

**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 3585Z1	March 9, 2011
OPENING DATE AND TIME	PROCUREMENT CONTACT
April 15, 2011 2:00 p.m. Central Time	Mary Lanning

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 3585Z1 for the purpose of selecting a qualified contractor to provide Toll Voice Services.

Written questions are due no later than March 18, 2011, 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 (six) (6) 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

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.

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.

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

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

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.

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".

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

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.

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.

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.

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.

Dedicated Service: Digital T1 service used to transport toll calls between the customer and toll carrier switching equipment.

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.

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.

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.

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

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

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

Mandatory: Required, compulsory or obligatory.

May: Denotes discretion.

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.

NPA: Numbering Plan Area. Area Code

NXX: 3 digit Central Office Prefix

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.

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.

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.

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.

POTS: Plain old telephone service. Basic standard single line telephone.

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

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

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.

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.

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

Should: Indicates an expectation.

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.

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.

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.

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.

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.

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)).

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

Vendor: An actual or potential contractor; a contractor.

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

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 3585Z1 for the purpose of selecting a qualified contractor to provide Toll Voice Services.

A contract resulting from this Request for Proposal will be issued for a period of (three) (3) years effective August 1, 2011 through July 31, 2014, with the option to renew for five (5) additional one (1) 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	March 9, 2011
2.	Last day to submit written questions	March 18, 2011
3.	State responds to 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	April 1, 2011
4.	Proposal opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	April 15, 2011 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	April 15, 2011
6.	Evaluation period	April 15, 2011
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Letter of Intent to Contract" to Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	May 16, 2011
9.	Performance bond submission	May 27, 2011
10.	Contract award	June 1, 2011
11.	Contractor start date	August 1, 2011

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: Mary Lanning
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 Toll Voice Services 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;

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 3585Z1; Toll Voice Network Services 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 Mary Lanning, showing the total number of pages transmitted, and clearly marked "RFP Number 3585Z1; Toll Voice Network Services 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 DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful Bidder. All Bidders may not have an opportunity to interview/present and/or give 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 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 demonstrations.

Once the oral interviews/presentations and/or 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 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 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 six (6) 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 and packaged as required below in section OO. 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 presented in separate sections (loose-leaf binders are preferred) on standard 8 ½" x 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 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.

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 Request For Proposal For Contractual Services form;
2. Executive Summary;
3. Corporate Overview;
4. Technical Approach;
5. Cost Proposal; and
6. Electronic Billing Test File.

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 identifying 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 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 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.

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

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
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d. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance

\$1,000,000 per occurrence

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, 301 Centennial Mall S, 1st Fl, 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

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.

Accept
& Initial

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

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.

Accept
& Initial

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

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.

Accept
& Initial

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

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.

Accept
& Initial

N. ERRORS AND OMISSIONS

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.

Accept
& Initial

O. BEGINNING OF WORK

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

Accept
& Initial

P. ASSIGNMENT BY THE STATE

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.

Accept
& Initial

Q. ASSIGNMENT BY THE CONTRACTOR

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.

Accept
& Initial

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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.

Accept
& Initial

S. GOVERNING LAW

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.

Accept
& Initial

T. ATTORNEY'S FEES

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.

Accept
& Initial

U. ADVERTISING

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

Accept
& Initial

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

The contract may be terminated as follows:

Accept
& Initial

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.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

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.

Accept
& Initial

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. 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 an established dollar amount of \$250,000. 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.

EE. 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.

FF. PROHIBITION AGAINST ADVANCE PAYMENT

Accept
& Initial

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

GG. 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.

HH. INVOICES

Accept
& Initial

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. Invoice requirements can be found under section IV Project Description and Scope of Work, subsection C Technical Requirements, 1. Billing. The terms and conditions included in the contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

II. 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.

JJ. 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.

KK. 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.

LL. 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.

MM. 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.

NN. CONFIDENTIALITY

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.

OO. 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.

PP. 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.

QQ. 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.

RR. 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.

SS. 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.

TT. 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.

UU. 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.

VV. 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.

WW. 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, 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.

XX. 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.

YY. 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).

ZZ. 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.

