

**State of Nebraska Department of Environment and Energy
REQUEST FOR PROPOSAL**

REQUEST FOR PROPOSAL NUMBER	RELEASE DATE
RFP WX2024	April 8, 2024
OPENING DATE AND TIME	PROCUREMENT CONTACT
May 28 th , 2024, 4:00 p.m. Central Time	ndee.weatherization@nebraska.gov

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska (State), Department of Environment and Energy (NDEE), is issuing this Request for Proposal (RFP) Number WX2024 for the purpose of selecting a qualified Contractor to provide service and administration for the Weatherization Assistance Program (WAP) in Douglas County of Nebraska. Bidders in order to be eligible as a Subgrantee under this RFP must be a Community Action Agency or public or nonprofit entity. 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. *For federal grant purposes, this contract shall be treated as a subaward involving federal funds. Throughout this RFP, the terms "subaward" and "subaward," and all derivations thereof, are used interchangeably.*

The term of the subaward will be one (1) year commencing upon execution of the subaward by the State and the Bidder(Parties)/notice to proceed, ending June 30th, 2025. The Subaward includes the option to renew annually based on a letter of intent being submitted by the subrecipient to NDEE (in the second full week in January) to continue providing weatherization services in Douglas County and upon mutual agreement of both parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:

<http://dee.ne.gov/>

An optional Pre-Proposal Conference will be held on Thursday, April 18th, 2024 at 3:00 PM at:

Nebraska Department of Environment and Energy
Room: Hearing Room 031
245 Fallbrook Blvd, Suite 100
Lincoln, NE 68521

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, 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 Request for Proposal, and the awarded bidder's proposal and response will be posted to a public website managed by NDEE, which can be found at <http://dee.ne.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 Request for Proposal will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal or response. Bidder 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 file named conspicuously as "PROPRIETARY INFORMATION". The bidder should 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 determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

If the State determines it is required to release withheld 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 Request for Proposal 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 Request for Proposal, specifically waives any copyright or other protection the contract, proposal, or response to the Request for Proposal 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 Request for Proposal, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the Request for Proposal being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the Request for Proposal 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 Request for Proposal, awards, and other documents.

TABLE OF CONTENTS

REQUEST FOR PROPOSAL		i
GLOSSARY OF TERMS		v
ACRONYM LIST		viii
I. PROCUREMENT PROCEDURE		1
A. GENERAL INFORMATION		1
B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS		1
C. SCHEDULE OF EVENTS		1
D. WRITTEN QUESTIONS AND ANSWERS		3
E. PRE-PROPOSAL CONFERENCE		3
F. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS		3
G. ETHICS IN PUBLIC SUBAWARDING		3
H. DEVIATIONS FROM THE REQUEST FOR PROPOSAL		3
I. SUBMISSION OF PROPOSALS		4
J. PROPOSAL PREPARATION COSTS		4
K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL		4
L. PROPOSAL CORRECTIONS		5
M. LATE PROPOSALS		5
N. PROPOSAL OPENING		5
O. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS		5
P. EVALUATION COMMITTEE		5
Q. EVALUATION OF PROPOSALS		5
R. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS		6
S. BEST AND FINAL OFFER		6
T. REFERENCE AND CREDIT CHECKS		7
U. AWARD		7
V. LUMP SUM OR "ALL OR NONE" PROPOSALS		7
W. REJECTION OF PROPOSALS		7
X. RESIDENT BIDDER		7
II. TERMS AND CONDITIONS		8
A. GENERAL		8
B. NOTIFICATION		9
C. BUYER'S REPRESENTATIVE		9
D. GOVERNING LAW (Nonnegotiable)		9
E. DISCOUNTS		9
F. PRICES		10
G. BEGINNING OF WORK & SUSPENSION OF SERVICES		10
H. AMENDMENT		10
I. CHANGE ORDERS OR SUBSTITUTIONS		10
J. RECORD OF VENDOR PERFORMANCE		11
K. CORRECTIVE ACTION PLAN		11
L. NOTICE OF POTENTIAL CONTRACTOR BREACH		11
M. BREACH		11
N. NON-WAIVER OF BREACH		12
O. SEVERABILITY		12
P. INDEMNIFICATION		12
Q. ATTORNEY'S FEES		13
R. PERFORMANCE BOND		13
S. RETAINAGE		13

T.	LIQUIDATED DAMAGES.....	13
U.	ASSIGNMENT, SALE, OR MERGER	14
V.	CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE.....	14
W.	FORCE MAJEURE.....	14
X.	CONFIDENTIALITY	15
Y.	EARLY TERMINATION.....	15
Z.	CONTRACT CLOSEOUT.....	16
III.	SUBRICIPIENT DUTIES	17
A.	INDEPENDENT CONTRACTOR / OBLIGATIONS	17
B.	EMPLOYEE WORK ELIGIBILITY STATUS	18
C.	COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable).....	18
D.	COOPERATION WITH OTHER CONTRACTORS.....	18
E.	PERMITS, REGULATIONS, LAWS.....	19
F.	OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES	19
G.	INSURANCE REQUIREMENTS	19
H.	ANTITRUST	21
I.	CONFLICT OF INTEREST.....	22
J.	STATE PROPERTY	22
K.	SITE RULES AND REGULATIONS	22
L.	ADVERTISING	23
M.	NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable).....	23
N.	DISASTER RECOVERY/BACK UP PLAN	23
O.	DRUG POLICY	23
P.	WARRANTY.....	24
IV.	PAYMENT.....	25
A.	PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)	25
B.	TAXES (Nonnegotiable).....	25
C.	INVOICES	25
D.	INSPECTION AND APPROVAL	25
E.	PAYMENT (Nonnegotiable)	25
F.	LATE PAYMENT (Nonnegotiable).....	25
G.	SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable)	25
H.	RIGHT TO AUDIT (First Paragraph is Nonnegotiable).....	26
V.	PROJECT DESCRIPTION AND SCOPE OF WORK.....	27
A.	PROJECT OVERVIEW	27
B.	PROJECT ENVIRONMENT	27
C.	SUBRECIPIENT ELIGIBILITY AND QUALIFICATIONS	28
D.	SCOPE OF WORK.....	28
E.	TECHNICAL REQUIREMENTS	29
F.	ORGANIZATIONAL CAPACITY	29
G.	REQUIREMENTS	29
H.	DELIVERABLES	310
VI.	PROPOSAL INSTRUCTIONS.....	32
A.	PROPOSAL SUBMISSION	32
	Form A Bidder Proposal Point of Contact	35
	REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM	36

GLOSSARY OF TERMS

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

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.

