the Contractor written notice 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 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 to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

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

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 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.