AAA. NEW EMPLOYEE WORK ELIGIBILITY STATUS

Accept
& Initial

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

The State of Nebraska, is issuing this Request for Proposal (RFP) for the purpose of selecting a qualified contractor to provide Toll Voice Network Services. In this RFP, the State shall be interpreted to mean the State of Nebraska and political sub-divisions. The Request for Proposal is designed to solicit proposals from qualified Contractors who will be responsible for providing these services at a competitive rate. For the purposes of this RFP, a qualified Contractor is an organization or company that is legally authorized to offer telecommunications services in the State of Nebraska as defined by the Nebraska Public Service Commission.

State of Nebraska Office of the Chief Information Officer is responsible for acquiring telecommunications services for the State of Nebraska. It is the overall goal of the State to secure a single contractor, using a single PIC code, and who is capable of providing a single electronic invoice for each of the following: Long Distance, Toll Free, and Calling Card services. Proposals with volume commitments will not be considered.

Though rates may differ between Toll Free, Long Distance, and Calling Card categories, the Contractor is required to provide a single flat rate within each category. Multiple rates within the "International" category will be allowed. Applicable categories can be found in the Cost Proposal attachment of this RFP.

Contractors must indicate their understanding and willingness to comply with the requirements of this RFP. In any case where the Contractor does not take written exception to requirements it will be understood that the contractor intends to comply fully. In cases where the contractor cannot comply with a requirement, the Contractor must state so immediately following the requirement in their proposal.

B. PROJECT ENVIRONMENT

The State's current Long Distance and Toll Free Voice Network service is provided by a major carrier in a "Switched" environment. All services are billed directly to the Office of the CIO on a monthly basis including collect and third party calls.

The State's calling cards are provided through the current carrier's corporate calling card service. The Calling Card service uses a corporate Toll Free number to access the service and provides an enhanced fraud protection service for the State's users.

The current services are all billed directly to the Office of the CIO on a monthly basis. The billing from the current carrier is provided via electronic file transfer that is configured in a standard billing format to be read by the Office of the CIO billing system.

The State currently has the following in place:

1. Approximately 39,000 Telephone lines.
2. Approximately 400 Toll Free numbers
3. Approximately 1700 14 digit Calling Cards
4. Approximately 900,000 minutes of toll free usage per month (75% intrastate)
5. Approximately 1,100,000 minutes of toll per month (75% intrastate)

C. TECHNICAL REQUIREMENTS

This section contains the General Technical Requirements for this RFP as well as the Individual Technical Requirements for Toll Voice Network Services.

This section details the general technical requirements as they pertain to all of the Network Services requested in this RFP.

Contractors must be regulated and certified by the Nebraska Public Service Commission. Compliance with NPSC and Federal Communications Commission's rules and regulations is mandatory. Failure on the part of a contractor in maintaining required compliance with the above agencies will be grounds for termination of the contract awarded as a result of this RFP.

1. BILLING

For the purpose of this section, the following are defined:

Paper Summary Invoice - A paper invoice or bill submitted to the State requesting payment for contracted services.

Call Detail File - An electronic file containing detailed information for all individual calls billed to the State on the paper summary invoice.

The State requires that the billing cycle for all Bidder provided services end on the last day of each month, and the next billing cycle should begin on the day immediately following the preceding billing cycle.

A monthly paper summary invoice must be delivered to the Office of the CIO at 501 S. 14th Lincoln, NE 68508 within 10 business days after the end of the month in which the calls were made and rated. At minimum the invoice must contain the following information:

- a. Bill Date
- b. Account Number
- c. Invoice Number
- d. Call Detail Period i.e. 01/01/2000 thru 01/31/2000
- e. Total Federal Universal Service Surcharge and percentage
- f. Total Nebraska Universal Service Surcharge and percentage
- g. All Non-Recurring charges and a description of each

Summary detail for Toll Free, Outbound Toll, and Calling Card Services must be tallied and appear on the paper summary invoice in a format similar to the following:

- a. **TOLL FREE**
 - i. Total number of Calls
 - ii. Total number of minutes
 - iii. Total cost for all calls

 - iv. Number of Intralata Calls
 - v. Number of Intralata minutes
 - vi. Total cost for Intralata calls

