

**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 4877 Z1	December 31, 2014
OPENING DATE AND TIME	PROCUREMENT CONTACT
April 23, 2015 2:00 p.m. Central Time	Michelle Thompson / Jennifer Crouse

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, State Purchasing Bureau, is issuing this Request for Proposal, RFP Number 4877 Z1 for the purpose of selecting a qualified contractor to provide management and administration to the State's online information Portal.

Written questions for the first round of questions are due no later than February 3, 2015. Written questions for the second round of questions are due no later than February 27, 2015. Questions should be submitted via e-mail to as.materielpurchasing@nebraska.gov or may be sent by facsimile to (402) 471-2089.

A Pre-Proposal Conference with optional attendance will be held on Tuesday, February 24, 2015 at 2:00 PM Central Standard Time.

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 Bureau 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.html>
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 Neb. Rev. Stat. §84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

Contractor hereby grants permission to the State of Nebraska and/or its agencies to reprint or republish any and all copyrighted documents related to Contractor's response to this Request for Proposal, and any and all figures, illustrations, photographs, charts, and other supplementary material on a website accessible by the public pursuant to Neb. Rev. Stat. §84-602. This waiver does not apply to proprietary information properly submitted in a separate sealed, package clearly marked "Proprietary."

Contractor represents and warrants that the contents of this response to Request for Proposal and all figures, illustrations, photographs, charts, and other supplementary material herein are original and do not libel anyone or infringe upon any patent, copyright, proprietary right, or any other right whatsoever of any other party. Contractor represents and warrants that Contractor has full power and authority to execute this Copyright Release and to grant the State of Nebraska and/or its agencies the right granted herein.

Contractor agrees to indemnify, defend, and hold harmless the State of Nebraska and/or its agencies against any and all claims, suits, and/or judgments, including costs, expenses, damages, and reasonable legal fees based upon and arising from Contractor's violation of the rights of others and/or by reason of a breach of any of the foregoing warranties.

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 that bidder maintains a drug free work place environment.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat §73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

____ **NEBRASKA CONTRACTOR AFFIDAVIT:** Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

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

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

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GLOSSARY OF TERMS

Not every term listed below may be applicable to this RFP.

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/Addenda: 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.

Application: A hosted service provided by the Contractor (see Appendix A, Part 2 for a list of current applications).

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.

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.

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 for Services: Any contract that directly engages the time or effort of an independent contractor whose purpose is to perform an identifiable task, study, or report rather than to furnish an end item of supply, goods, equipment, or material.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, 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.

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.

Customer: The State of Nebraska, Agencies, Boards, Commissions, private individuals, and private entities who use the system for services or to get information.

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.

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

Evaluation: 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.

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).

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".

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.

Mandatory/Must: Required, compulsory, or obligatory.

Margin Service: A for-fee service for which the NSRB receives a portion of the Portal fee.

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.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

Nebraska Information Technology Commission (NITC): The NITC is a nine-member, governor-appointed commission chaired by Lt. Governor. The Commission promotes the use of information technology in education, health care, economic development and all levels of government service. Their mission is to make the State of Nebraska's information technology infrastructure more accessible and responsive to the needs of its citizens, regardless of location, while making investments in government, education, health care and other services more efficient and cost effective.

Nebraska State Records Board (NSRB): The governing body given authority over Portal operations pursuant to Neb. Rev. Stat. 84-1204.

No Margin Service: A for-fee service for which the NSRB receives no portion of the Portal fee.

OCIO: Office of the Chief Information Officer

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.

Partner: A state, county or local government agency of Nebraska that is a data providing/collecting entity with which electronic communication is desired.

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.

Portal: The State's centralized electronic information system by which public records or electronic information and services are provided using electronic access.

Portal Fee: Fee imposed on customer/user for online searches and transactions or for purchase of large data files containing multiple records.

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/Grievance: A complaint about a governmental action or decision related to an Invitation to Bid or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

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 wishes to attend.

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

Release Date: 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: All application software, documentation, and source code used in operating the Portal which is developed by Contractor or its affiliates and used pursuant to this contract.

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

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

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

State, The State: When capitalized, State/the State refers to the State of Nebraska and Nebraska State Records Board and any other state agency.

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.

Third Party Software: Software or documentation created by third parties (other than Contractor or its portal affiliates) and purchased by or licensed to Contractor.

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.

Uniform Commercial Code: UCC

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.

Vendor Performance Report: A report issued to the vendor/contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the vendor/contractor regarding any such report. The vendor performance report will become a part of the permanent record for the vendor/contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

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, State Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 4877 Z1 for the purpose of selecting a qualified contractor to provide management and administration of the State's online information Portal.

A contract resulting from this Request for Proposal will be issued approximately for a period of three (3) years effective the date of award. The contract has the option to be renewed for two (2) 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.html>

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	December 31, 2014
2.	Last day to submit written questions for the first round of questions	February 3, 2015
3.	State responds to first round of written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	February 17, 2015
4.	Last day to submit "Notification of Intent to Attend Pre-Proposal Conference"	February 20, 2015
5.	Optional Pre-Proposal Conference Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	February 24, 2015 2:00 PM Central Time
6.	Last day to submit written questions for the second round of questions after Pre-Proposal Conference	February 27, 2015
7.	State responds to second round of written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	March 13, 2015
8.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	April 23, 2015 2:00 PM Central Time
9.	Review for conformance of mandatory requirements	April 23, 2015
10.	Evaluation period	April 27, 2015 – May 18, 2015
11.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	June 3, 2015 – June 9, 2015
12.	Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	June 17, 2014
13.	Contract finalization period	June 17, 2015 – August 18, 2015

ACTIVITY		DATE/TIME
14.	Public Notice	August 19, 2015 – September 18, 2015
15.	Contract award	September 19, 2015
16.	Contractor start date	TBD

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: Michelle Thompson / Jennifer Crouse
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 management and administration of the State's online information Portal 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.

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 AND EVALUATORS

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. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this RFP.

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

The following exceptions to these restrictions are permitted:

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

3. state staff and/or contractor staff present at the Pre-Proposal Conference when recognized by the State Purchasing Bureau staff facilitating the meeting for the purpose of addressing questions; and
4. 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 4877 Z1; Online information Portal 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 Michelle Thompson / Jennifer Crouse, showing the total number of pages transmitted, and clearly marked "RFP Number 4877 Z1; Online information Portal Questions".

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

Question Number	RFP Section Reference	RFP Page Number	Question

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

E. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on the date, time, and location shown in the Schedule of Events. Attendance at the pre-proposal conference is optional in order to submit a proposal. Bidders will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the Request for Proposal requirements. The State will make every reasonable attempt to answer those questions before the end of the conference. Bidders attending the pre-proposal meeting may submit further questions in writing for questions which the bidder requires an official written response as shown in the Schedule of Events.

