

**State of Nebraska Workers' Compensation Court  
Request for Proposal for Contractual Services**

<b>Solicitation Number:</b> RFP #WCC0007	<b>Bid Submission Deadline:</b> June 24, 2020 5 PM Central Time	<b>Procurement Contact:</b> Deb Bandiola
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**Notice of Request for Proposals**

The Nebraska Workers' Compensation Court is issuing this Request for Proposals for Contractual Services for the purpose of selecting a qualified Contractor to provide the following services:

- A. A data file that contains the following items:
- i. The five digit numerical 2021 Current Procedural Terminology (CPT) codes.
  - ii. Each CPT code, except for those associated with Anesthesia Services, shall contain the 2021 Centers for Medicare & Medicaid Services (CMS) Medicare Resource-Based Relative Value Scale (RBRVS) values non facility Geographic Practice Cost Index (GPCI) adjusted for Nebraska;
  - iii. Gap filled CPT codes and RBRVS values, except for Anesthesia services, for those 2021 CPT codes that do not have a value in the CMS data file and which are equivalent to the CMS RBRVS values that are non-facility GPCI adjusted for Nebraska;
  - iv. Follow-up days for each CPT code in the file, with CMS equivalent gap filled days for those codes that do not contain that information in the CMS data (NOTE: those codes that cannot be assigned this value will be considered by report items);
  - v. Physician component/technical component (PC/TC) splits for each code in the file that contains both a physician and technical component, with CMS equivalent gap filled splits for those codes that do not contain that information in the CMS data (NOTE: The PC/TC splits should equal 100);
  - vi. The most recent relative values (RVU) for Anesthesia services from the American Society of Anesthesiologists (ASA);
  - vii. A calculation of the 2021 conversion factors for the following service categories, calculated by using the 2020 conversion factor for each of these services multiplied by the 2021 Medicare Economic Index (MEI) number identified in item D below: emergency department services; evaluation and management services;

**State of Nebraska Workers' Compensation Court  
Request for Proposal for Contractual Services**

anesthesia services; orthopedic surgery services; all other surgery services; radiology services; pathology and laboratory services; medicine services; and physical medicine services;

- viii. Columns for the PC Amount / TC Amount and separately for the Fee Schedule Amount.
  - ix. Each row must include a column that contains the appropriate section name, i.e. Anesthesia, Surgery, Medicine, etc.
- B. A list of CPT codes that are commonly considered orthopedic procedures.
- C. A data file that contains the percentage change in Nebraska non-facility GPCI adjusted RVUs between calendar years 2020 and 2021 as determined by CMS, with appropriate gap filled data. (NOTE: In subsequent years, the difference will be between the new proposed fee schedule year and the existing fee schedule).
- D. The 2021 Medicare Economic Index (MEI) number determined by CMS.
- E. A statement identifying the source of the Gap filled data used to determine the RBRVS equivalents for item A iii above.
- F. A general description of the services sought can be found in the Background and Project Description section, and a detailed description of the services and Bidder requirements can be found in the Scope of Services portion of the Terms and Conditions section.
- G. The required contract terms can be found in the Terms and Conditions section. Any other term is open to negotiation and proposed additional terms should be included in each Bidder's proposal.
- H. All proposals or responses received regarding this request are subject to the Nebraska Public Records statutes (Neb. Rev. Stat. § 84-712, *et seq.*).
- I. In the event the proposal contains information Bidders believe to be proprietary, the information shall be separated from the portions of the proposal the Bidder does not claim are proprietary and submitted in a separate file, named or otherwise designated as "PROPRIETARY INFORMATION." The Bidder must also submit a detailed explanation showing that the release of the proprietary information would give a business advantage to named competitor(s) and explain how the named competitor(s) will gain an actual business advantage by disclosure of the information identified. The mere assertion the information is proprietary or that a speculative business advantage might be gained is not sufficient. The Bidder may not assert that the entire proposal is proprietary. Cost proposals will not be considered proprietary and are public records in the State of Nebraska. The NWCC will determine, in its discretion, if the interests served by nondisclosure outweigh any public purpose served by disclosure. See Neb. Rev. Stat. §

**State of Nebraska Workers' Compensation Court  
Request for Proposal for Contractual Services**

84-712.05(3). Absent the NWCC's determination that the information is proprietary, the NWCC will consider all information a public record subject to release regardless of any assertion by the Bidder that the information is proprietary.

