State of Nebraska (State Purchasing Bureau)
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

RETURN TO:
State Purchasing Bureau
301 Centennial Mall South, 1st Fl
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Phone: 402-471-2401
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
RFP 2942Z1	**June 1, 2009**
OPENING DATE AND TIME	PROCUREMENT CONTACT
July 10, 2009 2:00 p.m. Central Time	**Ruth Gray**

This form is part of the specification package and must be signed and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 2942Z1 for the purpose of selecting a qualified contractor to provide a Talent Management Software Solution (TMS).

First round written questions are due no later than June 12, 2009, and should be submitted via e-mail to matpurch.dasmat@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original and twelve (12) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.

2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.

3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: http://www.das.state.ne.us/materiel/purchasing/

4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request For Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions (see Section III) and certifies bidder maintains a drug free work place environment.

FIRM: ______________________________

COMPLETE ADDRESS: ______________________________

TELEPHONE NUMBER: ____________________ FAX NUMBER: ____________________

SIGNATURE: ______________________________ DATE: ____________________

TYPED NAME & TITLE OF SIGNER: ______________________________

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GLOSSARY OF TERMS

360 Degree: The process of gathering evaluations of an individual's performance from varying perspectives (peers, supervisors, direct reports, customers) to create a composite assessment for the purpose of performance improvement. It is sometimes known as multi-rater feedback.

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

Addendum: Something added or deleted.

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

Agent: A person authorized by a superior or organization to act on their behalf.

Alignment: The process of assuring that high-level business goals (e.g., organizational objectives) are understood at all levels of the organization and reflected in individual goals and action plans. Alignment can also refer to designing any process or stage of a process to support and work cooperatively with other processes or stages.

Amend: To alter or change by adding, subtracting, or substituting. A contract can be amended only by the parties participating in the contract. A written contract can only be amended in writing.

Amendment: Written correction or alteration.

Application Profile: A collection of standards, specifications and best practice guidelines for using the standards within a particular community of practice. SCORM is an application profile. (Also see: SCORM).

Application Programming Interface (API): A standardized method for a learning object to communicate with a learning management system (LMS) when a learner is interacting with learning materials.

Application Service Provider (ASP): Referring to access to a software application via an Internet connection. The application and data are typically remotely hosted by a software vendor. This term is increasingly being replaced by the phrases on demand or SaaS (software as a service). (Also see: SaaS).

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

Assessment: A method used in selection to predict candidate / employee job performance and training performance, evaluating experience, education, training and other qualifying factors, possessed by candidates who have the potential to be the best performers on the job to be filled. A valid selection tool will eliminate adverse impact, should be lawful and is as job related as possible. For the purposes of satisfying the Uniform Guidelines on Employee Selection Procedures, users may rely upon criterion-related validity studies, content validity studies or construct validity studies.

Asynchronous Learning: A student-centered teaching method that uses online learning resources to facilitate information sharing outside the constraints of time and place among a network of people. This approach combines self-study with asynchronous interactions to promote learning, and it can be used to facilitate learning in traditional on-campus education, distance education, and continuing education.

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

Balanced Scorecard: A management methodology, developed in the early 1990's by Dr. Robert Kaplan (Harvard Business School) and Dr. David Norton, which enables organizations to clarify their vision and strategy and translate them into a measurable operational plan. The "balanced" label comes from the scorecard's expansion of business focus and measurement beyond traditional financial analysis to include "leading indicators," which are measurements of progress on initiatives viewed from three additional perspectives: customer, internal business processes, and learning and growth.

Best and Final Offer (BAFO): A second-stage bid in a public procurement for services.

Bid: The executed document submitted by a bidder in response to a Request for Proposal.

Bid Bond: A bond given by a surety on behalf of the bidder to ensure that the bidder will enter into the contract as bid and is retained by the State from the date of the bid opening to the date of contract signing.

Bidder: Any person or entity submitting a competitive bid response to a solicitation.

Blended Learning: An approach to blend different learning methods, techniques and resources and apply and deliver them in an interactive meaningful learning environment. Such an approach may apply face-to-face instruction with computer-mediated instruction. It also applies science or computer laboratory activities with the assistance of innovative educational technologies through computer, cellular or I-phones, Sky TV channels or any other electronic media. The terminal aim of blended learning is to provide realistic practical opportunities for learners and teacher to make learning independent, useful, sustainable and ever growing.

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

Business Day: Any weekday, excepting public holidays.

Calendar Day: Every day shown on the calendar; Saturdays, Sundays and State/Federal holidays included. Not to be confused with "Work Day".

Calibration: A higher-level review of performance evaluations and subsequent adjustments to compensate for rater biases that may distort managers' evaluations of their direct reports, and to make sure that performance ratings represent application of uniform standards and more accurately compare across different managers.

Cascading Goals: The process of passing high-level organizational or business unit goals to subordinate business units and/or individual employees, for incorporation into planning activities and setting goals. "Cascading" is often used to denote the pass-down of identically-worded (or very similarly worded) goals, as distinct from the alignment of goals, which allows individual goals to support or link to higher-level objectives while being more personally relevant or specific.

Certification: The process of formally testing and verifying the conformance of materials in accordance with or adherence to a standard or guideline.

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

Compa-ratio: The average of employee actual pay divided by the range midpoint. A compa-ratio provides an employer with a benchmark to determine how close actual pay rates compare to the company defined midpoint of a pay range.

Competency: Currency of human capital – like financial currency, competencies represent a person's existing potential to produce tangible results. In performance evaluations, "competency" usually refers to directly observable behaviors, skills, abilities, talents, attitudes, and other personal characteristics that are essential to job performance. Performance management practitioners often distinguish two types of competencies: "core competencies" in reference to skills and abilities that are essential in every position in a company, and "job-specific competencies," which vary from one position to another. Also relevant is the concept of competency proficiency, referring to a range of expertise appropriate to different positions for which a competency may be relevant.

Competition: The process by which two or more vendors vie to secure the business of a purchaser by offering the most favorable terms as to price, quality, delivery and/or service.

Compliance: The degree to which members of an organization practice prescribed policies or regulations. The most common current association is compliance with the provisions of the Sarbanes Oxley Act, but compliance can also refer to the extent to which employees participate in a performance management activity or other required business practice.

Component: Each slice of the Talent Management Software Solution picture (under Project Description and Scope of Work, A., Project Overview) represents one component.

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 provide.

Configurability vs. Customization: Configurability for a software application refers to its flexibility for choosing setup options for different parameters of the software. It is distinguished from "customizability" primarily by ease of change; customization typically requires an expert to either modify code or write a special applet or script.

Continuing Education Unit (CEU): A measure used in continuing education programs, particularly those required in a licensed profession in order for the professional to maintain the license. Generally, a CEU is defined as ten hours of participation in a recognized continuing education program, with qualified instruction and sponsorship. CEU records are widely used to provide evidence of completion of continuing education requirements mandated by certification bodies, professional societies, or governmental licensing boards. The records also provide employers with information on training pertinent to particular occupations.

Contract: An agreement between two or more persons to perform a specific act or acts.

Contract Administration: The Management of various facets of contracts to assure that the contractors' total performance is in accordance with the contractual commitments and obligations to the purchaser are fulfilled.

Contract Management: Includes reviewing and approving of changes, executing renewals, handling disciplinary actions, adding additional users, and any other form of action that could change the contract.

Contractor: Any person or entity that supplies goods and/or services.

Conversion Period: A period of time not to exceed six (6) months, during which the State converts to a new Operating System under "Conversion" as per this RFP.

Copyright: A grant to a writer/artist that recognizes sole authorship/creation of a work and protects the creator's interest(s) therein.

Core Competencies: Capabilities that an organization values as critical to its success, and appropriate for all positions within the company.

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

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

Dashboard: A graphical, quick-read presentation of metrics designed to represent statuses of important strategic processes and goals at an organizational, business unit or individual level.

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

Deviation: Any proposed change(s) or alteration(s) to either the contractual language or deliverables within the scope of this Request for Proposal.

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

Employee Engagement: The discretionary effort above and beyond meeting minimal performance expectations exhibited by an employee in his or her daily work. Research points to employee engagement as a key driver of an organization's success in satisfying its customers and, as a result, achieving its financial goals.

Employee Performance Management: An ongoing, broad-based organizational process designed to monitor, measure, empower and improve employee performance and thus to make a profound contribution to the achievements and success of the parent organization. The activities of performance management may include performance appraisal, development planning, aligned goal-setting, 360 degree feedback, talent planning, career planning, salary planning, succession planning, and coaching and training.

Enterprise Project Management: Enterprise Project Management means enterprise-wide network administration.

Evaluation Committee: A committee (or committees) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals.

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

Extension: A provision, or exercise of a provision, of a contract that allows a continuance of the contract (at the option of the State of Nebraska) for an additional time according to contract conditions. Not to be confused with "Renewals."

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

Forced Ranking: Forced ranking forces managers to rank employees in perceived order of performance quality, often with a target percentage quota for different performance levels.

Foreign Corporation: A foreign corporation is a corporation that was formed (i.e. incorporated) in another state but transacting business in Nebraska pursuant to a certificate of authority issued by the Nebraska Secretary of State.

Full-Time Equivalency: The calculation of the number of positions being utilized based on 2080 hours in a paid status. It is possible that one full-time employee could equate to a .75 FTE based on the number of hours in a paid status. Conversely, one full–time employee could equate to a 1.25 FTE based on working more than 2080 hours during a given time frame.

Gap Analysis: The practice of identifying the difference between a desired result and actual results. In performance analysis, gap analysis is most typically applied in employee learning and development, to identify competency deficiencies and to guide training programs.

Goal/Performance Goal: A performance objective for an organization, department, team or individual. A commonly used rule of thumb for goals is that they should be SMART – specific, measurable, attainable, realistic and timely (with some variations on what the five letters stand for). However, high level goals ("improve customer satisfaction levels") are often less specific than individual employee goals ("improve response time to customer inquiries by 25%"). One of the big challenges in performance management is linking individual goals to corporate objectives.

Graphic User Interface (GUI): Meaning the interface of human and machine. Typically, the presentation of software with graphical elements displayed on screen, associated with keyboard/mouse operations and commands used to access software capability.

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

Instructor Led Training (ILT): The traditional form of training is instructor-led training (ILT). Modeled on the classroom style of teaching, ILT involves having a knowledgeable teacher explain concepts and demonstrate successful techniques.

Key Performance Indicator (KPI): Quantifiable measurements that reflect the critical success factors of an organization, business unit, team or individual and which, if not implemented properly, would likely result in a significant decrease in customer satisfaction, employee morale, and/or effective financial management. KPIs are often reported on scorecards and dashboards.

Late Proposal: A proposal received at the place specified in the solicitation after the date and time designated for all proposals to be received.

Learning Content Management System (LCMS): A software package that combines the functions of a Content Repository or Content Management System and a Learning Management System. The Learning Management System functions administer courses to learners. (Also see: Learning Management System).

Learning Management System (LMS): A software package used to administer one or more courses to one or more learners. An LMS is typically a web-based system that allows learners to authenticate themselves, register for courses, complete courses and take assessments. The LMS stores the learner's performance records and can provide assessment information to instructors. A learning management system may also support the following functions: authoring, classroom management, competency management, knowledge management, certification or compliance training, personalization, mentoring and video conferencing.

Legacy System: A computer system or application still in use from an earlier stage of technological sophistication. Legacy systems are often out of date, large, monolithic, inefficient and difficult to modify, but remain in use because of the high cost of replacement, redesign and potential disruption. A big challenge to implementation of new software systems is integration and data exchange with legacy systems that are still in place.

Licensed Software: Any and all software and documentation by which the State acquires or is granted any rights under the contract.

Likert Scale: A rating scale divided into sections, typically with assigned numerical values for each segment (e.g., 1-5 or 1-10), which requires raters to make a check representing a judgment. (Pronounced "lick-ert")

Mandatory: Required, compulsory or obligatory.

May: Denotes discretion.

Metrics: The elements of a measurement system; a system or methodology that produces quantifiable data.

Mission: An organization’s enduring statement of purpose; the organization's reason for existence, which may include what the organization does, whom it does it for, why it does it, and how it does it. Ideally a mission statement should create a shared purpose for organizational stakeholders and guide decision making and strategy within the organization.

Module: A collection of routines and data structures that perform a specific function of the Licensed Software.

Must: Denotes the imperative, required, compulsory or obligatory.

Objective: For sequencing purposes, an objective is a global variable that allows the learning management system (LMS) to share status values between learning objects. Depending on the designer's requirements for the instruction, the objective may or may not track actual learner objectives, skills, or abilities. (Also see: Learning Management System).

On-demand: Delivery of software via the Internet, with the application and data typically remotely hosted by a software vendor. Because the application can be accessed remotely without direct mediation by an IT administrator, it is available whenever the user logs on to access it – hence the term "on demand." (Also see: SaaS and ASP).

Online Learning Course Content: Topic specific courses that connect to a Learning Management System.

Opening Date: Specified date and time for the public opening of received, labeled and sealed formal proposals. Not to be confused with “Release Date”.

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

Organization: The organization is the part of a content package where learning objects are ordered into a tree structure and sequencing behaviors (sequencing rules) are assigned to them. The organization outlines the entire structure of the content.

Outcome Measure: A quantifiable measure of the results or outcome of a program, process or activity; effectively, an empirical measurement of goal achievement.

Outsourcing: Acquiring computing or related services from a source outside of the State of Nebraska which may include programming and/or executing the State’s Licensed Software on the State’s CPU’s, programming, and/or executing the State’s programs and Licensed Software on the contractor’s CPU’s or any mix thereof.

Outsourcing Company: A company that provides Outsourcing Services under contract to the State.

Pay for Performance: A process of linking a significant portion of an employee's compensation to an evaluation of their performance during the compensation period (typically annual). This is distinct from other compensation strategies that base pay on non-performance factors such as seniority, or that fail to distinguish one employee's compensation from another's (e.g., awarding all employees a uniform cost-of-living raise). Sometimes also called a "variable pay" system.

Performance Appraisal: The regular (usually annual) process in which a manager and/or other evaluators rate an employee's performance or capabilities. Performance appraisals may include both subjective competency evaluations and/or performance goal achievements, and often include both numerical ratings and commentary. Appraisals ideally will help an employee understand his or her strengths and how to capitalize on them, and will identify potential weaknesses while providing guidance in addressing them. Appraisals may be done to evaluate employee performance, determine compensation, assess promotion readiness, or simply to help guide an employee's development. When ratings are provided by more than just a supervisor, including peers, subordinates, and external and/or internal customers, the process is often called 360-degree feedback.

Performance Bond: A bond given by a surety on behalf of the contractor to ensure the timely and proper (in sole estimation of the State) performance of a contract.

Performance Goal: A target level of the outcome of an activity, or for a product or service, expressed as a tangible measurable objective against which actual achievement can be compared.

Personal Service Limitations (PSL): Each program in the State is assigned a specific salary threshold that is appropriated by the Legislature each budget cycle. The program cannot exceed this threshold. PSL does not include the costs of benefits. It does include payroll that has been expended, but not yet paid.

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

Podcast: A series of digital media files, usually digital, audio, or video, that is made available for download via web syndication.

Pre-Proposal Conference: A meeting scheduled for the purpose of providing clarification regarding a Request for Proposal and related expectations.

Presenteeism: The phenomenon of people showing up at work when they are sick or otherwise impaired, when they are therefore more likely to work far less efficiently and to spread illness through contagion.

Product: A module, a system, or any other software-related item provided by the contractor to the State.

Productivity: The level at which an organization or individual delivers its service or product as a function of resource allocation and consumption (e.g., time, labor, infrastructure). Often difficult to measure at the individual level for knowledge workers; at the aggregate level, productivity is often grossly calculated as revenue divided by number of employees. For this reason, productivity calculations often rise when employees are laid off, though the benefit may be short-term.

Professional Development Hours (PDH): Licensed engineers, on a voluntary or mandated basis, attend continuing professional education for licensure renewal to ensure competency. Continuing professional education for licensed engineers is measured in Professional Development Hours (PDH). A PDH is one contact hour of instruction or presentation. The licensee is responsible for maintaining records to be used to support credits claimed.

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

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

Project: The total of all software, documentation, and services to be provided by the contractor under this contract.

Proposal: The executed document submitted by a bidder in response to a Request for Proposal.

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

Protest: A complaint about a governmental action or decision related to a Request for Proposal or the resultant contract, brought by a prospective bidder, a bidder, a contractor, or other interested party to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening proposals, conducted at the time and place specified in the Request for Proposal, and in the presence of anyone who wishes to attend.

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

Release Date: Date of release of the Request for Proposal to the public for submission of proposal responses. Not to be confused with “Opening Date”.

Renewal: Continuance of a contract for an additional term after a formal signing by the parties.

