

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
80191 04

| | |
|--|------------------------|
| PAGE 1 of 2 | ORDER DATE 02/03/22 |
| BUSINESS UNIT 65110003 | BUYER VACANT (AS) |
| VENDOR NUMBER: 1851359 | |
| VENDOR ADDRESS: AON RISK SERVICES, INC OF WASHINGTON DC 1120 20TH ST NW STE 600 WASHINGTON DC 20036-3406 | |

THE CONTRACT PERIOD IS:

JANUARY 01, 2018 THROUGH DECEMBER 31, 2022

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5582 Z1

Contract to supply and deliver Insurance Broker Services to the State of Nebraska as per the attached specifications for the period January 1, 2018 through December 31, 2022. The contract may be renewed for two (2) additional two (2) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Harold Kavan
Phone: 515-306-4426
E-Mail: Harold.kavan@aon.com

(12/27/17 sc)

AMENDMENT ONE (1) AS ATTACHED. (2/3/22 sc)

| Line | Description | Quantity | Unit of Measure | Unit Price | Extended Price |
|------|--|----------|-----------------|-------------|----------------|
| 1 | INSURANCE BROKER SVCS INITIAL PERIOD YEAR 1 | 4.0000 | Q | 55,000.0000 | 220,000.00 |
| 2 | INSURANCE BROKER SVCS INITIAL PERIOD YEAR 2 | 4.0000 | Q | 55,000.0000 | 220,000.00 |
| 3 | INSURANCE BROKER SVCS INITIAL PERIOD YEAR 3 | 4.0000 | Q | 55,000.0000 | 220,000.00 |
| 4 | INSURANCE BROKER SVCS INITIAL PERIOD YEAR 4 | 4.0000 | Q | 55,000.0000 | 220,000.00 |
| 5 | INSURANCE BROKER SVCS | 4.0000 | Q | 55,000.0000 | 220,000.00 |

DocuSigned by:
Annette Walton 2/11/2022 DS
PK
2358B0EE0E87446... BUYER

DocuSigned by:
Amara Block 2/14/2022
MATERIAL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

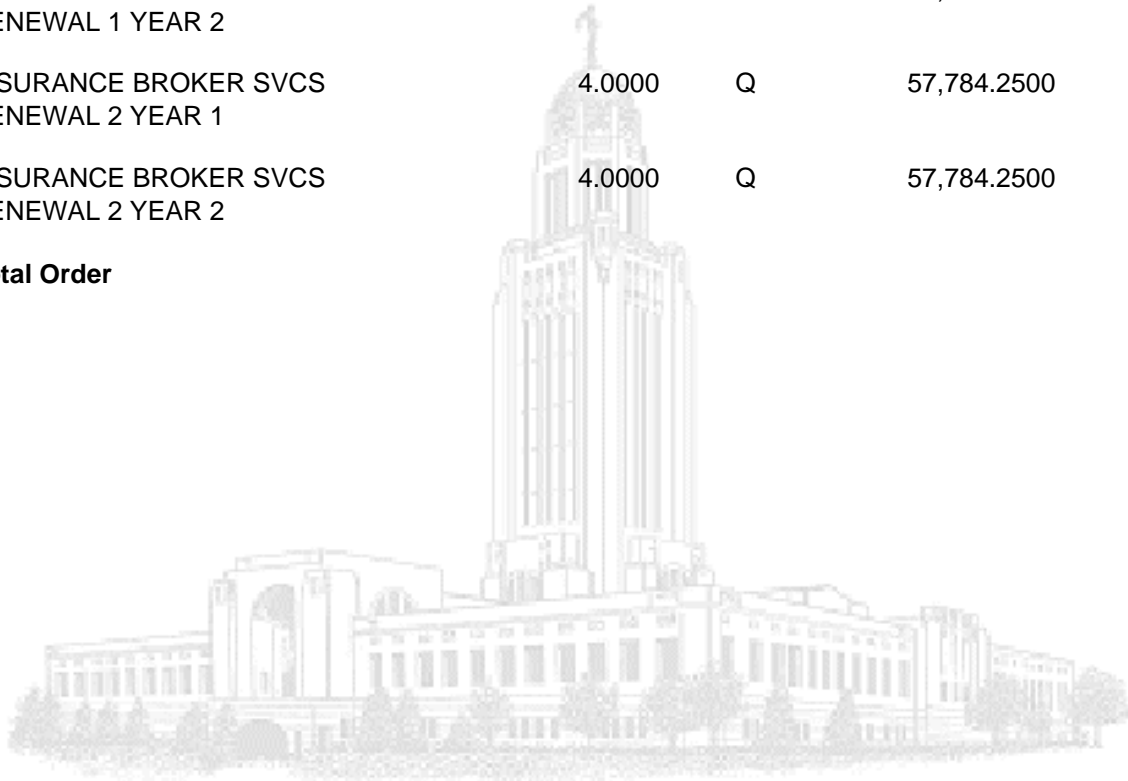
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| PAGE 2 of 2 | ORDER DATE 02/03/22 |
| BUSINESS UNIT 65110003 | BUYER VACANT (AS) |
| VENDOR NUMBER: 1851359 | |

| Line | Description | Quantity | Unit of Measure | Unit Price | Extended Price |
|--------------------|---|----------|-----------------|-------------|---------------------|
| | INITIAL PERIOD YEAR 5 | | | | |
| 6 | INSURANCE BROKER SVCS RENEWAL 1 YEAR 1 | 4.0000 | Q | 56,375.0000 | 225,500.00 |
| 7 | INSURANCE BROKER SVCS RENEWAL 1 YEAR 2 | 4.0000 | Q | 56,375.0000 | 225,500.00 |
| 8 | INSURANCE BROKER SVCS RENEWAL 2 YEAR 1 | 4.0000 | Q | 57,784.2500 | 231,137.00 |
| 9 | INSURANCE BROKER SVCS RENEWAL 2 YEAR 2 | 4.0000 | Q | 57,784.2500 | 231,137.00 |
| Total Order | | | | | 2,013,274.00 |



DS

 BUYER INITIALS

AMENDMENT ONE
Contract 80191 O4
Broker Services for the State of Nebraska
Between
The State of Nebraska and AON Risk Services, Inc.

This Amendment (the "Amendment") is made by the State of Nebraska and AON Risk Services, Inc., (the "Contractor") parties to Contract 80191 O4 (the "Contract") and upon mutual agreement and other valuable consideration, the parties agree to and hereby amend the contract upon execution as follows:

Effective upon execution by both parties, the following provision shall be removed in their entirety and replaced with the following:

1. Contractor Contact Information:

Vendor Name: Harold Kavan
Phone: 515-306-4426
E-Mail: Harold.kavan@aon.com

This Amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Contract or any earlier amendment, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

Contractor: AON Risk Services, Inc

By: DocuSigned by:
Amara Block
4CFF2711162A4A2...

By: DocuSigned by:
Harold Kavan
0253C65A577B4E1...

Name: Amara Block

Name: Harold Kavan

Title: Interim Materiel Administrator

Title: Acct Exec

Date: 2/14/2022

Date: 2/11/2022

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
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Lincoln, Nebraska 68508

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CONTRACT NUMBER
80191 04

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| PAGE 1 of 2 | ORDER DATE 12/27/17 |
| BUSINESS UNIT 65110003 | BUYER MICHELLE THOMPSON (AS) |
| VENDOR NUMBER: 1851359 | |
| VENDOR ADDRESS: AON RISK SERVICES, INC OF WASHINGTON DC 1120 20TH ST NW STE 600 WASHINGTON DC 20036-3406 | |

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

JANUARY 01, 2018 THROUGH DECEMBER 31, 2022

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5582 Z1

Contract to supply and deliver Insurance Broker Services to the State of Nebraska as per the attached specifications for the period January 1, 2018 through December 31, 2022. The contract may be renewed for two (2) additional two (2) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Jean Cofield
Phone: 202-429-8557
Cell: 202-341-9815
Fax: 312-381-6747
E-Mail: Jean.cofield@aon.com

(12/27/17 sc)

| Line | Description | Quantity | Unit of Measure | Unit Price | Extended Price |
|------|--|----------|-----------------|-------------|----------------|
| 1 | INSURANCE BROKER SVCS INITIAL PERIOD YEAR 1 | 4.0000 | Q | 55,000.0000 | 220,000.00 |
| 2 | INSURANCE BROKER SVCS INITIAL PERIOD YEAR 2 | 4.0000 | Q | 55,000.0000 | 220,000.00 |
| 3 | INSURANCE BROKER SVCS INITIAL PERIOD YEAR 3 | 4.0000 | Q | 55,000.0000 | 220,000.00 |
| 4 | INSURANCE BROKER SVCS INITIAL PERIOD YEAR 4 | 4.0000 | Q | 55,000.0000 | 220,000.00 |
| 5 | INSURANCE BROKER SVCS INITIAL PERIOD YEAR 5 | 4.0000 | Q | 55,000.0000 | 220,000.00 |
| 6 | INSURANCE BROKER SVCS RENEWAL 1 YEAR 1 | 4.0000 | Q | 56,375.0000 | 225,500.00 |

12/28/17
PK
Michelle Thompson 12.28.17
BUYER
Douglas Wilken 28DEC17
MATERIEL ADMINISTRATOR
12-28-17
10

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| BUSINESS UNIT 65110003 | | BUYER MICHELLE THOMPSON (AS) | |
| VENDOR NUMBER: 1851359 | | | |

CONTRACT NUMBER
80191 04

| Line | Description | Quantity | Unit of Measure | Unit Price | Extended Price |
|--------------------|---|----------|-----------------|-------------|---------------------|
| 7 | INSURANCE BROKER SVCS RENEWAL 1 YEAR 2 | 4.0000 | Q | 56,375.0000 | 225,500.00 |
| 8 | INSURANCE BROKER SVCS RENEWAL 2 YEAR 1 | 4.0000 | Q | 57,784.2500 | 231,137.00 |
| 9 | INSURANCE BROKER SVCS RENEWAL 2 YEAR 2 | 4.0000 | Q | 57,784.2500 | 231,137.00 |
| Total Order | | | | | 2,013,274.00 |



MT 12.28.17

BUYER INITIALS

**ADDENDUM ONE to Contract Award
Terms and Conditions
Contract 80191 O4 Insurance Broker Services
Between**

The State of Nebraska and Aon Risk Services, Inc. of Washington, DC

The following clauses, Addendum One of Contract 80191 O4 have been reviewed and agreed upon between Aon Risk Services, Inc. of Washington, DC "Contractor" and the State of Nebraska "State". This addendum will become part of the contract for Insurance Broker Services. The clauses of this Addendum shall supersede, prevail and govern in the case of any inconsistencies with the clauses indicated in Sections II - IV of the Request for Proposal.

By signing this Addendum the Contractor guarantees compliance with the provisions stated herein, agrees to the clauses and certifies Contractor maintains a drug free work place environment.

II. TERMS AND CONDITIONS

A. GENERAL

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

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP)
5. Award;
6. The executed Contract and any Addenda (including Contractor's proposal and properly submitted documents); and,
7. Amendments to the Contract

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP 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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

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

C. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a

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

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

D. BEGINNING OF WORK

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

E. CHANGE ORDERS

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. 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. Notwithstanding the foregoing, the State shall inform contractor in the event that the State's operations change substantially by merger, acquisition, expansion or if there are other material changes in scope and nature of exposures or losses. In such case, or if there is a substantial midterm change to the Programs, Contractor and the State will negotiate in good faith to revise this Contract as appropriate.

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.

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

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.

G. BREACH

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract

does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

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

H. NON-WAIVER OF BREACH

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

I. 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.

J. INDEMNIFICATION

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 reasonable attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage

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

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

K. ATTORNEY'S FEES

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 order by the court, including reasonable attorney's fees and costs, if the other party prevails.

L. PERFORMANCE BOND

The Contractor will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the bond must be \$75,000.00. The bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

M. ASSIGNMENT, SALE, OR MERGER

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.

N. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

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.

O. FORCE MAJEURE

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 be granted 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.

P. CONFIDENTIALITY

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

breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

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

Q. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar 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.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

R. CONTRACT CLOSEOUT

Upon termination or expiration of the contract 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, however, Contract may mark deliverables as confidential and the deliverables shall be maintained in accordance with Section II, Clause P;
3. Return to the State or, with the State's permission, destroy (which destruction shall include, without limitation, the process of expunging, to industry standard, all such Confidential Information from any computer, hard drive, word processor, server, backup tape, or other electronic device containing such Confidential Information) all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor contractor, person or entity with the transfer of information or data

related to this contract;

6. Return or vacate any State owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner, or certify to the State destruction of such information and data as agreed.

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

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

Contractor shall insure that the terms and conditions contained in any contract with a sub-contractor 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

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>

The completed United States Attestation Form should be submitted with the RFP response.

2. 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.
3. 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 services to be covered by any contract resulting from this RFP.

D. COOPERATION WITH OTHER CONTRACTORS

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

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

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 the State's relationship with the Contractor under this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract, however, Contractor may mark deliverables as confidential and the deliverables shall be maintained in accordance with Section II, Clause P. Contractor shall identify and explain why any deliverable should not be relied upon due to the possibility misinterpretation or misuse. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

G. INSURANCE REQUIREMENTS

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

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

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within two (2) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and two (2) years following termination or expiration of the contract.

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND BUSINESS AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Business 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 Business 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 | \$300,000 each occurrence |
| Contractual | Included |
| <i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher</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 |
| BUSINESS AUTOMOBILE LIABILITY | |
| Bodily Injury/Property Damage | \$1,000,000 combined single limit |
| Include All Owned, Hired & Non-Owned Automobile liability | Included |
| Motor Carrier Act Endorsement | Where Applicable |
| UMBRELLA/EXCESS LIABILITY | |
| Over Primary Insurance | \$5,000,000 per occurrence |
| PROFESSIONAL LIABILITY | |
| All Other Professional Liability (Errors & Omissions) | \$2,000,000 occurrence \$4,000,000 aggregate |
| COMMERCIAL CRIME | |
| Crime/Employee Dishonesty Including 3rd Party Fidelity | \$3,000,000 |
| MANDATORY COI SUBROGATION WAIVER LANGUAGE | |
| "Workers' Compensation policy shall include a waiver of subrogation in favor of the State of | |
| MANDATORY COI LIABILITY WAIVER LANGUAGE | |
| "Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as Additional Insured." | |

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. EVIDENCE OF COVERAGE

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer.

Send To:

Administrative Services
 Risk Management
 1526 K Street, Suite 220
 Lincoln, NE 68508

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 Risk Management 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

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

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

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

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

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

J. STATE PROPERTY

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

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

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 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. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

N. DISASTER RECOVERY/BACK UP PLAN

The Contractor shall have a disaster recovery and back-up plan, of which representatives of the State may review during any onsite visit, and contractor will provide a summary of their plan which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

O. DRUG POLICY

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State. Payments may be paid in quarterly installments.

B. TAXES

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

The State will pay for surplus lines, and related excise fees and related taxes and fees when permitted by law, if the State elects such coverage. Contractor will advise the State of such costs prior to the State purchasing such coverage.

C. INVOICES

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall be submitted to Department of Administrative Services, Risk Management Division, Attn: Shereece Dendy-Sanders, 1526 K Street, Suite 220, Lincoln, NE 68508. 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. PAYMENT

State 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 State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). 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 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.

E. LATE PAYMENT

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).

F. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

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

G. RIGHT TO AUDIT (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 (Information) to enable the State to audit the contract. 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.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

This Addendum and any attachments hereto will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Contract or any earlier Addendum, the terms of this Addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Nebraska

By: Douglas Wilken

Name: DOUGLAS WILKEN

Title: Material Administrator

Date: 28 DEC 17

Contractor: Aon Risk Services, Inc. of Washington, DC

By: [Signature]

Name: CARLEEN C PATTERSON

Title: VICE PRESIDENT

Date: 12/26/17

Exhibit A
To the Contract Between
The State of Nebraska and Aon Risk Services ("Contractor")

The State Responsibilities

Contractor will deliver the Included Services based upon the information that the State and its representatives provide. The State is responsible for the accuracy and completeness of the information and Contractor accepts no responsibility arising from the State's failure to provide such information to Contractor. Contractor must receive promptly the information to deliver the Included Services as well as the State's prompt updates to any information where there has been a material change which may affect the scope or delivery of the Included Services, such as a change in the nature of the risk, insured entities, property values and persons or entities to be covered.

To the extent that any portion of Contractor's compensation, by operation of law, agreement or otherwise, becomes adjusted or credited to the State, it is the State's responsibility to disclose the actual net cost of the brokerage and insurance costs the State have incurred to third party(ies) having an interest in such amounts.

Claim Notification to Insurers

Unless Contractor has a specific signed agreement with the State to the contrary, it is the State's responsibility to take such steps as are necessary to notify directly those insurers whose policies may apply to any circumstances, occurrences, claims, suits, demands and losses in accordance with the terms and conditions of the State's policies. Contractor assumes no duty or responsibility with respect to such notifications or monitoring the State's obligation to place insurers on notice unless undertaken in a separate written agreement. The State may send copies of such notices to members of Contractor staff for informational purposes only, but the receipt of such notice by Contractor shall not create additional duties or obligations owed by Contractor to the State nor constitute notice to the State's insurers.

Contract and Lease Review; General Advice

In instances where Contractor provides summaries of contractual requirements or provisions, or any suggested additional or alternative wordings to any contract or lease at the State's request, such language should be reviewed by the State before the State take action based upon Contractor's statements. Contractor does not and cannot provide legal advice as to whether the State's insurance program covers legal obligations contained in the State's contracts or leases. All descriptions of the insurance coverages are subject to the terms, conditions, exclusions and other provisions of the policies or any applicable regulations, rating rules or plans. Furthermore, it is understood that none of the services provided by Contractor are of a legal nature and Contractor shall not give legal opinions or provide legal advice or representations.

Aon Risk Services, Inc. of Washington, D. C. and State of Nebraska-Department of Administrative Services

The State shall inform Contractor in the event that the State's operations change substantially by merger, acquisition, expansion or if there are other material changes in scope and nature of exposures or losses. In such case, or if there is a substantial midterm change to the Programs, Contractor and the State will negotiate in good faith to revise this Contract as appropriate.

Exhibit A-1: Scope of Services

- a. Contractor will, through Contractor's affiliate, Aon Property Risk Consulting, Inc. (APRC), provide Rapid Response Loss Mitigation Services ("Rapid Response"). The fee for Rapid Response is \$12,500 (US) and is included in the Service Fee. The Rapid Response territorial scope is US (and domestic surrounding Territories, including Bermuda, Caribbean and Puerto Rico) or global. Rapid Response services will consist of forty (40) hours of comprehensive loss mitigation consulting services, consisting of:
- A mini assessment for one of the following, at the State's selection: Seismic, Wind (including hurricane), Flood, or Manmade.
 - Pre-loss on-boarding meeting between the State and APRC to understand emergency response plan;
 - Facilitate contact between the State and the property insurer(s);
 - Advise the State on requirements for payment of a claim;
 - Direct APRC to visit the loss location within 48-72 hours of notification of the claim ("Response Time"), provided that access to the loss location is permitted. Should access be restricted to the loss location within the Response Time by law, health officials and/or any other reason beyond APRC's control, including a determination by APRC in its sole discretion that the loss location is unsafe, APRC reserves the right to direct its representative(s) to visit the loss location as soon as proper authorization is granted and APRC in its sole discretion deems the location to be safe for its representative(s);
 - Establish and manage emergency procedures to preserve and protect damaged and undamaged property;
 - Secure digital photographs of the loss scene and property damage;
 - Review and analyze the applicable insurance policy(ies) and prepare a detailed coverage matrix applicable to the claim; and
 - Provide access to the State to Aon's proprietary global mapping platform, ImpactOnDemand.
- b. Provide claims services as follows:
- Document insurers' claims services specifications (for marketing and annual carrier service planning purposes).
 - Advocate the State's interests with its insurers as respects claims.
 - Assist the State in settlement discussions with the insurer.
 - Work with the State and/ or the State's claims counsel, as required.

The total number of hours related to Contractor's claims services described above shall not exceed 20 hours per year. If claims service hours are expected to exceed this amount, Contractor will discuss a broadened scope of service and additional compensation with the State.

- c. Provide risk control services as follows:
- Establish and oversee insurer loss prevention servicing specifications (for marketing and annual carrier service planning purposes).
 - Establish and oversee insurers' loss control plans.

The total number of hours related to Contractor's risk consulting services described above shall not exceed 20 hours. If risk control services hours are expected to exceed this amount, Contractor will discuss a broadened scope of service and additional compensation with the State.

Property Risk Control Services will include the following:

- The assigned Loss Control Consultant's primary responsibility is to serve as an advisor to the State's Risk Management Department. Support and coaching will be provided when the Risk Manager is dealing with internal stakeholders (facilities, finance and administration) as well as external partners (property insurance, jurisdictional inspectors, etc.). He can serve as a liaison, filter and negotiator to insure that mutual interest and risk objectives are aligned where possible.

Exhibit A-2: Contractor U.S. Business Terms

Intermediaries

Contractor encourages its retail brokers to approach markets directly (without an intermediary) wherever possible. However, where Contractor believes it is in the State's best interest, Contractor may recommend the use of intermediaries, including but not limited to co-brokers, sub-brokers, managing general agents/managing general underwriters, wholesale brokers, or reinsurance brokers (collectively, "Intermediary") to assist in the procurement and servicing of the State's insurance. Contractor prefers, wherever possible, to use the services of an Contractor-affiliated Intermediary and Contractor shall not be responsible for a non-Contractor affiliated Intermediary's actual or alleged acts, errors, or omissions or those of its officers, directors or employees. Any and all compensation earned by an Intermediary in connection with the Programs shall be in addition to the compensation paid to Contractor and shall not be credited against the Fee. Contractor shall obtain the State's permission to use Intermediaries.

Collection and Use of the State Information

Contractor gathers data containing information about the State and the State's insurance placements, as well as information about the insurance companies that provide coverage to the State or compete for the State's insurance placements. In addition to the information provided by the State, Contractor may collect information from commercially available sources. Such information may include name, address, email address and demographic data.

This information may be shared among Contractor affiliated businesses, as well as with third-party service providers acting on Contractor's behalf. In addition to being used to provide services to the State, the information may be used for business administration, business reporting or statistical analysis. Contractor takes appropriate measures to protect the privacy and confidentiality of Contractor's customers as well as to comply with applicable laws and regulations. Contractor may use or disclose information about Contractor's customers if Contractor are required to do so by law, Contractor policy, pursuant to legal process or in response to a request from law enforcement authorities or other government officials.

Due to the global nature of services provided by Contractor, the personal information the State provides may be transmitted, used, stored and otherwise processed outside of the country where the State submitted that information.

Premium Remittance

Premiums paid by the State to Contractor for remittance to insurers and the State premium refunds paid to Contractor by insurance companies for remittance to the State are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or the State. Subject to such laws and the applicable insurance company's consent, where required, Contractor will retain the interest or investment income earned while such funds are on deposit in such accounts.

Insurance Proposals and Summaries

Contractor's insurance documents containing proposals to bind coverage, summaries of coverages, and certificates of insurance placed are furnished as a matter of information for the State's convenience. These documents summarize proposed and placed policies and are not intended to reflect all the terms, conditions and exclusions of such policies. Moreover, the information contained in these documents reflects proposed or placed coverage as of the effective dates of the proposed policies or the date of the summaries and does not include subsequent changes. These documents are not themselves insurance policies and do not amend, alter or extend the coverages afforded by the proposed or placed policies. The insurance afforded by the proposed or placed policies is subject to all the terms, conditions and exclusions contained in such policies as they are issued by the insurers.

Insurer Solvency

While Contractor only engages insurers who meet certain requirements as established by Contractor from time to time, Contractor make no representation, guarantee or warranty as to the solvency or ability of any insurer to pay any amounts for insurance claims or otherwise.

Foreign Account Tax Compliance Act (FATCA)

FATCA applies to any insurance placements containing U.S.-sourced risk. The State acknowledges that Contractor is required to act as a withholding agent on any FATCA eligible premium payments when Contractor US or its licensed affiliates are responsible for the remittance of premium payments to insurers, and in such instances, Contractor will be responsible for gathering and validating appropriate FATCA form(s) from carriers and intermediaries involved in FATCA eligible premium payments. Contractor will not act as withholding agent on premium remitted by the State to any other party, including premiums paid directly to insurers or intermediaries.

If the State directs use of a carrier or intermediary that is unable or unwilling to provide FATCA forms to Contractor in instances where Contractor is to remit premium to that carrier or intermediary, the State will be responsible for paying any additional sums so that the mandated FATCA withholdings can be made while concurrently fulfilling the State's obligation to remit the full premium amounts necessary to effect coverage. Contractor will not be responsible for issues arising from Contractor withholding 30% of premium payments in connection with its FATCA obligations.

The State will be responsible for all aspects of FATCA compliance for premium payments made to entities other than Contractor, including payments made directly to (re)insurance carriers or intermediaries.

Contractor provides Contractor's US W-9 form(s) to the State via Aon.com as directed to the State on invoices. The State agrees with and accepts delivery of such form(s) via Aon.com. The State agrees to work with Contractor to provide information required to meet FATCA obligations.