- J. If the NWCC determines it is required to release proprietary information, the Bidder will be notified. It is the Bidder's responsibility to defend the asserted interest in nondisclosure.
- K. The procedures for submission are outlined in the Proposal Procedures section.

**Submission Deadlines**

	<b>ACTIVITY</b>	<b>DATE &amp; TIME</b>
1.	Release Request for Proposals	May 20, 2020
2.	Last day to submit written questions	June 5, 2020
3.	NWCC responds to written questions by posting to its website at <a href="https://www.wcc.ne.gov/">https://www.wcc.ne.gov/</a> the questions asked and the NWCC responses	June 12, 2020
4.	Bid submission deadline	June 24, 2020 5 PM Central Time

**Background and Project Description**

Rule 26 B of the Rules of Procedure of the Nebraska Workers' Compensation Court (NWCC) established the elements and methodology to follow when creating the NWCC's Schedule of Fees for Medical Services. Rule 26 B of the Rules of Procedure also requires the NWCC to publish the Schedule of Fees for Medical Services on an annual basis.

According to Rule 26 B 2, the Schedule of Fees for Medical Services (Schedule) is to be established as follows:

- 1. The Schedule shall include the Medicare Resource-Based Relative Value Scale (RBRVS) applicable to Nebraska, as reflected in the applicable tables established and published by the federal Centers for Medicare and Medicaid Services (CMS) for the federal Medicare program and geographically adjusted for Nebraska.
- 2. The Schedule shall include the Current Procedural Terminology (CPT) codes in the CMS tables and the relative value units established by CMS for each CPT code in the tables.

**State of Nebraska Workers' Compensation Court  
Request for Proposal for Contractual Services**

3. The Schedule shall be adjusted annually to incorporate the CPT codes and relative value units in the then current CMS tables applicable to Nebraska.
4. The Schedule may be supplemented with additional CPT codes, relative value units, follow-up days, base values, instructions, ground rules, or other components or factors as determined by the NWCC.
5. The Schedule shall include the following service categories: (i) emergency department services; (ii) evaluation and management services; (iii) anesthesia services; (iv) orthopedic surgery services; (v) all other surgery services; (vi) radiology services; (vii) pathology and laboratory services; (viii) medicine services, and (ix) physical medicine services.

The NWCC will be responsible for determining the specific services and related CPT codes to be included in each service category. The NWCC will also be responsible for establishing the conversion factors to be used in the Schedule. The Fee Schedule conversion factors will be based on the CMS Medicare Economic Index number and in accordance with the instructions found in Rule 26.

The Schedule will be published to the NWCC website by January 1. In order to meet the programming timeframe, the NWCC will need to have the final deliverable no later than December 14.

NOTE: If a multi-year agreement is reached, the deliverables would all be adjusted appropriately.

Since the Schedule is set to be effective on an annual basis with an effective date of January 1, the NWCC is interested in contracting with a vendor who will be able to provide secure data and services to help the NWCC meet the above requirements.

**Proposal Procedures**

The following are the rules, procedures, and terms that govern the submission of responses to the NWCC's request for proposals. By submitting any request, the Bidder agrees to the provisions set forth herein. Prospective Bidders are expected to carefully examine all documents, schedules, and requirements in this request.

1. As set forth in the Notice of Request for Proposals, any proposal submitted will be public information and publicly available to any requestor, unless the Bidder complies with the requirements of establishing portions of the proposal as proprietary and the NWCC determines the information is proprietary.

**State of Nebraska Workers' Compensation Court  
Request for Proposal for Contractual Services**

2. The exclusive point of contact for the request for proposal is:

**Deb Bandiola**

Business Manager  
Nebraska Workers' Compensation Court  
P.O. Box 98908  
Lincoln, NE 68508  
402.471.6463  
rfp@wcc.ne.gov