Written answers to written questions along with a list of conference attendees will be provided through an addendum to be posted on the Internet at <http://www.das.nebraska.gov/materiel/purchasing.html> on or before the date shown in the Schedule of Events. Verbal responses provided during the pre-proposal meeting shall not be binding on the State of Nebraska.

1. NOTIFICATION OF INTENT TO ATTEND PRE-PROPOSAL CONFERENCE

Notification of attendance should be submitted to the State Purchasing Bureau via e-mail (as.materielpurchasing@nebraska.gov), facsimile (402-471-2089), hand delivery or US mail by the date shown in the Schedule of Events. Potential bidders should

utilize the "Notification of Intent to Attend Pre-Proposal Conference" (see Form B) that accompanies this document to the contact person shown on the cover page of the Request for Proposal Form. This form should be filled out in its entirety and returned no later than the date shown in the Schedule of Events.

F. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical 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 Proposal. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

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

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

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

G. SUBMISSION OF PROPOSALS

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

To facilitate the proposal evaluation process, one (1) original 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.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING**.

The Technical Proposal should be presented on standard 8 ½" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

H. PROPOSAL OPENING

The sealed proposals will be publicly opened and the bidding entities announced on the date, time, and location shown in the Schedule of Events. Proposals will be available for viewing by those present 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.

I. LATE PROPOSALS

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

J. REJECTION OF PROPOSALS

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

K. EVALUATION OF PROPOSALS

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

1. 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; and

2. Technical Approach.

Neb. Rev. Stat. §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 so indicated on the RFP cover page under "Bidder must complete the following" 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.html>. Evaluation criteria will not be released prior to the proposal opening.

L. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee(s). The 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.

Any contact, or attempted contact, with an evaluator that is involved with this RFP may result in the rejection of this proposal and further administrative actions may be taken.

M. MANDATORY REQUIREMENTS

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

1. Request for Proposal For Contractual Services form, signed in ink;
2. Corporate Overview; and
3. Technical Approach.

N. REFERENCE CHECKS

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

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: 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.

O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders should 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 ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing; or in the case of a sole proprietorship, provide written documentation of sole proprietorship. This must be accomplished prior to the award of the contract. Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

P. VIOLATION OF TERMS AND CONDITIONS

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

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

III. TERMS AND CONDITIONS

By signing the “Request for Proposal for Contractual Services” form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions 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)	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 Request for Proposal form and the Contractor’s Proposal, signed in ink
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.

B. AWARD

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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, in whole 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.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at: http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf

Any protests must be filed by a vendor within ten (10) business 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)	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, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, 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)	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)	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)	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. The contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. 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 contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as 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.

Errors & Omissions/Professional Liability Insurance, in an amount not less than \$10,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, in an amount not less than \$10,000,000 and payable whether incurred by State or Contractor, including but not limited to notification costs and regulatory defense, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for State or on behalf of State hereunder. This policy shall contain an affirmative coverage grant for contingent bodily

injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided. If a sub-limit applies to any elements of coverage, the certificate of insurance evidencing the coverage above must specify the coverage section and the amount of the sub-limit. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of 2 years thereafter for services completed during the term of the agreement. State shall be given at least 30 days' notice of the cancellation or expiration of the aforementioned insurance for any reason.

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	\$10,000 any one person
Errors & Omissions	\$10,000,000 per claim
Errors & Omissions Annual Aggregate	\$10,000,000
Employment Dishonesty/Crime	\$500,000 per loss

c. COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage	\$1,000,000 combined single limit
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d. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance	\$10,000,000 per occurrence
Over Primary Insurance Aggregate	\$10,000,000

e. SUBROGRATION WAIVER

“Waiver of Subrogation on the Worker’s Compensation in favor of the State of Nebraska.”

f. LIABILITY WAIVER

“The State of Nebraska, Certificate holder, is an additionally insured, primary & noncontributory on the General Liability.”

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 at 402-471-2089 (fax)

Administrative Services
 State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, NE 68508

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)	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)	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)	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)	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.

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

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

The contractor shall not knowingly, 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 during the term of this Contract and for a period of one (1) year following the award of the contract.

L. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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)	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)	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)	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)	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)	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)	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, mandatory requirements, or applicable state or federal laws or statutes. "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)	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)	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)	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)	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)	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)	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) calendar 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)	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 thirty (30) calendar 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 termination the contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
 - g. contractor intentionally discloses confidential information;
 - h. contractor has or announces it will discontinue support of the deliverable;
 - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
 - j. contractor engaged in collusion or ones actions which could have provided contractor an unfair advantage in obtaining this contract.
 - k. Upon dissolution of Contractor or forfeiture of its corporate existence without the creation or assignment of a successor business entity assuming the obligations of this contract with the approval of the State; or insolvency or bankruptcy of Contractor
 - l. If, due to the actions of Contractor, there is a substantial cessation of services provided through the Portal by Contractor for more than three (3) consecutive

calendar days, the State shall notify Contractor of any substantial cessation of Portal services within 24 hours of recognizing such cessation. The three (3) calendar days shall run from the time of cessation as long as the notification is provided as required in this subsection; If the cessation is due to force majeure or circumstances beyond the control of the Contractor, the State shall not be entitled to exercise its right to terminate. The determination of whether the loss of functionality is due to force majeure or to circumstances beyond the control of the Contractor shall be made by State in good faith and by finding of fact in writing. If either party is dissatisfied with the State's decision, then that party may, as its sole remedy, file a claim in accordance with the State Contract Claims Act and proceed thereunder without objection to the jurisdiction of the State Claims Board as provided in the Contract Claims Act. The parties agree that, with respect to any claim adjudicated under the State Contract Claims Act, the claim will be deemed to have accrued when the State has issued its determination under this Contract.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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. 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) calendar 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)	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) calendar 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)	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. ADMINISTRATION – CONTRACT TERMINATION

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

1. All records, data and information created, developed, derived, maintained or stored by contractor pursuant to this contract are property of the State, to include but not limited to: the provisions of service, participant and data processing documents, invoices, reports and any of the State's information or documentation containing such information. Bidder must provide confirmation that upon contract termination or expiration all State records, data and information shall become the property of the State of Nebraska and shall be provided to the State of Nebraska at no additional cost to the State and in a format determined by State or agreed to by both parties.
2. Bidder must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days.

DD. PENALTY

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

If there is a loss of the functionality of one (1) or more hosted services provided by Contractor (“Applications”) on the Portal, Contractor shall immediately restore the functionality of the Application(s) on the Portal within two (2) hours during peak usage periods which are 7:00am to 7:00pm Central Time each day, except state recognized holidays, and within three (3) hours during off peak periods, 7:00pm to 7:00am Central Time each day and all holidays observed by the State of Nebraska.