Contractor will notify the State of any FATCA withholdings associated with any policy prior to the policy being bound. The State will only be liable for such FATCA withholdings, if the State chose to bind a policy with FATCA fees associated with it.

Pricing

Contractor does not and cannot guarantee the availability or price of insurance for the State's risks and is not responsible for fluctuation in the premiums charged by insurers. Contractor will rely on the State to review and approve any calculation or estimation of premium and Contractor is not responsible for any loss occasioned as a result of Contractor's calculation or estimation of premium and statutory charges that may apply to the State's insurance.

Mutual Limited Waiver of Liability

Neither party to this Contract shall be liable to the other for any indirect, incidental, special, consequential, exemplary, punitive or reliance damages (including, without limitation, lost or anticipated revenues, lost business opportunities or lost sales or profits, whether or not either party has been advised of the likelihood of such damages) or for any attorney's fees unless court ordered (whether incurred in a dispute or an action against the other, or as alleged damages that any party incurred in any insurance coverage dispute, or otherwise) arising out of services provided by Contractor or its affiliates.

Standard Terms and Conditions

Contractor assumes no responsibility for the adequacy or effectiveness of programs or coverages that Contractor did not implement or place.

Any loss control services, summaries and/or surveys performed by Contractor are advisory in nature and are for the sole purpose of assisting the State in its development of its risk control and safety procedures. Such services and/ or surveys are limited in scope and do not constitute a safety inspection nor verify that the State is in compliance with federal, state and local laws, statutes, ordinances, recommendations, regulations, consensus codes or other standards.

For public information purposes only; not part of contract.

**Request for Proposal Number 5582 Z1
Contract Number 80191 O4
Proposal Opening: May 31, 2017**

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

Aon Risk Services, Inc of Washington, DC

1. Executive Summary
2. Request For Proposal Form
3. Corporate Overview, a. Bidder Identification and Information
4. Corporate Overview, b. Financial Statements
5. Corporate Overview, c. Change of Ownership
6. Corporate Overview, d. Office Location
7. Corporate Overview, e. Relationships with the State
8. Corporate Overview, f. Bidder's Employee Relations to State
9. Corporate Overview, g. Contract Performance
10. Corporate Overview, h. Summary of Bidder's Corporate Experience
11. Corporate Overview, i. Summary of Bidder's Proposed Personnel/Management Approach
12. Corporate Overview, j. Subcontractors
13. Technical Approach, a. Understanding of the project requirements
14. Technical Approach, b. Proposed development approach
15. Technical Approach, c. Technical considerations
16. Technical Approach, d. Detailed project work plan
17. Technical Approach, e. Deliverables and due dates
18. Exhibit 8 – Sample Renewal Proposal
19. Exhibit 9 – Sample Renewal Strategy
20. Exhibit 10 – Sample Schedule of Insurance
21. Exhibit 11 – Sample Stewardship Report

Insurance Broker Services

State of Nebraska

Solicitation Number: RFP 5582 Z1

May 31, 2017

Technical Proposal

Original

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| d. Detailed project work plan; and | 105 |
| e. Deliverables and due dates | 107 |
| Appendix | 110 |
| Exhibit 1 – Terms & Conditions | |
| Exhibit 2 – Form A – Bidder Contact Sheet | |
| Exhibit 3 – Addendum One | |
| Exhibit 4 – Certificate of Insurance | |
| Exhibit 5 – Service Team Resumes | |
| Exhibit 6 – Sample Client Promise Plan | |
| Exhibit 7 – Sample Program Diagnostic | |
| Exhibit 8 – Sample Renewal Proposal | |
| Exhibit 9 – Sample Renewal Strategy | |
| Exhibit 10 – Sample Schedule of Insurance | |
| Exhibit 11 – Sample Stewardship Report | |
| Exhibit 12 – Sample Wastewater Pollution Control Report | |
| Exhibit 13 – Sample Waste Collection and Recycling Report | |
| Exhibit 14 – Sample Wastewater Planning and Monitoring Report | |
| Exhibit 15 -- Attachment 2--Optional Services | |

Proprietary Information

Executive Summary

2 Pages

Proprietary Information
Request For Proposal
Form

1 Page

BIDDER SIGNATURE PAGE

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 Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing (see Section II through IV) and certifies that bidder maintains a drug free work place.

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

____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

____ 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.

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

| | |
|-------------------------------|--|
| FIRM: | Aon Risk Services, Inc. of Washington, DC |
| COMPLETE ADDRESS: | 1120 20th Street, NW, Suite 600, Washington, DC 20036 |
| TELEPHONE NUMBER: | 202-429-8557 |
| FAX NUMBER: | 312-381-6747 |
| DATE: | May 26, 2017 |
| SIGNATURE: |  |
| TYPED NAME & TITLE OF SIGNER: | Jean Coffeld, Account Executive |

Proprietary Information

Corporate Overview

a. Bidder Identification
and Information

2 Pages

Proprietary Information

Corporate Overview

b. Financial Statements

5 Pages

Proprietary Information

Corporate Overview

c. Change of Ownership

1 Page

Proprietary Information

Corporate Overview

d. Office Location

1 Page

Proprietary Information
Corporate Overview
e. Relationships with
the State

1 Page

Proprietary Information

Corporate Overview

f. Bidder's Employee

Relations to State

1 Page

Proprietary Information

Corporate Overview

g. Contract

Performance

1 Page

Proprietary Information

Corporate Overview

h. Summary of Bidder's

Corporate Experience

45 Pages

Proprietary Information

Corporate Overview

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

2 Pages

Proprietary Information

Corporate Overview

j. Subcontractors

4 Pages

Proprietary Information

Technical Approach

a. Understanding of

the project

requirements

29 Pages

Proprietary Information

Technical Approach

b. Proposed

development approach

5 Pages

Proprietary Information

Technical Approach

c. Technical
considerations

1 Page

Proprietary Information

Technical Approach

d. Detailed project
work plan

2 Pages

Proprietary Information

Technical Approach

e. Deliverables and due
dates

3 Pages

Appendix

II. TERMS AND CONDITIONS

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

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

If a conflict or ambiguity arises after the addendums have been negotiated and agreed to, the addendums 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 RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| JC | | | |

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

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP)
5. Award;
6. The executed Contract and any Addenda (including Contractor's proposal and properly submitted documents) ; and,
7. Amendments to the Contract

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP 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 RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| JC | | | |

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

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

C. GOVERNING LAW (Statutory)

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

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

D. BEGINNING OF WORK

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| JC | | | |

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

E. CHANGE ORDERS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|---------------------------------|
| | | Reject in part JC | See recommended added language. |

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. 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. Notwithstanding the foregoing, the State shall inform contractor in the event that the State's operations change substantially by merger, acquisition, expansion or if there are other material changes in scope and nature of exposures or losses. In such case, or if there is a substantial midterm change to the Programs, Contractor and the State will negotiate in good faith to revise this Contract as appropriate.

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.

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| JC | | | |

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.

G. BREACH

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| JC | | | |

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

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

H. NON-WAIVER OF BREACH

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| Jc | | | |

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

I. SEVERABILITY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| Jc | | | |

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.

J. INDEMNIFICATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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| | | Reject in part Jc | To assure both Parties err on the side of caution it is recommended that each Party seeks to keep attorney's fees within reason. We request the State consider adding suggested language below highlighted as Item 6. |

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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 reasonable attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

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

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole

cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

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

4. SELF-INSURANCE

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

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

6. Limitation of Liability

Contractor's liability to the State, in total, for the duration of our business relationship for any and all damages, not otherwise waived under this Contract, including costs, expenses and attorneys' fees incurred in any underlying action by the State that may be or are characterized as "compensatory or other damages", whether based on contract, tort (including negligence), or otherwise, in connection with or related to Contractor's services (including a failure to provide a service) or any other service that Contractor provide shall be limited to a total aggregate amount of US \$TBD, ("Liability Limitation"), to the fullest extent permitted by law.

This Liability Limitation shall apply to the State and extend to the State's parent(s), affiliates, subsidiaries, and their respective directors, officers, employees and agents (hereinafter, each a "the State Group Member" and together, "the State Group") wherever located that seek to assert claims against Contractor, and its parent(s), affiliates, subsidiaries and their respective directors, officers, employees and agents (each an "Aon Group Member" and together, "Aon Group"). Nothing in this Liability Limitation section implies that any Aon Group Member owes or accepts any duty or responsibility to any the State Group Member.

If the State or any the State Group Member asserts any claims or makes any demands against Contractor or any Aon Group Member for a total amount in excess of this Liability Limitation, then the State agrees to indemnify Contractor for any and all liabilities, costs, damages and expenses, including attorneys' fees, incurred by Contractor or any Aon Group Member that exceeds this Liability Limitation.

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K. ATTORNEY'S FEES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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| | | Reject in part JC | To assure both Parties err on the side of caution it is strongly recommended that each Party seeks to keep attorney's fees within reason. |

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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 order by the court, including reasonable attorney's fees and costs, if the other party prevails.

L. PERFORMANCE BOND

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|---|
| | | See Notes JC | Given this is a professional services contract and we have been providing services for over 10 years, we request Clause L be deleted. |

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The Contractor will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the bond must be \$75,000.00. The bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

M. ASSIGNMENT, SALE, OR MERGER

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| JC | | | |

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.

N. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| JC | | | |

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.

O. FORCE MAJEURE

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| JC | | | |

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 be granted 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.

P. CONFIDENTIALITY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| JC | | | |

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

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (j)(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.

Q. EARLY TERMINATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| JC | | | |

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar 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.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available

R. CONTRACT CLOSEOUT

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|--|
| | | Reject in part JK | <p><u>R.1 and R.2</u> The submission to the insurance market is likely to be the "deliverable" that is partially completed. The submission document contains the methodology by which an insurance broker analyzes the client's data, approaches the marketing process, and structures the insurance placement. The submission is unique to the broker and considered confidential and proprietary to the insurance broker because brokers are not able to obtain copies of the submissions of other brokers and underwriters refrain from giving broker submissions to other brokers. Further, any reliance on the submission could result in an allegation of an error and omission against the broker if used by a competitor incorrectly.</p> <p><u>R.3</u> Given the terms of the Contract, it may be impractical to return all of the information received from the State. Therefore, the option to destroy and the extent of the destruction added as an alternative.</p> |

Upon termination or expiration of the contract 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 specifically commissions for to the State;
3. Return to the State or destroy (which destruction shall include, without limitation, the process of expunging, to the extent reasonably practicable, all such Confidential Information from any computer, hard drive, word processor, server, backup tape, or other electronic device containing such Confidential Information) all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor/contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state-State owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner, or certify to the State destruction of such information and data.

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

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III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| JC | | | |

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

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

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

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

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

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

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

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

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| JC | | | |

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>.
The completed United States Attestation Form should be submitted with the RFP response.
2. 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.
3. 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 services to be covered by any contract resulting from this RFP.

D. COOPERATION WITH OTHER CONTRACTORS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| JC | | | |

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

E. PERMITS, REGULATIONS, LAWS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| JC | | | |

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

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|--|
| | | JC | Rejected in part Any reliance on the information or data developed by Contractor specifically for the State could be used or interpreted incorrectly by an unintended user and result in an allegation of an error and omission against the broker. |

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 the State's relationship with the Contractor under this contract.

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

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G. INSURANCE REQUIREMENTS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|--|
| | | JC | Rejected in part "Commercial Automobile Liability" was changed to "Business Automobile Liability" because the latter is the correct name of the insurance held by the Contractor. |

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.

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In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within two (2) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and two (2) years following termination or expiration of the contract.

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

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

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractor's 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-BUSINESS~~ AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and ~~Commercial-Business~~ 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 Business~~ 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 | \$300,000 each occurrence |
| Contractual | Included |
| <i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i> | |
| WORKER'S COMPENSATION | |
| Employers Liability Limits | \$500K/\$500K/\$500K |
| Statutory Limits- All States | Statutory - State of Nebraska |
| USL&H Endorsement | Statutory |
| Voluntary Compensation | Statutory |
| COMMERCIAL AUTOMOBILE LIABILITY | |
| Bodily Injury/Property Damage | \$1,000,000 combined single limit |
| Include All Owned, Hired & Non-Owned Automobile liability | Included |
| Motor Carrier Act Endorsement | Where Applicable |
| UMBRELLA/EXCESS LIABILITY | |
| Over Primary Insurance | \$5,000,000 per occurrence |
| PROFESSIONAL LIABILITY | |
| All Other Professional Liability (Errors & Omissions) | \$2,000,000 occurrence \$4,000,000 aggregate |
| COMMERCIAL CRIME | |
| Crime/Employee Dishonesty Including 3rd Party Fidelity | \$3,000,000 |
| 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 be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as Additional Insured." | |

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. EVIDENCE OF COVERAGE

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer.

Send To:

Administrative Services
Risk Management
1526 K Street, Suite 220
Lincoln, NE 68508

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 Risk Management 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 RFP Response (Initial) | NOTES/COMMENTS: |
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| JC | | | |

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 RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|---|
| | | Reject in part JC | Contractor's hiring personnel may not be cognizant of the terms set forth below. Further, Contractor's Corporate Policies for all new hires requires that such new hires adhere to any non-competition terms of their former employers and rejects the use and/or disclosure of any confidential or proprietary information of their former employer. |

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

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

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

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project. The foregoing notwithstanding, hiring Party will not be prohibited from hiring directors, officers or employees of the other Party who either: (a) terminated their relationship with the other Party prior to engaging in any discussion with the hiring Party concerning potential employment opportunities; or (b) contacted the hiring Party of their own initiative or responded to generalized employment searches by the hiring Party not specifically directed at the directors, officers or employees of the State.

J. STATE PROPERTY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| JC | | | |

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 RFP Response (Initial) | NOTES/COMMENTS: |
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| JC | | | |

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 RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| JC | | | |

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 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. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

N. DISASTER RECOVERY/BACK UP PLAN

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| JC | | | |

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 services as specified under the specifications in the contract in the event of a disaster.

O. DRUG POLICY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| JC | | | |

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| JC | | | |

Payments shall not be made until contractual deliverable(s) are received and accepted by the State. Payments may be paid in quarterly installments.

B. TAXES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|---|
| | | Reject in part JC | <u>Some insurance policies may require the payment of surplus lines and/or other taxes, which are deemed the cost of the insurance. The added language addresses when such taxes may apply.</u> |

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The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor. Notwithstanding the foregoing, insurance may not be available in the admitted marketplace for the terms and conditions specified by the State. In such event, Contractor's insurance proposal may include one or more insurers not licensed to transact insurance in the states of exposure and such coverage may be placed as surplus lines coverage pursuant to applicable insurance laws governing the placement of insurance with non-admitted insurers. Persons and entities insured by surplus lines insurers cannot avail themselves of the protection and recovery afforded by the state insurance guaranty funds in the event the surplus lines insurer should become insolvent. The states do not audit the finances or review the solvency of surplus lines insurers.

In some instances, these insurance placements made by Contractor or its affiliates on the State's behalf may require the payment of state surplus lines, excise or other taxes and/or fees in addition to the premium itself. Contractor will endeavor to identify any such tax and/or fee in advance, but in all instances the payment of these taxes and/or fees will remain the responsibility of the State. Contractor will invoice the State for the payment of such taxes and fees where it is Contractor's responsibility to do so.

C. INVOICES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| JC | | | |

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall be submitted to Department of Administrative Services, Risk Management Division, Attn: Shereece Dendy, 1526 K Street, Suite 220, Lincoln, NE 68508. 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. PAYMENT

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| JC | | | |

State 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 State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). 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 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.

E. LATE PAYMENT

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| JC | | | |

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).

F. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| JC | | | |

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is

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

G. RIGHT TO AUDIT (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 (Information) to enable the State to audit the contract no more frequently than once annually. 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.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

WE REQUEST THE STATE OF NEBRASKA CONSIDER INCORPORATING THE FOLLOWING LANGUAGE INTO THE FINAL CONTRACT:

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**Exhibit A
to the Contact Between
Aon Risk Services, Inc. of Washington, D. C. and State of Nebraska-Department of Administrative Services**

This Exhibit A is to confirm our agreement effective [] (the "Effective Date") between Aon Risk Services Inc. of Washington, D.C. ("Contractor", "Contractor" or "Contractor" or "Contractor's") and State of Nebraska-Department of Administrative Services ("the State").

Services and Service Period

The terms of this Exhibit A shall begin on the Effective Date and end on [] (the "Service Period"). During the Service Period Contractor shall provide to the State the Included Services as set forth in Exhibit A-1 for the Programs specified, subject to the Contractor U.S. Business Terms set forth in Exhibit A-2.

Compensation

For the Fee Based Programs listed in Exhibit A-1, Section 1(A), Contractor will deliver the Included Services to the State for an annual fee of \$ [] (the "Fee"), payable to Contractor prior to the commencement of the Service Period. To the extent permitted by law, Contractor will credit any retail commission received on Fee Based Programs listed in Exhibit A-1, Section 1(A) against the Fee up to the full amount of the Fee received by Contractor.

Required language if commission programs are included: For the Commission Based Programs listed in Exhibit A-1, Section 1(B), Contractor will earn and retain all commissions paid to Contractor by the insurers.

In addition to retail commissions, Contractor may receive additional forms of compensation from insurers and third parties including but not limited to: contingencies, overrides, bonus commissions, national additional commissions, subscription market brokerage charges, referral fees and/or administrative expense reimbursements. This revenue is in addition to and shall not be credited against the Fee or any other compensation earned hereunder. Additional information is available upon request.

Unless otherwise terminated, the Fee shall renew annually with a [insert 3 to 5%] increase in the Fee.

Contractor performs administrative functions related to the procurement of coverage, including, but not limited to, electronic policy filing and storage, expiration tracking, client data management, and administration. Where legally permitted to do so, Contractor charges a \$300 policy administrative charge per policy placed. This administrative charge is in addition to Fee agreed to and paid to Contractor by the State and/or any commissions paid to Contractor by insurers, and these administrative charges appear separately on the invoices Contractor issue.

The State shall inform Contractor in the event that the State's operations change substantially by merger, acquisition, expansion or if there are other material changes in scope and nature of exposures or losses. In such case, or if there is a substantial midterm change to the Programs, Contractor and the State will negotiate in good faith to revise this Contract as appropriate.

In the event the State terminate this Contract, Contractor's Fee is earned based on the following schedule: 60% at commencement of the Service Period; 75% after four months and 100% after seven months of the Effective Date. the State agree all commissions payable to Contractor for the Programs listed in Exhibit A are fully earned at inception of the policy.

Additional Terms and Conditions

This Contract is subject to the Contractor U.S. Business Terms set forth in Exhibit A-2. This Contract and its exhibits may not be changed or modified nor any provision waived without the prior written consent of the parties.

If any provision of this Contract or its exhibits or amendments is held to be in violation of any applicable law, statute, regulation, or judicial or administrative order, such provision shall be deemed to be amended to conform to such applicable law, statute, regulation or judicial or administrative order, to the maximum extent permitted by law, and where not so permitted by law, such offending provision shall be deemed to be of no force and effect.

Aon Risk Services , Inc. of Washington, D.C.

By: _____ Date: _____
[Name]
Resident Managing Director

Accepted and Agreed:

State of Nebraska – Department of Administrative Services

By: _____ Date: _____
[Name of the State signatory]
Title

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Exhibit A-1: Scope of Services

1. Programs

Contractor will act as the State's insurance broker and risk advisor to the extent of the Included Services herein for the following Programs:

(A) Fee Based Programs

[List programs]

[Optional] (B) Commission Based Programs

[List Programs]

2. Included Services

For the Programs identified in Section 1 that are placed on the State's behalf by Contractor, Contractor will provide the following services:

- a. Assist the State in identifying the State's risk exposures.
- b. Assist the State in developing insurance programs for the State's risk exposures.
- c. Assist the State in gathering and preparing underwriting information and assist in the completion of insurance applications.
- d. Assist the State in identifying insurers and developing a renewal strategy. Solicit quotes from insurers in accordance with the State's Instructions.
- e. Deliver the underwriting information and negotiate with insurers on the State's behalf.
- f. Assist the State with evaluating quotations received from insurers and in providing Contractor's analysis and recommendations on the quotations.
- g. Place insurance coverage on behalf of the State according to the State's written instructions. Unless otherwise agreed in writing, the Fee compensates Contractor for a single placement broking process for each of the Fee Based Programs during the Service Period. If a mid-term remarketing of a program is desired by the State (e.g., due to an acquisition), appropriate additional compensation will be negotiated.
- h. Deliver binders or other independent binding documentation, as applicable prior to coverage inception or as soon as practicable after receipt from insurers.
- i. Work with the insurers to deliver policies and endorsements to the State as soon as practicable after receipt from insurers.
- j. Perform administrative functions related the procurement of coverage, including, but not limited to, electronic policy filing and storage, expiration tracking, client data management and administration, and invoice processing.
- k. Review policies for conformity with negotiated pricing, coverages, terms and conditions.
- l. Follow up with insurers on discrepancies and to obtain policy correcting endorsements as needed.
- m. Promptly respond to the State's coverage and policy inquiries.
- n. Produce ACORD insurance certificates and other evidence of coverage in accordance with applicable law and as required by the State.
- o. Provide a schedule of insurance for the policies placed on the State's behalf.
- p. Review results of premium audits and other policy adjustments, if any, with the State that are issued by the insurer(s) during the Service Period.
- q. Deliver premium invoices to the State unless otherwise delivered directly to the State by the insurers. Remit the State premiums to the appropriate insurers following receipt of said premiums from the State.

r. Contractor will, through Contractor's affiliate, Aon Property Risk Consulting, Inc. (APRC), provide Rapid Response Loss Mitigation Services ("Rapid Response"). The fee for Rapid Response is \$12,500 (US) or \$27,500 (Global) and is in addition to the Fee on page one. The Rapid Response territorial scope is US (and domestic surrounding Territories, including Bermuda, Caribbean and Puerto Rico) or global. Rapid Response services will consist of forty (40) hours of comprehensive loss mitigation consulting services, consisting of:

- A mini assessment for one of the following, at the State's selection: Seismic, Wind (including hurricane), Flood, or Manmade.
- Pre-loss on-boarding meeting between the State and APRC to understand emergency response plan;
- Facilitate contact between the State and the property insurer(s);
- Advise the State on requirements for payment of a claim;
- Direct APRC to visit the loss location within 48-72 hours of notification of the claim ("Response Time"), provided that access to the loss location is permitted. Should access be restricted to the loss location within the Response Time by law, health officials and/or any other reason beyond APRC's control, including a determination by APRC in its sole discretion that the loss location is unsafe, APRC reserves the right to direct its representative(s) to visit the loss location as soon as proper authorization is granted and APRC in its sole discretion deems the location to be safe for its representative(s);
- Establish and manage emergency procedures to preserve and protect damaged and undamaged property;
- Secure digital photographs of the loss scene and property damage;
- Review and analyze the applicable insurance policy(ies) and prepare a detailed coverage matrix applicable to the claim; and
- Provide access to the State to Aon's proprietary global mapping platform, ImpactOnDemand.

s. Provide claims services as follows:

- Document insurers' claims services specifications (for marketing and annual carrier service planning purposes).
- Advocate the State's interests with its insurers as respects claims.
- Assist the State in settlement discussions with the insurer.
- Work with the State and/ or the State's claims counsel, as required.

The total number of hours related to Contractor's claims services described above shall not exceed 20 hours. If claims service hours are expected to exceed this amount, Contractor will discuss a broadened scope of service and additional compensation with the State.

t. Provide risk control services as follows:

- Establish and oversee insurer loss prevention servicing specifications (for marketing and annual carrier service planning purposes).
- Establish and oversee insurers' loss control plans.

The total number of hours related to Contractor's risk consulting services described above shall not exceed 20 hours. If risk control services hours are expected to exceed this amount, Contractor will discuss a broadened scope of service and additional compensation with the State.

u. [Aon Global Risk Consulting (AGRC) will provide services as described in the AGRC Service Plan dated ____.]

v. [The Aon Global the State Network (AGCN) will provide services as described in the AGCN Scope of Services document dated ____.]

3. Additional Available Services

Contractor offers numerous other services of value to many clients. Such services are available for additional compensation to Contractor. Should the State desire such additional services, Contractor will confirm Contractor's mutual agreement via an addendum to this Contract or by separate agreement. Such additional available services include:

- a. Actuarial and similar analytical services.
- b. Specialized claims consulting such as Accelerated Claims Closure.

- c. Specialized risk control services such as ergonomic consulting.
- d. One time placements or other additional programs not listed in Exhibit A, Section 1.
- e. Enterprise Risk Management.
- f. Mergers and Acquisition services.
- g. Catastrophe property risk modeling such as Maximum Foreseeable Loss (MFL) estimation.
- h. Alternative risk financing solutions such as captive insurance company and loss portfolio transfer consulting.
- i. Premium financing.
- j. Human capital risk and consulting services such as health and benefits plan design and financing.
- k. Risk management outsourcing.
- l. Business continuity planning.
- m. Supply chain risk assessment.