 - vii. Number of Interlata Calls
 - viii. Number of Interlata minutes

- ix. Total cost for Interlata calls
- x. Number of Interstate Calls
- xi. Number of Interstate minutes
- xii. Total cost for Interstate calls
- xiii. Number of International Calls
- xiv. Number of International minutes
- xv. Total cost for International calls
(Canada and Caribbean must be considered international for the purposes of this invoice summary)

b. OUTBOUND TOLL

- i. Total number of Calls
- ii. Total number of minutes
- iii. Total cost for all calls
- iv. Number of Intralata Calls
- v. Number of Intralata minutes
- vi. Total cost for Intralata calls
- vii. Number of Interlata Calls
- viii. Number of Interlata minutes
- ix. Total cost for Interlata calls
- x. Number of Interstate Calls
- xi. Number of Interstate minutes
- xii. Total cost for Interstate calls
- xiii. Number of International Calls
- xiv. Number of International minutes
- xv. Total cost for International calls
(Canada and Caribbean must be considered international for the purposes of this invoice summary)

c. CALLING CARDS

- i. Total number of Calls
- ii. Total number of minutes
- iii. Total cost for all calls
- iv. Number of Intralata Calls
- v. Number of Intralata minutes
- vi. Total cost for Intralata calls
- vii. Number of Interlata Calls
- viii. Number of Interlata minutes
- ix. Total cost for Interlata calls
- x. Number of Interstate Calls
- xi. Number of Interstate minutes
- xii. Total cost for Interstate calls
- xiii. Number of International Calls

- xiv.** Number of International minutes
- xv.** Total cost for International calls
(Canada and Caribbean must be considered international for the purposes of this invoice summary)

The Contractor must describe any additional information that will appear on their paper summary invoice. The Contractor must also submit with their proposal a paper copy of their proposed paper summary invoice that meets the specifications of this RFP.

All costs must reflect the actual contracted amount. The State will not accept any invoicing, billing, or billing detail that reflects a higher than contracted rate with a percentage discount.

In Addition to the paper summary invoice the Contractor must furnish a monthly call detail file containing all billable call detail records. Requirements for this file are outlined in section 9.

Number of calls, volume of minutes, and total costs between the call detail file and the paper summary invoice must match exactly. If the paper summary invoice figures and the sums of the call detail file records do not match the entire call detail file and paper summary invoice may be returned to the Contractor for correction. It is imperative that Contractors provide complete and accurate invoicing. Partial payments will not be made on returned invoices regardless of the volume of errors.

In the event that minor infrequent errors exist on invoices the State may at its own discretion elect to receive a credit for such errors. All billing errors must be corrected or credited within two (2) billing cycles. Accurate billing, timely invoice delivery, and billing dispute resolutions are required, and repeated failure to meet billing/invoicing requirements will result in penalties that compensate the State for all costs including labor. The State reserves the right to deduct an amount equal to \$150.00 per labor hour for time spent disputing billing errors and tracking such erroneous invoices and/or credits.

In events where the Contractor does not correct invoices in a timely manner as described above, the State reserves the right to pursue one or more of the following remedies:

- a.** Withholding of payment on disputed invoices.
- b.** "Vendor Performance Report" Filed with Material Division.
- c.** Removing or suspending Contractor from State Bidders list.
- d.** Additional legal action as deemed appropriate by the State.

The Contractor may not disconnect any contracted service due to late payment if invoices are in dispute status. The following Nebraska State Statute addresses accurate invoicing by Contractors:

- a.** **81-2405**
Incorrect bill; notice to creditor; corrected bill; payment.

When a bill submitted to an agency is filled out incorrectly or when there is any defect or impropriety in a bill submitted, the agency shall notify the creditor in writing prior to the date on which payment in full is due. The notice shall contain a description of the

defect or impropriety and any additional information necessary to enable the creditor to correct the bill. Upon receiving a properly corrected bill, the agency shall make payment in full of the bill on or before the forty-fifth calendar day after the receipt of the corrected bill or, when the agency is making payment for goods or services provided by a third party, on or before the sixtieth calendar day after the receipt of the corrected bill.

b. Source:

Laws 1988, LB 1079, § 5.

The Contractor must provide a single point of contact for resolution of billing issues. The Bidder's proposal must include an escalation procedure for unresolved billing disputes.

The State will not accept paper invoicing for individual call detail originating from telephone lines that have been submitted to the contractor as part of the State account.

2. INTERFACE WITH OTHER CARRIERS

The Contractor will be responsible for all arrangements to interconnect the proposed services with other carriers.