Representative: Includes an agent, an officer of a corporation or association, a trustee, executor or administrator of an estate, or any other person legally empowered to act for another.

Request for Proposal (RFP): All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals.

Requisition: Also known as a job order or job requisition. Completing this action begins the recruitment process. A requisition will include specific, detailed information about the job duties and responsibilities, advertising, and contact information.

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

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

Return on Investment (ROI): The ratio of financial gain to financial investment, represented by the equation - ROI = (Financial Gain - Financial Investment) / Financial Investment Determining ROI is much easier for stocks and bonds than for human capital investments, where both costs and (especially) benefits are less readily and completely quantified.

Sarbanes-Oxley: This complex piece of legislation was passed in the wake of accounting scandals (most notoriously Enron) in the US economy during the early 2000’s. Compliance with “SOX” requires assertions of accuracy and deeper disclosures by publicly-traded corporations and key C-level officers regarding financial statements.

Scorecard: A measurement-driven methodology designed to operationalize and manage a company's strategy. The most familiar scorecard is called the Balanced Scorecard, so named because the metrics tracked expand beyond the usual backward-looking financial outcomes that have traditionally defined business success. Besides financial indicators, scorecards will measure results pertaining to the success of strategic initiatives in improving customer satisfaction, improving internal business processes, and elevating the skills and readiness of employees to execute strategy. Such measures are known as "leading indicators." (Also see Dashboards).

Sequencing: Sequencing is similar to the CBT term branching in that it describes and prescribes the manner in which the learner receives the content. In CBT, much of the branching or sequencing occurred within a lesson or course as the learner completed different tasks. However, in SCORM, the learning management system (LMS) sequences all activities between the learning objects and the learner, essentially performing all of the sequencing of the content based upon rules created by the designer. (Also see: Learning Management System LMS, SCORM).

Shall: Denotes the imperative, required, compulsory or obligatory.

Sharable Content Object (SCO): A sharable content object is a collection of assets that becomes an independent, defined piece of instructional material. SCOs are the smallest logical unit of instruction can be delivered and tracked via a learning management system (LMS). A SCO must communicate with a LMS using the API.

Sharable Courseware Object Reference Model (SCORM): SCORM is a suite of technical standards that enable web-based learning systems to find, import, share, reuse, and export learning content in a standardized way.

Should: Indicates an expectation.

Skill: Skills are the talents an individual brings to a job, usually acquired through training or experience. These are a component of competencies (which also reflect behaviors, personal characteristics, knowledge, aptitudes and attitudes). (Also see Competencies).

S.M.A.R.T. Goals: An acronym used to represent five key characteristics of performance goals. There are numerous other variations of the words represented by the five letters. The most common definition of SMART goals is:
S Specific
M Measurable
A Attainable
R Realistic
T Timely

Software as a Service (SaaS): Typically referring to an application accessed by users via the Internet and hosted by the software vendor. (Also see: On-demand and ASP).

Solicitation: The process of notifying prospective bidders or offerors that the State of Nebraska wishes to receive proposals for furnishing services. The process may consist of public advertising, posting notices, or mailing Request for Proposals and/or Request for Proposal announcement letter to prospective bidders, or all of these.

Solicitation Document: Request for Proposal.

Specification: A specification is a documented description typically created by an organization or consortia that is not formally accredited to produce standards. (Also see: Application Profile, Standard)

Specifications: The information provided by or on behalf of the contractor that fully describes the capabilities and functionality of the Licensed Software as set forth in any material provided by the contractor, including the documentation and User's Manuals described herein.

Standard: A formal accredited normative specification or set of guidelines, typically including conformance criteria. A standard is created by a formal standards development organization (SDO). (See also: Application Profile, Specification, Conformance , Standards Development Organization)

Strategic Planning: A continuous and systematic process whereby guiding members of an organization make decisions about its future, develop the necessary procedures and operations to achieve that future, and determine how success is to be measured.

Succession Planning: The practice of preparing employees for advancement, to ensure continued (or, in some cases, to restore) high quality performance when successors advance to key positions following exits (retirement, promotion, departure or removal) of incumbents. Succession planning from the organizational point of view includes risk assessment in key positions, minimizing risk through appropriate compensation, recognition and management, and assuring the readiness of successors by identifying and training high potential employees. At the individual level, succession planning can engage high potential individuals in charting individual development initiatives appropriate to qualification for targeted positions. Succession planning is usually applied to a small number of key executive positions, but can be expanded according to organizational needs.

Synchronous Learning: Often referred to as 'live' learning, synchronous learning is used in conjunction with online learning. It means that the communications occur at the same time between individuals and information is accessed instantly. People can communicate in 'real time' using their computers to talk to each other as well as text chat. Presentations can be made using electronic whiteboards and electronic slides. This type of interaction is referred to as a 'virtual classroom'. Presentations, conversations and text can be stored (archived) and made available online as a resource.

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

Talent Management: Talent Management is usually associated with competency-based human resource management practices. It includes recruitment, assessment and development, succession planning, performance management, career management and exit planning for top talent. Talent Management decisions are often driven by a set of organizational core competencies as well as position-specific competencies. (Also see: Succession Planning, Performance Management).

Talent Management Software Solution: A conscious, deliberate approach undertaken to attract, develop and retain people with the aptitude and abilities to meet current and future organizational needs. A talent management software solution is the technology that supports these efforts. Talent management involves individual and organizational development in response to a changing and complex operating environment. It includes the creation and maintenance of a supportive, people-oriented organizational culture. Utilizing pre-built software to manage the "paperwork" allows more focus on the “peoplework”. The software solution will be in the form of a hosted software; not on-premise software.

Talent Planning: The careful planning and implementation of strategy to attract talented people and ensure they will thrive and contribute to the organization’s success. A process of identifying, optimizing, developing, rewarding, promoting and maintaining talent.

Targeted Development: Coaching and training focused on specifically identified strengths and weaknesses, often resulting from performance appraisals, 360 degree feedback processes or career and succession planning.

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

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, 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 distinguishing sign, symbol, mark, word, or arrangement of words in the form of a label or other indication, that is adopted and used by a manufacturer or distributor to designate its particular goods and which no other person has the legal right to use.

Turnover: The percentage of employees who leave or are removed from the workforce of an organization, typically measured on an annual basis. Separation may be voluntary or not. High voluntary turnover is typically regarded as a negative indicator for a company. Various estimates put the cost of turnover at anywhere from one-half to 2.5 times the annual salary per employee, including both its direct (costs to rehire) and indirect (e.g., loss of productivity and ripple effects on other employees) impact.

Upgrade: Any improvement or change in the Software that improves or alters its basic function.

Vendor: An actual or potential contractor; a contractor.

Virtual Instructor Led Training (VILT): Used to refer to the synchronous delivery of training content in a simulated classroom environment, typically over the Internet.

Web 2.0: A perceived second generation of web development and design, that facilitates communication, secure information sharing, interoperability, and collaboration on the World Wide Web.

Web-based training (WBT): Sometimes called e-learning, is anywhere, any-time instruction delivered over the Internet or a corporate intranet to browser-equipped learners. There are two primary models of Web-based instruction: synchronous (instructor-facilitated) and asynchronous (self-directed, self-paced). Instruction can be delivered by a combination of static methods (learning portals, hyperlinked pages, screen cam tutorials, streaming audio/video, and live Web broadcasts) and interactive methods (threaded discussions, chats, and desk-top video conferencing).

WIKI: A collection of Web pages designed to enable anyone with access to contribute or modify content, using a simplified markup language. Wikis are often used to create collaborative websites and to power community websites. Wikis are used in business to provide intranet and knowledge management systems.

Will: Denotes the imperative, required, compulsory or obligatory.

What You See Is What You Get (WYSIWYG): Used in computing to describe a system in which content displayed during editing appears very similar to the final output, which might be a printed document, web page, slide presentation, or other TMS generated content. In Presentation programs, Compound documents and web pages, WYSIWYG means the display precisely represents the appearance of the page displayed to the end-user, but does not necessarily reflect how the page will be printed unless the printer is specifically matched to the editing program, as it was with the Xerox Star and early versions of the Apple Macintosh.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 2942Z1 for the purpose of selecting a qualified contractor to provide a Talent Management Software Solution (TMS).

A contract resulting from this Request for Proposal will be issued for a period of five (5) years effective September 14, 2009 through September 13, 2014, with the option to renew for five (5) additional two (2) year periods as mutually agreed upon by all parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: http://www.das.state.ne.us/materiel/purchasing/rfp.htm

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
1.	Release Request for Proposal	June 1, 2009
2.	Last day to submit first round written questions	June 12, 2009
3.	State responds to first round written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	June 18, 2009
4.	Last day to submit second round written questions	June 25, 2009
5.	State responds to second round written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	June 30, 2009
6.	Proposal opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	July 10, 2009 2:00 PM Central Time
7.	Review for conformance of mandatory requirements	July 10, 2009
8.	Evaluation period	July 13 – 17, 2009
9.	"Oral Interviews/Presentations and/or Scripted Demonstrations" (if required)	July 27 - 31, 2009
10.	Post "Letter of Intent to Contract" to Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	August 5, 2009
11.	Performance bond submission	August 14, 2009
12.	Contract award	August 24, 2009
13.	Contractor start date	September 14, 2009

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: Ruth Gray
Agency: State Purchasing Bureau
Address: 301 Centennial Mall South, Mall Level
Lincoln, NE 68508

OR

Address: P.O. Box 94847
Lincoln, NE 68509
Telephone: 402-471-2401
Facsimile: 402-471-2089
E-Mail: matpurch.dasmat@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing a Talent Management Software Solution (TMS) at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

C. COMMUNICATION WITH STATE STAFF

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the contractor, contact regarding this project between potential contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal.

Once a contractor is preliminarily selected, as documented in the intent to contract, that contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. contacts made pursuant to any pre-existing contracts or obligations; and
3. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

D. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 2942Z1; Talent Management Software Solution Questions". It is preferred that questions be sent via e-mail to matpurch.dasmat@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Ruth Gray, showing the total number of pages transmitted, and clearly marked "RFP Number 2942Z1; Talent Management Software Solution Questions".

Written answers will be provided through an addendum to be posted on the Internet at http://www.das.state.ne.us/materiel/purchasing/rfp.htm on or before the date shown in the Schedule of Events.

E. ORAL INTERVIEWS/PRESENTATIONS AND/OR SCRIPTED DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or scripted demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give scripted demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or scripted demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel 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. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or scripted demonstrations.

Once the oral interviews/presentations and/or scripted demonstrations have been completed the State reserves the right to make a contract award without any further discussion with the bidders regarding the proposals received.

Detailed notes of oral interviews/presentations and/or scripted demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Any cost incidental to the oral interviews/presentations and/or scripted demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

F. SUBMISSION OF PROPOSALS

The following describes the requirements related to proposal submission, proposal handling and review by the State.

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and twelve (12) copies of the entire proposal should be submitted. The copy marked "original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. In addition, two (2) electronic copies of the proposal should be submitted on separate CD's and packaged as required below in Section III, Proprietary Information. Any discrepancy between the written proposal and the electronic proposal will be governed by the written copy. Proposals must reference the request for proposal number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-2401 should be used. The request for proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal 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, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

The Technical and Cost Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must 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 must 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.

G. PROPOSAL OPENING

The sealed proposals will be publicly opened and the bidding entities announced on the date, time and location shown in the Schedule of Events. Proposals will be available for viewing by those present after the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the opening date.

H. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or any other reason(s).

I. REJECTION OF PROPOSALS

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

J. EVALUATION OF PROPOSALS

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible 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. Executive Summary;
2. Corporate Overview shall 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 contract within the specified time frame;
- **d.** the quality of bidder performance on prior contracts;
- **e.** such other information that may be secured and that has a bearing on the decision to award the contract;

3. Technical Approach; and
4. Cost Proposal.

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the State Purchasing Bureau website at http://www.das.state.ne.us/materiel/purchasing/rfp.htm Evaluation criteria will not be released prior to the proposal opening.

K. EVALUATION COMMITTEE

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

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request For Proposal For Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

L. MANDATORY REQUIREMENTS

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Signed In Ink Request For Proposal For Contractual Services form;
2. Executive Summary;
3. Corporate Overview;
4. Technical Approach
  - **a.** Mandatory Business and System Requirements;
  - **b.** Functionality Matrices and;

5. TMS Cost Schedule Attachment A.

M. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks and negative references may eliminate bidders from consideration for award.

N. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders are expected to comply with any statutory registration requirements. It is the responsibility of the bidder who is the recipient of an Intent to Award to comply with any statutory registration requirements pertaining to types of business entities (e.g. a foreign or Nebraska corporation, non-resident contractor, limited partnership, or other type of business entity). The bidder who is the recipient of Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its registration certificate, or, in the case registration is not required, to provide the reason as to why none is required. This must be accomplished prior to the award of contract.

O. VIOLATION OF TERMS AND CONDITIONS

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

1. rejection of a bidder’s proposal;
2. 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.

III. TERMS AND CONDITIONS

By signing the "Request For Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly indentifying the term or condition by subsection, (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal.

A. GENERAL

____
Accept & Initial

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. the signed in ink Request For Proposal form;
2. the original Request for Proposal document;
3. any Request for Proposal addenda and/or amendments to include questions and answers;
4. the contractor's proposal;
5. any contract amendments, in order of significance; and
6. contract award.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) contract amendments with the latest dated amendment having the highest priority, 3) Request for Proposal addenda and/or amendments with the latest dated amendment having the highest priority, 4) the original Request for Proposal, 5) the signed in ink Request For Proposal form, 6) the contractor's proposal.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

____
Accept & Initial

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

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.

Once an intent to award decision has been determined, it will be posted to the Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm

Grievance and protest procedure is available on the Internet at: http://www.das.state.ne.us/materiel/purchasing/agencycommoditiesprocurementmanual/ProtestGrievanceProcedureForCommodities&Services.doc

Any protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the Internet.

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

______ Accept & Initial

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

D. PERMITS, REGULATIONS, LAWS

______ Accept & Initial

The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

______ Accept & Initial

The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor pursuant to this contract. Contractor may not utilize data developed under this Agreement to provide service to any entity other than the State of Nebraska without the written permission of the State.

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

______ Accept & Initial

Subject to waiver by the State, in whole or in part, of these requirements, the contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the State (or contractor). Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

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

1. WORKERS' COMPENSATION INSURANCE

The contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the Contract Documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	$100,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$100,000 each employee

b. 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	$5,000 any one person

c. **COMMERCIAL AUTOMOBILE LIABILITY**

Bodily Injury/Property Damage $1,000,000 combined single limit

d. **UMBRELLA/EXCESS LIABILITY**

Over Primary Insurance $1,000,000 per occurrence

e. **CYBER LIABILITY**

A policy providing coverage for incidents concerning cyber liability, infringement, privacy, personal injury, advertising liability, and similar claims arising out of the management and utilization of the Talent Management Software Solution in amounts of One Million Dollars ($1,000,000.00) per claim and One Million Dollars ($1,000,000.00) annual aggregate.

f. **EMPLOYMENT DISHONESTY/CRIME INSURANCE**

An Employment Dishonesty/Crime Insurance providing coverage for all Contractor officers and employees in an amount of at least Five Hundred Thousand Dollars ($500,000.00) per loss. Said insurance coverage shall include third party coverage and Contractor shall pay the State of Nebraska any insurance payment made under the Employment Dishonesty/Crime Insurance policy for any loss associated with the State of Nebraska property.

4. EVIDENCE OF COVERAGE

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements, which State Purchasing will submit to Administrative Services, Risk Management Division, 521 S. 14th Street, Suite 104, Lincoln, NE 68508 (facsimile 402-471-2800). These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services Risk Management when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

____
Accept & Initial

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.

2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

H. INDEPENDENT CONTRACTOR

____
Accept & Initial

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

______
Accept & Initial

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the contract, without the prior written authorization of the State. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

______
Accept & Initial

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

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

In respect to its employees, the contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the contractor's employees, including all insurance required by state law;
3. damages incurred by contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the contractor's employees.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

_______ Accept & Initial

The contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

L. CONFLICT OF INTEREST

_______ Accept & Initial

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

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

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

M. PROPOSAL PREPARATION COSTS

_______ Accept & Initial

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

N. ERRORS AND OMISSIONS

_______ Accept & Initial

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

O. BEGINNING OF WORK

_______ Accept & Initial

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

P. ASSIGNMENT BY THE STATE

_______ Accept & Initial

The State shall have the right to assign or transfer the contract 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.

Q. ASSIGNMENT BY THE CONTRACTOR

_______ Accept & Initial

The contractor may not assign, voluntarily or involuntarily, the contract 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. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

_______ Accept & Initial

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal or mandatory requirements. “Deviation”, for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

S. GOVERNING LAW

______ Accept & Initial

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

T. ATTORNEY'S FEES

______ Accept & Initial

In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

U. ADVERTISING

______ Accept & Initial

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

V. STATE PROPERTY

______ Accept & Initial

The contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State for any loss or damage of such property, normal wear and tear is expected.