Automated Clearing House: (ACH) Electronic network for financial transactions in the United States

Award: All purchases, leases, or subawards which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal.

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

Bidder: A subrecipient who submits a bid in response to a written Request for Proposal.

Breach: Violation of a subaward obligation by failing to perform or repudiation of one's own promise.

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 or subaward without expectation of conducting or performing it at a later time.

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

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 administration of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

Contract Period: The duration of the subaward.

Contractor: An individual or entity lawfully conducting business in the State, or licensed to do so, who seeks to provide goods or services under the terms of a written Request for Proposal.

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.

Client Satisfaction: The process of ensuring client satisfaction by providing assistance and advice on those products or services provided by the Subrecipient.

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

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written Request for Proposal or subaward.

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

Evaluation Committee: Individuals selected by the requesting agency for the evaluation of proposals (offers made in response to written Request for Proposals).

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

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

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

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

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

Non-Responsive Proposal: Any proposal that does not comply with the requirements of the Request for Proposal.

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

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

Point of Contact (POC): The person designated to receive communications and to communicate.

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

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 subaward.

Proposal: Bidder's response to a written Request for Proposal.

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

Protest/Grievance: A complaint about a governmental action or decision related to a Request for Proposal or resultant subaward, brought by a bidder who has submitted a bid response by the opening date and time in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Release Date: The date of public release of the written Request for Proposal to seek offers.

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

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

Responsible Subrecipient: A subrecipient 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 Request for Proposal document.

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

Should: Expected; suggested, but not necessarily mandatory.

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

Subcontractor: Individual or entity with whom the subrecipient enters a contract to perform a portion of the work awarded to the subrecipient.

Termination: Occurs when either Party, pursuant to a power created by agreement or law, puts an end to the subaward 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 subrecipient to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Vendor: An individual or entity lawfully conducting business with the State.

Will: See Mandatory/Shall/Will/Must.

Work Day: See Business Day.

viii
ACRONYM LIST

ACH – Automated Clearing House

BAFO – Best and Final Offer

COI – Certificate of Insurance

DAS – Department of Administrative Services

RFP – Request for Proposal

SPB – State Purchasing Bureau

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from a qualified bidder who will be responsible for providing services and administration for the Weatherization Assistance Program (WAP) in Douglas County, Nebraska at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Proposal instructions, and Cost Proposal Requirements may be found in Sections II through O.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this Request for Proposal reside with the Nebraska Department of Environment and Energy. The point of contact (POC) for the procurement is as follows:

RFP Number: WX2024
Agency: Nebraska Department of Environment and Energy
Address: P.O. Box 98922
Lincoln, NE 68509
Point of Contact: Katie Svoboda, Grant Section Supervisor
Telephone: 402-471-3347
E-Mail: ndee.weatherization@nebraska.gov

From the date the Request for Proposal 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 subaward 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 Request for Proposal. The POC will issue any answers, clarifications, or amendments regarding this Request for Proposal in writing. Only the SPB or awarding agency can award a subaward. Bidders shall not have any communication with or attempt to communicate or influence any evaluator involved in this Request for Proposal.

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 subaward.

The State reserves the right to reject a bidder's proposal, withdraw an Intent to Award, or terminate a subaward 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 on the following page, but all dates are approximate and subject to change.

NOTE: All ShareFile links in the Schedule of Events below, are unique links for each schedule step. Please click the correct link for the upload step you are requesting.

Schedule of Events		
ACTIVITY		DATE/TIME
1.	Release RFP	04/08/2024
2.	Pre-Proposal Conference Location: Nebraska Department of Environment & Energy 245 Fallbrook Blvd, Suite 100 Lincoln, NE 68521	04/18/2024
3.	Last day to submit written questions	05/15/2024
4.	State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: http://dee.ne.gov/	05/20/2024
5.	Proposal Opening Location: Nebraska Department of Environment & Energy Conference Room: 104 245 Fallbrook Blvd, Suite 100 Lincoln, NE 68521	05/28/2024 4:00 PM Central Time
6.	Review for conformance to RFP requirements	05/31/2024
7.	Evaluation period	06/3-14/2024
8.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	06/21/2024
9.	Post "Notification of Intent to Award" to Internet at: http://dee.ne.gov/	07/01/2024
10.	Subaward finalization period	07/01/2024 – 08/01/2024
11.	Subaward and start date	08/01/2024

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to Nebraska Department of Environment and Energy and clearly marked "RFP Number WX2024; services and administration for the Weatherization Assistance Program (WAP) in Douglas County, Nebraska 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. Any proposal containing assumptions may be deemed non-responsive. Non-responsive proposals may be rejected by the State. 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.

Any questions you may have regarding this invitation may be submitted to ndee.weatherization@nebraska.gov Final day to submit questions is Wednesday, May 15th, 2024. Written answers will be posted at <http://dee.ne.gov/> per the Schedule of Events.

RFP Section Reference	RFP Page Number	Question

E. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held per the Schedule of Events. Attendance at the pre-proposal conference is optional. Bidders will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the Request for Proposal requirements. Questions that have a material impact on the Request for Proposal or process, and questions that are relevant to all bidders, will be answered in writing and posted at <http://dee.ne.gov/>. An answer must be posted to be binding on the State. The State will attempt to provide verbal answers to questions that do not impact the Request for Proposal or process and are only of interest to an individual bidder during the conference. If a bidder feels it necessary to have a binding answer to a question that was answered verbally, the question should be submitted in writing per the Schedule of Events.

F. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

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 subaward may 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 subaward) 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: <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf> This should be accomplished prior to execution of the subaward.

G. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject proposals, withdraw an intent to subaward, or terminate a subaward if an ethical violation has been committed, which includes, but is 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. Utilizing 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. Colluding 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 proposal, or prejudice the State.