3. INTERRUPTION OF SERVICES

Whenever an interruption of services or other defect in transmission occurs the contractor shall:

- a.** Use its best efforts to repair the services;
- b.** Notify the Office of the CIO of the outage and the facilities affected and projected restoration time; and
- c.** The Contractor shall make available to the State any and all logs, records, maintenance reports, and other similar documentation which the State requests in order to determine circuit usage and outages. Each party shall assist the other in resolving claims.

Describe how any credit allowances are provided when service is interrupted.

4. MISCELANIOUS CHARGES

The State of Nebraska will not pay for any network or facility installation or one time charges associated with this RFP and the implementation of its service, this includes PIC change charges. The State will not consider installation charges for standard toll free service for the duration of any resulting contract. The State will not consider installation charges of any type for any outbound toll service provided by any resulting contract.

The Contractor must pay all access line charges, network termination charges and any other recurring or non-recurring charges billed by any Local Exchange Carrier (LEC) that are part of the RFP package. This includes all Presubscribed Interexchange Carrier Charges.

Any additional charge that may be billed to the State as a result of this contract must be detailed in the Bidder's response. Detail of these charges must include description of charge, reason for charge, conditions under which the charge may be incurred, and

the rate. Vendors will not be permitted to assess charges that are not clearly defined in their response to this RFP.

In the event that new product offerings become available during the life of this contract, those products may be added to this contract via addendum approved by both parties.

5. 1 + DIALING

1+ 10 digit dialing is required from all network locations.

6. DIRECTORY ASSISTANCE

The Contractor shall provide directory assistance and rates for making directory assistance calls.

7. LONG DISTANCE OUTBOUND NETWORK REQUIREMENTS

The long distance outbound network must meet or exceed the following requirements.

Connect Time < 6 seconds
(seconds required to set up call)

Received Signal Strength > -20 dbm
(Transmitted at a 0dbm, 1004 Hz tone)

Signal to Noise Ratio > 30 db

Signal Loss (Distortion) < 2.0 db

Phase Jitter < 4.00

Impulse Noise < 6 Hits total

Bit Error Rate < 5 in 105

Peak-to-average ratio (P/AR) > 90

Busy hour grade of service < P05

Normal hour grade of service < P02

Call length will be measured and billed on in one (1) second increments.

International Service to all Countries currently having Direct Distance Dialing connection capabilities during the period of the contract is required.

A complete description of the facilities proposed is required. This includes normal hour grade of service, busy hour grade of service, redundancy within your network, restorable time, restorable plan, disaster recovery plan, maintenance center, trouble reporting procedures, quality control program, answer supervision method used, operator and directory assistance availability.

The Contractor's proposed system must utilize the North American Numbering Plan for calls terminating in Alaska, Hawaii, and the Caribbean.

8. CALL DETAIL RECORDS

The Contractor must deliver an automated electronic billing file each month that matches the Contractor’s paper billing. The electronic file will be used in the State’s current rebilling system to rebill State agencies. The file needs to be a data file, not an image of the paper bill in a file. The entire process is automated requiring no manual intervention. Files that require a manual process each month are not acceptable. Merely sending a CD is not considered automation. Anything that requires State personnel to handle this file each month is not considered automation.

In order to facilitate automation the State allows the following file transfer methods to be used to receive the monthly billing file:

- a. SFTP (State Client or State Server): SFTP (Secure File Transfer Protocol), uses SSH (Secure Shell) communications technology to secure the control and data connection. The State of Nebraska requires public key authentication when the State is the server and public key or password authentication when the State is the client.
- b. FTP TLS/SSL (State Client): FTP (File Transfer Protocol) with the added option of Secure Sockets Layer (SSL) or Transport Layer Security (TLS). TLS/SSL is used to secure the control and data connection.
- c. FTP over VPN (State Server): The State of Nebraska does not allow FTP from an external client to a State FTP server unless it is over a VPN (Virtual Private Network). VPN maintains privacy through the use of a tunneling protocol and security procedures.
- d. Cyberfusion: Proginet’s Cyberfusion is a managed file transfer platform server used to secure and control file-transfer activity. A full range of encryption algorithms, built-in security and authentication options ensure data is completely secure. The architecture is peer-to-peer, which means Cyberfusion platform is required at each endpoint.
- e. Connect:Direct Secure+ (or Connect:Direct over VPN): Sterling’s Connect:Direct Secure+ is a data transfer software product with a comprehensive, cryptographic security solution.
- f. Connect:Direct Secure+ must be used for transfers, unless there is a VPN connection setup between the Connect:Direct endpoints to provide the encryption. The architecture is peer-to-peer, which means Connect:Direct (or Connect:Direct Secure+) is required at each endpoint.

