



Where your future begins

**PUBLIC NOTICE
NEBRASKA VR 2026 SUMMER TRANSITION PROGRAM
RELEASE DATE: JANUARY 8, 2026
SUBMISSION DEADLINE: FEBRUARY 24, 2026**

Nebraska Vocational Rehabilitation (VR) is soliciting proposals for up to \$49,000 for the development and implementation of innovative short-term programs focused on Work-Based Learning Experiences for students with disabilities during the summer of 2026. Nebraska VR intends to contract with qualified applicants for up to four (4) months to develop and implement Work-Based Learning Experiences for eligible and potentially eligible students with disabilities, aged 14-21 years old enrolled during the 2026-2027 school year.

Proposal requirements are available at <http://www.vr.nebraska.gov>. Proposals are due by 5 pm CT on 2/24/2026 to Nebraska VR at lupe.stevens@nebraska.gov.

Nebraska VR will host an Informational Meeting for those interested in submitting a proposal to address questions about the proposal requirements.

When: Wednesday, January 22, 2026

Time: 3:30-4:30 pm CT/2:30-3:30 pm MT

Attend via Zoom at the following link:

Join Zoom Meeting:

<https://educationne.zoom.us/j/94389806546?pwd=UMZXWQmroBugYOQNoAEjxPCxfAdXRs.1>

If you require accommodations for the Informational Meeting, contact Lupe Stevens, lupe.stevens@nebraska.gov, **at least three (3) days ahead of the meeting.**

NEBRASKA VR
2026 SUMMER TRANSITION PROGRAM
RELEASE DATE: JANUARY 8, 2026
SUBMISSION DEADLINE: FEBRUARY 24, 2026

Intent

Nebraska Vocational Rehabilitation (VR) is seeking proposals for the development and implementation of summer transition programs focused on providing work-based learning experiences for students with disabilities during the summer of 2026. Proposals cannot exceed \$49,000.

Nebraska VR intends to award contracts to ensure students from across the state are provided an opportunity to participate in a summer program. Programs must occur between April 1, 2026 and July 31, 2026. The selected contractor(s) will be responsible for designing and delivering a work-based learning experience(s) to eligible and potentially eligible students with disabilities, aged 14–21 years old who will be enrolled in school during the 2026–2027 school year.

As a state-federal vocational rehabilitation agency, Nebraska VR operates with a dual-customer approach supporting individuals with disabilities in preparing for, obtaining, and maintaining competitive integrated employment, while also assisting businesses in recruiting, training, and retaining employees with disabilities.

Nebraska VR receives 78.7 percent of its funding through a U.S. Department of Education grant. As of September 2025, the total amount of federal funds awarded for FFY 25 were \$23,606,598. The remaining 21.3 percent of the costs (\$6,389,079) are funded by State of Nebraska appropriation. In accordance with the Workforce Innovation and Opportunity Act (WIOA), VR agencies are required to allocate at least 15% of their federal grant award (\$3,540,990) to Pre-Employment Transition Services (Pre-ETS). This solicitation of proposals represents one of several Pre-ETS initiatives. Funding is contingent on the availability of federal dollars.

Schedule

- Notice of Solicitation for Proposals: 1/08/2026
- Informational Meeting via Zoom: 1/22/2026, 3:30-4:30 pm CT/2:30-3:30 pm MT
- Proposal Due Date: 2/24/2026 @ 5 pm CT
- Notification of Selected Proposals: 3/20/2026

Qualified Applicants

Any Nebraska-based agency, business or organization interested in providing a work-based learning experience to students with disabilities.

PROPOSAL REQUIREMENTS

Goal

The goal of the Summer Transition Program is to support the development of experiences for students with disabilities, centered on work-based learning experiences. These experiences should include exposure to Career and Technical Education (CTE) Career Fields and Career Clusters, <https://www.education.ne.gov/nce/careerdevelopment/nce-career-fields-career-clusters/>, that are both aligned with students' interests and correspond to High Wage, High Skill, High Demand (H3) Occupations within their community, <https://networks.nebraska.gov/vosnet/gsipub/documentView.aspx?enc=oduMpwMRTIQnt7W7WO2/EW==>.

The work-based learning experience(s) should be the focus of the Summer Transition Program; however, proposals may incorporate workplace readiness training to prepare the students for participation in the work-based learning activities.

Definitions

1. Work-Based Learning Experiences (WBLE). Explore and develop career readiness and employability skills through real-world, community-based experiences. Examples of eligible activities include job shadowing, workplace tours, informational interviews, and paid or unpaid work-based learning experiences provided in an integrated setting.
2. Workplace Readiness Training. Assist students in developing employability and independent living skills while enhancing their understanding of workplace communication, interpersonal skills, and employment expectations. Examples of eligible activities include managing disclosure, how to request workplace accommodations, instruction in employability skills, job seeking skills, financial literacy, and transportation training.