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

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 subaward for the awarded bidder and their subcontractors.

H. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the Request for Proposal (Sections II thru 0) become a part of the terms and conditions of the subaward resulting from this Request for Proposal. Any deviations from the Request for Proposal in Sections II thru 0 must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the

subaward. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this Request for Proposal, means any proposed changes or alterations to either the subaward language or requirements within the scope of this Request for Proposal. The State discourages deviations and reserves the right to reject proposed deviations.

I. SUBMISSION OF PROPOSALS

The State is accepting electronic and written responses submitted in accordance with this RFP. The State will not accept proposals by voice or telephone, unless otherwise explicitly stated in writing by the State.

Pages may be consecutively numbered for the entire proposal or may 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 Technical Proposal should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

It is the bidder's responsibility to ensure the RFP is received hand delivered, mail or email a PDF to ndee.weatherization@nebraska.gov by the date and time indicated in the Schedule of Events. No late proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this RFP to include addenda and/or amendments issued prior to the opening date. The website can be found here: <http://dee.ne.gov/>

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.

ELECTRONIC PROPOSAL FILE NAMES

The bidder should clearly identify the RFP proposal files. To assist in identification the bidder should use the following naming convention:

- i. RFP WX2024, Company Name
If multiple files are submitted for one RFP proposal, add number of files to file names:
RFP WX2024 Company Name File 1 of 2.
RFP WX2024 Company Name File 2 of 2.
- ii. If multiple RFP proposals are submitted for the same RFP, add the proposal number to the file names:
RFP WX2024 Company Name Proposal 1 File 1 of 2.

The "Request for Proposal" form must be signed manually in ink or by DocuSign and returned by the proposal opening date and time along with the bidder's Request for Proposal and any other requirements as stated in the Request for Proposal document in order for the bidder's Request for Proposal response to be evaluated.

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

J. PROPOSAL PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidder's in replying to this Request for Proposal, including any activity related to bidding on this Request for Proposal.

K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

Violation of the terms and conditions contained in this Request for Proposal or any resultant subaward, 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. Negative documentation regarding Vendor Performance,
- 5. Termination of the resulting subaward,
- 6. Legal action; and
- 7. 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.

L. PROPOSAL CORRECTIONS

A bidder may correct a mistake in a proposal prior to the time of opening by uploading a revised and completed proposal if the original proposal was electronically submitted.

1. If a corrected electronic proposal is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted. The corrected proposal file name(s) should be identified as:
 - a. Corrected WX2024 Company Name Proposal #1 File 1 of 2,
 - b. Corrected WX2024 Company Name Proposal #2 File 2 of 2, etc.

Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or subaward conditions. In case of a mathematical error in extension of price, unit price shall govern.

M. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will not be considered. The State is not responsible for proposals that are late or lost regardless of cause or fault.

N. 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. Proposals will be posted to the State Purchasing Bureau website once an 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.

O. 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 form signed manually in ink or by DocuSign;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections II thru O;
5. Completed Technical Approach; and
6. Completed State Cost Proposal Template.

P. EVALUATION COMMITTEE

Proposals are evaluated by members of an Evaluation Committee. The Evaluation Committee will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not be public information.

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

Q. EVALUATION OF PROPOSALS

All proposals that are responsive to the Request for Proposal and fulfill all mandatory requirements 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 may 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 Request for Proposal;
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - c. whether the bidder can perform the subaward within the specified time frame;
 - d. the bidder's historical or current performance; and
 - e. such other information that may be secured and that has a bearing on the decision to award the subaward.

In evaluating the corporate overview, the State may consider, past experiences with the vendor, references, the State's record of the vendor which may include, but is not limited to Vendor Performance Notices, Vendor Improvement Requests, vendor performance reports, and any information related to the vendor's historical or current character, integrity, reputation, capability, or performance with the State or a third-party.

2. Technical Approach

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 subaward 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 (a) of this paragraph and (ii) the management and daily business operations of the business are controlled by one or more persons described in (a) of this paragraph. 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 Request for Proposal cover page under "Bidder must complete the following" requesting priority/preference to be considered in the award of this subaward, the following will need to be submitted by the bidder 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.

R. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee may determine after the completion of the Technical evaluation that oral interviews/presentations and/or demonstrations are required. 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. 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.

S. BEST AND FINAL OFFER

The State reserves the right to conduct more than one BAFO or to not offer every bidder an opportunity to submit a BAFO. If requested by the State, the BAFO must be submitted on the BAFO Cost Proposal form and in accordance with the State's instructions. Failure to submit a requested BAFO or failure to submit a BAFO in accordance with the

State's instructions may result in rejection of the bidder's entire proposal response. BAFOs may be scored and ranked by the Evaluation Committee.

T. 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 Request for Proposal, 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 subaward.

U. AWARD

The State reserves the right to evaluate proposals and award subawards in a manner 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 Request for Proposal process, the State of Nebraska may take one or more of the following actions:

1. Amend the Request for Proposal,
2. Extend the time of or establish a new proposal opening time,
3. Waive deviations or errors in the State's Request for Proposal process and in bidder proposals that are not material, do not compromise the Request for Proposal 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 Request for Proposal;
7. Elect to rebid the Request for Proposal;
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

The Request for Proposal does not commit the State to award a subaward. Once intent to award decision has been determined, it will be posted to the Internet at:

<http://dee.ne.gov/>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at:

https://das.nebraska.gov/materiel/docs/pdf/ProtestGrievanceWithGuidance_08042021.pdf

V. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, in the best interest of the State.

W. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 & 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the subaward. The provision of this preference shall not apply to any subaward for any project upon which federal funds would be withheld because of the provisions of this preference.

II. TERMS AND CONDITIONS

Bidders should complete Sections II thru 0 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 Request for Proposal, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this Request for Proposal. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this Request for Proposal.

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

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

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

A. GENERAL

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

1. The subaward resulting from this Request for Proposal shall incorporate the following documents:
 - a. Request for Proposal, including any attachments and addenda;
 - b. Amendments to the Request for Proposal;
 - c. Questions and Answers;
 - d. Bidder's properly submitted proposal, including any terms and conditions or agreements submitted by the bidder; and
 - e. Amendments and Addendums to the Subaward.