W. SITE RULES AND REGULATIONS

______ Accept & Initial

The contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on State premises. If the contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the contractor.

X. NOTIFICATION

______ Accept & Initial

During the bid process, all communication between the State and a bidder shall be between the bidder’s representative clearly noted in its proposal and the buyer noted in Section II, A. Procuring Office and Contact Person of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title and complete address of its designee to receive notices.

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

2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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.

For the duration of the contract, all communication between contractor and the State regarding the contract shall take place between the contractor and individuals specified by the State in writing. Communication about the contract between contractor and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

____
Accept & Initial

The contract may be terminated as follows:

1. The State and the contractor, by mutual written agreement, may terminate the contract at any time.

2. The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The State may terminate the contract immediately for the following reasons:

a. if directed to do so by statute;
b. contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
c. a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors or shareholders;
e. an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
f. a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
g. contractor intentionally discloses confidential information;
h. contractor has or announces it will discontinue support of the deliverable;
i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

4. Bidder must confirm that upon contract termination all records (including the provisions of service, participant data, and data processing documents) shall become property of the State of Nebraska at no additional cost to the State in a format acceptable to the State.

5. Bidder must confirm that in the event of contract termination, all records that are the property of the State will be returned to the State within ten (10) days. Bidder must indicate these records will be provided in a format acceptable to the State at no additional cost to the State.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

Accept & Initial

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

AA. BREACH BY CONTRACTOR

Accept & Initial

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

BB. ASSURANCES BEFORE BREACH

Accept & Initial

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

CC. PENALTY

Accept & Initial

In the event that the contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the contractor, without penalty, until such failure is cured or otherwise adjudicated.

DD. RETAINAGE

Accept & Initial

The State will withhold fifty percent (50%) of each payment due as retainage. Fifty percent (50%) will be payable at the time each component "goes-live." The remaining fifty percent (50%) will be due when the following conditions are met:

- the "proof of functionality" period has been fulfilled. The State anticipates this period will not exceed ninety days;
- all known issues within the applicable component have been corrected to the State's satisfaction;
- the State has accepted and approved all deliverables for that component.

Post implementation payments (ongoing costs) will be paid according to the terms and conditions prescribed in the RFP.

The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the contractor within 45 calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.

EE. PERFORMANCE BOND

________ Accept & Initial

The selected contractor will be required to supply a certified check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the certified check or bond must be in the amount of two hundred and fifty thousand dollars ($250,000.00). The check or bond will guarantee that the selected contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or certified check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

FF. FORCE MAJEURE

________ Accept & Initial

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

GG. PROHIBITION AGAINST ADVANCE PAYMENT

________ Accept & Initial

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

HH. PAYMENT

________ Accept & Initial

State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.

II. INVOICES

________ Accept & Initial

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or stopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

JJ. AUDIT REQUIREMENTS

Accept & Initial

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

KK. TAXES

Accept & Initial

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

LL. INSPECTION AND APPROVAL

Accept & Initial

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

MM. CHANGES IN SCOPE/CHANGE ORDERS

Accept & Initial

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s)).

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contractor's proposal.

Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

NN. SEVERABILITY

Accept & Initial

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

OO. CONFIDENTIALITY

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Accept & Initial

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the contractor to inform its 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 to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, 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.

The contractor shall ensure that all employees, consultants, and external staff that work on this project have signed general and specific confidentiality and privacy statements to protect confidential data.

The data being maintained within the Talent Management Software Solution or other data systems shall remain the property of the State. At the request of the State, or in the event the contract is terminated, the contractor agrees that all such data shall be forwarded in a format acceptable to the State. The confidential data maintained on behalf of the State by the contractor shall not be released to anyone in violation of law, nor shall the data be released without the prior written consent of the State.

PP. PROPRIETARY INFORMATION

____
Accept & Initial

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder 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. All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as 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 every effort will 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 the confidentiality of proprietary information and accepts no liability for the release of such information.

QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

______ Accept & Initial

By submission of this proposal, the bidder certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

RR. PRICES

______ Accept & Initial

All prices, costs, terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified are as low as and no higher than prices which the contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the contractor may charge under the terms of the contract, do not and will not violate any existing federal, state or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

SS. BEST AND FINAL OFFER

______ Accept & Initial

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

TT. ETHICS IN PUBLIC CONTRACTING

_______ Accept & Initial

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator or employee based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

UU. INDEMNIFICATION

_______ Accept & Initial

1. GENERAL

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") 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 ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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

VV. NEBRASKA TECHNOLOGY ACCESS STANDARDS

___ Accept & Initial

Contractor shall review the Nebraska Technology Access Standards, found at http://www.nitc.state.ne.us/standards/accessibility and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

WW. ANTITRUST

___ Accept & Initial

The contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

XX. DISASTER RECOVERY/BACK UP PLAN

___ Accept & Initial

The contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State upon request, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

YY. TIME IS OF THE ESSENCE

___ Accept & Initial

Time is of the essence in this contract. 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 requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

ZZ. RECYCLING

___ Accept & Initial

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §81-15, 159).

AAA. DRUG POLICY

___ Accept & Initial

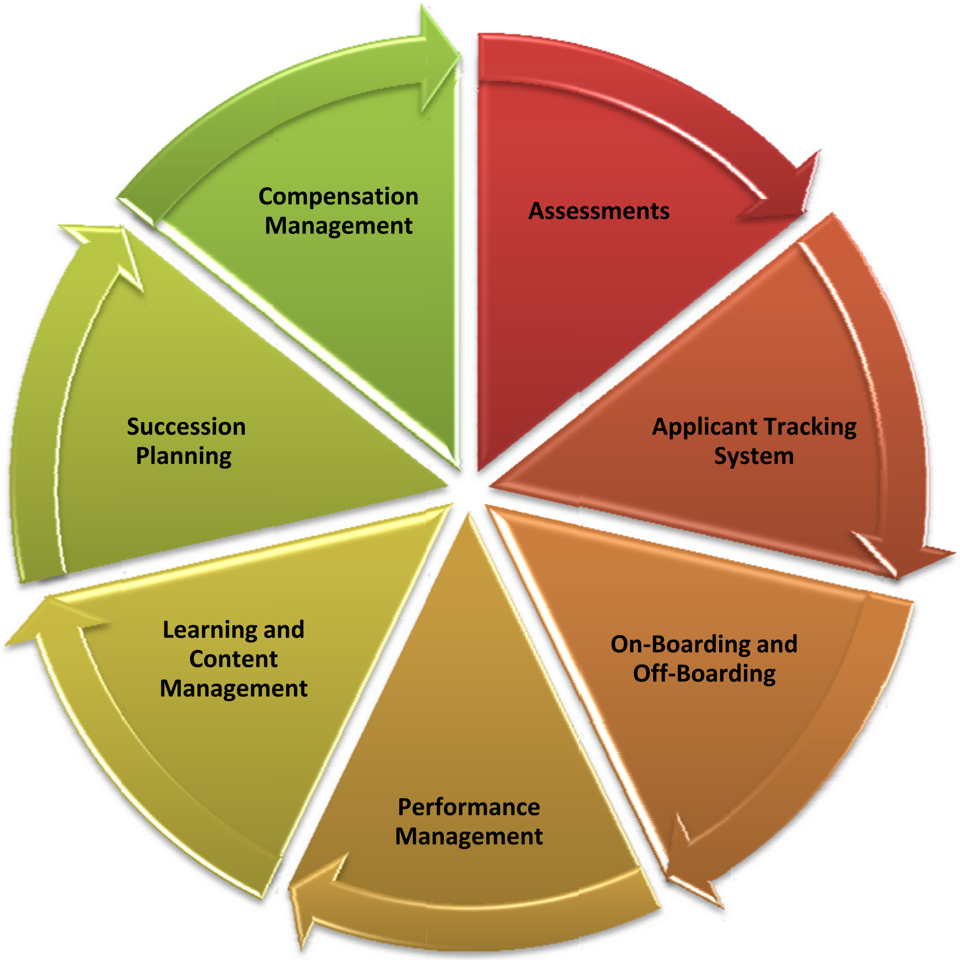
Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

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

A. PROJECT OVERVIEW

The State of Nebraska's Request for Proposal requires a web-based, enterprise-wide Talent Management Software Solution with the following components. The State intends to contract for an enterprise Software-as-a-Service model for this solution.



The Administrative Services - State Personnel Division serves approximately 80 Nebraska State agencies in all phases of Human Resources work. The AS - State Personnel Division is the central point for collecting, compiling and advertising job vacancies, collecting and storing employment applications, and conducting the screening and referral of qualified candidates. This process, as well as the classification/compensation process is a more centralized effort. While hiring decisions are made at the agency level, position classifications and compensation levels are maintained centrally.

The On-boarding, Performance Management, Learning Development/Training, and Succession Planning, efforts are currently handled in a decentralized manner. Compensation Management currently entails pen and paper labor market surveys, annual cost of living adjustments, and manual processes to re-classify a position or provide salary increases outside of the annual cost of living increase. The State's goal is to automate and coordinate efforts with a complete Talent Management Software Solution.

Additionally, as part of the State's ongoing effort to retain and develop our employees, the State is seeking online learning opportunities and background check services that compliment the State's work.

B. SCOPE OF WORK

The State of Nebraska intends to select a vendor to automate specific administrative and strategic human resource functions surrounding the lifecycle of an employee from hire to departure from Nebraska State Government.

The State intends to award one contract for the entire scope of the solution. The State recognizes that there may not be one vendor that can provide the entire solution. Vendors are required to create a partnership, or partnerships, in order to submit one proposal. If partnerships are created, there must be a primary vendor, with other vendors considered subcontractors. The exception to this approach is the content of online learning courses and background check services.

Online learning courses and background check services will be evaluated independently of the Talent Management Software Solution and separate contracts may be awarded for online learning content and background check services.

Bidders may respond to the online learning course content and background check services portion of the bid only. Bidders are required to complete the applicable matrix in Section IV of the RFP, the applicable TMS Cost Schedule worksheet(s), as well as submit all other Sections of the RFP as required.

The scope of work calls for the vendor to:

1. Provide an implementation strategy and project plan;
2. Provide a change management strategy and support, to include marketing and communication assistance that ensures wide and immediate user adoption.
3. Provide specific and ongoing technical requirements (software);
4. Provide ongoing maintenance and/or usage agreement;
5. Complete user acceptance testing and validation;
6. Provide reporting capabilities that are intuitive and user-friendly; and
7. Provide online and classroom training and supporting documentation for system administrator(s) and identified personnel as "Train-the-Trainer" for all components of the solution, as well as paper and online help for users.

C. PROJECT ENVIRONMENT

The State of Nebraska has approximately 80 agencies with roughly 20,000 employees and 20% being considered "supervisor-level" or higher. Approximately 17,000 are permanent full-time and part-time employees and 3,000 are temporary workers, both full-time and part-time. The State is looking to expand its temporary workforce to include interns.

There are approximately 140 Human Resource professionals. Approximately an additional 80 staff are responsible for training activities within the State.

Between the State's permanent and temporary employees, the State hires approximately 4300 employees annually and produces approximately 4000 job orders for those positions.

For additional demographic information on the State of Nebraska, visit the following link.
http://www.nlc.state.ne.us/epubs/P2000/B004-2008.pdf

D. PROJECT APPROACH

The Bidder is expected to propose an overall approach and methodology that will best meet the needs of the project, as defined by the RFP. The State is open to innovative approaches that will best take advantage of a TMS system.

The State of Nebraska retains ownership of the data. It may not be used or accessed in any way by the contractor except to perform backup operations. It must be made available at any time within ten (10) days of a State request in a format acceptable to the State without additional cost.

The State owns the setup instructions, configurations, and customizations like descriptions, codes, workflows, forms, etc. This data must be made available at any time within ten (10) days of a State request in a format acceptable to the State without additional cost.

The State reserves the right to conduct audits of the contractor, including security and data access audits along with the right to inspect network and system log files.

The State of Nebraska has the rights to any and all follow-on versions of the product and the contractor will assist with any migration without charge.

Key Personnel

Contractor must provide education and experience for each project team member assigned to this project.

General requirements for Key Personnel are as follows:

1. The Contractor must assign and identify an Account Manager to the project during configuration, workflow development and implementation and throughout the term of the contract. The Account Manager must be familiar with the TMS processes and the web application being proposed.
2. The Contractor must assign and identify a Project Manager to the project during configuration, workflow development and implementation and throughout the term of the contract. The Project Manager must be familiar with the TMS processes and the web application being proposed.
3. The Contractor must assign and identify a Project Team for the project during configuration, workflow development and implementation and throughout the term of the contract. The Project Team must be familiar with the TMS processes and the web application being proposed.
4. All staff assigned to the project from the vendor will be required to sign State of Nebraska confidentiality agreements.

Vendor Responsibilities for Configuration, Workflow Development, and Implementation

1. Prepare and submit weekly project status reports through implementation.

2. Assist with the development of Configuration, Workflow Validation Documents, and documenting best-practices for the business and system requirements.

3. Develop a Test Plan and assist the State in conducting user acceptance testing.

4. Prepare the Implementation Plan which includes the planned implementation process and identify any issues and risks.

5. Provide a Users and Training Manual.

6. Prepare and conduct System Administrator and Train-the-Trainer training and all associated Training Materials and guides that are consistent with the End-User Manual, Operating Procedures and on-line help for the State.

7. Monitor TMS system processing and performance to ensure all functions and features are operating correctly, and correct any errors identified during the initial operations period.

8. Prepare and submit initial drafts through final deliverables for State review and approval.

State Responsibilities for Configuration, Workflow Development and Implementation Responsibilities

1. Provide input and clarifications to the TMS Contractor for developing deliverables.

2. Participate in the configuration, workflow development and implementation of the TMS system. Provide input for solutions to issues.

3. Assist in the conversion of any legacy system information to the TMS solution.

4. Review and comment and approve initial draft through final deliverables.

5. Participate and assist with training sessions.

6. Assist in the coordination of implementation activities.

7. Provide approval to implement each component in the solution.

8. Monitor TMS Contractor Performance.

Change Management Responsibilities

Change management is a process that helps organizations adapt to new working environments. It facilitates the process of making proposed changes acceptable and achievable in the organization by helping people understand the need for the change, supporting participation in the transition process, and building commitment and buy-in. It is an essential component in any transformation project, particularly in a project such as the TMS. Change is by its very nature disruptive and must be systematically planned and supported in order to minimize the depth and length of performance disruptions. Even minor change may be hard to assimilate, cause frustration, anxiety or uncertainty among the work force and divert attention away from meeting productivity goals and quality standards.

The State recognizes that involvement, understanding and commitment of employees is key to the successful implementation. State employees must make all key process design and configuration decisions. Specific provisions must be made for small agency participation in decision making without disrupting agency operations (e.g. avoid disruptions caused by removing people from their jobs for extended periods). The contractor must have a proven, successful methodology for introducing change into organizations. The change methodology should incorporate education, expectation management, employee understanding, motivation and problem solving. Education should include promote understanding of the new business processes.

The State is prepared to contribute business and technical resources to the project. The contractor must identify the number of people required and the assignments that will most effectively utilize these resources along with a description of the skills that they require. The contractor must describe and provide any training for state employee project team members.

TMS Transition Responsibilities

The Contractor shall be responsible for go-live and 90-day support activities for each component. The Contractor is responsible to ensure the transition of each component occurs smoothly and without disruption to the State.

TMS Contractor Responsibilities

1. Provide a draft detailed Turnover Plan of each component.
2. Modify the Turnover Plan based upon the results of State review.
3. Transfer data, documentation, and other applicable materials to the State in accordance with the approved Turnover Plan.
4. Provide technical and professional support to the State.
5. Prepare and submit initial draft through final deliverables for State review, comment and approval.

State TMS Transition Responsibilities

1. Provide input to the development of the Turnover Plan.
2. Provide for the receipt of all materials (e.g., files, reports, etc.) turned over by the Contractor.
3. Review, comment and approve initial drafts through final deliverables.
4. Monitor TMS Contractor performance.

Mandatory Business and System Requirements Matrix

The matrix delineates mandatory requirements. The first level of evaluation is based on the bidder's response to all "Mandatory" requirements with "Yes." If any of these mandatory requirements are left blank, not filled in with a "Yes," the bidder's proposal response will not move forward in the evaluation process.

