

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

RETURN TO:
 State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Phone: 402-471-6500
 Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
RFP 4715Z1	May 23, 2014
OPENING DATE AND TIME	PROCUREMENT CONTACT
June 24, 2014 2:00 p.m. Central Time	Robert Thompson / Connie Heinrichs

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 4715Z1 for the purpose of selecting a qualified contractor to provide Statewide Toll-Free Tobacco Cessation Quitline Services.

Written questions are due no later than June 9, 2014, 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 of the entire proposal. 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 per the schedule of events. 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 for a bidder's proposal to be evaluated.
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.

IMPORTANT NOTICE: Pursuant to § 84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. Any non-proprietary, non-copyrighted information or other information not specifically excluded by § 84-712.05 **WILL BE POSTED FOR PUBLIC VIEWING.**

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 unless otherwise agreed to (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: _____

TABLE OF CONTENTS

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM	i
TABLE OF CONTENTS	ii
GLOSSARY OF TERMS	v
I. SCOPE OF THE REQUEST FOR PROPOSAL	1
A. SCHEDULE OF EVENTS	1
II. PROCUREMENT PROCEDURES	2
A. PROCURING OFFICE AND CONTACT PERSON	2
B. GENERAL INFORMATION	2
C. COMMUNICATION WITH STATE STAFF	2
D. WRITTEN QUESTIONS AND ANSWERS	3
E. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS	3
F. SUBMISSION OF PROPOSALS	4
G. PROPOSAL OPENING	5
H. LATE PROPOSALS	5
I. REJECTION OF PROPOSALS	5
J. EVALUATION OF PROPOSALS	5
K. EVALUATION COMMITTEE	6
L. MANDATORY REQUIREMENTS	6
M. REFERENCE CHECKS	7
N. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS	7
O. VIOLATION OF TERMS AND CONDITIONS	7
III. TERMS AND CONDITIONS	8
A. GENERAL	8
B. AWARD	9
C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION	10
D. PERMITS, REGULATIONS, LAWS	10
E. OWNERSHIP OF INFORMATION AND DATA	11
F. INSURANCE REQUIREMENTS	11
G. COOPERATION WITH OTHER CONTRACTORS	13
H. INDEPENDENT CONTRACTOR	14
I. CONTRACTOR RESPONSIBILITY	14
J. CONTRACTOR PERSONNEL	15
K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION	16
L. CONFLICT OF INTEREST	16
M. PROPOSAL PREPARATION COSTS	17
N. ERRORS AND OMISSIONS	17
O. BEGINNING OF WORK	17
P. ASSIGNMENT BY THE STATE	18
Q. ASSIGNMENT BY THE CONTRACTOR	18
R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL	18
S. GOVERNING LAW	19

T.	ATTORNEY'S FEES	19
U.	ADVERTISING	20
V.	STATE PROPERTY	20
W.	SITE RULES AND REGULATIONS.....	21
X.	NOTIFICATION	21
Y.	EARLY TERMINATION	22
Z.	FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS	23
AA.	BREACH BY CONTRACTOR.....	24
BB.	ASSURANCES BEFORE BREACH	24
CC.	PENALTY	25
DD.	PERFORMANCE BOND	25
EE.	FORCE MAJEURE.....	26
FF.	PROHIBITION AGAINST ADVANCE PAYMENT	26
GG.	PAYMENT	27
HH.	INVOICES	27
II.	AUDIT REQUIREMENTS.....	28
JJ.	TAXES	28
KK.	INSPECTION AND APPROVAL	29
LL.	CHANGES IN SCOPE/CHANGE ORDERS	29
MM.	SEVERABILITY.....	30
NN.	CONFIDENTIALITY.....	30
OO.	PROPRIETARY INFORMATION.....	31
PP.	CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING	31
QQ.	PRICES.....	32
RR.	BEST AND FINAL OFFER	33
SS.	ETHICS IN PUBLIC CONTRACTING	33
TT.	INDEMNIFICATION.....	34
UU.	NEBRASKA TECHNOLOGY ACCESS STANDARDS.....	35
VV.	ANTITRUST	35
WW.	DISASTER RECOVERY/BACK UP PLAN.....	36
XX.	TIME IS OF THE ESSENCE	36
YY.	RECYCLING	37
ZZ.	DRUG POLICY.....	37
AAA.	EMPLOYEE WORK ELIGIBILITY STATUS.....	37
BBB.	CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY.....	38
IV.	PROJECT DESCRIPTION AND SCOPE OF WORK.....	39
A.	PROJECT OVERVIEW	39
B.	PROJECT ENVIRONMENT	40
C.	PROJECT REQUIREMENTS	41
D.	BUSINESS REQUIREMENTS.....	41
E.	SCOPE OF WORK.....	41
F.	TECHNICAL REQUIREMENTS.....	49
G.	PROJECT PLANNINGAND MANAGEMENT	51
H.	EVALUATE CURRENT PROJECT ENVIRONMENT	54
I.	PERFORM IMPLEMENTATION	55
J.	PROVIDE POST IMPLEMENTATION SUPPORT	55
K.	DELIVERABLES	55

V. PROPOSAL INSTRUCTIONS 56

- A. TECHNICAL PROPOSAL SUBMISSION 56**
- B. COST PROPOSAL REQUIREMENTS 59**
- C. PAYMENT SCHEDULE..... 60**

Form A Bidder Contact Sheet..... 61

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

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

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

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

ARO: After Receipt of Order

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): In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

Bid/Proposal: The offer submitted by a vendor in a response to written solicitation.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

Bidder: A vendor who submits an offer bid in response to a written solicitation.

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

Business Day: Any weekday, except State-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

CDC: Center for Disease Control and Prevention.

CDC Best Practices: CDC's Best Practices for Comprehensive Tobacco Control Programs October 2007, as amended.

Cessation Services: Any evidence-based patient intervention aimed at treating and overcoming the physical and psychological aspects of tobacco use and addiction.

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

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

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

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract which includes and is not limited to contract signing, contract amendments, and any necessary legal actions.

Contract Management: The management of day-to-day activities at the agency which includes and is not limited to ensuring receipt of deliverable(s), that specifications are met, handling meetings, and making payments to the contractor.

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract to furnish commodities or services.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses, or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt, and distribute the work.

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 terms and conditions or deliverables within the scope of the written solicitation or contract.

DHHS: Department of Health and Human Services

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

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

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

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

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

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

Installation Date: The date when the procedures described in Installation by Contractor, and Installation by State, as found in the RFP, ITB (written solicitation) or contract are completed.