These documents constitute the entirety of the subaward.

Unless otherwise specifically stated in a future award 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 or Addendum to the executed Subaward with the most recent dated amendment or addendum having the highest priority, 2) Amendments to the Request for Proposal, 3) Questions and Answers, 4) the original Request for Proposal document and any Addenda or attachments, and 4) the Bidder's submitted Proposal, including any terms and conditions or agreements submitted by the that are accepted by the State.

For the avoidance of doubt, unless otherwise explicitly and specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State and, shall always control over any terms and conditions or agreements submitted or included by the Bidder.

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

B. NOTIFICATION

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

Bidder and State shall identify the individual who shall serve as the point of contact for the executed subaward.

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

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. BUYER'S REPRESENTATIVE

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

D. GOVERNING LAW (Nonnegotiable)

Notwithstanding any other provision of this subaward, 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 subaward is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this subaward 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 subaward 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 subaward, 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 subaward, 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 subaward are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

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

E. DISCOUNTS

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

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

F. BEGINNING OF WORK & SUSPENSION OF SERVICES

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

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

The State may, at any time and without advance notice, require the Subrecipient to suspend any or all performance or deliverables provided under this subaward. In the event of such suspension, the Subaward Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Subrecipient shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Subrecipient with written notice that such performance or deliverables may resume, in whole or in part.

G. AMENDMENT

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

H. CHANGE ORDERS OR SUBSTITUTIONS

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

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

The Subrecipient 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 Subrecipient 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 Subrecipient's proposal, were foreseeable, or result from difficulties with or failure of the Subrecipient's proposal or performance.

No change shall be implemented by the Subrecipient until approved by the State, and the subaward 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 subaward and law.

***Subrecipient **will not substitute any item that has been awarded without prior written approval** ***

I. RECORD OF SUBRECIPIENT PERFORMANCE

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

The State may document the subrecipient’s performance, which may include, but is not limited to, the customer service provided by the subrecipient, the ability of the subrecipient, the skill of the Subrecipient, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, subaward, and/or Request for Proposal specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the subrecipient outlining any issues the State has regarding the Subrecipient’s performance for a specific contract (“Subrecipient Performance Notice”). The State may also document the Subrecipient’s performance in a report, which may or may not be provided to the Subrecipient. The Subrecipient shall respond to any Subrecipient Performance Notice or Subrecipient Improvement Request in accordance with such notice or request. At the sole discretion of the State, such Subrecipient Performance Notices and Subrecipient Improvement Requests may be placed in the State’s records regarding the Subrecipient and may be considered by the State and held against the Subrecipient in any future contract or award opportunity.

J. CORRECTIVE ACTION PLAN

If Subrecipient is failing to meet the Scope of Work, in whole or in part, the State may require the Subrecipient to complete a corrective action plan (“CAP”). The State will identify issues with the Subrecipient’s performance and will set a deadline for the CAP to be provided. The Subrecipient must provide a written response to each identified issue and what steps the Subrecipient will take to resolve each issue, including the timeline(s) for resolution. If the Subrecipient fails to adequately provide the CAP in accordance with this section, fails to adequately resolve the issues described in the CAP, or fails to resolve the issues described in the CAP by the relevant deadline, the State may withhold payments and exercise any legal remedy available.

K. NOTICE OF POTENTIAL SUBRECIPIENT BREACH

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

If Subrecipient breaches the subaward or anticipates breaching the subaward, the Subrecipient 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 subaward. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

L. BREACH

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

Either Party may terminate the subaward, in whole or in part, if the other Party breaches its duty to perform its obligations under the subaward 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 email to the Subrecipient’s point of contact with

acknowledgement from the Subrecipient, Certified Mail - Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of subaward does not waive the right to immediately terminate the subaward for the same or different subaward breach which may occur at a different time. In case of default of the Subrecipient, the State may subaward the service from other sources and hold the Subrecipient responsible for any excess cost occasioned thereby.

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

M. NON-WAIVER OF BREACH

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

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.

N. SEVERABILITY

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

If any term or condition of the subaward 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 subaward did not contain the provision held to be invalid or illegal.

O. INDEMNIFICATION

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

1. GENERAL

The Subrecipient 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 Subrecipient, its employees, Subcontractors, consultants, representatives, and agents, resulting from this subaward, except to the extent such Subrecipient liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Subrecipient 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 Subrecipient or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Subrecipient prompt notice in writing of the claim. The Subrecipient 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 Subrecipient has indemnified the State, the Subrecipient shall, at the Subrecipient'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 Subrecipient, and the State may receive the remedies provided under this Request for Proposal.

3. PERSONNEL

The Subrecipient 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 Subrecipient.

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

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.

P. ATTORNEY'S FEES

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

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

Q. ASSIGNMENT, SALE, OR MERGER

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

The State shall have the right to assign or transfer the subaward or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

The Subrecipient may not assign, voluntarily or involuntarily, the subaward or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

R. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE

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

The Subrecipient may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(3), to use this subaward. The terms and conditions, including price, of the subaward may not be amended. The State shall not be contractually obligated or liable for any subaward entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Subrecipient may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this subaward. The terms and conditions, including price, of this subaward shall apply to any such subaward, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any subaward entered into pursuant to this clause. The State shall be notified if a subaward is executed based upon this subaward.

S. FORCE MAJEURE

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

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 subaward due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event") that was not foreseeable at the time the Subaward was executed. The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

T. CONFIDENTIALITY

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

All materials and information provided by the State or acquired by the Subrecipient on behalf of the State 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 Subrecipient, the Subrecipient shall notify the other State immediately of said breach and take immediate corrective action.

All Subrecipients must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Recipients are required to state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. This provision shall survive termination of this subaward.

It is incumbent upon the Subrecipient 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.