- a. All communications, including questions and requests for additional information, should be directed to the point of contact throughout the bidding process. Bidders should not have any contact related to the process with any other NWCC employees.
- b. Questions regarding the request must be submitted by email to the point of contact on or before June 5, 2020. The NWCC will respond to those questions on or before June 12. If a proposal is based on assumptions about interpretation of any part of the NWCC's request, such assumptions should be identified in the proposal or clarified in advance with the question and answer procedure.
3. All Bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The awarded contractor must verify this requirement is met prior to execution of the Contract.
4. Proposals should be submitted electronically to the point of contact on or before 5 PM Central Time on June 24, 2020.
5. The NWCC requests bids be submitted as one submission including one proposal to provide services for a one year period and an alternative proposal to provide services for a five year period.
6. Each proposal shall contain a technical proposal and cost proposal, presented in distinct sections of the proposal with supporting information and explanation.
7. The technical proposal should specifically address how the Bidder will accomplish and/or verify each of the tasks outlined in Paragraph C(1) of the Terms and Conditions section.
8. The cost proposal should include the cost of any royalties, licenses, permits, and approvals that are in any way involved in the Contract. These should be itemized

**State of Nebraska Workers' Compensation Court  
Request for Proposal for Contractual Services**

separately. The Contractor will arrange and pay for all such expenses.

9. If the Bidder anticipates requesting travel time payment and/or travel and expense reimbursement be paid by NWCC, the Contract cost proposal shall include separate estimates of amounts for those items. Reimbursement for expenses shall not exceed the amounts allowed for State of Nebraska employees.
10. The payment schedule shall be mutually agreed to by the parties. The NWCC has a preference for an annual payment schedule invoiced after services have been delivered. Bidders shall include a payment schedule term (i.e., monthly, yearly, etc.) in the proposal.
11. The NWCC reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the NWCC's discretion and in the NWCC's best interests. The NWCC may consider, but is not limited to considering or required to consider, one or more of the following criteria: Bidder qualifications and capabilities, costs, State or legal requirements, quality, delivery time, and/or location. The request does not commit the NWCC to award a contract.
12. The NWCC will post notice of its decision as to whether a contract has been awarded to its website at: <http://www.wcc.ne.gov>

**Terms and Conditions**

The following terms and conditions must be included in the agreement between the Nebraska Workers' Compensation Court (NWCC) and the awarded Contractor:

**A. TERM & TERMINATION**

1. **Term of Contract:** The NWCC requests bids be submitted as one submission including one proposal to provide services for a one year period and an alternative proposal to provide services for a five year period.
2. **Early Termination:** The Contract may be terminated as follows:
  - a. The NWCC and the Contractor, by mutual written agreement, may terminate the Contract at any time.
  - b. The NWCC, in its sole discretion, may terminate the Contract for any reason upon thirty (30) calendar days 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.

**State of Nebraska Workers' Compensation Court  
Request for Proposal for Contractual Services**

- c. The NWCC may terminate the Contract immediately for any of the following reasons:
  - i. if directed to do so by statute;
  - ii. 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;
  - iii. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - iv. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the Contract by its Contractor, its employees, officers, directors, or shareholders;
  - v. 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 (1) the proceeding has been pending for at least sixty [60] calendar days; or (2) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (3) the Contractor has been decreed or adjudged a debtor;
  - vi. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - vii. Contractor intentionally discloses confidential information;
  - viii. Contractor has or announces it will discontinue support of the deliverable;  
or
  - ix. In the event funding is no longer available.
- d. In the event either party terminates this Contract, the Contractor shall immediately provide to NWCC all work in progress, work completed, and materials provided to it by NWCC in connection with this Contract.

**B. PAYMENT**

- 1. **Total Payment:** Negotiable.
  - a. The NWCC reserves the right to deny any requested price increase. No price

**State of Nebraska Workers' Compensation Court  
Request for Proposal for Contractual Services**

increases are to be billed to NWCC prior to written amendment of the Contract by the parties.

2. **Payment Structure:** The NWCC prefers an annual payment schedule based upon an Invoice submitted by the Contractor after services have been provided.
- a. Payments shall not be made until contractual deliverable(s) are received and accepted by the NWCC.
  - b. Invoices for payments must be submitted by the Contractor to the NWCC requesting the services with sufficient detail to support payment.
  - c. The NWCC will render payment to Contractor when the terms and conditions of the Contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the NWCC. Payment will be made by the NWCC in compliance with the State of Nebraska Prompt Payment Act (see Neb. Rev. Stat. §§ 81-2401 through 81-2408). The NWCC will require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the NWCC be responsible or liable to pay for any 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 such services.
  - d. The Contractor may charge the NWCC interest for late payment in compliance with the State of Nebraska Prompt Payment Act (see Neb. Rev. Stat. §§ 81-2401 through 81-2408).
  - e. The NWCC is not required to pay taxes and assumes no such liability as a result of this Contract. Any taxes payable are the responsibility of the Contractor.