Targeted Population

Students with disabilities, aged 14-21 years enrolled in school during the 2026-2027 school year are eligible. All students who participate in programs MUST have either:

1. A signed Nebraska VR Pre-Employment Transition Services Consent and Information Release form; or
2. Applied for Nebraska VR services PRIOR to the beginning of the Summer Transition Program.

Assurance

Include a statement of assurance of the applicant's ability to comply with the terms laid out in the attached *Standard Addenda to NDE Contract*.

Proposals that do not include the above requirements will not be considered for scoring.

PROPOSAL AND BUDGET NARRATIVE INSTRUCTIONS

Proposals must present information in the following order:

Name of Applicant:

Contact Person:

Address:

Phone Number:

E-mail:

Website:

Federal Tax Identification Number (FTIN):

Signatory Authority (Name/Email):

Proposal Narrative (55 points):

Partnership with local VR Service Office(s) is required in the planning and implementation of the proposal. Provide a description of how the VR Service Office, <https://vr.nebraska.gov/offices/>, was included in the planning of the proposed program;

The program should include exposure to Career and Technical Education (CTE) Career Fields and Career Clusters, <https://www.education.ne.gov/nce/careerdevelopment/nce-career-fields-career-clusters/>. Explain how the program will give students exposure to Career and Technical Education (CTE) Career Fields and Career Clusters that are aligned with students' interests and correspond to High Wage, High Skill, High Demand (H3) Occupations within their community, <https://networks.nebraska.gov/vosnet/gsipub/documentView.aspx?enc=oduMpwMRTIQnt7W7WO2/EW==>;

Provide a detailed description of the proposed program focusing on work-based learning experience(s) and how it will prepare students with disabilities for competitive integrated employment;

Explain in detail how the program will work, and describe the work-based learning experience(s) and workplace readiness activities that will be provided and the goal of each activity; include specific measurable steps (objectives) that will be taken to reach the goals;

Indicate the number of students with disabilities to be served and explain how the number was determined, e.g. based on referral data, historical participation, staffing, etc.;

Describe in detail the marketing outreach plan to recruit students with disabilities, ages 14-21 years old and how the local VR Service Office will be included in identifying participants;

Provide a list of school districts, locations or communities to be served;

List actual start date and end date for the program (between April 1, 2026 – July 31, 2026); these dates will be used on the contract so should include any time needed to develop the program and prepare/submit final reports.

Personnel (10 points):

Provide a brief overview of the organization;

Describe the experience and qualifications of key personnel involved in the program.

Work Plan (20 points):

Provide an estimated schedule and narrative for program development. Examples include planning phase, staff recruitment, material purchases;

Describe the tool/process to be used to track the time spent in each work-based learning experience and workplace readiness activity for students and staff. The tool must allow time certification for each student/staff for each work-based learning experience and workplace readiness activity provided.

Coordination of Services (30 points):

Describe the process that will be used for coordinating with the Nebraska VR Service Office on student referrals and progress reporting activities;

Describe the process and steps that will be taken to ensure this coordination will continue during the implementation of the program including the roles and responsibilities of VR and the contractor;

Describe consultation and any other involvement with local workforce development boards, one stop centers, employers or local Career and Technical Education programs including utilizing existing community partnerships or establishing new partnerships to support workplace learning for students with disabilities.

Evaluation Report (60 points):

Describe how each of the following will be collected/evaluated:

1. The work-based learning experience and workplace readiness activities delivered including successes and barriers;
2. Information that prevented services from being provided as outlined in the proposal;
3. Completed activities, outcomes, and any identified areas of growth or barriers identified for each participating student;
4. The measures to be used to track and evaluate whether the proposed goal(s) and objectives were met;
5. The process for gathering feedback from the students that participated in the program including a student reflection that includes:
 - Work Environment: A description of the department and/or worksite where the experience was completed;
 - Roles and Responsibilities: A summary of the key tasks, activities or projects the student engaged in during the work-based learning experience;
 - Evaluation of Experience: A summary of the positive aspects and challenges the student encountered during the work-based learning experience;

6. The process for gathering feedback from other stakeholders, if applicable, e.g., businesses, colleges, agency partners, etc., utilized during the program.

Budget Narrative/Line-item Budget (30 points):

Both a budget narrative and line-item budget must be submitted.

The line-item budget must include actual costs and use categories such as, but not limited to, the following, as applicable:

- Personnel (salaries, wages, and a breakdown of all fringe benefits (FICA, Worker's Compensation, retirement, insurance, etc.)) for each individual working on the project. Costs must be based on specific hours and rates;
- Student wages (including FICA, Worker's Compensation, etc.);
- Travel expenses (for staff for the purposes of curriculum delivery);
- Supplies (list separately with itemized costs);
- Other (list separately with itemized costs);
- Indirect expenses (federally negotiated rate or de minimus rate);
- Total amount requested.