U. EARLY TERMINATION

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

The subaward may be terminated as follows:

1. The State and the Subrecipient, by mutual written agreement, may terminate the subaward, in whole or in part, at any time.
2. The State, in its sole discretion, may terminate the subaward, in whole or in part, for any reason upon thirty (30) calendar day's written notice to the Subrecipient. Such termination shall not relieve the Subrecipient of warranty or other service obligations incurred under the terms of the subaward. In the event of termination, the Subrecipient 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 subaward, in whole or in part, immediately for the following reasons:
 - a. if directed to do so by statute,
 - b. Subrecipient 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 Subrecipient or of any substantial part of the Subrecipient's assets has been appointed by a court,

- d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the subaward by its Subrecipient, its employees, officers, directors, or shareholders,
- e. an involuntary proceeding has been commenced by any Party against the Subrecipient 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 Subrecipient has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Subrecipient has been decreed or adjudged a debtor,
- f. a voluntary petition has been filed by the Subrecipient under any of the chapters of Title 11 of the United States Code,
- g. Subrecipient intentionally discloses confidential information,
- h. Subrecipient has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

V. SUBAWARD CLOSEOUT

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

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

1. The Subrecipient will not incur new obligations after the termination or completion of the subaward, and shall cancel as many outstanding obligations as possible. The State shall give full credit to Subrecipient for the federal share of non-cancelable obligations properly incurred by Subrecipient prior to termination, and costs incurred on, or prior to, the termination or completion date.
2. Transfer all completed or partially completed deliverables to the State,
3. Immediately return to the State any unobligated balance of cash advanced or shall manage such balance in accordance with State instructions,
4. Within a maximum of 90 days following the date of expiration or completion, Subrecipient shall submit all financial, performance, and related reports required by the Subrecipient Reporting Requirements. The State reserves the right to extend the due date for any report and may waive, in writing, any report it considers to be unnecessary.,
5. Cooperate with any successor Subrecipient, person or entity in the assumption of any or all of the obligations of this subaward,
6. Cooperate with any successor Subrecipient, person or entity with the transfer of information or data related to this subaward,
7. Return or vacate any state owned real or personal property; and,
8. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Subrecipient to surrender intellectual property, real or personal property, or information or data owned by the Subrecipient for which the State has no legal claim. Additionally, Close-out of this subaward shall not affect the retention period for, or state or federal rights of access to, Subrecipient records, or Subrecipient's responsibilities regarding property or with respect to any program income for which Subrecipient is still accountable under this subaward. If no final audit is conducted prior to close-out, the State reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted at a later time.

III. SUBRECIPIENT DUTIES

A. INDEPENDENT ENTITY / OBLIGATIONS

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

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

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

The Subrecipient shall secure, at its own expense, all personnel required to perform the services under the subaward. The personnel the Subrecipient uses to fulfill the subaward 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 bidder'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 Subrecipient to the subaward shall be employees of the Subrecipient or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Subrecipient or a subcontractor to fulfill the terms of the subaward shall remain under the sole direction and control of the Subrecipient or the subcontractor respectively.

With respect to its employees, the Subrecipient 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 Subrecipient's employees, including all insurance required by state law,
3. Damages incurred by Subrecipient's employees within the scope of their duties under the subaward,
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Subrecipient's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Subrecipient, its officers, agents, or subcontractors or subcontractor's employees).

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

The State reserves the right to require the Subrecipient to reassign or remove from the project any Subrecipient or subcontractor employee.

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

The Subrecipient 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 Subrecipient is an individual or sole proprietorship, the following applies:

1. The Subrecipient must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed United States Attestation Form should be submitted with the Request for Proposal response.
3. If the Subrecipient indicates on such attestation form that he or she is a qualified alien, the Subrecipient agrees to provide the US Citizenship and Immigration Services documentation required to verify the Subrecipient’s lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Subrecipient understands and agrees that lawful presence in the United States is required, and the Subrecipient may be disqualified or the subaward 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 (Nonnegotiable)

The Subrecipient 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 Subrecipients 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 Subrecipient guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of subaward. The Subrecipient shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Request for Proposal.

D. COOPERATION WITH OTHER SUBRECIPIENTS

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

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

E. PERMITS, REGULATIONS, LAWS

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

The award 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 subaward. The Subrecipient shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the award. The Subrecipient must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this subaward.

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 Subrecipient on behalf of the State pursuant to this subaward.

The State shall own and hold exclusive title to any deliverable developed as a result of this subaward. Subrecipient 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 Subrecipient shall throughout the term of the subaward maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Subrecipient shall not commence work on the subaward until the insurance is in place. If Subrecipient subcontracts any portion of the Subaward the Subrecipient must, throughout the term of the subaward, 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 Subrecipient 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 Subrecipient 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 Subrecipient to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Subrecipient hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the subaward or with in one (1) year of termination or expiration of the subaward, the subrecipient shall obtain an extended discovery

or reporting period, or a new insurance policy, providing coverage required by this subaward for the term of the subaward and one (1) year following termination or expiration of the subaward.

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

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

1. WORKERS' COMPENSATION INSURANCE

The Subrecipient shall take out and maintain during the life of this subaward the statutory Workers' Compensation and Employer's Liability Insurance for all of the subrecipient's employees to be engaged in work on the project under this subaward and, in case any such work is sublet, the Subrecipient 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 Subrecipient shall take out and maintain during the life of this subaward such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Subrecipient and any Subcontractor performing work covered by this subaward from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this subaward, whether such operation be by the Subrecipient 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, Subcontractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the subaward 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 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$10,000 any one person
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Coverage A	Statutory
Coverage B	Statutory
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$1,000,000 per occurrence
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	
"The State of Nebraska, Certificate holder is additionally insured, primary & noncontributory on the General Liability."	

3. EVIDENCE OF COVERAGE

The Subrecipient shall furnish the Grantee, via email, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Nebraska Department of Environment and Energy
 Attention: Weatherization Program
 RFP #WX2024
 245 Fallbrook Blvd, Suite 100
 Lincoln NE 68521

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 Subrecipient to maintain such insurance, then the Subrecipient shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the subaward manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

H. ANTITRUST

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

The Subrecipient hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this subaward 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 no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

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

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

J. STATE PROPERTY

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

The Subrecipient shall be responsible for the proper care and custody of any State-owned property which is furnished for the Subrecipient's use during the performance of the subaward. The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient.

