

**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 4539Z1 | October 25, 2013 |
| OPENING DATE AND TIME | PROCUREMENT CONTACT |
| December 3, 2013 2:00 p.m. Central Time | Robert Thompson/Kristi Kling |

This form is part of the specification package and must be signed in ink 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 4539Z1 for the purpose of selecting a qualified contractor to provide the Transfer, Modification, and Implementation of the Mountain Plains States Consortium (MPSC) Women, Infants and Children Program (WIC) Management Information System (MIS) for the Nebraska WIC Program.

Written questions are due no later than November 12, 2013, and should be submitted via e-mail to as.materielpurchasing@nebraska.gov Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original and one (1) copy 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://das.nebraska.gov/materiel/purchasing/rfp.htm>
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.

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

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 contractor’s 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.

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.

D&IC: Development and Implementation Contractor, the successful bidder that will transfer, modify and implement the MPSC system for NE WIC.

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.

MPSC: Mountain Plains States Consortium, the donor system to be transferred to Nebraska.

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

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.

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.

SAM: State Agency Model, model WIC MIS.

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.

LIST OF ACRONYMS

AS: State of Nebraska Administrative Services

BCA: Burger, Carroll & Associates, Inc.

CD: Compact Disc

CDC: Centers for Disease Control and Prevention

CEO: Chief Executive Officer

CFR: Code of Federal Regulations

COTS: Commercial off the Shelf

D&IC: Development and Implementation Contractor

DES: Data Encryption Standard

DFDD: Detailed Functional Design Document

DHHS: Department of Health and Human Services

DSL: Digital Subscriber Line

DTSD: Detailed Technical Specifications Document

DVD: Digital Video Disc

EBT: Electronic Benefit Transfer

FI: Food Instrument

FNS: Food and Nutrition Service

FReD: Functional Requirements Document

IAPD: Implementation Advance Planning Document

IMS: Integrated Master Schedule

IS&T: Information Systems and Technology

ISP: Internet Service Provider

JAD: Joint Application Design

LAN: Local Area Network

MICR: Magnetic Ink Character Recognition

MIS: Management Information System

MPLS: Multiprotocol Label Switching

MPSC: Mountain Plains States Consortium

NAT: Network Address Translation

NIC: Network Interface Controller

OCIO: Office of the Chief Information Officer

OS: Operating System

PC: Personal Computer

PCMCIA: Personal Computer Memory Card International Association

QA: Quality Assurance

RAID: Redundant Array of Independent Disks

RFP: Request for Proposal

RPC: Remote Procedure Calls

SAM: State Agency Model

SAN: Storage Area Network

SC: Steering Committee

SCCM: Microsoft System Center Configuration Manager

SLA: Service Level Agreements

SQL: Structured Query Language

TIP: The Integrity Profile

UAT: User Acceptance Test

UG: User Group

USB: Universal Serial Bus

USDA: United States Department of Agriculture

VPN: Virtual Private Network

WIC: Special Supplemental Nutrition Program for Women, Infants, and Children

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 4539Z1 for the purpose of selecting a qualified contractor to provide the Transfer, Modification, and Implementation of the MPSC WIC MIS for the Nebraska WIC Program.

A contract resulting from this Request for Proposal will be issued for a period of two (2) years and six (6) months with the option to renew for five (5) additional one (1) year periods as mutually agreed upon by all parties. Contract award will be made pending approval and availability of funds from USDA/FNS. The contract performance period of two (2) years and six (6) months will not commence until the actual contract start date.

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 | October 25, 2013 |
| 2. | Last day to submit written questions | November 12, 2013 |
| 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 | November 19, 2013 |
| 4. | Last day to submit "Letter of Intent To Bid" | November 26, 2013 |
| 5. | Proposal opening Location: Nebraska State Office Building State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508 | December 3, 2013 2:00 PM Central Time |
| 6. | Review for conformance of mandatory requirements | December 3, 2013 |
| 7. | Evaluation period | December 4, 2013 – January 14, 2013 |
| 8. | "Oral Interviews/Presentations and/or Demonstrations" (if required) | To Be Determined |
| 9. | Post "Letter of Intent to Contract" to Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm | January 21, 2013 |
| 10. | Contract award | January 21, 2013 |
| 11. | Contractor start date | To Be Determined |

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: Robert Thompson/Kristi Kling
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

OR

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

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing the Transfer, Modification, and Implementation of the MPSC WIC MIS for the Nebraska WIC Program at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

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

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

C. COMMUNICATION WITH STATE STAFF

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

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

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. contacts made pursuant to any pre-existing contracts or obligations; and

3. state-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

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

D. NOTIFICATION OF INTENT TO BID

Bidders should hand deliver, return by facsimile, e-mail or delivery by US mail the "Notification of Intent to Bid Form" that accompanies this document (see Form B) to the contact person shown on the cover page of the Request For Proposal Form. This form should be filled out in its entirety and returned no later than the date shown in the Schedule of Events.

It is preferred that Form B, Notification of Intent To Bid, be sent via e-mail to as.materielpurchasing@nebraska.gov, but may be hand delivered, sent via facsimile to 402-471-2089 or delivery by US mail.

A list of vendors who submitted a Notification of Intent to Bid 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 after the date shown in the Schedule of Events.

E. 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 4539Z1; Transfer, Modification, and Implementation of the MPSC WIC MIS for the Nebraska WIC Program Questions". It is preferred that questions be sent via e-mail to as.materielpurchasing@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 Robert Thompson/Kristi Kling, showing the total number of pages transmitted, and clearly marked "RFP Number 4539Z1; Transfer, Modification, and Implementation of the MPSC WIC MIS for the Nebraska WIC Program 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.

F. 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.

G. 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 one (1) copy 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. 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.

H. 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.

I. 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).

J. 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.

K. 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 (Forms C.1-C.5).

State Statute 73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of

the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. §73-107 and has checked “yes” requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within 10 business days of request:

- a. Documentation from the United States Armed Forces confirming service,
- b. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions),
- c. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
- d. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within 10 business days of notice will disqualify the bidder from consideration of the preference.

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.

L. 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.

M. 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. Request For Proposal For Contractual Services form, signed in ink;
2. Executive Summary;
3. Corporate Overview;
4. Technical Approach; and
5. Cost Proposal.

N. 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.

O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders shall be authorized to transact business in the State of Nebraska. All bidders are expected to comply with all Nebraska Secretary of State registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The Bidder who is the recipient of an Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its current (within 90 days), valid Certificate of Good Standing or Letter of Good Standing; or in the case registration is not required, to provide, in writing, the reason as to why none is required. This must be accomplished prior to the award of the contract. Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

P. 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

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

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

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) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (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/agencyervicesprocurementmanual/ProtestGrievanceProcedureForServices.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) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (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) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (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) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (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) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (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. If contractor will be utilizing any subcontractors, the contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). Contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. 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 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 contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

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

b. COMMERCIAL GENERAL LIABILITY

| | |
|-----------------------------------------|----------------------------|
| General Aggregate | \$2,000,000 |
| Products/Completed Operations Aggregate | \$2,000,000 |
| Personal/Advertising Injury | \$1,000,000 any one person |
| Bodily Injury/Property Damage | \$1,000,000 per occurrence |
| Fire Damage | \$50,000 any one fire |
| Medical Payments | \$5,000 any one person |

c. COMMERCIAL AUTOMOBILE LIABILITY

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

d. UMBRELLA/EXCESS LIABILITY

| | |
|------------------------|----------------------------|
| Over Primary Insurance | \$1,000,000 per occurrence |
|------------------------|----------------------------|

4. EVIDENCE OF COVERAGE

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer, Administrative Services, State Purchasing Bureau, 301 Centennial Mall S, 1st Fl, Lincoln, NE 68508 (facsimile 402-471-2089). 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 State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

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

1. The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.
2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

H. INDEPENDENT CONTRACTOR

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

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

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

I. CONTRACTOR RESPONSIBILITY

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

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

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

J. CONTRACTOR PERSONNEL

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (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) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (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) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

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

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

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

M. PROPOSAL PREPARATION COSTS

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

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

N. ERRORS AND OMISSIONS

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

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

O. BEGINNING OF WORK

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

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

P. ASSIGNMENT BY THE STATE

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

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

Q. ASSIGNMENT BY THE CONTRACTOR

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

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

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

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

S. GOVERNING LAW

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

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

T. ATTORNEY'S FEES

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

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

U. ADVERTISING

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

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

V. STATE PROPERTY

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (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) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (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) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

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

1. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.
2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or

remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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

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

Y. EARLY TERMINATION

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The contract may be terminated as follows:

1. The State and the contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
 - g. contractor intentionally discloses confidential information;
 - h. contractor has or announces it will discontinue support of the deliverable;
 - i. second or subsequent documented "vendor performance report" form deemed unacceptable by the State Purchasing Bureau.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

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

AA. BREACH BY CONTRACTOR

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (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) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (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) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (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. Failure to meet the dates stipulated in the contract for the deliverables may result in an assessment of penalty due the State of \$1,000.00 dollars per day, until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

DD. RETAINAGE

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The State will withhold 10 percent (10%) of each payment due as retainage. The entire retainage amount will be payable upon successful completion of the project. Upon completion of the project, the contractor will invoice the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the contractor within 45 calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.

EE. BID BOND

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

A bid bond is not required.

FF. PERFORMANCE BOND

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

A performance bond is not required.

GG. FORCE MAJEURE

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (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.

HH. PROHIBITION AGAINST ADVANCE PAYMENT

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

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

II. PAYMENT

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (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.

JJ. INVOICES

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

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

KK. AUDIT REQUIREMENTS

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (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.

LL. TAXES

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (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.

MM. INSPECTION AND APPROVAL

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (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.

NN. CHANGES IN SCOPE/CHANGE ORDERS

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (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.

OO. SEVERABILITY

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (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.

PP. CONFIDENTIALITY

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (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.

QQ. PROPRIETARY INFORMATION

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (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.

RR. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (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.

SS. PRICES

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (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.

TT. BEST AND FINAL OFFER

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (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.

UU. ETHICS IN PUBLIC CONTRACTING

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (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.

VV. INDEMNIFICATION

_____ **Accept (Initial)** _____ **Reject (Initial)** _____ **Reject and Provide Alternative within RFP Response (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.

WW. NEBRASKA TECHNOLOGY ACCESS STANDARDS

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-101.html> 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.

[Note: The bidder must provide a response to this requirement, inclusive of a request for exemption under the terms of section B item 5 of the standards, if so needed.]

XX. ANTITRUST

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (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.

YY. DISASTER RECOVERY/BACK UP PLAN

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (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.

ZZ. TIME IS OF THE ESSENCE

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (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.

AAA. RECYCLING

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (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).

BBB. DRUG POLICY

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (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.

CCC. EMPLOYEE WORK ELIGIBILITY STATUS

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

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

DDD. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The contractor, by signature to this RFP, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

EEE. CLEAN AIR ACT

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The Clean Air Act, Section 306, stipulates that no federal appropriated funds shall be paid, by or on behalf of the Contractor, to any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

FFF. CLEAN WATER ACT

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The Clean Water Act, Section 309, stipulates that no federal appropriated funds shall be paid, by or on behalf of the Contractor, to any person any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

GGG. ANTI-LOBBYING ACT

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The Anti-Lobbying Act prohibits the recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative branches of the Federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Confess in connection with this federal grantor o cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;

3. The undersigned shall require that the language of this certification be include in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

HHH. AMERICANS WITH DISABILITIES ACT

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and State and local governments, except public transportation services.

III. ROYALTY-FREE RIGHTS

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The federal and State governments reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and State government purposes, the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

The Nebraska WIC Program (DHHS WIC) as administered by the Department of Health and Human Services (DHHS) is currently following the USDA Food and Nutrition Service (FNS) project protocol to acquire a new WIC MIS. The Development and Implementation Contractor (D&IC) will provide the following services for DHHS to secure a new WIC system:

1. Transfer the MPSC system to DHHS WIC.
2. Configure the system parameters of the MPSC system as needed to meet the Nebraska functional requirements as set forth in the Nebraska Functional Requirements Document (FRoD) attached to this RFP (see Attachment A).
3. "Re-brand" the system, inclusive of all screens, reports, and outputs, to reference and reflect DHHS WIC.
4. Train DHHS WIC state and local agency staff in the operation of the system.
5. Convert the data from the existing DHHS WIC system to populate the new system.

DHHS WIC intends to join the currently being formed MPSC System User Group (UG). The MPSC UG will control and determine any modifications and enhancements to the system other than modifying existing parameters. Recognizing this, DHHS has identified a number of DHHS-specific items that may not be approved by the UG and has asked in this request for bidders to provide separate, optional quotes for these potential tasks. The potential DHHS-specific modifications and enhancements described herein and included on Form C.5 will not likely be funded via the contract resulting from this solicitation. All such DHHS-specific modifications and enhancements will be subject to the approval of MPSC UG. At present, any and all modifications and enhancements receiving MPSC UG approval will then be contracted for, funded by, and conducted under the auspices of the MPSC UG using the prices provided on Form C.5 as a guide. Should the MPSC UG change these guidelines, it is possible these changes will be funded through this contract.

Bidders are also hereby notified that this procurement specifically does not include provision of hardware, either central processor or end user, telecommunications, or data storage, unless negotiated under the terms of the optional system maintenance activities based upon the rates provided by the bidder on Form C.2. DHHS envisions hosting and operating the new system in-house. However, DHHS has asked for pricing for potential support options for the system. These options range from full service operations and maintenance to hybrid (DHHS/D&IC shared) tasks and activities. For each optional renewal year, two scenarios are presented: Scenario 1 – DHHS houses and operates the servers; and Scenario 2 – the D&IC houses and operates the servers. Upon contract award, DHHS may elect to exercise all or some of the optional support and maintenance items for all or some of the optional years.

The specific tasks and deliverables of the D&IC project are provided in the Scope of Work presented below.

B. PROJECT OUTCOMES

The outcomes to be met through this RFP are to secure a D&IC who will provide development and implementation services for DHHS WIC and work with all the stakeholders to successfully deploy a new MIS for DHHS WIC.

The end result of successful deployment will be:

1. Replacement of the aging WIC system;

2. Functionality and service improvements with newer technologies;
3. Optimized operational and support technologies;
4. Streamlined business practices and processes;
5. Improved access to data;
6. Improved ability and flexibility to make changes to the WIC system;
7. Improved reporting capabilities for local staff;
8. Improved customer service;
9. Reduced staff, system, and processing errors;
10. Reduced user training with increased user friendly processes;
11. Reduced amount of paper used and produced;
12. Minimized potential for fraud and abuse;
13. Increased budget and caseload capabilities; and,
14. Full compliance with Federal rules and regulations.

C. PROJECT ENVIRONMENT

1. OVERVIEW

WIC provides specific nutritious foods, nutrition and breastfeeding education, and referrals to pregnant, breastfeeding and postpartum women, infants and children up to five years of age who are determined to be at nutritional risk and meet income guidelines. WIC is funded by the United States Department of Agriculture (USDA), governed by Federal Regulations contained in the Federal Register 7 CFR Part 246. DHHS WIC serves approximately 43,000 participants monthly.

The current DHHS WIC automated data system runs on a centralized RS6000 server running AIX UNIX. The application uses WYSE terminals and printers connected to routers in the larger local agency clinic sites. The WIC system is used to enroll WIC participants; store and manage participant records and data; track participant health related data such as immunizations completed and due; issue WIC food instruments; issue, process and reconcile bank redemption data; reconcile and report monthly participation and financial data; manage vendor data and the vendor cost containment system; manage the WIC infant formula rebate contract and billings; maintain the Center for Disease Control and Prevention's (CDC) Pediatric and Pregnancy Nutrition Surveillance Systems data and reporting; maintain USDA Participant Characteristics data and reporting; maintain USDA The Integrity Profile data and reporting; and produce ad hoc reports.

2. DEPARTMENT ORGANIZATION

Following is a description of the organization of DHHS and DHHS WIC.

a. DEPARTMENT OF HEALTH AND HUMAN SERVICES

DHHS is headed by Chief Executive Officer (CEO) Kerry Winterer, who was appointed to serve in this position by Governor Heineman. Under the CEO, DHHS has seven divisions. All Division Directors report directly to the CEO. The CEO is part of the Governor's Cabinet. Staff supporting the DHHS WIC Program are located within both the Division of Public Health and the Information Systems and Technology (IS&T) Unit.

b. DIVISION OF PUBLIC HEALTH

DHHS WIC is organizationally located in the Division of Public Health, under the Deputy Director of the Community and Environmental Health Section and within the Lifespan Health Services Unit.

c. INFORMATION SYSTEMS AND TECHNOLOGY

The IS&T Unit administers DHHS's computer resources and is responsible for developing and maintaining DHHS's computer systems and technical infrastructure. IS&T provides support and oversight in such areas as help desk, feasibility studies, system design and development, system maintenance, computer hardware acquisition, installation, maintenance, network acquisition, coordination, installation, and maintenance, and system project management.

d. DHHS WIC

DHHS WIC includes DHHS staff who administer the program and local agency staff who are employed by non-profit or government agencies that have subgrant agreements with DHHS to deliver WIC services. DHHS WIC staff includes a program manager, six professional nutrition staff, two support staff and one business system analyst. The DHHS WIC office is located at the Nebraska State Office Building in Lincoln, Nebraska. Local WIC staff include health professionals, clerical staff, and fiscal and administrative staff. There are approximately 200 local WIC Program users at 13 local agencies and 108 clinic sites across the state.

e. WIC HELP DESK

The DHHS WIC computer system Help Desk is operated by DHHS WIC staff. WIC staff provide Help Desk, operating system, software, and hardware support. Hardware, software, and network technical assistance and support is provided by IS&T; printer repair is provided through a contract; and ad-hoc Oracle and system changes programming are supported by a contracted private consultant.