	Mandatory Requirement	**Mark "Yes" if Solution Meets Mandatory Requirement**
RQ 1.	Must meet all EEO Federal Reporting Requirements, including EEO4. Must have a direct connection to E-verify for U.S. citizenship validation.	
RQ 2.	Must be OFCCP Compliant. See website for further information. http://www.dol.gov/esa/regs/compliance/ofccp/faqs/iappfaqs.htm	
RQ 3.	Must support configurable reporting capabilities at no additional costs.	
RQ 4.	Must integrate with Internet Explorer 6.0 and higher at minimum as well as Firefox 2.0, and Safari 3.0.	
RQ 5.	Must include the ability to attach and store documents of different file formats (e.g. PDF, Word, Excel, and CSV).	
RQ 6.	Must include role-based dashboards and administrative permissions configurable to fit the security and needs of the user (e.g., Governor, agency director, manager, HR administrator, and employee).	
RQ 7.	Must support electronic signatures.	
RQ 8.	Must include a competency library that integrates with all components of the solution. The competency library must include, at minimum, competencies and their descriptions, behaviors that support the competency, and suggested activities to enhance the competency.	
RQ 9.	Must support complete history tracking for all component pieces and the ability to report on that history.	
RQ 10.	Must support configurable templates, workflows, security roles, and dashboards for groups. Examples include constitutional agencies, temporary and/or part-time employees, hourly and salaried employees.	
RQ 11.	Must include ability to change password on demand and provide a user-prompt at prescribed intervals.	
RQ 12.	Must include ability for the employee to update personal demographic data.	
RQ 13.	Must support bi-directional interface with ERP (J.D. Edwards/PeopleSoft 8.10 (moving to Oracle J.D. Edwards Enterprise One 9.0 by December, 2009.)	
RQ 14.	Must conform to the State of Nebraska NITC Standards. http://www.nitc.ne.gov/standards/	
RQ 15.	"Data in flight" must be encrypted. The web browser must use SSL technology. Personally identifiable information like social security numbers must be encrypted when "at rest."	
RQ 16.	Vendor must bid on all seven components and complete each functionality matrix. This requirement does not apply to background check services and online learning content because they will be considered separately.	

RQ 17.	The State will only consider bids from one primary vendor with up to three subcontractors to complete the Talent Management Software Solution. This requirement does not apply to background check services and online learning content because they will be considered separately.	
RQ 18.	Vendor must meet a minimum of 85% requested Talent Management Software Solution functionality, not including the Technical Requirements, Customer Support / Maintenance, Customization / Configuration, and Administrative Functions Matrices, for the entire solution as listed in the other matrices. Each function in each matrix may be subject to a scripted demonstration by the bidder. This requirement does not apply to background check services and online learning content because they will be considered separately.	

HOW TO COMPLETE THE FUNCTIONALITY MATRIX FOR EACH SECTION BELOW

The functionality matrix for each section below must be completed, using the format provided and returned with the Request for Proposal response. For each section, bidders must provide a response directly in the matrix, using as much space as needed. Responses do not need to be limited to one line. Bidders must not change the order of the project requirements.

Each of the items from the "Project Requirements" matrix of this RFP require a response of SC=Standard/Configurable in Core Product; AP=Available through 3rd Party partnership; FR=Future Release; R=Requires customization; or N=Not Available.

Below is the State's expectation of each terminology.

Standard/Configurable in Core Product	In current release, meets requirement without manipulation of fields, forms or the need to add fields and tables and can be easily configured; no customization necessary.
Available via 3rd Party Partnership/Integrates with Core Product	Available through a third party relationship; integration exists and has been used by others at no additional cost.
Scheduled for Future Release in Core Product	Not available in current release but scheduled to be released. Please provide scheduled release date.
Requires Customization	Not in current release; however, can be done through customization of product.
Not Available	The software does not or cannot meet the requirement.

Overall Solution Matrix

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
OS 1.	Should include spell check, comment assistant, and legal checker in all applicable components.					
Vendor Description and Comments						
OS 2.	Should sync with Microsoft Exchange (MAPI connection) for all notifications, assignments, events, etc. and calendar coordination.					
Vendor Description and Comments						

COMPONENT OVERVIEW

DESCRIBE ANY UNIQUE CHARACTERISTICS OF YOUR OVERALL SOLUTION, AND EXPLAIN HOW IT INTEGRATES WITH A 3RD PARTY, IF APPLICABLE.

DETAIL ANY ADDITIONAL COSTS ON THE TMS COST SCHEDULE.

Reporting Functionality Matrix

The ability to extract data that has been entered, tracked and/or stored within a TMS, the State's current ERP, and the Budget Information System is extremely important and must easily accommodate both the enterprise business needs, as well as, agency-specific reporting requirements. Information to be reported on must be updated daily. If provided by a third party, the reporting capability must be included on the TMS Cost Schedule

It must be possible to create reports that reflect status as of a specified point-in-time (e.g., applicant lists or positions as of a specific date/time). There must be history tracking for all information in the system and have the capability to report on that history. Standard reports must be included. Report wizards or similar techniques should be available to guide users through report creation. The system must support federal, state and agency reporting requirements necessary for accreditation, such as EEO-4.

Reports must be formatted to print on local PC and LAN attached printers as well as on centralized high-speed printers. It should be possible to deliver fixed reports to users on a pre-determined schedule to be reviewed online, to be retained online or to be printed at the user's discretion.

The system should support text-based searches and include the ability to develop ad hoc reports at the State's discretion and include a data dictionary or similar provision to allow non-technical users to identify the appropriate data elements for inclusion in reports.

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
R 1.	Should include the ability to create status/point-in-time reports (date/time specific).					
Vendor Description and Comments						
R 2.	Should include support for 3rd-party ad hoc reporting tools such as Crystal Reports.					
Vendor Description and Comments						
R 3.	Should include the ability to create historical reports through all phases of the system.					
Vendor Description and Comments						
R 4.	Should include the ability to create reports utilizing "report wizards" or similar techniques to guide users through report creation.					
Vendor Description and Comments						

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
R 5.	Should deliver fixed reports to users on a pre-determined schedule to be reviewed online, to be retained online, or to be printed at the user's discretion.					
Vendor Description and Comments						
R 6.	Should include a data dictionary or similar provision to allow non-technical users to identify the appropriate data elements for inclusion in reports.					
Vendor Description and Comments						
R 7.	Should include text-based searches, and report on the results without customization or additional charge.					
Vendor Description and Comments						
R 8.	Provide a list of your system delivered/standard reports.					
Vendor Description and Comments						
R 9.	Should e-mail web links as a method to deliver reports.					
Vendor Description and Comments						
R 10.	Describe how your solution would report on the following sample report data: • Employee Name • Agency, Program Business Unit • Date Range • Employee Address Book Number					
Vendor Description and Comments						

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
R 11.	Describe how your solution would report on the following sample performance report data: • Length of time in a job or classification; • Performance Ratings (below, at and above satisfactory); • Performance by Program and Subprogram areas; • Performance by Supervisors/Teams; and • Performance by Business Unit to meet an agency's accreditation, licensure or federal mandates.					
Vendor Description and Comments						
R 12.	Describe how your solution would report on the following turnover report data: • Capacity to run statistical variance reports to know if data is statistically significant or an outlier; • Data points need to include information by shifts, reasons for departure; and • Statistics on new hire termination causes.					
Vendor Description and Comments						

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
R 13.	Describe how your solution would report on the following sample applicant tracking report data: • Job status (e.g., vacant, advertised, advertised/on-hold); • Job Posting deadline; • Date Screening completed; • Date Interviews scheduled; • Date Reference Checks completed; • Date Job Offer made; • Date Person starts employment (This time tracking gets to efficiency of processes, and expeditiously filling positions).					
Vendor Description and Comments						

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available

R 14.	Describe how your solution would report on the following sample compensation report data:
	• By Type and Amount
	  o Call Back
	  o On Call
	  o Straight Time Overtime
	  o Holiday Pay, etc.
	  o Unique compensation situation
	  o Roll Call Pay
	  o Shift Differential Pay by position type
	    1. Nurses
	    2. Food Service
	    3. Custody
	• Salary Equity
	• Vacancy savings dollars associated with how long the position has been vacant
	• Job Class
	  o Years in Service
	  o Similarly situated salary
	• Average Salaries					

Vendor Description and Comments						

COMPONENT OVERVIEW

DESCRIBE ANY UNIQUE CHARACTERISTICS OF YOUR REPORTING SOLUTION, AND EXPLAIN HOW IT INTEGRATES WITH A 3RD PARTY, IF APPLICABLE.

DETAIL ANY ADDITIONAL COSTS ON THE TMS COST SCHEDULE.

Workflow Functionality Matrix

The State of Nebraska is seeking to automate the distribution of electronic documents to individuals in a more efficient manner. The workflow capabilities of a TMS must replace paper-based processes like placing a job requisition, reclassification requests, and applicant form letters, as well as automate communication processes like performance deadline notifications and training course attendance approvals.

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
W 1.	Should accommodate both enterprise business rules to define the flow of work, as well as, agency-specific policies.					
Vendor Description and Comments						
W 2.	Should include a status view of workflow transactions to determine where information or actions may be delayed.					
Vendor Description and Comments						
W 3.	Should include standard and configurable approval time frames and alternative approval routes, along with reminders for overdue tasks.					
Vendor Description and Comments						
W 4.	Should capture non-textual information where necessary to support the business process (e.g., a scanned image such as educational transcripts, or DD214 Military Service Date Verification forms).					
Vendor Description and Comments						
W 5.	Should provide automatic notification when a specified event occurs, such as when an agency's position request has been approved or denied.					
Vendor Description and Comments						

COMPONENT OVERVIEW

DESCRIBE ANY UNIQUE CHARACTERISTICS OF YOUR WORKFLOW SOLUTION, AND EXPLAIN HOW IT INTEGRATES WITH A 3RD PARTY, IF APPLICABLE.

DETAIL ANY ADDITIONAL COSTS ON THE TMS COST SCHEDULE.

Skill and Behavioral Assessments Matrix

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
AS 1.	Should offer web-based skills assessments to employees and applicants. List all available.					
Vendor Description and Comments						
AS 2.	Should offer web-based behavioral assessments to employees and applicants. List all available.					
Vendor Description and Comments						
AS 3.	Should offer validated rating and ranking features for each assessment.					
Vendor Description and Comments						
AS 4.	Describe how your solution would utilize assessments for selecting future State employees.					
Vendor Description and Comments						
AS 5.	Describe how the State could utilize your solution to create valid assessments.					
Vendor Description and Comments						

COMPONENT OVERVIEW

DESCRIBE ANY UNIQUE CHARACTERISTICS OF YOUR ASSESSMENT SYSTEM, AND EXPLAIN HOW IT INTEGRATES WITH A 3RD PARTY, IF APPLICABLE.

DETAIL ANY ADDITIONAL COSTS ON THE TMS COST SCHEDULE.

Applicant Tracking Matrix
Recruiting and Sourcing

Currently, there are four (4) full-time recruitment staff and one (1) selection analyst who work directly with agencies to post and fill positions. The State of Nebraska posts over 4100 jobs, receives approximately 21,000 new applications, refers over 50,000 job applicants and hires approximately 4300 permanent and temporary employees per year. Currently, various automated and manual processes are used to handle this work.

The State's goal is to provide current employees and new applicants with convenient access via a web browser for completing an application, applying for jobs and supplying additional application materials (e.g., resume, cover letter, references, etc.), monitoring their job search, and providing them with an electronic decision notification. Information must be available seven (7) days per week, 24 hours per day, 365 days per year. The system should allow authorized users to obtain and update information through self-service applications that require little or no training and have integrated workflow processes.

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
ATS 1.	Should include configurable - portals to post documents, job descriptions, assessments, contacts, resume submission and a central point of bi-directional communication with the applicants and agency.					
Vendor Description and Comments						
ATS 2.	Should include a configurable online, web-based application and resume template(s) (i.e., applicant profile including a skills inventory).					
Vendor Description and Comments						
ATS 3.	Should include a date and time-stamp of when an electronic application was submitted and/or updated.					
Vendor Description and Comments						
ATS 4.	Should include electronic acknowledgments (e.g., automatic e-mail notification to the job applicant).					

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
Vendor Description and Comments						
ATS 5.	Should include spell check feature for applicants.					
Vendor Description and Comments						
ATS 6.	Should include automatic notification to the job applicant(s) of new vacancies relevant to their individual skills and qualifications. Notification can be through email, texting, or social networking opportunities (i.e. Facebook, LinkedIn, Twitter, texting to cell phone, etc.).					
Vendor Description and Comments						
ATS 7.	Applicants should be able to electronically track job status via password protected accounts.					
Vendor Description and Comments						
ATS 8.	Applicants should view current job postings and apply electronically for multiple openings.					
Vendor Description and Comments						
ATS 9.	Should include configurable online job requisition template.					
Vendor Description and Comments						
ATS 10.	Should include the ability to post job openings simultaneously to multiple job boards. Detail any additional costs on TMS Cost Schedule.					
Vendor Description and Comments						
ATS 11.	Should include the ability to create online questionnaires for initial applicant screening.					
Vendor Description and Comments						

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
ATS 12.	Should include the ability to recreate history on all recruitment, selection and hiring activities.					
Vendor Description and Comments						
ATS 13.	Should include the ability to utilize mail merge functionality.					
Vendor Description and Comments						
ATS 14.	Should include the ability to advertise, manage, and track a contingent workforce, including temporary employees, interns, etc.					
Vendor Description and Comments						
ATS 15.	Should include the ability to create, maintain and post internal and external job openings/advertisements as necessary. Should be able to differentiate between and track activity on internal and external postings.					
Vendor Description and Comments						
ATS 16.	Should conduct text and field searches, and conduct pre-defined searches to locate qualified candidates. Ability to have these same searches conducted by Automatic Overnight Process (AOP) or "agents."					
Vendor Description and Comments						
ATS 17.	Should track source history and total cost-per-hire in procuring that particular applicant (e.g., advertising, staff commitment, salary, etc.) AND be able to group/report information by job, agency, classification, position and recruiter for example.					

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
Vendor Description and Comments						
ATS 18.	Should include the ability to compare internal candidates and external candidates against a job requisition criteria and receive a "best match" report in one view.					
Vendor Description and Comments						
ATS 19.	Should include the ability to upload and update acquired skills and certifications into the system, such as foreign language, master's degree, etc.					
Vendor Description and Comments						
ATS 20.	Should include the ability to "lock job referrals" until the recruiter has collected ALL applications and completed the pre-screening process.					
Vendor Description and Comments						
ATS 21.	Should restrict changing/altering information on the applicant record once submitted for application.					
Vendor Description and Comments						
ATS 22.	Should collect and store additional information in the system such as, background check results (criminal, educational, etc.), Veterans' Discharge Status (DD214), reference checks, drug testing results, and other documents from multiple sources within the applicant/employee profile. Describe how your solution stores this information and attaches this information to an applicant or employee profile.					
Vendor Description and Comments						

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
ATS 23.	Should record status changes (e.g., interviewed, not interviewed, hired, etc.) to the applicant record.					
Vendor Description and Comments						
ATS 24.	Should electronically schedule interview times/dates and resources using system and the State's email system, Microsoft Exchange.					
Vendor Description and Comments						
ATS 25.	Should indicate status of vacancy in order to know what positions are open and advertised, open and will be advertised, open but on hold, open-no funding, open but being reclassified.					
Vendor Description and Comments						
ATS 26.	Should track job requisition history (e.g., number of times the position has been vacant, why person left the position, etc.).					
Vendor Description and Comments						
ATS 27.	Should track advertising costs for most effective recruiting.					
Vendor Description and Comments						
ATS 28.	Should automatically calculate length of service for employee working on a contingent basis.					
Vendor Description and Comments						
ATS 29.	Should allow multiple applications and/or resumes for a single applicant to apply for multiple postings.					
Vendor Description and Comments						

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
ATS 30.	Should allow applicant to upload resume and have the solution automatically recommend jobs based on job requirements and the applicant's qualifications.					
Vendor Description and Comments						

COMPONENT OVERVIEW

DESCRIBE ANY UNIQUE CHARACTERISTICS OF YOUR APPLICANT TRACKING SYSTEM, AND EXPLAIN HOW IT INTEGRATES WITH A 3RD PARTY, IF APPLICABLE.

DETAIL ANY ADDITIONAL COSTS ON THE TMS COST SCHEDULE.

Background Checks

Background check services will be evaluated independently of the Talent Management Software Solution and separate contracts may be awarded for background check services.

Bidders may respond to the background check services portion of the bid only. Bidders are required to complete this matrix of Section IV of the RFP, the applicable TMS Cost Schedule worksheet(s), as well as submit all other Sections of the RFP as required.

As part of the State's goal to automate manual and time-intensive processes, the State desires to incorporate background checks into the Talent Management Software Solution. Currently each agency has different background check requirements, ranging from a local criminal check to National Criminal Index Services (NCIS) and National Crime Information Center (NCIC) checks, as well Department of Motor Vehicle record checks and fingerprint checks. The capability to view these results must be based, at minimum, on role security. These searches could be done by two methods: 1) a combination of name, social security number, and date of birth, or 2) the use of fingerprints.