**C. SCOPE OF SERVICES**

**1. Contractor will do the following:**

- a. Deliver to the Court a data file that contains the following items:
  - i. The five digit numerical 2021 Current Procedural Terminology (CPT) codes.
  - ii. Each CPT code, except for those associated with Anesthesia Services, shall contain the 2021 Centers for Medicare & Medicaid Services (CMS) Medicare Resource-Based Relative Value Scale (RBRVS) values non facility Geographic Practice Cost Index (GPCI) adjusted for Nebraska;
  - iii. Gap filled CPT codes and RBRVS values, except for Anesthesia services, for those 2021 CPT codes that do not have a value in the CMS data file and which



**State of Nebraska Workers' Compensation Court**  
**Request for Proposal for Contractual Services**

are equivalent to the CMS RBRVS values that are non-facility GPCI adjusted for Nebraska;

- iv. Follow-up days for each CPT code in the file, with CMS equivalent gap filled days for those codes that do not contain that information in the CMS data (NOTE: those codes that cannot be assigned this value will be considered by report items);
  - v. Physician component/technical component (PC/TC) splits for each code in the file that contains both a physician and technical component, with CMS equivalent gap filled splits for those codes that do not contain that information in the CMS data (NOTE: The PC/TC splits should equal 100);
  - vi. The most recent relative values (RVU) for Anesthesia services from the American Society of Anesthesiologists (ASA);
  - vii. A calculation of the 2021 conversion factors for the following service categories, calculated by using the 2020 conversion factor for each of these services multiplied by the 2021 Medicare Economic Index (MEI) number identified in item C(1)(a)(xii) below: emergency department services; evaluation and management services; anesthesia services; orthopedic surgery services; all other surgery services; radiology services; pathology and laboratory services; medicine services; and physical medicine services;
  - viii. Columns for the PC Amount / TC Amount and separately for the Fee Schedule Amount.
  - ix. Within the data file, each row must include a column that contains the appropriate section name, i.e. Anesthesia, Surgery, Medicine, etc.
  - x. A list of CPT codes that are commonly considered orthopedic procedures.
  - xi. A data file that contains the percentage change in Nebraska non-facility GPCI adjusted RVUs between calendar years 2020 and 2021 as determined by CMS, with appropriate gap filled data. (NOTE: In subsequent years, the difference will be between the new proposed fee schedule year and the existing fee schedule).
  - xii. The 2021 Medicare Economic Index (MEI) number determined by CMS.
  - xiii. A statement identifying the source of the Gap filled data used to determine the RBRVS equivalents for item C(1)(a)(iii) above.
- b. Retain all data management, decision support software and deliverables for a period of five (5) years after the Court's publication of the Medical Services Fee

**State of Nebraska Workers' Compensation Court  
Request for Proposal for Contractual Services**

Schedule as are required to be retained under the NWCC Records Retention Schedule.

- c. Provide for business continuity and continued access to data in the event of system downtime or outage. This includes maintaining backup data necessary to recreate the system in case of system or equipment failure.

**2. NWCC will do the following:**

- a. Provide internet connectivity of sufficient bandwidth to access Contractor's data files.
- b. Provide Contractor with good-faith cooperation and access to such information as may be required by Contractor in order to render the services, including but not limited to NWCC's data, office accommodations, facilities, equipment, security access information, and software interfaces to NWCC's other business applications when appropriate.
- c. Provide such personnel assistance to Contractor from time to time as may be reasonably required for Contractor to fulfill its obligations under this Contract.
- d. Provide a current copy of NWCC Records Retention Schedule to Contractor and update Contractor with any changes that affect Contractor's obligation to retain records.