For each budget line item include a narrative that justifies the cost and relevance to the proposed work-based learning experience or workplace readiness activities and basis for the amount requested, e.g. rate per hour, cost estimate, etc..

If funds from other sources are leveraged, describe those partnerships or resources.

NOTE: The following items are not allowable costs so cannot be included in the budget:

- Food (unless specifically related to curriculum delivery and justified in the budget narrative)
- Travel expenses for students
- 1:1 worksite skills trainer support for students involved in work-based learning experiences
- Purchased items to be given away (gift cards, t-shirts, etc.)
- Stipend reimbursements

REVIEW CRITERIA AND SELECTION PROCESS

- Nebraska VR will evaluate and score submitted proposals using the attached *Nebraska VR 2026 Summer Transition Program Scoring Sheet*. Assignment of points and selection of contractors shall be at the sole discretion of Nebraska VR.
- To ensure students from across the state are provided an opportunity to participate in a summer program, Nebraska VR may consider geographic location when awarding contracts.

Submittal Instructions

- Submit an electronic copy (***.pdf***) with a signed cover letter via email with any supporting documentation by 5:00 pm Central Time on February 24, 2026, to Nebraska VR at lupe.stevens@nebraska.gov. All proposals should be submitted under the subject title: Nebraska VR 2026 Summer Transition Program.
- Proposals should be written in 12-point font and double spaced with a maximum of ten (10) pages. The entire proposal must be sent as one (1) document including cover letter and budget sheet. All pages must be numbered.

Attachments

- *Standard Addenda to NDE Contract*
- *Nebraska VR 2026 Summer Transition Program Scoring Sheet*

**NEBRASKA VR 2026 SUMMER TRANSITION PROGRAM
SCORING SHEET**

APPLICANT: _____

DATE: _____ REVIEWER: _____

REQUIRED INFORMATION	REVIEW POINTS	SCORE
1. Proposal Narrative (55 points)		
• Describes how the VR Service Office was included in the planning of the proposed program.	10	____/10
• Describes how the program will give students exposure to career fields and clusters and are aligned to their interests and H3 jobs.	10	____/10
• Provides a detailed explanation of the program and includes descriptions of the work-based learning experience(s) and workplace readiness activities and the goal of each activity.	10	____/10
• Includes number of students with disabilities to be served and how the number was determined.	10	____/10
• Outlines a detailed marketing outreach plan to recruit students with disabilities and how the local VR Service Office will be included.	5	____/5
• Identifies the school districts, location or communities to be served.	5	____/5
• Includes the actual dates of the program.	5	____/5
2. Personnel (10 points)		
• Includes a brief overview of the organization.	5	____/5
• Includes the experience and qualifications of key personnel involved in the program.	5	____/5
3. Work Plan (20 points)		
• Includes an estimated schedule and narrative for program development.	10	____/10
• Includes a description of the tool/process to be used to track the time spent on each Pre-ETS Service for students and staff. The tool/process includes a description on how they will provide time certification for each student/staff for each Pre-ETS Service provided.	10	____/10
4. Coordination of Services (30 points)		
• Outlines the process for coordinating with Nebraska VR staff in obtaining student referrals and progress reporting activities.	10	____/10
• Describes the process and steps to ensure this coordination with Nebraska VR during the implementation of the program including the roles and responsibilities of VR and the contractor.	10	____/10
• Describes consultation and any involvement with local workforce development boards, one stop centers, employers or local Career and Technical Education (CTE) programs including utilizing community partnerships to support workplace learning for students.	10	____/10
5. Evaluation Report (60 points)		
• Describes how data on activities delivered will be collected including successes and barriers.	10	____/10
• Identifies how information prevented services from being provided will be collected.	10	____/10
• Ensures completed activities, outcomes, and any identified areas of growth or barriers for each participating student will be collected.	10	____/10
• Includes detailed measures or tools that will be used to track and evaluate whether the proposed goal(s) and objectives were met.	10	____/10
• Includes a description of the process for gathering reflections from the students that will participate in the program.	10	____/10
• Describes the tools and detailed steps of the process for gathering feedback from other stakeholders, if applicable, utilized during the program.	10	____/10
6. Budget Narrative/Line-Item Budget (30 points)		
• Includes a detailed line-item budget that uses actual costs and a basis for how the cost was determined.	15	____/15
• Each line item includes a brief narrative that justifies the cost and relevance to the proposed services.	15	____/15
TOTAL	205	____/205

COMMENTS: _____

STANDARD ADDENDA TO NDE CONTRACT

The following articles shall form the terms and conditions of this Standard Addenda:

I. Governing Law and Jurisdiction:

This Contract shall in all respects be governed by and construed in accordance with the laws of the State of Nebraska, without giving effect to the conflicts of laws provision thereof. Any legal proceedings against the state are to be brought in an appropriate State of Nebraska administrative or judicial forum and in accordance with Nebraska law.