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

Licensed Software 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.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Shall/Will/Must.

NAQC: North American Quitline Consortium.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing

Nebraska Tobacco Quitline: Nebraska tobacco cessation intervention that currently includes a toll-free telephone based tobacco use cessation program using behavioral coaching/counseling services and a web coach internet-based tobacco use cessation services that is integrated into the telephone-based services.

NQDW: National Quitline Data Warehouse.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

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

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: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Payroll & Financial Center (PFC): Electronic procurement system of record.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the contractor fulfills any and all obligations under the 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-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

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 scheme, program or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

Proposal: See Bid/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 written objection to a proposed award by a vendor to the same written solicitation.

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished 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: The date of public release of the written solicitation to seek offers

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

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

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

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

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

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

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

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

System (see Module): 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 prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

TFN: Tobacco Free Nebraska.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that; (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means, by other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product of service.

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Will: See Shall/Will/Must.

Work Day: See Business Day.

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 4715Z1 for the purpose of selecting a qualified contractor to provide Statewide Toll Free Tobacco Cessation Quitline Services.

A contract resulting from this Request for Proposal will be issued approximately for a period of two (2) years effective the date of award through June 30, 2016. The contract has the option to be renewed for three (3) additional one (1) year periods as mutually agreed upon by all parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: <http://das.nebraska.gov/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	May 23, 2014
2.	Last day to submit written questions	June 9, 2014
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing/rfp.htm	June 11, 2014
4.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	June 24, 2014 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	June 24, 2014
6.	Evaluation period	June 25, 2014 through July 2, 2014
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	To Be Determined
8.	Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing/rfp.htm	July 9, 2014
9.	Performance bond submission	July 18, 2014
10.	Contract award	July 24, 2014
11.	Contractor start date	August 1, 2014

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 / Connie Heinrichs
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

OR

Address: P.O. Box 94847
Lincoln, NE 68509
Telephone: 402-471-6500
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 Statewide Toll-Free Tobacco Cessation Quitline Services at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

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

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

C. COMMUNICATION WITH STATE STAFF

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

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

The following exceptions to these restrictions are permitted:

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

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

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

D. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 4715Z1; Statewide Toll-Free Tobacco Cessation Quitline Services 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 / Connie Heinrichs, showing the total number of pages transmitted, and clearly marked "RFP Number 4715Z1; Statewide Toll-Free Tobacco Cessation Quitline Services Questions".

It is recommended that Bidders submit questions sequentially numbered, include the RFP reference and page number using the following format.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>

Written answers will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing/rfp.htm> on or before the date shown in the Schedule of Events.

E. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

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

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

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

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

F. SUBMISSION OF PROPOSALS

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

To facilitate the proposal evaluation process, one (1) original of the entire proposal should be submitted. 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. 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, 402-471-6500 should be used. The Request for Proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

The Technical and Cost Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal must not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

IMPORTANT NOTICE: Pursuant to § 84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. Any non-proprietary, non-copyrighted information or other information not specifically excluded by § 84-712.05 **WILL BE POSTED FOR PUBLIC VIEWING.**

G. PROPOSAL OPENING

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

H. LATE PROPOSALS

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

I. REJECTION OF PROPOSALS

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

J. EVALUATION OF PROPOSALS

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. 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;
2. Technical Approach; and
3. Cost Proposal.

Nebraska Revised 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 ten (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 ten (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://das.nebraska.gov/materiel/purchasing/rfp.htm> Evaluation criteria will not be released prior to the proposal opening.

K. EVALUATION COMMITTEE

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

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

L. MANDATORY REQUIREMENTS

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

- 1. Request For Proposal For Contractual Services form Signed in ink
- 2. Corporate Overview;
- 3. Technical Approach; and
- 4. Cost Proposal.

M. REFERENCE CHECKS

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

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

N. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders 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.

O. VIOLATION OF TERMS AND CONDITIONS

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

1. Rejection of a bidder's proposal;
2. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

III. TERMS AND CONDITIONS

By signing the “Request for Proposal for Contractual Services” form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to 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, and (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. Bidders should include completed Section III with their proposal response.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed in ink Request for Proposal form and the Contractor’s Proposal;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

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) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor’s Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

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.

IMPORTANT NOTICE: Pursuant to § 84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. Any non-proprietary, non-copyrighted information or other information not specifically excluded by § 84-712.05 **WILL BE POSTED FOR PUBLIC VIEWING.**

B. AWARD

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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/agency-services-procurement-manual/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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents as Additional Insured(s). 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, 1526 K Street, Suite 130, 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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 subcontractor's services, the subcontractor's 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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations, and/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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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

- f. 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; a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
- g. contractor intentionally discloses confidential information;
- h. contractor has or announces it will discontinue support of the deliverable;
- i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract and Federally appropriated funds from the Centers for Disease Control.. 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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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

DD. PERFORMANCE BOND

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

The selected contractor will be required to supply a certified check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the certified check or bond must be \$20,000. The check or bond will guarantee that the selected contractor will faithfully perform all requirements, Terms and Conditions of the contract. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or certified check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

EE. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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

FF. PROHIBITION AGAINST ADVANCE PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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

GG. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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

HH. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. The contractor shall bill the Nebraska Department of Health and Human Services, Tobacco Free Nebraska Program on a monthly basis. The contractor shall provide monthly invoices to TFN, not later than 30 days after the end of each month in which work is performed. Included with the invoice will be the monthly call volume reports as described in Section IV. E. Scope of Work, 8.e. Data Collection and Reporting, letter of this RFP. The terms and conditions included in the contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

II. AUDIT REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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

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

JJ. TAXES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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

KK. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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

LL. CHANGES IN SCOPE/CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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

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

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

MM. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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

NN. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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

It is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

OO. PROPRIETARY INFORMATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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

PP. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

By submission of this proposal, the bidder certifies, that it is the party making the foregoing proposal and 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 the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

QQ. PRICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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

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

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

RR. BEST AND FINAL OFFER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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

SS. ETHICS IN PUBLIC CONTRACTING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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, such as consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

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

TT. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

1. GENERAL

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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

UU. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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.

VV. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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

WW. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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

XX. TIME IS OF THE ESSENCE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

YY. RECYCLING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 Neb. Rev. Stat. §81-15, 159.

ZZ. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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

AAA. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 an 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.