In the event the loss of functionality of any Application(s) is attributable to a defect in the system or the Application(s) due to the acts or negligence of Contractor, Contractor shall pay a penalty of two thousand dollars (\$2,000) per hour for each hour an Application is not fully functional after the time periods set out above; if, however the State determines such non-functionality is caused by reasons other than the acts or negligence of Contractor, Contractor shall not be subject to this penalty.

The penalty shall not exceed the sum of Twenty Thousand Dollars (\$20,000) per occurrence and not per application. Loss of functionality might occur in several applications due to one error in code; any penalty would be determined by the length of time required to return all functionality rather than the number of applications affected. Ex: During peak hours, 5 applications become unavailable and full functionality is restored after 4 hours, the penalty would be \$4,000 (Penalty begins after the allowed 2 hours for restoration of functionality, so 2 hours beyond those allowed at \$2000 per hour).

The determination of loss of functionality shall be made by the State and such determination shall be final.

EE. PERFORMANCE BOND

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

The selected contractor will be required to supply 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 bond must be \$500,000.00. The 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 bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

FF. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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.

GG. PROHIBITION AGAINST ADVANCE PAYMENT

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

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

HH. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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.

II. INVOICES

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

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the contractor’s invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or 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.

JJ. RIGHT TO AUDIT

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

1. All Contractor’s books, records, and documents relating to work performed or monies received and paid under the Contract shall be subject to inspection and audit by the State Auditor of Public Accounts 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 contract termination or expiration including any extensions or optional renewal periods, or until all issues related to an audit, litigation or other action are resolved, whichever is longer.

2. All financial records shall be maintained in accordance with generally accepted accounting principles, and the audit performed hereunder shall be conducted in accordance with generally accepted accounting principles. The financial audit performed pursuant to this section shall be performed by an appropriately accredited auditor chosen by the state. Contractor shall pay all costs associated with such audit.

3. Contractor shall maintain an accounting system which includes a numbered chart of accounts, books or original entry of all transactions, appropriate subsidiary ledgers, a general ledger which includes to-date posting and an audit trail through financial statements. Such books may either be maintained on paper or on computer with appropriate backup. Contractor shall adopt the calendar year ending December 31 for reporting purposes.

4. All Contractor's documents and records relating to electronic payment transactions made to the Contractor pursuant to this contract shall be available for inspection and auditing.
5. The Contractor shall agree that it will be liable for correction of any State audit exceptions and any associated costs and penalties arising from the State audit and shall return to the State all payments made under the Contract which are directly related to an exception or which have been disallowed because of such an exception. The State shall be liable to Contractor for correction of any State audit exceptions arising from a State Audit and shall return to the Contractor all portions of payments made under the Contract which are determined by such audit to be an overpayment by the Contractor, or make such payments to the Contractor if there is determined by such audit to be an underpayment by the State. The Contractor shall agree to correct immediately any material weakness or condition discovered in the course of an audit. Notwithstanding the foregoing, the Contractor may dispute in good faith any audit exception, and will be obligated to make disputed payments until such dispute is resolved by the parties.
6. Contractor shall, on an annual basis, provide an audited financial statement of Contractor to the State, such audited financial statement shall include disclosure of annual amounts of the parent company's (if any) corporate overhead allocation to Contractor, and the categories of expense that comprise said allocation, including, among others, the following services: executive and operations management, technical consultation, security support, human resources, accounting support, legal support and payroll processing. The parent company (if any) must allocate the cost of such services based upon an allocation methodology that fairly allocates amounts based upon benefits received.
7. To the extent the financial audit report provided by Contractor discloses any discrepancies in the Contractor charges, billings, or financial records, and following a period for review and verification by Contractor, Contractor will adjust the next monthly bill as soon as reasonably possible, but not to exceed ninety (90) days from the time of notification of the Contractor of any discrepancies. Contractor shall cooperate to assure that verification is completed in a timely manner.
8. The State may request copies of the Software for purposes of inspection and audit.

KK. TAXES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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.

LL. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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.

MM. CHANGES IN SCOPE/CHANGE ORDERS

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

The State may, upon the written agreement of contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the contractor to make corrections, 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 shall be determined in accordance with applicable unit prices if any, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification.

Changes or additions to the contract beyond the scope of the RFP are not permitted.

NN. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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.

OO. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law and sign general and specific confidentiality and privacy statements to protect confidential data.

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.

PP. PROPRIETARY INFORMATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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, and provide supporting documents showing why such documents should be marked proprietary.** 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.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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.

RR. STATEMENT OF NON-COLLUSION

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

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; contractor of materials,

supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

SS. PRICES

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

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

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

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

TT. BEST AND FINAL OFFER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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.

UU. ETHICS IN PUBLIC CONTRACTING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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, employee or evaluator 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 or any evaluator.

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

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

VV. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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 Software without the State's prior written consent, which consent may be withheld for any reason.

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

3. PERSONNEL

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

WW. NEBRASKA TECHNOLOGY ACCESS STANDARDS

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

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will 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.

XX. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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.

YY. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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 this contract in the event of a disaster.

ZZ. TIME IS OF THE ESSENCE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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.

AAA. RECYCLING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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.

BBB. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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.

CCC. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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 <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the Request for Proposal response.

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

DDD. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	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.

Contractor, by signature to this RFP, certifies that contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

EEE. POLITICAL SUB-DIVISIONS

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

The contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. §81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

FFF. ADDITIONAL GUARANTOR

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

The State may, in an instance where the contractor is a wholly owned subsidiary of a parent corporation or other business entity, require the parent or controlling corporation or other business entity to provide company financial statements as described in Section V (A) (2) (b) of this RFP and cosign as a guarantor of performance on the contract or any service agreement executed in conjunction with and incorporated into this RFP.

G.G. OFFICE OF PUBLIC COUNSEL

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

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract and shall not apply if Contractor is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq.

HHH. LONG-TERM CARE OMBUDSMAN

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

If it is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq., Contractor shall comply with the Act. This section shall survive the termination 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 State of Nebraska is soliciting proposals for a contractor to manage and administer Nebraska.gov, the State's online information Portal as described herein which operates under the governance of the State.

The State of Nebraska has made significant progress in the development of a centralized portal that makes government more accessible to the citizens and businesses of Nebraska. In addition to providing ease of access to public information, more and more activities that previously required manual research and trips to State offices during business hours are now available 24 hours a day, 7 days a week via the internet. The State desires to not only continue this trend, but to develop innovative ways to better serve the public in a more efficient, cost-effective manner.

The purpose of the Portal and a resulting Contract may be summarized as follows:

1. To provide a significantly expanded and aggressively enhanced public service to the citizens and businesses of Nebraska by (1) increasing accessibility to, and collection of, public information and other useful information and services through various means, including electronic means, and (2) promoting economic development by increasing ease of access to, and collection of, public information and other useful information, and by promoting the sharing of information.
2. To provide such public service without increasing the tax burden on the citizens of Nebraska, through use of private capital and management and appropriate payment for the same.
3. To assist the State of Nebraska in achieving the goals related to electronic access to public information and services enumerated in the e-government strategic plan of the Nebraska Information Technology Commission.