II. Authority to Contract:

The Parties represent and warrant that they have full right, power and authority to enter into and perform their obligations under this Contract, and that the persons signing this Contract are duly authorized to enter into this Contract on their behalf.

III. Sovereign Immunity:

As a state agency of the State of Nebraska, NDE reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the [Eleventh Amendment to the United States Constitution](#). No waiver of the State's immunities, defenses, rights, or actions shall be deemed to exist by reason of NDE's entry into this Contract.

IV. Non-discrimination:

The Contractor shall comply fully with all applicable local, state and federal law regarding civil rights, including but not limited to, [Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.](#); the [Rehabilitation Act of 1973, 29 U.S.C. §§ 794 et seq.](#); the [Americans with Disabilities Act of 1990 \("ADA"\), 42 U.S.C. §§ 12101 et seq.](#); the [Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621 et seq.](#); the [Age Discrimination Act of 1975, 42 U.S.C. §§ 6101 et seq.](#); the [Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125](#); the [Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. §§ 48-1001 to 48-1010](#); the [Equal Pay Act of Nebraska, Neb. Rev. Stat. §§ 48-1219 to 48-1227.01](#); the [Nebraska Act Providing Equal Enjoyment of Public Accommodations, Neb. Rev. Stat. §§ 48-1219 to 48-1227.01 and 84-917](#); and the [Nebraska Fair Housing Act, Neb. Rev. Stat. §§ 20-301 to 20-344](#), in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability, or sex. This provision shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, layoff termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor further agrees to insert a similar provision in all subcontracts for services allowed under this Contract.

If the contractor is entering into a Contract with NDE for operation of any educational program or activity that is authorized or extended by the United State Department of Education, contractor shall comply with [Title IX of the Education Amendments Act of 1972 \(20 U.S.C. 1681 et seq.\)](#), regarding the prohibition of the following: the exclusion of any person from participation in, denying the benefits of, or subjection to discrimination in any such program or activity on the basis of sex.

V. Compliance with Law:

The Parties shall comply with all other applicable Federal, State, County and Municipal laws, ordinances, and rules and regulations in the performance of this Contract. This may include, but is not limited to, confidentiality requirements for the particular information being accessed or the data being shared, as may be more fully set forth herein.

Should any section or provision of this Contract be declared illegal or unenforceable by a court of competent jurisdiction, the remainder of this Contract, or the application of such a provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall be valid and enforceable, to the greatest extent permitted under law.

VI. Contract Termination:

This Contract may be terminated under the following circumstances:

- a.** NDE and the Contractor, by mutual written agreement, may terminate the Contract at any time;

- b. NDE, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar days written notice to the Contractor as defined in Section 8 of this contract. However, if a longer notice period is specified under **Section 2f (“Miscellaneous Terms”)** of this contract then the notice period shall be as modified in the Miscellaneous Terms. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the Contract. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided;
- c. In the event that Contractor is in breach of this Contract per **Art. VII (Breach of Contract)** of the Standard Addenda, NDE may, at its discretion, terminate this immediately upon receipt of written notice by the Contractor (as defined in Section 8 of this contract);
- d. In the event that NDE determines, per **Art. XI. (Unavailability of Funding)** of the Standard Addenda, that funds to finance this Contract become unavailable, either in full or in part, due to reductions of State and/or Federal funds, either party may terminate this Contract immediately upon receipt of written notice by the receiving party that said funds to finance this Contract have become unavailable, either in full or in part;
- e. NDE reserves the right to terminate this Contract if a Contractor or its subcontractor is being considered for, presently being, or becoming debarred, suspended, ineligible or excluded from contracting with any state or federal entity, or otherwise listed on the governmentwide exclusions in the System for Award Management (SAM).
- f. In the event of the occurrence of a Force Majeure event as described in **Art. XII (Force Majeure)** of the Standard Addenda;
- g. NDE may terminate the contract immediately for the following reasons:
 - i) If directed to do so by State statute;
 - ii) Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - iii) A trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - iv) Fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - v) An involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of [Title 11 of the United States Code](#) and (1) the proceeding has been pending for at least sixty (60) calendar days; or (2) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (3) the Contractor has been decreed or adjudged a debtor;
 - vi) A voluntary petition has been filed by the Contractor under any of the chapters of [Title 11 of the United States Code](#);
 - vii) Contractor intentionally discloses confidential information, including but not limited to, information protected under the provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA) ([20 USC 1232g](#); [34 C.F.R. Part 99](#));
 - viii) Contractor has or announces it will discontinue support of the deliverable(s); or
 - ix) In the event funding priorities have changed.
- h. Contracts that create an employer-employee relationship may be terminated immediately by NDE in the event that:
 - i) NDE determines that the results of any background checks reveal information about the contractor that NDE determines is an unacceptable result for the continuation of the employment relationship;
 - ii) NDE determines that the contractor engaged in any behavior or activity that is cause

- for termination of employment under the NDE Personnel Rules; or
- iii) NDE determines that the contractor has failed to perform satisfactorily.