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
BK 1.	Should have the ability to conduct county courthouse searches, both felony and misdemeanor within the past seven (7) years.					
Vendor Description and Comments						
BK 2.	Should have the ability to conduct statewide searches accessed from state repositories. Should include criminal convictions (felonies and misdemeanors) within the past seven (7) years.					
Vendor Description and Comments						
BK 3.	Should have the ability to conduct Federal Criminal Search and directly access the Federal crime repository to identify criminal convictions on federal charges.					
Vendor Description and Comments						
BK 4.	Should have the ability to conduct National Criminal Index Searches (NCIS).					
Vendor Description and Comments						
BK 5.	Should have the ability to conduce education verifications' confirming degrees, diplomas, certificates, and dates attended from universities, colleges, and trade/vocational schools.					
Vendor Description and Comments						

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
BK 6.	Should provide the ability to conduct Professional License Verification validating professional licenses for educators, CPAs, attorneys, medical professionals and any other licensed employee.					

COMPONENT OVERVIEW

DESCRIBE ANY UNIQUE CHARACTERISTICS OF YOUR BACKGROUND CHECKING CAPABILITIES, AND EXPLAIN HOW IT INTEGRATES WITH A 3RD PARTY, IF APPLICABLE.

DETAIL ANY ADDITIONAL COSTS ON THE TMS COST SCHEDULE.

Web 2.0 Functionality Matrix

The State of Nebraska seeks to use Web 2.0 functionality for building online communities for the State's employees to encourage new ways to communicate and share information. The State expects this component to provide a variety of ways for users to interact, such as e-mail, instant messaging, blogging, podcasts, and WIKIs.

Additionally, a successful Social Networking component should allow real-time electronic job posting to external social networking sites like Facebook, Twitter, GovLoop, LinkedIn, etc.

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
SN 1.	Should link to social networking sites for job posting announcements and recruiting efforts.					
Vendor Description and Comments						
SN 2.	Should support notices and e-mails customizable by the client and include automatic personalization (employee name, agency, division, business unit, etc.) at no additional charge.					
Vendor Description and Comments						
SN 3.	Should include built-in support for Podcasts in the following locations: Portal Pages, Course Pages, Discussion Boards, and within 3rd Party courseware.					
Vendor Description and Comments						
SN 4.	Should include the ability for instructors to create and schedule custom e-mail messages with attachments.					
Vendor Description and Comments						
SN 5.	Should include built-in support for Blogs including a user friendly What You See Is What You Get (WYSIWYG) interface and rich text editor.					
Vendor Description and Comments						

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
SN 6.	Should include built-in support for WIKI-based courses and training portal pages.					
Vendor Description and Comments						
SN 7.	Should include real-time synchronous built-in chat that can be open access or moderated.					
Vendor Description and Comments						
SN 8.	Should include threaded discussion boards (forums) that can be open access or moderated.					
Vendor Description and Comments						
SN 9.	Should include chat and discussion boards that can be opened to all employees or specific employee groups.					
Vendor Description and Comments						
SN 10.	Should support user searches for Podcasts using user-friendly web-based Graphical User Interface (GUI).					
Vendor Description and Comments						
SN 11.	Describe how the State can handle tasks associated with social networking applications within your solution and Microsoft Exchange.					
Vendor Description and Comments						
SN 12.	Describe which social networking sites your solution has worked directly with and the results of those efforts.					
Vendor Description and Comments						

COMPONENT OVERVIEW

DESCRIBE ANY UNIQUE CHARACTERISTICS OF YOUR WEB 2.0 SOLUTION, AND EXPLAIN HOW IT INTEGRATES WITH A 3RD PARTY, IF APPLICABLE.

DETAIL ANY ADDITIONAL COSTS ON THE TMS COST SCHEDULE.

On-boarding / Off-boarding Matrix

Currently the State of Nebraska does not employ a consistent on- or off-boarding process for new employees or those separating from employment from the State. Those responsibilities are currently left to the individual agencies. The result is that newly-hired employees, while possibly receiving indoctrination into a specific agency, do not generally have an opportunity to be welcomed as a member of the State government "team." Nor are employees who separate their employment with the State given an opportunity to share their experiences with the State as a whole.

The State is seeking an on- and off-boarding solution that is user-friendly, flexible, and functional enough to communicate a message of the State as one employer, while allowing agencies some autonomy in fostering an agency-level message for the over 4300 new employees hired each year. The on-boarding and off-boarding solution needs to be able to provide relevant information to new employees in real-time, and also to collect information provided by exiting employees for macro-use in succession and workforce planning, team-building, and general skill and workplace enhancement.

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
ON 1.	Should include ability for new hires to pre-board via a web portal.					
Vendor Description and Comments						
ON 2.	Should add an applicant to the organization as an employee and allow the new hire to electronically complete paperwork such as I-9, W-4, benefits enrollments, etc.					
Vendor Description and Comments						
ON 3.	Should create web-based forms of any internal document and have all fields captured and reportable in the system and to create workflows and necessary approvals configured without customization.					
Vendor Description and Comments						
ON 4.	Should track and monitor all new hire activities, due dates, learning activities in the on-boarding process and send automated reminders to appropriate staff with due dates through Microsoft Exchange .					

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
Vendor Description and Comments						
ON 5.	Should include technology that supports video streaming, podcasts, web meetings or web conferencing, and similar technologies.					
Vendor Description and Comments						
ON 6.	Should house a welcome video and create new hire tours of facilities and work environments at the agency level.					
Vendor Description and Comments						
ON 7.	Should include an automated first day at work checklist and workflow for the employee, supervisor, and HR configurable at the state, agency, division, and team-level, to include provisioning for uniforms, e-mail address, computer access, security badges, parking passes, etc.					
Vendor Description and Comments						
ON 8.	Should include an automated last day at work checklist and workflow for the employee, supervisor, and HR configurable at the state, agency, division, and team-level, to include provisioning for uniforms, e-mail address, computer access, security badges, parking passes, etc.					
Vendor Description and Comments						
ON 9.	Should ensure statewide policies and compliance requirements are electronically acknowledged, tracked and stored (i.e., Drug Free Workplace Policy, Acceptable Computer Use, etc.).					

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
Vendor Description and Comments						
ON 10.	Should pre-populate new hire payroll and HR forms with employee data from ATS.					
Vendor Description and Comments						
ON 11.	Should create entrance and exit surveys where the information is collectable and reportable.					
Vendor Description and Comments						
ON 12.	Should perform ad hoc surveys, aggregate results, and have reporting capabilities on the results.					
Vendor Description and Comments						
ON 13.	Describe how your solution would handle minimum physical test tracking, random and pre-employment drug testing and medical exams. These items become recurring needs once an employee is hired. Should handle the storing of results and scheduling of these items.					
Vendor Description and Comments						

COMPONENT OVERVIEW

DESCRIBE ANY UNIQUE CHARACTERISTICS OF YOUR ON- AND OFF-BOARDING SOLUTION, AND EXPLAIN HOW IT INTEGRATES WITH A 3RD PARTY, IF APPLICABLE.

DETAIL ANY ADDITIONAL COSTS ON THE TMS COST SCHEDULE.

Performance Management Processes Matrix

Within Nebraska State Government, performance management is a decentralized function. Guidelines are issued by the Administrative Services - State Personnel Division; however, performance evaluations are conducted and monitored at the agency level. Each agency utilizes a different format for capturing data and evaluating an employee's performance. Most often, this is where evaluating performance ends; the employee's performance evaluation is filed away until the next reporting period and nothing more is done with the information that is captured. The thought of aligning the Administration's goals to the agencies' goals, and relating them to the employees' goals is a concept that Nebraska State Government is interested in pursuing.

The State of Nebraska is seeking a flexible performance management technology solution that will provide a consistent method of capturing and strengthening employee skills and competencies through training and developmental opportunities, encouraging good performance, and helping employees keep up with changes in the workplace, such as the introduction of new technology and software. The performance management system should also be configurable at the agency level.

Goal Management

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
GM 1.	Should support ongoing performance and development goal feedback/approval from employees and managers as part of the performance management process.					
Vendor Description and Comments						
GM 2.	Should support configurable options for goal categories, approvals and details (e.g., timing, weighting, etc.)					
Vendor Description and Comments						
GM 3.	Should score performance against objectives and support Specific, Measurable, Actionable, Realistic, Timely (SMART) goals.					
Vendor Description and Comments						
GM 4.	Should align employee goals with state, agency, division, and team strategic and operational goals.					
Vendor Description and Comments						
GM 5.	Should track and monitor all goal-related activities, due dates, and learning activities and send automated reminders to appropriate staff with due dates through Microsoft Exchange .					

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
Vendor Description and Comments						
GM 6.	Should create goals, map job profiles to goals, map skill attainments to goals, and map targets and measures to goals to support organizational metrics.					
Vendor Description and Comments						
GM 7.	Should allow for goals, objectives, action steps, timeframes, resources, and evaluation.					
Vendor Description and Comments						
GM 8.	Should create categories of goals for fiscal and/or calendar years, agencies, departments, divisions, etc.					
Vendor Description and Comments						
GM 9.	Should include full goal reporting at supervisor level and system-wide level as standard views and reports.					
Vendor Description and Comments						
GM 10.	Should create the State's own measure scales, values and names.					
Vendor Description and Comments						

COMPONENT OVERVIEW

DESCRIBE ANY UNIQUE CHARACTERISTICS OF YOUR GOAL MANAGEMENT SOLUTION, AND EXPLAIN HOW IT INTEGRATES WITH A 3RD PARTY, IF APPLICABLE.

DETAIL ANY ADDITIONAL COSTS ON THE TMS COST SCHEDULE.

Performance Appraisals

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
PA 1.	Should include ability for supervisor to: post performance appraisal, create and issue a personal improvement plan with web-based training (WBT), instructor-led training (ILT), assignments, mentoring, collaboration and test results all packaged in a single development plan with due dates and assigned to the employee.					
Vendor Description and Comments						
PA 2.	Should support archiving previous appraisals and making them available to appropriate staff.					
Vendor Description and Comments						
PA 3.	Should support competency-based appraisals.					
Vendor Description and Comments						
PA 4.	Should map performance appraisal scales directly to competency scales within the system.					
Vendor Description and Comments						
PA 5.	Should support goal-based appraisals.					
Vendor Description and Comments						
PA 6.	Should create flexible scales in the performance appraisals.					
Vendor Description and Comments						
PA 7.	Should support forced and/or unforced ranking of performance appraisal overall scores.					
Vendor Description and Comments						
PA 8.	Should support input from multiple sources/supervisors and calibration tools.					
Vendor Description and Comments						
PA 9.	Should create performance appraisals per job profile and configure each one individually through a wizard.					
Vendor Description and Comments						

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
PA 10.	Should allow supervisors to view all web-based, instructor-led, virtual instructor led training, test scores, completed assignments, and form completions in a rolled up view, prior to completing a performance appraisal.					
Vendor Description and Comments						
PA 11.	Should include views on a departmental/organizational level and rolled up reporting for performance appraisals to measure gaps per competency, per job profile.					
Vendor Description and Comments						

COMPONENT OVERVIEW

DESCRIBE ANY UNIQUE CHARACTERISTICS OF YOUR PERFORMANCE MANAGEMENT SOLUTION, AND EXPLAIN HOW IT INTEGRATES WITH A 3RD PARTY, IF APPLICABLE.

DETAIL ANY ADDITIONAL COSTS ON THE TMS COST SCHEDULE.

Multi-Rater/360 Degree Feedback

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
MR 1.	Should make 360 reviews available to users.					
Vendor Description and Comments						
MR 2.	Should include features/capabilities that allow "non-employees" or "external customers" to complete 360 surveys and record and report outcomes.					
Vendor Description and Comments						
MR 3.	Should support forced and/or unforced ranking of overall scores.					
Vendor Description and Comments						
MR 4.	Should include summary scoring and reports with charts and graphs that can be printed and made available electronically to the appropriate personnel.					
Vendor Description and Comments						
MR 5.	Should link to performance evaluations for consideration as part of the performance management process.					
Vendor Description and Comments						
MR 6.	Describe your rater selection system and process.					

COMPONENT OVERVIEW

DESCRIBE ANY UNIQUE CHARACTERISTICS OF YOUR 360 DEGREE MULTI-RATER SOLUTION, AND EXPLAIN HOW IT INTEGRATES WITH A 3RD PARTY, IF APPLICABLE.

DETAIL ANY ADDITIONAL COSTS ON THE TMS COST SCHEDULE.

Development Planning

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
DP 1.	Development plans should support and track ALL of the following: • Off-line events (conferences, contract training, workshops) • Mentoring sessions • ILT sessions • WBT courses and the status • Performance appraisals • Tests • Climate surveys • Virtual Instructor Led Training sessions • Assignments for learning • On the Job Training					
Vendor Description and Comments						
DP 2.	Should allow supervisors to run performance management reports for subordinates to support job progression/career paths.					
Vendor Description and Comments						
DP 3.	Should support employees tracking developmental activities and notifying managers of progress.					
Vendor Description and Comments						
DP 4.	Describe how development gaps are identified and communicated.					
Vendor Description and Comments						
DP 5.	Describe the training and development resources included with your system.					
Vendor Description and Comments						

COMPONENT OVERVIEW

DESCRIBE ANY UNIQUE CHARACTERISTICS OF YOUR DEVELOPMENT PLANNING SOLUTION, AND EXPLAIN HOW IT INTEGRATES WITH A 3RD PARTY, IF APPLICABLE.

DETAIL ANY ADDITIONAL COSTS ON THE TMS COST SCHEDULE.

Competency Management

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
CM 1.	Should support integration of competencies into the performance appraisal, multi-rater/360 feedback, goal management, development planning, learning management, and succession planning, and processes.					
Vendor Description and Comments						
CM 2.	Should support managing competencies – from creation and assignment to assessment, development and tracking.					
Vendor Description and Comments						
CM 3.	Should include suggested behaviors that support the identified competencies.					
Vendor Description and Comments						
CM 4.	Should support the importing of external talent management skills and competency libraries.					
Vendor Description and Comments						
CM 5.	Describe and submit any competency models provided with your solution.					
Vendor Description and Comments						

COMPONENT OVERVIEW

DESCRIBE ANY UNIQUE CHARACTERISTICS OF YOUR COMPETENCY MANAGEMENT SOLUTION, AND EXPLAIN HOW IT INTEGRATES WITH A 3RD PARTY, IF APPLICABLE.

DETAIL ANY ADDITIONAL COSTS ON THE TMS COST SCHEDULE.

Learning Management/
Learning Content Management Matrix

The State of Nebraska is seeking a Learning Management System (LMS) for delivering, tracking and managing statewide and agency specific training. Additionally, the State wants to distribute courses over the Internet and offer features that include online collaboration. At minimum, the State expects to automate record-keeping of professional development, compliance training and registration of employees for classroom and online courses, implement student self-service (e.g., self-registration on instructor-led training), training workflow (e.g., user notification, manager approval, wait-list management), the provision of online learning (e.g., Computer-Based Training, read and understand), management of continuous professional education (CPE), collaborative learning (e.g., application sharing, discussion threads), and training resource management (e.g., instructors, facilities, equipment). The Learning Management System (LMS) will also track the expenses associated with the cost of offering both online and classroom-based training.

The State also desires an LCMS for managing learning content across the State of Nebraska's approximately 80 agencies and various training development areas. The LCMS should provide developers, authors, instructional designers, and subject matter experts the means to create and re-use e-learning content and reduce duplicated development efforts.

Primary business challenges to be addressed by the LCMS are:

- coordinating our learning content for efficient searching and retrieval,
- productivity gains around rapid and condensed development timelines,
- productivity gains around assembly, maintenance and publishing / branding / delivery of learning content.

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
Integrated LMS and LCMS Application						
LM 1.	Should include web portal-style online training system and course creating tools.					
Vendor Description and Comments						
LM 2.	Should include online GUI.					
Vendor Description and Comments						
LM 3.	Should include WYSIWYG and HTML design tools.					
Vendor Description and Comments						
LM 4.	All design aspects should be controlled by the State (e.g., look and feel, branding) without extra charge.					
Vendor Description and Comments						
LM 5.	Should support Cascading Style Sheets (CSS).					