Exhibit A-2: Contractor U.S. Business Terms

The State Responsibilities

Contractor will deliver the Included Services based upon the information that the State and its representatives provide. The State is responsible for the accuracy and completeness of the information and Contractor accepts no responsibility arising from the State's failure to provide such information to Contractor. Contractor must receive promptly the information to deliver the Included Services as well as the State's prompt updates to any information where there has been a material change which may affect the scope or delivery of the Included Services, such as a change in the nature of the risk, insured entities, property values and persons or entities to be covered.

To the extent that any portion of Contractor's compensation, by operation of law, agreement or otherwise, becomes adjusted or credited to the State, it is the State's responsibility to disclose the actual net cost of the brokerage and insurance costs the State have incurred to third party(ies) having an interest in such amounts.

Claim Notification to Insurers

Unless Contractor has a specific signed agreement with the State to the contrary, it is the State's responsibility to take such steps as are necessary to notify directly those insurers whose policies may apply to any circumstances, occurrences, claims, suits, demands and losses in accordance with the terms and conditions of the State's policies. Contractor assumes no duty or responsibility with respect to such notifications or monitoring the State's obligation to place insurers on notice unless undertaken in a separate written agreement. The State may send copies of such notices to members of Contractor staff for informational purposes only, but the receipt of such notice by Contractor shall not create additional duties or obligations owed by Contractor to the State nor constitute notice to the State's insurers.

Contract and Lease Review; General Advice

In instances where Contractor provides summaries of contractual requirements or provisions, or any suggested additional or alternative wordings to any contract or lease at the State's request, such language must be reviewed by the State's legal advisor before the State take action based upon Contractor's statements. Contractor does not and cannot provide legal advice as to whether the State's insurance program covers legal obligations contained in the State's contracts or leases. All descriptions of the insurance coverages are subject to the terms, conditions, exclusions and other provisions of the policies or any applicable regulations, rating rules or plans. Furthermore, it is understood that none of the services provided by Contractor are of a legal nature and Contractor shall not give legal opinions or provide legal advice or representations.

Intermediaries

Contractor encourages its retail brokers to approach markets directly (without an intermediary) wherever possible. However, where Contractor believes it is in the State's best interest, Contractor may recommend the use of intermediaries, including but not limited to co-brokers, sub-brokers, managing general agents/managing general underwriters, wholesale brokers, or reinsurance brokers (collectively, "Intermediary") to assist in the procurement and servicing of the State's insurance. Contractor prefers, wherever possible, to use the services of an Contractor-affiliated Intermediary and Contractor shall not be responsible for a non-Contractor affiliated Intermediary's actual or alleged acts, errors, or omissions or those of its officers, directors or employees. Any and all compensation earned by an Intermediary in connection with the Programs shall be in addition to the compensation paid to Contractor and shall not be credited against the Fee.

Collection and Use of the State Information

Contractor gathers data containing information about the State and the State's insurance placements, as well as information about the insurance companies that provide coverage to the State or compete for the State's insurance placements. In addition to the information provided by the State, Contractor may collect information from commercially available sources. Such information may include name, address, email address and demographic data.

This information may be shared among Contractor affiliated businesses, as well as with third-party service providers acting on Contractor's behalf. In addition to being used to provide services to Contractor's customers, the information may be used for business administration, business reporting, statistical analysis, marketing of Contractor products or services and providing consulting or other services to insurance companies for which Contractor or its affiliates may receive remuneration. Contractor takes appropriate measures to protect the privacy and confidentiality of Contractor's customers as well as to comply with applicable laws and regulations. Contractor may use or disclose information about Contractor's customers if Contractor are required to do so by law, Contractor policy, pursuant to legal process or in response to a request from law enforcement authorities or other government officials.

Due to the global nature of services provided by Contractor, the personal information the State provides may be transmitted, used, stored and otherwise processed outside of the country where the State submitted that information.

Use of Logos

Unless otherwise instructed by the State, Contractor will use the State's logo, pictures, and other publicly available information to effectively market the State's Programs to the insurance markets.

Premium Remittance

Premiums paid by the State to Contractor for remittance to insurers and the State premium refunds paid to Contractor by insurance companies for remittance to the State are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or the State. Subject to such laws and the applicable insurance company's consent, where required, Contractor will retain the interest or investment income earned while such funds are on deposit in such accounts.

Jury Waiver

Each party agrees to waive its right to a trial by jury in any lawsuit or other legal proceeding against the other party and/or its parent(s), affiliates, or subsidiaries, in connection with, arising out of or relating to this Contract or any services provided to the State by Contractor or its affiliates. In any such action or legal proceeding, neither party shall name, as a defendant any individual employee, officer or director of the other party or its parent(s), affiliates or subsidiaries.

Insurance Proposals and Summaries

Contractor's insurance documents containing proposals to bind coverage, summaries of coverages, and certificates of insurance placed are furnished as a matter of information for the State's convenience. These documents summarize proposed and placed policies and are not intended to reflect all the terms, conditions and exclusions of such policies. Moreover, the information contained in these documents reflects proposed or placed coverage as of the effective dates of the proposed policies or the date of the summaries and does not include subsequent changes. These documents are not themselves insurance policies and do not amend, alter or extend the coverages afforded by the proposed or placed policies. The insurance afforded by the proposed or placed policies is subject to all the terms, conditions and exclusions contained in such policies as they are issued by the insurers.

Insurer Solvency

While Contractor only engages insurers who meet certain requirements as established by Contractor from time to time, Contractor make no representation, guarantee or warranty as to the solvency or ability of any insurer to pay any amounts for insurance claims or otherwise.

Foreign Account Tax Compliance Act (FATCA)

FATCA applies to any insurance placements containing U.S.-sourced risk. The State acknowledges that Contractor is required to act as a withholding agent on any FATCA eligible premium payments when Contractor US or its licensed affiliates are responsible for the remittance of premium payments to insurers, and in such instances, Contractor will

be responsible for gathering and validating appropriate FATCA form(s) from carriers and intermediaries involved in FATCA eligible premium payments. Contractor will not act as withholding agent on premium remitted by the State to any other party, including premiums paid directly to insurers or intermediaries.

If the State directs use of a carrier or intermediary that is unable or unwilling to provide FATCA forms to Contractor in instances where Contractor is to remit premium to that carrier or intermediary, the State will be responsible for paying any additional sums so that the mandated FATCA withholdings can be made while concurrently fulfilling the State's obligation to remit the full premium amounts necessary to effect coverage. Contractor will not be responsible for issues arising from Contractor withholding 30% of premium payments in connection with its FATCA obligations.

the State will be responsible for all aspects of FATCA compliance for premium payments made to entities other than Contractor, including payments made directly to (re)insurance carriers or intermediaries.

Contractor provides Contractor's US W-9 form(s) to the State via Aon.com as directed to the State on invoices. The State agrees with and accepts delivery of such form(s) via Aon.com. the State agrees to work with Contractor to provide information required to meet FATCA obligations.

Pricing

Contractor does not and cannot guarantee the availability or price of insurance for the State's risks and is not responsible for fluctuation in the premiums charged by insurers. Contractor will rely on the State to review and approve any calculation or estimation of premium and Contractor is not responsible for any loss occasioned as a result of Contractor's calculation or estimation of premium and statutory charges that may apply to the State's insurance.

Mutual Limited Waiver of Liability

Neither party to this Contract shall be liable to the other for any indirect, incidental, special, consequential, exemplary, punitive or reliance damages (including, without limitation, lost or anticipated revenues, lost business opportunities or lost sales or profits, whether or not either party has been advised of the likelihood of such damages) or for any attorney's fees (whether incurred in a dispute or an action against the other, or as alleged damages that any party incurred in any insurance coverage dispute, or otherwise) arising out of services provided by Contractor or its affiliates.

Standard Terms and Conditions

Contractor assumes no responsibility for the adequacy or effectiveness of programs or coverages that Contractor did not implement or place.

Any loss control services, summaries and/or surveys performed by Contractor are advisory in nature and are for the sole purpose of assisting the State in its development of its risk control and safety procedures. Such services and/or surveys are limited in scope and do not constitute a safety inspection nor verify that the State is in compliance with federal, state and local laws, statutes, ordinances, recommendations, regulations, consensus codes or other standards.

Form A
Bidder Contact Sheet
Request for Proposal Number 5582 Z1

Form A should be completed and submitted with each response to this RFP. 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: | Jean Cofield |
| Bidder Address: | Aon Risk Services, Inc. of Washington, DC 1120 20 th Street, NW, Suite 600 Washington, DC 20036 |
| Contact Person & Title: | Jean Cofield, Account Executive |
| E-mail Address: | Jean.cofield@aon.com |
| Telephone Number (Office): | 202-429-8557 |
| Telephone Number (Cellular): | 202-341-9815 |
| Fax Number: | 312-381-6747 |

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: | Jean Cofield |
| Bidder Address: | Aon Risk Services, Inc. of Washington, DC 1120 20 th Street, NW, Suite 600 Washington, DC 20036 |
| Contact Person & Title: | Jean Cofield, Account Executive |
| E-mail Address: | Jean.cofield@aon.com |
| Telephone Number (Office): | 202-429-8557 |
| Telephone Number (Cellular): | 202-341-9815 |
| Fax Number: | 312-381-6747 |

ADDENDUM ONE, QUESTIONS and ANSWERS

Date: May 12, 2017

To: All Bidders

From: Michelle Thompson/Teresa Fleming, Buyers
AS Materiel State Purchasing

RE: Addendum for Request for Proposal Number RFP Number 5582 Z1
to be opened Wednesday, May 31, 2017 at 2:00 p.m. Central Time

Questions and Answers

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

| <u>Question Number</u> | <u>RFP Section Reference</u> | <u>RFP Page Number</u> | <u>Question</u> | <u>State Response</u> |
|------------------------|------------------------------|------------------------|--|--|
| 1. | | | <p>We are evaluating your call for proposals from employee benefits brokers and consultants.</p> <p>We are a brokerage firm that specializes exclusively in group Long Term Care insurance as an employee benefit. At this time, are you interested in evaluating [REDACTED] as part of the benefits you offer to employees? If so, we would be happy to complete the RFI you recently shared.</p> <p>We welcome the opportunity to demonstrate our expertise in the [REDACTED] market, our proprietary technology that provides a favorable experience for HR and employees, and share case studies of other clients with whom we successfully partner with to administer this benefit.</p> | <p>Long term care insurance for State of Nebraska employees is not within the scope of RFP 5582 Z1, Insurance Broker Services.</p> |

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|--|---------------|
| PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA | CONTACT NAME: PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105 | | |
| | E-MAIL ADDRESS: | | |
| INSURED Aon Corporation and its Subsidiaries (See Subsidiary Information Below) 200 E. Randolph Chicago IL 60601 USA | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Continental Casualty Company | | 20443 |
| | INSURER B: American Casualty Co. of Reading PA | | 20427 |
| | INSURER C: Transportation Insurance Co. | | 20494 |
| | INSURER D: National Union Fire Ins Co of Pittsburgh | | 19445 |
| | INSURER E: | | |
| INSURER F: | | | |

COVERAGES **CERTIFICATE NUMBER: 570066529294** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|-------------|---|-----------|----------|---|--|--|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | GL4014103835 | 06/01/2016 | 06/01/2017 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | BUA 4014103656 | 06/01/2016 | 06/01/2017 | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| D | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION | | | 19086947 SIR applies per policy terms & conditions | 06/01/2016 | 06/01/2017 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 |
| C B B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N N | N/A N/A | WC4014100157 06/01/2016 06/01/2017 | 06/01/2017 06/01/2017 06/01/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L EACH ACCIDENT \$1,000,000 E.L DISEASE-EA EMPLOYEE \$1,000,000 E.L DISEASE-POLICY LIMIT \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Aon Risk Services, Inc. of Washington DC, 1120 20th Street, NW, Suite 600, Washington, DC 20036. The State of Nebraska is included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the workers' Compensation policy. Evidence of coverage for RFP. The above terms are available upon execution of a written contract between Aon Risk Services Inc. of Washington DC and The State of Nebraska.

| | |
|---|---|
| CERTIFICATE HOLDER State of Nebraska Attn: Sherrece Dendy, Esq. 1526 "K" Street, Suite 220 PO Box 94847 Lincoln NE 68509-4847 USA | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central Inc.</i> |
|---|---|



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|--|------------------------------------|---------------|
| PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA | CONTACT NAME: _____ | | |
| | PHONE (A/C No. Ext): (866) 283-7122 | FAX (A/C No.): 800-363-0105 | |
| | E-MAIL ADDRESS: _____ | | |
| INSURED Aon Corporation (See Subsidiary Information Below) 200 E. Randolph Chicago IL 60601 USA | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Illinois National Insurance Co | | 23817 |
| | INSURER B: | | |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |
| | | | |

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570066529438** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|--|-------------------------|-------------------------|--|
| 1 | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____ | | | | | | EACH OCCURRENCE _____ DAMAGE TO RENTED PREMISES (Fa occurrence) _____ MED EXP (Any one person) _____ PERSONAL & ADV INJURY _____ GENERAL AGGREGATE _____ PRODUCTS - COMP/OP AGG _____ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) _____ BODILY INJURY (Per person) _____ BODILY INJURY (Per accident) _____ PROPERTY DAMAGE (Per accident) _____ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION _____ | | | | | | EACH OCCURRENCE _____ AGGREGATE _____ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT _____ E.L. DISEASE-EA EMPLOYEE _____ E.L. DISEASE-POLICY LIMIT _____ |
| A | E&O-PL-Primary | | | 039331049 Errors & Omissions SIR applies per policy terms & conditions | 03/01/2015 | 03/01/2019 | Each Claim Aggregate \$4,000,000 \$4,000,000 |

Certificate No : 570066529438

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Aon Risk Services, Inc. of Washington DC, 1120 20th Street, NW, Suite 600, Washington, DC 20036.

| | |
|---|---|
| CERTIFICATE HOLDER The State of Nebraska Attn: Shereece Dendy, Esq. 1526 "K" Street, suite 220 PO Box 94847 Lincoln NE 68509-4847 USA | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. _____ AUTHORIZED REPRESENTATIVE <div style="text-align: center; font-family: cursive; font-size: large;"> Aon Risk Services Central, Inc. </div> |
|---|---|



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
05/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

| | | |
|--|---|--|
| PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA | CONTACT NAME PHONE (A/C No. Ext) (866) 283-7122 FAX (A/C No.) 800-363-0105 | |
| | E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 10224227 | |
| INSURED Aon Corporation (See Subsidiary Information Below) 200 E. Randolph Chicago IL 60601 USA | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: | National Union Fire Ins Co of Pittsburgh |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570066529632 **REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Aon Risk Services, Inc. of Washington DC, 1120 20th Street, NW, Suite 600, Washington, DC 20036.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INBR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | COVERED PROPERTY | LIMITS |
|----------|--|------------------------------------|------------------------------------|-------------------------------------|---|-------------|
| | <input type="checkbox"/> PROPERTY <input type="checkbox"/> CAUSES OF LOSS <input type="checkbox"/> DEDUCTIBLES <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> WIND <input type="checkbox"/> FLOOD | | | | <input type="checkbox"/> BUILDING <input type="checkbox"/> PERSONAL PROPERTY <input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> EXTRA EXPENSE <input type="checkbox"/> RENTAL VALUE <input type="checkbox"/> BLANKET BUILDING <input type="checkbox"/> BLANKET PERS PROP <input type="checkbox"/> BLANKET BLDG & PP | |
| | <input type="checkbox"/> INLAND MARINE <input type="checkbox"/> CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS | TYPE OF POLICY POLICY NUMBER | | | | |
| A | <input checked="" type="checkbox"/> CRIME TYPE OF POLICY Crime - Primary | 019705032 Fidelity Bond (crime) | 05/15/2017 | 05/15/2018 | <input checked="" type="checkbox"/> Aggregate Limit | \$3,000,000 |
| | <input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN | | | | | |

CERTIFICATE NUMBER: 570066529632

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|---|--|
| CERTIFICATE HOLDER The State of Nebraska Attn: Shereece Dendy, Esq. 1526 "k" Street, Suite 220 PO Box 94847 Lincoln NE 68509-4847 USA | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|--|

Sophie Bailey

Broker

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Responsibilities

Following her graduation from the University of Nottingham with a BA Hons degree in European Politics, Sophie joined Aon's graduate scheme in September 2013 where she completed various rotational placements within the Employee Benefits team, before joining the Crisis Management division in December 2014.

Sophie Bailey is now a Broker in the North American Terrorism team in London, where she is responsible for the structuring and placement of war and terrorism programs for predominantly North American and Canadian domiciled clients.

Areas of Expertise

Terrorism and Political Violence Insurance solutions for US clients.

Portfolio / Client Experience

Experience of broking terrorism insurance for the retail, hospitality and entertainment sectors in the US as well as Fortune 100 companies.

References

While Sophie does not work directly with clients she can confirm she currently works on the following accounts:

- The State of Tennessee
- The Commonwealth of Virginia
- The Metropolitan Washington Airport Authority

Education

Sophie earned a BA Hons degree from The University of Nottingham in European Politics.

Drew D. Bambrick

Accident and Sickness Broker

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drew.bambrick@aon.com



Responsibilities

Drew is an Assistant Vice President in the Special Risk Practice.

Experience

Drew has 7 years of Accident & Health insurance experience with a concentration on Global Business Travel Accident / Medical for multinational corporations.

Drew joined Aon in 2013 as a member of the Special Risk Practice where he focuses on all facets of the design, negotiation, implementation and specialized consultative services of this unique product line.

Drew brings extensive experience working with large multinational corporations with employee populations in highly regulated markets. Drew has experience working with a variety of clients with industry specific exposures and requirements including Financial Services, Consulting, Energy, Defense, Airline, Education, Pharmaceuticals, Aerospace, Manufacturing, Media and others.

Prior to joining Special Risk, Drew managed the Multinational Business Travel Accident team responsible for underwriting and implementing Global Business Travel programs at AIG.

Client Experience

- Business Travel Accident
- Business Travel Medical
- Multinational Corporations
- High Risk Travel Exposures
- Third Party Travel Assistance Providers
- Regional Benefit Criteria
- Crisis Response Services
- Security Risk Management

References

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Director of Business Affairs
Seton Hall University
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Keith Welsh
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Treasurer
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Education

Drew received a Bachelor of Science degree in Business at the University of Mary Washington, VA. He maintains a NY resident broker's license and nonresident licenses in 49 states.

David Bartko

Sr. Consultant, AGRC Casualty Risk Consulting

8200 Tower Suite 1100
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Responsibilities

David is a Sr. Consultant within our Aon Global Risk Consulting (AGRC) Casualty Risk Consulting group. David supports clients in the manufacturing, healthcare, retail, broadcasting and public entity sectors by using Aon's Client Promise™ platform to discover, develop, deliver and review client-driven solutions. These solutions can range from compliance driven programs to safety committee development to the implementation of a safety management program and metrics. He is a service leader who effectively deploys the AGRC consulting network to ensure clients receive the best thought leadership, as well as maximum results and value.

Experience

Prior to joining Aon, David had 20 years' experience in building security and safety management in the high technology and semiconductor industries. His responsibilities included managing the safety, industrial hygiene, emergency response, and workers' compensation reporting and return-to-work programs.

Expertise

David is the AGRC Health Care Casualty Risk Consulting practice co-leader and a Certified Health Care Safety Professional (CHSP). David helps manage a US-based team of risk control, ergonomic and claims consultants with certification and experience in healthcare operational risks and injury prevention solutions.

Key health care consulting services include:

- Data Analysis/Interpretation - Aon's Laser/Casualty Analytics Tools
- Safety Management Framework Gap Analysis – Strategic Planning
- Safety Program Development
- OSHA Compliance/Joint Commission Integration
- Environment of Care/Safety Committee Development
- Safe Patient/Resident Handling and Mobility Programs
- Job Safety Analysis/Physical Demands Analysis

Key publications/presentations include:

- Developing a Safe Patient Handling program - A Case Study from Long Term Care. ASSE Health Beat Magazine, Vol 9; Number 1 January 2010.
- 2011 – ASSE PDC: Integrated Approach to Safety and Claims Management
- 2012 – ASSE PDC: Improving Initial Investigations
- 2014 – ASSE PDC: Impacting Behaviors: An Innovative Cost Allocation and Safety Improvement Process

Education

David has a B.A. from the University of St. Thomas; and an M.S. in Risk Control Management from the University of Wisconsin-Stout.

He holds the Certified Safety Professional (CSP) and Certified Healthcare Safety Professional (CHSP) designations.

He is a Professional Member of the American Society of Safety Engineers (ASSE) and a Healthcare Industry Group member.

References

Keith Davis: 510 Walnut Street | Suite 400 | Philadelphia, PA 19106; 610-551-3308

Tom Newberry: 3415 University Avenue, St. Paul, MN 55114; 651-642-4242

John Tanke: 1725 Roe Crest Drive, North Mankato, MN 56003; 507-386-5889

Blake Barczak

Broker - Fidelity Bonds/Crime

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Responsibilities

Blake is a Middle Market Senior Broker in the New York office of Aon's Financial Services Group (FSG). The FSG group designs and negotiates insurance programs for a wide variety of commercial and Nonprofit clients. Lines of insurance coverage include Directors and Officers Liability, Employment Practices Liability, Fiduciary Liability Public officials Liability, and Crime. In addition to other specialties Blake handles Management Liability, Crime etc., for numerous governmental entities.

Experience

Blake began his insurance brokerage career as Client Specialist at Aon in 2000, and has been a Middle Market Broker with the Financial Services Group since 2006. Prior to joining Aon, Blake was a Reinsurance Broker with American International Underwriters.

Expertise

- Metropolitan Washington Airport Authority
- Washington Convention Center
- South Florida Regional Transportation Authority
- Prince William County, Virginia
- Employment with Aon: 16 years.

Education

Blake received a BS degree in Business Economics from State University of New York, College of Oneonta, and an Associate of Applied Science, Business Administration degree from the State University of New York, Agricultural & Technological College at Canton.

- Chartered Property Casualty Underwriter
- Licensed property & casualty insurance broker in all 50 States

References

Mark LaChance, Vice President
Team leader
Aon Financial Services Group -
Private & Nonprofit Practice
Email: mark.lachance@aon.com
Phone: 1.212.441.1332

Jean Cofield – Property &
Casualty Broker
Aon Risk Solutions
Email: Jean.cofield@aon.com
Phone: 1.202.429.8557

Patrick Byrnes – Account
Executive Officer
Private & Nonprofit/Bond &
Specialty Insurance
The Travelers Companies, Inc.
Email: pbyrnes@travelers.com
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Blair Borden

Associate Broker

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Responsibilities

Blair is an Associate Broker for the Aviation Practice Group based in New York. She has several responsibilities including direct communication with clients and underwriting partners, program analysis and development, and day to day client servicing, as required.

She is tasked with assessing needs, designing solutions and negotiating with insurance carriers on behalf of Aon's clients with aviation exposures.

Experience

Blair has serviced a variety of clients in all aviation lines including public sector entities, aviation products liability, non-owned aircraft liability, corporate owned and operated fleets, airlines and airports.

Blair has serviced a variety of clients in all aviation lines including public sector entities, aviation products liability, non-owned aircraft liability, corporate owned and operated fleets, airlines and airports.

Expertise

Blair has two years of aviation insurance experience, along with four years of insurance education prior to working at Aon.

References

State of Tennessee
Jamie Fohl, Claims and Risk
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502 Deaderick Street, 15th Floor
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Phone -- 1.615.741.9972

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Christina M. Donnelly, CIC, CRM, CBCP
Associate Vice President, Risk
Management
United Therapeutics Corporation
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Silver, Spring, MD 20910
Phone: 1.240.821.1755

Education

Blair earned a Bachelors in Business Administration from University of Wisconsin-Madison while pursuing double majors in Actuarial Science and Risk Management and Insurance

Paul Braun

Managing Director

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Responsibilities

Paul has over thirty years' experience in developing and implementing claims handling practices in insurance companies and third party administrators for all lines of insurance – auto; liability; products medical malpractice; short and long term disability and workers' compensation. For the past 11 years; Paul has utilized his expertise consulting with Aon clients in all phases of claims and risk control services. Paul is skilled in developing and implementing legal management techniques; managed care programs; information systems; process redesign and quality assurance techniques. Paul's years of operations experience in managing a national claims department for both insurance company and TPA operations have allowed him to consult across all types of delivery systems.

Experience

Paul has recently held the position of Senior Claims Executive for a national workers' compensation insurance carrier. He has held senior management positions in both insurance companies and claim service organizations. His experience includes managing home office claims departments, staff counsel operations, nationwide claims locations, and medical management operations. He also served as the Senior Account Executive and Project Leader for private Fortune 500 companies, engaged in claims management and program reviews.

Expertise

As Director of Claims, Paul has extensive business experience, coupled with technical expertise in the fields of workers' compensation, non-occupational disability, automobile, property, and liability.

References

Shereece Dendy, Esq.
State Risk Manager
Risk Division - Department of
Administrative Services
1526 K Street, Suite 220, PO Box
94847, Lincoln, NE 68509-4847
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Wayne Wilson
Executive Director

California Insurance Guarantee
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Lori Gray
Risk Management Division Chief

Prince William County Risk
Management
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Phone: 703-792-6741
Lori_Gray@pwcgov.org

Education

Paul holds a degree in Business Administration from Dunwoody Institute.