3. PROJECT OVERSIGHT

The project steering committee and DHHS WIC staff will be responsible for oversight of the WIC MIS Project (Project), in coordination with other DHHS staff. Project activities will be managed according to the staffing roles listed below.

a. PROJECT STEERING COMMITTEE

Project oversight will be conducted by a Steering Committee (SC) comprised of senior members of the DHHS WIC staff, a local agency representative, and a representative from DHHS' IS&T Unit. It is anticipated that this group will meet as needed. The SC has regularly been meeting monthly during the planning effort. When designated, the DHHS Project Coordinator will also join the SC. The DHHS WIC Director will serve as the Project Director and bears responsibility for keeping senior management abreast of the Project's status and activities.

b. PROJECT MANAGER

DHHS has contracted with Burger, Carroll & Associates (BCA) for project management support from the start of the planning phase through full system implementation. BCA will provide support and direction to the DHHS Project Coordinator to assist them in managing all day-to-day activities of the Project. This support will include identifying needs, such as arranging for facilities or facilitation of communication; provision of example materials for events and activities; and mentoring on the use and maintenance of Project plans and schedules. In addition, BCA will produce, update, and monitor the Project schedule, and assist the DHHS Project Coordinator in managing the D&IC and Quality Assurance (QA) contractor and supervising any programmatic sub-

committees established. In addition, BCA provides regular status reporting to the SC, leads the regular SC status meetings, and ensures the implementation of decisions made by the SC.

c. DHHS PROJECT COORDINATOR

DHHS will hire or designate a DHHS Project Coordinator. The DHHS Project Coordinator will organize and facilitate DHHS' contribution to the Project. With the BCA's support and direction s/he will be responsible for coordinating and facilitating meetings and workshops held at DHHS, supporting and ensuring the participation and input of the members of the Project Advisory Committee, tracking and consolidating materials from review of D&IC products and deliverables, and ensuring the dissemination of project materials and communications.

d. PROJECT ADVISORY COMMITTEE

A Project Advisory Committee consisting of DHHS and local agency staff was formed with a group for each functional area of the system. These groups worked together, meeting several times for each group, to develop the Functional Requirements Document section of the Implementation Advance Planning Document (IAPD). These groups will remain active in the Project to serve as a communicative authority regarding system functional requirements for their respective stakeholder segment and reporting to the SC. Members of the Project Advisory Committee will participate in design sessions with the D&IC, review detailed design documents, and participate in UAT of the system.

The Project Advisory Committee:

- i. Makes recommendations for policy review and revisions;
- ii. Reviews and comments on project deliverables;
- iii. Prioritizes functional areas that arise;
- iv. Makes appropriate personnel resources available to the project team for business resolutions, review and testing; and,
- v. Participates in the functional design process, acceptance testing and pilot testing.

The Project Advisory Committee will work under the direction of and report to the SC. The DHHS Project Coordinator will coordinate the activities of the Project Advisory Committee and assist in arrangements for notifications, scheduling, materials distribution, etc. The Project Advisory Committee will function through workgroups in functional areas. Workgroups will make recommendations by consensus. In the event that consensus cannot be reached, opposing views will be documented and presented to the SC. Final action on Project Advisory Committee recommendations will be taken by the SC.

D. NEW SYSTEM ENVIRONMENT

1. SELECTED SYSTEM

The new DHHS WIC MIS will be a transfer of the MPSC State Agency Model (SAM) system. The combination of extensive functional design meeting all functionality as set forth in the USDA/FNS Functional Requirements Document for a Model WIC System (USDA/FNS 2008) and centralized web-based operation for multiple clinics as engendered in the MPSC SAM system will bring DHHS WIC into the next generation of

WIC systems. The information and system schematics presented below are drawn in part from the MPSC system technical documentation. Complete technical documentation for the MPSC system, inclusive of the Detailed Technical Specifications Document (DTSD), is in the public domain and may be found on the USDA/FNS web site at the following URL: http://www.fns.usda.gov/apd/library/MPSC_docs.htm.

The MPSC system is based on the .NET Smart Client architecture developed and supported by Microsoft. The specification from Microsoft is based on a Service-Oriented Architecture, in which individual systems are implemented as interoperating sets of services, using common frameworks, standards, and practices.

2. SYSTEM OVERVIEW

The clinic application in a WIC system contains the business rules that support clinic level operations, such as appointment scheduling, participant certification, food instruments (FI) or electronic benefit transfer (EBT) issuance, documentation of nutrition education, food package changes, mid-certification updates and edits, participant transfers, and reporting. In addition, local agency functionality includes some distributed vendor management functionality inclusive of routine monitoring. The state office application contains the functions for statewide reporting, vendor management, financial management (including communications with the bank for check based systems or host processor for EBT), FI reconciliation, Program integrity, and dual participation oversight. Both the clinic application and the state office application will be housed on the central processor, along with the relational database that contains all of the participant records.

The MPSC system was designed to be virtually paperless. WIC personnel in a clinic who have contact with participants have their own workstation. Data is entered directly into a participant's record, eliminating paper files. In addition, signature capture, both for participants and for WIC staff as needed, is done through the use of electronic signature pads. Clinics have between one and three printers, depending on their size. Larger clinics generally have one or two printers reserved exclusively for printing checks and another for printing all other reports and forms. Smaller clinics may have a single printer with two paper trays. The differences and types of printers to be used are explained in more detail in the Hardware Plan, presented below.

The term "server" is often used to refer to both a type of hardware and a software application. The central servers (hardware) in the Web-based system will house three types of software; an application server, a web server, and a database server. The application logic and business rules of the system are part of the application server. The database and web application server provides the interface between the records in the relational database and the application. The Web server handles communication, data marshaling and Remote Procedure Calls (RPC) over HTTP via the Internet and makes the data and application available to the clinics through a web-browser on the WIC system PCs. The term "server" also refers to virtual environments.

Large, multiple user clinics require a high bandwidth (i.e., high speed) connection in order to provide adequate response time. If an on-line clinic is permanent and large enough to require multiple workstations, a local area network (LAN) can be installed and the internet may be accessed by the user. There are some clinics that currently do not have Internet access, or have inadequate access. (For this discussion, "inadequate" refers to lack of sufficient bandwidth, Service Level Agreements (SLA) or

other constraints for the number of users in a given clinic.) During this project, telecommunications to these clinics will be enhanced.

3. DHHS NETWORK, SERVER, AND DESKTOP ENVIRONMENT

The DHHS technical environment includes approximately 6,000 desktop computers, 800 laptops, 480 servers, and 700 networked printers spanning 150 LANs located throughout Nebraska.

a. NETWORK MANAGEMENT

Network management and administration is shared with the State of Nebraska's Office of the Chief Information Officer (OCIO). DHHS IS&T shares management of a private wide area network operating within the OCIO's private multiprotocol label switching (MPLS) network backbone. The private DHHS network operates behind a DHHS-managed departmental firewall and the OCIO's enterprise firewall. Business class broadband virtual private networks (VPN) are supported. Internet accessibility via cellular data and limited Wi-Fi availability is supported. IS&T manages over 150 DHHS local area networks at offices located throughout Nebraska. 100Mb full duplex to the desktop is supported as standard and Gb to the desktop is available to support special needs as required.

b. SERVER MANAGEMENT

Server management includes managing and supporting 4 Microsoft Active Directory Forests all operating at the Windows Server 2008 R2 Functional and Domain Levels. The 4 Forests consist of the following distinct environments: production, DMZ, alpha test, beta test. Server Operations supports 479 servers at 95 sites across the state providing 6,000 DHHS staff authentication and access to the DHHS network, file services, print services, software delivery, databases, mainframe services, Internet, e-mail, and other networked resources. Servers are monitored for preemptive failures, hardware malfunction, and performance 24 hours a day/7 days a week with automated problem notification in the form of e-mail and text messages. Service packs and hot-fixes are automatically delivered as needed after testing in the alpha and beta test environments. McAfee virus software and updated anti-virus signatures are delivered and updated nightly. Remote site servers utilize disk-to-disk real-time file replication using Microsoft Distributed File System to centralized backend file replication servers. The backend file replication servers are backed up nightly to tape. Server management supports a 63 server Citrix XenApp 6.5 Farm hosting 125 supported applications available to approximately 6,000 internal and external users. IS&T supports Citrix XenApp Server, Microsoft SQL Server, Oracle Server, DB2 Server, IIS Web Server, Tomcat Web Server, and Lotus Notes server environments.

Server management is also available as a shared service from the OCIO including virtual infrastructure, SAN storage, and data backup.

Vendors are not allowed uncontrolled access to DHHS servers to perform software maintenance or troubleshooting. Controlled access required to fulfill contractual obligations is provided through Citrix.

c. DESKTOP MANAGEMENT

Desktop management provided by IS&T includes the automated installation and configuration of all operating systems (OS), OS updates, software and software

updates. Updates are delivered to the desktops nightly using the DHHS private network. The user community does not have administrative rights on the desktops and are restricted from making operational configuration changes. Desktop hard drives are not used for storage of production data and are not backed up. Desktops are currently Windows 7 Enterprise with migration to Windows 8 being considered for upgrade in March 2014. Locally connected modems or other network equipment that may create a backdoor to the DHHS private network are prohibited. DHHS uses Microsoft Outlook 2010 connected to the State of Nebraska Microsoft Exchange 2010 servers for e-mail and calendaring.

i. DHHS DESKTOP ARCHITECTURE:

- a) Intel 3 Ghz or higher
- b) 4 GB RAM
- c) Gigabit Ethernet NIC
- d) 150 BF HDD or larger
- e) Microsoft Windows 7 Enterprise or Windows 8 Enterprise
- f) Internet Explorer 9 (IE 10 on Windows 8)
- g) Microsoft Office 2010 (Office 2013 upgrade pending)
- h) McAfee Endpoint Protection antivirus
- i) Acrobat Reader 10
- j) Microsoft SCCM 2007 (SCCM 2012 upgrade in progress)

Bidders must explain how they could or couldn't meet the DHHS standards noted above.

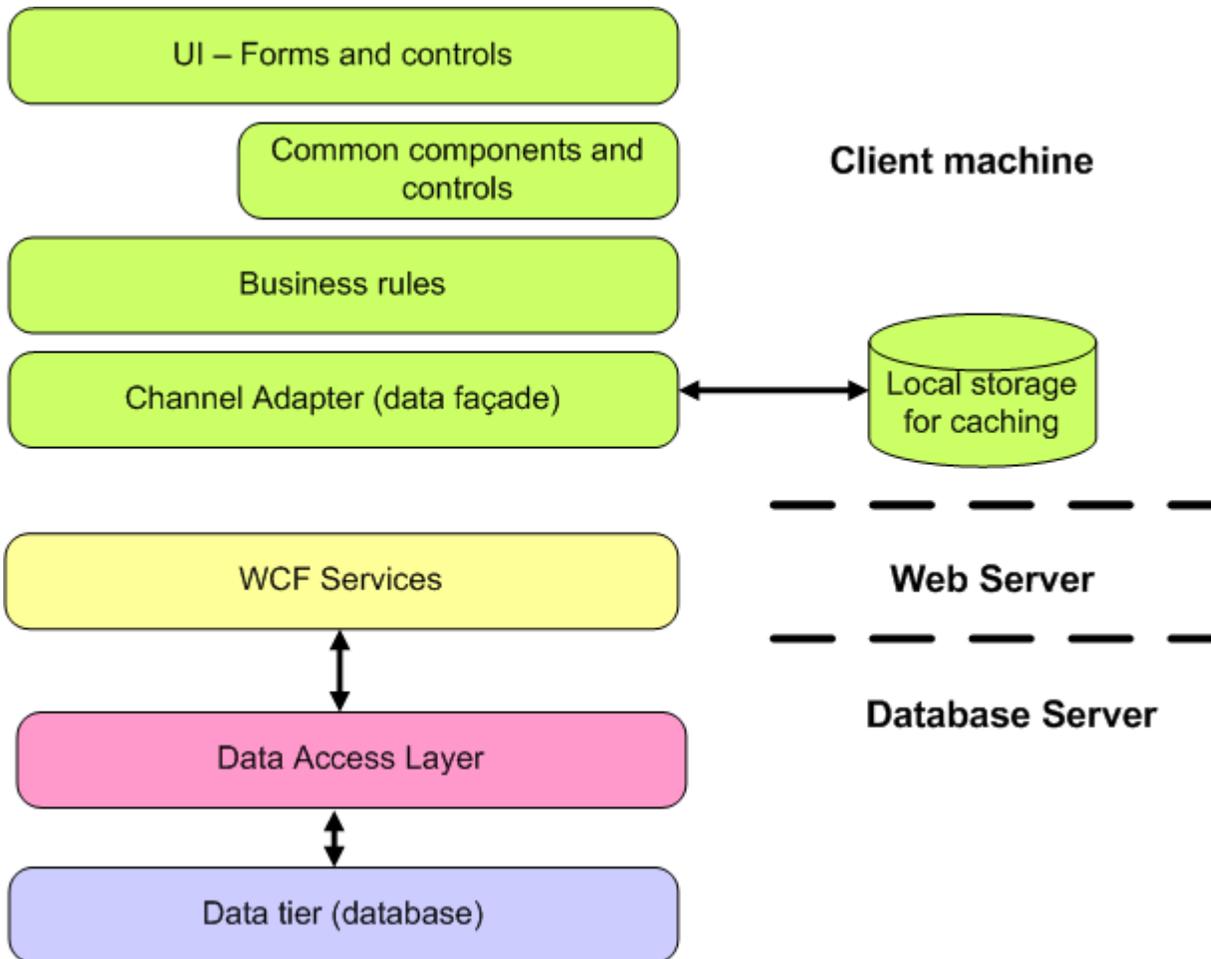
4. SYSTEM ARCHITECTURE

Virtually all of the geographic states' WIC Programs operate their system independently of all other state WIC Programs. This is true whether the architecture is for a distributed, web based, or on-line system. The architecture of each system generally consists of three components – the clinic application, each respective state's agency application, and its central processor.

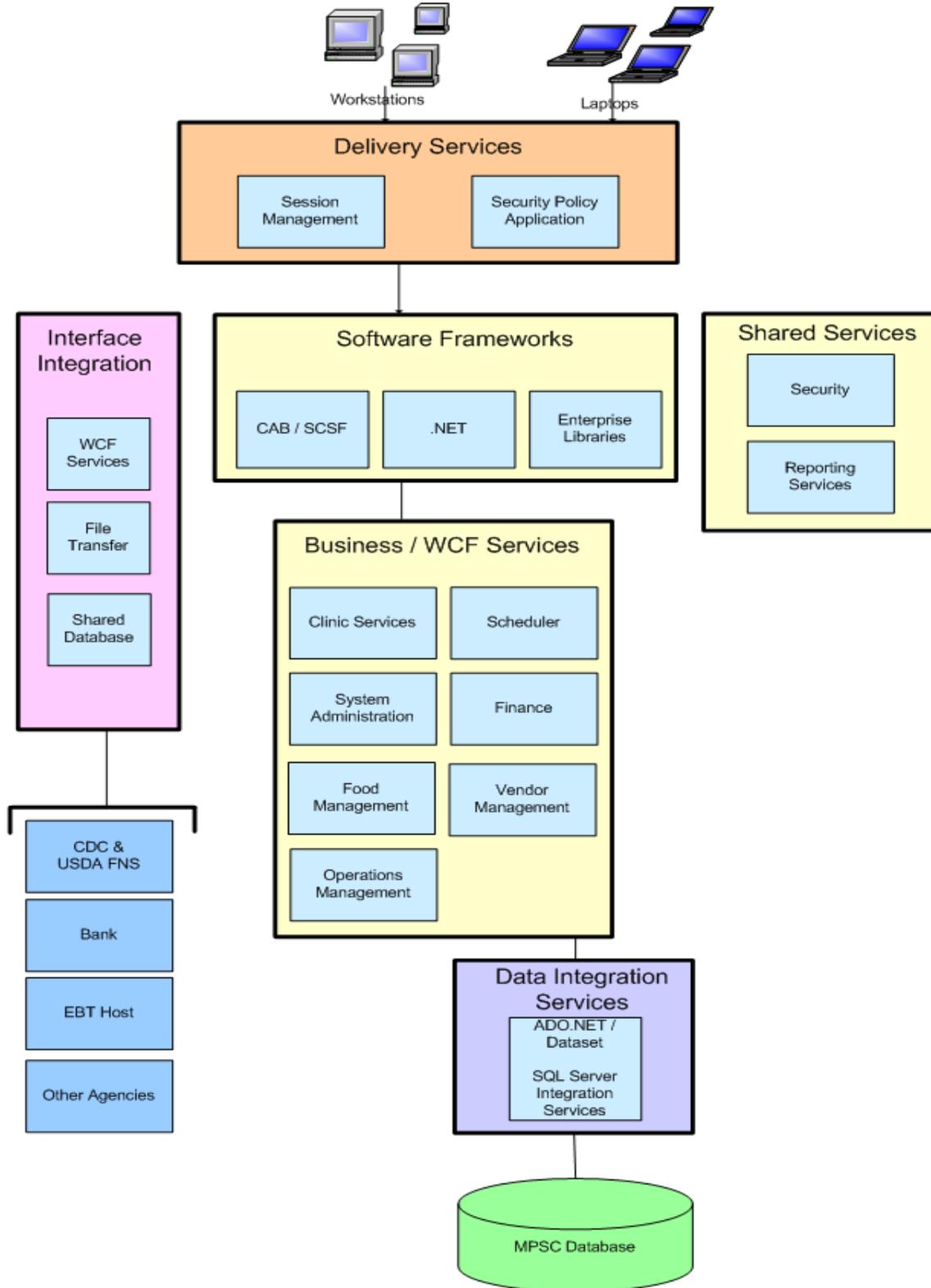
Security of data on the central processor and during transmission from clinic sites and the state office to the host will be of paramount concern. As explained in the hardware plan below, the central processor will have built in redundancy and back up procedures. Since the Internet is a public network, data will be encrypted during transmission.