BBB. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

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

A. PROJECT OVERVIEW

The Nebraska Department of Health and Human Services, TFN Program requests proposals for a contract to provide a proactive telephone-based Tobacco Cessation Quitline. The primary target audience for the Quitline is all Nebraskan ages 16 year and over, who smoke cigarettes or use other tobacco products and have shown a readiness to quit. Sub-populations to be addressed include low income individuals, spit tobacco users, pregnant women, Native American populations and other racial and ethnic minority groups that have been identified as having a high prevalence of tobacco use and tobacco caused diseases. The secondary target audience is health care professionals seeking technical assistance and advice on tobacco dependence treatment including Medicaid tobacco cessation benefits. In addition the Quitline is expected to provide materials and support to the family and friends of tobacco users who may call for information and advice on helping a tobacco user quit.

1. PURPOSE

The purpose of this initiative is to establish one contract to implement a statewide, no-charge to the caller, and convenient telephone-based tobacco use cessation Quitline to assist tobacco users in quitting. Services will be based on the recommendations contained in the Center for Disease Control and Prevention's Telephone Quitlines: A Resource for Development, Implementation, and Evaluation, the Community Preventive Services Task Force recommendations (<http://www.thecommunityguide.com/tobacco>), the U.S. Public Health Service Clinical Practice Guideline on Treating Tobacco Use and Dependence (<http://www.surgeongeneral.gov/tobacco>) and the North American Quitline Consortium Minimal Data Set (NDS) offering a standard approach to evaluating tobacco cessation Quitline (www.naquitline.org)

As appropriate to each individual's readiness to quit, the Quitline will provide assessment, proactive (counselor-initiated) follow-up counseling, screening and recommendations related to the use of support materials and /or referrals to community based cessation programs.

Based on the Centers for Disease Control and Prevention's (CDC) "Best Practices for Comprehensive Tobacco Control Programs", the Nebraska State Plan for Tobacco use Prevention and Cessation indicates that simultaneous comprehensive approaches in prevention, cessation, and protection are necessary to effectively reduce the harm caused by tobacco use and achieve the following goals:

- a.** Prevent the initiation of tobacco use among youth
- b.** Promote quitting among youth and adults
- c.** Eliminate exposure to secondhand smoke
- d.** Identify and eliminate the disparities related tobacco use and its effects among different population groups.

2. The Quitline will provide support to virtually all of the other tobacco control initiatives in Nebraska in the following ways:

- a.** Providing a foundation of service that is provided at no charge to the user and available for all Nebraskans who wish to quit using tobacco products.

- b. Encouraging health care professionals to address tobacco use with their patients, by providing a practical and accessible resource that supports their intervention.
- c. Serving as an incentive for insurers and employers to make tobacco dependence treatment a fully covered benefit, so more Nebraskans will have access to counseling and other effective treatments.
- d. Serving as a resource for public or voluntary policies that may serve to encourage tobacco users to quit.

B. PROJECT ENVIRONMENT

Tobacco use remains Nebraska's leading cause of preventable deaths, killing an estimated 2,300 Nebraskans each year – more than auto accidents, AIDS, suicides, murders, alcohol and illegal drugs combined. Tobacco costs our state a total of \$592 million annually in medical costs including \$134 million of Nebraska's annual Medicaid expenditures. Smoking related mortality also results in over \$506 million in lost productivity each year in the state.

The adult population of the State of Nebraska, based on the 2010 census is approximately 1,371,000. Based on the smoking rate report in the 2011 Behavioral Risk Factor Survey of 20%, there are an estimated 276,000 adult tobacco smokers in the state. Please note this figure only includes smokers, not smokeless tobacco users. Over the last three years, the Nebraska Tobacco Quitline's average call volume per year has been approximately 3,400. This number includes tobacco users, proxy callers, health professionals and general public. Approximately 85-90% of those callers are tobacco users.

Based on the Nebraska Behavior Risk Factor Survey 2011, 56% or approximately 154,560 smokers stopped smoking for one day or longer because they were trying to quit smoking in the past 12 months.

1. CEREMONIAL USE OF TOBACCO IN AMERICAN INDIAN CULTURE

Tobacco Free Nebraska acknowledges the spiritual and ceremonial value that tobacco has in American Indian culture. The phrases such as 'tobacco-free', 'tobacco user prevention', 'tobacco control' mentioned in this document refer to commercially-produced tobacco products and non-ceremonial use of tobacco.

2. QUITLINE MEDIA CAMPAIGNS

The TFN program and its media staff or contractor will coordinate the development and implementation of the media campaign to promote the Quitline to the general public. The TFN program and/or the TFN media staff or contractor will provide as much advance notice as possible to the contractor about media campaigns and media events. Every attempt will be made to provide all paid media campaign activities to the contractor. Every effort will be made to provide similar notice on earned media activities; however, it may not be possible to provide advanced notice on earned media activities, particularly those conducted at the community level.

3. PROMOTION TO HEALTHCARE SYSTEMS

TFN will be responsible for promoting the Quitline throughout the healthcare delivery system.

4. QUALITY ASSURANCE, QUALITY IMPROVEMENT

TFN may periodically make "secret shopper" calls to verify service quality and will provide feedback to the Quitline on the results of those calls to facilitate quality improvement. If calls are made, TFN will provide the Quitline with the identifying

information for each “secret shopper” and the Quitline will assure that the calls are removed from the data reports, evaluation database, and invoice.

C. PROJECT REQUIREMENTS

The contractor will be responsible for providing a proactive statewide toll free tobacco cessation telephone counseling Quitline accessible to all Nebraska residents 16 years and older. The purpose of the contract is to assure that Nebraska has a contract in place as part of the National Network of Quitlines. Nebraska will promote the 1-800-Quit-Now number as the avenue to promote the contractor’s services. A pro-active Quitline responds to incoming calls with immediate “reactive” assistance and follows-up initial contact with more comprehensive services throughout-bound (proactive) calls. The contractor’s telephone cessation services shall include intake, assessment, disposition, treatment and follow-up and must follow evidence-based practices and principles of motivational interviewing.

D. BUSINESS REQUIREMENTS

This RFP is open to private for profit, non-profit and government agencies with experience in the delivery of tobacco cessation services, specifically with successful experience in the delivery of telephone cessation counseling services.