He also has degrees from American Education Institute and Stanford Advanced Management College.

Kelly M. Bryant

Vice President / Sr. Account Executive/Broker
National Ports and Terminals Team

Virtual

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Responsibilities

Kelly is the Manager of the Marine Practice for Aon's Baltimore and Washington, DC offices. Kelly is also a member of the National Marine Team as Resource Expert for Ports and Terminals and Brown Water Marine Industry clients

Experience

Joining Aon in 1985, Kelly has spent her career focusing on the Maritime Industry.

Expertise

Aon's Marine Practice is responsible for the development, implementation and servicing of all marine programs ranging from Hull & Marine Liabilities for both blue and brown water to Property and Casualty programs for Ports and Terminals. The Baltimore/DC Marine Practice is the dominant broker in ports and terminals, brown water tug and barge operations.

Kelly and her team of marine brokers and claims specialists coordinate all aspects of marine programs from placement to claims administration and also act as a resource for Aon personnel and clients on marine matters.

References

Reference Name: Diamond State Port Corporation

Contact: Parul Shukla

Phone: +1.302.472.7806

Brief Description of Business

Relationship: Exclusive insurance brokerage (including property, auto and general liability, public officials, crime, fiduciary, environmental), and claims, risk control, and other risk management consulting services.

Reference Name: Dann Marine Towing

Contact: Christopher Dann

Phone: +1.410.885.5055

Brief Description of Business

Relationship: Exclusive insurance brokerage (hull, protection & indemnity, marine general liability, public officials, crime, fiduciary), and claims, risk control, and other risk management consulting services.

Reference Name: Express Marine, Inc.

Contact: Joseph Englisch

Phone: +1 856.541.4600

Brief Description of Business

Relationship: Exclusive insurance brokerage (including hull, protection & indemnity, property, auto and general liability, public officials, crime, fiduciary), and claims, risk control, and other risk management consulting services.

Education

Associate In Marine Insurance Management

Candidate; Associate

In Risk Management

Candidate; Chubb

Foundations School;

Insurance Institute of

America; IIA

Certificate in General

Insurance; Maryland

State Property &

Casualty License

Rory Chisholm

Broker, Counter Terrorism

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Experience

Following graduation from the University of Nottingham, Rory joined the Aon Graduate scheme and completed rotations in Business Analytics, North American Property and North American Terrorism.

Rory is now a broker in the US Terrorism team, conducting predominantly wholesale placements for US and Canadian domiciled clients into the London market. He works with the team to provide bespoke solutions that are both innovative and competitive for clients who face a rapidly evolving risk environment.

Areas of Expertise

Terrorism and Political Violence Insurance solutions for US clients.

Portfolio / Client Experience

Experience broking and handling a diverse portfolio of clients from multiple business sectors, including a range of Fortune 500 companies all with different and complex risk requirements.

References

While Rory does not work directly with clients he can confirm he currently works on the following accounts:

- The State of Tennessee
- The Commonwealth of Virginia
- The Metropolitan Washington Airport Authority

Education

Rory earned a Politics and American Studies degree from the University of Nottingham.

Jean Cofield

Account Management - Account Executive

1120 N 20th Street, Suite 600
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Mobile + 1.703.919.9306

jean.cofield@aon.com



Responsibilities

Jean has over 30 years of insurance industry experience. Her expertise is in the areas of public sector (including schools, special districts, governmental entities, higher education) and healthcare. She is a member of the Account Executive Practice of Aon's Washington D.C. office and is responsible for ensuring daily operations excellence in the management of client relationships. She works with her clients to understand their current and emerging risks, their impact on her clients and delivers relevant resources and solutions to her clients.

In addition to her role as an Account Executive, Jean is responsible for the marketing and renewal of the casualty lines of coverages (General Liability, Auto Liability, Law Enforcement Liability, Public Officials, Educators Legal, Medical Malpractice, Workers Compensation and Excess Liability) on behalf of Aon's public entity accounts. Ms. Cofield specializes in these lines of coverage and ensures the most competitive terms and conditions available in the marketplace are offered to her clients.

- Aon Risk Services, Inc. of Washington DC (1985-Present)
- Account Executive/Casualty Broker

Expertise

- City of Rockville, MD
- Montgomery County, Maryland
- Prince George's County, Maryland
- Prince William County, Virginia
- City of Alexandria, VA
- General Secretariat of the Organization of American States
- Prince William Self-Insurance Group
- Washington Convention and Sport Authority
- State of Maryland
- State of Nebraska
- State of Tennessee
- Virgin Islands Port Authority

Jean received a BS in Business/Management from the University of Phoenix. Jean is a Licensed Property & Casualty Agent in Maryland, Virginia & District of Columbia. Jean is a 2017 Power Broker finalist.



References

Reference Name: State of Tennessee

Contact: Rodney Escobar, Director of Risk Management

Phone: 1.615.945.1054

Brief Description of Business Relationship: Commercial Property, Terrorism, Excess Earthquake, Cyber Liability, Professional Liability, Aviation, Fine Arts Insurance and claims, risk control, and other risk management consulting services.

Reference Name: Prince William County, VA

Contact: Lori Gray, Risk Management Division Chief

Phone: 1.703.792.6754

Brief Description of Business Relationship: Excess Liability (Commercial General Liability, Commercial Automobile, Public Officials including Employment Practices Liability, Employee Benefits Liability, Medical Incident Liability, Law Enforcement Liability), Commercial Property Insurance, Public Official Bonds, Volunteer Accident Insurance, Commercial Crime, Fiduciary, Non-Owned Aviation, Watercraft and claims, risk control, and other risk management consulting services.

Reference Name: Montgomery County, MD

Contact: Kimberly Gay-Armour, Insurance Manager

Phone: 1.240.777.8904

Brief Description of Business Relationship: Excess Liability (Commercial General Liability, Commercial Automobile, Public Officials including Employment Practices Liability, Employee Benefits Liability, Law Enforcement Liability and Educators Legal Liability), Commercial Crime, Public Official Bonds, Cyber Liability, Fiduciary Liability, Fine Arts, Cargo/Inland Marine, Railroad Protective, and claims, risk control, and other risk management consulting services.

Brenda Craigmyle

Senior Actuarial Analyst, Actuarial & Analytics Practice

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Responsibilities

Brenda joined Aon Risk Consultants back in May 2003, acting as a Senior Actuarial Analyst. One of Brenda's primary responsibilities is to provide loss reserve and funding studies, primarily for self-insured public entities. In addition to this she also performs cost allocation plans; collects and organizes data for actuarial projects; and assists in proposal preparation.

Experience

Brenda's career started in 1993 when she joined Willis Corroon as an actuarial analyst. She then progressed through her career when she joined Milliman in 1998 where she acted as a senior actuarial analyst.

Expertise

Brenda's expertise revolve around the following:

- Loss Forecasting
- Reserve Analyses
- Cost Allocation Analyses
- Works extensively with workers compensation, general liability, auto liability and professional liability lines of insurance.

References

State of New Mexico

AJ Forte

PO Box 6850, Santa Fe, NM 87502

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County of Los Angeles

Alex Rossi

3333 Wilshire Blvd., Los Angeles CA 90010

1.213.738.2154

Cook County, Illinois

Tim Walsh

118 N. Clark St., Chicago, IL 60602

1.312.603.6852

Education

Brenda earned a Bachelor of Arts in Economics from the University of California at Irvine.

Mujtaba Dato, ACAS, MAAA, FCA

Title: Director and Actuary
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Responsibilities

Mujtaba is an Actuarial Practice Leader for the public entity practice providing actuarial studies to scores of counties, cities, school districts, risk pools and states.

Experience

AON Global Risk Consulting — 2002 to present. Actuarial Practice Leader providing actuarial consulting services within the insurance and risk management fields.

SCPIE Companies — 2001 to 2002. Associate Actuary. Responsibilities included medical malpractice ratemaking, assistance in preparation of annual statements and quarterly reserving, producing competitive market analysis in teamwork with underwriters, marketing and claims personnel. Prepared filings for insurance departments and data reporting to bureaus.

National Council on Compensation Insurance (NCCI) — 1987 to 2001. Managing Associate Actuary. Negotiated rate filings with insurance department in workers compensation filings in western states. Responsibilities included all aspects of workers compensation ratemaking and legislative pricing in statewide filings to determine rate adequacy and presentation of findings to insurance regulators and industry stakeholders in most western states.

Automobile Insurance Plans Services Office (AIPSO) — 1980 to 1987. Senior Actuarial Assistant. Performed ratemaking functions related to automobile assigned risk and corresponding statistical services.

Expertise

- Public Entity actuarial valuation in traditional coverages like workers compensation, general liability, auto liability, professional liability and property.
- Actuarial services include reserving, funding (pricing), cost allocation, financial benchmarking ratios (IRIS, RBC), experience rating, self-insurance feasibility studies.
- Frequent speaker to public sector conferences like AGRIP, PRIIMA, PARMA, CASBO and NLC.

References

State of New Mexico
AJ Forte
PO Box 6650,
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1.505.827.2000

State of West Virginia
Stephen Schumacher
1124 Smith St.,
Charleston, WV 25301
1.304.766.2646

State of Washington
Jason Siems
PO Box 46466,
Olympia, WA 98504
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Education

Mujtaba earned a BA from Columbia University.

Matthew S. Donohue

Vice President

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Responsibilities

Current responsibilities include direct communications between clients and underwriting partners including program analysis and development, market negotiations, placement, on site client and underwriting meetings and day to day servicing as required including contract reviews and claims management.

Matthew's role also includes preparation of renewal terms, preparing marketing strategy and policy review for clients of all sizes

Experience

Matthew has eleven years of insurance experience, nine of which are in the aviation insurance sector

Matthew has nine years of experience in the aviation insurance industry. He has serviced a variety of clients in all aviation lines including aircraft lessors, major/critical product manufacturers and service providers, corporate owned and operated fleets, non-owned aircraft liability, and airports

Expertise

He has served as team member on several major placements such as Aircastle Limited, Ametek Inc., Triumph Group Inc., Raytheon Company and Kaman Corporation.

References

State of Tennessee
Jamie Fohl, Claims and Risk
Management
Treasury Department
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Anastasia Hillel

Account Specialist, Aon Risk Solutions

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Responsibilities

Anastasia is a member Aon Risk Solutions in Aon's Washington D.C. office and is responsible for assisting Account Executives with delivering the highest level of client satisfaction. She works with clients to meet their daily needs as well as ensure their Risk Management goals are achieved. She joined Aon in 2015 and is pursuing commercial insurance industry knowledge through Aon's signature Launch Program in order to add value and deliver exceptional client services in the Property and Casualty group. Anastasia pursuing ARM professional designation.

Experience

Prior to joining Aon, Anastasia worked at BB&T Insurance services in the Property & Casualty group. She focused on policy review, claims handling, and risk control.

Expertise

Anastasia works on a variety of commercial and public sector accounts. She has experience with government contractors, technology companies, manufacturing companies, county governments, and state governments.

References

State of Tennessee
Jamie Fohl, Claims and Risk
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Treasury Department
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Direct Line – 615-741-9972

State of Nebraska
Shereece Dendy, State Risk Manager
Nebraska Dept. of Administrative
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1526 K Street, Suite 220
PO Box 94974
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Office – 402-471-4436

Southern States Cooperative
Lauren Morano, Risk Manager
6606 West Broad Street
PO Box 26234
Richmond, VA 23260
Office – 804-281-7717

Education

Anastasia received her degree in Business Administration with Concentrations in Management and Marketing from the University of Richmond.

Rebecca Hollis

Vice President, Senior Broker, Aon Entertainment Practice Group

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Responsibilities

Rebecca provides expertise in the design, implementation and marketing of Primary and Excess Casualty Insurance Programs for clients in the Entertainment Practice Group. Her responsibilities encompass marketing new and renewal business including pre-underwriting, market selection and placement, cash flow and accrual analysis.

During her time in the Practice, her direct client work has included Concert and Special Event Promoters, Publishing and Broadcast Media, Health and Fitness Clubs, Hotel and Resort Management Companies, Professional Sports Teams and Amateur Associations, Large Sport and Concert Venues, Casino and Track Gaming, Ski Resorts, and Amusement Parks. Ms. Hollis has also placed casualty excess programs for political conventions and events.

Experience

Rebecca has worked for Aon Corporation since 1991. Prior to joining the Entertainment Group in 2003, she served as a senior broker in Aon's Chicago and Atlanta offices specializing in the placement of casualty funding programs for Fortune 1,000 companies.

In addition to her marketing responsibilities, she was an Account Executive with a significant book of clients including heavy manufacturing, medical and consumer products. She has effectively applied her experience to a broad range of clients including serving as an outsourced Risk Manager.

Expertise

Entertainment Industry. She has also worked with standard markets for over 20 years. Her strong negotiation skills bring the best results for the client's needs including a combination of coverage, pricing and collateral, if applicable.

References

New York Football Giants
Christine Procops
Christine.procops@giants.
nfl.net

Primary and Excess
Casualty coverages

iHeart Media
Monica Olis
monicaolis@iheardmedia.
com

Primary and Excess
Casualty coverages

Life Time Fitness
Joshua Reding
jreding@lifefitness.co
m

Primary and Excess
Casualty coverages

Education

Rebecca earned a Bachelor of Arts in Journalism from the University of Georgia. She has a Master's in Business Administration from the University of Georgia.

Rebecca has an Associate in Risk Management (ARM) & Chartered Property Casualty Underwriter (CPCU).

Michael Manzo, CFE, ABCP

Director, Claims Preparation, Advocacy and Valuation

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Responsibilities

As a Director, Mike is responsible for leading pre-loss business interruption engagements with clients in a variety of industries. This includes analyzing business models and processes, business continuity plans, and all relevant aspects of clients' supply chains and network dependencies. Mike is also a part of the Cyber Evaluation Risk Quantification (CERQ®) team and quantifies exposures to his clients' IT infrastructure. Once business interruption exposures have been identified and quantified, Mike works with his clients on risk mitigation and transfer strategies.

Experience

Mike has over 12 years of consulting experience in a broad range of industries. He was previously the Director of Supply Chain Analytics at Dempsey Partners, a leading independent forensic accounting firm. He joined Aon as part of the Dempsey Partners acquisition in July 2013. Prior to this, he was a consultant in FM Global's Business Risk Consulting Group. In this role, he worked with Fortune 500 companies to identify and quantify complex supply chain exposures, operational bottlenecks and departmental interdependencies. He developed risk mitigation and risk transfer opportunities to ensure they could adequately recover catastrophic disruptions. Previous to this, he was a consultant for Ernst & Young's Business Advisory Services, working with clients on ERP and Shared Service Center implementations.

Expertise

Mike is expert in Business Interruption, Business Interruption - Pre Loss & Claim Preparation, Supply Chain, Claims, and Fraud. His industry experience involves Entertainment (Television, Movie Productions), Pharmaceuticals, Technology, Financial Institutions, Medical Devices, Manufacturing, Aerospace & Defense, Online and Brick & Mortar Retail, Universities (For-profit & non-profit), Hospitals, Chemicals, Publishing, and Oil & Gas. Thought leadership includes presentations of Supply Chain Quantification to RIMS and other industry groups.

References

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, Vicki Telford , Vicki.Telford@hanes.com – Risk Manager, Hanesbrands

Yasmine Ramos, Yasmine.Ramos@umusic.com – Risk Manager, Universal Music Group

Education

Mike attended the University of Tennessee, and received his Bachelor of Science in Finance.

He is a Certified Fraud Examiner (CFE) and Business Continuity Professional (ABCP).

In 2012, he was recognized as one of the Power 30 Under 30.

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Responsibilities

Luis has over 20 years of experience in project management, business administration, and management of information technology projects; and over 13 years of experience in insurance and risk management services.

Experience

His experience in the insurance industry has included risk management consulting, claims data analysis, property database management, evaluation of insurance compliance and certificate tracking, OCIP administration, and management of safety and loss control services.

Luis created his CBE firm over 13 years ago to provide quality technical assistance to insurance industry, not-for-profit, and public sector clients.

Client Experience

- State of Maryland
- Prince George's County, MD
- Montgomery County, MD
- Commonwealth of Virginia
- Maryland Transit Administration
- DC Water and Sewer Authority
- State of Nebraska
- Events DC
- National Park Service (Dol)
- Metropolitan Washington Airports Authority
- Washington Metropolitan Transit Authority
- Virginia Railway Express
- Amtrak

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National Park Service
(Department of Interior)
Kurt Rausch, Chief, Contract
Management, Washington Office
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Education

Luis received a BSFS degree from Georgetown University.

Professional Designations

Certified Business Enterprise (LBE, SBE, DBE, DZE, ROB).

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Responsibilities

Laura's responsibilities include the delivery of client specific casualty claims consultative support designed to track and improve processes assisting to reduce client loss costs, mitigate losses and expedite claim settlements. Employing post-loss activities dedicated to best meet all levels of client need, Laura is able to provide appropriate advocacy, oversight and marketing support in an efficient and effective manner, while ensuring the highest level of service from carriers, third party administrators, vendors and related experts.

Experience

Laura has over 35 years of industry experience and has been with Aon since 1994. Prior to joining Aon she was the claims manager for a multinational construction company. Prior to that she was with Hartford Insurance Company for 10 years holding positions from adjuster to claim manager.

- Casualty Claims - Workers' Compensation

General Client Advocacy, Claim Compensability, Claim File Review and Resolution, Reserve Review, TPA and Vendor Specifications, Service Instructions, Performance Standards and Service Comparison. Special Expertise in U.S. Longshore and Defense Base Act, as well as Foreign Voluntary Workers Compensation

- Casualty Claims - Liability

Client Advocacy to support Auto and General Liability lines, to include Products/Completed Operations, Complex Coverage Interpretation, Claim File Review and Resolution, Reserve Review, TPA and Vendor Specifications, Service Instructions, Performance Standards and Service Comparison

References

Erik Wirth ewirth@microsoft.com – Risk Manager, Microsoft

Vicki Telford, Vicki.Telford@hanes.com – Risk Manager, Hanesbrands

Yasmine Ramos, Yasmine.Ramos@umusic.com – Risk Manager, Universal Music Group

Education

Laura received her BSBA degree from Georgetown University, including course work in international marketing and management at Sophia University in Japan, and Oxford University in England.

- Defense Contractors
- Manufacturing
- Construction
- Retail
- Public Entities

Carleen Patterson

Managing Director | National Public Sector - Practice Leader

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Responsibilities

Carleen's expertise lies in the design and implementation of large governmental and quasi-governmental property and casualty insurance programs. She brings over 24 years' experience of risk management, claims, and insurance brokerage experience. She has been specializing in self-insurance and risk pooling programs as well as public sector broking and consulting for the past 13 years. She is well positioned to establish effective risk management partnerships with transit authorities, municipalities, special districts and quasi-governmental associations. Carleen is the recipient of the 2011 and 2012 Risk & Insurance Power Broker award in education and the public sector respectively.

Expertise

- Washington Metropolitan Area Transit Authority (WMATA)
- DC Water & Sewer Authority Metropolitan Washington
- Airport Authority
- Prince William County, Virginia
- Prince William Self-Insurance Group
- Manassas Regional Adult Detention Center
- State of Nebraska
- State of Tennessee
- State of Maryland
- State of Maine
- City of Alexandria, Virginia
- Fairfax County, Virginia
- Fairfax County Public Schools
- Loudoun Public Schools
- Montgomery County, Maryland
- Prince George's County, Maryland
- Prince George's Public Schools
- Various other public entities

References

Name: State of Tennessee
Contact: Rodney Escobar, Director of Risk Management
Phone: 1.615.945.1054
Brief Description of Business Relationship: Commercial Property, Terrorism, Excess Earthquake, Cyber Liability, Professional Liability, Aviation, Fine Arts Insurance and claims, risk control, and other risk management consulting services.

Name: Prince William County, VA
Contact: Lori Gray, Risk Management Division Chief
Phone: 1.703.792.6754
Brief Description of Business Relationship: Excess Liability (Commercial General Liability, Commercial Automobile, Public Officials including Employment Practices Liability, Employee Benefits Liability, Medical Incident Liability, Law Enforcement Liability), Commercial Property Insurance, Public Official Bonds, Volunteer Accident Insurance, Commercial Crime, Fiduciary, Non-Owned Aviation, Watercraft and claims, risk control, and other risk management consulting services.

Name: Montgomery County, MD
Contact: Kimberly Gay-Armour, Insurance Manager
Phone: 1.240.777.8904
Brief Description of Business Relationship: Excess Liability (Commercial General Liability, Commercial Automobile, Public Officials including Employment Practices Liability, Employee Benefits Liability, Law Enforcement Liability and Educators Legal Liability), Commercial Crime, Public Official Bonds, Cyber Liability, Fiduciary Liability, Fine Arts, Cargo/Inland Marine, Railroad Protective, and claims, risk control, and other risk management consulting services.

Education

Carleen received a BS degree in Business Education from the University of South Dakota. She has her Associate in Risk Management (ARM) and Associate in Risk Management for Public Entities (ARM-P), is a Certified Insurance Counselor (CIC) a Certified Risk Manager (CRM) and is a Licensed Texas Agent (Property & Casualty) as well as Various Non-resident State Agent/Broker Licenses

Robert (Bob) C. Prior, MS, CSP, ARM-P, CPSI

Casualty Risk Control, Senior Consultant

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Responsibilities

Bob is a Senior Consultant and Thought Leader of the Public Sector/Education Industry Practice in Casualty Risk Control. He facilitates delivery of client centric, strategic consulting services to a diverse consumer base. The scope of his activities include: effecting measurable long-term change in client total cost of risk by developing and assisting clients in carrying out action plans and strategy to eliminate or control losses. In this capacity, he advises clients on safety process, performance benchmarking and monitoring techniques, performing health and safety due diligence activities, including site visits and compliance reviews, managing and monitoring loss control services to large centralized multi-location organizations having workers' compensation, general and product liability, and fleet issues.

Experience

Prior to joining Aon, Bob served as an Emergency Dispatcher – Fire and Rescue Department in Miami-Dade County Florida, Assistant Training Coordinator and Paramedic for Broward County Florida, Staff Manager Health and Safety for AT&T, and Director – Safety, Health, and Risk Management for Anchor Glass Container Corporation.

Bob first began working in the industry since 1980.

Expertise

Bob's expertise includes experience in the health, safety, risk management, and insurance brokerage industry. He has specific expertise in *Call Centers, Construction, Convention Centers, Correctional Services, Cruise Tour Operations, Food Services, Education (including concussion management protocols), Environmental Services, Healthcare, Hospitality, Laboratory Exposures, Land Development Services, Manufacturing, Parks and Recreation, Public Safety/Police/Fire, Solid Waste, Storm Water, Utilities, Warehousing, and Wastewater.*

References

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Education

Bob earned a BS degree from Florida International University and a MS degree from the Georgia Institute of Technology.

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Responsibilities

Stephen Quintana is a Broker for the Professional Risk Solutions (PRS) Team, a groundbreaking team created in 2000 made up of risk specialists from inside and outside the insurance industry, drawing from technology, law, and consulting. He works with clients to identify exposures and develop creative risk transfer solutions for a wide variety of organizations in the area of Professional Risk. His expertise includes Technology Errors and Omissions, Miscellaneous Professional Liability, Media Liability, Network Security & Privacy (Cyber) and Intellectual Property.

Experience

Stephen has been with Aon Professional Risk Solutions since 2015 and in previous roles worked with Aon Risk Solutions in the International Liability Insurance space, as part of the Aon Global Client Network team. Prior to joining Aon, Stephen worked as a consultant specializing in executive compensation.

Expertise

Stephen's expertise is in the areas of risk and exposure analysis, solution development, and design of professional liability coverage including network security and privacy, technology errors and omissions, media liability, and miscellaneous professional liability.

References

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Education

Stephen earned a B.B.A. degree in Finance & Economics from the University of Notre Dame | Mendoza College of Business.

Stephen is a licensed Property and Casualty Insurance Broker in all 50 States.

Casey Wigglesworth

Account Executive

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Responsibilities

Casey is an Account Executive in the Fine Art department of HTB. In this capacity, Casey serves as a representative of her insureds consisting of nationally renowned museums, States and other public entities, university systems as well as commercial galleries and private collectors to achieve the best terms and conditions available for all policy transactions with only the most select insurance companies.

Experience

Casey first began working in the industry in 2002. Casey has extensive fine art and insurance training. Casey routinely attends state, regional, and national museum conferences throughout the country as both an exhibitor and as a presenter. Casey has a B.A. from Western Maryland College, now known as McDaniel College, with a major in English and a minor in Art History.

Expertise

Casey's expertise includes fine art insurance and risk management. Casey manages a book of business consisting of approximately 180 fine art insurance policies of varying complexity and collectively valued at \$2.3M in premium and over \$500,000 in revenue.