L. ADVERTISING

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

The Subrecipient agrees not to refer to the subaward in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)

1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Subaward, Subrecipient understands and agrees that if the Subrecipient is providing a product or service that contains ICT, as defined in subsection III.M.3 (below) and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Subrecipient may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.
3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Subrecipient hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a Subrecipient.

N. DISASTER RECOVERY/BACK UP PLAN

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

The Subrecipient shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State thirty (30) days after the subaward start date, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the subaward in the event of a disaster.

O. DRUG POLICY

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

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

P. WARRANTY

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

Despite any clause to the contrary, the Subrecipient represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Subrecipient shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Subrecipient is unable to perform the services as warranted, Subrecipient shall reimburse the State all fees paid to Subrecipient for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

Q. TIME IS OF THE ESSENCE

Time is of the essence with respect to Subrecipient's performance and deliverables pursuant to this Subaward. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirements of timely performance of any obligations on the part of the Subrecipient's remaining performance.

IV. PAYMENT

- A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)**
Pursuant to Neb. Rev. Stat. § 81-2403, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”
- B. TAXES (Nonnegotiable)**
The State is not required to pay taxes and assumes no such liability as a result of this Request for Proposal. Any property tax payable on the Subrecipient’s equipment is the responsibility of the Subrecipient.
- C. INVOICES**

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

Invoices for payments must be submitted by the Subrecipient to the agency requesting the services with sufficient detail to support payment. NDEE uses a secure online reimbursement submittal database that Subrecipients submit Building Check and Job Order (BCJO) documentation that itemizes the cost of production for each specific dwelling unit that has been weatherized. The terms and conditions included in the subrecipient’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 subaward. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

D. INSPECTION AND APPROVAL

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

Final inspection and approval of all work required under the subaward shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Subrecipient or Subcontractor duties under the subaward are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

- E. PAYMENT (Nonnegotiable)**
State will render payment to Subrecipient when the terms and conditions of the subaward and specification have been substantially completed on the part of the Subrecipient as solely determined by the State Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State will require the Subrecipient to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Subrecipient prior to the Effective Date of the subaward, and the Subrecipient hereby waives any claim or cause of action for any such services.
- F. LATE PAYMENT (Nonnegotiable)**
The Subrecipient may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).
- G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable)**
The State’s obligation to pay amounts due on the Subrecipients for fiscal years following the current fiscal year is contingent upon Federal appropriation of funds. Should said funds not be appropriated, the State may terminate the

subaward with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Subrecipient 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 Subrecipient 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 Subrecipient be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

Subrecipient shall establish and maintain a reasonable accounting system that enables the State to readily audit the subaward. The State shall have the right to audit the Subrecipient 's performance of this subaward upon a thirty (30) days' written notice. Subrecipient shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the subaward (Information) to enable the State to audit the subaward. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit, and the Subrecipient shall maintain, the Information during the term of the subaward and for a period of five (5) years after the completion of this subaward or until all issues or litigation are resolved, whichever is later. The Subrecipient shall make the Information available to the State at Subrecipient's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Subrecipient so elects, the Subrecipient 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 subaward, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Subrecipient be required to create or maintain documents not kept in the ordinary course of Subrecipient's business operations, nor will Subrecipient be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Subrecipient.

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

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 [Choose and insert percentage between one-half of one percent to three (3) percent] (This is the acceptable range based on industry standard, start at .5% and go no higher than 3%) (.5% to 3%) of the total subaward billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Subrecipient, the Subrecipient 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 Subrecipient agrees to correct any material weaknesses or condition found as a result of the audit.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder should provide the following information in response to this Request for Proposal.

A. PROJECT OVERVIEW

The Nebraska Department of Environment and Energy (NDEE) administers the federally funded Nebraska Weatherization Assistance Program (NeWAP) (10 CFR 440) for the state of Nebraska. Weatherization services are delivered to eligible Subrecipients by sub-grantees who serve defined regional areas. The federal Weatherization Assistance Program was created in 1976 to assist low-income families who lacked resources to invest in energy efficiency.

The mission of the NeWAP program is to reduce energy costs for low-income families, particularly for the elderly, people with disabilities and young children, by improving the energy efficiency of their home while ensuring their health and safety. Funds are used to improve the energy efficiency of the low-income homes using the most advanced technologies and diagnostic testing protocols available in the energy efficiency retrofit industry. In addition to the comfort, health benefits, and energy savings for the household, the energy conservation resulting from the efforts of the state and local agencies helps our country to reduce its dependence on foreign oil and our carbon footprint.

Professionally trained Weatherization staff use computerized energy audits and advanced diagnostic equipment such as blower doors, manometers, and infrared cameras to determine the most cost-effective measures appropriate for each home. Typical measures may include adding insulation; sealing ducts; tuning and/or replacing heating and cooling systems; reducing air infiltration; and reducing electric base load consumption. All weatherization measures installed must be determined cost-effective based on a Savings-to-Investment Ratio (SIR) of the work. "Cost-effective" means each individual measure must meet or exceed the SIR requirement of the measure funding source and the "overall" package of measures installed in a home must have an SIR which meets or exceeds 1.0. This ensures that the combined package of installed materials will result in energy cost savings over the lifetime of the measure(s), discounted to present value, equals or exceeds the costs of materials, installation and on-site supervisory personnel as defined by the Department of Energy (DOE) and calculated using the NeWAP approved energy auditing program.

B. PROJECT ENVIRONMENT

The NeWAP currently operates under two (2) annual federally funded programs and one (1) Supplemental federally funding programs. One of the annual funding programs is the DOE Weatherization Assistance Program and the other is the Department of Health and Human Services Low-Income Home Energy Assistance Program (LIHEAP). The LIHEAP funds are operated under the DOE work standards and regulations in the State of Nebraska. The two programs are operated in Nebraska through Federal pass-through funds to the Nebraska Department of Environment and Energy who administers the funds. DOE Bipartisan Infrastructure Law (BIL) Weatherization Assistance Program is the supplemental federally funded program.

C. SUBRECIPIENT ELIGIBILITY AND QUALIFICATIONS

Subrecipients must meet each of the following minimum threshold criteria to be considered for funding. Subrecipients that do not provide sufficient information to determine that the minimum thresholds are met will be disqualified and not considered for funding.