1. Must be a covered entity and in full compliance with the Health Insurance Portability and Accountability Act (HIPAA) regulations which may include entering into business associate agreement to facilitate transfer of data.
2. Contractor must comply with providing quarterly reports to meet the requirements of the CDC Office of Smoking and Health National Quitline Data Warehouse Quitline Services Survey and the Tips Campaign monthly data.
3. No contractor, or any proposed subcontractors, can have a current, or within the past five years, a contract of affiliation with tobacco companies. In addition, the winning contractor, or any proposed subcontractor may not accept tobacco industry business (contract or affiliation) for the duration of this contract.
4. Contractor should have experience working with State Health Department and/or State Tobacco Control programs on tobacco cessation interventions.
5. Bidder must provide three (3) letters of recommendation from client organizations. Recommendation letters must be on organization letterhead and signed by the client.
6. Contractor must use the Minimal Data Set questionnaire developed by the NAQC.
7. Contractor must be a member of NAQC.
8. Contractor must have experience in tobacco cessation, experience in serving diverse clients, and awareness/participation in national Quitline consortium efforts.
9. Contractor must be readily available during normal business hours, by telephone and email throughout the course of this contract.
10. Contractor is prohibited from using any funds paid through this contract for any direct contact with state legislators or their staff for purposes of influencing any legislative policies or funding decisions.

The contractor selected through this RFP will work in close collaboration with the NDHHS/TFN staff and the TFN media contractor to coordinate/adjust cessation media campaign efforts to assure call volume and contractor staffing capacity mesh to every degree possible.

E. SCOPE OF WORK

The contractor will implement at no-charge to the caller, convenient telephone-based tobacco use cessation Quitline to assist Nebraskans with quitting smoking or using other tobacco products. As appropriate to each individual’s readiness to quit, the Quitline will provide screening, assessment, proactive counseling, support materials and referrals to community

based cessation programs when and if community programs are available. Additional services to be provided include web-based coaching services and mobile applications (apps). The Quitline will provide services in the following areas:

1. Provide screening of all callers to determine the services desired. Screening of tobacco users must include, but is not limited to , the Minimal Data Set questions as recommended by the NAQC, and obtaining permission of the tobacco user to be contacted for follow-up.
2. Provide information to callers, tobacco users and non-users, on tobacco dependence and its treatment, the dangers of secondhand smoke and other tobacco-related information. Information may include advice for family and friends on helping a tobacco user quit, and providing appropriate support through a quit attempt.
3. Provide a simple, no-cost point of access to services to assist tobacco users, in quitting by providing screening and assessment of readiness to quit, counseling and advice, support materials, information on the U.S. Public Health Service recommendations on the use of pharmacological cessation aids and referral to community-based services as appropriate.
4. For callers who are ready to quit, the Quitline will assist the caller to develop a personalized quit plan, provide comprehensive, proactive, phone-based behavioral counseling to interested clients, linkage with available health plan coverage for tobacco dependence treatment, and/or referral to community-based services, if desired and available. If client shows interest in Web-based coaching, contractor will provide that service.
5. For healthcare professionals, the Quitline will provide technical assistance and consultation on a variety of effective tobacco dependence treatment issues. Topics may include up-to-date information about Nicotine Replacement Therapy (NRT), referrals to the Quitline, FAX Referral programs (Medicaid FAX Referral Program), implementation of in-office procedures following the Public Health Service Clinical Practice Guidelines on Treating Tobacco Use and Dependence, complicated patient case management issues, and community-based tobacco cessation programs.
6. Provide information and support to the family and friends of tobacco users who may request assistance in motivating and helping their loved one quit tobacco.
7. Provide Quitline services that are culturally and linguistically appropriate for the following specific populations:
 - a. Medicaid beneficiaries
 - b. Uninsured/Low Socioeconomic Status
 - c. Pregnant women
 - d. Senior adults
 - e. Smokeless tobacco users
 - f. American Indians
 - g. African Americans
 - h. Hispanic/Latinos
 - i. Spanish speaking callers
 - j. Deaf and hard of Hearing
 - k. Callers with mental health or substance abuse disorders
 - l. Teens
 - m. Other limited English speaking populations
8. Facilitate effective evaluation of the Quitline by working collaboratively with TFN. Quitline evaluation will be conducted by the contractor to verify tobacco use status and measure client satisfaction. Follow-up evaluation and client satisfaction calls may be

made to a random sample of callers meeting evaluation criteria after the receipt of services, at 7 and 13 months.

9. The following performance standards for the Nebraska Tobacco Quitline must be addressed in all proposals :

a. SYSTEM CAPABILITY

- i. The contractor must assure core functionality to provide qualified personnel, facilities and equipment necessary to provide a toll-free telephone, fax and web-based services.
- ii. The system must be able to handle multiple, simultaneous incoming and out-going calls with multi-lingual capability through a language assistance line. Systems must offer a strong scalable communications server, automatic call distribution functionality, real-time monitoring of overall activity as well as individual calls, collection, analysis and reporting of data, and telephonic integration allowing information exchange between voice and data systems. At a minimum, the system must be able to track during and outside of hours of operation, "hits to the line", abandonment rates, wait times, length of call. The system must also be able to record all calls for quality assurance purposes.
- iii. Although DHHS TFN prefers that callers receive a "live" (human) answer rather than navigating an automated answering system, it is understood that automated answering systems are commonly used by most Quitline service providers. If an automated answering system is used, the caller must not be required to select more than two options prior to speaking with a registration specialist or other staff person.
- iv. Bidder must have capacity to meet Nebraska's Medicaid FAX Referral process.
- v. Office space must accommodate administrative, counseling and support staff and confidential records as well as sufficient telephone lines, telephones and computer hardware. A TDD line must be available to provide services to the hearing impaired.
- vi. The Contractor must utilize the Nebraska Tobacco Quitline's fax referral system which allows health care professionals to fax a referral to the Quitline toll-free, so that the Quitline may proactively contact a tobacco user to initiate services. With client permission, follow-up information will be provided by the Quitline to the referring health care professional.
- vii. The Contractor must be capable of identifying callers who may be eligible for Quitline services through a health plan, employer, or other resource and if such eligibility is determined, the Contractor must facilitate a warm transfer of those callers to the Quitline service for which they are eligible, and no charge to DHHS TFN for the Quitline services received.
- viii. The Contractor must provide web-based services as an enhancement to the telephone-based services provided and/or as a stand-alone web-based tobacco cessation program. TFN prefers a system in which participants will be able to register for telephone-based and web-based services through the Internet.
- ix. Contractor must provide quarterly reports (Appendix D) and data for the National Quitline Data Warehouse reporting guidelines in conjunction with TFN.