Casey has also been awarded the following Power Broker awards:

- Risk & Insurance Magazine Power Broker, Fine Art – Winner, 2017
- Risk & Insurance Magazine Power Broker, Fine Art – Finalist, 2016
- Risk & Insurance Magazine Power Broker, Fine Art – Winner, 2015

References

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Brief Description of Business

Relationship: Fine art insurance broker, 2002-Present, client since at least 1990

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Brief Description of Business

Relationship: Fine art insurance broker, 2011-Present, client since 2011

State of Wisconsin
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Brief Description of Business

Relationship: Fine art insurance broker, 2005-Present, client since 2005

Education

Casey earned a B.A. degree from McDaniel College

Alan Wiley

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Responsibilities

Alan is Senior Vice President-Greater New York and is responsible for the delivery of fully coordinated property and terrorism insurance placements to a portfolio of US National and Multinational Clients.

Experience

Alan has over 30 years of experience within the London, European and US Insurance / Reinsurance Markets. Current special areas of expertise include the design and implementation of property risk transfer programs including catastrophic coverage for high hazard wind and earthquake exposed accounts. Alan's portfolio of clients currently include those from the Transportation, Media/Advertising, Real Estate, Higher Education, Food Products, General Manufacturing and Municipality sectors.

Prior to joining the GNY Property team in 2011 Alan spent 12 years as Client Director within Aon Limited, London between Aon April 1999 and 2010, where he managed the London / European placement of a number of US Domiciled National and Multinational and Companies.

Prior to joining Aon held the position of Multinational Property Underwriter, Royal and SunAlliance, London where he was responsible for the underwriting and account management of both UK and North American Domiciled Multinational Property and Casualty Accounts.

Alan joined Royal Insurance UK in 1984 and prior to underwriting in 2003 was Team Leader, Underwriting Services, responsible for underwriter support and client service.

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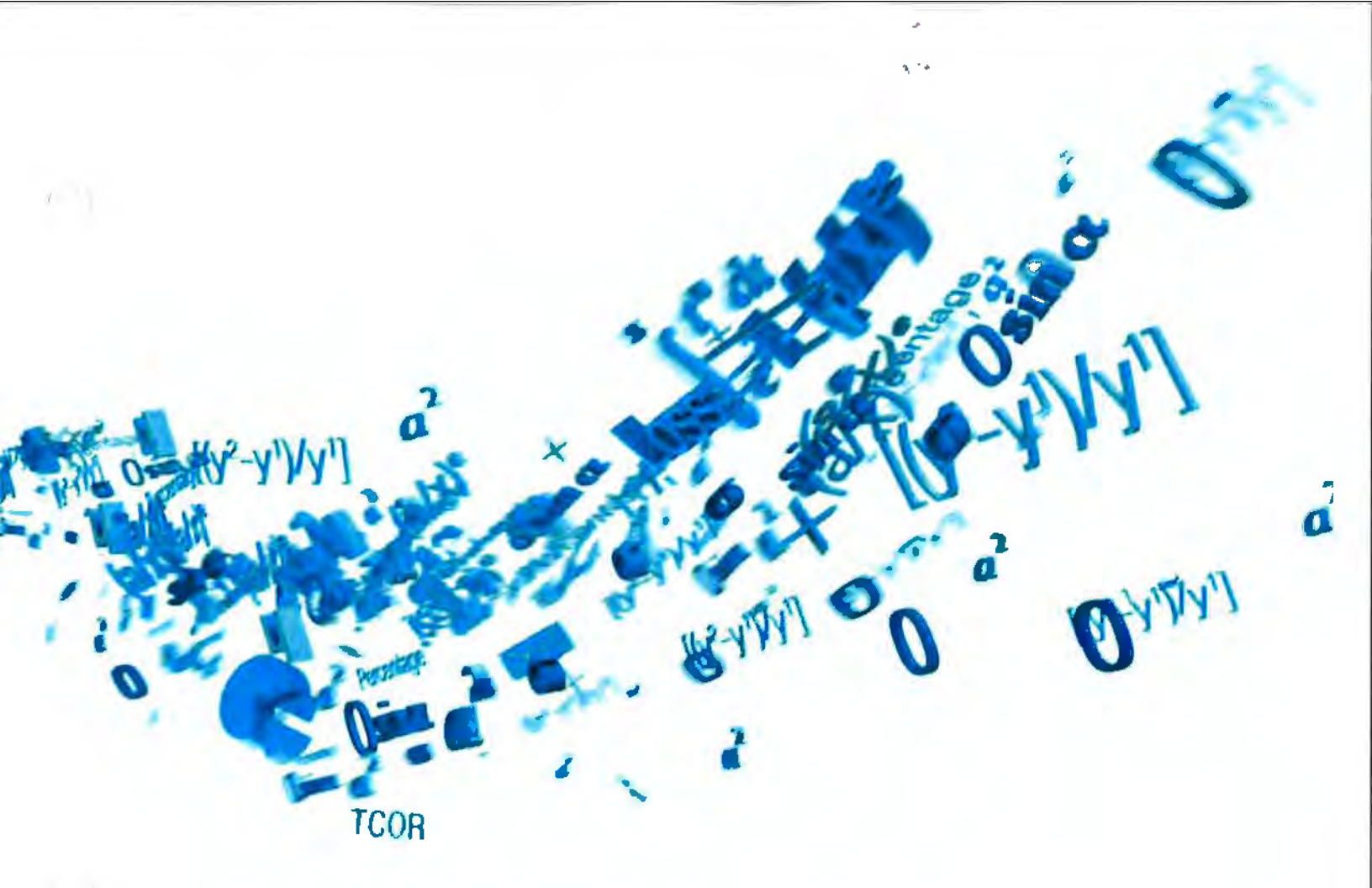
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Licensed Surplus
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and NJ.



Aon Client Promise[®] Plan Document

October 2016

Aon Client Promise® Plan

Our Promises to [REDACTED]

| Promises | Description | Recommendations/ Action Plan | Due Date |
|-------------|-------------|------------------------------|------------|
| Partnership | [REDACTED] | [REDACTED] | [REDACTED] |
| Expertise | [REDACTED] | [REDACTED] | [REDACTED] |
| Innovation | [REDACTED] | [REDACTED] | [REDACTED] |
| Excellence | [REDACTED] | [REDACTED] | [REDACTED] |
| Results | [REDACTED] | [REDACTED] | [REDACTED] |

Developing a Plan Around Your Feedback - Key Business Strategies

| Client Goals / Objectives | Client Challenges | Client Opportunities | Recommendations/ Action Plan | Due Date |
|--|-------------------|----------------------|------------------------------|------------|
| Manage 3rd Party Casualty Exposure | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| Cyber Liability Policy Review | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| Property Renewal | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| Excess Liability Renewal | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| Achieve superior financial results by operating the business exceptionally well, investing in people and infrastructure, and enhancing culture | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| Asset Valuation Rapid Response Flood Analysis | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |



A Dedicated Team and a World of Resources

Your current core team is noted below. In addition, we have identified additional Aon team members that we believe could bring measurable value to [REDACTED] over the next 12 months.

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Aon Risk Solutions

D&O Program Audit



February 9, 2015

Directors & Officers

Key Comments for Discussion

- Review of policy by D&O Expert – [REDACTED]
- Did [REDACTED] have a private company D&O policy prior?
- Material Findings:
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]



Key Program Comments

| Area of Review | Current Program | Comments |
|--|---|------------|
|  Insurer Security/ Commitment | [REDACTED] | [REDACTED] |
|  Limits | [REDACTED] | [REDACTED] |
|  Retention | [REDACTED] | [REDACTED] |
|  Pricing | [REDACTED] | [REDACTED] |
|  Policy Terms/ Conditions | Primary: [REDACTED] Excess: [REDACTED] | [REDACTED] |

Recommendations

[Redacted]



Coverage Recommendations

1) Prior Acts Exclusion: [Redacted]

[Redacted]

2) Knowledge Exclusion: [Redacted]

[Redacted]

3) Cancellation Provisions: [Redacted]

[Redacted]

Potential Markets

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

Thoughts on Our Potential Partnership

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

Wrap-Up & Timeline for Success



For More Information

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The information contained herein and the statements expressed are of a general nature and are not intended to address the circumstances of any particular individual or entity. Although we endeavor to provide accurate and timely information, there can be no guarantee that such information is accurate as of the date it is received or that it will continue to be accurate in the future. No one should act on such information without appropriate professional advice after a thorough examination of the particular situation.

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AON
Empower Results®

Proprietary Information

Technical Approach

Exhibit 8 – Sample

Renewal Proposal

23 Pages

Proprietary Information
Technical Approach
Exhibit 9 – Sample
Renewal Strategy
11 Pages

Proprietary Information

Technical Approach

Exhibit 10 – Sample

Schedule of Insurance

11 Pages

Proprietary Information

Technical Approach

Exhibit 11 – Sample

Stewardship Report

16 Pages



Department of Public Works and Environmental Services

Wastewater Pollution Control Plant

Safety Program and Practice Evaluation

October, 2008

Submitted by:

Bob Prior, ARM, CSP
Senior Risk Consultant
Aon Global Risk Consultants
7650 W. Courtney Campbell Causeway, Suite 800
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Introduction and Executive Summary

INTRODUCTION

The [REDACTED] and the Department of Public Works and Environmental Services (DPWES), engaged Aon Global Risk Consulting (AGRC) in a project to evaluate current safety practices within DPWES. The primary focus of the project is to compare existing practices to the Virginia Occupational Safety and Health (VOSH) regulations (see http://www.doli.virginia.gov/whatwedo/enforcement/osh_vosh_std.html).

This evaluation for the Division of Wasterwater Noman M. Cole Pollution Control Plant (WTD) was performed during October 2008. It consisted of a review of documentation (including WTD, DPWES and County); site visit to the plant facilities (above and below ground); and interviews with the Director, Managers, Supervisors and employees.

AGRC Senior Consultant Bob Prior conducted this evaluation in conjunction with Glenn Willis - Safety Analyst (WTD).

Special thanks to Glenn and other employees for escorting me around the facility. Their professionalism and insights were appreciated.

EXECUTIVE SUMMARY

We found the basic program documents to be very well done. The WTD Safety Manual was revised in July 2008. It is a comprehensive guide covering the VOSH and specific WTD requirements. Safety practices require constant internal evaluation. The key to any program is the daily reinforcement of safe behaviors by the supervisor including positive recognition. We offer suggested areas of improvement in this report which are refinements for the safety program, supporting documentation and additional considerations. Areas for continuous improvement include training; office safety, performance metrics; driver safety, the Safety Manual; respiratory protection program; control of hazardous energy; process safety management; electrical safety, plant tours; and employee involvement. Employee feedback, both individually and in groups, also provided valuable input for further discussion.

We appreciate all of the efforts WTD have put into their safety program and its continuous improvement. Thanks to all employees who took time out of their schedule to discuss the process with us. Please contact us if you have any questions relating to the report or other safety and health issues.



Findings

Business

Wastewater Managements mission is to collect, treat and monitor wastewater in compliance with all regulatory requirements, using state-of-the-art technology in the most effective manner. Wastewater Management will work to improve the environment and enhance the quality of life in [REDACTED]. The Division reviewed included the following site:

Unit

Overview

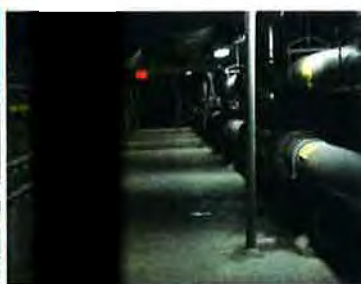
- Wastewater Treatment Division (WTD) – The Norman M. Cole, Jr., Pollution Control Plant represents the ongoing commitment to meet the wastewater treatment needs of community residents and businesses while improving our precious environment and enhancing the quality of life in [REDACTED]. It is a 365/24/7 operating facility.

Kailash Gupta is the WTD Director. He reports directly to Jimmie Jenkins the Director of DPWES. Glenn Willis is the WTD Safety Analyst and reports directly to Kailash Gupta.

Risk Exposure Overview

The organization has approximately 140 employees and 33 vehicles including sedans, pick-up trucks, SUVs, vans, and Commercial Motor Vehicles (CMV). Additional site vehicles/heavy equipment include fork-lifts, front end loaders, backhoes, tractors and trailers. Employee exposures include a variety of hazardous chemical agents contained within the effluents and the reagents used in the process; slips, trips and falls on wet floors; falls into treatment ponds, pits, clarifiers or vats and by splashes of hazardous liquids; cuts and contusions from tools; confined spaces; electric shock and arc flash; entanglement in moving machinery; biological hazards; on-site and urban driving; and overexertion. Several risk exposures warranting further evaluation include:

- Based on the workers compensation data provided by Risk Management, WTD has a higher incidence of slip, trip and fall accidents with lifting/overexertion accidents coming in second.
- Confined space entry
- Potential chemical and biological hazards
- Past electrical-related incidents and current exposures
- VOSH citations for other NAICS 221320 (SIC 4952) Sewage Treatment Facilities include permit-required confined spaces; portable fire extinguishers; abrasive wheel machinery; respiratory protection; control of hazardous energy (LOTO); bloodborne pathogens; hazard communications; guarding floor and wall openings; and general requirements for all machinery.





Findings

Safety Program Documentation

In 1989, OSHA proposed a safety and health program tool (Program Evaluation Profile, PEP) to reduce occupational injuries and illnesses. It was not codified in regulation, but issued as voluntary guidelines. They provide an excellent format for evaluating a program into the following six elements:

1. Management Leadership and Employee Participation
2. Workplace Analysis
3. Accident and Record Analysis
4. Hazard Prevention and Control
5. Emergency Response
6. Safety and Health Training

Within the context of the PEP and Best Practices we have examined the WTD safety and health program.

A WTD Safety Manual was developed internally and revised in July 2008. Additional Plans (i.e., Spill Prevention and Countermeasure, WTD Emergency Response, Storm Water Pollution Prevention) were also reviewed. The Manual is a reference guide covering the relevant VOSH and specific WTD requirements. It establishes management's concern for safety as a joint responsibility with all employees in the Safety Program Policy Statement. The DPWES Safety Roles and Responsibilities document dated April 22, 2008 were also adopted. It identifies the responsibilities for the Director, Division Directors, Manager and Supervisors, Employees, and the Safety Analyst, which also has a comprehensive Job Description Class Code: 1399 [REDACTED]

Interviews with the Director, Safety Analyst, Managers, Supervisors and Employees indicated a high knowledge level of the safety program and their responsibilities. All indicated the safety process was enhanced following a serious incident several years earlier. The Director meets regularly with the Safety Analyst and employees at the Noman Cole facility. Open communications and safety discussions are encouraged at all meetings. Employees are also empowered not to start a job until proper safety instructions have been received and understood.

The WTD Safety Committee has monthly meetings and Glenn participates as Chairman. The goal of the Committee is to have a forum for Employees to exchange information while working toward a proactive approach to a safe work environment. Committee members represent all groups within WTD. A separate Vehicle Accident Review Committee chaired by the County Safety Manager provides analysis of related accidents for prevention.

Fall protection has been recently reevaluated, specifically fixed ladders. These ladders have been retrofitted with safety cages if they had more than a twenty foot drop to the ground or floor level. Railings (top, middle and toe boards) and guards (floor, wall and platforms) are constantly under review and repaired if necessary. A review of personal fall protection (and PRCS entry) equipment including lifelines, harnesses, etc. in the Warehouse found all equipment in excellent shape. Warehouse staff removes equipment from service if it does not meet manufacturer's specifications.



Findings

Following a near miss arc flash incident earlier in the year, WTD has been working with all employees to prevent this type of occurrence. VOSH requirements and NFPA 70E guidelines were reviewed with follow-up actions including retraining, protective clothing, PPE, labeling, etc. A Shock and ARC Hazard Analysis to determine the voltage to which employees will be exposed, boundary requirements, and PPE necessary including protective clothing is being conducted by an outside consultant for verification.

The Control of Hazardous Energy Sources (Lockout/Tagout Program or LOTO) procedures provide the specific energy control procedures to follow for various categories of equipment at WTD. LOTOs are performed only by the authorized employees performing servicing of maintenance activities. A temporary procedure was implemented that engages electricians as the authorized employee to shut down certain electrical panels. This procedure is under review and will be updated following the above analysis.

All confined spaces at WTD are treated as Permit-Required (PRCS). All PRCSs are identified, posted and listed with potential hazards and control methods. Entry or no-entry procedures include employees and contractors. Duties and responsibilities are specific for supervisors, attendants and entrants. Air monitoring equipment is utilized and the WTD Instrumentation Shop performs calibration and bump testing on a monthly basis.

Related to PRCS, is the WTD excavation, trenching and shoring requirements. Since employees and contractors may enter a trench or excavation more than four feet deep safe work practices must be followed. These excavations will incorporate the use of a manufactured trench box or a shield (shoring) system. All trenches five or more feet in depth must be sloped, shored, or shielded. Due to a contaminated or oxygen deficient atmosphere, positive ventilation may also be necessary.

The building Emergency Response Plan (ERP) for the Noman Cole Facility provides an orderly mode of action to be followed during emergency situations and was revised in 2004. It is a comprehensive plan involving the entire facility. Evacuation routes are posted and drills are conducted periodically. ERPs are established in accordance with County Procedural Memorandum No. 25-19, Policy for Developing and Implementing Emergency Response Plans [REDACTED]

Chemical safety at WTD, especially hazardous chemicals stored and used on site are part of the Hazard Communications program. A list of these chemicals, locations of MSDS, and labeling system are all part of their program. A Hazardous Spill Control procedure is included in the ERP. All employees are required to report incidents of hazardous spills under the Plan.



Findings

Safety Training Documentation

Safety program implementation is further defined within the WTD Safety Manual. This resource document provides relevant information on procedures, policies and training. It provides access to applicable VOSH standards and interpretations. The purchase of required safety equipment (i.e., PPE, First Aid supplies) is budgeted and provided. Required VOSH programs and applicable training were compared to the Standards mentioned above and the *Training Requirements in OSHA Standards and Training Guidelines*, OSHA 2254, 1998. Special notes include:

- Troubleshoot energized equipment only with approval of Electrical Supervisor
- All employees and visitors are required to wear hardhats outside in the plant and in all process buildings.

Safety training includes all WTD employees. It ensures compliance to minimum requirements established by VOSH, which are highlighted above. Training records are stored in hard copy (sign in sheets) format and entered into a database (called ABRA). Data is stored for each employee by name and employee number. Information includes type of class, course number, description, date of training, and duration of class (hours). Safety training materials are available for review. Operation and safety orientation training is provided to all plant employees. All safety and health policies and procedures trained on require employee acknowledgment, which is a signed personal responsibility document placed in file.

Besides formal VOSH required and awareness training, additional informal training (i.e., monthly tailgate and safety meetings) is provided and documented. Supervisors are also encouraged to observe the daily actions of employees, conduct one-on-ones, and counsel or praise employee behavior. Employees are also encouraged to report hazardous conditions and exposures in their environments. Disciplinary actions are exercised for serious or repeated safety infractions following the documented progressive discipline process.

Driver safety is one of the risks impacting WTD employees. All vehicles seen including support equipment were in excellent condition. All drivers are subject to an annual review of their driving record through the Risk Management Department. A demerit point system is also established, which could result in the employee's privilege to operate a County vehicle being suspended. Employees are also required to report to their supervisor if they have a suspended or revoked license, which requires immediate reassignment to a non-driving position. CMV drivers are also required to report any traffic violations other than parking tickets. County Procedural Memorandum No. 06-04 details the County's policy on the use of cellular equipment while operating County vehicles. It states that cellular phone usage by the driver shall be limited to "hands free" operation only while the vehicle is in motion. It also details that if a cellular phone is not equipped with the "hands free" option, the driver must leave the roadway and render the vehicle stationary as defined further in the policy. Some DSWCR vehicles are equipped with top mounted strobe lights for roadway identification.

Employees are required to wear specific PPE during job tasks. This PPE includes, but not limited to, hard hats, gloves, protective eyewear, coveralls and suitable footwear. Supervisors are responsible for compliance and administration of PPE usage. A Workplace Hazard Assessment for PPE was



Findings

completed for the various work areas. The assessment defines the Work Area, Potential Hazards, and the Required PPE.

WTD provides periodic First Aid/CPR/AED training classes to all employees. Each shift of each section in WTD will have at least one employee properly trained in First Aid/CPR/AED and Bloodborne Pathogens. First aid supplies are readily available for employees in case of emergency situations. Personal hygiene is key and excellent shower and hand washing facilities are provided for employee use. Uniforms are also provided and cleaned. The Division has a contract with the [REDACTED] Health Department to secure immunizations and blood tests for various bloodborne diseases including an annual Flu Vaccine. Employees are encouraged to use these services through their supervisor.

WTD Incident Reporting Procedures identify responsibilities and required documentation. In the event of a vehicle collision, job-related injury or illness, property damage and/or citizen injury occurs, a variety of documents must be completed. Reports are reviewed for completeness and accuracy. Follow-up on completed corrective action is handled by Glenn. Loss detail information is available from the Risk Management Division. Glenn handles the OSHA 300 Logs, which were completed and posted.

During the numerous walk-around activities with Glenn, we observed that a majority of the policies and procedures were being followed by the employees in WTD including PPE usage. Glenn discussed any at-risk behaviors with the employee immediately for corrective action.



Suggestions for Improvement

Training

- Modify the ABRA system to include a detailed description of the class. Classes on the record include both VOSH required and awareness training without any identification. Each VOSH required class must have the course content materials available for review.
- Enhance the safety management process by delivering a supervisory class that includes required responsibilities defined in the Safety Manual and the DPWES Roles and Responsibility. Consider how to observe the daily actions of employees, conduct one-on-ones, and counsel or praise employee behavior.
- Define and list the applicable training for each job title.
 - REMEMBER – training needs to be relevant, timely and materials should be to the point. Lecture type presentations over ½ hour need to include activities to enhance the learning process.

Office Safety

- In most desk applications, monitors and keyboards were in alignment. Equipment and chairs were adjustable. When procuring new equipment consider ergonomic improvements.
- IT sets up new PC equipment for the user. At this time, it may be appropriate to have the PC set ergonomically by the technician. They could also review with the user how to adjust the mouse settings and text size on the screen via the "Control Panel" function.

Performance Metrics

- Upstream measures should be contemplated when performance metrics are considered for annual evaluations. Metrics such as the percentage of completed monthly safety talks/inspections, safety observations and timely completion of accident investigations including corrective action(s). Utilize the Safety Manual and the DPWES Safety Roles and Responsibilities.
- Job Descriptions could be also considered for updating with sections related to safety responsibilities.

Driver Safety

- Since driving is a major exposure, especially the Commercial Motor Vehicle (CMV) drivers, constantly remind all drivers of their responsibilities including defensive driving, seatbelts and cell phone usage.





Suggestions for Improvement

Driver Safety (continued)

- Experience has shown vehicular accidents do happen within the facility. Post the speed limit and any other applicable signs throughout the facility. The 10 MPH speed limit should be included in the Safety Manual under a Defensive Driving Section. Seatbelts are also required on-site per County policy.
- Consider new driver training for all CMV prior to driving a County vehicle.
- Daily vehicle checklist may also need to be considered for implementation.
- When vehicles are purchased it may be appropriate to specify vehicles with hands-free cell phone technology built into the sound system.

WTD Safety Manual

- This document is a resource guide for all employees. An annual review will be necessary or when changes occur to maintain the document as current. An electronic version is stored on their intranet site for employee access.
- Develop user friendly safety checklist(s) for potential hazards in work shops, grounds, administrative building, etc. for periodic inspection and corrective action. This is an excellent training tool for all employees – reading and visualizing the requirements.

Respiratory Protection Program

- Review the required documentation for your respiratory protection program as indicated in the Safety Manual (especially the painters and welders that use air-purifying, cartridge respirators) including:
 - Medical clearance - questionnaire (private and confidential) and medical approval
 - Annual fit-testing
 - Respirator/cartridge change out schedule
 - Training and recordkeeping



- Dust masks are provided for employees requesting them for dust (large particulate). Since these could be considered respirators under the Standard, provide a copy of Appendix D under CFR 29 1910.134. This is mandatory information for employees using respirators when not required under the Standard (see web link http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9784).



Suggestions for Improvement

Control of Hazardous Energy (Lockout/Tagout)

- WTD should review all Energy Control Procedures. Two types of written procedures are necessary:
 1. IF control information is the same for various machines or equipment or if other means of logical grouping exists, then a **single energy** control procedure may be sufficient.
 2. IF there are other conditions—such as **multiple energy** sources, **different connecting** means or a **particular sequence** that must be followed to shut down the machine or equipment—then the employer must develop separate energy control procedures.
- Verify by documentation that periodic inspection of each procedure ensures that the energy control procedures continue to be implemented properly and that the employees are familiar with their responsibilities under those procedures as indicated in your WTD Safety Manual.

Process Safety Management (PSM)

- WTD should review processes using highly hazardous chemicals in an amount exceeding the Threshold Quantities (TQ) listed below.
- PSM (29 CFR 1910.119) serves to protect workers from accidents due to the release of highly hazardous chemicals (listed under the regulation). Chemicals covered by the PSM Standard found at WTD include, but not limited to, the following with Threshold Quantities (TQ):
 - Flammable liquids such as Methanol, 10,000 lbs
 - Hydrochloric Acid, 5000 lbs
- A PSM Hot Work Permit process and form was included within the Safety Manual.
- A self-assessment checklist is attached.
- Include PSM in WTD Safety Manual, if indicated.