The MPSC system uses an n-tier approach of software application partitioning in order to achieve the design and performance goals of the system. The n-tier architecture for the MPSC system is further specialized using the framework provided by the Microsoft "Smart Client Architecture". This is based on the premise of handling all major processing and business steps on or as close to the client as possible. The diagram below illustrates the logical architecture of the MPSC Smart Client system. The second diagram shows the overall architecture of the system.

a. **MPSC LOGICAL ARCHITECTURE**



b. MPSC OVERALL ARCHITECTURE



5. HARDWARE PLAN

a. CLINIC HARDWARE NEEDS

Standardization of hardware has traditionally been considered a highly desirable feature of WIC system development projects. However, the thick or smart client design of this system makes hardware standardization less critical. It will be a requirement for the state and each local agency to use the same version of Windows and the same browser on all their PCs to assist in trouble shooting.

DHHS WIC has an installed base of PCs and laptops in their clinics of varying age and technical specifications. Even the most recently purchased equipment will be two or three years old by the time the new system is implemented. Additional PCs will need to be purchased to provide all staff with their own workstation during clinics. Many of the current PCs may not use the most current version of Windows, but any new PCs purchased in the next few years will come with the current version of Windows (7 or later) installed. Upgrading older PCs to the latest version of Windows can be problematic, and may not be financially feasible. DHHS WIC has reviewed their current PC inventory and determined that approximately 70% of existing PCs will need to be replaced. This will include a combination of desktop and laptop/notebook computers.

Remote access to the server and workstations using terminal services or other software will be required. Firewalls will also need to be monitored and configured remotely. The DHHS offices will require the ability to use remote asset management software as needed in support of the system. These requirements will be addressed in the Service Level Agreements (SLAs) established with the local agencies.

In order to ensure the same brand and model of PCs are purchased to support the system, DHHS will procure all needed equipment. The equipment will be purchased under the terms of an existing State of Nebraska contract. In addition, a set of minimum technical standards has been developed. Any PC connected to the new system must meet these minimum standards. For planning purposes, the standards listed below are used. However, given the historical trend in PC technology, it is likely that the agencies will be able to purchase hardware far exceeding these standards for the same or less money. It is likely the standards will be revised and upgraded closer to the time of implementation.

The minimum technical standard for a desktop workstation is:

- i. Processor - Intel® Core™ i3 2120 Processor (3.3GHz, 3M)
- ii. Operating System - Windows® 7 Professional
- iii. Memory - 2GB DDR3 SDRAM at 1333MHz

Minimum technical standard for a desktop workstation (cont.):

- i. Hard Drive - 250GB SATA
- ii. Video Card - Integrated Video, Intel® HD Graphics 2000 (1HDMI & 1 VGA)
- iii. Optical Drive - 8X Slimline DVD-ROM
- iv. Monitor

Telecommunications –

- i. Network Interface Card
- ii. Cable modem, or
- iii. Satellite modem

The minimum technical standard for a laptop workstation is:

- i. Processor - Intel® Core™ i3 (2330M)
- ii. Operating System - Windows® 7 Professional
- iii. Memory - 2GB DDR3 SDRAM at 1333Mhz
- iv. Hard Drive – 250GB
- v. Video Card - Intel® HD Graphics 3000
- vi. Optical Drive - DVD-ROM, DVD+/-RW

Telecommunications –

- i. Network Interface Card
- ii. Cable modem, or
- iii. Satellite modem

b. CLINICS WITH ADEQUATE TELECOMMUNICATIONS

On-line clinics will connect with the Internet through a high-speed “always on” connection. In multiple staff (i.e., multiple PC) clinics, the computers must be equipped with an Ethernet card to enable them to connect to a router and switch in a LAN environment. In these clinics, the Internet connection may run to the router rather than an individual PC. For permanent clinics, computers will use wired connections. For satellite clinics, a wireless LAN meeting at least the 102.11.g standard will be used for larger clinics requiring multiple staff. This will allow the added security that Wi-Fi protected access (WPA) provides.

c. CLINICS WITHOUT ADEQUATE TELECOMMUNICATIONS

It is DHHS’ intention to attempt to ensure all clinic sites are provided with adequate, high speed internet connections to support the web based system. It is possible that in some rural sites, cable or other direct line internet access may not be available. For these sites DHHS intends to use wireless internet air cards. Should any sites not be able to access the internet by any means, the system will support disconnected operations. However, should this occur, DHHS will explore potential alternatives sites to achieve connectivity at all clinic sites.

d. PRINTERS

Printers are needed in state offices primarily to print reports and letters. Printers are needed in clinics primarily to print FIs, reports, mailing labels, educational materials, and forms.

For FI printing, DHHS anticipates using the Source Technologies (Lexmark) MICR ST9620 or comparable in stationary clinics and the Source Technologies (Lexmark) MICR ST9612 or comparable for mobile sites.

e. SUMMARY OF CLINIC HARDWARE INVENTORY REQUIREMENTS

The following table summarizes the estimated number of desktop computers, laptop computers, MICR printers and other peripherals needed by each agency for all their clinics. Where staff travel to satellite clinics and the same laptop(s) are used for multiple clinics, this has been factored into the count. The table lists Dell equipment, however, comparable equipment from a different manufacturer may be purchased by the State.

Agency and Clinic Hardware

| Item | Brand & Model | Total Units |
|--------------------------------|-------------------------------------------------------------|--------------------|
| Desktop + Monitor | Dell Optiplex 390 or equivalent | 185 |
| 14" Laptop | Dell Latitude E6420 or equivalent | 82 |
| Compact Desktop Scanner | Canon imageFORMULA DR-2010C or equivalent | 65 |
| Networked Desktop Scanner | Kodak Scan Station 500 or equivalent | 2 |
| Signature Pad | Topaz SignatureGem LCD4x3 (T-LBK755SE-BHSB-R) or equivalent | 222 |
| MICR Printer - Stationary | Source Technologies (Lexmark) MICR ST9620 or equivalent | 44 |
| 3-yr Exchange Warranty | For MICR | 66 |
| 3-yr Next-Day On-site Warranty | For MICR | 7 |
| MICR Printer - Travel | Source Technologies (Lexmark) MICR ST9612 or equivalent | 29 |
| CERT Printer - Stationary | HP LaserJet P2035n or equivalent | 39 |
| CERT Printer - Travel | HP OfficeJet 100 or equivalent | 29 |

f. STATE OFFICE HARDWARE NEEDS

The hardware requirements of the DHHS WIC offices depend as much or more on the number of staff that simply need access to a PC as the number that need access to the state agency application on the central processor. DHHS WIC has a LAN in place and has access to the Internet. Speed of transmission and the bandwidth necessary to provide rapid speed is not as critical for DHHS WIC applications as it is for the clinic application, where response time affects service delivery to participants.

The existing, installed base of hardware in state level offices is technically sufficient to operate the state level application. It would be desirable to have DHHS WIC using the same operating system as the clinics, although not as critical as with the clinics. The plan for this project is to have DHHS WIC replace their state office hardware on their normal replacement cycle, with the goal of eventually having all equipment running on Windows 7 or some later version of Windows OS.

g. CENTRAL PROCESSOR HARDWARE NEEDS

WIC clinic systems must be totally reliable; if the system is not functional for any reason while the clinic is open, it prevents the delivery of services. In a centralized, on-line system, all of the clinics are dependent on the central processor. Consequently, the central processor site must be available during normal business hours. In addition, Nebraska spans two time zones, so the hours of availability must be expanded accordingly. Finally, some local

agencies conduct evening and Saturday clinics, so the system must also be available to meet this need. It is expected that the system will need to be available Monday through Saturday from 7:00 am to 9:00 pm Central Time. If available, there should be a SLA in place.

The central processor will use a "server farm". The technical specifications of the servers will be determined closer to the start of development. Those specifications may include using shared services from the OCIO including virtual infrastructure, SAN storage, and data backup.

In addition, there will be a Uninterruptable Power Supply (UPS) to provide continuous operation in the event of a power failure, a backup device (Tape, RAID, SAN, etc.), and telecommunications equipment, including a firewall. Where applicable, the UPS should have the ability for un-attended graceful shutdowns and restarts in the case of a total power failure.

h. HARDWARE MAINTENANCE

Dependent upon the option selected for hosting the system (e.g., state or contractor) DHHS may need to arrange hardware maintenance contracts, either through their hardware vendor or independently. Maintenance agreements will specify maximum response and repair times.

6. SOFTWARE PLAN

a. CLINIC AND STATE OFFICE OPERATING SYSTEMS AND BROWSERS

As referenced earlier, all local agencies will be expected to use the same version of Microsoft Windows (currently MS Windows 7) and the same version of browser (currently MS IE9; the State is evaluating migrating to IE10) initially. This will reduce the variables for trouble shooting problems. As local agencies and the operator become accustomed to the system, it is assumed that agencies will be able to upgrade their operating system and browser in accord with their own agency standards and policies.

For all of the clinics that operate online, which will be the vast majority if not all, no other system related software will be installed on the PCs. Some browser-based systems are designed to download small pieces of the application from the host to the browser in the form of Java applets or ActiveX components at the beginning of the day. There may also be scripting languages in the Web pages that run the application. These tools allow faster response time, because items such as the choices in dropdown menus are available locally. However, these pieces of file are temporary, used for that session only (a session may be an entire clinic day). They are automatically replaced by the system at the start of the next session. Consequently, they are not considered separate software items that need to be installed and maintained.

It is anticipated that local agencies will install office automation software (e.g., MS Office Suite) on their hardware as needed for producing letters and other materials. All equipment purchased for the new system will have the appropriate Office Suite pre-loaded.

b. CENTRAL PROCESSOR DATABASE AND APPLICATION LANGUAGES

The central processor will require relational database software for participant records, programming languages to provide the visual front end, and communications and marshaling software to manage traffic and data.

The MPSC system uses MS SQL Server as the database. Front ends and middleware objects have been written in .NET. The presumed operator of the system (either DHHS IS&T or a contractor) must have a basic level of technical competence with all of the software used. The IS&T is primarily a Microsoft shop (SQL Server) and currently operates several .NET systems.

c. COMMUNICATIONS SOFTWARE

Clinics may need software supplied by their Internet Service Provider (ISP) and/or their modem manufacturer to make the connection to the Internet. All other communications capability required to use the World Wide Web is built into the Windows operating system and the Web browser.

d. TECHNICAL DOCUMENTATION

Although the new DHHS WIC system will be based on a transfer of the MPSC system, some changes to system parameters will be necessary to meet the specific functional requirements of DHHS WIC. The changes will be determined in joint application design (JAD) sessions involving select members of DHHS WIC and local agency WIC staff, IS&T staff, the QA contractor, and the D&IC. In these sessions, which typically last a few weeks early in the project schedule, any functional changes to the transfer system will be agreed upon and recorded. Based on the results of these sessions, the D&IC will produce and submit a Detailed Functional Design Document (DFDD) for the DHHS WIC system. The DFDD will document all of the functional requirements for the system and will include any changes agreed upon during the JAD sessions. The contractor will also produce an updated DTDD, as needed.

e. BACKUP, RECOVERY, AND DATA SYNCHRONIZATION

i. ON-LINE CLINICS

For all clinics that operate on line, there is no data stored on the local systems, so there is no necessity for backup and recovery plans.

ii. OFF-LINE CLINICS

DHHS WIC does not intend to operate off-line clinics. However, should this be unavoidable, the following considerations will pertain. For any clinics that operate off-line, it is expected that they will download a copy of the clinic caseload from the central processor at the beginning of the clinic day and upload their transactions to the central processor at the end of each clinic day. The system currently has functionality to allow clinics to upload a file with a day's transactions to the central processor. The data synchronization functions are handled by the central processor.

The off-line clinics are expected to be small, with limited transaction volume each day. However, it is still recommended that data be periodically (e.g. every two hours) backed up to a RW CD, RW DVD, USB flash or other high capacity storage device during the day to prevent loss of data.

iii. STATE OFFICES

The DHHS WIC state office will access agency wide data for the state's agencies that is stored on the central processor. Staff may download working copies of some files for analysis in their office (e.g., financial management or caseload information), but the official version of the data will always reside on the central processor. Consequently, no formal backup and recovery processes are required for state offices.

iv. CENTRAL PROCESSOR

The central processor will have the only complete, up to date copy of the data for all WIC agencies. Consequently, it is critical that the central processor has comprehensive backup and recovery procedures built into its operation. This will include mirrored redundant hard drives, as well as removable disk back up.

f. DATA SHARING WITH EXISTING SYSTEMS

The DHHS WIC System will be a stand-alone system. It will not be designed initially to electronically interface with any other data systems. However, it will create certain data files to be exported for use by other systems. At a minimum, it will have functionality to produce the following files:

- i. Data for the biennial FNS Participant and Program Characteristics (PC) reports.
- ii. Data for the Integrity Profile (TIP) reports.
- iii. Data for dual participation checking with other state WIC Programs.
- iv. An FI issuance file, a file of authorized retailers, listing of vendor peer group assignments, and Not to Exceed amounts for FI types by peer group for the financial intermediary (bank) that handles the WIC account.

In addition, the system will receive files from external entities, including the following:

- i. FI/EBT Redemption File
- ii. Dual Participation Files

7. TELECOMMUNICATIONS PLAN

Ensuring adequate and reliable telecommunications between the central processor, the state agency, and each of the local agencies and clinics will be a key element in the successful implementation and operation of the DHHS WIC system. For some agencies, the telecommunications network will require both installation of new high speed data lines and contracting with an ISP.

Preliminary surveys are being conducted with each local agency to determine the present state of their telecommunications capability. From this, cost estimates for upgrading networks and for ongoing operations cost can be developed for planning purposes. As the development phase of the project begins, more thorough, on-site surveys will be conducted prior to installing the new networks. Telecommunications is a rapidly developing industry. The options available by the time the system is ready for implementation may be different from the options available today. The key in planning for this system will be to make final decisions on telecommunications upgrades late enough in the project to ensure the most current and cost efficient technology, while also ensuring that upgrades are completed in time to avoid delaying the project.

a. COMMUNICATIONS OPTIONS

A key consideration in selecting an ISP is whether they have local TCP/IP addresses for each clinic location, and another is how much bandwidth is accessible through their broadband service. Broadband access is a much more viable solution in a .NET environment than phone dial-up access.

Broadband is a transmission facility having a bandwidth sufficient to carry multiple voice, video or data channels simultaneously. Each channel occupies (is modulated to) a different frequency bandwidth on the transmission medium and is demodulated to its original frequency at the receiving end. Channels are separated by "guardbands" (empty spaces) to ensure that each channel will not interfere with its neighboring channels. This technique is used to provide many CAT V channels on one coaxial cable. 10Broad36 is the only broadband Ethernet media type. The different modes of transport are ADSL, DSL and HDSL with ADSL (Asynchronous Digital Subscriber Line) being the most prevalent in use by ISPs.

Larger clinics with more staff using the system concurrently create more data traffic over the communication line. The capacity to handle more data and provide faster response times is known as bandwidth. Clinics that need high bandwidth connections (also referred to as broadband) have a variety of options ranging from DSL lines, to T-1 lines, to cable and satellite services.

DSL lines are provided through the phone company, but are not yet available everywhere. In addition, the location using it must be within a specified distance from the host. Cable Internet service is available through the companies that provide cable TV service. Depending on the company, it may be purchased by itself, or it may come "packaged" with TV service. T-1 lines provide the greatest bandwidth and therefore the fastest response time of any landlines. However, they are also the most expensive, and are not necessary for any but the largest WIC clinics.

The other alternative to installing landlines is the use of satellites. The satellite providers offer high speed, wide area Internet service using satellite uplinks. Signals are relayed to a small dish that is mounted on the exterior of the clinic facility and pointed at the southern sky. The signal is carried from the dish into the facility by wire. Data is triple-encrypted during transmission, to provide a level of security at least as great as that provided by landlines. This encryption is based on the Data Encryption Standard –3 (DES-3) encryption algorithm. Even though the satellite service doesn't use wires, the location of the dish must be fixed; it cannot be moved around to part time clinic locations. When it is first installed, it is configured by the company for that location.