[Note: The provision at part h. of this article applies only to Contracts deemed to create an Employee/Employer relationship per [Section 6](#) of this Contract.]

VII. Breach of Contract:

If Contractor anticipates breaching the Contract, the Contractor shall immediately give written notice to NDE. 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. NDE may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, NDE does not forfeit any rights or remedies to which NDE as a State agency is entitled by law or equity, or pursuant to the provisions of the Contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

If the Contractor breaches this Contract, NDE may, at its discretion, terminate the Contract immediately, in full or in part, upon written notice to the Contractor. NDE shall pay the Contractor only for such performance as has been properly completed and is of use to NDE. In case of breach by the Contractor, NDE may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchase goods in substitution of those due from the Contractor. NDE may recover from the Contractor as damages the difference between the costs of covering the breach.

Notwithstanding any clause to the contrary, NDE may also recover the contract price together with any incidental or consequential damages defined in [U.C.C. Section 2-715](#), but less expenses saved in consequence of Contractor's breach, or, in case of default of the Contractor, NDE may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

Settlement for Contract termination may be negotiated between the Parties based upon specified deliverables completed by the Contractor and accepted and usable by NDE. Settlement shall be based on the date of termination notice if the Contractor initiates termination or the identifiable percentage effort expended by the Contractor if NDE initiates termination.

VIII. Prohibition against Advance Payment:

Pursuant to [Neb. Rev. Stat. § 81-2403\(3\)](#), "[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."

IX. State of Nebraska Prompt Payment Act:

Payment will be made by NDE in compliance with the State of Nebraska Prompt Payment Act (See [Neb. Rev. Stat. §§81-2401 to 81-2408](#)). The State may require the Contractor to accept payment by electronic means such as ACH deposit.

In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the Contract, and the Contractor hereby waives any claim or cause of action for any such goods or services.

X. Taxes:

NDE, as a state agency of the State of Nebraska, is not required to pay taxes and assumes no such liability as a result of this Contract. Contractor may request a completed copy of the [Nebraska Department of Revenue – Nebraska Resale of Exempt Sale Certificate for Sales Tax Exemption \(Form 13\)](#) for their records, if required.

XI. Unavailability of Funding:

Due to possible future reductions in State and/or Federal funds, NDE cannot guarantee the continued availability of funding of this Contract notwithstanding the consideration stated above.

In the event funds to finance this Contract become unavailable, either in full or in part, due to such reductions, NDE may terminate the Contract or reduce the consideration upon notice in writing to the Contractor. Said notice shall be delivered by certified mail (return receipt requested), by electronic mail to the NDE representative listed in [Section 8 \("Notices"\)](#), or in person (with proof of delivery).

NDE shall be the final authority as to determining the availability of funds. The effective date of such Contract termination or reduction in consideration shall be the actual effective date of the elimination or reduction of funding. In the event of a reduction in consideration, the Contractor may cancel this Contract effective the date of the proposed reduction upon provision of advance written notice to NDE.

In the event of unavailability of funding as determined by NDE, NDE shall have the right to issue a 'stop work' order to Contractor in writing. Contractor agrees that if a stop work order is issued to Contractor by NDE in relation to this contract, Contractor shall immediately cease all work described in the scope of services and shall not resume work of any kind in relation to said deliverables under the Contract unless expressly directed to by NDE. Said notice shall be delivered by certified mail (return receipt requested), by electronic mail to the NDE representative listed in **Section 8 ("Notices")**, or in person (with proof of delivery). Upon receipt of such notice by the Contractor, the stop work order shall be deemed to be in effect, and NDE shall not be liable for payment for any work carried out by Contractor under this Contract during any time period when the stop work order is in effect.

XII. Force Majeure:

If the performance of either party of any obligation is prevented, restricted or interfered with by causes outside such party's reasonable control, and the party is unable to carry out its obligation(s) and provides the other party prompt written notice thereof, the obligation(s) of such party may be suspended or cancelled effective immediately, to the extent necessary, as a result of such event. Events include acts of God, fire, explosion, health epidemic or pandemic, storms, national emergencies, riots, civil unrest and the outbreak of war. The Parties may negotiate a resolution due to cancellation of this Contract due to force majeure, based upon specified deliverables completed by the Contractor and accepted and usable by NDE.