This RFP is unique in that part of what is being requested is fairly well defined, a continuation and enhancement of the services being provided through the Portal by the current Contractor. However, what the State anticipates will differentiate the Bidders on this RFP is focused in two areas: the innovations and the efficiencies the successor Contractor can bring to the State.

The area of efficiency is fairly unambiguous; in the current economic climate, the State is looking for a Contractor that can do more with less. This can be accomplished not only by streamlined, more efficient operations, but also by leveraging organizational strengths from previous industry or government experience. The State is looking not only for a Contractor to manage the Portal, but also to bring to the table skills, applications, tools, and experience leveraged from other areas in their organization or previous engagements.

The State is also looking for innovation; for a Contractor that can "think outside the box" and show initiative in bringing in new ideas, technologies, and functionality to the State. This RFP is unconventional in that the final definition of the "scope" is what is to be proposed by the Bidder. While it is a requirement that the current activities of the Portal and the current Contractor be maintained, it is up to the successor Contractor to propose what additional activities and enhancements will be included as part of that scope. The following sections identify both the required existing activities and areas that the State wishes to explore.

B. LEGAL AUTHORITY

The legal authority to issue this RFP is governed by the Records Management Act Neb. Rev. Stat. §§ 84-1201 to 84-1227 as described herein which operates under the governance of the State. The most pertinent section of the paragraph is listed below from the following link:

http://nebraskalegislature.gov/laws/search_range_statute.php?begin_section=84-1201&end_section=84-1227

Section 84-1205 (2) The network manager shall provide the infrastructure and services needed to implement and operate the portal and shall direct and supervise the day-to-day operations and expansion of the portal. The network manager shall (a) attend meetings of the board, (b) keep a record of all portal operations, which shall be the property of the board, (c) maintain and be the custodian of all financial and operational records, and (d) annually update and revise the business plan for the portal in consultation with and under the direction of the board.

C. NEBRASKA STATE RECORDS BOARD

The Nebraska State Records Board, hereafter NSRB or the Board oversees and manages electronic access to state government information. This includes the authority to contract with a Portal manager for state government information and the authority to set reasonable fees for access to records. The Board assists the Secretary of State, who serves as the State Records Administrator, in developing policies and procedures for state and local government records management and retention. The Board sponsors a grant program for state and local government agencies for the development of programs and technology to improve electronic access to government information and services. The Secretary of State serves as Chairman of the 12-member Board. Other members are the Governor, Attorney General, State Auditor, State Treasurer, Director of Administrative Services or their designees, as well as representatives of the general public, banking industry, insurance industry, legal profession, media and libraries.

The NSRB shall review and approve all material issues relating to oversight of the Portal. This will include, but not be limited to:

1. Review and approval of development/implementation priorities;
2. Review and approval of all charges to the Portal users;
3. Review and approval of service level agreements;
4. Review of annual operating reports, customer satisfaction surveys, and performance measures of the Portal; and
5. Approval of all strategic policies governing the Portal.

D. E-GOVERNMENT STRATEGIC PLAN

The Nebraska Information Technology Commission (NITC) has adopted the State's most recent version of its e-government strategic plan.

1. The three goals for e-government are:
 - a. Government-to-Citizen and Government-to-Business. Anyone needing to do business with state government will be able to go to the State's website, easily find the information or service they need, and if they desire, complete all appropriate transactions electronically. Areas to be addressed include citizen

portal enhancement, business portal enhancements, education portal, and forms automation.

- b. Government-to-Government. State agencies will improve services and increase the efficiency and effectiveness of government operations through collaboration, communication, and data sharing between government agencies at all levels.
- c. Government-to-Employee and Internal Operations. Agencies will examine internal operations to determine cost-effective e-government applications and solutions. The purpose of these efforts is to improve efficiency and effectiveness by replacing manual operations with automated techniques.

2. The e-government principles guiding the state are:

- a. E-government should be considered a continuous process of using technology to serve citizens and improve agency operations;
- b. Internet technologies create new opportunities for major change, including self-service, integration of information and services, and elimination of time, distance, and availability of staff as constraints to providing information and services;
- c. Agencies have responsibility for performing statutory functions, which means that agency directors must retain ownership of data, responsibility over the use of information technology, and prioritization of projects within the agency to achieve the greatest benefit;
- d. Cooperation is critical to achieving the goals of e-government, in order to integrate information and services and allow the easy exchange of information;
- e. An enterprise approach is essential to e-government, including the topics of accessibility for disabled persons, architecture, directories, funding, portal, privacy, security, and other issues; and
- f. E-government is defined as the use of technology to enhance information sharing, service delivery, constituency and client participation, and governance by transforming internal and external relationships.

E. CURRENT OPERATIONAL ENVIRONMENT

Nebraska.gov is the registered name of the State of Nebraska's home page for internet access to government information and services (the Portal). The Portal is an information and communication system created to provide equal electronic access for the citizens and businesses across Nebraska, to state, county, local government, and other public information. As a State of Nebraska information service, the Portal operates under the authority of the State and all Portal operations, including policies, services, and regulations, are governed by the State.

The State of Nebraska has registered the following domain names as the state's official home page:

- 1. www.nol.org

2. www.ne.gov
3. www.nebraska.gov

Most of the information and services available through the Portal are free to the user. Some information and services are subject to statutory fees. There are two ways to access for-fee Portal services: a pay-as-you-go method and through subscription services.

The current Contractor offers subscription services for users who want to access selected information that has commercial value. Currently, a subscriber to the Portal pays an annual fee; which is waived for state agency subscribers. Subscribers with extremely large amounts of data can take advantage of high-speed electronic batch processing. Subscribers requesting these services transmit files to the Contractor electronically. These files are then processed and sent back to the subscriber where the processed file can be downloaded at the subscriber's convenience. Batch programming is in place to check files for errors, improve turnaround time, and reduce administrative costs. The subscriber is billed monthly, instead of by transaction, further reducing administrative costs.

Certain state records, such as driver's license records, Uniform Commercial Code (UCC) records, and corporate records, are assessed a transaction or record search fee. All fees are approved by the State. The fees are clearly identified on the Portal menu.

Depending on the need, the role of the Contractor includes training, technical assistance, website development, application development, and integration with Partner-owned databases.

As the Contractor for the State of Nebraska's official site, the Contractor does not develop the content for the site. The job of the Contractor is to provide the easiest, most convenient way for citizens to arrive at information and services offered and maintained by the Partners. The Contractor is involved in development of many interactive services, but they remain under the control and direction of the sponsoring Partner. Content on Partner websites remains the Partner's responsibility.

All of the data used by the current Contractor for the Portal is stored by the Partner as the database of record. In a small number of applications, Partners upload current information to their respective online applications offered through the Contractor. Users update this information and the updated information is returned to the Partner on a scheduled basis.