For portable satellite clinics that can not install a permanent dish, the final alternative is use of an aircard. An aircard is a high speed wireless broadband card that gives users mobile Internet access on their laptops, using their cellular data service. Aircard modems come in USB, PCMCIA and ExpressCard versions. To use an aircard, clinics will need a data plan with a wireless provider. Mobile broadband plans typically are around \$60/month. While slower than a direct communication line, aircards have been demonstrated to be a viable solution for small satellite WIC clinics.

Any of the broadband services can be connected to a router and switch that makes the service available to all of the computers connected to the router. Broadband connections are usually “always on,” as compared to dial-up connections. That is, any time the computer is on and the browser is open, the system is connected to the host. This makes it imperative that there is a secured hardware firewall (NAT, encryption, etc.) in place to secure both the network and data from outside intrusion.

The other aspect of communications that must be considered with a Web-based system is that some telecommunications lines are asymmetrical. Traditionally, most web sites were designed to download more data than they upload. In some communications lines, more bandwidth is available for downloading than uploading. Consequently, the upload process tends to be slower. In a WIC application, there is considerable information going both directions. Consequently, clinics may need to use the types of lines that are less asymmetrical or provide for somewhat greater capacity than they would otherwise require.

b. BANDWIDTH

As described above, adequate bandwidth is a function of the number of concurrent users in a given clinic or local agency. Below are three levels of clinics and corresponding bandwidth requirements:

- i. Small clinics - One to three users; cable or wireless internet air card
- ii. Medium size clinics – Four to seven users; ISDN, DSL, or cable
- iii. Large size clinics – Eight or more users; DSL or T-1 service.

Since the functionality of all the current generation of WIC systems is similar, it is reasonable to assume for planning purposes that the standards established by the developer cited above would be appropriate for the DHHS WIC system, too.

An additional consideration in the telecommunications infrastructure involves the administrative structure of the local agencies. In some cases a local agency and clinic are co-located. In others local agencies may “parent” several clinics under their administrative structure. However, with the Web-based solution this data roll-up may occur at the central processor and need not be addressed in the telecommunications plan.

c. DATA QUALITY AND TRANSMISSION STANDARDS

The functions to ensure data quality and successful transmission will reside at the central processor site, rather than in the clinics.

d. STATE OFFICES

As with the clinics, the number of DHHS WIC office users attempting to access the central processor concurrently affects the required bandwidth. However, unlike clinics, DHHS WIC office use of the system is determined by the workload associated with each agency. Consequently, it is neither practical nor necessary to identify specific bandwidth requirements based on the number of staff. All DHHS WIC staff currently have access to the Internet from their DHHS offices. The type of connection was established based on current needs, such

as providing email capability. These same connections should be adequate for using the state office component of the MPSC system.

e. STATE AGENCY CENTRAL PROCESSOR SITES

i. BANDWIDTH

The central processor site requires a high bandwidth, high capacity connection with the backbone of the Internet, such as more than one T-1 line. It is estimated that DHHS WIC will need 3 or more T1 lines to handle their case load. The processing center will already have such connections. The capacity of the current networks must be evaluated to determine whether sufficient excess capacity is available, or whether additional lines must be added.

DHHS WIC supports 13 local agencies and 110 clinics serving 43,000 participants per month. Peak volume of transactions on any given day is measured by the number of participant records accessed. Peak volume of participant records for DHHS WIC is likely to be approximately 3,000 records per day, 375 records per hour. This is about 6 records per minute. This information, along with other system details (e.g., average record size and whether entire records are sent over the network or just screen updates) and current excess capacity of the network will be assessed once the system is finalized to determine whether any additional capacity must be acquired.

ii. DATA QUALITY AND TRANSMISSION STANDARDS

The communications software on the central processor will contain error detection and correction algorithms to prevent erroneous data from being added to the database. In addition, the server operating system software will include the capability of monitoring many operational variables, such as server capacity utilization and data input/throughput speeds, and automatically or manually adjusting data routing to different servers to optimize system performance.

E. BUSINESS REQUIREMENTS

The bidder must have a varied skill set and demonstrated capability or experience working with governmental, financial or health care information system projects. Understanding of WIC MIS and regulations is essential, including knowledge of WIC Program and Federal regulatory and policy requirements addressing administration, reporting, management, and service delivery. The bidder must have a track record of involvement in successful on-time, on-budget delivery of projects. In particular the bidder should have experience in the development and implementation of WIC systems.

F. SCOPE OF WORK

1. PROJECT PHASING

The Nebraska WIC system project will consist of nine (9) phases. These phases are:

- a.** Project Initiation, Planning, and Management
- b.** System Design
- c.** System Development and Testing
- d.** User Acceptance Test (UAT)

- e. Pilot Test
- f. Data Conversion and Rollout
- g. Operation and Maintenance and Initial Warranty Period
- h. Project Closure and Transition
- i. Extended Warranty and Operations Period Options

As part of their response to this RFP, bidders must provide detailed descriptions of all planned activities and timeframes in their Task Plan. The table below provides a preliminary project management and task plan for the D&IC. The tasks summarized in the table are detailed by subtask in the Project Task Plan section following the table. The section following the Task Plan contains a list of required project deliverables related to the Task Plan. A software development Gantt chart that lays out a preliminary schedule for the tasks and subtasks is shown at the end of this section of the RFP.

Bidders must propose a Project Work Plan that meets or exceeds the requirements and schedule described below. Bidders must include a detailed schedule of proposed work, including Gantt charts illustrating project milestones, dates, or timeframes for contract deliverables, and dates or timeframes for review of deliverables by DHHS.

The bidder must acknowledge the goal of an incremental but rapid rollout of the system to the DHHS WIC agencies and commit to assisting them in accomplishing that goal.

2. **D&IC PROJECT ACTIVITIES**

The following table contains a preliminary project management and task plan for the D&IC based on the transfer and changes to system parameters of the MPSC system. Bidders must acknowledge this plan in their proposals or provide an alternate but comparable plan.

a. **PRELIMINARY D&IC PROJECT MANAGEMENT AND TASK PLAN**

- i. **TASK 1 - Project Initiation, Planning and Management**
 - 1.1. Project Initiation Meeting and Memorandum
 - 1.2. System Transfer, Parameters Changes, and Testing Plan
 - 1.3. Final Work Plan and Schedule
 - 1.4. Project Status Reporting
- ii. **TASK 2 - System Design**
 - 2.1 System Orientation Training
 - 2.2. System Design Sessions
 - 2.3. Updated Detailed Functional Design Document (DFDD)
 - 2.4. Updated Detailed Technical Specifications Document (DTSD)
 - 2.5. Implementation, Conversion, Training, and Security Plans
- iii. **TASK 3 - System Transfer, Parameter Changes, and Technical Testing**
 - 3.1. System Transfer Initiation Meeting and Memorandum
 - 3.2. System Transfer, Parameter Changes, and Technical Testing
 - 3.3 Operational Planning, Documentation, and Training Materials

- iv. **TASK 4 - User Acceptance Test (UAT)**
 - 4.1. System Installation
 - 4.2. System Operations Support and Training
 - 4.3. Support UAT and System Revision
 - 4.4 Assessment of DHHS Disaster Recovery Procedures

- v. **TASK 5 - Pilot Test**
 - 5.1. System Pilot Test Initiation Meeting and Memorandum
 - 5.2. Help Desk Training
 - 5.3. Pilot Agency (State Office and Clinic) Training – Pilot
 - 5.4. Data Conversion
 - 5.5. System Pilot Test
 - 5.6. Evaluate Pilot, Modify and Retest System

- vi. **TASK 6 - Rollout**
 - 6.1. System Rollout Initiation Meeting and Memorandum
 - 6.2. User Training, Conversion, and Implementation
 - 6.3. Post Implementation Assessment and Problem Resolution
 - 6.4. System Documentation Update

- vii. **TASK 7 - Operation and Maintenance and Initial Warranty Period**
 - 7.1. System Operation and Maintenance
 - 7.2. Nebraska Operation and Maintenance Staff Training and Mentoring
 - 7.3. One Year Warranty Period with provision for warranty extensions.
See Task 9
 - 7.4. System Problem Reporting
 - 7.5. System Remedy

- viii. **TASK 8 - Project Closure and Transition**
 - 8.1. Final System Documentation, Forms, Source Code, Data, and Other Materials
 - 8.2. Contract Closure

- ix. **TASK 9 - Extended Warranty and Operation Period Options**
 - 9.1. Options to Extend Warranty Period
 - 9.2. Options for System Enhancements or Modifications
 - 9.3 Options to Operate and Maintain System

3. PROJECT TASK PLAN

DHHS has developed the following task plan to accomplish the Project objectives. Bidders must provide a detailed explanation of how the following tasks will be accomplished inclusive of staffing for each task and subtask.

a. TASK 1 - PROJECT INITIATION, PLANNING, AND MANAGEMENT

The D&IC must provide for the conduct of a Project initiation meeting, prepare the plans that will guide and track the Project's progress, and initiate Project status reporting.

The following subtasks have been identified as required for this task effort:

i. Subtask 1.1. Project Initiation Meeting and Memorandum

The D&IC must convene an initiation meeting at the DHHS WIC office. The D&IC Project Manager and other key D&IC staff as deemed necessary by the SC, plus the QA contractor, must attend the meeting. The purpose of the meeting will be to review the D&IC project plan, schedule, and deliverables, and discuss the management of change orders. Within five (5) working days of the meeting the D&IC must deliver a technical memorandum documenting all agreements, understandings, and contingencies arising from the Project initiation meeting.

ii. Subtask 1.2. System Transfer, Parameter Changes, and Testing Plan

The D&IC must deliver a comprehensive system transfer and parameter changes plan, describing in detail their approach to the transfer, parameter changes, and implementation of the DHHS WIC system. The plan must include a description of the structured system life cycle development methodology to be employed throughout the project. Subjects to be covered include: the system transfer and parameter change process; the methods for maintaining requirements traceability throughout the development process; types and conduct of test activities; and the change control and configuration management processes. The D&IC is required to utilize automated configuration management and version control tools. The plan must include a discussion of the D&IC's approach to quality control, dispute resolution, and security.

In addition, the D&IC must provide a disaster recovery and back-up plan, 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. This is not to be confused with the review of the Nebraska Disaster Recovery Plan, which is discussed in Task 4, below.

iii. Subtask 1.3. Final Work Plan and Schedule

The D&IC must deliver a master work plan including Gantt charts and a project calendar in Microsoft Project, Adobe Acrobat, and printed copy. The master work plan must reflect any changes from the plan submitted with the D&IC's proposal that were discussed and agreed to during the Project initiation meeting. The work plan must be maintained throughout the life of the project and must be updated as necessary to reflect the

accurate status of the Project. For example, the dates of the parameter changes and testing tasks will be known accurately only when the system design phase is completed, so the work plan must be updated at that point. The plan must also be updated as needed when tasks are completed. The D&IC's Final Work Plan and Schedule will be combined by the QA contractor with the QA Master Work Plan to generate an Integrated Master Schedule (IMS) for the DHHS WIC system transfer, parameter changes, and implementation project effort.

iv. Subtask 1.4. Project Status Reporting

The D&IC must prepare and submit detailed monthly reports on overall Project status, work accomplished in the reporting period, objectives for the next reporting period, client responsibilities for the next period, decision/information requests outstanding, problems and warnings, and schedule and budget issues. The status reports must incorporate and provide regular updates to the Final Work Plan and Schedule as necessary. During some periods of intense activity (e.g., rollout) it may be necessary to provide status reports more frequently, but no more than weekly. The D&IC will also participate in biweekly SC status meetings via conference call. The meetings will be hosted by BCA.

b. TASK 2 - SYSTEM DESIGN

In this task the D&IC leads and facilitates the conduct of system design sessions, updates the system functional and technical documentation, and prepares the detailed plans for system implementation, data conversion, user training, and maintenance of system security. This project task ends with DHHS' formal acceptance of the D&IC's plans and design documentation.

The following subtasks have been identified as required for this task effort:

i. Subtask 2.1 System Orientation Training

It is Nebraska's intention to begin early in the Project to develop a team of state and local agency "super users" who will be utilized to assist the D&IC in the conduct of the training and will provide support to the local agencies as they go live with the new MIS. These super users will be drawn from DHHS and local agency staff who have already participated in the design sessions leading to the development of the Nebraska FReD. To initiate the development of the super user group, the D&IC must conduct a System Orientation Training for the group prior to initiation of detailed design sessions. This training must mimic the training to be provided to users for future activities including UAT, Pilot and Rollout. The super users will then be able to approach the detailed design of the system with an understanding of the transfer system functionality and operation. The training will be held in a central location and consist of one full week training session for all designated super user staff.

ii. Subtask 2.2. System Design Sessions

To develop a detailed design of the parameter changes, the D&IC must conduct JAD sessions for the definition of the required new system functionality. The session must include a review of all system functionality by area, but will focus on the desired parameter changes.

These meetings must be held with the QA contractor and appropriate staff from DHHS and its local agencies, as selected by the SC. Primary contributors to the design sessions are expected to be the members of the established Project Advisory Committee. The purpose of the system review/JAD sessions will be to conduct a review of the existing system utilizing both the application and system documentation and confirm the details of requested parameter changes or enhancements (if approved by the MPSC UG) for the new WIC system, including screens, processing, and outputs of each functional area of the system (e.g., certification or vendor management). The D&IC must utilize the FReD for the MPSC system as the baseline for review and definition of system functionality. The design sessions must be conducted early enough in the project process to ensure incorporation of all decisions made during the reviews into the DFDD.

DHHS has provided for two weeks of design sessions early in the Project effort. However, given the scope of the desired parameter changes, the D&IC must provide for sufficient design sessions to address the need. It is expected that the design sessions will be conducted by functional area of the system (e.g., clinic services, appointment scheduling, vendor management, etc.). Should there be no system modifications in any system functional areas, these sessions will consist solely of a review of the system functionality in that area. The D&IC must review the desired system parameter changes and determine if in their opinion the two week time frame is sufficient to the need. Should they determine additional design sessions are required these should be explained and proposed in their proposed Project schedule.

iii. Subtask 2.3. Updated DFDD

Following completion of the design sessions, the D&IC must deliver an updated MPSC DFDD which comprehensively describes the functional requirements of the system and highlights the new design specifications added to the document to describe the DHHS WIC parameter changes. This deliverable is to be presented in the form of a draft version for review and a final version for approval. The draft submission must be accompanied by a formal walk-through of the revisions to the document with designated DHHS WIC staff and the QA contractor and an appropriate review period (i.e., twenty (20) working days for the draft and ten (10) working days for the final). The review period must be extended if the level of parameter changes and enhancements (if approved by the MPSC UG) to the system requested by DHHS WIC are numerous.

As part of the DFDD, the D&IC must prepare a requirements traceability matrix that relates each requirement in the Nebraska FReD to the section(s) in the DFDD where the requirement is addressed. This matrix must be maintained by the D&IC throughout the course of the project and must identify where each original requirement is realized in the final application.

The updated DFDD, once formally accepted by DHHS, must be kept current and maintained in accordance with configuration management

standards throughout the life of the contract. Approval of the DFDD will be required before system development activities in Task 3 may begin.

iv. Subtask 2.4. Updated DTSD

The D&IC must deliver to DHHS an updated DTSD(s), reflecting the final requirements for system configuration and operation. This document describes all internal specifications of the MPSC system in detail. This deliverable is to be presented as a draft version for review and a final version for approval. The draft must be accompanied by a formal walk-through of the revisions to the document with designated DHHS WIC staff and the QA contractor and an appropriate review period (i.e., twenty (20) working days for the draft and ten (10) working days for the final). The review period must be extended if the number of parameter changes and enhancements (if approved by the MPSC UG) to the system requested by DHHS WIC is high.

Subtask 2.4 also includes a requirement for the D&IC to conduct a technical specification workgroup session. This meeting will be held with appropriate DHHS project management and technical staff and the QA contractor to ensure that the appropriate staff understands the presentation and organization of the technical specification documents prior to reviewing them.

The final DTSD, once formally approved by DHHS, will, together with the approved DFDD, constitute the complete system definition for the new WIC system. The DFDD and the DTSD together will constitute the agreement between DHHS and the D&IC regarding the functionality and operation of the new system. Final approval of the DTSD will be required before the beginning of system development. The two documents will be the documentation used by the D&IC during system development, and will be the basis for the development of the UAT.

v. Subtask 2.5. Implementation, Conversion, Training, and Security Plans

The D&IC must deliver a series of written plans for the conduct of the remaining aspects of system implementation. The plans will detail the contractor's approach to system implementation, data conversion, training, and security.