XIII. Assignability of Contract:

The Contractor agrees not to assign or transfer any interest, rights, or duties in this Contract to any person, firm, or corporation without the express prior written authorization of NDE, unless otherwise provided for in **Section 2f ("Miscellaneous Terms")** of this Contract.

XIV. Independent Agency:

NDE is an independent agency within the State of Nebraska. The Contract does not create a business partnership or joint venture under Nebraska law, or any joint entity as set forth in the Interlocal Cooperation Act, [Neb. Rev. Stat. §§ 13-801 et seq.](#)

XV. Self-Insurance:

As an agency of the State of Nebraska, NDE is self-insured for any loss and the State of Nebraska purchases excess insurance coverage pursuant to [Neb. Rev. Stat. § 81-8,239.01 \(Reissue 2008\)](#). If there is a presumed loss under the provisions of this Contract, Contractor may file a claim with the State of Nebraska Office of Risk Management pursuant to [Neb. Rev. Stat. §§ 81-8,296 thru 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 thru 81-8,301](#)), Tort ([Neb. Rev. Stat. §§ 1-8,209 thru 81-8,235](#)), and Contract Claim Acts ([Neb. Rev. Stat. §§ 8,302 thru 8,306](#)), as outlined in [Neb. Rev. Stat. § 81-8,209 et seq.](#), and under any other provisions of law and accepts liability under this Contract to the extent provided by law.

XVI. Technology Access Requirements:

All contracts that include provisions of technology products, systems, and services, including data, voice, and video technologies, as well as information dissemination methods, for the State of Nebraska shall comply with Section 508 of the Rehabilitation Act of 1973, as amended ([29 U.S.C. §794d](#)) and its implementing standards adopted and promulgated by the U.S. Access Board, as well as the Nebraska Technology Access Standards adopted pursuant to [Neb. Rev. Stat. §73-205](#). The Nebraska Technology Access Standards are available for viewing at NDE and online at the [Nebraska DAS Material Division website](#), and are incorporated into this contract as if fully set forth therein. Any web content or mobile applications developed pursuant to such contracts shall also comply with Level A and Level AA success criteria and conformance requirements specified in WCAG 2.1 as required by [28 CFR Part 35 Subpart H](#).

XVII. Drug-Free Workplace:

The Contractor certifies that they operate a drug-free workplace and during the terms of this Contract will be in compliance with the provisions of the [Drug-Free Workplace Act of 1988, 41 U.S.C. 81](#).

XVIII. Subcontractors.

The Contractor agrees that no subcontractors shall be utilized in the performance of this Contract without the prior written authorization of NDE, unless otherwise provided for in **Section 2f (“Miscellaneous Terms”)** of this Contract.

XIX. Federal Immigration Verification System Requirement:

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new 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 a newly hired employee.

XX. Intellectual Property Rights:

NDE retains the right to copyright and/or other intellectual property rights of any materials produced under this Contract unless otherwise provided for in **Section 2f (“Miscellaneous Terms”)** of this Contract.

If the Contract is federally funded, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

- a. Copyright and/or other intellectual property rights in any work developed under the contract; and
- b. Any rights of copyright and/or other intellectual property rights to which NDE purchases ownership with federal funding support.

XXI. Ownership:

The Contractor agrees that no authority or information gained through the existence of and performance under this Contract will be used to obtain financial gain for the Contractor, for any member of the Contractor's immediate family, or for any business with which the Contractor is associated except to the extent provided by the Contract.

The Contractor further agrees that any deliverable produced, developed, prepared, created or modified under the terms of this Contract shall become the property of NDE, unless otherwise provided for in **Section 2f (“Miscellaneous Terms”)** of this Contract.

In the event that data is collected in the performance of the scope of services and/or deliverables under this Contract, such data shall be owned by NDE, not the Contractor, unless otherwise provided for in **Section 2f (“Miscellaneous Terms”)** of this Contract. If Contractor wishes to publish research using such data, they shall first obtain NDE approval in writing and acknowledge in their publication that the research was funded through NDE.

XXII. Requirements for Contracts involving Presentations/Workshops

The following provisions apply to Contracts in which the contractor makes a presentation or conducts a workshop:

- a. The contractor will provide copies of all materials used in the workshop to staff in advance of, or immediately following, the workshop. In the case of copyrighted materials, the contractor must clearly identify the materials that are copyrighted and specify conditions/limitations of distribution;
- b. The contractor gives permission to NDE to create audiovisual (AV) recordings all presentations. Subsequent use of AV recordings by NDE will only be for quality control and archive purposes and not for future training activities, unless otherwise specifically provided for in **Section 2f (“Miscellaneous Terms”)** of this Contract;
- c. The contractor and/or speakers will clearly distinguish their personal opinions from NDE positions.