Transfers can occur over the Internet, as long as they are encrypted. Prior to “going live”, testing this process must be done. The awarded Contractor will be provided with access, instructions and a user ID, if required.

Below is an example of what the file should look like:

```
200601300015300000300000054024710672LINCOLN NE4024444444OMAHA NE
200601300015310000300000054024710672LINCOLN NE3141264444ST LOUIS MO
200601300015330000300000054024710672LINCOLN NE4024444444OMAHA NE
```

200601300015350000300000054024710672LINCOLN NE4024444444OMAHA NE
200601300015400000300000054024710672LINCOLN NE0523441234MEXTICA MXI

Text/alpha fields must be left justified blank padded, numeric fields must be right justified, zero padding is not necessary as long as they are right justified and align. Editing is not desired for dates and amounts (other than a sign for credit amounts). In other words for a date 20060119 is preferred over 2006-01-19, for an amount 100000 is preferable to 1,000.00.

The Bidder must provide a copy of their proposed electronic billing file on compact disk. Bidders must provide this test file along with their proposal in order to be considered. The State will verify that the content of the test file(s) are compatible with the state rebilling system. At a minimum the following information must be contained in each call record:

Field	Format
Call Date	yymmdd,yyyymmdd, mmddy or mmddyyy
Call Time	hhmmss or mmmmss
Duration	hhmmss or mmmmss
Actual Cost	numeric signed
Originating number	numeric
Originating City	text
Originating State	text
Terminating number	numeric
Terminating City	text
Terminating State(or Country if international)	text

All costs must reflect the actual contracted amount. The State will not accept billing detail that reflects a higher than contracted rate with a percentage discount.

The State will not pay for calls that do not conform to the above requirements. Call detail that does not conform to these requirements will be returned and the Contractor will be required to resubmit their call detail in the required format.

On occasion the State must also have the capability of researching call detail prior to regular monthly billing. Explain your procedure for this.

9. TOLL FREE NUMBER NETWORK REQUIREMENTS

a. SERVICE CONFIGURATIONS

It is the State's intention to use the Contractor to support the in-place Toll Free traffic, allowing the currently used Toll Free numbers to remain as a part of the Toll Free number portability dictate of the FCC.

It must be understood that the Contractor will not be allowed to conduct any direct marketing efforts to State agencies unless requested to do so by the Office of the CIO.

b. REPORTS

The following reports will be generated as needed by the State.

Management reports that provide summaries of monthly usage by originating area code and time of day.

c. DIALED NUMBER IDENTIFICATION SERVICE

The Contractor must provide Dialed Number Identification Service (DNIS) on both toll and toll free calls processed across their network.

d. TOLL FREE NUMBER ESTABLISHMENT

Toll Free number service must be provided by the Contractor free from monthly service charges.

The State currently has approximately 400 Toll Free numbers in service. With some exceptions, all toll free numbers will be ported over to the Contractor. The Contractor will be required to port current toll free numbers over to their network at no charge. Describe your process and timeline for porting of current State Toll Free numbers.

Describe your process and timeline for establishing new Toll Free numbers.

e. TOLL FREE NUMBER FEATURES

The following are basic features of Toll Free service:

Provide the information requested. Bidders must provide standard toll free service free from monthly fees or charges aside from the per minute toll charges. For each feature indicate whether it is available and if additional costs are applicable. Include all additional costs in the Cost Proposal section. Also, include any additional features that your network provides and the cost of the feature(s) if applicable. Describe when Toll Free begins and terminates with use of the features described.

- i.** Single Number Service - Utilize the same Toll Free number for offices located throughout the state.
- ii.** Routing Control Services - Describe the abilities to direct, control and change routing without hardware or special equipment required.
- iii.** Area Code - Describe the ability to automatically route calls based on area code (NPA) of the caller,
- iv.** Local Exchange - Describe your ability to route calls based upon the local exchange (NXX) and the first three digits of the caller's telephone number.
- v.** Originating Number - Describe your ability to route alternate destination based upon the full 10-digit originating number.
- vi.** Time of Day Management - Describe the feature of changing the routing patterns at prearranged times during the day.