Electrical Safety

- Review the Arc Flash and Shock Hazard (2002 NEC 110.16) labeling on all switchboards, panel boards, industrial control panels and motor control centers. Any equipment installed after 2002 needs to be labeled. For equipment installed before 2002, labeling must be applied if ANY modifications or upgrades take place. Some labels require boundary distances calculated.
 - Check the panels below the Warehouse for applicable labels.
 - The recommendations from the Arc Flash and Shock Hazard analysis conducted by the consulting company should provide excellent information for immediate application.
 - See photos on following page.



Suggestions for Improvement

Electrical Safety (continued)



NOTE: NFPA 70E is a national consensus standard published by NFPA primarily to assist OSHA in preparing electrical safety standards. Federal OSHA has not incorporated it into the Code of Federal Regulations (CFR).

Hazardous Waste Operations and Emergency Response (HAZWOPER)

- WTD needs to review spills control procedures for all chemicals which employees handle or call for outside emergency response.
 - A hazardous chemical/materials emergency is a leak or spill that the employees in the area can't handle safely on their own if:
 - They need special training and equipment to protect themselves from the chemicals
 - They call the fire/emergency department or a hazardous material (HazMat) team/contractor
- HAZWOPER (29 CFR 1910.120) includes any employees who are exposed or potentially exposed to hazardous substances and who are engaged in emergency response operations for releases of, or substantial threats of releases of, hazardous substances regardless of the location of the hazard (see web links for self-assessment tools – <http://www-nehc.med.navy.mil/ep/checklist002.pdf> & http://www.michigan.gov/documents/cis_wsh_cet5100_116396_7.doc).
- Include HAZWOPER in the WTD Safety Manual, if indicated

Employee Involvement

- To increase employee involvement consider conducting Job Hazard Analyses (JHAs) on selected jobs that require employee participation (see web link <http://www.osha.gov/Publications/osh3071.pdf>).
 - The JHA process provides a technique for analyzing job tasks from a safety and health standpoint.
 - It reviews the risk associated with job tasks and identifies the control measures for these risks.
 - This joint process includes a facilitator and the employees that actually perform the tasks.



Suggestions for Improvement

Employee Involvement (continued)

- The process encourages buy-in at the employee level since they are developing their own risk control measures – current and recommended.
- The new Safety Committee first met in March 2008. This is an excellent forum for management and labor to exchange related information for improving workplace safety.
 - This process may need to be formalized within the Safety Manual (see the Safety Committee Evaluation Checklist as a reference at the following web link - http://www.anr.state.vt.us/DEC/ead/sbcap/pdf/SafetyCommittee_checklist.pdf)

Employee Feedback

- As part of this evaluation, employee forums were held with WTD employees from various occupations, both management and non-management job titles. Employees were engaged to discuss the safety process at WTD. Feedback was open and very positive.
- Negative comments were focused primarily on recent mandated changes, specifically the hard hat policy (reinforcement of existing policy) and cotton long sleeve uniforms.
- Issues requiring feedback include:
 - Modify hard hat policy to allow employees to carry it or hang on waist when not needed for protection due to construction activity, process buildings or overhead risks.
 - Uniforms were an issue with several employees. Due primarily to the long sleeves in summer heat, but may also be required for electrical protection.
 - Review Equalization Tank entry procedure from top - potential fall hazard.
 - Some machinery/equipment may not be up to code due to the date of installation.



Suggestions for Improvement

Public Plant Tours – Special Safety Related Request

- A review of Public Plant tour routing was requested. Tours are provided for both educational and public relations objectives. The primary tour path was followed within the plant and the following suggestions should be considered:
 - Set a specific day for tours with advance notice only
 - Develop a form for pre-approval, available at the WTD web site
 - Included restrictions, rules, etc.
 - Ample chaperones to handle the guests
 - Outside tours on good weather days only
 - Different tours routes depending on guests –
 - Elementary, high school and college and other adults
 - Always address safety and health issues during orientation
 - Continue to provide color coded hard hats for both safety and identification
 - Limit walking in roadways since the plant is active with vehicular traffic
 - Cross the road and walk out of harms way
 - Limit review of inside processes with limited entry and egress
 - Sludge incinerator – limit to control room
 - **Plant guardrails are designed for industrial applications only, not for children**
 - Modify areas that children (elementary school, K-8) will be exposed to with size limiting materials (i.e., wire mesh professionally mounted) or do not allow a close up view
 - Bus transportation or overhead convex mirrors to see "down" could be options
 - Water rescue equipment should be considered (i.e., ring buoy, shepherd's crook with pole)
 - Limit stair and step usage to reduce the County's liability for slips, trips and falls
 - Falling on the grass is better than down the stairs – no ladders
 - Remind the group to hold on to handrails (2-point contact)
 - Advise all employees, contractors and visitors that it is "Tour Day" and be careful
 - Post a sign at all entrances
 - Consider limiting vehicular traffic during tours
- Related web links for additional information from other Wastewater Treatment Facilities –
 - <http://dnr.metrokc.gov/wtd/tours/>
 - http://www.dcwasa.com/about/tour_flash.cfm
 - <http://www.metrocouncil.org/environment/education/mcesTours.htm>
 - http://www.cityofboise.org/Departments/Public_Works/Services/Sewer/WastewaterTreatment/page16111.aspx



Department of Public Works and Environmental Services

Division of Solid Waste Collection & Recycling

Safety Program and Practice Evaluation

October, 2008

Submitted by:

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Introduction and Executive Summary

INTRODUCTION

The [REDACTED] and the Department of Public Works and Environmental Services (DPWES), engaged Aon Global Risk Consulting (AGRC) in a project to evaluate current safety practices within DPWES. The primary focus of the project is to compare existing practices to the Virginia Occupational Safety and Health (VOSH) regulations (see http://www.doli.virginia.gov/whatwedo/enforcement/osha_vosh_std.html).

This evaluation for the Division of Solid Waste Collection and Recycling Division (DSWCR) was performed during October 2008. It consisted of a review of documentation (including DSWCR, DPWES and County); riding exercise with a supervisor; field visits to work locations; and interviews with the Director, Managers, Supervisors and employees including a safety focus group.

AGRC Senior Consultant Bob Prior conducted this evaluation in conjunction with Judy Schambach - Safety Analyst.

Special thanks to Judy for escorting me to the Newington Collection Facility and field locations. Her professionalism and insights were appreciated.

EXECUTIVE SUMMARY

We found the program documents to be very well done. The Employee Safety & Health Guide was revised in September 2008. It is a practical guide covering the relevant requirements in a concise format. Field practices require constant internal evaluation. The key to any program is the daily reinforcement of safe behaviors by the supervisor including positive recognition. While we offer suggested areas of improvement in this report – these are refinements for the safety program, which is in very good shape. Areas for continuous improvement include training; office safety; performance metrics; driver safety; Employee Safety and Health Guide; personal protective equipment; employee involvement; and safety focus groups. The safety focus groups provided valuable input for feedback by the Department.

We appreciate all of the efforts DSWCR has put into their safety program and its continuous improvement. Thanks to the DSWCR employees who took time out of their schedule to discuss the process with us. Please contact us if you have any questions relating to the report or other safety and health issues.



Findings

Business Unit Overview

Solid Waste includes everything that is thrown away or recycled, including yard waste, brush, household trash, commercial trash, industrial waste, and construction debris. The Division of Solid Waste Collection and Recycling (DSWCR) provides refuse and recycling collection service to approximately 45,000 households in established sanitary districts, all county agency buildings, and eight recycling drop-off centers. DSWCR operates primarily from the Newington Collection Facility and recycling drop-off centers with additional administrative offices at the [REDACTED] Center.

Together, the DSWCR and the Division of Solid Waste Disposal and Resource Recovery operate an integrated solid waste management system that manages more than 1.5 million tons of solid waste each year. Unlike other Divisions within DPWES, Solid Waste earns more than 99% of their operating budget through user fees for disposal and recycling services and county refuse collection service.

Jeff Smithberger is the DSWCR Director and reports directly to Jimmie Jenkins, the Director of DPWES. Judy Schambach is the Safety Analyst and reports directly to Jeff.

Risk Exposure Overview

The organization has approximately 130 full-time and 45 part-time employees and 75 vehicles including sedans, pick-up trucks, and Commercial Motor Vehicles (CMV). Additional site vehicles include a forklift and utility cart. Employee exposures include urban and rural driving, operating in the roadway, material handling including potential hazardous refuse, natural hazards in outside environments including the elements, pests, and office exposures. Several risk exposures warranting further evaluation include:

- Higher frequency and severity of slip, trip and fall accidents with lifting/overexertion and vehicular related injury accidents coming in second and third respectively as indicated by the workers compensation data provided by Risk Management
- Driver and crew exposures including loading operations in active roadways
- Overhead work hazards including exposure to high-voltage lines
- Tipping floor operations for the refuse packers and the open body dump trucks
- Employees may be subject to violence due to irate citizens
- VOSH citations for NAICS 562111, Solid Waste Collection include guarding floor and wall openings; permit-required confined spaces; control of hazardous energy (LOTO); abrasive wheel machinery; general requirements for electrical; and portable fire extinguishers





Findings

Safety Program Documentation

In 1989, OSHA proposed a safety and health program tool (Program Evaluation Profile, PEP) to reduce occupational injuries and illnesses. It was not codified in regulation, but issued as voluntary guidelines.

They provide an excellent format for evaluating a program into the following six elements:

1. Management Leadership and Employee Participation
2. Workplace Analysis
3. Accident and Record Analysis
4. Hazard Prevention and Control
5. Emergency Response
6. Safety and Health Training

Within the context of the PEP and Best Practices we have examined the DSWCR safety and health program.

A DSWCR Employee Safety & Health Guide was developed internally and revised in September 2008. It is a practical guide covering the relevant requirements in a concise format. DSWCR is in the process of being re-distributed. The safety guide establishes management's philosophy of visible leadership and concern for safety as a joint responsibility with all employees in the Safety First Philosophy statement. The DPWES Safety Roles and Responsibilities document dated April 22, 2008 were also adopted. It identifies the responsibilities for the Director, Division Directors, Manager and Supervisors, Employees, and the Safety Analyst, which also has a comprehensive Job Description Class Code: 1399.

Interviews with the Director, Safety Analyst, Managers, and Supervisors indicated a high knowledge level of the safety program and their responsibilities. All indicated the safety process was enhanced following a serious incident several years earlier. The Director meets regularly with the Safety Analyst and employees at the Newington Collection Facility. Open communications and safety discussions are encouraged at all meetings. Employees are also empowered to initiate work stoppage if their safety, or the safety of those around them, is jeopardized.

The DPWES Safety Committee has monthly meetings and Judy participates as a member representing DSWCR. Randy Bartlett and Jeff co-chair this committee. A separate DSWCR Safety Committee was disbanded several years earlier due to employee lack of interest. Employees have constant input to the safety process improvements, especially during monthly safety meetings. A separate Vehicle Accident Review Committee chaired by Judy provides timely analysis of related accidents for prevention.

Employee safety perceptions were solicited from a number of office and field employees. Feedback indicates a high degree of satisfaction with the safety process at all levels. There is a DSWCR Safe Driver Awards Program designed to recognize excellence in safe driving performance for CMV drivers. Quarterly awards are for recognizing employees and/or teams who have demonstrated exemplary performance above and beyond their regular job duties and responsibilities. These programs are excellent since VOSH frowns on incentive programs discouraging accident reporting.

The Emergency Response Plan (ERP) for the Newington Collection Facility was revised in April 2008. It is a comprehensive plan involving the facility and DWSCR staff for multiple emergencies.



Findings

Administrative employees in the Government Center fall under that building's ERP. Evacuation routes are posted and drills are conducted periodically. ERPs are established in accordance with County Procedural Memorandum No. 25-19, Policy for Developing and Implementing Emergency Response Plans for [REDACTED]

Safety Training Documentation

Safety program implementation is further defined within the DSWCR Employee Safety & Health Guide. This resource document provides relevant information on procedures, policies and training. It provides access to applicable VOSH standards and interpretations. The purchase of required safety equipment (i.e., PPE, First Aid supplies) is budgeted and provided. Required VOSH programs and applicable training were compared to the Standards mentioned above and the *Training Requirements in OSHA Standards and Training Guidelines, OSHA 2254, 1998*. Special notes include:

- Employees are prohibited from entering a confined space.
- Employees may not ride on exterior of the truck when it is backing.
- Employees riding on the rear-side step of the rear-loading refuse packer are prohibited from utilizing any type of cell phone.

Safety training includes all DSWCR employees. It ensures compliance to minimum requirements established by VOSH, which are highlighted above. Training records are stored in hard copy (sign in sheets) and MS Word format. Safety training materials are available for review. Operation and safety orientation training is provided to both field and office employees. All safety and health policies and procedures trained on require employee affirmation, which is a signed personal responsibility document placed in file.

Besides formal VOSH required and awareness training, additional informal training (i.e., monthly tailgate and safety meetings) is provided and documented. Supervisors are also encouraged to observe the daily actions of employees, conduct one-on-ones, and counsel or praise employee behavior. Employees are also encouraged to report hazardous conditions and exposures in the office and field environments. Disciplinary actions are exercised for serious or repeated safety infractions following the documented progressive discipline process.

The DSWCR is working with DPWES Organizational Development Group to develop a more comprehensive workplace training to cover issues that route drivers and their ground workers encounter. This training is specifically geared toward inattentive drivers, and drivers that "honk" horns at refuse collection workers collecting trash. Since DSWCR employees may be subject to violence in the workplace due to irate citizens this will be an excellent resource.

Driver safety is one of the higher risk hazards impacting DSWCR employees. All vehicles seen, including support equipment, were in superb condition. The quality of this equipment is a matter of great pride to the drivers. In fact, drivers take great satisfaction in their vehicle's appearance including the shine on the tires! All drivers are subject to an annual review of their driving record through the Risk Management Department. A demerit point system has been established, which could result in the employee's privilege to operate a County vehicle being suspended. Employees are also required to report to their supervisor if they have a suspended or revoked license, which requires immediate



Findings

reassignment to a non-driving position. CMV drivers are also required to report any traffic violations other than parking tickets. County Procedural Memorandum No. 06-04 details the County's policy on the use of cellular equipment while operating County vehicles. It states that cellular phone usage by the driver shall be limited to "hands free" operation only while the vehicle is in motion. It also details that if a cellular phone is not equipped with the "hands free" option; the driver must leave the roadway and render the vehicle stationary as defined further in the policy.

All DSWCR vehicles engaged in collection are equipped with top mounted strobe lights for roadway identification. The DSWCR orders all refuse collection vehicles with strobe light packages, as Virginia law requires high visibility strobe lights. All other service vehicles are equipped with amber warning lights as well.

All CMV drivers receive New Driver Training/Orientation prior to driving a County vehicle. This comprehensive process includes classroom and hands-on driver safety activities including inspection, defensive driving, tipping floor, and crew safety. This 1-week formal training process is followed up by a 2-week ride-a-long exercise with a Supervisor (1-day) and seasoned Motor Equipment Operator (1-week each on a Rear-Loading Refuse Packer and Open Body Dump Truck). The entire process is documented. Drivers/Operators of Cranes (Open Body Dump Truck) are responsible for its safe operation including the crew, which is included in the driver training orientation. Training includes pre-trip inspection; placement for material pick-up; stabilization; securing the load; dumping the load; and avoiding contact with overhead utility lines. The procedure specifically states "Do not operate equipment within ten feet of overhead high voltage lines."

Employees are required to wear PPE, which also identifies them on the job. Identification is important on the job, especially from a visibility and personal security perspective. Uniforms provided by DSWCR are the high visibility type with reflective tape sewn in. DSWCR currently are the only DPWES unit who supply workers with high visibility standard wear uniforms. Additional PPE includes, but is not limited to, hard hats, high visibility safety vests, gloves, protective eyewear, coveralls and suitable footwear. Supervisors are responsible for compliance and administration of PPE usage. A Workplace Hazard Assessment for PPE was completed for the various work areas. The assessment defines the Work Area, Potential Hazards, and the required PPE.

Employees working for the DSWCR may have the potential to come in contact with blood or other body fluids that may be present in the collected solid waste. Waste is considered contaminated and the use of the appropriate PPE is required. Regulated waste or biohazard materials is not knowingly accepted or collected. Employees are given strict instructions on not handling regulated medical waste in marked bio-hazard bags or containers. On discovery, these materials are left in place and a supervisor is contacted to determine the proper course of action.

Personal hygiene is key and excellent shower and hand washing facilities are provided for employee use. Uniforms are also provided and cleaned. The Division has a contract with the [REDACTED] Health Department, as well as other medical facilities, to secure immunizations for various bloodborne diseases. Employees are encouraged to use these services through their supervisor.



Findings

DSWCR Incident Reporting Procedures identify responsibilities and required documentation. In the event of a vehicle collision, job-related injury or illness, property damage and/or citizen injury occurs, a variety of documents must be completed. Reports are reviewed for completeness and accuracy. Follow-up on completed corrective action is handled by Judy. Loss detail information is available from the Risk Management Division. Judy handles the OSHA 300 Logs, which were completed, posted and includes all Workers' Compensation claims.

During the riding exercise with a supervisor, we observed that a majority of the policies and procedures were being followed by the employees in the field. The supervisor discussed any at-risk behaviors with the employee immediately, which were subject to the progressive discipline process. Processes viewed included crane operations both field material pick-up and lubrication at facility, field rear-loading refuse packer loading, field driving including backing and lubrication at facility, administrative areas at facility and the Government Center; pole barn (warehouse); and work shop at facility.



Suggestions for Improvement

Training

- Investigate using a database such as the ABRA system to document individual safety training records. Each VOSH required class must have the course content materials available for review.
- Enhance the safety management process by delivering a supervisory class that includes required responsibilities defined in Employee Safety & Health Guide and the DPWES Roles and Responsibility. Consider how to observe the daily actions of employees, conduct one-on-ones, and counsel or praise employee behavior.
- Define and list the applicable training for each job title.
 - REMEMBER – training needs to be relevant, timely and materials should be to the point. Lecture type presentations over ½ hour need to include activities to enhance the learning process.

Office Safety

- In most desk applications, monitors and keyboards were in alignment. Equipment and chairs were adjustable. When procuring new equipment consider ergonomic improvements.



- Issue with using an A-frame document holder to input into a system/database. A newer designed document holder which is positioned between the keyboard and monitor with a under mount keyboard tray is available (see below picture). Users have found these in-line document holders very user friendly while enhancing productivity.





Suggestions for Improvement

Office Safety (continued)

- Information Technology (IT) organization sets up new PC equipment for the user. At this time, it may be appropriate to have the PC set ergonomically by the technician. They could also review with the user how to adjust the mouse settings and text size on the screen via the "Control Panel" function.

Performance Metrics

- Upstream measures should be contemplated when performance metrics are considered for annual evaluations. Metrics such as the percentage of completed monthly safety talks/inspections, safety observations and timely completion of accident investigations including corrective action(s). Utilize the Employee Safety & Health Guide and the DPWES Safety Roles and Responsibilities.
- Job Descriptions could be also considered for updating with sections related to safety responsibilities.

Driver Safety

- Since driving is a major exposure, constantly remind all drivers of their responsibilities including defensive driving, the backing policy, crew PPE, passenger safety, seatbelts and cell phone usage.
- When supervisory vehicles are purchased it may be appropriate to specify vehicles with hands-free cell phone technology built into the sound system.
- Consider including Crew PPE as part of the daily vehicle checklist pre-trip inspection.

Employee Safety & Health Guide

- This document is an excellent guide for all employees. An annual review will be necessary or when changes occur to maintain the document as current. The challenges are to update the copies that have been distributed and ensuring outdated safety policies are disposed of. Paper copies will be the challenge.
- During the next revision of the 6.0 Lockout/Tagout Policies and Procedures:
 - Include the start-up step in Procedure 6.3 for the Vacuum Leaf Machine
 - Reference Procedure 8.1 Greasing the Push Blade Rails from the Inside the Compactor in Procedure 6.2 for cleaning behind the blade.
- Develop user friendly checklist(s) for potential hazards in the garage, welding shop, storage areas, work shop, administrative building, and pole barn for periodic inspection and corrective action. Excellent training tool for all employees – reading and visualizing the requirements.



Suggestions for Improvement



Personal Protective Equipment

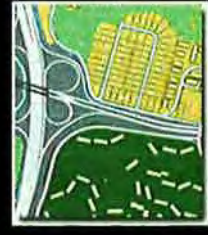
- Dust masks are provided for employees requesting them for dust (large particulate). Since these could be considered respirators under the Standard, provide a copy of Appendix D under CFR 29 1910.134. This is mandatory information for employees using respirators when not required under the Standard (see web link http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9784).

Employee Involvement

- Formalize a process for employees to have input into the DSWCR safety and health program.
 - Since a labor based committee was unsuccessful in the past, alternatives should be explored (see web link http://www.nfib.com/object/IO_27010.html).
 - Committee to meet early or before noon on a periodic basis.
 - A member from each discipline – supervisor, driver, garage/shop and laborer.
 - Post a picture of the members in the break area for promoting employee input.
 - Conduct Job Hazard Analyses (JHAs) on selected jobs that require employee participation (see web link <http://www.osha.gov/Publications/OSHA3071.pdf>).
 - The JHA process provides a technique for analyzing job tasks from a safety and health standpoint.
 - It reviews the risk associated with job tasks and identifies the control measures for these risks.
 - It is a joint process that includes a facilitator and the employees that actually perform the tasks.
 - It encourages buy-in at the employee level since they are developing their own control measures – current and recommended.

Safety Focus Groups

- As part of this evaluation, employee forums were held for both DSWCR clerical and field employees. Employees included both management and non-management job titles. Feedback was open and very positive.
- Issues requiring feedback include:
 - Assess computer workstations and provide information on exercises for sedentary positions (see web link <http://dohs.ors.od.nih.gov/exercises.htm>).
 - Body strain potential using an A-frame document holder for continuous input into the system/database (see page 6, under Office Safety section for alternative).



Department of Public Works and Environmental Services

Wastewater Planning and Monitoring

Safety Program and Practice Evaluation

October, 2008

Submitted by:

Bob Prior, ARM, CSP
Senior Risk Consultant
Aon Global Risk Consultants
7650 W. Courtney Campbell Causeway, Suite 800
Tampa, FL 33607-1481





Introduction and Executive Summary

INTRODUCTION

████████████████████ and the Department of Public Works and Environmental Services (DPWES), engaged Aon Global Risk Consulting (AGRC) in a project to evaluate current safety practices within DPWES. The primary focus of the project is to compare existing practices to the Virginia Occupational Safety and Health (VOSH) regulations (see http://www.doli.virginia.gov/whatwedo/enforcement/osh/vosh_std.html).

This evaluation for the Wastewater Planning and Monitoring Division (WPMD) was performed during October 2008. It consisted of a review of documentation (including WPMD, DPWES and County); site visit to the plant facilities including the warehouse and laboratory, and interviews with the Director, Managers, Supervisors and employees.

AGRC Senior Consultant Bob Prior conducted this evaluation in conjunction with Bennie Gaines – Safety Coordinator and Chemical Hygiene Officer (WPMD).

Special thanks to Bennie and other employees for escorting me around the laboratory and warehouse. Their professionalism and insights were appreciated.

EXECUTIVE SUMMARY

We found the program documents to be very well done. The combined WPMD Chemical Hygiene Plan and Safety Manual were revised in September 2008. It is a practical manual covering the relevant requirements in a concise format. Field monitoring and lab practices require constant internal evaluation. The key to any program is the daily reinforcement of safe behaviors by the supervisor including positive recognition. While we offer suggested areas of improvement in this report – these are refinements for the safety program, which is in very good shape. Areas for continuous improvement include training; office safety; performance metrics; personal protective equipment; driver, trailer pulling and boating safety; Safety Manual; electrical safety, and employee input.

We appreciate all of the efforts WPMD have put into their safety program and its continuous improvement. Thanks to all employees who took time out of their schedule to discuss the process with us. Please contact us if you have any questions relating to the report or other safety and health issues.



Findings

| Business | Unit | Overview |
|---|-------------|-----------------|
| <p>Wastewater Managements mission is to collect, treat and monitor wastewater in compliance with all regulatory requirements, using state-of-the-art technology in the most effective manner. Wastewater Management will work to improve the environment and enhance the quality of life in ██████████ Division reviewed included the following at the Noman Cole Wastewater Pollution Control Plant (NWPCP):</p> | | |

- Wastewater Planning and Monitoring Division (WPMD) – Assesses and monitors long-term planning needs for the Wastewater Management Program and conducts environmental monitoring for regulatory compliance and to protect the wastewater system and the environment. The Division annually reviews infrastructure expansion requirements and financial demands for the entire water system.

Shahram Mohsenin, WPMD Director, reports directly to Jimmie Jenkins the Director of DPWES. Bennie Gaines is the WPMD Laboratory Safety Coordinator and reports directly to the Laboratory Manager, Dan Fetherolf who reports to Shahram Mohsenin.