The plans must include, in Gantt format, the portion of the overall project schedule (brought up to date as of submission of the deliverable) that includes all tasks subsequent to system development by the D&IC, including contractor milestones and DHHS tasks (e.g., developing new policies and procedures) and checkpoints. Alternatively, the deliverable may refer to the overall project schedule if all tasks are included and the overall schedule is up to date. They should include a detailed description of each task within the four areas (implementation, conversion, training, and security). The plans should encompass the contractor's approach for the following 1) a draft DHHS WIC implementation schedule, 2) conversion and testing of converted data, 3) state office, clinic and operations staff training, and 4) how security will

be maintained in the new WIC system. In addition, the following at a minimum must be included specifically for each area:

Implementation: The Implementation Plan must include a schedule and updated Gantt Chart and associated milestones for all implementation activities, inclusive of Pilot and Rollout. All DHHS tasks and activities must be clearly identified including infrastructure, communications upgrades, policy and procedure revisions, identification and procurement of training sites, and any other necessary State tasks to support system implementation. The Implementation Plan must specify necessary D&IC personnel assigned to the implementation tasks. Detailed activity plans must be provided for system installation at the central site, DHHS offices, and clinics. The system installation plans must include detailed task lists for system set-up at each site and include specified testing of each installation to ensure they are functioning correctly. The Implementation Plan must also provide reference to and any necessary update to the Conversion Plan to ensure the successful population of the system with data converted from the legacy system.

Conversion: The Conversion Plan must provide a field-by-field mapping (including how the values will be converted) from DHHS WIC's legacy system to the new system, including the following:

- a) Any assumptions or proposed calculations involved in the conversion;
- b) Default values for required fields that do not exist in the legacy system or a method to allow for missing data until all participants are on the new system;
- c) Methods for handling anomalies in the data between the systems (data elements with incompatible length and/or type between the systems, or data elements with stricter edit requirements in the new system that fail those edits in the old); and,
- d) How data elements that have been assigned default values by the automated conversion procedures will be populated with actual data once automated conversion is complete for a site.

The Conversion Plan must also detail any data "clean up" procedures in the individual agencies that can effectively improve the conversion effort. It must take into account possible exceptions to full conversion of the databases. It will also detail exception reports that will be produced by the conversion programs and provide for a fully auditable conversion of data files. The Conversion Plan must comprehensively address all DHHS WIC data, inclusive of vendor, financial, schedule, clinic, and client data in the legacy and describe how each type of data will be converted. Justification must be provided for any existing data that may not be converted for use in the new system.

Training: The Training Plan must describe the types of training and the audiences for each, provide a description of training materials, provide a description of training methodology, include a detailed list of topics to be covered for each type of training, and describe the methodology for evaluation of training effectiveness. The types of training must include,

at a minimum, clinic user, state office user, central system operator, and “train the trainer” training. Changes to WIC policies and procedures must be incorporated into state and local user training by consultation with DHHS WIC staff. The Training Plan must indicate the overall training schedule including number of days and preliminary agendas for the training. It must provide an overview of tools and materials to be employed in the training including workbooks, handouts, evaluative materials, and a training system if employed. The Training Plan must identify the proposed training staff. The clinic user training should include a module on how to set up a satellite clinic if this configuration is required.

Security: The Security Plan must include processes and procedures for maintaining hardware, software, and data safety and integrity during all phases of implementation and operation. The Security Plan must include a process for ongoing security assessments and reviews. Processes and procedures for preventing access to data by unauthorized persons must be described. Data encryption standards and public key/private key access controls must be described in detail.

c. TASK 3 - SYSTEM TRANSFER, PARAMETER CHANGES, AND TECHNICAL TESTING

In this task the D&IC must conduct the system development and comprehensive technical testing of the parameter changes to the application. The D&IC may not initiate this activity until DHHS has formally accepted the system functional and technical design documents. This project task ends with a D&IC demonstration of error-free system operation and system certification of readiness for UAT. The parameter changes must include “re-branding” of the system, inclusive of all screens, reports, and outputs, to reference and reflect DHHS WIC.

The following subtasks have been identified as required for this task effort:

- i. Subtask 3.1. System Transfer Initiation Meeting and Memorandum**
Upon approval of the system design documentation, the D&IC is to convene a development and testing phase initiation meeting to be attended by designated DHHS staff and the QA contractor. The meeting will serve as a venue for the D&IC to review their plans and schedule for system development and testing and highlight DHHS and QA activities during the project phase. Prior to the meeting, the D&IC is to prepare and present a Development and Technical Testing Plan, which will serve as the basis for the meeting presentation. Within five (5) working days of the meeting the D&IC is to provide a technical memorandum documenting all agreements, understandings, and contingencies resulting from the system transfer initiation meeting.
- ii. Subtask 3.2. System Transfer, Parameter Changes, and Technical Testing**
This subtask includes the development and testing of the major D&IC deliverable, the MPSC WIC system. Once the D&IC’s development and internal testing is finished, the contractor will formally advise DHHS that the system is ready for UAT. The system will be ready for UAT only after

the D&IC has performed a thorough system qualification test of all system functionality, and that test has recorded zero errors. This includes the conversion routines for converting records from the legacy system, as this system functionality will also be tested during the UAT. The D&IC is responsible for generating the test data and test cases to be used for its own system qualification test.

The D&IC must develop the new WIC system using a structured system life cycle development methodology that includes the following types of test activities:

a) Unit/Module Test

This type of test is used to validate that an individual program module or script functions correctly. It validates the module's logic, adherence to functional requirements and adherence to technical specifications. Each unit/module test must execute every source statement and each conditional branch in the module. Unit/module tests are usually conducted by the programmer who writes the module. Test results are recorded in the software development folder for that module. Unit/module tests must be conducted for any system module that has been modified.

b) Subsystem Integration Test

This type of test examines subsystems that are made up of integrated groupings of software modules. Subsystem integration testing must be conducted in the development environment. It is the first level of testing where problem reports are generated, classified by severity, and the resolution monitored and reported. Subsystem integration testing may need to be run several times for each subsystem and is only complete when it can be run with zero errors. Subsystem integration testing must be conducted for any subsystem that has been modified.

c) System Qualification Test

This test, which should be conducted by an independent test group within the D&IC's organization, tests the entire system when coding and testing of all system modules and subsystems has been completed. It determines whether the system complies with standards and satisfies functional, technical, and operational requirements. The goal of testing is to confirm that both individual system modules and the entire system perform in accordance with the functional requirements and technical specifications. During this test period, system documents and training manuals must also be tested for accuracy, validity, completeness and usability. During this test, the software performance, response time, and ability of the system to operate under stressed conditions and maximum load must also be tested by the D&IC. External system interfaces must also be tested. The ability of the system to correctly process data converted from legacy systems must be tested. All findings must be documented during the test and compiled in a system qualification test

analysis report prepared by the D&IC for delivery to DHHS. Like the subsystem integration test, this test may need to be run several times, and is only complete when it can be run with zero errors.

d) Regression Testing

Regression testing must re-test a system component (unit, module, or subsystem) following any modification to verify that the problem was corrected without adverse side effects and to ensure the component still complies with its requirements. Regression testing also refers to rerunning the entire system qualification test after errors have been corrected to ensure that unanticipated errors have not been introduced elsewhere in the system by the error correction activity.

e) Readiness Certification

Once the D&IC is satisfied that the system meets the functional requirements and technical specifications, the contractor must provide DHHS with a written certification that the system is ready for UAT. This certification must not be delivered until the system has passed all tests and there are no known errors.

In order to demonstrate the system readiness for UAT, the D&IC must perform a key function system walkthrough with the DHHS Project Coordinator and other agency staff. In this demonstration, the system must perform the following functions, at a minimum, with zero errors:

- 1) Establish clinic calendar, schedule various types of WIC appointments, mark appointments as kept or missed, demonstrate appointment lookups and changes, and produce appointment related reports;
- 2) Create security/user roles;
- 3) Perform certification (including assigning automated risk factors and appropriate category);
- 4) Issue FIs and EBT benefits;
- 5) Transfer between clinics;
- 6) Upload/download clinic files to and from a laptop computer;
- 7) Authorize a new vendor;
- 8) Redeem FIs;
- 9) End-of-day/month processing;
- 10) System administration;
- 11) Print Participation, Schedule, Vendor, and Financial Reports;
- 12) Print FI Reconciliation Report; and,
- 13) Demonstrate system response times in adherence with RFP requirements.

If there are any errors (other than cosmetic errors) during the demonstration, the UAT will not proceed.

f) Periodic Reviews

During the System Development and Technical Testing subtask, the D&IC must schedule periodic reviews for DHHS. The purpose of these reviews is to measure overall progress, status and work products (screens, reports, etc.), and allow DHHS to see the product of system parameter changes prior to the submission of the system for UAT. These reviews must provide an opportunity to clarify and correct any parameter changes made to the system that does not correctly address the intended functional performance. Given this requirement, it is in the D&IC's best interests to provide prototype reviews and demonstrations for each system change as they become available.

iii. Subtask 3.3. Operational Planning, Documentation, and Training Materials

The D&IC must prepare and submit comprehensive User Training materials (Deliverable 11) for all levels of system training: state agency, local agency, clinic, Help Desk (Deliverable 12), and data center operations. The materials must be provided in sufficient quantities to provide any hard copy materials to all WIC, Help Desk and operations staff being trained. The D&IC must also submit an updated System Operations Plan and Manual that describes all required systems operational activities and provides guidance on system maintenance and enhancement practices, tools, and approaches (Deliverable 13). The D&IC must also provide any additional documentation, such as equipment manuals and commercial off the shelf (COTS) applications user manuals at this time. The D&IC must provide or specify an automated application for management, operations, recording, tracking, and remedy of Help Desk inquiries.

These deliverables must be submitted in draft form for review by DHHS Project staff. Final products must be submitted within one week of receipt of DHHS's comments. Final products must be submitted in appropriate quantities for training, implementation, and system operation purposes.

d. TASK 4 - USER ACCEPTANCE TEST (UAT)

In this task the D&IC must facilitate and support the conduct of UAT and remedy all errors identified during testing. The task includes a requirement for the D&IC to provide on-site support for the duration of UAT. The UAT will be supported by a Test Plan and Test Script that will be provided by a QA contractor. The Test Script will be based on the modified design documents and will be specific to the system version providing any DHHS WIC parameter changes. It is anticipated that there will be two rounds of UAT. An initial round will conduct and complete all tests in the Test Script. Following this round the D&IC must remedy all defects identified and provide a new software release for regression testing. The QA contractor will revise any test procedures as needed to reflect any system changes necessitated by defect remedy. When these tasks are completed a second round of UAT will be conducted to verify that all defects have been successfully remedied. In the event this is not the case, or if new

defects are identified, the remedy, revision, and re-test process will be repeated until all tests may be completed successfully without significant error.

The following subtasks have been identified as required for this task effort:

i. Subtask 4.1. System Installation

Upon completion of system development and testing and achievement of certification of readiness for UAT, the D&IC must prepare and install the central processor and necessary servers and install all necessary hardware and software for the test platform. This may include coordinating installation with IS&T staff and integrating the server into existing environments if needed (e.g. Active Directory, Nebraska Directory Services, firewalls).

Should the DHHS elect to operate the system, the D&IC must install the system on DHHS' servers. In the event DHHS elects contracting for hosting system operations, the D&IC must install the system at the agreed upon operations site. The system installation must include an operational system and a test bed system. Upon completion of system installation, the D&IC must conduct an operations test to verify that the system is correctly functioning. The system installation must be conducted sufficiently in advance of the initiation of UAT to ensure system availability for the scheduled testing.

ii. Subtask 4.2. System Operations Support and Training

During UAT and Pilot, the D&IC must be responsible for the operation of the central processor application. During this period, the D&IC must ensure that the central processor application provides all functionality and processing required to fully support DHHS WIC and its local agencies. Following UAT and Pilot, DHHS may elect to exercise any or all of the operations and maintenance options included in the contract, or alternatively, may elect to operate and maintain the system in house. If DHHS elects to operate and maintain the system in house, during this time the D&IC must begin training and mentoring of the state operations staff. In addition, support to DHHS in implementing the Help Desk is required. Finally, during this period the D&IC will also provide an assessment of DHHS' disaster recovery procedures.

For this subtask to be successful, the central processor application must, at a minimum, provide the following services:

- a) Provide on-line access to the functionality in the state agency and clinic applications for operations, analysis, and the generation of reports.
- b) Provide all file maintenance, including backups, archiving of data, and maintenance of database synchronization between system modules on a daily basis.
- c) Assure all data communications between the central processor, the local agencies and their clinics, and the DHHS WIC office.
- d) Provide extensive disaster recovery procedures to ensure meeting system availability requirements.

- e) Provide the software and support required to exchange data with other State and Federal programs electronically. This electronic data exchange will be for the purpose of meeting the requirements of the financial transactions with the banking services contractor and the USDA/FNS minimum data set and TIP report. Other data exchange with selected border states and tribal agencies' WIC Programs is required to facilitate cross program data analyses such as dual participation.
- f) Provide all system enrollment, reconciliation, expenditures, vendor, and other required reports in the media required and according to the agreed upon schedule.

The D&IC will maintain responsibility for system operations at least until Pilot is complete. Therefore, if DHHS has not elected to exercise an option for on-going hosting, operations, and maintenance from the D&IC, the D&IC will provide operations on-site at the DHHS offices (or justify remote operations) throughout the UAT and pilot.

iii. **Subtask 4.3. Support UAT and System Revision**

Assuming that the key function walkthrough has been completed with no errors, the system must be made available to DHHS WIC, who will conduct a formal UAT of the modified WIC system. DHHS and local agency staff will participate in the UAT, using a script provided by the QA contractor. While DHHS intends to subject the entire system to UAT, the intent is for testing to focus on those modules and subsystems that have been affected by system parameter changes, inclusive of functions that receive or pass data to modified functions. Although testing may be scaled back dependent on the extent of the parameter changes, DHHS still intends end-to-end testing of the system prior to acceptance for Pilot. All system operations will be accessed and exercised. Prior to UAT, the D&IC must provide comprehensive system training to the end users that will conduct the UAT. Additionally, D&IC staff must be available on-site (for the duration of testing) and in their development facilities for consultation and problem resolution during the test. The D&IC must convert data from the legacy system as required and provide systems training to the UAT team.

The system, as delivered by the D&IC for UAT, is expected to have relatively few errors. It is assumed that the UAT can be completed in two rounds—one to uncover any errors, and a second to verify that any errors identified have been fixed and that no new errors have been introduced. This requires that the D&IC not only fix the errors identified in round one, but also run the resulting system through their system qualification test prior to delivering it for the second round of UAT. The period of UAT will be ten (10) weeks in duration, providing the above assumptions are satisfied. In any case, the D&IC must make all required corrections and revisions to the system resulting from the acceptance testing process. System re-testing must be conducted as required. UAT will not be considered complete until all tests may be completed without significant error. If at any time during the UAT, the percent of test procedures failed exceeds 20% (excluding cosmetic errors), the UAT will be halted, and the system returned to the D&IC for correction.

The D&IC must provide an application for the capture, reporting, and tracking of errors identified during UAT. The application may be a COTS product or a custom application provided by the developer. The reporting and tracking application must provide for the following data elements at a minimum:

- a) Test procedure name and number;
- b) System module under testing;
- c) Test round;
- d) Test date;
- e) Error description;
- f) Error severity;
- g) Tester name;
- h) State Agency or Clinic identification;
- i) Error attachments (screen shots, reports);
- j) D&IC initial analysis and response;
- k) Work order number;
- l) Fix date;
- m) Regression test date;
- n) Test Director sign-off; and,
- o) Error closure date.

If at any time during the UAT, the percent of test procedures failed exceeds 20% (excluding cosmetic errors), the UAT will be halted, and the system returned to the D&IC for correction.

During UAT, the user manuals and on-line help will also be evaluated. The UAT procedures will instruct the testers to reference the user manuals or on-line help for directions regarding how to perform the required actions. Any inadequacies in the manuals must be corrected prior to final acceptance of those documents by DHHS.

In addition, during UAT the interface with the banking services contractor will be tested. The application must support the generation and transfer of necessary files to the banking services contractor for authorized vendors, vendor peer groups, FI types and not-to-exceed values, and issuance data. The application must then accept and process transaction data received in return from the banking services contractor inclusive of payment and rejection data.

The UAT will not be considered complete until the system is capable of successfully processing the operations of all the UAT test procedures without significant (other than cosmetic) error or failure. After successful completion of the acceptance test, the D&IC will provide DHHS with a formal assessment of the system's readiness for pilot implementation. The UAT is completed with DHHS' formal acceptance of the system for pilot testing.

iv. **Subtask 4.4. Assessment of DHHS Disaster Recovery Procedures/Disaster Plan**

Prior to and during the acceptance test, the D&IC must conduct an assessment of the DHHS Business Resumption Plan and Disaster Recovery Policy. The assessment must include identification of any deficiencies in DHHS' approach and provide suggestions for improvement as needed. The D&IC is to prepare and present a technical memorandum presenting a comprehensive Disaster Plan specific to the new system, building upon and incorporating DHHS Business Resumption Plan and Disaster Recovery Policy provisions.

e. **TASK 5 - PILOT TEST**

In this task the D&IC supports and facilitates the conduct of a system pilot test. Once the system has passed UAT and has been formally accepted, a system pilot will be conducted in at least two local agencies and their associated clinics and DHHS.

The purpose of the pilot is to verify that the system works correctly in conditions of actual use. Because the workload of clinic staff would effectively be doubled at a time when many other changes to clinic processing are being introduced, and because of problems associated with dual issuance of FIs, it is not feasible to run the old and new systems in parallel in a clinic. Therefore DHHS will not proceed to pilot until it is confident that there is very little possibility of an unsuccessful outcome to the pilot.