**D. GENERAL PROVISIONS**

- 1. **Access to Records:** Contractor agrees to maintain necessary records regarding all transactions for which funds received from this Contract have been expended and shall allow reasonable access to such records by duly authorized representatives of NWCC up to five (5) years after the termination date of this contract. Contractor agrees to retain records in accordance with the NWCC's Record Retention Schedule.
- 2. **Amendment:** This Contract may be modified only by written amendment, executed by both parties. No alteration or variation of the terms and conditions of this Contract shall be valid unless made in writing and signed by both of the parties.
- 3. **Assignment:** The Contractor may not assign this Contract or any rights, interest, or obligations hereunder, by operation of law or otherwise without prior written consent of NWCC.
- 4. **Breach of Contract:** NWCC may terminate this contract, in whole or in part, if

**State of Nebraska Workers' Compensation Court  
Request for Proposal for Contractual Services**

Contractor fails to perform its obligations under this Contract in a timely and proper manner. NWCC may, by providing written notice of default to Contractor, allow Contractor to cure a failure or breach of Contract within a period of thirty (30) days or longer, at NWCC's discretion. Allowing Contractor time to cure a failure or breach of Contract does not waive NWCC's right to immediately terminate the Contract for the same or different contract breach which may occur at a different time. NWCC may, at its discretion, contract for any service(s) required to complete this Contract and hold Contractor liable for any excess caused by Contractor's default. This provision shall not preclude the pursuit of other remedies for breach of Contract as allowed by law.

5. **Confidentiality:** Except as otherwise provided by law, any and all information gathered by Contractor in the performance of this contract, either independently or through NWCC, shall be held in the strictest confidence and shall be released to no one other than NWCC without the prior written authorization of NWCC. This provision shall survive termination of this Contract.
  
6. **Data Ownership and Copyright:** All data collected as a result of this Contract shall be the property of NWCC. Contractor shall not copyright any of the copyrightable material produced in conjunction with the performance required under this Contract without written consent from NWCC. NWCC hereby reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for state government purposes. This provision shall survive termination of this Contract.
  
7. **Documents Incorporated by Reference:** All references in this Contract to laws, rules, regulations, guidelines, directives and attachments/appendices which set forth standards, procedures, pricing, and/or information regarding services to be delivered to be followed by Contractor in discharging its obligations under this Contract shall be deemed incorporated by reference and made a part of this contract with the same force and effect as if set forth in full text herein.
  
8. **Drug-Free Workplace:** Contractor agrees to operate a drug-free workplace in accordance with the Drug-Free Workplace Policy of the NWCC.
  
9. **Force Majeure:** Neither party shall be liable for any failure of or delay in the performance of this Contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders, or any other circumstances beyond the parties' control.
  
10. **Funding Availability:** In the event the NWCC terminates the Contract, in whole or in

**State of Nebraska Workers' Compensation Court  
Request for Proposal for Contractual Services**

part, because funding is no longer available as set forth in Paragraph A(2)(c)(ix), NWCC shall give Contractor written notice thirty (30) days prior to the effective date of any termination. NWCC shall not be liable for payments for which funding is not available. 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 Contractor be paid for a loss of anticipated profit.

11. **Governing Law:** 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 pursuant to 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.

12. **Indemnification:** Contractor shall defend, indemnify, hold, and save harmless the State of Nebraska, NWCC, and its employees, agents, volunteers and its elected and appointed officials from and against any and all 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, sustained or asserted against the State of Nebraska and/or NWCC arising out of, resulting from, or attributable to the (a) negligent or intentional act or omission of Contractor or its directors, officers, employees, agents, or contractors, (b) failure of Contractor to perform any of its obligations under this Contract, or (c) any act or omission of Contractor in connection with the services provided under this Contract. The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, workers' compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractors and their employees, provided by the Contractor.

**State of Nebraska Workers' Compensation Court  
Request for Proposal for Contractual Services**

13. **Independent Contractor:** Contractor is an Independent Contractor and neither it nor any of its employees shall be deemed employees of NWCC. Nothing contained in this contract shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
14. **Insurance Requirements:** The Contractor shall not commence onsite or remote access work under this Contract until it has obtained the insurance required hereunder for a term commencing as of the effective date of this Contract and continuing for the duration of the term of the Contract and such insurance has been approved by the NWCC. Approval of the insurance by the NWCC 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.