- vii. Day of the Week - Describe the feature that allows calls to be re-routed to alternate destinations based upon the day of the week.
- viii. Command Routing - Describe your call handling plan with back up arrangements for emergencies or special situations.
- ix. Call Allocator - Describe the feature that permits the State (User) to allocate calls to different call centers or different routing arrangements on percentage basis, via a phone call or through the Bidders routing control service.
- x. Call Prompter - Describe the feature that permits the State (User) to allocate calls to different call centers or different routing arrangements on percentage basis, via a phone call or through the Bidders routing control service.
- xi. Call Prompter - Describe the feature that works like an automatic "operator." It determines what each caller needs and routes the call accordingly.
- xii. Courtesy Response - Describe the ability to answer calls when the office is closed and refer it to another telephone number, or request the call at another time.
- xiii. Enroute Announcements - Describe the feature of special announcements during any point of the call path to greet the caller or provide important information prior to routing the call.
- xiv. Detail Reports - Describe the type of reports that summarize and detail call pattern information on Toll Free services.
- xv. Call Redirection Feature - Describe what call redirection features are available when incoming lines are completely occupied with calls.
- xvi. Intercept Feature - When the State changes or removes Toll Free numbers from service it may be necessary for the Contractor to provide a temporary recording that informs callers of the change and new number if applicable.

In some cases the State wishes to restrict calling areas for toll free service at the NPA level. This capability must be available, and costs for this service must be outlined in the cost proposal section of the Bidder's proposal.

For the purpose of the Nebraska Child Abuse Hotline the State requires that calls to the hotline toll free number be routed to multiple POTS numbers based on the originating NPA/NXX, time of day, and/or day of week. The Bidder must describe their solution for supporting this requirement in their proposal.

f. LOCAL EXCHANGE ACCESS

Where possible, the selected carrier will prevent the completion of calls that originate in the local exchange free-call area associated with the terminating location of the Toll Free number.

g. DIRECTORY LISTINGS

The Contractor must provide toll free directory listings for State owned numbers when requested. The Contractor must provide any applicable charges in the Cost section of their proposal.

10. ANSWER AND DISCONNECT SUPERVISION

The Contractor will utilize automated answer and disconnect supervision when provided by the Local Exchange Carrier.

11. GRADE OF SERVICE

The Contractor shall maintain an acceptable grade of service of all Bidder provided access and termination facilities. User complaints will serve as the ultimate test of acceptability. Failure on the part of the Contractor to resolve user complaints and to provide an acceptable grade of service as determined by the Office of the CIO may result in cancellation of the contract as per Section III.,Y. Early Termination.

12. PRICING

Individual calls must be priced based on actual talk time rounded to the nearest second. The Contractor will be permitted to bill minimum call duration of 18 seconds. The Contractor shall not charge for incomplete calls.

There will be no other charges or costs applied except those noted in the Contractor's cost proposal.

13. CALLING CARD SERVICE REQUIREMENTS

a. Operator Assistance

The Contractor shall provide for operator assisted calling card calls.

The Contractor shall specify the procedures for operator assisted calls and state any special conditions and additional charges, if applicable.

b. Redial

The Contractor shall provide redial capability. The procedure and limitations associated with the redial capability shall be explained as a part of the response to this RFP.

c. Directory Assistance

The Contractor shall provide directory assistance and rates for making directory assistance calls.

d. Calling Card Numbers

Card numbers provided by the Contractor must be ten (10) digits in length. The State has a number of calling cards currently in service and will provide those card numbers upon contract award so that they can be activated in the Contractor's network. Each 10 digit card number has a unique four (4) digit PIN number. The Contractor must agree to utilize the State's existing Card/PIN combinations.