All users can access the Portal 24 hours a day, 7 days a week. Each subscriber receives a user manual and access to toll free technical support. Different levels of customer support are available 24 hours a day, 7 days a week.

The current Contractor offers a number of customer service and help desk options for both Partner and users of Contractor services, including providing adequate full-time staff whose primary responsibility is to address user and Partner support issues. The Contractor customer service help desk includes a toll-free number for users to call for support assistance during regular business hours, 8:00 A.M. to 6:00 P.M. Central Time. Contact information is provided on all online application pages. The Contractor customer service representatives field all payment inquiries from all users.

Contractor also offers online live help 24 hours per day. This service allows users to contact a live help representative online at any time of the day or night. The service is staffed by the

current Contractor's representatives during regular business hours with afterhours support provided in cooperation with the Nebraska Office of the Chief Information Officer (OCIO).

Contractor staff monitors and responds to users via a number of contact media options, including in-person service. The Contractor also provides after hours technical service, and all services are proactively monitored 24/7.

Contractor customer support representatives also respond to online survey comments, webmaster questions, and idea box submissions which are posted by online users. The support staff answers or directs the e-mail to the appropriate Partner or Contractor staff member.

F. FUNDING

1. CURRENT FUNDING

The Portal is primarily funded through transaction fee-based revenues. The original funding strategy was based on the premise that the Portal must be self-funding. The primary sources of transaction fee revenues are derived from several high-volume applications, including driver's license information, court information through the Judicial User System to Improve Court Efficiency (JUSTICE) system, and UCC information. Other transaction fee revenue comes from a variety of lower-volume interactive services. In addition to transaction fee-based revenues, other sources of funding are available to support the Portal, including State grants, as well as time and materials type work, and subscriber fees. See Appendix B for details on revenue (Part 2) and transaction volume (Part 1). Funding sources and history are shown for illustrative purposes only; the State does not guarantee future revenue.

Portal fees consist of Margin Services fees and No Margin Services fees; Margin Services and No Margin Services are shown in Appendix B Part 2. Individual service level agreements document each Portal fee and the Partner, Contractor, and State portions of the Portal fee as determined by each Partner and the current Contractor and approved by the State for each application. The service level agreement template is included as Appendix C.

Contractor payment for services is the sum of subscription fees and the Contractor's portion of the Portal fees based on the service level agreements. The State's portion of the Portal fee will be allocated by State to improve the Portal and State e-government services as they direct, and may or may not be made available to Contractor for future projects.

The Contractor is responsible for the maintenance and enhancement of the current services identified in Appendix A Part 2, all required activities as described in this RFP, and the additional services proposed by the Bidder in response to this RFP, and all other expenses related to the operation of the Portal.

The amounts received by the Contractor as payment for services for the past four (4) years are shown in Appendix B Part 2.

The revenues described above must cover all of the Contractor's operational expenses, including: staffing and operational overhead; investments in hardware, software, or other technology; programming and research and development costs.

Detailed revenue sources for the past four (4) years of the Portal's operations are included in Appendix B.

2. FUNDING FOR CONTRACT PERIOD COVERED BY THIS RFP

The underlying funding principles remain unchanged and support the following goals:

- a. The Portal must remain self-funding.
- b. In the current economic climate, the State wants to encourage the Contractor to run as efficient an operation as possible. In addition, the State also wants to encourage the Contractor to continue to enhance the Portal and to identify additional opportunities for development and revenue generation.
- c. The Portal fees, and Contractor payment amount are not guaranteed and will be determined by Portal fees collected in any given year
- d. The State also wants to encourage development of new revenue and non-revenue generating services. The State is committed to working with the Contractor to help identify additional development opportunities, assist Partners in deciding when to implement fees for services, and is open to consideration of incentive plans that would encourage the Contractor to develop non-revenue services.
- e. Most of the information and services available through the Portal are free to the user. Some information and services are subject to statutory fees. There are two ways to access for-fee Portal services: a pay-as-you-go method and through subscription services.. Currently, a subscriber to the Portal who wants to access selected information that has commercial value pays an annual fee, which is waived for state agency subscribers...

G. REGULATION OF RATES BY STATE

All charges to Portal users are subject to, after mutual agreement between Contractor and Partner, the final approval of rates by the NSRB. NSRB's final approval of rates is made based on fairness, reasonableness, and appropriateness. In establishing such Portal prices Contractor and NSRB may consider the following factors:

1. The need to reward innovation and efficiency in Portal management.
2. A commitment to the public policy requirement to provide electronic access to public record or electronic transactions with the public at the most reasonable prices possible.
3. That the prices to be charged may be adjusted to permit funding of special projects and enhancement of public service.
4. The fact that some public records may already be provided electronically by the State.
5. The entrepreneurial and start-up nature of the business and attendant risk of capital for Contractor and the need for them to realize an acceptable rate of return.
6. The need to invest in expansion of and improvement in the Portal and its information services.
7. The need to comply with Legislative requirements.
8. Any other reasonable factor which in the opinion of NSRB should be considered.

Such rates are subject to periodic review and adjustment by NSRB, in conformance with the appropriate Reissue Revised Statutes of Nebraska. Recommendations for amended rates may be made by Contractor or NSRB as deemed necessary or desirable. Each subscriber is

entitled to a maximum number of users per subscription fee as approved by NSRB. These fees may be reduced at the discretion of Contractor as an inducement to further increase the number of subscribers and with the intent of increasing the overall billed usage of the Portal. NSRB may increase the initial or the annual renewal subscription fees provided there is appropriate justification. In the event that Partner fees are reduced or increased as result of legislation or administrative changes, such reductions or increases shall be passed on directly to subscribers and users of the Portal unless otherwise mutually approved in writing by NSRB and Contractor.

All subscribers are required to execute a contract for services. Contractor shall be authorized to execute such contracts on behalf of NSRB using the basic form. The basic form shall be approved by NSRB prior to any execution by Contractor or any subscriber.

H. PAST ACCOMPLISHMENTS

Every two years the Center for Digital Government and Government Technology Magazine conducts a comprehensive study of digital government in all 50 states. Beginning in 2010, grades were given based on quantifiable results in better serving citizens and streamlining operations:

Category	2010 Grade	2012 Grade
Survey Grades	B-	B+

In addition to the survey results above, the Portal was a 2012 and 2013 finalist (top 10 designations among states) in the Center for Digital Government’s “Best of the Web” rankings. In addition, the Digital Government Achievement Awards (DGAA) recognizes outstanding agency and department Web sites and projects at the application and infrastructure level. The Nebraska Agencies receiving this award in the Government-to-Citizen category:

1. 2010 Honorable Mention: The Nebraska Judicial Branch Internet Payment system
2. 2011 Winner: Nebraska ClickDMV
3. 2013 Winner: The Department of Motor Vehicles Handicap Parking Permit Application and Management System.