1. Subrecipient must submit proof of being a Community Action Agency, non-profit or public entity. (10 CFR Part 440.15 (a)(1).
2. Subrecipient must submit proof of current registration as a charitable organization with the Nebraska Secretary of State's Office, covering the fiscal year ending in 2022 or 2023 or proof of exemption therefrom. Verification should be in the form of a copy of a current Certificate of Good Standing from the Secretary of State's Office.
3. Subrecipient must submit a copy of their IRS 501(C)(3) tax exemption letter.
4. Subrecipient's that have previously been awarded NeWAP funds must provide an independent CPA auditor's report (Audit) conducted in accordance with Government Auditing Standards (GAS). The Audit will include an independent auditor's report on the following: 1) financial statements; and 2) Internal Control over financial reporting and compliance. If the Subrecipient expended \$750,000 or more in a year in federal funds a Single Audit is required pursuant to OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements 2 CFR 200 Subpart F: Audit Requirements. Subrecipient shall submit the most recent audit available.
5. Subrecipient that did not receive NeWAP funds in PY2021-2022 or PY2022-2023, the subrecipient must provide either an audit to the above standards or an independent CPA's review if financial statements in accordance with item 4 above.
6. For Subrecipients with a Single Audit, provide proof that the Audit Report was submitted to the Federal Audit Clearinghouse (FORM SF-SAC) as required by 2 CFR Part 200-Subpart F.

Note: The following types of Audit findings may disqualify a Subrecipient from receiving funding:

- a) Repeat and unresolved audit findings.
 - b) Failure to comply with the requirements of 2 CFR Part 200-Uniform (for those Subrecipients that expended \$750,000 or more in federal funding).
 - c) Failure to submit a Management Response letter if reference in the audit as a separate communication.
7. Submit copies of EPA RRP Certification for all field staff and/or Certified Firm status.
 8. Submit copies of Building Performance Institute (BPI) Quality Control Certification (QCI) for all certified technical staff as required under Weatherization Program Notice 22-4 and/or the bidder's plan for securing a QCI certified within six (6) months of award.
 9. Subrecipient must be in "good standing" as of the date this RFP is issued. In order to be in good standing , must not have been "suspended", or "debarred", or have been issued a HUD's Limited Denial of Participation status by NDEE and/or other funding sources. Subrecipients must provide a print screen from the Excluded Parties List System at <https://www.sam.gov/portal/public/SAM/> as proof of compliance with this threshold requirement.
 10. Sub recipient must report any and all funds received from other federal, state, local or tribal government funding sources as evidenced by the most current monitoring letter from said entities that Subrecipient are in good standing with their programs.
 11. Subrecipients must not have repeat or unresolved financial audit findings as determined by Nebraska Department of Environment and Energy (NDEE).
 12. Subrecipients must describe any material, current or pending litigation, administrative proceedings, or investigations that could affect the reputation or financial viability of the organization.

D. SCOPE OF WORK

Nebraska relies on a network of eight (8) subgrantees, all of which have extensive experience in delivering weatherization and affordable housing services in their designated service areas. Subgrantees provide energy efficiency weatherization services using their own trained crews and by subcontracting work to qualified

subcontractors. Energy efficiency measures financed through the program can range from air sealing and insulating single-family homes to the replacement of heating systems in apartment buildings. The program assists all types of housing units, including single- and multi-family housing, manufactured housing, and group homes. The NDEE will allocate program funds in accordance with the NeWAP State Plan.

E. TECHNICAL REQUIREMENTS

Under DOE 10 CFR 440 and WPN 22-4 requirements and guidelines for the Weatherization Assistance Program a Subrecipient shall have the certifications to perform quality control Inspection (QCI) on dwellings being weatherized. Quality Control Inspectors (QCI) working for, or Subcontracted in the NeWAP, must possess the knowledge, skills and abilities in the National Renewable Energy Laboratory (NREL) Job Task Analysis (JTA) for Quality Control Inspectors. A certified QCI must sign off on completed homes before the home can be submitted for reimbursement.

The bidder shall also demonstrate weatherization and/or energy efficiency program experience, ability, and readiness by describing their organization's crew or subcontractor experience in performing the types of work required under the NeWAP. The bidder shall provide information on the relevant experience of technical staff who they propose will be performing Energy Audits, QCIs and working as Installers and Crew Chiefs. Additionally, in the case of QCIs, their current certification status and/or the bidder's plan for securing a QCI certified within six (6) months of award.

F. ORGANIZATIONAL CAPACITY

Subrecipient is responsible for administering the program within Douglas County, NE. Bidder must provide information on Management and Administrative experience and credentials to perform the Weatherization Assistance Program. This will include years of experience of Executive Director, Weatherization Program Manager, and Fiscal Manager and staff.

G. REQUIREMENTS (REQUIRED)

Subrecipient must comply with all applicable federal, state, and local codes, statues, laws and regulations that include but are not limited to:

1. PROGRAM REGULATIONS, REQUIREMENTS AND GUIDANCE

a. Federal

- ◆ Federal Regulations 10 CFR 440 – *Weatherization Assistance Program for Low-Income Persons*
- ◆ 2 CFR §200 Office of Management and Budget (OMB); *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule*
- ◆ All active Department of Energy (DOE) Weatherization Program Notices (WPN) and Memos
- ◆ *Americans with Disabilities Act* (42 USC 12101 et seq.)
- ◆ *Drug-Free Workplace Act of 1988* (Pub. L. 100-690, Title V, Subtitle B.)
- ◆ 24 CFR 84.21 "*Standards for Financial Management Systems*"
- ◆ *Title VI of the Civil Rights Act of 1964*, as amended (42 USC 2000d et seq. and 24 CFR Part 1); *Title VIII of the Civil Rights Act of 1968* (Pub. L. 90-284)
- ◆ *Fair Housing Act* (42 USC 3601 et seq.)
- ◆ *Age Discrimination Act of 1975*, as amended (42 USC 6101 et seq.)
- ◆ *Fair Labor Standards Act of 1938*, as amended (29 USC 201 et seq.)
- ◆ *Anti-Kickback Act of 1986* (41 USC §51-58)
- ◆ *Lead Based Paint Poisoning Act* (42 U.S.C. § 4822 and 24 CFR Part 35)

b. State of Nebraska

<https://neo.ne.gov/programs/wx/wx-resources.html>

- ◆ Nebraska Department of Environment and Energy Current State Plan
- ◆ Nebraska Department of Environment and Energy Field Guide & Installation Standards
- ◆ Nebraska Department of Environment and Energy Policies and Procedures
- ◆ Nebraska Department of Environment and Energy active Weatherization Program Bulletins (WPB)

- ◆ *State Contract Claims Act, Rev. Stat. §§81-8.302 to 81-8.306 (1996)*

2. REIMBURSEMENTS AND FINANCIAL REPORTING

Payment is by submittal of reimbursement requests on a monthly basis. Subgrantees are required to submit reimbursement requests for payment by the 10th of each month for production completed the prior month.