- x. The contractor must work with the TFN Program to assure transfer of the Quitline telephone number, the fax referral telephone number, and must be willing to transfer both telephone numbers back to TFN in the event that a subsequent contractor is utilized in the future.
- xi. The contractor must work with the TFN to determine the best option for coordination with the National Quitline Consortium and any other Quitline or support resources that may be available to Nebraskans during this contract period.

b. HOURS OF OPERATION

- i. The contractor must assure a system infrastructure to provide live response for 24 hours a day seven days a week, Monday through Sunday.
- ii. Peak times for calls must be continuously monitored, and hours of live staffing shall be modified accordingly to meet peak volume times. Volume must be assessed during live hours of coverage, and as needed in collaboration with media events.
- iii. Operation is not required for Thanksgiving Day, and Christmas Day, however coverage is expected for other holidays, especially New Year's Day. Early closure at 2:00 p.m. on Christmas Eve, and 5:00 pm on New Year's Eve, is acceptable. Holiday coverage may be revised by mutual agreement after the first year of the contract and completion of a call volume analysis.

c. CALL STANDARDS

Contractors should strive to achieve the following performance measures to assess the incoming call center capability:

- i. 90% of calls received during operation hours to the Nebraska Tobacco Quitline shall receive a live response.
- ii. The average live answer speed shall be within 30 seconds.
- iii. Less than 5% abandonment for calls waiting greater than 30 seconds following the initial client queue message.
- iv. 100% of self-help materials shall be sent within one day of registration.
- v. 95% of voicemail messages shall be initiated for return within one day.
- vi. 70-80% of callers interested in speaking with a Quitline Specialist shall be transferred directly after completing registration. The remaining 20 to 30% will be contacted within the time frame that the participant requests.
- vii. The Contractor will reach, or document an attempt to reach, 90% multiple call participants during their established appointment time for all intervention calls.
- viii. Contractor must attempt to contact all fax referrals within 24 hours of receiving.
- ix. 70% of multiple call participants will receive a time-sensitive quit date call within 48 hours of their quit date.

d. MANAGEMENT AND STAFFING

- i. The Contractor must provide a single point of contact (account representative) for communications between the Contractor and TFN.

- ii. The Contractor must develop a staffing plan that will provide live call response and counseling for 24 hours, seven days a week by trained behavioral health specialists, preferably staff with bachelor's or master's degrees in social work, psychology, or other behavioral health fields with a minimum of two years of counseling experience.
- iii. The Contractor must assure a ratio of at least one supervisor to every 10 to 15 counselors, and provide adequate orientation and ongoing training for all staff. Training must include cultural competency in working with American Indians, African Americans, Hispanic/Latino, and pregnant women.
- iv. The Contractor must have a clinical and/or medical director available to provide technical assistance and oversight as needed.
- v. If any staff members are allowed to work from home, the Contractor must have a plan for assuring adequate supervision and training of home-based workers.
- vi. The Contractor must work with Tobacco Free Nebraska to manage the funds available under this contract in the event that demand begins to exceed the available budget.

e. DATA COLLECTION AND REPORTING

- i. The Contractor must submit monthly, quarterly and annual reports (Appendix D) to TFN to track use of the Quitline, as well as caller participation levels and progress. A computerized tracking system to document Quitline activity must be able to accurately tabulate discrete individuals, services provided, caller demographics and other characteristics including all referrals into and out of the system. The system must be able to produce reports on the types and amounts of services provided per caller, call patterns by time of day, day of week and month, and estimates of costs by types of service provided.
- ii. The Contractor must submit quarterly reports (Appendix D) to TFN to comply with the National Quitline Data Warehouse Survey.
- iii. The Contractor must be able to collect data that measures the performance of the contractor in terms of waiting time for callers, volume of calls received during times when a live answer is not available, abandonment rates, and accuracy of counseling information given by the staff.
- iv. The Contractor must collect required data elements. Data collection and reporting requirements may change throughout the life of the contract upon mutual agreement of TFN and the Contractor.
- v. The Contractor must submit an electronic copy of the monthly report to TFN in order to receive payment for the reporting period. Quarterly reports and an annual Summary of standardized reports that provide aggregate data by county must also be submitted in the same manner.
- vi. Contractor must work with the TFN or a designated evaluator to facilitate follow-up research evaluation to determine quit rates and customer satisfaction. This may involve data use agreements for the purpose of HIPPA compliance, and may involve the contractor's seeking the client's permission to participate in a follow-up study.
- vii. The TFN is the joint owner of the client database. Client data from the Nebraska Tobacco Quitline may not be used by the contractor for any

purpose other than the provision of Quitline services without prior written approval of TFN.

f. SERVICE DELIVERY PROTOCOL

The Quitline must provide the following services using a consistent, systematic and research-based protocol:

- i. Screen all callers and provide general information to callers requesting it;
 - ii. Provide information to non-tobacco callers calling on behalf of friends or relatives who use tobacco;
 - iii. Assess caller's tobacco use history and readiness to quit using tobacco products.
 - iv. As appropriate, review tobacco treatment benefits including Medicaid provided by caller's third-party payer and facilitate linking the caller to the benefit.
 - v. For callers ready to quit:
 - a) Provide an immediate counseling intervention with a Quitline specialist, for effective quitting.
 - b) Review U.S. Public Health Service recommendations on the use of pharmacological cessation aids, and refer callers to their physicians or other health care professionals as needed.
 - c) Mail self-help materials,
 - d) Offer an opportunity to receive up to 5 proactive follow-up behavioral counseling sessions based on the caller's need for the service.
-
- 1). The Contractor must provide comprehensive proactive counseling support initiated by the Quitline cessation specialists to callers who are ready to quit and agree to counseling. The counseling must be based on protocols that research in randomized clinical trials has demonstrated to be effective in providing support and assistance in helping people successfully quit tobacco use and prevent relapse.
 - 2). The Contractor must strive to assure that callers enrolled in the intensive program are assigned a counselor who will follow-up with the caller through each of their subsequent sessions. In the event of staff turnover, illness, client availability for the sessions, or other events that would prohibit the same counselor from following-up with a caller, the caller should be informed of the circumstances and offered an alternative.
 - 3). The Contractor must strive to schedule the proactive follow-up counseling sessions as appointments with the caller at a specific date and time, or a specific date and range of time within which the session might be scheduled.

- vi. Collaborate with TFN or TFN evaluation staff to facilitate follow-up evaluation at 7 and 13 months to verify tobacco use status and client satisfaction.
- vii. For tobacco users who are not interested in receiving follow-up proactive counseling, offer encouragement to call the Quitline again for assistance as needed.
- viii. Provide to tobacco users who are not ready to quit tobacco use,
 - a) Appropriate motivational messages to promote effective quitting.
 - b) Send self-help or other appropriate materials and
 - c) Encourage them to call back when they are ready to quit.
- ix. Provide information to family or friends of tobacco users who may be calling for information on how to support someone through a quit attempt.