The following subtasks have been identified as required for this task effort:

i. **Subtask 5.1. System Pilot Initiation Meeting and Memorandum**

Following successful completion of the UAT, BCA will convene a meeting at the DHHS office. The meeting must be attended by the D&IC's project manager, the QA contractor, and other key DHHS and contractor staff as necessary. The purpose of the meeting is to discuss and review the project plan, schedule, and deliverables for the implementation of the system pilot. Within five (5) working days of the meeting the D&IC is to provide a technical memorandum documenting all agreements, understandings and contingencies resulting from the system pilot initiation meeting.

ii. **Subtask 5.2. Help Desk Training**

The D&IC will provide training to the DHHS in-house Help Desk staff. This group of individuals will serve as the first line in assisting WIC staff with system issues. Any questions or problems they are unable to solve will be escalated to the D&IC for resolution. Following this training, the contractor should be able to provide any additional assistance to the Help Desk staff remotely from its own facilities.

iii. **Subtask 5.3. Agency (State Office and Clinic) Training - Pilot**

After successful completion of the UAT, the D&IC must provide face-to-face on-site training for the staff that will be involved in the pilot sites. The training may employ hardcopy exhibits and handout materials but must also include extensive hands on, on-line exercises and objective evaluations in order to ensure user proficiency and competence. The

D&IC must provide the SC with documented evidence of each trainee's competence to operate the system within one (1) week of the training event. Training must be of sufficient length to ensure adequate comprehension. Training must comprehensively address all system operations as well as security considerations.

iv. Subtask 5.4. Data Conversion

The D&IC must convert all databases in the legacy system for the state and local agency pilot sites to the correct format and load it on the new system. This conversion of the database will occur immediately prior to implementation of the pilot site, as the agency will not be allowed to make any other changes to legacy system records once the conversion has been accomplished.

v. Subtask 5.5. System Pilot Test

The D&IC will be required to oversee the pilot test of the new WIC system at DHHS and in the local agencies. The locations for the pilot will be designated by DHHS during the conduct of Subtask 1.4, Final Work Plan and Schedule. The pilot is expected to last for three calendar months prior to the evaluation and one additional month while preparations are made for rollout to the remaining agencies.

The D&IC will be the system operator with responsibility for day-to-day operation of the central processing system during the pilot site operations; therefore the D&IC's staff will oversee the pilot and provide consultation and assistance as needed.

vi. Subtask 5.6. Evaluate Pilot, Modify and Retest System

Informal evaluation of the system software begins concurrently with the start of the pilot. Corrections, regression testing, and release of updated versions must occur as problems are encountered. Prior to the start of the pilot test, a Regression Acceptance Test must be developed by the D&IC in consultation with DHHS staff and the QA contractor. This test, based on the D&IC's own internal test procedures, must be used to test parameter changes and corrections made in response to problems identified during the pilot, before they are released to the pilot users. The Regression Acceptance Test is designed to test overall system operability after changes have been installed but before release of the software to the user community. It does not replace the normal development testing required for changes. Its primary purpose is to ensure that the changes do not affect other aspects of system functionality. The test must use standardized inputs and known outputs to assess the impact of changes.

If and when software errors are encountered during the conduct of the system pilot, new versions of the system with the errors corrected must be programmed and tested by the D&IC. After correction and testing of each new version, the Regression Acceptance Test will be run against that version to check that the error correction has not introduced new errors elsewhere in the system. If there are any outstanding errors at the end of system pilot, there will be one last version produced by this process that corrects the remaining errors, and that version will be

installed and run for five (5) working days at the pilot agencies before the system is rolled out to the remaining agencies. The purpose of these five (5) additional days is to ensure that there are no errors introduced into the latest version of the system that were not caught by the Regression Acceptance Test.

Within ten (10) days following the end of the pilot, the D&IC, with input from the pilot agencies, will complete and submit an evaluation of the system pilot. The evaluation will address the following factors:

- a) System stability;
- b) Meeting functional requirements;
- c) User satisfaction;
- d) Impact on client flow and convenience;
- e) Impact on clinic operations;
- f) Availability and accuracy of state, local agency, and clinic level data;
- g) Adequacy of help messages and user documentation;
- h) Security and system integrity; and,
- i) Need for revision of system or user processes.

The results of the evaluation will be documented in a technical memorandum to be delivered to the DHHS Project Coordinator and the QA contractor. The DHHS Project Coordinator under the direction of the Project Director must approve all system revisions resulting from the evaluation of the pilot. Following any system revisions made, the contractor will conduct an abbreviated acceptance test (if deemed necessary by DHHS) with DHHS and QA contractor participation as directed by BCA.

f. TASK 6 - ROLLOUT

In this task the D&IC must conduct, support, and facilitate the rollout of the system to the non-pilot agencies. After successful completion of the pilot, the system will be rolled out to the remaining agencies. Rollout will occur over a ten (10) week period. To meet this time frame, multiple-agency rollout per week is required. The D&IC must consult with DHHS regarding the rollout training groups, schedule, and support levels required to ensure a successful implementation. Each agency will be trained in the use of the new system for one (1) week, will have data converted from the legacy system on a Friday, and be ready to begin using the system the next Monday. As one group of agencies begins using the new system, the next group will begin its training. (The contractor should specify the number of days of training required and work with DHHS on the rollout schedule.)

The following subtasks have been identified as required for this task effort:

i. Subtask 6.1. System Rollout Initiation Meeting and Memorandum

Following successful completion of the system pilot, BCA will convene a meeting at DHHS. The meeting must be attended by the D&IC's project manager, the QA contractor, and other DHHS staff as deemed necessary. The purpose of the meeting will be to discuss and review the project plan, schedule, and deliverables for the rollout of the DHHS WIC

system to the remaining agencies. Within five (5) working days of the meeting the D&IC is to provide a technical memorandum documenting all agreements, understandings, and contingencies resulting from the system rollout initiation meeting.

ii. Subtask 6.2. User Training, Conversion, and Implementation

Subsequent to a successful system pilot, the D&IC must conduct a Train-the-Trainer training event for selected DHHS WIC staff. DHHS WIC staff will assist in providing the training for each local agency as it rolls out; and, therefore, these individuals must receive appropriate training to accomplish this task. The session will include a special emphasis on answering questions that may arise during the local agency training from clinic staff. Training must comprehensively address all system operations as well as security considerations.

Concurrent with the training events, the D&IC must convert each local agency's participant database from the legacy systems and load their data into the new system's database.

The D&IC must propose a training plan sufficient to ensure training of all staff that must utilize the system.

As soon as the database is converted to the new system and training provided, each local agency will be able to use the new system in their clinics.

Approximately four (4) days following system rollout to the first group of local agencies, a meeting will be convened by conference call to identify any problems that must be fixed before rollout to the remaining agencies. The meeting will be attended by the D&IC, the DHHS Project Coordinator, BCA, the QA contractor, and other DHHS staff as determined necessary. If no significant deficiencies are identified, the SC will make the decision to proceed with rollout to the next group of agencies.

iii. Subtask 6.3. Post Implementation Assessment and Problem Resolution

Any problems encountered during the initial system operation are to be remedied, subject to regression testing, and provided to operational sites as a new system release. If any deficiencies in the system functional requirements, technical operation, or reliability are identified, the D&IC will be required to repair these at no cost to DHHS. All such remedy must be provided within a reasonable time frame.

Approximately five (5) days following rollout to the final local agency, a meeting will be convened by conference call in which the status of the system following complete rollout will be assessed. The meeting will be attended by the D&IC, the SC and BCA, the QA contractor, and selected other DHHS staff. Within two weeks following this meeting, the SC will determine whether the project can proceed to Task 7, Operation and Maintenance and Initial Warranty Period.

iv. Subtask 6.4. System Documentation Update

Upon completion of system implementation the D&IC must update all system documentation, functional, technical, operational, and user manuals to reflect any revisions made to the system. The D&IC must provide a complete set of documentation to DHHS in electronic and hard copy. All versions of materials that are actual documents must be submitted in both hard copy and electronic form in the current version of MS WORD.

g. TASK 7 - OPERATION AND MAINTENANCE AND INITIAL WARRANTY PERIOD

In this task the D&IC must provide system operation and maintenance support to DHHS and provide for a one-year warranty of the software against errors and defects. This task begins after the final agency is rolled out and DHHS has determined that the project can proceed to Task 7, Operation and Maintenance and Initial Warranty Period (see Subtask 6.3).

The following subtasks have been identified as required for this task effort:

i. Subtask 7.1. System Operation and Maintenance

Should DHHS elect to contract for system operations and maintenance, the D&IC will continue to provide system operations and maintenance.

ii. Subtask 7.2. DHHS' Operation and Maintenance Staff Training and Mentoring

In the event DHHS elects to operate the system in house, the D&IC must provide support and mentoring to DHHS operations staff during the warranty period sufficient to ensure their ability to assume responsibility for the system upon contract closure.

iii. Subtask 7.3. One Year Warranty Period

The one (1) year warranty period for the system software must commence on the business day immediately following the implementation of the final local agency (the last agency in the state to be implemented). During the one (1) year warranty the D&IC must address any deficiencies in the system functional requirements, technical operation, or reliability at no cost to DHHS.

iv. Subtask 7.4. System Problem Reporting

The D&IC must provide the DHHS Project Coordinator with a written response to any reported system problem, addressing the technical nature of the problem and the proposed plan to resolve the issue. All approved change orders by the SC must be documented and tracked separately.

v. Subtask 7.5. System Remedy

The D&IC must remedy any deficiencies identified in the system during the one-year period at no cost to DHHS. All software changes and repairs must be subject to regression testing prior to distribution as a new release. These changes will be designed, developed, tested and implemented on a mutually agreed upon schedule. The D&IC will involve DHHS operations staff so that they can become familiar with the

system. The D&IC must provide documented test results and updated system documentation prior to implementation of the change.

h. TASK 8 - PROJECT CLOSURE AND TRANSITION

In this task the D&IC must provide a final submission of the updated system documentation and other project materials, supports the transition of the system operations and maintenance responsibilities to the system operations staff (unless DHHS contracts for on-going system operations), and achieves formal project closure.

The following subtasks have been identified as required for this task effort:

i. Subtask 8.1. Final System Documentation, Forms, Source Code, Data, and Other Materials

Upon completion of the one-year warranty period the D&IC is to provide DHHS with a final, updated version of all system documentation and user materials reflecting the current status and operations of the system. The D&IC must also provide DHHS with a complete set of source code for the current system. Additionally, the D&IC is to return to DHHS any and all materials, forms or data sets acquired during the course of the project effort.

ii. Subtask 8.2. Contract Closure

Upon completion of subtask 8.1, DHHS will provide all final payments owed to the D&IC and will provide formal notification of contract closure.

i. TASK 9 - EXTENDED WARRANTY AND OPERATION PERIOD OPTIONS

In this task the D&IC provides extended warranty and operations support as agreed upon with DHHS.

The following subtasks have been identified as required for this task effort:

i. Subtask 9.1. Extended Warranty Period

At the expiration of the one-year warranty period, the extended warranty period options may be exercised by DHHS. The D&IC must provide for four (4) optional one (1) year warranty extensions on the system software for services similar to the initial one (1) year warranty (Subtask 7.3) at the option of DHHS (Form C.3). During the extended warranty period, the D&IC will be responsible for correcting all errors in the system software. The D&IC must have qualified staff available as needed during the extended warranty periods for repair or system enhancement purposes.

During the extended warranty period the DHHS Help Desk must communicate regularly with the D&IC to report the nature and type of problems identified. The D&IC must advise DHHS of any solutions that do not require programming fixes.

ii. Subtask 9.2. System Modification

During the extended warranty period, DHHS may request the D&IC to make DHHS-specific enhancements to the existing system deemed necessary or desirable, if approved by the MPSC UG, as described on

Form C.5. These changes will be designed, developed, tested and implemented on a mutually agreed-upon schedule. However, the potential modifications and enhancements will not likely be funded via the contract resulting from this solicitation. All such modifications and enhancements will be subject to the approval of MPSC UG. At present, any and all DHHS-specific modifications and enhancements receiving MPSC UG approval will then be contracted for, funded by, and conducted under the auspices of the MPSC UG, using the prices provided on Form C.5 as a guide. Should the MPSC UG change these guidelines, it is possible these changes will be funded through this contract. The D&IC must provide documented test results and updated system documentation prior to implementation of the change. Maintenance required to the system to meet the system and functional requirements approved prior to Subtask 7.3, One-Year Warranty will be covered by the agreed-upon fees for the extended warranty.

Other modifications and enhancements directed by the MPSC UG will be governed according to the provisions of Section IV.F.5. below.

iii. Subtask 9.3. System Operations

At the conclusion of system implementation the extended operations options may be exercised by DHHS. The D&IC must provide pricing for five (5) one (1) year periods of system operations for housing, operating and maintaining the DHHS WIC system (Form C.2). During the operations option periods the D&IC must provide all services necessary to the operation of the system inclusive of hosting the servers (if so desired by DHHS), maintaining the system, providing day-to-day operations, maintaining the network, and providing the help desk. During the extended operations period the warranty provisions addressed in Subtask 9.1 will also apply. However, system enhancement and modification is to be addressed separately during the operations options if exercised. All system modifications during this period will be addressed according to the provisions in Subtask 9.2. Costs for these changes will be subject to the rates provided by the bidder on Form C.4 and C.5 according to the nature of the change.

4. LIST OF D&IC PROJECT DELIVERABLES

DHHS has defined a set of forty (40) required deliverables to complete the work associated with the tasks described above. These deliverables have been separated into two (2) recurring deliverables and thirty-eight (38) task related deliverables, as follows:

[Note: The following list of Contract Deliverables is derived from the tasks and subtasks outlined above. They are listed separately here for ease of reference and should be considered in conjunction with the Task Plan when evaluating the scope of work. Many of the deliverables in this list will be required to be submitted in draft form for review and comment by DHHS. Upon receipt of DHHS' consolidated comments and required revisions, the D&IC will be required to submit a final version of these deliverables incorporating revisions as appropriate. The requirements for each of these D&IC Project deliverables are described in detail below. All versions of deliverables that are actual documents must be submitted in both hard copy and electronic form in the current version of MS WORD. Subsequent electronic versions of drafts (including the

final version) must be submitted with changes tracked. “Documentation” as related to user manuals and on-line help, etc. is intended to convey that in addition to paper copies of system documentation to be provided for review purposes, DHHS understands that the MPSC system uses on-line user help in place of manuals often provided in hard copy. It should be noted that when training users to use online documentation, a limited number of quick reference tip sheets may be requested by users at trainings, the D&IC should be prepared to develop and distribute such supportive materials as a complement to on-line help and user documentation.]

a. RECURRING DELIVERABLES

Deliverable 0: Project Status Reports, Meeting Summaries, and Web Site

b. TASK RELATED DELIVERABLES

Deliverable 1: Project Initiation Meeting and Memorandum

Deliverable 2: System Transfer, Parameter Changes, and Testing Plan

Deliverable 3: Final Work Plan and Schedule

Deliverable 4: System Orientation Training

Deliverable 5: System Design Sessions

Deliverable 6: Updated Detailed Functional Design Document

Deliverable 7: Updated Detailed Technical Specifications Document

Deliverable 8: Implementation, Conversion, Training, and Security Plans

Deliverable 9: System Transfer Initiation Meeting and Memorandum

Deliverable 10: System Transfer, Parameter Changes, and Technical Testing

Deliverable 11: User Training Materials

Deliverable 12: Help Desk Plan

Deliverable 13: Updated User and Operations Manuals

Deliverable 14: Readiness Certification for UAT/System Software

Deliverable 15: Installation/Operation of System Software/Operations Staff Support and Training - UAT

Deliverable 16: User Training - UAT

Deliverable 17: Data Conversion - UAT

Deliverable 18: Acceptance Test Support

Deliverable 19: Assessment of DHHS Disaster Recovery Procedures

Deliverable 20: Assessment and Certification of System Readiness for Pilot Implementation

Deliverable 21: System Pilot Test Initiation Meeting and Memorandum

Deliverable 22: Help Desk Training

Deliverable 23: Agency (State Office and Clinic) Training - Pilot

Deliverable 24: Regression Acceptance Test

Deliverable 25: Installation/Operation of System Software – Pilot Test

Deliverable 26: Data Conversion - Pilot

Deliverable 27: System Pilot Support

Deliverable 28: System Pilot Technical Memorandum

Deliverable 29: System Rollout Initiation Meeting and Memorandum

Deliverable 30: Conduct Train the Trainer Training for Nebraska Staff

Deliverable 31: User Training – Rollout

Deliverable 32: Data Conversion - Rollout

Deliverable 33: Post-Implementation Assessment and Problem Resolution

Deliverable 34: System Warranty

Deliverable 35: System Maintenance, Support and System Transition Plan

Deliverable 36: Final System Documentation, Forms, Source Code, Data, and Other Materials

Deliverable 37a: Options to Extend Warranty Period
Deliverable 37b: Options for System Enhancements or Modifications
Deliverable 38: Options to Operate and Maintain System

The requirements for each of these D&IC project deliverables are described in detail below.

c. RECURRING DELIVERABLES

The following deliverables will recur throughout the project on a scheduled basis:

i. Deliverable 0: Project Status Reports, Meeting Summaries, and Web Site

The D&IC must provide monthly, detailed reports on overall Project status, work accomplished in the reporting period, objectives for the next reporting period, client responsibilities for the next period, decision/information requests outstanding, problems and warnings, and schedule and budget issues. In addition, the D&IC must provide a quarterly summary status report to support DHHS WIC reporting to USDA/FNS. As a supplement to formal monthly reports, the D&IC must participate in biweekly project status meetings via conference calls. The meetings will serve as a forum for the reporting of progress and discussion of upcoming activities and emergent issues. BCA will host and provide an agenda (with input from the state and contractors) for the meetings.