- e. Customization**
If the Bidder can provide a customized calling card, the additional costs and/or additional lead times associated with having and/or requesting the initial or subsequent requests for cards shall be identified. If custom cards are not available, the Contractor must provide generic cards at no cost to the State.
- f. Call Tracking**
The State must have the capability of researching call detail prior to regular monthly billing. Explain your procedure for this.
- g. Activation**
The minimum of 100 surplus calling cards will be provided to the Office of the CIO to be immediately available for distribution. The Contractor must provide additional cards within 10 working days after an order is placed. Calling Cards shall not be activated or deactivated until requested by an authorized representative of the Office of the CIO. The Contractor is required to activate or deactivate a card within 24 hours of receiving the request. Describe your process ordering of new Calling Cards, and deactivation of Calling Cards.
- The Bidder must provide an active calling card identical to the type proposed. This card will be used to evaluate the Bidders Calling Card service.
- h. Access**
The Bidder will provide service via "Toll Free" Access. The Bidder shall absorb access costs as a part of the service being provided under the provision of this request.
- i. Other Restrictions**
The Bidder must restrict calling to other Toll Free numbers, 900 numbers, 976 numbers, and all Caribbean locations.
- The Bidder must restrict international access except for those cards specified by the Office of the CIO. Charges to international locations originating from cards other than those identified by the Office of the CIO will not be paid.
- j. Credits**
The Contractor must provide automatic credits for disputed calls. The Contractor shall have one billing cycle to confirm the disputed call as billable and rebill.
- k. Fraud**
The State will not assume responsibility or liability resulting from the fraudulent use of any calling card issued to the State, however, in the event that a State employee misuses a card, the State will accept liability for payment. Appropriate action will be taken by the State in dealing with calling card misuse.
- As a part of the RFP, the Bidder shall explain what procedure would be taken in disabling cards in cases where fraud may be detected.

I. Coverage

The Contractor's calling card must be able to make calls to and from international countries identified as a part of the prospective Bidder's proposal. The Bidder may also identify any other new countries scheduled for service with effective dates during the term of the contract. Bidders should provide standard rates to Western European, Pacific Rim, Central and South America.

m. International Access

Calling access to and from international countries must be available on select cards only. These cards will be identified by The State.

14. NETWORK PROPOSAL

Use of voice over IP may be permitted, however any such VOIP network must be clearly identified in proposal and a proven track record of success and quality of service must have already been established by the carrier.

The Bidder's must keep in mind that the State will not incur any network charges whether recurring or non-recurring that are associated with the installation, implementation, or maintenance of any proposed network.

15. RATE STABILITY

The Contractor agrees that it will not, during the term of this agreement, initiate an increase in its proposed rates. However, the Contractor must agree to review any rate structure offered to the State on an annual basis, and make adjustments based on mutual agreement.

D. PROJECT PLANNING AND MANAGEMENT

1. CUSTOMER SERVICE REPRESENTATIVE

The Contractor shall assign a customer service representative to serve as a single point of contact to handle and/or coordinate the resolution of all billing inquiries and adjustments, call detail problems, and routine service requests. This representative will be required to take all orders for line additions to our account, and may be required to meet on site with Office of the CIO personnel to resolve problems that occur.

All line additions to the State account must be done within 48 hours of request. Orders for line additions may only be taken from Office of the CIO representatives, and confirmation must be given from Bidder to the person placing the order via e-mail within 48 hours of receipt. Office of the CIO personnel will make routine PIC assignments at the LEC level. The State will require the Contractor's assistance in making initial PIC changes.

2. TROUBLE SHOOTING PROCEDURES

The Contractor must submit to the Office of the CIO within seven (7) days after execution of contract, a trouble reporting procedures list including:

- a.** Toll-free telephone numbers for reporting troubles, both during working hours and at night, weekends, and holidays.

- b. Names and telephone numbers for supervisors or managers over trouble desk.
- c. List of information required to properly report troubles including any Bidder specific circuit identifiers/descriptions and where that information can be found.

The Office of the CIO will be responsible for reporting all maintenance requests from State agencies to the Contractor. The Contractor will contact the Division to report trouble status within time frames to be addressed in the contract and to report troubles that have been cleared.

3. ESCALATION LIST

The Contractor must submit to the Office of the CIO within seven (7) days after execution of contract, an escalation list including names, titles, and day and after hours telephone numbers to be used in extraordinary circumstances where standard procedures are inadequate. This list must be updated by the Contractor on a quarterly basis.

4. TROUBLE REPORTING

Each proposal should contain a listing showing the locations from which maintenance personnel will be dispatched to service the system.

The Contractor must provide a Toll Free telephone number to report trouble issues. The State must be able to speak with a live person when reporting trouble, and the Contractor must keep the State informed of status on all trouble issues until resolution has been accepted by the State.