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
Vendor Description and Comments						
LM 6.	Should include ability to create custom home page and other portal page designs based on target populations/groups of users, including the ability to roll back to any previous version.					
Vendor Description and Comments						
LM 7.	Describe the full-featured Learning Management System functionality of your solution.					
Vendor Description and Comments						
LM 8.	Describe the full featured Learning Content Management System functionality of your solution.					
Vendor Description and Comments						
Built-in AICC and SCORM 2004 Importer						
LM 9.	Should include ability to import AICC and SCORM 1.2 and 2004 courses and integrate with 3rd-party content providers such as Element K, PureSafety, Brightline, Ninth House, etc. Detail any additional costs on the TMS Cost Schedule.					
Vendor Description and Comments						
LM 10.	Should include built-in Shareable Content Objects (SCO) Management Tool and have the ability to create new courses with SCO.					
Vendor Description and Comments						
LM 11.	Should include built-in SCORM manifest debugger.					
Vendor Description and Comments						
LM 12.	Should support SCORM 1.2 and 2004.					
Vendor Description and Comments						
LM 13.	Describe the maximum number of courses the system can support, or provide the maximum amount of storage space available for imported and developed courses.					
Vendor Description and Comments						

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
Built-in WBT Course Creator/Editor Tool						
LM 14.	Should include web-based course creating tool.					
Vendor Description and Comments						
LM 15.	Should include graphical WYSIWYG designing tool.					
Vendor Description and Comments						
LM 16.	Should include true Video Streaming Server.					
Vendor Description and Comments						
LM 17.	Should include code view (HTML) designing tool.					
Vendor Description and Comments						
LM 18.	Should include support for designing WBT with tools such as Flash, Dreamweaver, CourseMaker Studio, etc.					
Vendor Description and Comments						
LM 19.	Should include support version control and roll back.					
Vendor Description and Comments						
LM 20.	Should archive courses for retrieval and later use.					
Vendor Description and Comments						
LM 21.	Should support multiple content authors contributing to developing a single course.					
Vendor Description and Comments						
LM 22.	Courses should be fully HTML-based and support links to external URLs.					
Vendor Description and Comments						
LM 23.	Describe the off-the-shelf online courses spanning multiple disciplines (e.g., basic computer skills, management skills, compliance, etc.). List courses available. Detail any additional costs and pricing structures on the TMS Cost Schedule.					
Vendor Description and Comments						

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
Built-in Support Virtual Training (VILT)						
LM 24.	Should include integrated virtual online meeting and collaboration (Live Meeting, WebEx, etc.). Detail any additional cost on the Additional Costs Worksheet on the TMS Cost Schedule Attachment A.					
Vendor Description and Comments						
Support for Instructor-Led Training (ILT)						
LM 25.	Should include instructor scheduling.					
Vendor Description and Comments						
LM 26.	Should support multi-campus and multi-classroom events.					
Vendor Description and Comments						
LM 27.	Should support specific location information, including address and driving directions.					
Vendor Description and Comments						
LM 28.	Should support maximum classroom occupancy.					
Vendor Description and Comments						
LM 29.	Should support open enrollment period and automatically close the event based on a specific date.					
Vendor Description and Comments						
LM 30.	Should support student conflict management to avoid double-booking learners.					
Vendor Description and Comments						
LM 31.	Should include physical asset, other resources (staff), and inventory scheduling, including track training aids, and computers. Should include asset scheduling conflict avoidance.					
Vendor Description and Comments						
LM 32.	Should support individual session times/days, as well as multi-training/multi-sessions for registration and asset management.					
Vendor Description and Comments						

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
LM 33.	Should include online learner end-of-course surveys that are linked to an ILT event.					
Vendor Description and Comments						
LM 34.	Should include ability for assets to be grouped by category, location, owner, public/private scheduling availability.					
Vendor Description and Comments						
LM 35.	Sessions should be mapped to locations, assets, instructors, etc.					
Vendor Description and Comments						
LM 36.	Should assign and track multiple CEU types. Describe how many types of CEU's your solution manages, tracks, and reports.					
Vendor Description and Comments						
Personalized Learning Experience						
LM 37.	Should include personal "courses" view that has links to launch self-paced WBT as well as a calendar view for instructor-led training events.					
Vendor Description and Comments						
LM 38.	System should track all users training portal interaction (e.g., page views, time online, courses complete, % complete, etc.).					
Vendor Description and Comments						
LM 39.	Home page should automatically list user's full name without special programming required.					
Vendor Description and Comments						
LM 40.	Should include personalized calendar and "views" per user, including events, assignments, learning plans, tasks, certifications, skills, etc.					
Vendor Description and Comments						
LM 41.	Learners should be able to search course catalog by keywords within title, course description, date of event, location, instructor for self-directed learning.					
Vendor Description and Comments						
LM 42.	Students should have ability to enter and track course notes online.					

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
Vendor Description and Comments						
LM 43.	Should include automatic e-mail notification when registered for learning activities.					
Vendor Description and Comments						
LM 44.	Should support generating multiple proposed schedules.					
Vendor Description and Comments						
LM 45.	Should allow quality surveys to be sent to learners to solicit feedback.					
Vendor Description and Comments						
LM 46.	Includes ability to have a "Free Access" system (no charge for user license) so end users can view all available courses, sessions, and other learning interventions and are only required to log in and take up a user account if they launch a course or use the e-commerce feature.					
Vendor Description and Comments						
Support for Supervisors/Managers						
LM 47.	Should include the option to require multiple supervisor approval workflows.					
Vendor Description and Comments						
LM 48.	Should include appropriate staff notification of subordinates' training schedule.					
Vendor Description and Comments						
LM 49.	Learner, supervisor, and HR staff should be able to view and print certificates of completion.					
Vendor Description and Comments						
Enrollment Management						
LM 50.	Should include support for WBT.					
Vendor Description and Comments						
LM 51.	Should include support for ILT.					
Vendor Description and Comments						
LM 52.	Should include support for synchronous and asynchronous online training.					

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
Vendor Description and Comments						
LM 53.	Should include the ability for training types to be scheduled as "events" with start and end dates.					
Vendor Description and Comments						
LM 54.	Should include time-based event scheduling.					
Vendor Description and Comments						
LM 55.	Should include customizable title and description for events.					
Vendor Description and Comments						
LM 56.	Should enroll students by batch and as individuals.					
Vendor Description and Comments						
LM 57.	Should automatically cancel course if minimum attendance requirements are not met.					
Vendor Description and Comments						
LM 58.	Should support minimum and maximum event size and send notification to applicable personnel when the thresholds are met.					
Vendor Description and Comments						
LM 59.	Should include automatic wait listing and automatic movement when space becomes available. Should send notification to applicable personnel about participant status changes.					
Vendor Description and Comments						
LM 60.	Should be able to enable/disable self registration.					
Vendor Description and Comments						
LM 61.	Should include ability to set rules that automatically open/close registration dates.					
Vendor Description and Comments						
LM 62.	Should allow instructor to customize course roster (select fields like name, dept. etc.), and manage the attendee roster to instructor specification.					

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
Vendor Description and Comments						
LM 63.	Should allow manual update per-registration status (dropped, no show, complete).					
Vendor Description and Comments						
LM 64.	Should include support for mixed training modalities (blended learning). Describe how your system supports this type of training.					
Vendor Description and Comments						
Organizing and Searching Catalog						
LM 65.	Should track "programs" completed, including registration for programs, progress made in the program, and identification as part of "development plan" with courses to be selected and progress made.					
Vendor Description and Comments						
LM 66.	Should organize online events and activities into custom categories.					
Vendor Description and Comments						
Training Assignments						
LM 67.	Should include ability to have instructors create individual and group assignments.					
Vendor Description and Comments						
LM 68.	Should be able to attach files (e.g., Word, Excel, PDF, etc.) to assignments.					
Vendor Description and Comments						
LM 69.	Should include ability for instructor to grade individual and group assignments.					
Vendor Description and Comments						
LM 70.	Should supports automatic grading of tests, assignments, etc. and displays results to the learner, record results in employee's profile and grade book, and send notifications to appropriate staff.					
Vendor Description and Comments						
LM 71.	Upon registration, solution should automatically assign homework, or pre-work to employee if required for the course.					

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
Vendor Description and Comments						
LM 72.	Should provide automated progress reports to supervisors, students, trainers, etc.					
Vendor Description and Comments						
LM 73.	Should include differing access levels to be granted to see employee's progress.					
Vendor Description and Comments						
LM 74.	Must include the ability to manually create, import from a text file, or allow employees to self-register within the LMS.					
Vendor Description and Comments						
Built-in Digital Asset Management Tool						
LM 75.	Should integrate with course editing tools.					
Vendor Description and Comments						
LM 76.	Should support the following file types: PowerPoint, Word, Excel, Adobe Acrobat, Adobe/Macromedia Flash, JPEG, MP3, and Window's Media. Others?					
Vendor Description and Comments						
LM 77.	Should include digital asset "search."					
Vendor Description and Comments						
LM 78.	Should support custom asset meta-tagging, keywords, search, and ability to view where assets are used throughout the system.					
Vendor Description and Comments						
LM 79.	Should provide asset version control and roll-back.					
Vendor Description and Comments						
LM 80.	Should support custom hierarchical folders.					
Vendor Description and Comments						
LM 81.	Should support Kirkpatrick Survey Levels.					
Vendor Description and Comments						
LM 82.	Should create question and answer pools with built-in online tools – questions and answers can be shared across multiple training portals (global access).					

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
Vendor Description and Comments						
LM 83.	Should include randomized answer order.					
Vendor Description and Comments						
LM 84.	Should include randomized multiple choice, true/false, fill-in-the-blank, free response essay.					
Vendor Description and Comments						
LM 85.	Should support pre, post, and online tests that can be used repeatedly, with results for each individual stored with the ability to retrieve and report on the results.					
Vendor Description and Comments						
LM 86.	Should include built-in assessment “wizard” tool for creating tests quickly and easily.					
Vendor Description and Comments						
LM 87.	Should allow images and other digital items be linked to questions.					
Vendor Description and Comments						
LM 88.	Should limit number of testing attempts allowed and set time limits on assessments/tests.					
Vendor Description and Comments						
LM 89.	Should show instructor feedback based on responses to questions.					
Vendor Description and Comments						
LM 90.	Should create pass/fail grading of assignments and have ability to set a minimum passing score.					
Vendor Description and Comments						
LM 91.	Should include built-in reports regarding learner assessments and surveys with availability to all appropriate staff.					
Vendor Description and Comments						
Built-in Certificates						
LM 92.	Should be able to print completion certificates and store them online for future retrieval by learners.					

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
Vendor Description and Comments						
LM 93.	Certificates should be customized via online interface, including graphics, etc.					
Vendor Description and Comments						
LM 94.	Certificates of completion should link to individual self-paced WBT, ILT, and completion or progress of "programs" or "tracks."					
Vendor Description and Comments						
LM 95.	Should update certificates and maintain version control/roll back.					
Vendor Description and Comments						
Built-in e-Commerce and Cost Tracking						
LM 96.	Should include automatic processing of credit card transactions and support integration with Verisign payment gateway.					
Vendor Description and Comments						
LM 97.	Should sell individual courses and categories of classes (libraries).					
Vendor Description and Comments						
LM 98.	Should configure custom expiration/time limits on training purchases.					
Vendor Description and Comments						
LM 99.	Should support coupons and discounts.					
Vendor Description and Comments						
LM 100.	Should support Purchase Order process and refunds.					
Vendor Description and Comments						
LM 101.	Should include integrated automatic custom e-mail for e-commerce transactions.					
Vendor Description and Comments						
LM 102.	Should track and report on costs associated with training, including salary information, room rental cost, ancillary costs like copies and materials, tuition costs, and course costs or contract expenses for courses.					

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
Vendor Description and Comments						
LM 103.	Should support, calculate, track, and report on differing tuition assistance models across approximately 80 agencies.					
Vendor Description and Comments						
LM 104.	Should interface with post secondary institutions for course catalog, e-transcripts, and tuition costs.					
Vendor Description and Comments						
Development and On-boarding						
LM 105.	Should automatically assign development plans and assignments with due dates to a new employee when that employee is added to the system as a new hire.					
Vendor Description and Comments						
LM 106.	Should set recurring entries requiring users to re-acquire a skill or certification that expires by date or period of time held. Provides automated reminders to appropriate staff about expiration dates.					
Vendor Description and Comments						
LM 107.	Should include configurable job profiles, which can automatically assign associated development plans to users.					
Vendor Description and Comments						
LM 108.	Should include configurable skills, which can be linked to users and used for job / performance management to review skill gaps, job progression, best match analysis, etc.					
Vendor Description and Comments						
LM 109.	Should create and customize individual development plans (IDP) and/or job specific learning plans.					
Vendor Description and Comments						
LM 110.	Should create, customize, and track different certification tracks and attach certifications of completion, where the look and configuration can be 100% controlled at no additional cost.					

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
Vendor Description and Comments						
LM 111.	Should support courses that span over multiple days.					
Vendor Description and Comments						
LM 112.	Should support delivering presentations and conducting application demonstrations using a simple web browser for recording training sessions and playback at a later time.					
Vendor Description and Comments						
LM 113.	Should create schedules based on additional training demands and the availability of resources (instructors, simulators, classrooms, equipment, etc.)					
Vendor Description and Comments						
LM 114.	Should support automated multiple scheduling goals.					
Vendor Description and Comments						

COMPONENT OVERVIEW

DESCRIBE ANY UNIQUE CHARACTERISTICS OF YOUR LEARNING MANAGEMENT / LEARNING CONTENT MANAGEMENT SOLUTION, AND EXPLAIN HOW IT INTEGRATES WITH A 3RD PARTY, IF APPLICABLE.

DETAIL ANY ADDITIONAL COSTS ON THE TMS COST SCHEDULE.

Online Learning Course Content Requirements

Online learning course content will be evaluated independently of the Talent Management Software Solution and separate contracts may be awarded for online learning course content.

Bidders may respond to the online learning course content portion of the bid only. Bidders are required to complete the online learning course content matrix of Section IV of the RFP, the applicable TMS Cost Schedule worksheet(s), as well as submit all other Sections of the RFP as required.

Provide courseware in the following five categories: desktop/end user, IT professional, and Profession Specific (i.e., Banking, Insurance, Leadership / Professional Development, Safety, and Human Resources). Submit the most current course catalog that includes titles and a brief description of the courses the courseware library that best fit the categories and topics listed below, and, if applicable, if the course is certified for PDH, CEU, or provides certification upon its completion, or other learning tracks.

The courses for each topic/category listed below may differ in title among the vendors. For each of the topics, courses must be listed by course name and number. The bidder must indicate if a course is offered in more than one of the categories with the word “Repeated” following the course name. Course availability must be clearly indicated as currently available or in development. Bidders must provide anticipated release dates for courses identified as in development.

Bidders must provide courses and course descriptions for all topic areas listed in Section 1 below. For each course listed, the bidder is to identify if the course content was co-developed with other software companies and/or organizations and if the course content is validated as reliable and valid. Identify the validating organization in the “Certification” column, if applicable.

Detail any costs for each online course on the TMS Cost Schedule.