Throughout the course of the project, numerous meetings will be held between the D&IC and DHHS. During these meetings, various Project related topics and issues will be discussed and reviewed. The D&IC will provide a technical memorandum summarizing each meeting, inclusive of a listing of attendees, discussion of major topics, and a report of any decisions made and items needing follow-up.

In addition, the D&IC must provide a Project Web Site for the repository of Project documents, deliverables and memoranda and to facilitate Project communications and the document review process.

d. TASK RELATED DELIVERABLES

The following deliverables must be provided as appropriate at the conclusion of the related task(s):

i. Task 1 – Project Initiation, Planning and Management

a) Deliverable 1: Project Initiation Meeting and Memorandum

The D&IC must conduct a Project initiation meeting with selected DHHS, QA, and BCA staff. The Project initiation meeting memorandum must provide a summary of decisions and plans resulting from the Project initiation meeting which clarifies any revisions to the Project objectives, timeline, etc. The memorandum is to be provided within five (5) working days of the meeting.

b) Deliverable 2: System Transfer, Parameter Changes, and Testing Plan

The plan must describe, in detail, the D&IC's approach to the transfer, parameter changes, and implementation of the new DHHS WIC system. The Transfer, Parameter Changes, and Testing Plan must include a description of the structured system life cycle development methodology to be employed throughout the project. Subjects to be covered include: the system transfer and parameter changes process; the methods for maintaining requirements traceability throughout the development process; types of test activities and staffing, and the change control and configuration management processes. The plan must include a discussion of the D&IC's approach to quality control, dispute resolution process, and security. The plan must reflect the results of discussions with DHHS staff regarding the final design of the system.

The change control and configuration management portion of the plan will detail the D&IC's approach to version control and should include, at a minimum:

- 1) How the D&IC will assign identification numbers to releases of the system (e.g. version number (number of the latest entire system release) and build number (number of the latest release containing a single or a few module updates));
- 2) How the D&IC will implement check out/check in of system modules inclusive of automated support and control;
- 3) How releases of the system will be archived (e.g., each new version will be archived, as will each build since the last archive);
- 4) Procedures to ensure that only one release of the system is being system tested (either internally or in UAT) at any given time; and,
- 5) Procedures to ensure that only one release of the system is operational at any time in all installations during pilot, rollout, and operations.

c) Deliverable 3: Final Work Plan and Schedule

The D&IC must provide a Final Work Plan and Schedule to be provided for review and approval by DHHS. The plan must include complete and accurate task descriptions and dependencies. It must also include a description of any known risk areas and the D&IC's approach for mitigating the risks. The work plan must be submitted in sufficient detail to afford DHHS full visibility into the status of all Project activities during the course of the Project.

The D&IC must provide, as a component of the Final Master Work Plan and Schedule, a comprehensive schedule for the project in both standard calendar and Gantt chart format for

DHHS' review and approval. It must be developed in an automated project management package such as Microsoft Project and include the ability to calculate and display the critical path at any point in the project.

The schedule must incorporate all D&IC requirements (deliverables and milestones) and DHHS requirements such as review periods for deliverables, schedule of staff participation in system review/design sessions, DFDD walkthroughs, UAT, training sessions, pilot testing, rollout, and transition and closure. This deliverable is to be presented in the form of a draft version for review and a final version for approval.

ii. **Task 2 – System Design**

a) **Deliverable 4: System Orientation Training**

The D&IC must provide comprehensive system training to the super users prior to the initiation of system design. The training must address all system operations and be based on the Training Plan, materials, and approach that will be employed for pilot and rollout training.

b) **Deliverable 5: System Design Sessions**

The D&IC must conduct JAD sessions (estimated to require ten (10) sessions of eight (8) hours duration each or equivalent). The D&IC must work with DHHS to arrive at a suitable schedule and sufficient duration for these meetings. The meeting schedule will be subject to DHHS approval. These meetings must be held with appropriate staff from DHHS, as selected by the SC, and the QA contractor. The D&IC must lead these sessions and must bear responsibility for tracking and recording all design decisions. Given this requirement, it is recommended that the D&IC provide a lead program analyst to direct each session and a junior staff member to record all discussions and decisions. The D&IC is requested to suggest a suitable schedule for these activities potentially inclusive of concurrent JAD sessions for different functional areas of the system in order to expedite the design activity.

The purpose of the JAD sessions is to confirm or define the details of the requested functional parameter changes to the MPSC WIC system. The JAD sessions must be conducted early enough in the detailed design process to ensure incorporation of all decisions made during the reviews into the updated DFDD. While revised sections of the DFDD may be presented for consideration during the JAD sessions, the final, updated DFDD must not be submitted until all JAD sessions have been successfully concluded and all design decisions and specifications have been incorporated in the document. The JAD sessions must be held at DHHS' offices or alternative sites as designated by the DHHS Project Coordinator.

c) **Deliverable 6: Updated DFDD**

The D&IC must update the existing MPSC DFDD to describe the parameter changes to the functional requirements of the system. This deliverable is to be presented in the form of a draft version for review and a final version for approval. The draft submission must be accompanied by a formal walk-through of the revisions to the document with designated DHHS staff and the QA contractor and an appropriate review period (i.e., twenty (20) working days for the draft and ten (10) working days for the final). All revisions to the existing DFDD must adhere to the form and content standards of the current document.

The updated DFDD, once formally accepted by DHHS, will form the basis for the parameter changes to the system. The DFDD forms part of the overall system documentation and must be kept current and maintained in accordance with configuration management standards throughout the life of the contract. A walkthrough of the DFDD for the DHHS staff and the QA contractor will be conducted by the D&IC to validate that the system parameter changes specified in the JAD sessions are all included in the DFDD. Approval of the DFDD will be required before system development activities in Task 3 may begin.

d) **Deliverable 7: Updated Detailed Technical Specifications Document**

Pursuant to the development of this deliverable, the D&IC must conduct a technical specification workgroup session. This meeting will be held with appropriate DHHS Project management and technical staff and the QA contractor to ensure that the appropriate staff understands the presentation and organization of the technical specification documents prior to reviewing them.

Subsequent to the technical specification session, the D&IC must update the existing DTSD (if necessary) for the system. All revisions to the existing DTSD must adhere to the form and content standards of the current document. This deliverable is to be presented in the form of a draft version for review and a final version for approval. The draft submission must be accompanied by a formal walk-through of the revisions to the document with designated DHHS staff and the QA contractor and an appropriate review period (i.e., twenty (20) working days for the draft and ten (10) working days for the final).

e) **Deliverable 8: Implementation, Conversion, Training, and Security Plans**

The D&IC must provide detailed plans for implementation of the new system, conversion of data from the existing system to the new DHHS WIC system, training staff in the operation of the new system, and maintenance of security for the new system.

The implementation plan must include, in Gantt format, the portion of the overall Project schedule (brought up to date as of

submission of the deliverable) that includes all tasks subsequent to system transfer and parameter changes by the D&IC, including contractor milestones and DHHS WIC tasks (e.g., developing new policies and procedures) and checkpoints. Alternatively, the deliverable may refer to the overall Project schedule if all tasks are included and the overall schedule is up to date. The plans should include a detailed description of each task within the four areas (implementation, conversion, training, security). The plans should encompass the D&IC's approach for the following 1) a draft DHHS WIC implementation schedule, 2) conversion and testing of converted data, 3) DHHS office and clinic staff training, and 4) how security will be maintained in the new WIC system. Each plan in this deliverable is to be presented in the forms of a draft version for review and a final version for approval.

iii. **Task 3 - System Transfer, Parameter Changes, and Technical Testing**

a) **Deliverable 9: System Transfer Initiation Meeting and Memorandum**

The D&IC is to convene a development and testing phase initiation meeting to be attended by designated DHHS and local staff and the QA contractor. Following the meeting, the D&IC must provide a technical memorandum documenting all agreements, understandings, and contingencies resulting from the meeting. The memorandum is to be provided within five (5) working days of the meeting.

b) **Deliverable 10: System Transfer, Parameter Changes, and Technical Testing**

Based on the specifications developed during the design sessions and documented in the updated DFDD and DTSD, the D&IC must modify the system to meet the new functional requirements and conduct thorough technical testing of the system prior to presentation for UAT. The system parameter changes must include the "re-branding" of the system, inclusive of all screens, reports, and outputs, to reference and reflect DHHS WIC. During this activity, the D&IC must provide prototype modified software modules for review by DHHS. This process will help ensure that the system presented for testing faithfully realizes the system parameter changes requested by DHHS. While the updated DFDD should provide a detailed description of the required parameter changes, it is possible that there may be a misunderstanding of functional requirements between DHHS WIC and the D&IC. The prototype demonstrations will provide an opportunity to identify and correct any such misunderstandings. Should any variance between desired and prototyped functionality exist, the D&IC must work with DHHS to clarify the requirement and subsequently modify the prototype and provide a demonstration of the corrected functionality.

c) **Deliverable 11: User Training Materials**

The D&IC must provide comprehensive materials for use in system training. The materials must be provided in sufficient quantities to provide any hard copy materials to all DHHS WIC staff being trained. These materials may be drawn from the existing MPSC training materials but must be updated and revised to address DHHS WIC-specific functionality and business practices. Training must address all aspects of system use and all security considerations. This deliverable must include materials that may be used by clinic and DHHS WIC staff for system training after the conclusion of the implementation phase of the project. This deliverable is to be presented in the form of a draft version for review and a final version for approval. In addition, the D&IC must develop and install a training/test area on the system servers for new employee training and enhancement testing. DHHS understands that the MPSC system utilizes on-line help instead of hard copy user manuals. It should be noted that when training users to use online documentation, a limited number of quick reference tip sheets may be requested by users at trainings, the D&IC should be prepared to develop and distribute such supportive materials as a complement to on-line help and user documentation.

d) **Deliverable 12: Help Desk Plan**

The D&IC must provide a plan providing recommended equipment, software, and staffing requirements for a Help Desk to be provided by DHHS. The deliverable must include a training plan and materials for Help Desk staff, a schedule for implementation of the Help Desk coordinated with system transfer, parameter changes, and testing activities, and instructions for establishing a database of problems and solutions. The training materials must be provided in sufficient quantities to provide any hard copy materials to all Help Desk staff being trained. The report will describe coordination procedures between the D&IC and DHHS to ensure that problems are routed to the D&IC in a timely manner when appropriate. This deliverable is to be presented in the form of a draft version for review and a final version for approval.

e) **Deliverable 13: Updated User and Operations Manuals**

The D&IC must update existing user and operations manuals (on-line and/or hard copy) for the MPSC system to address the DHHS WIC parameter changes. All revisions to the existing manuals must adhere to the form and content standards of the current materials. The hard copy materials must be provided in sufficient quantities to provide any hard copy materials to all WIC staff and operations staff being trained. This deliverable is to be presented in the form of a draft version for review and a final version for approval.

f) **Deliverable 14: Readiness Certification for UAT/System Software**

Upon completion of system technical testing, the D&IC must provide formal, written certification of system readiness for UAT. The certification must include detailed information on all errors identified during migration testing and their remedy. The certification must verify that the D&IC staff are able to conduct full system testing from start to finish with no identified outstanding errors.

In addition, the D&IC must provide fully developed system source code and executable code for the local and state office applications to be installed on the central processor in support of UAT. Any required software application packages for operation of the Help Desk must also be provided. The software must conform to all functional and technical specifications agreed to by the D&IC and DHHS during the project and be thoroughly tested prior to delivery to DHHS for UAT. The D&IC must provide the source code and executable code to DHHS for independent testing two weeks prior to UAT.

iv. **Task 4 – User Acceptance Test (UAT)**

a) **Deliverable 15: Installation/Operation of System Software/Operations Staff Support and Training - UAT**

The D&IC must provide installation and operation of the WIC software application and communications software necessary for operation of the system in support of UAT, both at the central processor and the test bed. The D&IC must install the application and communications software themselves at their own facility and run it for their own testing before delivery to DHHS. Upon delivery to DHHS for UAT, as a part of UAT preparations, the D&IC must install the application and communications software on the test bed.

b) **Deliverable 16: User Training – UAT**

The D&IC must provide comprehensive system training to the end-users who will conduct acceptance testing. The training must address all system operations and be based on the training plan, materials, and approach that will be employed for pilot and rollout training.

c) **Deliverable 17: Data Conversion – UAT**

The system installation for UAT must include a specified set of data converted by the D&IC from the legacy system as designated by DHHS.

d) **Deliverable 18: Acceptance Test Support**

The D&IC must provide on-site support in the form of at least one staff person knowledgeable in the application for the duration of the UAT and ensure that programming staff are available for consultation by phone. In addition, the D&IC must provide repair

of all errors reported during the UAT within the D&IC's established Change Control and Configuration Management methodology. As a component of this support, the D&IC must supply and install the software application to be utilized for reporting and tracking of UAT errors. DHHS anticipates that the period of UAT will be ten (10) weeks in duration not inclusive of breaks in testing for defect repairs.

e) Deliverable 19: Assessment of DHHS Disaster Recovery Procedures

Prior to and during the acceptance test, the D&IC must conduct an assessment of the DHHS system disaster recovery procedures. The assessment must include identification of any deficiencies in DHHS' approach and provide suggestions for improvement as needed. This deliverable is to be presented in the form of a draft version for review and a final version for approval.

f) Deliverable 20: Assessment and Certification of System Readiness for Pilot Implementation

Upon completion of UAT, the D&IC must provide formal, written assessment and certification of system readiness for pilot implementation. The certification must include detailed information on all errors identified during UAT and their remedy (this may be provided by automated reporting capabilities of the error tracking application employed). The certification must verify that the D&IC certifies error free operation of the system and stability sufficient to be implemented in pilot installations. The memorandum is to be provided within five (5) working days of the completion of UAT.

v. Task 5 – Pilot Test

a) Deliverable 21: System Pilot Test Initiation Meeting and Memorandum

The D&IC is to convene a pilot test phase initiation meeting to be attended by designated DHHS staff and the QA contractor. Following the meeting, the D&IC must provide a technical memorandum documenting all agreements, understandings, and contingencies resulting from the meeting. The memorandum is to be provided within five (5) working days of the meeting.

b) Deliverable 22: Help Desk Training

The D&IC must conduct training sessions for the DHHS Help Desk staff. The training must address the help desk process, issue escalation, and the appropriate use of the Help Desk software.

c) Deliverable 23: Agency (State Office and Clinic) Training - Pilot

The D&IC must conduct user training sessions for DHHS and local agencies involved in the system pilot as described and

supported by the approved Training Plan and Training Materials. Training must address all required system operations as well as security considerations.

d) Deliverable 24: Regression Acceptance Test

The D&IC must provide a set of test procedures for use in testing parameter changes and corrections made in response to problems identified during the pilot, before they are released to the pilot users. It must test all the basic functionality of the system, with pre-defined inputs and expected outputs, but will test only a small sample of the system reports. This deliverable is to be presented in the form of draft version for review and a final version for approval.

e) Deliverable 25: Installation/Operation of System Software – Pilot Test

The D&IC must provide operation and maintenance of the WIC software application and communications software for the system in support of pilot, both at the central processor and the pilot sites.

f) Deliverable 26: Data Conversion – Pilot

The D&IC must convert all data from the legacy system necessary to support the pilot test.

g) Deliverable 27: System Pilot Support

The D&IC must monitor the pilot test and provide repair of all errors reported during the system pilot within the D&IC's established Change Control and Configuration Management methodology. The D&IC must provide on-site support in the form of at least one staff person knowledgeable in the application during the first two weeks of system pilot and programming staff knowledgeable in the application available for consultation by phone for the duration of the system pilot. After on-site support the D&IC must be able to problem solve, fix, and restart the system from a remote location.

h) Deliverable 28: System Pilot Technical Memorandum

Upon completion of the pilot test, the D&IC must provide a technical memorandum describing the pilot results, including all identified errors and problems and their remedy. The memorandum must include the D&IC's assessment and verification of the system readiness for roll out.

vi. Task 6 – Data Conversion and Rollout

a) Deliverable 29: System Rollout Initiation Meeting and Memorandum

The D&IC is to convene a rollout phase initiation meeting to be attended by designated DHHS staff and the QA contractor. Following the meeting, the D&IC must provide a technical memorandum documenting all agreements, understandings, and

contingencies resulting from the meeting. The memorandum is to be provided within five (5) working days of the meeting.

b) Deliverable 30: Conduct Train-the-Trainer Training for Nebraska Staff

The D&IC must conduct train-the-trainer training sessions for DHHS WIC staff following the system pilot. Subsequent to this training, DHHS WIC staff will assist the D&IC in the conduct of training for all rollout agencies. Training must address all required system operations as well as security considerations.

c) Deliverable 31: User Training – Rollout

The D&IC and super user staff must co-conduct local agency/clinic staff training. This training will consist of a system overview for all local agency/clinic staff and functionally specific training for staff that will utilize various functions of the new system. The training will provide real-world examples of system tasks for each staff responsibility and program functional area. To the extent there is separation of responsibility between clinic staff, support staff will be trained in functions of the system related to their duties, such as participant data input, FI issuance, and appointment scheduling. Nutritionists and other professional or health assessment staff will be trained in functions of the system related to health assessment, certification, etc. The training must take into account that in many local agencies/clinics, there are only a few staff and each person may need to be trained in a number of functions. This training will also cover the material and online help training participants will use with the web interface.