While the State of Nebraska’s e-government goals are not necessarily always the same as those achievements recognized by the Center for Digital Government’s survey criteria, the surveys are nevertheless a good gauge of the State’s e-government progress and achievements relative to other states

Copies of the Digital State Survey reports are available at: <http://www.govtech.com/cdg/digital-government-achievement/>.

I. SCOPE OF WORK

The Portal currently consists of the following general elements, the administration of which will be assumed by the awarded Contractor:

1. The primary State of Nebraska web Portal, consisting of a home page, second and third level pages, links to a wide range of state, local, and federal government information and services, and site-wide search capability, both fee and non-fee applications, including but not limited to;

- a. 382 software applications that support online processes such as database searches, filing processes and license/permit renewals (see Appendix A Part 2);
 - b. Website hosting for 76 state agencies, 41 counties, 1 city, and 3 statewide associations (see Appendix A Part 1);
2. Administrative systems to support various accounts: billing, accounts receivable, and accounts payable, including online and electronic payment processing capabilities;
3. Enhanced search engine capabilities and organization to navigate and search the Portal that allows users to easily find services and content.
4. Hardware, software, and networks necessary to support all of the above.

Support and maintenance of the Portal by the Contractor includes the following general responsibilities:

5. Maintaining the Portal websites, including the primary and secondary portals. Tasks include regular testing for broken links and accessibility compliance; installing regular updates and periodic enhancements; performing regular backups and storage in compliance with state records retention requirements.
6. Maintaining software applications in production. Tasks include troubleshooting and problem resolution, installing updates and enhancements based on Partner specifications; performing regular backups and offsite storage.
7. Supporting agency, county, and association websites, including troubleshooting and problem resolution; providing design and architecture assistance; performing regular backups and offsite storage;
8. Responding to requests for technical, customer, and user support. Tasks include responding to a wide range of telephone and e-mail requests for assistance.
9. Administration of the technical infrastructure. Tasks include general work necessary to keep the Portal systems and applications operating and secure, security administration and authentication, and disaster recovery.
10. General administration. Tasks include management of customer accounts; billing for, collecting, and transferring statutory fees for certain services; financial and audit reporting to the State; annual business plan development; project and general reporting to the State.
11. Marketing and Project Management. Tasks include working with statewide associations to promote new and existing services; interacting with appropriate Partner staff to coordinate service marketing and gather specifications for new or upgraded service requests; managing new product development; traveling throughout Nebraska to give presentations and training sessions associated with new or existing services; and periodic investment in promotional materials, advertising, and other marketing efforts.

J. VISION FOR THE PORTAL CONTRACT

The State is looking for a Contractor to:

1. manage the Portal in a manner that promotes data sharing capability and environment among local, county, and state government,
2. collaborate with the State to enhance services,
3. leverage skills, applications, and tools from past corporate experience,
4. show initiative in bringing in new ideas, technologies, and functionality to the State,
5. explore options for expanding the Portal and its services to citizens and businesses, identify an overall strategy to meet the State of Nebraska's e-government goals, and
6. propose specific projects and activities to enhance and improve the Portal.

The Bidder should identify projects and activities to clearly show the benefits and vision the Bidder will bring to the State. Bidders should highlight the value-added benefits their organization can provide based on their work with other clients, other state or local governments, or other corporate business partnerships.

Bidder should describe a reasonable approach and project a timeframe for accomplishing this vision.

K. BUSINESS PLAN REQUIREMENTS

The Bidder will include a business plan in the bid response which lays out the Bidder's vision for the initial term of the contract. Portal operations and development shall generally be in accordance with the Bidder's business plan.

Contractor shall formally present its first annual working business plan to the State within 90 days after the start of the contract and present an updated business plan annually thereafter at either the first Board Meeting or 90 days after each anniversary of the initial plan, whichever comes first.

1. BUSINESS SERVICES

Bidder shall describe their business services plan, which will identify the services to be provided during the contract period and how the Bidder will meet specific requirements of this RFP. Specifically describe the following:

a. BASE SCOPE OF WORK

The Bidder must identify all the services that will be provided, including maintenance of existing services and any proposed new services, for the revenue stream as detailed and clarified in Appendix B. Each application, service, maintenance, or enhancement activity must be identified as well as an approximate project timeline for any new activities or services.

b. FUTURE REVENUE BASED SERVICES PROPOSAL

The Bidder will propose new revenue generating services.

The State is looking for Contractors to bring ideas, tools, and services from other clients or government entities to Nebraska to not only improve the State's service to the public, but also to provide new opportunities for revenue generation or growth. All new services will be subject to approval by the State.

c. PLAN FOR BALANCING REVENUE AND NON-REVENUE GENERATING SERVICES

The Bidder must submit a plan for ensuring a mix of revenue and non-revenue generating services while remaining consistent with the funding requirements identified in this RFP. All new services will be subject to approval by the State.

The State is looking for a Contractor who can provide the best service to the public through a mix of revenue and non-revenue producing applications and services.

Annually, the Contractor will update this plan ensuring a mix of revenue and non-revenue generating services, including a specific number of hours that will be provided for free, while remaining consistent with the funding requirements identified in this RFP.

The plan will be subject to approval by the State prior to beginning the work. Projects related to the free hours identified in the plan will require specific State approval.

d. ACCOUNTING

The Bidder must describe the accounting system that will be used in the operation of the Portal - books of original entry, subsidiary ledgers, general ledger, and audit trail through financial statements.

e. EXPENSE PROJECTIONS

The Bidder must provide detailed expense projections for operating the Portal for the initial contract period. All expenses, including both overhead and direct project costs, are to be included in these projection schedules. Project an estimate of amortized costs of hardware, software, and fixtures, and other operating costs, including payments to Partners as applicable, by category for each year of initial contract period.

f. ONLINE AND ELECTRONIC PAYMENT FUNCTIONS

In addition to regular monthly subscriber payments, current services provided through the Portal and expansion of services provided through the Portal will require online or electronic payment capabilities for fee-based services.

The Bidder will describe their ability to accept online and electronic payments including ACH transactions and credit and debit card services through the processor selected by the State Treasurer and Director of Administrative Services..

g. MARKETING

The business plan will include a marketing plan as a separate component or section.

As deemed necessary or desirable, Contractor may depart from such business plan after receiving approval from the State but, in the event of any material departure, Contractor shall notify State in advance in writing.

All plans submitted pursuant to this subsection shall be subject to the written approval of the State.

The Contractor should continue to bring new and innovative services online that will establish Nebraska as a leading state in providing useful, accessible, and efficient e-government services.