XXIII. Proprietary Information:

The contents of this Contract, and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information when the Contract is executed. Per [Neb. Rev. Stat. §84-602.04\(4\)\(a\)](#), beginning July 1, 2014, a copy of all State contracts active on or after January 1, 2014 that are the basis for an expenditure of state funds will be made publicly available on a web site maintained by the Nebraska Department of Administrative Services. The web site data base will also include any amendments to such contracts and any documents incorporated by reference in such contracts. The web site will also contain a database that includes copies of all expired contracts which were previously included in the database of active contracts.

If the Contractor wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other proprietary and commercial information which if released would give advantage to business competitors and serve no public purpose ([Neb. Rev. Stat. §84-712.05\(3\)](#)). In accordance with Attorney General Opinions [92068](#) and [97033](#), contractors submitting a written statement that information is proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although an effort may be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain confidentiality of proprietary information and accepts no liability for the release of such information.

All information in this Contract that the contractor believes constitutes proprietary information that it wishes to have withhold from the public must be described in writing together with the basis for that belief and submitted to NDE prior to the time this Contract is executed.

Contractors may not have the entire Contract deemed as proprietary. Contract amounts are not proprietary information. Failure of the contractor to follow these instructions regarding proprietary information may result in the information being viewed by other businesses and the public.

XXIV. Access to Records:

The Contractor agrees to maintain complete records regarding the expenditures of funds provided by NDE under this Contract. The Contractor agrees to allow free access at reasonable times by authorized representatives of NDE and the funding Federal Agency and United States Comptroller General, if appropriate, to all records generated and/or maintained as a result of this Contract. Such access to records by the above shall continue beyond termination of this Contract for a period of three (3) years.

XXV. Workers Compensation.

If a Contractor has employees or subcontractors, the Contractor will attach a copy of the Certificate of Insurance for Worker's Compensation or the waiver permitted by [Neb. Rev. Stat. §48-115](#).

XXVI. Contractor Indirect or F&A Costs.

Contractors who have an approved indirect cost rate or Facilities and Administration cost rate(s) must record as direct costs their costs paid from the proceeds of this Contract, excluding proceeds for Indirect or F&A Costs.

XXVII. Work Paid by Other Public Funds:

The Contractor agrees that the contract work to be performed shall not be performed on time that is paid for by other public (i.e. any government) funds.

XXVIII. Anti-Lobbying

To the best of the Contractor's knowledge and belief, no funds have been paid or will be paid, nor will any gifts be presented by or on behalf of the Contractor to any person or business for the purpose of influencing or attempting to influence an officer, Board member or employee of the NDE, any Nebraska State agency, a State Senator, or other employee of the State of Nebraska in connection with the awarding of any NDE grant or the extension, continuation, renewal, amendment, or modification of any NDE contract, grant, loan, or cooperative agreement.

Federally-Funded Contracts

[Delete section in its entirety if federal funds are not being used]

The following articles are required to be included as part of this Contract where federal funds are used to partly or fully fund this Contract. Per [Appendix II to Part 200, Title 2](#), all contracts made by NDE under a Federal award must contain provisions covering the following terms where applicable:

XXIX. Debarment/Suspension or Exclusion Certification:

Note: This certification is only applicable to federally funded contracts for amounts of \$25,000 or greater.

The Contractor certifies, by signature on this Contract, that neither it nor its principals is presently debarred, suspended, recommended for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, or otherwise listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 C.F.R. 180](#) that implement Executive Orders [12549](#) (3 CFR part 1986 Comp., p. 189) and [12689](#) (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". (References: [34 C.F.R. 84.630](#); [48 C.F.R. Part 9 Subpart 9.4](#); [2 C.F.R. 180](#)).

If the Contractor is unable to certify to any of the statements in this certification, the Contractor will attach an explanation to this Contract.

The State reserves the right to terminate this Contract if a Contractor or its subcontractor is being considered for, presently being, or becoming debarred, suspended, ineligible or excluded from contracting with any state or federal entity, or otherwise listed on the governmentwide exclusions in the System for Award Management (SAM), as provided for in part e. of **Article VI ("Contract Termination")** of this Standard Addenda.

XXX. Clean Air Act:

Note: This section is applicable only for Contracts in excess of \$150,000.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401 et seq.](#)) and the Federal Water Pollution Control Act (commonly referred to as the 'Clean Water Act') as amended, ([33 U.S.C. 1251 et seq.](#)). The Contractor agrees to report each violation to the State, and Contractor understands and agrees that the State will, in turn, report each violation as required to assure notification to the applicable Federal Agency and the appropriate EPA Regional Office.