Protocols for all counseling interventions, both initial and follow-up, must be based on research showing effectiveness inducing behavior change utilizing motivational interviewing and a cognitive-behavioral approach to treating tobacco use. All protocols will require review and approval by TFN. Protocols must be revised as needed, to keep pace with research on effective telephone-based tobacco dependence treatment interventions.

g. TECHNICAL ASSISTANCE FOR HEALTHCARE PROFESSIONALS

The Contractor must provide technical assistance and advice to health-care professionals who call the Quitline. Topics should include, but not be limited to, up-to-date information and recommendations based on the PHS Clinical Practice Guidelines on Treating Tobacco Use and Dependence with regard to the use of pharmacotherapies, implementation of in-office procedures to address tobacco use, recording of intervention on Electronic Health Records, tobacco dependence treatment with special populations, and effective in-office or community-based tobacco cessation interventions including the 5A's: Ask, Advise, Assess, Assist & Arrange or 2A's and a R: Ask, Advise and Refer.

h. REFERRAL DATABASE AND FEEDBACK

- i. The Contractor must work with TFN to operate and maintain a computerized, quarterly updated referral resource database of available cessation services other than the Quitline.
- ii. The database must provide sufficient information to match callers to resources by location, type of cessation service, the time services are available, and costs associated with participation or materials, and specialized services for target populations.

i. SUPPORT MATERIALS

- i. The Contractor must develop or use existing cessation support materials that address self-help cessation techniques for tobacco users. Tailored materials must be made available for smokeless tobacco users, pregnant women, youth and Native American callers. If such materials are not yet available through the Contractor, the TFN Program will work with the contractor to develop the materials.

- ii. Materials are required to meet low literacy level needs, utilize pictures and graphics extensively and be available in English and Spanish, at a minimum. Materials may be required in additional languages if call volume or other analysis by either the contractor or TFN indicated the need. Information on secondhand smoke and other tobacco-related educational materials will also be appropriately mailed to callers.
- iii. TFN approval of all materials is required. After the contract is awarded, the contractor, TFN and the TFN Media staff will review the costs and benefit analysis of placing the TFN logo on any of the contractor's proprietary printed materials.

j. QUITLINE MEDIA CAMPAIGNS

- i. The Contractor must provide sufficient staffing in order to meet increased demand. The contractor must collaborate with TFN and/or TFN media staff or contractor to assure effective coordination of media promotion and Quitline services.

k. PROMOTION TO HEALTHCARE SYSTEMS

- i. The Contractor will collaborate with TFN in updating and utilizing promotional materials that will be disseminated by TFN to healthcare professionals and systems. The Contractor will collaborate with TFN to assure effective coordination of promotion to healthcare professionals and Quitline services.
- ii. Each year the Contractor may also participate in presentations at up to two state conference/training programs identified by the Tobacco Free Nebraska Program to educate and inform health care professionals, administrators, insurers, and purchasers about the Quitline and promote the systems change recommendations contained in the U.S. Public Health Service Clinical Practice Guideline, Treating Tobacco Use and Dependence.
- iii. The Contractor must provide technical assistance to TFN regarding the development and utilization of a fax referral system as a way to increase the number of health care providers who refer patients to the Quitline.

l. QUALITY ASSURANCE, QUALITY IMPROVEMENT

- i. The Contractor must follow a comprehensive quality improvement plan. The quality improvement plan must describe the procedures, standards, and measures to be used to ensure quality. It must also discuss how the organization's performance in the various areas of quality assurance is to be reported, how the reported data should be interpreted, and how that information will be used not only to maintain the quality of services, but to improve them as well.

m. SURVEILLANCE AND EVALUATION

- i.** The Contractor must collect sufficient data and provide data analysis to implement a quality assurance and evaluation plan. This plan must address the operation and staffing of the Quitline. The plan must also include collaboration with TFN or a designated evaluation contractor to facilitate an evaluator contacting callers to assess caller satisfaction and the quality and effectiveness of the services and referrals. Monthly call volume and quarterly reports for the National Quitline Data Warehouse Survey, and an annual summary report, including Quitline usage and trends and a brief narrative analysis, must be provided to TFN.
- ii.** The client database will be provided to the Tobacco Free Nebraska program and designated evaluation coordinator monthly and quarterly in the format determined by the evaluation coordinator/contractor. The Contractor and evaluation coordinator will develop a secure, confidential, efficient means of transferring the database as needed in order to conduct evaluation.
- iii.** The term “quit” as it relates to this contract shall be fully defined by 7 and 13 month follow-up when the client is contacted to determine smoking/tobacco use status within the past week. This will be divided by the total of individuals who have received at least one counseling session to determine quit rates. The inability to follow-up or locate an individual is not considered a “quit” for the purpose of these contract reporting requirements. Any reference to “quit rates” in the proposal must be calculated using an intent-to-treat analysis. Quit rates utilizing other types of analyses may be included in addition to the intent-to-treat analysis rates; however, the applicant must clearly articulate how the rates were calculated See Appendix C. Quit rates will be calculated by treatment type.

F. TECHNICAL REQUIREMENTS

1. Description of Counseling System

- a.** Describe proposed protocols for the first contact during live hours.
- b.** Describe proposed protocols to triage the caller’s need for services.
- c.** Describe proposed protocols to assess a tobacco user’s readiness to quit. For the caller ready to quit, detail how the following will be provided.

 - i.** Registration for services
 - ii.** Initial counseling for successful quitting
 - iii.** Provision of self-help materials or other resources
 - iv.** Assessment of caller’s interest in proactive cessation counseling
 - v.** Assessment of caller’s insurance status including Medicaid and Medicare and feedback to the caller about the availability of tobacco dependence treatment coverage through their health insurance.
 - vi.** Describe how comprehensive, proactive follow-up cessation counseling will be provided. Provide evidence that counseling is based on protocols that research in randomized trials has demonstrated to be

effective in supporting people as they cease the use of tobacco products and in preventing relapse.