5. RESTORATION PLANS

Restoration of service shall be performed upon notification to the Maintenance Center that the system is inoperable or unsuitable for operation. The Maintenance Center shall be responsible for assuring that service for each request for remedial maintenance is provided within two hours of notification of a malfunction of the switching equipment and within four hours of notification of malfunction of individual circuit equipment. The above response limitation includes travel time. Details of how the Bidder will meet this level of responsiveness, and how any exception will be dealt with must be described in the proposal. Restoration service must be available twenty-four hours per day, seven days per week. If the Contractor does not perform according to the contract, the State reserves the right to contract with another network provider. The difference in cost, if any, between the two will be borne by the Contractor. If the Contractor subcontracts any portion of the service, the Sub-Contractor must have prior approval by the State.

6. MAINTENANCE REQUEST REPORTS

The Contractor shall furnish the State with a monthly report of all maintenance requests. The report shall include as a minimum:

- a. Date and time notified
- b. Date and time of arrival
- c. Description of malfunction reported
- d. Diagnosis of failure and work performed
- e. Date and time failure was corrected
- f. Charges for the service, if applicable
- g. Name of person performing the service

7. TOLL FRAUD

The Contractor must have in place a system that identifies possible fraudulent call activity, and should include the following:

- a.** Excessive call volume to international locations originating from the same ANI.
- b.** Excessive call duration to any location from the same ANI.
- c.** Excessive toll free duration originating from the same ANI.
- d.** Excessive toll free volume originating from the same ANI.
- e.** Excessive call volume originating from the same card.
- f.** Excessive call duration originating from the same card.

Describe your threshold settings and alarm procedures for detection of possible fraudulent call activity.

Explain your policy on customer notification of suspected fraudulent call activity.

Describe your policy on issuing customer credits for fraudulent calls.

V. 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 three (3) 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 Thirty-six (36) 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 previous projects similar to this Request for Proposal in size, scope and complexity. The State will use no more than three (3) narrative project descriptions submitted by the Bidder during its evaluation of the proposal.

The Bidder 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;
 - b)** the scheduled and actual completion dates;
 - c)** the contractor's responsibilities;
 - d)** for reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number and e-mail address); and
 - e)** each project description 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 a separate section or 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 forms substantially equivalent to those described below.

1. PRICING SUMMARY

This summary shall present the total 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.

2. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the Bidder, F.O.B. destination named in the Request for Proposal. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

C. PAYMENT SCHEDULE

The payment schedule for the project is tied to specific dates and deliverables. Invoices may be submitted by the contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved.

Form A

Bidder Contact Sheet

Request for Proposal Number 3585Z1

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:	

Form B

Cost Sheet

Request for Proposal Number 3585Z1

Bidders must provide their proposed rate in the format provided below. A list of International countries and rates must be provided. If there are additional rates or charges applicable to the Contractor's proposed services, they must be included in this section ONLY. Charges which appear on Contractor invoicing that do not appear on this cost proposal will not be paid.

Switched Service

Call Type	Average Monthly Minutes	Per Min. Rate
Outbound Intralata-Intrastate	495,643	_____
Outbound Interlata-Intrastate	630.819	_____
Outbound Interstate	438,069	_____
Directory Assistance	n/a	_____
Inbound Domestic Toll Free	980,222	_____
Calling Card	93,000	_____
Average # of Calling Card Calls	21,000	_____
Payphone surcharge	n/a	_____
Calling Card Directory Assistance	n/a	_____
Toll Free Area Code Routing/Restriction	n/a	_____
Toll Free Directory Listing Charge	n/a	_____

Dedicated Service

Call Type	Average Monthly Minutes	Per Min. Rate
Outbound Intralata-Intrastate	n/a	_____
Outbound Interlata-Intrastate	n/a	_____
Outbound Interstate	n/a	_____
Directory Assistance	n/a	_____
Inbound Domestic Toll Free	n/a	_____
Payphone Surcharge	n/a	_____
Toll Free Area Code Routing/Restriction	n/a	_____
Toll Free Directory Listing Charge	n/a	_____

Dedicated PRI TI Install Cost _____
Dedicated PRI T1 MRC _____

Dedicated T1 Address (This service may or may not be used)

501 S. 14th Street
Lincoln, NE 68508