Section 1 – Course Listing

A. Microsoft Windows Server 2003 Topics

Course	Course Name	Repeated (R)	Available (A) or Release Date (D)	Certification Yes or No	Co-Developed / Add Vendor Name(s)
1) Active Directory					
2) Administration					
3) Clustering					
4) Disk and File Management					
5) Installation and Configuration					
6) Networking					
7) Printing					
8) Security					
9) Terminal Services					
10) Trouble Shooting					

B. Microsoft Windows XP Topics

Course	Course Name	Repeated (R)	Available (A) or Release Date (D)	Certification Yes or No	Co-Developed / Add Vendor Name(s)
1) Installing and Upgrading					
2) Backup and Recovery					
3) Configuration					
4) Deployment and Migration					
5) Disk Management					
6) File and Folder Management					
7) Networking					
8) Performance Tuning					
9) Printer Management					
10) Remote Desktop					
11) Security					
12) Trouble Shooting					
13) User and Account Management					

C. Microsoft SQL Server 2005 Topics

Course	Course Name	Repeated (R)	Available (A) or Release Date (D)	Certificatio n Yes or No	Co-Developed / Add Vendor Name(s)
1) Administration					
2) Installation and Configuration					
3) Performance Tuning					
4) Trouble Shooting					
5) Query Tools					
6) Backup and Restores					
7) Infrastructure Design					
8) Data Recovery					
9) Security					

D. Microsoft Office Topics

Course	Course Name	Repeated (R)	Available (A) or Release Date (D)	Certification Yes or No	Co-Developed / Add Vendor Name(s)
1) Office 2007 a. Word b. Excel c. PowerPoint d. Publisher e. Outlook f. Access g. Visio					
2) Office XP					
3) Office 2003 a. Word b. Excel c. PowerPoint d. Publisher e. Outlook f. Access g. Visio					
4) 7.0 OS					

E. Java 2 Topics

Course	Course Name	Repeated (R)	Available (A) or Release Date (D)	Certification Yes or No	Co-Developed / Add Vendor Name(s)
1) Java 2 Programming					
2) Java 2 Enterprise Connectivity					
3) Java Enterprise Development with Java 2 Enterprise Edition a. Packing and Deploying Java 2 b. Java 2 Security Features c. Developing Enterprise Java Beans (EJBs) d. Developing Servlets e. Developing JSPs					
4) Web Services					
5) Object-Oriented Analysis and Design					

F. IBM DB2 Topics

Course	Course Name	Repeated (R)	Available (A) or Release Date (D)	Certification Yes or No	Co-Developed / Add Vendor Name(s)
1) DB2 Universal Database V9 Application Development					
2) DB2 Universal Database V9 Database Administration					
3) DB2 Universal Database V9 Database Fundamentals					

G. Microsoft .NET Topics

Course	Course Name	Repeated (R)	Available (A) or Release Date (D)	Certification Yes or No	Co-Developed / Add Vendor Name(s)
1) Deployment					
2) Security					
3) Configuration					
4) Requirements					
5) Architecture					
6) Maintenance					
7) Creating Services					
8) Testing					
9) ASP.NET					
10) VB.NET					
11) C#					

H. Web Development Topics

Course	Course Name	Repeated (R)	Available (A) or Release Date (D)	Certification Yes or No	Co-Developed / Add Vendor Name(s)
1) Web Design Principles					
2) Rational Application Developer					
3) JavaScript					
4) DHTML					
5) XML					
6) Fireworks MX 2004					
7) Photoshop 7.0					
8) Dreamweaver MX 2004					
9) Flash MX Design Techniques					
10) Flash MX Developer Action Scripts					
11) Microsoft FrontPage					
12) HTML and XHTML					
13) SQL					
14) Cascading Style Sheets					
15) SOAP					
16) DHTML					
17) ColdFusion MX					
18) Freehand 1					

I. A+ Certification

Course	Course Name	Repeated (R)	Available (A) or Release Date (D)	Certification Yes or No	Co-Developed / Add Vendor Name(s)
1) A+ Certification					

J. Crystal Reports

Course	Course Name	Repeated (R)	Available (A) or Release Date (D)	Certification Yes or No	Co-Developed / Add Vendor Name(s)
1) Crystal Reports XI: Report Writing Basics (v10 is minimum version)					

K. Oracle 10g Databases

Course	Course Name	Repeated (R)	Available (A) or Release Date (D)	Certification Yes or No	Co-Developed / Add Vendor Name(s)
1) Managing Databases					
2) Backup and Recovery					
3) Network Administration					
4) SQL					
5) Managing Data Storage					
6) Managing Database Access					
7) Performance					

L. Project, Resource and Human Capital Management

Course	Course Name	Repeated (R)	Available (A) or Release Date (D)	Certification Yes or No	Co-Developed / Add Vendor Name(s)
1) Time Management					
2) Scope Management					
3) Integration Management					
4) Management of Professional					
5) Project Management Series					
6) Cost Management					
7) Communication Management					
8) Procurement Management					
9) Risk Management					
10) Human Resource Management Series					

M. Technical Topics

Course	Course Name	Repeated (R)	Available (A) or Release Date (D)	Certification Yes or No	Co-Developed / Add Vendor Name(s)
1) Job Control Language					
2) CICS Fundamentals					
3) COBOL					
4) Microsoft C++					
5) Microsoft Visual Basic					
6) Networking					
7) Microsoft .NET Development					
8) ADO.NET with C#					
9) ADO.NET with VB.NET					
10) .NET Application Development Windows					
11) .NET Application Development Web					
12) XML					
13) Linux					
14) E-Commerce					
15) Object-Oriented Technology					
16) Relational Database Technology					
17) Mainframe Technology					
18) Cisco					
19) Database Design					
20) PHP Programming					
21) Application Development					
22) Application Programming					
23) Windows Vista					

N. Desktop / End User Topics

Course	Course Name	Repeated (R)	Available (A) or Release Date (D)	Certification Yes or No	Co-Developed / Add Vendor Name(s)
1) Microsoft Operating Systems (Vista, XP and 2000)					
2) Project Management					
3) Macromedia Web Tools (List all courses.)					
4) Databases					
5) Internet and intranet					
6) Mainframe Development and Operations					
7) Web Browsers (Microsoft Internet Explorer and Netscape, Mozilla, Macintosh Firefox and Safari)					
8) PC and Networking Fundamentals					
9) Internet Connectivity Basics					
10) Dreamweaver Web Design					
11) Contribute Software					

O. Business Skills Topics that would be applicable to at minimum: New Supervisors, Experienced Supervisors, Organizational Leaders, Change Agents, Human Resources Professionals, Clerical Staff, Professional Staff, etc. Please submit all related topics.

Course	Course Name	Repeated (R)	Available (A) or Release Date (D)	Certification Yes or No	Co-Developed / Add Vendor Name(s)
1) Management					
2) Leadership					
3) Personal Development					
4) Project Management					
5) Strategic Planning					
6) Team Building					
7) Communication					
8) Consulting					
9) Marketing					
10) Change Management					
11) Developing Supervisor					
12) Intermediate Supervisor					
13) Business Writing					

14) Sexual Harassment					
15) Time Management					
16) Managing Multiple Priorities					
17) Workplace Violence					
18) Ethics for Everyone					
19) Diversity Awareness					
20) Coaching and Counseling					
21) Impacting the Bottom Line					
22) Performance Management					
23) Continuous Quality Improvement					
24) Developing Others					
25) English as a Second Language					
26) Other Foreign Language Classes (i.e. Vietnamese, Spanish, German)					

P. Safety Courses that would be applicable to, at minimum, the following job categories: Office/Clerical, DOT, Environmental Concerns, Mechanic, Maintenance, Construction, Nursing, Food Handlers, Medical, State Vehicle Drivers, Food Service, Sanitation.

Course	Course Name	Repeated (R)	Available (A) or Release Date (D)	Certification Yes or No	Co-Developed / Add Vendor Name(s)
1) Safe Backing					
2) Lifting					
3) Ergonomics					
4) Asbestos Awareness					
5) Avoiding Rear-End Collisions (Light Com. Vehicles)					
6) Benzene Safety					
7) Bloodborne Pathogens					
8) Boating Safety					
9) Changing Lanes (Light Commercial Vehicles)					
10) Confined Spaces					
11) CPR/AED					
12) Defensive Driving					
13) Diet and Exercise					
14) Distracted Driver					
15) Domestic Preparedness					
16) Drug and Alcohol Awareness					

17) Effective Supervision					
18) Egress and Emergency Action Plans					
19) Emergency Response for Multi-Story Buildings					
20) Environmental Awareness					
21) Extreme Driving Conditions					
22) Field Service Hazards for Heavy Equipment					
23) Fire Extinguisher Safety					
24) First Aid					
25) First Aid for Back Pain					
26) Flammable and Combustible Liquids					
27) Hand, Wrist, and Finger Safety Around Heavy Equipment					
28) Hazard Communications					
29) Hazards of Speeding					
30) HAZWOPER Refresher Training					
31) Hearing Conservation					
32) Heat Stress					
33) Hydrogen Sulfide Safety					
34) Injury and Illness Prevention Program					
35) Job Hazard Analysis					
36) Ladder Safety					
37) Living a Less Stressful Life					
38) Office Ergonomics					
39) Office Safety					
40) People with Disabilities and Work					
41) Personal Protective Equipment					
42) Personal Protective Equipment Overview					
43) Preventing Back Injury					
44) Preventing Cuts and Puncture Wounds					
45) Preventing Slips, Trips and Falls					
46) Reasonable Suspicion Training for Alcohol and Substance Abuse					
47) Resource Conservation Recovery Act					
48) Respiratory Protection					
49) Respiratory Protection Program Administration					

50) Road Rage					
51) Safe Backing and Turning					
52) Safety Orientation					
53) Spill Prevention, Control and Countermeasures					
54) Stop Signs and Signals					
55) Storm Water Pollution Prevention					
56) Tailgating					
57) The 3 Dimensions of Safe Driving					
58) Tobacco and Smoking Awareness					
59) Towing Trailers					
60) West Nile Virus					
61) Workplace Harassment					
62) Sanitation v Cleaning					
63) Hand Hygiene					
64) Temperature Control for Food Safety					
65) Mixing Solutions for Cleaning					
66) Reading MSDS Sheets					
67) Appropriate Cleaning Methods Based on Floor Composition					
68) Knife Safety					
69) Hazardous Waste Management					

Section 2 – Product Evaluation

For the purpose of evaluation of the proposal, bidders are required to provide access to courseware for five (5) individuals for ten (10) days after the bid opening at no cost to the State. The courseware must be accessible from any location. Courseware covering the following topics must be provided for evaluation:

- Operating Systems: Vista, Microsoft Windows XP
- Desktop: Microsoft Office 2007, Microsoft Office 2003
- Programming: Java 2, Microsoft .NET with C#, Object-Oriented Programming, C++, IBM DB2 UDB, Outlook Application Development
- Networking; SQL Server 2005
- Web Development
- All Business Skills and related topics
- All Safety related topics

Section 3 – Other Related Services

Describe any related products or services and the costs associated with each on the TMS Cost Schedule, including:

- Technical white papers
- On-line text books
- On-line mentoring (for end users or technical staff)
- Seminars
- Curriculum Development Assistance

COMPONENT OVERVIEW

DESCRIBE ANY UNIQUE CHARACTERISTICS OF YOUR ON-LINE E-LEARNING SOLUTION, AND EXPLAIN HOW IT INTEGRATES WITH A 3RD PARTY, IF APPLICABLE.

DETAIL ANY ADDITIONAL COSTS ON THE TMS COST SCHEDULE.

Succession Planning Matrix

Currently, the State of Nebraska does not have a coordinated succession planning system. Succession planning is decentralized at the agency level. Traditionally, this type of planning is done by the larger agencies – those with more resources available to devote to the effort. In addition, succession planning is viewed generally within the confines of a given agency, with very little attention paid to inter-agency opportunities.

The successful TMS software solution should be robust enough to provide information to agencies of varied size, provide metrics in real-time, and configurable enough to meet a wide range of needs and requests. The solution should also be able to pull data from other modules (e.g., collect cost per hire information from the ATS module, salary information from the Compensation module, and aggregated applicant/employee data from the Assessments module) to form projections and forecasts for workforce planning purposes. The solution should have simulations of proposed organizational changes plans. Simulation results can be compared to the current organizational structure and saved with specific configuration settings.

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
SP 1.	Should identify and manage strategic job families as well as title specific positions.					
Vendor Description and Comments						
SP 2.	Should manage attrition risk. Please provide a sample risk assessment report.					
Vendor Description and Comments						
SP 3.	Should aggregate employee skills, abilities, and assessments to determine employee potential and readiness.					
Vendor Description and Comments						
SP 4.	Should identify targeted jobs by employees, by managers, or by both.					
Vendor Description and Comments						
SP 5.	Provide a sample bench strength report on a dashboard or similar.					
Vendor Description and Comments						
SP 6.	Should support the naming of potential successors (employee and supervisor).					
Vendor Description and Comments						
SP 7.	Should create and customize certification tracks, skill gap analysis, job progression, and best match reporting for succession planning purposes.					

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
Vendor Description and Comments						
SP 8.	Should post documents, host and store best practice sessions, presentations, host mentoring sessions, recorded chat sessions and forums for the department to mentor, coach and foster their team or potential successor.					
Vendor Description and Comments						
SP 9.	Should include ability for any information in the learning portal to be used as a learning object in the main system, to be searched by key word and for the portal to be provided to the successor of appropriate personnel as a chronology of department growth and knowledge.					
Vendor Description and Comments						
SP 10.	Should include tools and reports to spot gaps in the workforce and assign supplemental development plans proactively.					
Vendor Description and Comments						
SP 11.	Should search for best match candidates on an open position from both internal and external candidates and then drill down on each specific competency levels, training transcripts, performance notes and demographic information on that candidate.					
Vendor Description and Comments						
SP 12.	As part of scenario planning, should include automated ability to promote candidate from one job profile to the next and have training gaps identified by the system and automatically assign training to employee as required by the new job criteria.					
Vendor Description and Comments						
SP 13.	Should offer an interactive performance matrix ("9-box") display.					
Vendor Description and Comments						
SP 14.	Should provide self-serve career planning for employees and nominated career paths by manager.					
Vendor Description and Comments						

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
SP 15.	Should display succession plans graphically for all organizational layers.					
Vendor Description and Comments						
SP 16.	Should automatically update changes and "what-if" scenarios to display and store organizational charts in ready to print format, for all levels of the organizations.					
Vendor Description and Comments						
SP 17.	Should include employee photos as part of the organizational charts.					
Vendor Description and Comments						
SP 18.	Should include keyword search and reporting on specific credentials, experience, training, etc.					
Vendor Description and Comments						
SP 19.	Should create competency scales, targets, and map to job profile.					
Vendor Description and Comments						
SP 20.	Employee hires and departures should automatically post to organizational charts.					
Vendor Description and Comments						
SP 21.	Should support changes in classification of a position posting to organizational charts.					
Vendor Description and Comments						

COMPONENT OVERVIEW

DESCRIBE ANY UNIQUE CHARACTERISTICS OF YOUR SUCCESSION PLANNING SOLUTION, AND EXPLAIN HOW IT INTEGRATES WITH A 3RD PARTY, IF APPLICABLE.

DETAIL ANY ADDITIONAL COSTS ON THE TMS COST SCHEDULE.

Compensation Management Matrix

The Compensation Management component meeting the State's variable compensation needs enables complete planning and management of all types of compensation programs including cost of living salary increases, market adjustments, and other discretionary pay components. The State has both union and non-union employees, and seeks to find a system supporting multiple employee classifications, pay ranges for the same job title, and varying compensation strategies.

V. Streamlines and Provides Total Control of the Compensation Planning Process - Assists managers with compensation planning while improving accuracy and equity in compensation decisions and assess compensation budgets versus actual expenditures at any level.

VI. Salary Planning and Market Data - Allows the State to conduct electronic salary surveys, manage salary survey data, and position specific data to determine market pricing for jobs.

VII. Additional Built-in "What-if" Scenario Planning - Ensures accurate implementation of compensation programs with simulations of proposed compensation plans. Simulation results can be compared to budget plans and saved with specific configuration settings.

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
CP 1.	Should support multiple classification and pay structures (classified and non-classified, step, code and non-code, etc.).					
Vendor Description and Comments						
CP 2.	Should create and maintain broad classification categories, as well as ranges within classification categories.					
Vendor Description and Comments						
CP 3.	Should identify and control authorized positions by full-time equivalency.					
Vendor Description and Comments						
CP 4.	Should provide the ability to gather historical pay data of a position.					
Vendor Description and Comments						
CP 5.	Should provide an automated workflow and template capable of gathering information submitted on a Comprehensive Position Questionnaire (CPQ).					
Vendor Description and Comments						
CP 6.	Should support off-cycle compensation events.					
Vendor Description and Comments						

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
CP 7.	Should support a pay for performance system.					
Vendor Description and Comments						
CP 8.	Should electronically create, launch, and aggregate compensation surveys within the solution.					
Vendor Description and Comments						
CP 9.	Should track and record current and previous job duties and responsibilities for each employee.					
Vendor Description and Comments						
CP 10.	Should store and search database of multiple structures of job classification specifications and multiple compensation systems.					
Vendor Description and Comments						
CP 11.	Should retrieve, review, and process position and affiliated job duty information electronically; including position actions/decisions, salary changes, reclassifications and creating new positions.					
Vendor Description and Comments						
CP 12.	Should calculate budget impact to Personal Services Limitation (PSL).					
Vendor Description and Comments						
CP 13.	Should calculate and tracks changes to salary, position, classification, etc. and route them through the appropriate approvals.					
Vendor Description and Comments						
CP 14.	Should integrate overall rating from performance reviews.					
Vendor Description and Comments						
CP 15.	Should support multiple compensation factors and systems.					
Vendor Description and Comments						
CP 16.	Should support a variable compensation system.					
Vendor Description and Comments						

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
CP 17.	Should calculate and report on compa-ratio within a specific job classification.					
Vendor Description and Comments						
CP 18.	Should import compensation or survey data from sources like Hay or Mercer as examples.					
Vendor Description and Comments						
CP 19.	Should provide appropriate staff with access to historical salary, bonus, performance ratings and titles that correlate this information with market data.					
Vendor Description and Comments						
CP 20.	Should have automated alerts to inform managers and appropriate staff of adherence to current policies, and any changes in the solution.					
Vendor Description and Comments						
CP 21.	Describe how your system supports total compensation information, to include the cost of benefits, vacation leave, etc.					
Vendor Description and Comments						
CP 22.	Describe how your system addresses variable compensation efforts, rather than pay for performance based salary increases.					
Vendor Description and Comments						
CP 23.	Describe how your solution supports specific compensation strategies. For example, in Nebraska, newly hired nurses receive an additional 2.5% on top of a base wage for each year of directly related work experience up to a maximum of 10 years.					
Vendor Description and Comments						

Position Control

The system should provide a means for tracking positions including the ability to store and retrieve historical data, extract up-to-the-minute vacancy reports, trace vacancy and longevity trends by classification or position, and provide open text fields for documentation and comments. The system should provide the information required to manage FTE (Full-time Equivalent) and PSL (Personal Services Limitations).