- a. **WORKERS' COMPENSATION INSURANCE:** The Contractor shall take out and maintain workers' compensation insurance and employer's liability insurance as required by governing state law for any and all employees of the Contractor to be engaged in onsite or remote access work under the Contract. Any such insurance shall be written to meet the statutory requirements for the state or states in which the work is to be performed, including occupational disease. This policy shall include a waiver of subrogation in favor of the State. The Certificate of Insurance (COI) shall contain the mandatory COI subrogation language found hereinafter. The amounts of such insurance shall not be less than the limits stated hereinafter.
- b. **COMMERCIAL GENERAL LIABILITY INSURANCE:** In the event Contractor provides onsite work at any State of Nebraska facility under this Contract, the Contractor shall take out and maintain during the period in which the onsite work is to be performed such commercial general liability insurance as shall protect Contractor 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 anyone directly or indirectly employed by the Contractor, 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, independent contractors, and personal injury. The policy shall include the State and NWCC and others as required by the Contract documents as additional insureds. This policy shall be primary, and

**State of Nebraska Workers' Compensation Court  
Request for Proposal for Contractual Services**

any insurance or self-insurance carried by the State shall be considered excess and non-contributory.

- c. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:** In the event Contractor provides onsite work at any State of Nebraska facility under this Contract, the Contractor shall take out and maintain during the period in which the onsite work is to be performed such commercial automobile liability insurance as shall protect the Contractor 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 anyone directly or indirectly employed by the Contractor, and the amounts of such insurance shall not be less than limits stated hereinafter. The commercial automobile liability insurance shall be written to cover all owned, non owned, and hired vehicles.
  
- d. **CYBER LIABILITY INSURANCE:** The Contractor shall take out and maintain cyber liability insurance. The amounts of such insurance shall not be less than the limits stated hereinafter.
  
- e. **INSURANCE COVERAGE AMOUNTS REQUIRED:**

<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included

**State of Nebraska Workers' Compensation Court  
Request for Proposal for Contractual Services**

<b>WORKERS' COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits - All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury / Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile Liability	Included
Motor Carrier Act Endorsement	Where Applicable
<b>CYBER LIABILITY</b>	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$10,000,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
The Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska.	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
<b>Commercial General Liability &amp; 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 of Nebraska shall be considered secondary and non-contributory as additionally insured.</b>	

- f. **EVIDENCE OF COVERAGE:** The Contractor shall not allow onsite or remote work to begin under the Contract until the Contractor has obtained any required insurance as required by governing state law, and until a certificate evidencing such insurance has been provided to the designated procuring office and contact person.
15. **Invoices:** Invoices for payments submitted by Contractor shall contain sufficient detail to support the payment requested. Any terms and conditions included in Contractor's

**State of Nebraska Workers' Compensation Court  
Request for Proposal for Contractual Services**

invoice shall be deemed to be solely for the convenience of the parties and shall not alter the terms of this Contract.

16. **Right to Audit**: The NWCC shall have the right to audit the Contractor's performance of this Contract upon 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 such audit during the Contract term 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.
17. **Integration**: This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, representations, and understandings of the parties, written or oral.
18. **Severability**: If any term or condition of the Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the provision held to be invalid or illegal.
19. **Work Eligibility Status**: Contractor agrees to comply with all local, State, and Federal laws, regulations, and rules related to employment and disabilities. Contractor agrees to and shall use a federal immigration verification system, as defined by Neb. Rev. Stat. § 4-114(1)(a), to determine the work eligibility status of new employees physically performing services within the State of Nebraska, as required by Neb. Rev. Stat. §§ 4-108 to 4-114 as of the effective date of this Contract, or as such law may be amended from time to time.
20. **Civil Rights Laws, Equal Opportunity Employment and Nondiscrimination**: 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 the race, color, religion, sex, disability, marital status, or national origin. The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act contained in Neb.Rev.Stat. §§ 48-1101 to 48-1125, and breach of this provision shall be regarded as a material breach of contract.
21. **Contract Closeouts**: Upon Contract termination for any reason, the Contractor shall, within 45 days, unless stated otherwise herein:



**State of Nebraska Workers' Compensation Court  
Request for Proposal for Contractual Services**

- a. Transfer all completed or partially completed deliverables to the NWCC;
- b. Transfer ownership and title to all completed or partially completed deliverables to the NWCC;
- c. Return information and data to the NWCC in a mutually acceptable format and manner, unless the Contractor is otherwise 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.
- d. Cooperate with any successor Contractor, person, or entity, in the assumption of any or all of the obligations of this contract.
- e. Cooperate with any successor Contractor, person, or entity with the transfer of information or data related to this Contract.
- f. Return or vacate any real or personal property owned by NWCC.