XXXI. Domestic Preference (Buy American Act of 1933):

Per the Buy American Act of 1933 (BAA) ([41 U.S.C. §§ 8301-8305](#)), which requires to the greatest extent possible to purchase "domestic end products" and use "domestic construction materials" used in a project on monetary thresholds (typically above \$10,000) performed in the United States, in the performance of this Contract, Contractor shall, as appropriate and to the greatest extent practicable, purchase, acquire, and/or use goods, products, and materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

XXXII. Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services:

Contractor certifies that they will comply with the Federal prohibitions under [2 CFR 200.216](#) not to expend funds in completion of the scope of services and/or deliverables under this Contract to:

(A) procure or obtain or extend or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(B) enter into a contract (or extend or renew a contract) with an entity that uses any equipment,

system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system as required by 2 [CFR 200.216](#), and as more particularly described in [Public Law 115-232, section 889](#).

As described in section 889 of [Public Law 115-232](#), the term “covered telecommunications equipment or services” means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

As described in section 889 of [Public Law 115-232](#), the term “covered foreign country” means the People's Republic of China.

XXXIII. Recovered Materials:

Note: This section is applicable for any Contract where the purchase price of an item exceeds \$10,000 or where the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

Pursuant to [2 C.F.R. 200.323](#), the Contractor must comply with section 6002 of the [Solid Waste Disposal Act](#), as amended by the [Resource Conservation and Recovery Act of 1976 \(RCRA\)](#), [42 U.S.C. § 6962](#). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXXIV. Davis-Bacon Act:

Note: This section is applicable only for Contracts in excess of \$2,000.

In accordance with the [Davis-Bacon Act](#), as amended ([40 U.S.C 3141 et seq.](#)), Contractor shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall be required to pay wages not less than once a week.

In addition, per the [Copeland “Anti-Kickback” Act \(40 U.S.C. 3145\)](#), as supplemented by Department of Labor regulations ([29 C.F.R. Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”) Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

XXXV. Contract Work Hours and Safety Standards Act:

Note: This section is applicable only for Contracts in excess of \$100,000 and involving mechanics or laborers.

For any Contract that involves the work of laborers and mechanics, as defined in [29 C.F.R. 5.2](#), the Contractor shall be required to compute wages on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in

the work week. No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

XXXVI. Rights to Inventions:

Note: This section is applicable only to Contracts involving experimental, developmental, or research work, and is governed by [37 C.F.R. 401](#).

If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Parties agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the applicable Federal Agency is ultimately notified.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Parties agree to take the necessary actions to provide, through the applicable Federal Agency, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," [37 C.F.R. 401](#).

The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by the applicable Federal Agency.

XXXVII. Byrd Anti-Lobbying Amendment:

Note: This section is applicable only for Contracts in excess of \$100,000.

Contractor certifies, to the best of its knowledge or belief, that it did not utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process. The Contractor certifies that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," [61 Fed. Reg. 1413](#) (1/19/96), and in accordance with [31 U.S.C. 1352](#) as amended by the Lobbying Disclosure Act of 1995 ([2 U.S.C. 1601, et seq.](#)) as required by the awarding Federal agency.

Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by [31 U.S.C. 1352](#) as amended by the Lobbying Disclosure Act of 1995 ([2 U.S.C. 1601, et seq.](#)). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EMPLOYEE/EMPLOYER ADDENDA TO NDE CONTRACT

Note: *If this contract does not form an Employee/Employer relationship as defined in Section 6 of this Contract, then this entire Employee/Employer Addenda needs to be deleted from the Contract as inapplicable.*

I. Employee/Employer Relationship:

This Contract creates a temporary employer/employee relationship between the Contractor and NDE. Federal law requires that NDE, as employer, make an employer's FICA (Federal Insurance Contribution Act) contribution to the employee's FICA account. To accomplish this contribution, contract payments by NDE to the Contractor are made through the State of Nebraska Central Payroll system. This system deducts Federal Income Tax, State Income Tax, and FICA plus makes the NDE employer contribution to the Contractor's account. The Contractor further agrees that to facilitate this requirement the Contractor will complete any payroll forms required.

II. Overtime Eligibility:

Overtime eligibility shall be as indicated by the paragraph selected below (select one only):

- Eligible for overtime compensation for any hours actually worked in excess of forty hours (40) in a workweek. Compensation may either be paid at one and one-half times the hourly rate or may be granted as compensatory time off at the rate of one and one-half hours off for each hour worked.

Note: No overtime may be worked without the written approval of the Office Administrator.

- Not eligible to earn overtime.

III. Benefits:

Health Insurance:

Contract employees who have a work assignment of at least six months' duration and who work at least twenty (20) hours per week may purchase health insurance through the Nebraska State Insurance Program as provided by law (see Neb. Rev. Stat. §84-1601).

Workers Compensation:

Contract employees shall be covered under the States Workers Compensation Insurance.

Retirement:

Contract employees are not eligible to participate in the state retirement programs.

Vacation and Sick Leave:

Contract employees are not entitled to accrue vacation or sick leave. No leave time is provided by contract employees beyond the terms of the Contract, which specifies the employee's work hours and corresponding salary.

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