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
PC 1.	Should define, modify, and apply rules that provide updates, electronic alerts, or other actions in response to position-related transactions.					
Vendor Description and Comments						
PC 2.	Should indicate the position's collective bargaining status and agency affiliation.					
Vendor Description and Comments						
PC 3.	Should allow a single employee to hold multiple positions as well as allow multiple employees to hold a single position.					
Vendor Description and Comments						
PC 4.	Should track positions that change classifications. Has complete position history available.					
Vendor Description and Comments						

COMPONENT OVERVIEW

DESCRIBE ANY UNIQUE CHARACTERISTICS OF YOUR COMPENSATION MANAGEMENT AND POSITION CONTROL SOLUTION, AND EXPLAIN HOW IT INTEGRATES WITH A 3RD PARTY, IF APPLICABLE.

DETAIL ANY ADDITIONAL COSTS ON THE TMS COST SCHEDULE.

Technical Requirements Matrix

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
TR 1.	Describe how your solution will allow time limits on accounts to be set.					
Vendor Description and Comments						
TR 2.	Describe your solution's data storage locations.					
Vendor Description and Comments						
TR 3.	Describe how passwords can be changed every "x" days within your solution.					
Vendor Description and Comments						
TR 4.	Describe how your solution will allow users to be arranged into groups, sub-groups and made members of multiple groups.					
Vendor Description and Comments						
TR 5.	Describe your solutions web-based portal design and configuration.					
Vendor Description and Comments						
TR 6.	Describe how the State can create unique roles within your solution.					
Vendor Description and Comments						
TR 7.	Describe how the State can extract data on demand within a 24-hour notice for all fields in the application.					
Vendor Description and Comments						
TR 8.	Describe how your solution will provide at a minimum two ISPs with independent paths between the State's hosted data and the ISP.					
Vendor Description and Comments						
TR 9.	Describe how your solution ensures the security of data transmission.					
Vendor Description and Comments						
TR 10.	Describe your solution's daily back-up, offsite movement and indexing strategy.					
Vendor Description and Comments						

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
TR 11.	Describe in detail the technical support and back-up support provided as part of your solution.					
Vendor Description and Comments						
TR 12.	Describe your average system uptime over the past 24 months. List both planned and unplanned outages and the length of each outage.					
Vendor Description and Comments						
TR 13.	Describe your solution's disaster recovery plan, Recovery Point Objective (RPO) and Recovery Time Objective (RTO) procedures that ensure the State will lose no more than 15 minutes of data and be unavailable for no more than 4 hours to users. The solution must automatically recover to the last complete prior transaction in the event of a failure. The solution must clearly indicate to the user that a transaction failed and that it must be re-entered.					
Vendor Description and Comments						
TR 14.	Describe your documented issue severity escalation process and service level agreement.					
Vendor Description and Comments						
TR 15.	Describe your solution's ongoing training when software updates occur and detail any additional costs associated with those updates.					
Vendor Description and Comments						
TR 16.	Describe the 24-hour technical support for system administrators via e-mail and phone.					
Vendor Description and Comments						
TR 17.	Describe how the solution provides instant multimedia tutorial support/training on tasks for end users.					
Vendor Description and Comments						
TR 18.	Describe how the State can import and/or export data across all components of the solution and with other 3rd party vendors.					
Vendor Description and Comments						

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
TR 19.	Describe how your solution integrates with J.D. Edwards/PeopleSoft 8.10 (moving to Oracle J.D. Edwards Enterprise One 9.0 by December, 2009.) Describe any limitations to integration.					
Vendor Description and Comments						
TR 20.	Describe how your solution monitors system use.					
Vendor Description and Comments						
TR 21.	Describe how your solution integrates via Lightweight Directory Access Protocol (LDAP).					
Vendor Description and Comments						
TR 22.	Describe your solution's programming architecture for each component and how those components communicate with each other.					
Vendor Description and Comments						
TR 23.	Describe your solution's upgrade process.					
Vendor Description and Comments						
TR 24.	Must support Microsoft Windows Vista, Windows 7 and Windows XP Professional.					
Vendor Description and Comments						
TR 25.	Describe your solution's minimum workstation configuration.					
Vendor Description and Comments						
TR 26.	Describe the solution's optimal workstation configuration.					
Vendor Description and Comments						
TR 27.	Describe how you ensure the security of customer data both stored on your database and during transmissions.					
Vendor Description and Comments						
TR 28.	Describe the process you use to recognize and report security violations, breaches, etc. and include your security certification.					
Vendor Description and Comments						

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
TR 29.	Describe how your solution includes secure web hosting that only permits HTTPS communication.					
Vendor Description and Comments						
TR 30.	Describe your technical and end-user training documentation; both printed and online help formats for system administrators, training specialists and end-users.					
Vendor Description and Comments						
TR 31.	The system must support the periodic archival and purging of unused or obsolete information in conformance with State needs. Archived information should be available for historical reporting.					
Vendor Description and Comments						
TR 32.	Describe how your solution provides for a separate testing/training environment.					
Vendor Description and Comments						
TR 33.	Describe the application programming interface (API) for your solution.					
Vendor Description and Comments						
TR 34.	Describe your solution's response time.					
Vendor Description and Comments						
TR 35.	Describe your solution's audit log capabilities.					
Vendor Description and Comments						

COMPONENT OVERVIEW

DESCRIBE ANY UNIQUE CHARACTERISTICS OF YOUR TECHNICAL ASPECTS, AND EXPLAIN HOW IT INTEGRATES WITH A 3RD PARTY, IF APPLICABLE.

DETAIL ANY ADDITIONAL COSTS ON THE TMS COST SCHEDULE.

Customer Support / Maintenance Matrix

The selected vendor will provide one source for on-call support twenty-four (24) hours a day, seven (7) days a week. This will include qualified support personnel with expertise to handle the issues within the solution.

Response to system problems shall be within fifteen (15) minutes of notification by telephone. A temporary program fix or work around shall be provided within four (4) hours of notification for all problems designated as a Critical Program Error. The vendor shall provide a permanent fix or work around for a Critical Program Error within twenty-four (24) hours of the temporary fix, unless the State agrees in writing to a longer time. The vendor will respond within the time as specified herein. All other problems will be fixed within five (5) days.

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
CS 1.	Describe how your solution is made available to users 24 hours a day, seven (7) days a week, and 365 days per year, with 99.9% availability or higher for planned and unplanned events.					
Vendor Description and Comments						
CS 2.	Describe how you ensure that the State's primary contacts are well-informed, available, and accountable.					
Vendor Description and Comments						
CS 3.	Describe the customer support that the State can expect to receive as part of our contract, including availability of "real person" support, knowledge-level of employees providing support; hours available; peak period and global/multiple time zones support, and your response time commitment.					
Vendor Description and Comments						
CS 4.	Describe your training support for the system administrator(s), project team and end users.					
Vendor Description and Comments						
CS 5.	Describe the administrative support included on the TMS Cost Schedule. Detail any additional costs for additional administrative support on the TMS Cost Schedule.					
Vendor Description and Comments						
CS 6.	Describe the level of technology support the State will be required to provide.					

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
Vendor Description and Comments						
CS 7.	Describe the support you provide when customers upgrade to a new version of your software and discuss how long previous versions of your software are supported.					
Vendor Description and Comments						
CS 8.	Describe your customer service model and explain what differentiates your service model from other vendors.					
Vendor Description and Comments						

COMPONENT OVERVIEW

DESCRIBE ANY UNIQUE CHARACTERISTICS OF YOUR CUSTOMER SERVICE, AND EXPLAIN HOW IT INTEGRATES WITH A 3RD PARTY, IF APPLICABLE.

DETAIL ANY ADDITIONAL COSTS ON THE TMS COST SCHEDULE.

Configuration / Customization Matrix

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
CC 1.	Describe how customization affects your solution's maintenance and support policies.					
Vendor Description and Comments						
CC 2.	Describe the technical knowledge required for the State to configure or reconfigure your solution.					
Vendor Description and Comments						
CC 3.	Describe how Human Resources staff would configure a template, form, workflow and report using your solution.					
Vendor Description and Comments						
CC 4.	Describe how changes in business logic require customization, or configuration.					
Vendor Description and Comments						
CC 5.	Describe how your solution supports requests for custom reports and detail any additional costs.					
Vendor Description and Comments						
CC 6.	Describe how the system supports configurable dashboards.					
Vendor Description and Comments						

COMPONENT OVERVIEW

DESCRIBE ANY UNIQUE CHARACTERISTICS OF CUSTOMIZATION AND CONFIGURATION WITHIN THE SOLUTION, AND EXPLAIN HOW IT INTEGRATES WITH A 3RD PARTY, IF APPLICABLE.

DETAIL ANY ADDITIONAL COSTS ON THE TMS COST SCHEDULE.

Administrative Functions Matrix

Feature/Function		Standard/ Configurable in Core Product	Available via 3rd Party	Not In Core Product - Future Release Date	Customization	Not Available
AD 1.	Describe how system administrator(s) can edit user permissions.					
Vendor Description and Comments						
AD 2.	Describe how system administrator(s) are able to add/change/delete employees.					
Vendor Description and Comments						
AD 3.	Describe how system administrator(s) are able to edit employee/manager relationships.					
Vendor Description and Comments						
AD 4.	Describe how system administrator(s) are able to configure e-mail content/schedule/distribution.					
Vendor Description and Comments						
AD 5.	Describe what administrative roles are defined within your solution and what set of permissions is defaulted to those roles.					

COMPONENT OVERVIEW

DESCRIBE ANY UNIQUE CHARACTERISTICS OF YOUR ADMINISTRATIVE FUNCTIONS, AND EXPLAIN HOW IT INTEGRATES WITH A 3RD PARTY, IF APPLICABLE.

DETAIL ANY ADDITIONAL COSTS ON THE TMS COST SCHEDULE.

A. DELIVERABLES

PROJECT TASK	DELIVERABLES	DUE DATE
PROJECT MANAGEMENT	Project Approach and Strategy	Proposal Response
	Change Management Approach and Strategy	Proposal Response
	Project Work Plan	Proposal Response
	Resource Staffing Plan	Proposal Response
	Strategy and Approach to Acceptance Testing Test Plan	Proposal Response
	Training Strategy and Approach	Proposal Response
	Training Plan	Proposal Response
	Conduct TMS Administrator(s) training including in-depth training materials.	Prior to Starting Configuration, Workflow Development and Implementation.
	Configuration, Workflow Validation Documents	Within 60 calendar days of TMS Configuration, Workflow Development and Implementation start date of Each Component.
	In-depth Training Materials and User Manual for TMS Administrator(s)	Within 45 calendar days of TMS Configuration, Workflow Development and Implementation start date of Each Component.
	In-depth Training Materials and User Manual for Train-the-Trainers	Within 45 calendar days of TMS Configuration, Workflow Development and Implementation start date of Each Component.
	In-depth Training Materials and User Manual for End-User Training	Within 30 calendar days of TMS Configuration, Workflow Development and Implementation start date of Each Component.
	Acceptance Test Results/Validation	Within 30 calendar days of TMS Configuration, Workflow Development and Implementation start date of Each Component.
	Conduct Training	Within 30 calendar days of TMS Implementation and start date of Each Component.
IMPLEMENTATION	Implementation Strategy	Proposal Response
	Implementation Contingency Plan	Proposal Response
	Implemented Solution	Proposal Response
• E-Verify Component	Implement this component to be utilized centrally	October 1, 2009
• Applicant Tracking System Component	Implement this component to be utilized centrally	March, 2010
• On-boarding/Off-boarding Component	Implement this component to be utilized centrally	May, 2010
• Assessments and Background	Implement this component to be utilized	May, 2010

Checks Components	centrally	
• Learning Management and Content System Component and Online Learning Courses	Implement this component to be utilized centrally	July, 2010
• Performance Management Component	Implement this component to be utilized centrally	July, 2011
• Succession Planning Component	Implement this component to be utilized centrally	January, 2012
• Compensation Management Component	Implement this component to be utilized centrally	September, 2012
MAINTENANCE AND SUPPORT ASSISTANCE	Ongoing Support	Ongoing
POST-IMPLEMENTATION	Post Implementation Turn-Over Complete	Proposal Response
	Maintenance and Support Assistance Strategy and Approach (Software as a Service)	Proposal Response
	Maintenance and Support Assistance Staffing Plan	Proposal Response

VIII. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of “Project Description and Scope of Work” clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State’s comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions:

A. TECHNICAL PROPOSAL

The Technical Proposal shall consist of four (4) sections:

1. SIGNED “State of Nebraska Request For Proposal For Contractual Services” form;
2. Executive Summary;
3. Corporate Overview; and
4. Technical Approach.

1. REQUEST FOR PROPOSAL FORM

By signing the “Request For Proposal For Contractual Services” 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 and certifies bidder maintains a drug free work place environment.

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

2. EXECUTIVE SUMMARY

The Executive Summary shall condense and highlight the contents of the solution being proposed by the bidder in such a way as to provide the Evaluation Committee with a broad understanding of the Contractor's Technical Proposal.

Bidders must present their understanding of the problems being addressed by implementing a new system, the objectives and intended results of the project, and the scope of work. Bidders shall summarize how their Technical Proposal meets the requirements of the Request for Proposal, and why they are best qualified to perform the work required herein.

3. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal must consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business, whether the name and form of organization has changed since first organized, and Federal Employer Identification Number and/or Social Security Number.

b. FINANCIAL STATEMENTS

The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must 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 must 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 must 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 must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.

e. RELATIONSHIPS WITH THE STATE

The bidder shall describe any dealings with the State over the previous two (2) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past twenty four (24) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other party's name, address and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder shall provide a summary matrix listing the bidder's last five (5) previous project implementations similar to this Request for Proposal in size, scope and complexity. The State will use no more than the last five (5) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

i. Bidder must provide narrative descriptions to highlight the similarities between their experience and this Request for Proposal. These descriptions must include:

- **a)** the time period of the project for the last five (5) implementations;
- **b)** the scheduled and actual completion dates;
- **c)** the contractor's responsibilities;
- **d)** for reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number and e-mail address, and hours available for the State to contact the reference); and
- **e)** each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description must 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. Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.

iii. If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the contractors above. In addition, subcontractors shall 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 must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall 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 shall 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 must not be longer than three (3) pages. Resumes shall 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 must 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 must consist of the following subsections:

a. understanding of the project requirements;
b. proposed development approach;
c. technical considerations;
d. detailed project work plan; and
e. deliverables and due dates.

B. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is packaged separately as specified in this RFP from the Technical Proposal section.

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting the State's Cost Proposal Spreadsheet containing ten separate cost spreadsheets as provided in TMS Cost Schedule-Attachment A.

1. PRICING SUMMARY

The summary shall present the total firm fixed price to perform all of the requirements of the Request for Proposal. The bidder must include details in the Cost Proposal supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

The State reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

All bidder's must complete, at minimum, the first two pages of the TMS Cost Schedule-Attachment A. The first two pages are the two pricing structures necessary for the State of Nebraska to evaluate cost proposals.

When completing the TMS Cost Schedule-Attachment A, keep in mind the entire set of functionality the State of Nebraska has identified. The State has loosely grouped functionality matrices together, knowing that different software solutions may categorize functionality in different ways. When providing costs for Applicant Tracking, for example, bidder's should provide costs for the functionality identified for the entire solution, not just the Applicant Tracking section.

- **Pricing Structure #1** - The annual on-going costs must be fixed for the first five (5) year contract period. Pricing for subsequent renewals should indicate a decrease in the annual cost because the one time fees were spread out over the initial contract period and would no longer be applicable in subsequent renewal periods.

  If there are no one-time costs associated with the initial five (5) year contract, pricing for subsequent renewals for each of the two (2) year renewal periods may not exceed a 3.5% increase per two (2) year period.

- **Pricing Structure #2** – One-time and annual on-going costs are broken out. Each year in the initial five (5) year contract period may have a different cost, based on the number of components being implemented that fiscal year (July 1 through June 30). Pricing for subsequent renewals for each of the two (2) year renewal periods may not exceed a 3.5% increase per two (2) year period.

Individual spreadsheets for each component are included on the TMS Cost Schedule for the bidder to provide the additional costs associated with functionality not specifically identified within the functionality matrices.

C. PAYMENT SCHEDULE

Financial resources available for the implementation and operation of the Talent Management Software Solution are limited and become available during each bi-annual budget cycle. Both initial and ongoing costs will be major evaluation criteria for vendor selection. The bidder must supply all requested costs.

Form A

Bidder Contact Sheet

Request for Proposal Number 2942Z1

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 shall 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:	