2. Describe any unique protocols for each of the following specific populations:
 - a. Medicaid eligible
 - b. Uninsured
 - c. Pregnant women
 - d. Senior adults
 - e. Spit tobacco users
 - f. Behavioral Health tobacco users
 - g. Diverse ethnic, racial and cultural minorities, particularly Native Americans
3. Describe how services will be provided to callers with limited English proficiency.
4. Describe the protocols for how callers will receive information on pharmacological cessation therapies, even though these therapies will not be provided via the Quitline
5. Provide recommendations for managing the funds available under this contract should call volume exceed, or not meet expectations.
6. Describe how insured callers will be linked to their health care system to access a tobacco dependence treatment benefit, if available, or to their healthcare professional for prescription cessation aids or other medical follow-up as appropriate.
7. Describe protocols for referral to community-based services.
8. Describe web-based coaching services included in this project and made available to all Nebraska tobacco users. Bidders must describe how they have:
 - a. Developed, and customized information for the web coaching process and
 - b. Developed or created mobile applications (apps).
9. It is important that Nebraska callers feel that when they reach the Nebraska Tobacco Quitline, they have found meaningful help, and that the Quitline staff will go the extra mile to assure that their needs are met-whether for information and referral, immediate counseling assistance, linkage to a health care professional or health plan for tobacco dependence treatment benefits, or just reassurance that this is a difficult and important step and the Quitline's professional staff are capable of facilitating them through a quit process that will lead to success. Describe how your organization will assure that this quality is conveyed in each call when dealing with Nebraska callers and provide examples.
 - a. Provide two audio copies of calls/counseling sessions on either CD_ROM, or DVD format for each of the following call types (for a total of six (6) recorded sessions).
 - i. Initial call and registration for services
 - ii. Initial counseling/assessment call
 - iii. Follow-up counseling call

Audio copies of actual calls are preferred; however, a role-played session is acceptable. Please indicate whether the recordings provided are actual sessions or role-played calls.

10. Technical Assistance for Health Care Professionals
 - a. Describe how the Quitline will provide technical assistance and consultation to TFN staff working with health care professionals on a variety of effective tobacco dependence treatment issues.
 - b. Describe the medical director's role in working with the Quitline staff and health care professionals to resolve complex issues.

11. Support Materials
 - a. Describe what resource materials are available for, or will be developed and will be provided to:
 - i. Proxy callers
 - ii. Health care professionals
 - iii. Tobacco users, not ready to quit
 - iv. Tobacco users, ready to quit but not interested in ongoing counseling
 - v. Specific populations (e.g. racial and ethnic minority groups, Mental Illness, and rural populations).
 - b. Provide copies of all self-help and other support materials listed in Section F. 2. a-g. Clearly label the materials to indicate the intended audience.

12. Quit line Promotion
 - a. Describe how the Quitline will work with TFN to respond to calls generated as a result of paid media promotion, earned media promotion, and promotion through health systems.
 - b. Describe how the Contractor can assist TFN and Tobacco Free Nebraska's media staff or contractor to assure effective coordination with media promotion, promotion to health care professionals, and other tobacco control activities in Nebraska.

13. Evaluation and Research
 - a. Describe how the Quitline will collaborate with TFN and any of Tobacco Free Nebraska's contract evaluators to facilitate evaluation of the quality and effectiveness of services and referrals.
 - b. Describe how the client database will be provided to TFN monthly and quarterly, in the form and measures determined by TFN and National Quitline Data Warehouse, to assure, confidential, efficient means of transferring the database as needed in order to conduct evaluation. Include a plan to address HIPAA requirements as necessary to assure that the TFN or its evaluation contractor has full access to the client database.
 - c. Describe opportunities for Nebraskans to engage in Quitline-related research in conjunction with other states or other Quitline clients.

G. PROJECT PLANNING AND MANAGEMENT

The proposal must detail the respondent's familiarity and experience with this type of service contract and demonstrated ability to serve Nebraska's needs for services associated with these activities. The respondent must detail its familiarity and ability to provide quality service, meeting industry and government guidelines.

1. DESCRIPTION OF EXPERIENCE

- a.** Describe demonstrated successful experience in managing a telephone-based tobacco cessation Quitline, including the provision of screening, assessment, proactive counseling, support materials referrals to community-based cessation services, and web-based coaching.
- b.** Describe quit rates and satisfaction rates achieved for a state Quitline as similar in size and scope to Nebraska as possible. Include quit rates for multiple call participants receiving counseling only and those receiving counseling plus nicotine replacement therapy (NRT) and other cessation medications through the Medicaid Program. Provide both responder rates and an intent-to-treat quit rates at 7 and 13 months follow-up. See Appendix C for a more complete description of quit rates and related information requested, including definitions for responder and intent-to-treat rates.
- c.** Describe experience in collaborating with the healthcare delivery system to promote effective tobacco dependence treatment and other effective tobacco policies or initiatives.
- d.** Describe specific experience working with each of the following specific populations, and how that experience will be a benefit to Nebraska callers:
 - i.** Medicaid eligible
 - ii.** Uninsured
 - iii.** Pregnant women
 - iv.** Senior adults
 - v.** Smokeless tobacco users
 - vi.** American Indians
 - vii.** African Americans
 - viii.** Hispanic/Latinos
 - ix.** Teens
 - x.** Callers with mental health or substance abuse disorders

2. BUSINESS OPERATION REQUIREMENT

- a.** Describe technical system capacity, including personnel, facilities and equipment available to provide a toll-free telephone service capable of handling multiple, simultaneous in-coming and out-going calls with multi-lingual capability, including a TDD line. The call center must provide a live answer during the “live” response hours of operation. Automated answering systems may only be used when Quitline personnel are unavailable.
- b.** Describe the office environment and the organization’s capability to accommodate staff, records, telephone lines, computer hardware, and other operations.
- c.** Describe how and when the applicant will notify and coordinate with the National 1-800 Quit-Now Number to assure calls to that number are routed to you as the provider for Nebraska.
- d.** Describe service availability for screening and initial counseling, including “live” response hours of operation per week, during the days and times specified in Section E. of this Request for Proposal. Include description of how peak times for calls will be monitored and staffing modified to meet peak volume times.
- e.** Describe how call standards listed in Section E. will be monitored and achieved, and provide evidence of current call standard levels.

- f. Describe holiday coverage, and how calls will be handled outside “live” hour coverage.
- g. Describe how a regularly updated referral resource database of community services will be operated in collaboration with the Tobacco Free Nebraska Program.
- h. Provide an assessment of your organization’s strengths and weaknesses in addressing the scope of work described in this Request for Proposal.