Advance payments are allowed under federal regulations in 2 CFR 200.305 and the Grantee (NDEE) must have a mechanism for repayment of advances. NDEE has an approved advance mechanism that is included in the Subaward to Subgrantees, which they must follow if requesting advance payments.

H. DELIVERABLES

Subrecipient will be responsible for providing weatherization services to the number of living units based on the approved state plan funding allocation for Douglas County while maintaining each funding source’s average cost per unit (ACPU).

Average Cost Per Unit Calculation: Total Weatherization Costs (Labor, Material & Program Support) divided by the number of completed weatherization units. ACPU amount will increase annually.

Department of Energy (DOE) Allocation Table (Estimated)

NeWAP is required to obtain a statewide Average Cost Per Unit (ACPU) of \$8,497 for PY24/25. Subrecipient will be required to maintain a reasonable ACPU for work completed in Douglas County and weatherize 32 Units based on the following funding allocation.

Grant Period: August 1, 2024 – June 30, 2025

Weatherization (Labor, Material & Program Support)	\$ 483,241.65
Health & Safety Cost	\$ 110,672.00
Liability Insurance	\$ 8,979.77
CPA Audits	\$ 1,500.00
Training & Technical Assistance	\$ 100,477.48
Weatherization Readiness Funds	\$ 98,665.57
Administrative Costs	\$ 92,389.96
Total Allocation	\$ 895,926.43

PY24/25 DOE ACPU	Production Goal
\$ 8,497.00	32 Units

Department of Energy (DOE) Bipartisan infrastructure Law (BIL) Allocation Table

*Supplemental Funds

NeWAP maintains a statewide Average Cost Per Unit (ACPU) of \$8,497 for PY24/25. Subrecipient will be required to maintain a reasonable ACPU for work completed in Douglas County and weatherize 109 Units based on the following funding allocation.

Grant Period: August 1, 2024 – June 30, 2027

** Only 50% of funding has been awarded to NeWAP. Remaining funds will be released upon NeWAP meeting production and monitoring requirements.*

Weatherization (WX) (Labor, Material & Program Support)	\$ 932,004.00
Health & Safety Cost	\$ 214,333.38
Liability Insurance	\$ 16,743.28
CPA Audit	\$ 1,500.00
Training & Technical Assistance	\$ 183,526.30
Administrative Costs	\$ 3750.00
Total Allocation	\$ 1,548,098.32

BIL ACPU	Production Goal
\$ 8,497	109 WX Units

Low Income Home Energy Assistance Program (LIHEAP) Allocation Table (Estimated)

NeWAP maintains a statewide Average Cost Per Unit (ACPU) of \$10,000. Subrecipient will be required to maintain a reasonable ACPU for work completed in Douglas County and weatherize 51 Units and complete 39 Heating-Cooling Repair and Replacement units based on the following funding allocation.

Grant Period: August 1, 2024 – December 31, 2025 (6-month Grant Extension Available)

Weatherization (WX) (Labor, Material & Program Support)	\$ 510,633.93
Health & Safety Cost	\$ 144,024.96
Heating-Cooling Repair & Replacement Assistance (HCRRA)	\$ 236,696.77
Liability Insurance	\$ 10,459.04
CPA Audit	\$ 1,500.00
Training & Technical Assistance	\$ 21,875.00
Administrative Costs	\$ 88,761.29
Total Allocation	\$ 1,013,950.99

LIHEAP ACPU	Production Goal
\$ 10,000.00	51 WX Units
	39 HCRRA Units

PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Technical 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:

TECHNICAL PROPOSAL SUBMISSION

The Technical Proposal shall consist of three (3) sections:

1. "State of Nebraska Request for Proposal for Subaward" form, signed in ink;
2. Corporate Overview; and
3. Technical Approach.

REQUEST FOR PROPOSAL FORM

By signing the "Request for Proposal for Subaward" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal unless otherwise agreed to, and certifies bidder maintains a drug free workplace environment.

The Request for Proposal for Subaward form must be signed in ink and returned by stated date and time in order to be considered for an award.

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 (Community Action Agency, non-profit or public entity. 10 CFR 440 a 15 (a)(1)) 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.

b. FINANCIAL STATEMENTS

The bidder must 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.

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 bidder(s) will require notification to the State.

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a subaward 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 or subaward 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. SUBAWARD 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 and/or subaward 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 Request for Proposal 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 Request for Proposal. These descriptions should include:
 - a) The time period of the project,
 - b) The scheduled and actual completion dates,
 - c) The bidder'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 Subrecipient or as a subcontractor. If a bidder performed as the prime Subrecipient, 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.
- ii. Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as subcontractor projects.
- iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the bidders above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

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 subaward resulting from this Request for Proposal. 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 Request for Proposal 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.

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.

4. 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;
- e.** Deliverables and due dates;
- f.** Demonstrating and understanding of the federal requirements of the program; and
- g.** Documentation of all required certifications to meet program requirements.

Form A
Bidder Proposal Point of Contact
Request for Proposal Number WX2024

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the 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:	

REQUEST FOR PROPOSAL FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal 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, certifies that bidder maintains a drug free workplace, and certifies that bidder is not owned by the Chinese Communist Party.

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

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

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

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

FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

BIDDER:	
COMPLETE ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
DATE:	
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	