L. PROJECT PLANNING AND MANAGEMENT REQUIREMENTS

1. The State shall establish guidelines and procedures for the selection and prioritization of projects undertaken by the Contractor pursuant to the Contract. The Contractor shall prepare on a quarterly basis, or as otherwise requested by the State, a report listing projects currently being worked on by the Contractor, such report shall include a summary of the projects and an estimated timeline for completion of the projects. The timeline for projects contained in the report shall be subject to approval or amendment by the State.
2. In consultation with the Contractor, the State shall establish guidelines and procedures for project management to be used by the Contractor. Project management procedures shall be outlined in the Bidders proposal and shall address:
 - a. Project Approach Statement
 - b. Scope of Work Document
 - c. Work Breakdown Structure
 - d. Project Schedule
 - e. Milestones and Deliverables Statement
 - f. Risk Assessment and Risk Mitigation Strategies
 - g. Resource Plan
 - h. Change Control Plan
 - i. Communication Plan
 - j. Project Acceptance and Signoff Form
 - k. Project Closeout and Lessons Learned Processes.
3. The State may designate a representative to regularly review and report on projects and ongoing work undertaken by the Contractor. The persons performing this function shall have access to records of the Contractor as provided in this RFP to the State.
4. The Contractor will comply with NITC standards for Project Status Reporting on Enterprise Projects. A copy of the standards document is available at:
<http://nitc.ne.gov/standards/>.

M. STAFFING REQUIREMENTS

1. The Contractor must have staff with the ability to meet with Partners on a regular basis in order to identify new applications, report on work progress and general Portal issues, and develop and test approved projects with Partners, as well as market those developed applications to citizens and businesses. The Contractor must have the appropriately skilled staff to support all current applications and have the ability to procure additional staff to accommodate growth. Growth in the Portal will occur in both the volume of business transacted and in the scope of the services offered. The awarded Contractor must be able to hire additional staff with a diverse skill set and/or develop existing staff to accommodate new technologies that will mature over the term of the contract.

The Contractor and any subcontractors will perform all work in the United States and shall employ staff with sufficient skills to:

- a. Manage the Portal;
 - b. Provide necessary systems analysis and programming services to facilitate the development and maintenance of computer programs necessary to supply data to users;
 - c. Provide support services for Portal operations to Partners, upon their request;
 - d. Explore, develop, and implement technological improvements (subject to State approval);
 - e. Bill, collect, issue payments, and exercise all other fiscal activities necessary to operate a financially sound Portal;
 - f. Evaluate the marketplace;
 - g. Create and annually update a Portal business plan;
 - h. Promote and develop new goods and services, new accounts, and maintain current accounts;
 - i. Prepare brochures, advertisements, user instructions, training materials, and price guides, subject to State approval;
 - j. Prepare management reports to the State and others as required by the State; and
 - k. Provide telephone support for users without additional charge (the Contractor must specify the level and type of telephone support to be provided to customers).
2. The Bidder will provide an organization chart of the proposed staffing with minimum staff levels by position with the proposal response. The Bidder will provide a staffing plan, broken down by position/skill level, required for the initial contract period. The Bidder shall provide a staff skills matrix to summarize relevant experience of the proposed staff to include both Bidder and subcontractor personnel.
3. Contractor personnel shall have actual experience in their area of expertise (programming, accounting, etc.). Personnel shall be trained by the Contractor, as necessary, for performance of the terms of the contract. Verification of Contractor personnel training and experience shall be delivered to the State upon request. Verification will ordinarily be requested only if there is reason to believe the employee does not have the requisite experience and/or training.
4. Upon award of the contract, the Contractor shall provide an employment background check for staff assigned to this contract. Background check must include:
- a. Employment Verification for the past 5 years,
 - b. Education Verification,
 - c. Federal Criminal Records check,
 - d. E-Verify when appropriate,
 - e. Instant SSN Trace,
 - f. Statewide Criminal Records check, and
 - g. Sex Offender Search.

Contractor shall also perform the above employment background check for new staff assigned to this contract.

N. PROJECT REQUIREMENTS

The Contractor must maintain several types of information and administrative processes to support the Portal. Files are maintained for each customer account, interagency agreements for services to be provided to Partners by the Portal, agreements with statewide associations for whom the Portal provides services, and other agreements necessary for Portal operation. Customer information, including account details, billing and payment information, and individual transaction logs, are maintained in a secure database. All Portal fees will be directed to an account selected by the State Treasurer and Director of Administrative Services. The Contractor assumes the risk for collection, and transfers all amounts due the State each month regardless of whether collection has been made from the customer.

The Contractor must:

1. Provide interactive electronic access for citizens to public information via a gateway service;
2. Report to the State the activities required by the State to meet their oversight responsibilities;
3. Serve in an advisory capacity to the State regarding the provision of State information to citizens and businesses of Nebraska;
4. Assist the State in seeking advice from the general public, Portal subscribers, professional associations, academic groups and institutions, and individuals with knowledge of and interest in areas of networking, electronic mail, public information access, gateway services, add-on services, and electronic filing of information;
5. Develop recommendations for charges (to be approved by the State) with advice and consent of the Partner providing the services to the public, which include the actual cost of providing such services;
6. Comply with all audit requirements per Section III, JJ Right to Audit.
7. Work with Partners identified for inclusion in the Portal as necessary to help make their public records accessible. Any systems development costs that may be necessary for such access may be arranged between the State, the Contractor and the Partner;
8. Procure, develop, or adapt system software, which provides a user interface that is consistent across services. User interfaces must be designed in such a way as to facilitate ease of learning and use;
9. Provide a system that is accessible to end users running popular, widely available standards-based browsers such as Microsoft Internet Explorer, Safari, Firefox, and Chrome as well as mobile web applications on PDAs and telecommunications software and devices;
10. Direct and supervise the day-to-day operations and expansion of the gateway and Portal, including any preliminary work needed to ensure uninterrupted Portal operations;
11. Keep a record of all gateway, Portal, and related operations in a format and medium approved by the State, which record shall be the property of the State and shall maintain, and be a custodian of, all financial, and operational records, documents, and papers filed with the State; and
12. Supply training and applicable instruction material to system users.

O. TECHNICAL CUSTOMER AND USER SUPPORT REQUIREMENT

The Contractor must provide customer service and help desk options for both Partner staff and end users of Contractor services, including adequate full-time staff whose primary responsibility is to address user, subscriber, and Partner support issues. The Contractor's customer service help desk must include in-person service and a toll-free number for users to

call for support assistance during regular business hours, 8:00 A.M. to 6:00 P.M. Central Time. This contact information must be provided on all online application pages.

The Contractor's customer service representatives must field all payment inquiries from subscribers and the public.

The Contractor must also offer online live help 24 hours per day. This service must allow users to contact a live help representative online at any time of the day or night. The service must be staffed by the Contractor representatives during regular business hours with after-hours support provided by the Contractor or OCIO.

The Contractor must also provide after-hours technical service, and all services must be proactively monitored 24/7.

The Contractor's customer support representatives must also respond to online survey comments, webmaster questions, and idea box submissions which are posted by online users. The support staff must answer or direct the communication to the appropriate Partner or Contractor's staff member.