3. STAFFING QUALIFICATION

- a. Describe the management and organizational structure of the Quitline. (Include an organizational chart)
- b. Describe key job responsibilities, staff job descriptions and corresponding FTEs to carry out proposed work (information for each staff member not to exceed one page). Provide resumes of all key personnel, including the Chief Executive Officer, chief Financial Officer, Medical director and other key management and supervisory staff.
- c. Contractor must have Spanish speaking counselor/coaches on staff.
- d. Provide the name and resume of the person who will serve as Nebraska’s account representative, including a job description and description of their experience and qualifications in providing such services. Please list the other accounts for which the individual will be responsible in addition to Nebraska.
- e. Describe the minimum qualifications of registration staff, Quitline specialists, and supervisory staff, and the ratio of supervisors to registration staff and Quitline specialists.
- f. Describe how all staff responding to Quitline calls will be qualified and trained to address issues related to tobacco dependence, including the use of motivational interviewing, proactive tobacco cessation counseling, pharmacological cessation therapies, and treatment for specific populations such as those listed in this document. Describe how staff will be trained when new techniques or methods are identified or protocols evolve.
- g. If any staff members are allowed to work from home, describe the process for allowing staff to work from home, and how the staff are supervised and trained.
- h. Provide a summary of orientation and continuing education protocols in the appendices.
- i. Describe how the applicant organization will adjust staffing and management to accommodate the anticipated call volume from the Nebraska Tobacco Quitline. Include a description of the methods used to project staffing needs and how the times of extraordinarily high call volumes are to be handled.
- j. Describe how the applicant organization handled or would have handled the increase in call volume as a result of the 2012 CDC Tips Campaign. Include a description of how this increase in call volume impacted registration rates and subsequent contact rates, and what extra measures were taken to assure that tobacco users were provided with an intervention.
- k. Describe the process for managing the funds available under this contract in the event that demand begins to exceed the available budget.

4. DATA COLLECTION AND REPORTING

- a. Describe the applicant organization’s computerized tracking system to document Quitline activity, including the ability to tabulate discrete individuals,

services provided, call patterns, caller demographics, and the analysis and reporting of data on a monthly, quarterly, and annual basis.

- b. Describe precautions to ensure that files and programs can be re-created in the event of loss by any cause, including plan to safeguard data files (frequency of back-up copies, storage location, methodology for restoring from backup copies when activity has been processed in the interim.)
- c. Describe systems to ensure confidentiality of caller records.
- d. Describe how data will be collected and provided on a monthly, quarterly and annual basis for data analysis to implement a quality assurance and an evaluation plan.
- e. Provide a sample of the monthly report, with definitions of each item contained in the report.
- f. Provide an affirmation that TFN is the sole owner of the client database and that client data from the Nebraska Tobacco Quitline will not be used by the Contractor for any purpose other than the provision of Quitline services, administrative and management analysis for operational improvement, benchmarking, or similar activities without prior written approval of TFN.
- g. Describe the organization's current process for issuing a Notice of Privacy Practices and obtaining permission from participants to be contacted for evaluation.

5. QUALITY ASSURANCE, QUALITY IMPROVEMENT

- a. Describe the mechanism by which current, science-based, high quality services are maintained, such as use of a Scientific Panel or Advisory Board. Provide a list of Advisory Board members, if applicable.
- b. Describe the quality assurance plan as it relates to both Quitline operations and clinical service delivery. Provide a sample of a service performance report.
- c. Describe how the Quitline will address complaints internally, as well as the types of complaints that will be expected to be addressed by TFN and the process by which such calls will be referred to TFN for follow-up, while maintaining participant privacy under HIPAA.
- d. The Tobacco Free Nebraska program may routinely make "secret shopper" calls to verify service quality. Describe how the Quitline will address issues that are identified as a result of "secret shopper" calls and provide a least one example of a quality improvement measure taken as a result of "secret shopper" feedback or other situations in which problems were identified by a state or commercial client.

6. WORK PLAN AND TIMELINE

- a. Provide a detailed work plan including a timeline of activities to guide the implementation of the Quitline from date of award to "go live" date. Indicate responsible party, milestones and specific date estimates. Include a narrative description of the individual items or the timeline as a whole, as needed. Subsequent work plans may be developed in collaboration with TFN when protocols change or other service adjustments are needed.

H. EVALUATE CURRENT PROJECT ENVIRONMENT

The DHHS Tobacco Free Nebraska staff is committed to providing any information, data and background on the program to assist the contractor in the implementation of the statewide tobacco cessation Quitline. Currently the DHHS Tobacco Free Nebraska program utilizes the

1-800-Quit-Now number and plans to continue to use the number for promotional campaigns as part of this contract.

I. PERFORM IMPLEMENTATION

The successful bidder will be expected to implement the accepted plans in full. However, the successful contractor will not be granted an exclusive contract. The State reserves the right to retain additional services if necessary during the contract term.

J. PROVIDE POST IMPLEMENTATION SUPPORT

Tobacco Free Nebraska will provide throughout the two year grant, support and assistance to the Contractor leading to success of the Nebraska Tobacco Quitline and success for Nebraskans quitting smoking and smokeless tobacco.

K. DELIVERABLES

1. REGISTRATION

Completed registration of tobacco users, family or friends, and providers who request information only, materials only, or counseling. Registration may take place via telephone, fax or web.

2. COACHING/COUNSELING SERVICES

Single Call or Call 1 or Multiple call program: Completed single intervention call or the first call of the multiple call program by a Quitline Specialist.

3. PROACTIVE CALLS IN THE MULTIPLE CALL PROGRAM

Completed scheduled intervention calls made proactively by a Quitline Specialist to participants enrolled in the multiple call program.

4. AD HOC CALLS

Completed unscheduled calls received by participants enrolled in the multiple call program.

5. PROGRAM DEVELOPMENT

Start-up costs and/or costs associated with protocol revisions, materials development, research costs, or other items necessary to meet a request by TSET which result in a unique service offering.

As necessary throughout the course of the contract costs associated with each Program Development item shall be provided in a detailed budget with narrative budget justification and agreed to in writing by both parties.

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 SUBMISSION

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

1. "State of Nebraska Request For Proposal For Contractual Services" Form, SIGNED in ink
2. Corporate Overview; and
3. 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 unless otherwise agreed to 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. 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 five (5) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder 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.

3. TECHNICAL APPROACH

The technical approach section of the Technical Proposal must consist of the following subsections:

- a. Understanding of the project requirements;
- b. Proposed development approach;
- c. Technical considerations;
- d. Detailed project work plan; and
- e. Deliverables and due dates.

B. COST PROPOSAL REQUIREMENTS

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

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those described below.

1. PRICING SUMMARY

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

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

2. PRICES

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

C. PAYMENT SCHEDULE

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

Form A

Bidder Contact Sheet

Request for Proposal Number 4715Z1

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:	