Risk Exposure Overview

The organization has approximately 60 employees with 21 located at Noman Cole and 4 vehicles including two vans at this facility. In addition they have two forklifts (in the Warehouse) and a small boat with trailer for in-house towing to the appropriate waterway. Employee exposures include a variety of potentially harmful agents contained within the samples and the reagents used in testing; slips, trips and fall on wet floors; falls when monitoring confined spaces; cuts and contusions from equipment; electric shock from equipment; biological hazards; rural and urban driving; material handling and overexertion. Other exposures include:

- Risk Management provided workers' compensation data indicating that WPMD has a low frequency of incidents with limited slip, trip and fall, lifting/overexertion and motor vehicle related injuries
- Working around manholes, wet wells, diversion vaults and storm sewers
- Urban and rural defensive driving to include site right-of-way parking and flagging
- Trailing towing and marine safety
- Potential chemical and biological hazards including storage and compressed gases
- Electrical-related hazards relating to lab equipment
- Employees may be subject to violence due to irate citizens





Findings

Safety Program Documentation

In 1989, OSHA proposed a safety and health program tool (Program Evaluation Profile, PEP) to reduce occupational injuries and illnesses. It was not codified in regulation, but issued as voluntary guidelines. They provide an excellent format for evaluating a program into the following six elements:

1. Management Leadership and Employee Participation
2. Workplace Analysis
3. Accident and Record Analysis
4. Hazard Prevention and Control
5. Emergency Response
6. Safety and Health Training

Within the context of the PEP and Best Practices we have examined the WPMD safety and health programs.

A WPMD Chemical Hygiene Plan and Safety Manual was developed internally and revised in September 2008. It is a practical guide covering the relevant requirements in a concise format. The DPWES Safety Roles and Responsibilities document dated April 22, 2008 were also adopted department wide. This document identifies the responsibilities for the Director, Division Directors, Manager and Supervisors and Employees.

Interviews with the Directors, Safety Coordinator, Managers, Supervisors and employees indicated a high knowledge level of the safety and chemical hygiene plans and their responsibilities. All indicated the safety process was enhanced following a serious incident several years earlier. The Site Director meets regularly with the Safety Coordinator and employees in the Lab. Open communications and safety discussions are encouraged at all meetings. Employees are also empowered to initiate work stoppage if their safety, or the safety of those around them, is jeopardized.

The WPMD Safety Committee conducts safety inspections and presents findings at the monthly Environmental Monitoring Management Meeting. The Committee is comprised of the Chairperson (Safety Coordinator) and two non-supervisory employees (or inspectors) involved with laboratory related activities. The inspectors rotate each month and are familiar with VOSH regulations and are capable of recognizing and resolving deficiencies in safe lab practices. These inspectors perform monthly inspections (Laboratory Inspection and Vehicle Safety Checklist) and correct deficiencies immediately. The Chairperson evaluates these inspections for completeness and presents the safety findings at the management meeting. Employee safety perceptions were solicited from a number of lab employees. Feedback indicates a high degree of satisfaction with the safety process at all levels.

Environmental Monitoring Branch and Warehouse of WPMD are located within the Noman Cole facility it falls under the Emergency Response Plan (ERP) for the Plant. Staff is trained on the emergency response plan through the plant's emergency response program and participates as a single unit. ERPs are established in accordance with County Procedural Memorandum No. 25-19, Policy for Developing and Implementing Emergency Response Plans for [REDACTED] Sites. The Fire and Emergency Evacuation Plan is documented in the Safety Manual. Evacuation routes are posted. Though it is desired we do this as part of fire drills for the entire building. This has not been conducted



Findings

in the past 5 years. Chemical spill control procedures are also documented for a number of different potential hazards including a number of neutralizing agents and absorbents.

Ventilation is a key component in any indoor environment especially a laboratory. The HVAC system is designed to maintain 8 to 12 complete air exchanges per hour. Each laboratory has its own controller. Fume hoods are designed to maintain a flow rate of greater than 100 linear feet per minute measured at multiple points across the hood face. The hoods are also designed for work using chemicals having a low Threshold Limit Values (TLVs) or high vapor pressure. Proper hood performance is checked monthly during the inspections. Hoods are also certified annually by a third party environmental safety professional. Employees are trained on the applicable guidelines for using the hoods.

Compressed gas cylinders are located remotely in a locked room. The gases are piped to the lab utilizing a cascade-type system. This room is inspected monthly and includes labels (lines, contents and full or empty), housekeeping, properly chained/secured, and the door is locked.

There are specific guidelines for the safe disposition of laboratory chemical wastes. The lab generates various types of wastes resulting from tests conducted for operating the Plant. Wastes may expire or unused chemicals from tests need to be disposed. As part of an annual evaluation a committee reviews the chemicals specified in each lab station standard operating procedures. Disposal methods include Sink On-Site, Plant Influent, Trash and Off-Site depending on EPA requirements.

The Warehouse, office and material handling equipment were in excellent condition. Housekeeping was superb and was a source of pride for the entire warehouse staff. All materials were stored properly from a safety perspective. An area was recently designated a hardhat area due to overhead material handling with a reach truck. The staff was knowledgeable of the safety requirements including loading dock, material handling and equipment, and forklift safety.

Safety Training Documentation

Safety program implementation is further defined within WPMD Chemical Hygiene Plan and Safety Manual. This resource document provides relevant information on procedures, policies and training. It provides access to applicable VOSH standards and interpretations. The purchase of required safety equipment (i.e., PPE including Lab coats, First Aid supplies) is budgeted and provided. Required VOSH programs and applicable training were compared to the Standards mentioned above and the *Training Requirements in OSHA Standards and Training Guidelines*, OSHA 2254, 1998. Special notes include:

- Employees are prohibited from entering a confined space
- Protective clothing (lab coats) and eye protection must be worn at all times while working in the laboratory

Safety training includes all WPMD employees and is considered continuous. It ensures compliance to minimum requirements established by VOSH, which are highlighted above. Training records are stored in hard copy (sign in sheets) and MS Word format. Safety training materials are available for review. Operation and safety orientation training is provided to all employees. All employees sign an affirmation



Findings

stating that they received and understand the Chemical Hygiene Plan and Safety Manual, which is placed in file.

Besides formal VOSH required and awareness training, new lab procedures or tasks require supervisory approval. Hazardous nonroutine tasks require supervisory approval and training prior to the start of work. Procedure specific safety procedures are found in each Standard Operating Procedure and prior approval is required. Supervisors are also encouraged to observe the daily actions of employees, conduct one-on-ones, and counsel or praise employee behavior. Employees are also encouraged to report hazardous conditions and exposures in the office, lab and field environments. Disciplinary actions are exercised for serious or repeated safety infractions following the documented progressive discipline process but have not been a problem.

██████████ provides an optional Workplace Violence class for employees. This class assists the employee in recognizing a potential problem and strategies to de-escalate or flight. Since the Industrial Waste Section is out in the public, employees may be subject to violence due to irate citizens this is an excellent available resource.

Driver safety is one of the higher risk hazards impacting WPMD employees. All vehicles seen including support equipment were in superb condition with limited drivers. All drivers are subject to an annual review of their driving record through the Risk Management Department. A demerit point system is also established, which could result in the employee's privilege to operate a County vehicle being suspended. Employees are also required to report to their supervisor if they have a suspended or revoked license, which requires immediate reassignment to a non-driving position. County Procedural Memorandum No. 06-04 details the County's policy on the use of cellular equipment while operating County vehicles. It states that cellular phone usage by the driver shall be limited to "hands free" operation only while the vehicle is in motion. It also details that if a cellular phone is not equipped with the "hands free" option; the driver must leave the roadway and render the vehicle stationary as defined further in the policy.

Employees are required to wear PPE. This PPE includes, but not limited to, gloves, protective eyewear, lab coats/coveralls, aprons, face shields, safety footwear, and hardhats. Supervisors are responsible for compliance and administration of PPE usage. Protective eyewear and lab coats must be worn at all times while working in the laboratory. Besides PPE, personal hygiene is an important factor in chemical safety. Personal hygiene practices include hand and skin washing (after contact, before leaving, eating, drinking or smoking), no "sniff" testing of chemicals, do not mouth pipette, no eating/smoking in chemical areas, and no food, drink, or tobacco products are allowed into chemical storage or use areas.

WPMD has Industrial Waste Section (IWS) routinely encounter manholes; pump station wet wells; meter/siphon/flow diversion vaults; and storm sewers, which may be considered confined spaces. IWS employees have a specific Confined Space Awareness Program for encountering these spaces. This is an annual training requirement. This training is provided by the Wastewaters Treatment Division's (WT Ds) Safety Analyst. It is the policy of IWS that no employee will enter a permit required confined space (PRCS) in the exercise of their official duties. They are trained to be able to identify confined spaces, be aware of the potential hazards involved with working in and around these spaces and



Findings

respond accordingly. All confined spaces are considered PRCSS. The only exception to this rule has been identified by IWS is an occasional brief breaking of the plane of the manhole or utility vault to position equipment. Breaking the plane in this case means a momentary entry of the hands, fingers, or forearms only while positioning sampling equipment. Normally equipment is positioned without breaking the plane of the manhole. When the confined space is identified and work must be done, the IWS employee will inform their supervisor that the work can not be completed and a third party is required to complete the work. During these activities the spaces atmosphere is monitored continuously using a multigas meter. The meters are periodically calibrated per manufacturers' requirements or monthly by the WT Ds Instrumentation Section. All gas monitoring results are documented for further evaluation.

WPMD has a contract with the [REDACTED] for employees to secure immunizations and tests for various diseases. Employees are encouraged to use these services by completing a form and presenting it at the time of services free of charge.

WPMD Medical Consultation and Emergencies Procedures identify responsibilities and required documentation obtained from your supervisor. In the event of a job-related injury or illness occurs a variety of documents must be completed. Reports are reviewed for completeness and accuracy. Follow-up on completed corrective action is handled by Bennie. Loss detail information is available from the Risk Management Division. Bennie also handles the OSHA 300 Logs, which were completed and posted.



Suggestions for Improvement

Training

- Investigate enhancing existing documentation with an electronic format such as the ABRA system to document individual safety training records. Each VOSH required class must have the course content materials available for review.
- Define and list the applicable training for each job title.
 - REMEMBER – training needs to be relevant, timely and materials should be to the point. Lecture type presentations over ½ hour need to include activities to enhance the learning process (see <http://www2.umdj.edu/eohssweb/aiha/technical/training.htm#Personal>).
- IWS employee training for PRCs should include information on the multigas meters performance. Specifically, if the Oxygen Sensor reading does not indicate a level to support combustion the Lower Explosive Level (LEL) Sensor reading will not be correct.

Office Safety

- In most desk applications, monitors and keyboards were in alignment. Equipment and chairs were adjustable. When procuring new equipment consider ergonomic improvements.
- Maintain egress from employee workstations to fire exits free of trip hazards and include in monthly safety inspection checklist.
- Information Technology (IT) organization sets up new PC equipment for the user. At this time, it may be appropriate to have the PC set ergonomically by the technician. They could also review with the user how to adjust the mouse settings and text size on the screen via the "Control Panel" function.

Performance Metrics

- Upstream measures should be contemplated when performance metrics are considered for annual evaluations. Metrics such as the percentage of completed monthly safety talks/inspections, safety observations and timely completion of accident investigations including corrective action(s). Utilize the DPWES Safety Roles and Responsibilities
- Job Descriptions could be also considered for updating with sections related to safety responsibilities.

Personal Protective Equipment

- A PPE Hazard Assessment may be necessary for documentation purposes under CFR 29 1910.32 (see web link <http://www.labsafety.com/refinfo/printpage.htm?page=/refinfo/ezfacts/ezf240.htm>).
- Dust/surgical masks are provided for employees requesting them. Since these could be considered respirators by employees, provide a copy of Appendix D under CFR 29 1910.134. This is mandatory information for employees using respirators when not required under the Standard (see web link http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9784)



Suggestions for Improvement

Driver, Trailer Pulling and Boating Safety

- Since driving is a potential exposure, constantly remind all drivers of their responsibilities including defensive driving, passenger safety, seatbelts and cell phone usage.
- When vehicles are purchased it may be appropriate to specify vehicles with hands-free cell phone technology built into the sound system.
- Flagman training may need to be updated for field personnel if working in the right of way per VDOT.
- Pulling the boat trailer has its challenges. The following web link provides useful information to review with the driver, current and future (see web link - http://www.uscgboating.org/safety/metlife_archived_9-21-2007/boat_trailer.htm).
- Boating safety is an important for training consideration for both current and future "captains" (see web link - <http://www.uscgboating.org/>).



WPMD Safety Manual

- This document is an excellent guide for all employees. An annual review maintains the document as current. Maintain an electronic copy for employee reference.
- Within the Manual there is a monthly safety inspection. A similar laboratory inspection checklist may be useful for periodic inspection (see web link - <http://www.vcu.edu/oehs/chemical/labsafe/labchecklist.pdf>).

Chemical Related

- Flammable chemicals may form an explosive mixture under lab hoods (i.e., Phenol). Review your MSDSs to see which chemicals are flammable. Your IWS gas meter(s) can monitor the Lower Explosive Limit (LEL). A gas meter could be utilized to determine if an explosive mixture is present during a particular process. If the LEL is reached, an assessment of the process and hood specifications will be necessary. The hood manufacturers can provide additional information if not available on-site.



Suggestions for Improvement

Chemical Related (continued)

- A best business practice is to store chemicals below eye level, especially liquids. This prevents inadvertent exposures from the proceeding user with poor storage technique.
- Within the Laboratory rules it mentions the disposal of all chipped or cracked glassware, which is the single leading cause of accidents in laboratories. With the wide use of plastic containers it would be appropriate to dispose of them in a similar fashion.

Electrical Safety

- Perform a periodic inspection and testing of your Ground Fault Circuit Interrupters (GFCI) within the laboratory. A self test (reset button) or other external testers should be considered.

Employee Input

- Issue requiring feed back:
 - Indoor air quality came up as a question regarding two process (both processes were not directly under a lab hood for exhaust ventilation):
 - suspended solids drying oven
 - use of diluted Phenol

NOTES: The suspended solids drying oven is located near an employee's workstation who can detect an odor. The Phenol operation/test is located near a sink exhaust vent that could be utilized during the process.



Attachment 2 Optional Services Request for Proposal Number 5582 Z1

A need may arise for reporting/tracking functionality not originally delineated in this RFP but considered within the scope of work due to changes in State law/regulations or suggested additional optional components.

In addition to the items listed under the Scope of Work section, the State may wish to purchase additional services. Such services may include, but are not limited to, the following:

1. Environmental risk consulting;
2. Behavioral risk management;
3. Business interruption/business continuity consultation;
4. Catastrophic claims services;
5. Establishment and administration of captive insurers;
6. Cyber risk analysis and consulting; and
7. Other available insurance or risk consultation services.

For each of the services listed, and for any other services, not listed, for which the bidder would be willing to offer, please describe the services in detail, identify whether these services are provided internally or through a contract with a third party, as well as details of the experience of the internal staff, the bidder, and/or the third party contractor who will provide each service should the State request it.

| POSITION/TITLE | HOURLY RATE |
|--|-------------|
| Insurance Manual Updates - For description of services please see Additional Services Item 3 | \$230-\$300 |
| Business Interruption/Continuity Consultation -For description of services please see Additional Services Item 3 | \$230-\$300 |
| Return to Work Program Continuation -For description of services please see Additional Services Item 3 | \$220-\$250 |
| Claim Resolution Metrics - For description of services please see Additional Services Item 3 | \$230-\$280 |
| Human Resource/Benefits Consulting - For description of services please see Additional Services Item 3 | \$230-\$300 |
| Ergonomics Consulting For description of services please see Additional Services Item 3 | \$230-\$300 |
| Actuarial Consulting For description of services please see Additional Services Item 3 | \$240-\$325 |
| Musculoskeletal Claim Validation For description of services please see Additional Services Item 3 | \$240-\$300 |
| Property and Fidelity Crime Claims Preparation and Forensic Accounting For description of services please see Additional Services Item 3 | \$230-\$290 |
| Early Claim Identification - For description of services please see Additional Services Item 3 | \$230-\$280 |
| Aon LAMBDA - For description of services please see Additional Services Item of s3 | \$230-\$280 |
| | |

Enterprise Risk Management Consulting - For description of services, please see Additional Services Item 3 - \$230-280
Operational Assessment - For description of services, please see Additional Services Item 3 - \$230-280

Cost Proposal

State of Nebraska

Solicitation Number: RFP 5582 Z1

May 31, 2017

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VII. Cost Proposal Requirements

A. PRICING SUMMARY

Bidder should propose an annual lump sum amount based upon the requirements indicated in this RFP. Payments shall be quarterly based on the requirements of this RFP.

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the RFP is cancelled.

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the first five (5) years of the contract. Any request for a price increase subsequent to the two (2) additional two (2) year renewal periods of the contract shall not exceed three percent (3%) of the price bid for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

B. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, 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.

Transition Period (one-time payment)

Not Applicable

| Initial Period | | | | | Renewal 1 | | Renewal 2 | |
|----------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 1 | Year 2 | Year 1 | Year 2 |
| \$220,000 | \$220,000 | \$220,000 | \$220,000 | \$220,000 | \$225,500 | \$225,500 | \$231,137 | \$231,137 |

About Aon

Aon plc (NYSE:AON) is a leading global provider of risk management, insurance brokerage and reinsurance brokerage, and human resources solutions and outsourcing services. Through its more than 72,000 colleagues worldwide, Aon unites to empower results for clients in over 120 countries via innovative risk and people solutions. For further information on our capabilities and to learn how we empower results for clients, please visit: <http://aon.mediaroom.com>.

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The information contained herein and the statements expressed are of a general nature and are not intended to address the circumstances of any particular individual or entity. Although we endeavor to provide accurate and timely information and use sources we consider reliable, there can be no guarantee that such information is accurate as of the date it is received or that it will continue to be accurate in the future. No one should act on such information without appropriate professional advice after a thorough examination of the particular situation.

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ADDENDUM ONE, QUESTIONS and ANSWERS

Date: May 12, 2017

To: All Bidders

From: Michelle Thompson/Teresa Fleming, Buyers
AS Materiel State Purchasing

RE: Addendum for Request for Proposal Number RFP Number 5582 Z1
to be opened Wednesday, May 31, 2017 at 2:00 p.m. Central Time

Questions and Answers

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

| <u>Question Number</u> | <u>RFP Section Reference</u> | <u>RFP Page Number</u> | <u>Question</u> | <u>State Response</u> |
|------------------------|------------------------------|------------------------|--|--|
| 1. | | | <p>We are evaluating your call for proposals from employee benefits brokers and consultants.</p> <p>We are a brokerage firm that specializes exclusively in group Long Term Care insurance as an employee benefit. At this time, are you interested in evaluating [REDACTED] as part of the benefits you offer to employees? If so, we would be happy to complete the RFI you recently shared.</p> <p>We welcome the opportunity to demonstrate our expertise in the [REDACTED] market, our proprietary technology that provides a favorable experience for HR and employees, and share case studies of other clients with whom we successfully partner with to administer this benefit.</p> | <p>Long term care insurance for State of Nebraska employees is not within the scope of RFP 5582 Z1, Insurance Broker Services.</p> |

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

**State of Nebraska State Purchasing Bureau
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

RETURN TO:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508
402-471-6500

| | |
|-------------------------------------|------------------------------------|
| SOLICITATION NUMBER | RELEASE DATE |
| RFP 5582 Z1 | April 20, 2017 |
| OPENING DATE AND TIME | PROCUREMENT CONTACT |
| May 31, 2017 2:00 p.m. Central Time | Michelle Thompson / Teresa Fleming |

PLEASE READ CAREFULLY!
SCOPE OF SERVICE

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP), RFP Number 5582 Z1 for the purpose of selecting a qualified Bidder to provide Insurance Broker Services to the State of Nebraska. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be five (5) years commencing upon execution of the contract. The Contract includes the option to renew for two (2) additional two (2) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:
<http://das.nebraska.gov/materiel/purchasing.html>.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.02, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the RFP, and the successful bidder's proposal or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

In addition and in furtherance of the State's public records statute (Neb. Rev. Stat. § 84-712 et seq.) all proposals or responses received regarding this RFP will be posted to the SPB website.

These postings will include the entire proposal or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the RFP being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, 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, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFP, awards, and other documents.

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GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something to be added or deleted to an existing document; a supplement.

After Receipt of Order (ARO): After Receipt of Order

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Best and Final Offer (BAFO): In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

Bid/Proposal: The offer submitted by a vendor in a response to a written solicitation.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

Bidder: A vendor who submits an offer bid in response to a written solicitation.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, except State-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

Central Processing Unit (CPU): Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific

advantage the competitor(s) would receive.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

Contract Award: Occurs upon execution of the State document titled "Service Contract Award" by the proper authority.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract to furnish commodities or services.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.

Default: The omission or failure to perform a contractual duty.

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Evaluation: The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the RFP, or contract, are completed.

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

Late Bid/Proposal: An offer received after the Opening Date and Time.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Mandatory/ Must and Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal proposals.

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Payroll & Financial Center (PFC): Electronic procurement system of record.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Pre-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

Proposal: See Bid/Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance: A complaint about a governmental action or decision related to a RFP or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

Release Date: The date of public release of the written solicitation to seek offers

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

Responsible Bidder: A bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

Termination: Occurs when either party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Third Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents, and their employees. It shall not include any entity or person who is an interested party to the contract or agreement.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product or service.

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Vendor Performance Report: A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Will: See Shall/Will/Must

Work Day: See Business Day

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The RFP is designed to solicit proposals from qualified Bidders who will be responsible for providing Insurance Broker services to the State of Nebraska at a competitive and reasonable cost.

Proposals shall conform to all instructions, conditions, and requirements included in the RFP. Prospective bidders are expected to carefully examine all documents, schedules, and requirements in this RFP, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the RFP.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this RFP reside with the State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

Name: Michelle Thompson / Teresa Fleming
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: 402-471-6500

E-Mail: as.materielpurchasing@nebraska.gov

From the date the RFP is issued until the Intent to Award is issued communication from the Bidder is limited to the POC listed above. After the Intent to Award is issued the Bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this RFP. The POC will issue any clarifications or opinions regarding this RFP in writing. Only the buyer can modify the RFP, answer questions, render opinions, and only the SPB or awarding agency can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this RFP.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the RFP POC; and
3. Contact required for negotiation and execution of the final contract.

The State reserves the right to reject a bidder's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

| | ACTIVITY | DATE/TIME |
|-----|---|---|
| 1. | Release RFP | April 20, 2017 |
| 2. | Last day to submit written questions | May 5, 2017 |
| 3. | State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html | May 15, 2017 |
| 4. | Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508 | May 31, 2017 2:00 PM Central Time |
| 5. | Review for conformance of mandatory requirements | May 31, 2017 |
| 6. | Evaluation period | June 5, 2017 – June 23, 2017 |
| 7. | "Oral Interviews/Presentations and/or Demonstrations" (if required) | TBD |
| 8. | Post "Letter of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html | June 30, 2017 |
| 9. | Contract finalization period | June 30, 2017 |
| 10. | Contract award | October 2, 2017 |
| 11. | Contractor start date | January 1, 2018 |

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any RFP provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 5582 Z1; Insurance Broker Services Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov, but may be delivered by hand or by U.S. Mail. It is recommended that Bidders submit questions using the following format.

| RFP Section Reference | RFP Page Number | Question |
|-----------------------|-----------------|----------|
| | | |

Written answers will be posted at <http://das.nebraska.gov/materiel/purchasing.html> per the Schedule of Events.

E. RECYCLING (§81-15,159(d)(2))

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers if available and suitable. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

F. PRICES

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the RFP is cancelled.

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the first five (5) years of the contract. Any request for a price increase subsequent to the two (2) additional two (2) year renewal periods of the contract shall not exceed three percent (3%) of the price bid for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

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

G. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the Intent to Award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

H. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject bids, withdraw an Intent to Award, or award, or terminate a contract if a bidder commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a proposal on behalf of another party or entity; and
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State.

The Bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the Bidder throughout the bidding process, and throughout the term of this contract for the successful Bidder and their subcontractors.

I. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the RFP (Sections I and II) become a part of the terms and conditions of the contract resulting from this RFP. Any deviations from the RFP in Section III must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the RFP, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

J. SUBMISSION OF PROPOSALS

Bidders should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted the State will retain one copy marked "ORIGINAL" and destroy the other copies. The Bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Bidder Contact Sheet". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label should appear as specified in Section I part B on the face of each container or bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The RFP number should be included in all correspondence.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-conforming.

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP.

The Technical and Cost Proposals Template should be presented in separate sections (loose-leaf binders are preferred) on standard 8 1/2" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 1/2" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables should be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

The State shall not incur any liability for any costs incurred by bidders in replying to this RFP, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this RFP.

K. BID PREPARATION COSTS

The State shall not incur any liability for any costs incurred by Bidders in replying to this RFP, including any activity related to bidding on this RFP.

L. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

Violation of the terms and conditions contained in this RFP or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; and
6. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

M. BID CORRECTIONS

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

N. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the bidder and at bidder's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

O. PROPOSAL OPENING

The opening of proposals will be public and the bidders will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Vendors may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened they become the property of the State of Nebraska and will not be returned.

P. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Request for Proposal for Contractual Services form signed using an indelible method.
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Section II thorough IV;
5. Completed Technical Approach; and
6. Completed State Cost Proposal Template.