Any changes in agency policies and procedures resulting from the new system will be incorporated into the training. The trainings will be held in several locations around Nebraska for groups of local agency/clinic staff. Training groups will not exceed thirty participants. Local agency/clinic staff must be trained the week prior to their clinics going live to ensure retention of necessary skills.

D&IC staff must also conduct DHHS staff training. This training will consist of functionally specific training for all DHHS staff that will utilize the new system. The training will include hands-on examples of system tasks for each program operational area. Different training sessions will be provided for each program functional area and will provide real-world examples of system tasks. Training in some functional areas may extend beyond immediate DHHS WIC staff and may involve staff in other DHHS resources (e.g., finance).

As with the local level staff training, any changes to DHHS WIC policies and procedures resulting from the new system must be incorporated into the training.

DHHS anticipates the need for eight (8) week-long regional training events, to be held at strategic locations throughout Nebraska, in order to affectively train all DHHS WIC staff in system use. The number of training events needed is estimated in order to keep individuals class sizes at each training event below thirty (30) participants.

d) Deliverable 32: Data Conversion – Rollout

The D&IC must convert all data from the legacy system for each local agency in advance of their implementation of the new system. As the local agencies will not be able to utilize the legacy system once the data has been converted it is anticipated that data conversion for each agency will occur during the week in which the local agency is being trained.

e) Deliverable 33: Post-Implementation Assessment and Problem Resolution

Approximately five (5) working days from the completion of rollout of the final local agency, the D&IC must participate in a meeting in which the status of the system following rollout will be assessed. Within five (5) days of the meeting the D&IC must provide a technical memorandum documenting all agreements, understandings and contingencies resulting from the system rollout assessment meeting.

vii. Task 7 – Initial One-Year Warranty

a) Deliverable 34: System Warranty

The D&IC must provide a one-year warranty of the system software against all defects and errors beginning with completion of the rollout process (the completion of the final clinic installation in the state). Any defects or errors identified in the system during the warranty period must be remedied at no charge by the D&IC.

viii. Task 8 – Project Closure and Transition

a) Deliverable 35: System Maintenance, Support and System Transition Plan

The D&IC must provide a written plan for the transition of system operation and maintenance from the D&IC to DHHS or system operation contractor, if applicable, including notification of any procedural, staffing, or resources requirements. This deliverable is to be presented in the form of a draft version for review and a final version for approval.

b) Deliverable 36: Final System Documentation and Source Code

The D&IC must provide complete, updated system documentation (inclusive of electronic documentation such as on-line help or user manuals) that accurately reflects the state of the system as of completion of system rollout in all Nebraska agencies, including but not be limited to source code, user and

operational manuals and training materials, and functional and technical design documents electronically and hard copy as required for all document deliverables.

In addition, the D&IC must provide the complete system source code including any and all changes to the most recent release including updated training materials and other system documentation. The D&IC must also return any and all forms, data, or other materials acquired from DHHS during the course of the project effort.

ix. Task 9 - Extended Warranty and Operation Period Options

a) Deliverable 37a: Options to Extend Warranty Period

The D&IC must provide for four (4) one (1) year renewals after the initial warranty period, to be exercised each year at DHHS' option. The first option period, if exercised, would begin the day following the expiration of the initial one (1) year warranty period. If any changes are made to the software application during these warranty periods, the D&IC must provide the following items updated to reflect any and all changes:

- 1) System source and executable code for the local, state, and central processor WIC applications;
- 2) Comprehensive materials for use in system training;
- 3) User and operational manuals; and,
- 4) Functional and technical design documents.

b) Deliverable 37b: Options for System Enhancements or Modifications

During the extended warranty period, DHHS may request the D&IC to make DHHS-specific enhancements to the existing system deemed necessary or desirable, if approved by the MPSC UG, as described on Form C.5. These changes will be designed, developed, tested and implemented on a mutually agreed-upon schedule. However, the potential modifications and enhancements will not likely be funded via the contract resulting from this solicitation. All such modifications and enhancements will be subject to the approval of MPSC UG. At present, any and all DHHS-specific modifications and enhancements receiving MPSC UG approval will then be contracted for, funded by, and conducted under the auspices of the MPSC UG, using the prices provided on Form C.5 as a guide. Should the MPSC UG change these guidelines, it is possible these changes will be funded under this contract. The D&IC must provide documented test results and updated system documentation prior to implementation of the change. Maintenance required to the system to meet the system and functional requirements approved prior to Subtask 7.3, One-Year Warranty will be covered by the agreed-upon fees for the extended warranty.

c) **Deliverable 38: Options to Operate and Maintain System**

The D&IC must provide options for five (5) one (1) year periods of system support that will be exercisable by DHHS. During these optional periods DHHS may elect to exercise options for the D&IC to house and operate the system, provide system maintenance, provide Level 1 Help Desk (phone support during regular business hours), and/or provide Level 2 Help Desk (design and/or technical support during regular business hours) support. On Form C.2, bidders must provide line item costs as specified for each of the five (5) years of optional system operations and maintenance. Bidders should refer to Section IV.D New System Environment and Section IV.F Scope of Work (associated Tasks and Deliverables), for a description of the requirements of operating and maintaining the system. For each year, two scenarios are to be bid for each line item: Scenario 1 – DHHS houses and operates the servers; and Scenario 2 – the D&IC houses and operates the servers. Upon contract award, DHHS may elect to exercise all or some of the optional line items for all or some of the optional years.

If the hosting option is exercised, the D&IC will be responsible for housing, operating and maintaining the new DHHS WIC system. During the optional operations periods the D&IC must provide all elected services necessary to the operation of the system. This may include hosting the servers, maintaining the system, providing day-to-day operations, maintaining the network, and providing the Level 1 and/or Level 2 Help Desk.

5. CHANGE MANAGEMENT

During the course of this contract, changes may be necessary which would be in addition to the specific services contemplated herein as result of direction from the MPSC UG, Federal regulation changes, the natural dynamics of the Project, etc. Change management will be handled and funded as follows:

a. INTERNAL CHANGE MANAGEMENT

- i. EBT: Concurrent with this Project, DHHS WIC intends to transition the issuance of benefits to participants from the current check-based benefit system to EBT. Should this transfer to EBT occur during this Project, it is possible that DHHS may request additional services from the D&IC to support EBT.
- ii. Internal: From time to time there may be a need for a change to the system, additional testing, etc.

b. EXTERNAL CHANGE MANAGEMENT

- i. The MPSC UG may from time to time determine that a system modification or enhancement is required or recommended for all participating WIC systems. These potential modification(s) and/or enhancement(s) will require additional support from the D&IC.

c. FUNDING FOR INTERNAL AND EXTERNAL CHANGE MANAGEMENT

The bidder is asked to provide hourly rates for D&IC staff to address both internal and external change management. Internal change management will be handled by DHHS based upon the hourly rates provided. Any external change management subject to MPSC UG approval will then be contracted for, funded by, and conducted under the auspices of the MPSC UG using the hourly rates provided as a baseline for negotiation. Should the MPSC UG change its guidelines concerning the potential modifications and enhancements, it is possible these changes will be funded through this contract according to the prices provided on Forms C.4 and C.5.

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 twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past three (3) 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 three (3) 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 three (3) years, so declare.

If at any time during the past three (3) 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 – Forms C.1-C.5

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 based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved. Invoices must show deliverable amount, 10% retainage amount, and invoice amount (del amt – ret amt = invoice amt). Retainage will be paid upon verification and certification of the system by the QA contractor and acceptance of the verification and certification by DHHS.

Form A

Bidder Contact Sheet

Request for Proposal Number 4539Z1

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

Notification of Intent to Bid

Request for Proposal Number 4539Z1

| | |
|-------------------|--|
| Bidder Name: | |
| Bidder Address: | |
| Contact Person: | |
| E-mail Address: | |
| Telephone Number: | |
| Fax Number: | |

The "Notification of Intent to Bid" form should be submitted to the State Purchasing Bureau via e-mail (matpurch.dasmat@nebraska.gov), facsimile (402-471-2089), hand delivered or US Mail by the date shown in the Schedule of Events.

Form C.1

Cost Sheet - Deliverables

Request for Proposal Number 4539Z1

| Recurring Deliverables | | Proposed Amount |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|------------------------|
| 1. | Deliverable 0: Project Status Reports and Meeting Summaries (monthly project status reports (30) and meeting summaries as needed) | |

Monthly: _____ x 30 months =Total: _____

Recurring Deliverables Cost

| Task Related Deliverables | | Proposed Amount |
|----------------------------------|-------------------------------------------------------------------------------------------------------|------------------------|
| 2. | Deliverable 1: Project Initiation Meeting and Memorandum | _____ |
| 3. | Deliverable 2: System Transfer, Parameter Changes, and Testing Plan | _____ |
| 4. | Deliverable 3: Final Work Plan and Schedule | _____ |
| 5. | Deliverable 4: System Orientation Training | _____ |
| 6. | Deliverable 5: System Design Sessions | _____ |
| 7. | Deliverable 6: Updated Detailed Functional Design Document | _____ |
| 8. | Deliverable 7: Updated Detailed Technical Specifications Document | _____ |
| 9. | Deliverable 8: Implementation, Conversion, Training, and Security Plans | _____ |
| 10. | Deliverable 9: System Transfer Initiation Meeting and Memorandum | _____ |
| 11. | Deliverable 10: System Transfer, Parameter Changes, and Technical Testing | _____ |
| 12. | Deliverable 11: User Training Materials | _____ |
| 13. | Deliverable 12: Help Desk Plan | _____ |
| 14. | Deliverable 13: Updated User and Operations Manuals | _____ |
| 15. | Deliverable 14: Readiness Certification for UAT/System Software | _____ |
| 16. | Deliverable 15: Installation/Operation of System Software/Operations Staff Support and Training – UAT | _____ |
| 17. | Deliverable 16: User Training – UAT | _____ |
| 18. | Deliverable 17: Data Conversion – UAT | _____ |
| 19. | Deliverable 18: Acceptance Test Support | _____ |
| 20. | Deliverable 19: Assessment of DHHS Disaster Recovery Procedures | _____ |
| 21. | Deliverable 20: Assessment and Certification of System Readiness for Pilot Implementation | _____ |
| 22. | Deliverable 21: System Pilot Test Initiation Meeting and Memorandum | _____ |
| 23. | Deliverable 22: Help Desk Training | _____ |

- 24. Deliverable 23: Agency (State Office and Clinic) Training – Pilot _____
- 25. Deliverable 24: Regression Acceptance Test _____
- 26. Deliverable 25: Installation/Operation of System Software – Pilot Test _____
- 27. Deliverable 26: Data Conversion – Pilot _____
- 28. Deliverable 27: System Pilot Support _____
- 29. Deliverable 28: System Pilot Technical Memorandum _____
- 30. Deliverable 29: System Rollout Initiation Meeting and Memorandum _____
- 31. Deliverable 30: Conduct Train the Trainer Training for Nebraska Staff _____
- 32. Deliverable 31: User Training – Rollout _____
- 33. Deliverable 32: Data Conversion – Rollout _____
- 34. Deliverable 33: Post-Implementation Assessment and Problem Resolution _____
- 35. Deliverable 34: System Warranty _____
- 36. Deliverable 35: System Maintenance, Support, and System Transition Plan _____
- 37. Deliverable 36: Final System Documentation, Forms, Source Code, Data, and Other Materials _____

Task Related Deliverables Cost _____

Total Cost (Recurring plus Task Related Deliverables) _____

Form C.2

Cost Sheet – Options to Operate and Maintain System

Request for Proposal Number 4539Z1

Deliverable 38: Options to Operate and Maintain System

Bidders must provide line item costs as specified below for each of the five (5) years of optional system operations and maintenance. Bidders should refer to Section IV.D and IV.F (associated Tasks and Deliverables), for a description of the requirements of operating and maintaining the system. For each year, two scenarios are to be bid: Scenario 1 – DHHS houses and operates the servers; and, Scenario 2 – the D&IC houses and operates the servers. Upon contract award, DHHS may elect to exercise all or some of the optional line items for all or some of the optional years.

Scenario 1: DHHS Houses and Operates the Servers

| | Initial Contract Period | Optional Renewal Year 1 | Optional Renewal Year 2 | Optional Renewal Year 3 | Optional Renewal Year 4 | Optional Renewal Year 5 |
|------------------------------------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| Servers & O/S: Hosted, Maintained, and Operated by DHHS | | | | | | |
| Software Maintenance (database, application, client, etc.) | | | | | | |
| Level 1 Help Desk | | | | | | |
| Level 2 Help Desk | | | | | | |

Scenario 2: D&IC Houses and Operates the Servers

| | Initial Contract Period | Optional Renewal Year 1 | Optional Renewal Year 2 | Optional Renewal Year 3 | Optional Renewal Year 4 | Optional Renewal Year 5 |
|------------------------------------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| Servers & O/S: Hosted, Maintained, and Operated by D&IC | | | | | | |
| Software Maintenance (database, application, client, etc.) | | | | | | |
| Level 1 Help Desk | | | | | | |
| Level 2 Help Desk | | | | | | |

Form C.3

Cost Sheet – Options to Extend Warranty Period

Request for Proposal Number 4539Z1

Deliverable 37a: Options to Extend Warranty Period

The D&IC must provide for four (4) one (1) year renewals after the initial warranty period, to be exercised each year at DHHS' option. The first option period, if exercised, would begin the day following the expiration of the initial one (1) year warranty period. If any changes are made to the software application during these warranty periods, the D&IC must provide the following items updated to reflect any and all changes:

1. System source and executable code for the local, state, and central processor WIC applications;
2. Comprehensive materials for use in system training;
3. User and operational manuals; and,
4. Functional and technical design documents.

| | Optional Renewal Year 2 | Optional Renewal Year 3 | Optional Renewal Year 4 | Optional Renewal Year 5 |
|-------------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Option to Extend Warranty Period | | | | |

Form C.4

Cost Sheet – Options for Change Management and Other System Enhancements or Modifications

Request for Proposal Number 4539Z1

The bidder is asked to provide hourly rates for D&IC staff to address both internal and external change management. Internal change management will be handled by DHHS based upon the hourly rates provided. Any external change management subject to MPSC UG approval will then be contracted for, funded by, and conducted under the auspices of the MPSC UG using the hourly rates provided as a baseline for negotiation. Should the MPSC UG change its guidelines concerning the potential modifications and enhancements, it is possible these changes will be funded through this contract according to the prices provided on Forms C.4 and C.5.

| Hourly Billing Rates for Optional System Enhancements or Modifications | Initial Contract Period | Optional Renewal Year 1 | Optional Renewal Year 2 | Optional Renewal Year 3 | Optional Renewal Year 4 | Optional Renewal Year 5 |
|------------------------------------------------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| Business Analyst | | | | | | |
| Programmer Analyst | | | | | | |
| Database Analyst | | | | | | |
| Database Administrator | | | | | | |
| Testing Analyst | | | | | | |

Form C.5

Cost Sheet – Options for DHHS-Specific Modifications and Enhancements

Request for Proposal Number 4539Z1

Deliverable 37b: Optional Software Modifications and Enhancements (if approved by the MPSC UG)

During the extended warranty period, DHHS may request the D&IC to make DHHS-specific enhancements to the existing system deemed necessary or desirable, if approved by the MPSC UG, as described on Form C.5. These changes will be designed, developed, tested and implemented on a mutually agreed-upon schedule. However, the potential modifications and enhancements will not likely be funded via the contract resulting from this solicitation. All such modifications and enhancements will be subject to the approval of MPSC UG. At present, any and all DHHS-specific modifications and enhancements receiving MPSC UG approval will then be contracted for, funded by, and conducted under the auspices of the MPSC UG, using the prices provided on Form C.5 as a guide. Should the MPSC UG change these guidelines, it is possible these changes will be funded through this contract. The D&IC must provide documented test results and updated system documentation prior to implementation of the change. Maintenance required to the system to meet the system and functional requirements approved prior to Subtask 7.3, One-Year Warranty will be covered by the agreed-upon fees for the extended warranty.

| | Cost |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| System must meet DHHS-specific user password requirements/restrictions (including password assignment, reset process, expiration policy, automatic lockout access, etc.) | |
| System must comply with the DHHS desktop management policy | |
| Modify the system to interface with an on-line EBT system | |
| Provide field for Participant Text Message Number | |
| Export /Import Foster Care File | |
| Provide field for check box for Participant Preference for Appointment Notice Contacts (e.g., Phone, Mail, Email, Text Message) | |
| The Family Alerts and Message tabs need to be visible from the WIC Appointment screen in addition to where they appear now (certification, summary screens, etc.) | |
| Support DHHS WIC Program integrity in the area of participant violations and sanctions by providing a check box to extend violations and/or sanctions to all family members | |