Q. EVALUATION COMMITTEE

Proposals are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the Intent to Award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this RFP may result in the rejection of this proposal and further administrative actions.

R. EVALUATION OF PROPOSALS

All proposals that are responsive to the RFP will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Corporate Overview should include but is not limited to:
 - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the RFP;
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the quality of bidder performance on prior contracts;
 - e. such other information that may be secured and that has a bearing on the decision to award the contract;
2. Technical Approach; and,
3. Cost Proposal.

Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the RFP cover page under "Bidder must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the bidder from consideration of the preference.

Evaluation criteria weighting will be released with the RFP.

S. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The State may determine after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. Every bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their proposals.

Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make an award without any further discussion with the bidders regarding the proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

T. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

U. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this RFP, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an Intent to Award, or rescind the award of a contract.

V. AWARD

The State reserves the right to evaluate proposals and to award contracts in a manner and utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the RFP process for some actions, the State of Nebraska may take one or more of the following actions:

1. Amend the RFP;
2. Extend the time of or establish a new bid opening time;
3. Waive deviations or errors in the State's RFP process and in bidder proposals that are not material, do not compromise the RFP process or a bidder's proposal, and do not improve a bidder's competitive position;

4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the RFP;
7. Elect to rebid the RFP;
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

The State of Nebraska may consider, but is not limited to considering, one or more of the following award criteria:

1. Price;
2. Location;
3. Quality;
4. Delivery time;
5. Bidder qualifications and capabilities; and,
6. State contract management requirements and/or costs.

The RFP does not commit the State to award a contract. Once Intent to Award decision has been determined, it will be posted to the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a bidder within ten (10) business days after the Intent to Award decision is posted to the Internet.

II. TERMS AND CONDITIONS

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

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

If a conflict or ambiguity arises after the addendums have been negotiated and agreed to, the addendums 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 RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| | | | |

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

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor’s proposal (RFP)
5. Award;
6. The executed Contract and any Addenda (including Contractor’s proposal and properly submitted documents) ; and,
7. Amendments to the Contract

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP 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 RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

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

C. GOVERNING LAW (Statutory)

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

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

D. BEGINNING OF WORK

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

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

E. CHANGE ORDERS

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. 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.

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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.

G. BREACH

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

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

H. NON-WAIVER OF BREACH

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

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

I. SEVERABILITY

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

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.

J. INDEMNIFICATION

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

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

If a judgment or settlement is obtained or reasonably anticipated against the State’s use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor’s sole

cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

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

4. SELF-INSURANCE

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

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

K. ATTORNEY'S FEES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP 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 order by the court, including attorney's fees and costs, if the other party prevails.

L. PERFORMANCE BOND

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

The Contractor will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the bond must be \$75,000.00. The bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

M. ASSIGNMENT, SALE, OR MERGER

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

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.

N. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

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

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.

O. FORCE MAJEURE

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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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 be granted 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.

P. CONFIDENTIALITY

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

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

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

Q. EARLY TERMINATION

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

The contract may be terminated as follows:

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

R. CONTRACT CLOSEOUT

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

Upon termination or expiration of the contract for any reason the Contractor shall within 30 days, unless stated otherwise herein:

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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>

The completed United States Attestation Form should be submitted with the RFP response.
2. 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.
3. 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 services to be covered by any contract resulting from this RFP.

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. PERMITS, REGULATIONS, LAWS

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

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

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

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

G. INSURANCE REQUIREMENTS

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

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

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

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within two (2) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and two (2) years following termination or expiration of the contract.

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

| REQUIRED INSURANCE COVERAGE | |
|---|---|
| COMMERCIAL GENERAL LIABILITY | |
| General Aggregate | \$2,000,000 |
| Products/Completed Operations Aggregate | \$2,000,000 |
| Personal/Advertising Injury | \$1,000,000 per occurrence |
| Bodily Injury/Property Damage | \$1,000,000 per occurrence |
| Medical Payments | \$10,000 any one person |
| Damage to Rented Premises | \$300,000 each occurrence |
| Contractual | Included |
| <i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i> | |
| WORKER'S COMPENSATION | |
| Employers Liability Limits | \$500K/\$500K/\$500K |
| Statutory Limits- All States | Statutory - State of Nebraska |
| USL&H Endorsement | Statutory |
| Voluntary Compensation | Statutory |
| COMMERCIAL AUTOMOBILE LIABILITY | |
| Bodily Injury/Property Damage | \$1,000,000 combined single limit |
| Include All Owned, Hired & Non-Owned Automobile liability | Included |
| Motor Carrier Act Endorsement | Where Applicable |
| UMBRELLA/EXCESS LIABILITY | |
| Over Primary Insurance | \$5,000,000 per occurrence |
| PROFESSIONAL LIABILITY | |
| All Other Professional Liability (Errors & Omissions) | \$2,000,000 occurrence \$4,000,000 aggregate |
| COMMERCIAL CRIME | |
| Crime/Employee Dishonesty Including 3rd Party Fidelity | \$3,000,000 |
| 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 be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as Additional Insured." | |

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. EVIDENCE OF COVERAGE

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer.

Send To:

Administrative Services
 Risk Management
 1526 K Street, Suite 220
 Lincoln, NE 68508

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 Risk Management 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 RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

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 RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

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

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

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

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

J. STATE PROPERTY

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

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 RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

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 RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

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 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. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

N. DISASTER RECOVERY/BACK UP PLAN

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

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 services as specified under the specifications in the contract in the event of a disaster.

O. DRUG POLICY

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

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

Payments shall not be made until contractual deliverable(s) are received and accepted by the State. Payments may be paid in quarterly installments.

B. TAXES

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

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

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall be submitted to Department of Administrative Services, Risk Management Division, Attn: Sherece Dendy, 1526 K Street, Suite 220, Lincoln, NE 68508. 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. PAYMENT

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

State 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 State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt

Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). 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 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.

E. LATE PAYMENT

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

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).

F. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

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

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

G. RIGHT TO AUDIT (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 (Information) to enable the State to audit the contract. 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.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

A. INTRODUCTION

This is a Request for Proposal (RFP) for the services of an Insurance Broker of Record and Risk Consultant for the State of Nebraska (the State). The State of Nebraska, Department of Administrative Service, Risk Management Division (Risk Management) is responsible for the purchase of necessary insurance coverage and risk management services at the lowest costs which are consistent with good underwriting practices and the overall Risk Management Program for the State. Risk Management is requesting proposals from qualified bidders to assist with the critical role of ensuring the proper protection of the State's assets and activities on behalf of the State's citizens and taxpayers. The Broker will analyze existing programs, develop re-structuring program options, as needed, market the coverage, present competitive quotes with recommendations, and place and service the coverage. The Broker will be awarded a contract for the period of five (5) years from January 1, 2018 through December 31, 2023, and is subject to two (2) optional two (2) year renewal periods.

B. PROJECT ENVIRONMENT

The State has a diverse government organization, comprised of over 80 agencies, performing a wide range of functions and operations, with approximately 29,000 employees, serving and serving 1.9 million residents of the State. State budget information may be found at: <http://budget.nebraska.gov/index.html>.

Authority for the State's insurance and risk management programs, covered by this RFP, is found in Neb. Rev. Stat. §81-8,239.01. <http://nebraskalegislature.gov/laws/statutes.php?statute=81-8,239.01>

C. PROJECT OBJECTIVES

It is a requirement the Broker has the knowledge and ability to perform general brokerage services, risk control/loss prevention and claims management services, as well as risk management consulting services at a minimum.

D. CURRENT PROGRAM

The State currently has an All-Lines Aggregate Policy covering real and personal property, automobile liability and physical damage, foster parent liability, and employee dishonesty. There are also excess policies for property, employee dishonesty, and automobile liability. There are additional policies covering specific needs, such as:

1. Automobile Liability with Hot Pursuit;
2. Workers' Compensation and Employers Liability for certain active State volunteers;
3. Aircraft Coverage;
4. Airport Owners and Operators Liability;
5. Stand Alone Terrorism - Property; and
6. Accident Coverage for certain active State volunteers.

The State is self-insured for Workers' Compensation. The State has contracts with third-party administrators for insured claims and workers' compensation claims. Claims administration is not part of this RFP, except for the necessary relationship between the Broker and the State's third-party administrators.

The following information is current as of the 2016-2017 fiscal year, running from July 1, 2016 through June 30, 2017.

Automobiles: The State insured 7,190 vehicles. Vehicles are classified as passenger cars, vans, buses, trucks, tractors, trailer, or other drivable equipment. 420 are considered pursuit vehicles. Liability coverage is required on all vehicles, however, individual agencies determine whether to insure for physical damage. The All-Lines Aggregate Policy covers automobiles up to \$1 million with a \$200,000 self-insured retention (SIR). There is also an excess property policy of \$400,000,000. Hot pursuit vehicles are covered up to \$1 million, with a \$300,000 SIR and \$300,000 corridor retention. These vehicles are subject to an excess automobile liability policy up to \$4 million. Pursuant to State statutes, Nebraska has strict liability for vehicular pursuits resulting in injuries to innocent third parties.

Real Property: The State insured 2717 facilities with a replacement value of approximately \$1.9 billion. The All-Lines Aggregate Policy covers real property up to \$1 million with a \$200,000 SIR. There is also an excess property policy with a \$400,000,000 limit.

Contents/Inland Marine: Each agency has the option to purchase coverage for its contents and inland marine. Inland marine and contents account for \$295,430,684. The All-Lines Aggregate Policy covers property up to \$1 million with a \$200,000 SIR. There is also an excess property policy with a \$400,000,000 limit.

Foster Parent Liability: Foster parent liability is contained within the All-Lines Aggregate Policy, There is a \$200,000 SIR and the policy limit is set at \$400,000.

Employee Dishonesty: Employee dishonesty is also within the All-Lines Aggregate Policy. There is a \$25,000 SIR and a \$1 million limit. Excess coverage is also available with a limit of \$30,000,000.

E. SCOPE OF WORK

Bidder should provide a response to each of the following contractor requirements in the space provided below.

| | |
|-----|--|
| 1. | Act as broker of record for all insurance policies currently in force and any new coverages placed during the contract term. |
| | Bidder Response: |
| 2. | Analyze exposure, claims, coverage forms, and current program data to determine various options in casualty program structures and provide recommendations to make the program more efficient and effective. |
| | Bidder Response: |
| 3. | Identify programs, products, and markets capable of meeting the State's coverage needs. Make recommendations regarding quality of markets, limits, and differences in various markets' terms and conditions. |
| | Bidder Response: |
| 4. | Review insurance policies to determine compliance with agreed upon terms and conditions for those exposures that the State currently insures. |
| | Bidder Response: |
| 5. | Offer creative solutions and innovative suggestions for the State to consider. |
| | Bidder Response: |
| 6. | With authorization, solicit quotations for the program. Act as an advocate for the State in communications with the markets and intermediaries, including negotiations of the lowest possible fees. |
| | Bidder Response: |
| 7. | Assist Risk Management in identifying and organizing pertinent information in order to more effectively market the casualty coverage programs. Coordinate the collection of data to include in any market solicitations. |
| | Bidder Response: |
| 8. | Consider quotes from all qualified markets. All contacts from qualified and non-qualified markets must be documented. A minimum of three competitive quotes from reputable insurance carriers for each type of risk shall be provided to Risk Management. For those markets that decline to offer a quote on coverage, documentation from the market indicating why they chose not to quote must be provided. |
| | Bidder Response: |
| 9. | Upon authorization, bind the program as directed by Risk Management. Binders and/or confirmation of coverage shall be required upon placement. |
| | Bidder Response: |
| 10. | Review and verify coverage documents received from all bound markets. Determine the coverage placed is correct and verify accuracy of price, rating classification and exposure. |
| | Bidder Response: |
| 11. | In addition to original paper copies, deliver electronic copies of all coverage documents. All documents shall be submitted electronically within 90 calendar days of their effective date. All coverage placed with multiple lays must include a graph/chart of the placement showing markets, policy numbers, limits, premiums, taxes, fees, and commissions, if applicable, per layer. |
| | Bidder Response: |
| 12. | The Broker is prohibited from accepting any contingent income, profit sharing, enhanced commission, or other forms of hidden income associated with this contract. Confirm that compensation, including direct and contingent, on all market proposals has not been assessed or has been credited to the premium billed. |
| | Bidder Response: |
| 13. | Ensure the timely (within 10 business days) billing of all documents and endorsements to Risk Management and assist with premium allocations or breakdowns by agency for internal Risk Management billing purposes. In the event, a Notice of Cancellation has been issued due to nonpayment of premium, promptly notify Risk Management within 24 hours and work with Risk Management to resolve the situation. |

| | |
|-----|---|
| | Bidder Response: |
| 14. | Prepare auto insurance cards, certificates of insurance and endorsements, as requested, within 48 hours on a normal schedule and within 12 hours on a rush schedule. |
| | Bidder Response: |
| 15. | Ensure proper service from markets on coverage placed and endorsements requested. |
| | Bidder Response: |
| 16. | Assist Risk Management when other related coverage needs to be added during the term of the contract, at no additional cost. |
| | Bidder Response: |
| 17. | Develop a strategy for any upcoming renewals during the contract period to be presented in writing to Risk Management a minimum of 90 days before expiration. Include and identify any intended intermediaries used in the solicitation process. |
| | Bidder Response: |
| 18. | Disclose coverage additions and coverage restrictions on all renewal quotes in a chart format as compared to the expiring coverage. |
| | Bidder Response: |
| 19. | As requested by Risk Management, obtain clarification regarding coverage or claims questions from insurers, underwriters or adjusters. |
| | Bidder Response: |
| 20. | Review contracts, leases, and agreements for insurance requirements, assumption of liability and other risk management issues as requested. |
| | Bidder Response: |
| 21. | Attend meetings, as requested, with Risk Management, and other representatives of the State and State agencies, insurers, Risk Management's third-party administrators, and others. The location of the meetings will be in either Lincoln or elsewhere in the State depending on State attendees. The Broker, Risk Management and any other applicable agencies will attend. |
| | Bidder Response: |
| 22. | Hold quarterly meetings to review performance against objectives as stated in the annual service plan. The location of the meetings will be in Lincoln. The Broker and Risk Management will attend. |
| | Bidder Response: |
| 23. | Provide evaluation, training, and education relative to loss control, safety, claims management, and related topics in the area of risk management as requested by Risk Management. Must include a specific point of contact (qualified expert) and ability to travel to the State for bi-monthly safety committee meetings and any other specific meeting geared towards loss control, safety, and claims management for the training of State employees and/or the betterment of the State's safety programs. |
| | Bidder Response: |
| 24. | Provide recommendations for State staff as to risk related issues in State contractual arrangements, including but not limited to, review or advice regarding insurance to be required of contractors on various RFPs and construction contracts. |
| | Bidder Response: |
| 25. | Provide actuarial services including at least the following: <ul style="list-style-type: none"> a. An Annual Actuarial Study covering the State's insurance programs and self-insured workers' compensation program; and b. A biennial allocation study covering all insured lines and workers' compensations which provide premium allocation. |
| | Bidder Response: |

F. REPORTING REQUIREMENTS

Bidder should provide a response to each of the following contractor requirements in the space provided below.

| | |
|----|---|
| 1. | <p>Provide annual loss runs for each policy a minimum of 60 calendar days before expiration, including any prior year with open losses. These reports shall reflect claims opened and closed and claims reserved and paid by policy year (including all allocated loss adjustment expenses) until all claims are closed. These reports shall be cumulative for the coverage year and not just activity for the year. At Risk Management’s request, loss runs shall be provided at any time during the year.</p> <p>Information to be reflected on the quarterly report for each individual claim shall include but not be limited to the following:</p> <ul style="list-style-type: none"> a. Date of Loss; b. Status of Claim (open, closed, reopened); c. Brief Description of Loss; d. Name of State Agency; e. Amount of Claim; <ul style="list-style-type: none"> i. Total Incurred; ii. Amount Paid; iii. Amount Reserved; iv. Amount Recovered; v. Amount of Loss Adjustment Expenses; and vi. Net Incurred. |
| | Bidder Response: |
| 2. | <p>Submit a semi-annual stewardship report outlining intended activities on behalf of the State of the upcoming six months, including the status of all items in the prior six months’ reports. Reports shall be provided two weeks after the end of each six month calendar period.</p> |
| | Bidder Response: |

G. BIDDER REQUIREMENTS

Bidder should provide a response to each of the following contractor requirements in the space provided below.

| | |
|----|---|
| 1. | <p>Provide a narrative detailing evidence of the bidder’s ability to deliver the services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.)</p> |
| | Bidder Response: |
| 2. | <p>Provide a narrative that illustrates the bidder’s understanding of the State’s requirements and project schedule. The project schedule should describe how the bidder will propose to bid/set-up the State’s insurance program.</p> |
| | Bidder Response: |
| 3. | <p>Provide a narrative that illustrates how the bidder will complete the scope of services, accomplish required objectives, and meet the State’s project schedule.</p> |
| | Bidder Response: |
| 4. | <p>Provide a narrative that illustrates how the bidder will manage the project, ensure completion of the scope of services, and accomplish contract requirements within the State’s project schedule.</p> |
| | Bidder Response: |
| 5. | <p>Provide a detailed overview of how the bidder proposes to procure and structure the insurance policies listed below. As part of your response, please rank the top five markets for the policies listed, including the AM Best Rating, and identify how those markets are accessed. Describe how the bidder would approach these markets on the State’s behalf.</p> <ul style="list-style-type: none"> a. All-Lines Aggregate Property; b. Government Crime Policy; c. Comprehensive Aviation Policy; d. Errors and Omissions Liability Policy; e. Automobile Liability with Hot Pursuit; f. Stand Alone Terrorism – Property; and g. General Liability Policy for Game and Parks related activities and prescribed burns. (This coverage has not been obtained by the State as of March 1, 2017, but is of potential interests in the future.) |
| | Bidder Response: |

| | |
|----|--|
| 6. | Describe the level of advisory support the State will receive as the State's insurance broker on various risk management issues that may arise during the year, including but not limit to, reviewing insurance requirements in state contracts and coverage questions from Risk Management. |
| | Bidder Response: |
| 7. | Describe the process and time frame for responding to questions from the State. Describe how the bidder will notify the State if additional information and/or time is needed to answer a question. |
| | Bidder Response: |

H. TRANSITION PERIOD

Bidder should provide a response to the following contractor requirement in the space provided below.

| | |
|----|--|
| 1. | The bidder shall provide a plan detailing the transition timeline, including any transition phases. Transition must be completed by December 31, 2017. The plan shall define responsibilities assigned to the contractor and responsibilities assigned to the State. Failure to provide a transition timeline will be reflected in the bidder's score. |
| | Bidder Response: |

I. END OF CONTRACT

Bidder should provide a response to the following contractor requirements in the space provided below.

| | |
|----|---|
| 1. | The Broker shall assist any subsequent broker to ensure a smooth contract transition, including but not limited to, preparing a final report consisting of the results of all projects or activities not completed, and identifying necessary information related to transition issues. The final report shall be delivered no later than two weeks prior to the termination/expiration date. |
| | Bidder Response: |

J. ADDITIONAL SERVICES

Bidder should provide a response to the following contractor requirements in the space provided below.

| | |
|----|---|
| 1. | Describe additional services under the Scope of Work that the bidder may provide in addition to the services requested in this RFP. |
| | Bidder Response: |

K. PAYMENT SCHEDULE

Invoices may be submitted by the Contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved. Payment may be made in quarterly installments.

VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions; format and order:

A. PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM

By signing the "RFP for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP, agrees to the Terms and Conditions stated in this RFP unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The RFP for Contractual Services form should be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award.

Further, Sections II through VII must be completed and returned with the proposal response.

2. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

Include the national account representative(s) name, email address, phone number and cell number.

Outline and briefly discuss the scope of services provided and the approximate percentage of the total business devoted to the type of services requested in this RFP.

b. FINANCIAL STATEMENTS

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The bidder should disclose any and all administrative or judicial action involving claims of fraud, misrepresentation, conversion, mismanagement of funds, dishonesty, deceit, incompetence, malpractice, breach of fiduciary duty, unfair business practices or antitrust violations.

The bidder must disclose any and all bankruptcy, conservation, receivership, supervision or insolvency proceeding.

The State may elect to use a third-party to conduct credit checks as part of the corporate overview evaluation.

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a Subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

g. CONTRACT PERFORMANCE

If the bidder or any proposed Subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder should provide a summary matrix listing the bidder's previous projects similar to this RFP in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder should address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. These descriptions should include:
 - a) The time period of the project;
 - b) The scheduled and actual completion dates;
 - c) The Contractor's responsibilities;

- d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
 - 1). Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.
 - 2). If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.
- ii. Organizational Capabilities
- a) The Annual market volume/premium written by line of coverage (property, crime, public officials, auto liability, etc.) and alternative programs (all-lines aggregate, etc.). The number and size of client accounts for each should also be disclosed.
 - b) Bidder should have experience providing broker of record services for governmental agencies.
 - c) Bidder should have experience providing all-lines aggregate programs and must identify whether this accomplished through a proprietary all-lines product or through use of a third party.
 - d) Bidders should describe and demonstrate their expertise and experience in placing insurance for each of the following lines or exposures and specialized programs, including the number and size of clients currently placed and the volume written:
 - 1). Real Property;
 - 2). Personal Property;
 - 3). Inland Marine;
 - 4). Automobile Liability and Physical Damage;
 - 5). Cyber Liability;
 - 6). Vehicular Pursuit by Law Enforcement;
 - 7). Foster Parent Liability;
 - 8). Fine Arts and Valuable Papers;
 - 9). Excess Coverage;
 - 10). General Liability;
 - 11). Crime Coverage;
 - 12). Recreational Liability;
 - 13). Money and Securities;
 - 14). Public Official Bonds/Fidelity Bonds;
 - 15). Special Events;
 - 16). Specialty Workers' Compensation (i.e. for volunteers of the State);
 - 17). Volunteer Policies;
 - 18). Watercraft Liability;
 - 19). Aviation;
 - 20). Construction Policies;
 - e) Bidder should identify specific insurance markets and insurance companies they have utilized and specific markets and insurance companies which they have access to in connection with governmental or comparable entities and for entities of like size.
 - f) Bidder should demonstrate their knowledge and ability to successfully market and place sophisticated, complex, and innovative insurance programs.
 - g) Bidders should demonstrate their ability to design, implement and assist in managing safety and loss control programs.
 - h) Bidder should supply copies of proposals, marketing summaries, safety or loss control programs, risk assessment reports, and other similar work completed for other clients including at least one government client.

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

The bidder must provide Account Management / Client Service turnover for the current and prior year.

j. SUBCONTRACTORS

If the bidder intends to Subcontract any part of its performance hereunder, the bidder should provide:

- i. name, address, and telephone number of the Subcontractor(s);
- ii. specific tasks for each Subcontractor(s);
- iii. percentage of performance hours intended for each Subcontract; and
- iv. total percentage of Subcontractor(s) performance hours.

Describe overall experience with managing subcontractors for the services as required under this RFP.

Describe bidder's process and criteria for selection of subcontractors.

Describe bidder's process to manage and ensure subcontractor's quality of work and deadlines.

Provide descriptions of the processes used to ensure seamless service by subcontractors to the State of Nebraska.

3. TECHNICAL APPROACH

The technical approach section of the Technical Proposal should consist of the following subsections:

- a. Understanding of the project requirements;
- b. Proposed development approach;
- c. Technical considerations;
- d. Detailed project work plan; and
- e. Deliverables and due dates.

VII. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the State's Cost template. The bidder must submit the State's Cost Proposal template in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

The bidder must use the State's Cost Proposal template contained in this RFP. **THE STATE'S COST PROPOSAL TEMPLATE AND ANY OTHER COST PROPOSAL SUBMITTED WITH ANY PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.**

A. PRICING SUMMARY

This summary shall present the total fixed price (all-inclusive cost structure) to perform all of the requirements of the RFP. The bidder must include details in the State's Cost Proposal template supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

Bidder will be required to comply with Neb. Rev. Stat. § 44-2631, governing the collection of commissions by brokers. Additionally, the State cannot pay any fee based on a percentage or contingency as defined in Neb. Rev. Stat. § 73-202.

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

B. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, 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.

**Form A
Bidder Contact Sheet
Request for Proposal Number 5582 Z1**

Form A should be completed and submitted with each response to this RFP. 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: | |
| Bidder Address: | |
| Contact Person & Title: | |
| E-mail Address: | |
| Telephone Number (Office): | |
| Telephone Number (Cellular): | |
| Fax Number: | |

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: | |
| Bidder Address: | |
| Contact Person & Title: | |
| E-mail Address: | |
| Telephone Number (Office): | |
| Telephone Number (Cellular): | |
| Fax Number: | |

BIDDER SIGNATURE PAGE

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 Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing (see Section II through IV) and certifies that bidder maintains a drug free work place.

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

_____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

_____ 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.

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

| | |
|-------------------------------|--|
| FIRM: | |
| COMPLETE ADDRESS: | |
| TELEPHONE NUMBER: | |
| FAX NUMBER: | |
| DATE: | |
| SIGNATURE: | |
| TYPED NAME & TITLE OF SIGNER: | |