P. RECOVERY SITE REQUIREMENTS

1. The Bidder must describe a plan to establish a recovery site on State equipment located at the State of Nebraska's OCIO data center facility. This plan will include a detailed description of the hardware, network, security, software requirements, and estimated effort in terms of Contractor and State staff hours. At the State's direction, the plan will be implemented and maintained at Contractor's expense. This site will be an actively running server site that will be updated and tested quarterly. This could eliminate the need for a third party escrow vendor.
2. This recovery site, if implemented, must include a copy of all items that are necessary for the operation and support of the Portal, to include the following:
 - a. the Software source code and executables;
 - b. Third Party Software;
 - c. documentation for the source code;
 - d. Software architecture and design documentation;
 - e. operations documentation;
 - f. scheduling instructions;
 - g. all database information related to the State of Nebraska;
 - h. all current and valid passwords and encryption keys; and
 - i. any other necessary or useful documentation.

Q. TECHNICAL REQUIREMENTS

Contractor will be responsible during the term of this Contract for maintaining Portal hardware and software.

1. BUSINESS CONTINUITY PLANNING AND DISASTER RECOVERY

The Contractor must provide two Data Centers of their own, a primary site and a secondary site as bi-directional (or fail over ready) sites. Both facilities need to be classified as "Tier IV" under the guidelines set forth by the National Uptime Institute.

Contractor will be required to create, document, and test quarterly the backup, failover, and disaster recovery procedures. At the State's direction, Contractor will establish a third site to serve as a recovery site located at the State of Nebraska's OCIO data center facility.

2. PERFORMANCE MONITORING AND PROBLEM RESOLUTION

The Contractor will maintain a plan for performance monitoring and problem resolution in order to provide a Portal that will:

- a. Be available 24 hours a day, 7 days a week, allowing for reasonable time for Portal maintenance. Contractor shall provide not less than twenty-three and three quarters (23.75) hours (with the allowed .25 hour downtime to occur only in the hours of 2:00 AM to 4:00 AM Central Time), seven (7) days a week, Portal availability to users, subject only to availability problems of systems outside the control of the Contractor. Emergency maintenance shall be performed as soon as reasonably possible and shall not be subject to the foregoing restrictions.
- b. Provide sub-second response time. Response time is defined as: the length of time beginning with receipt of a command at the Contractor-operated computer center and ending when the system produces a reply to be transmitted on the network.
- c. Utilize redundant network connections.
- d. Offer backup power via redundant power sources, including batteries and diesel-powered generators.
- e. Protect the physical security of facility through bio-security and other leading-edge technology.
- f. Feature burstable bandwidth up to 100MBps.
- g. Employ on-demand server capacity through virtualization technology.

3. PLATFORM

For the Portal, the Contractor must employ two load-balanced firewalls and traffic routed through a redundant load balancing system with automatic failover. This system must provide Secure Sockets Layer (SSL) encryption for the Portal web servers and distribute the load to application servers running on enterprise-class operating systems. All application server traffic must be monitored by web application firewalls that offer additional security targeting layer 7 traffic of the Portal.

The OCIO is responsible for Domain Name System (DNS) forwarding for all State managed Domain names such as Nebraska.gov and ne.gov and will continue handling DNS forwarding. All add/remove/change requests related to DNS are sent to the OCIO help desk and then routed to the appropriate staff.

4. SECURE COMMUNICATIONS WITH THE STATE

Communication with the State's systems occurs via an encrypted Virtual Private Network (VPN) tunnel. The VPN connects securely to the data sources inside the state's infrastructure. Only the application servers are allowed to talk directly to a clustered database environment. This is a two-node database cluster, utilizing clustering with automatic failover.

5. DEVELOPMENT EXPERTISE

The Contractor must provide a development staff with programming expertise in the PERL, Groovy, PHP, JAVA, and .NET development languages to meet the application

development needs of the State. Leveraging virtualization technologies, the Contractor must run almost any development environment option available. All applications must be annually scanned for vulnerabilities using industry-leading web application security technology. This technology must be employed for every production change to the Portal.

Systems analysis and programming activities shall be documented in accordance with OCIO or information provider standards, as applicable. Copies of all such work shall be furnished to OCIO or the information provider, as applicable, before such programs are implemented.

6. DATA STORAGE, REPLICATION, AND BACKUP

Data storage, replication, and backup services must be located in the United States and must use leading technologies. Contractor must provide a high-speed Storage Area Network (SAN) fabric that allows for fiber data transfer speeds for the Portal. In addition to this highly available SAN platform, Contractor must use data deduplication technology for backup processes, which must be replicated offsite in real time. This allows for rapid restoration of backups at fiber speeds and minimizes the space required to keep large amounts of backup data.

7. HOSTING ENVIRONMENT

Contractor must provide clustered File Transfer Protocol (FTP) servers to Partners who manage their websites hosted on the Portal. These servers will provide the means to upload and download data during scheduled exchanges of bulk information for subscribers. A completely independent, non-clustered development and test environment must be established that mimics the production environment. Separate web servers, application servers, and database servers must be provided.

The Bidder shall describe the technical architecture they are proposing to support the ongoing operation of the Portal. If the Bidder is proposing or requiring the State to make any changes to their environment, or to purchase any new hardware or software, those items must be identified in the response to this RFP along with estimated costs and enough detailed specifications so that the State can verify pricing.

8. MAINTENANCE

Normal and preventative maintenance shall be performed at times that shall not adversely impact daily operations.

The Contractor shall monitor availability of upgrades offered by the hardware and software vendors of the interface equipment and make timely installation of such changes when economically and technically appropriate.

The Contractor will interface and consult with all hardware and software vendors to identify and correct problems. Bidder shall explain in detail how they will comply with this requirement.

R. SOFTWARE DESIGN REQUIREMENTS

1. The Contractor will use appropriate hardware and software (compatible with OCIO and Partner environments) to enable interactive exchange and will adhere to all standards, policies, guidelines, and bulletins issued by NITC and the OCIO relative to participation

in the use of the State's central computing and telecommunications facilities. Copies of above guidelines may be obtained directly from the above noted Partner.

2. The Portal will not contain any advertisements, endorsements, content, or hyperlinks to any commercial products or services (except hyperlinks for actual e-government transaction services needed by customers).
3. The Portal must allow the owners of content that changes regularly, such as schedules, agenda, and uploaded documents, to have direct access to their content for editing and the publishing of new content. It must also have the facility to automate an approval process for such changes. This process must be customizable for individual circumstances. The content management software must allow for access based on security settings defining various roles including site management, webmaster, editor, author, etc. This software must have the capacity to define new roles as needed.
4. All new software applications will not be browser or platform specific and must be accessible from desktops, tablets, and mobile devices. When significant updates are made to existing applications, the application must be updated to be non-browser or platform specific and be accessible from desktops, tablets, and mobile devices.
5. The system design must follow all NITC standards. These standards can be found at <http://nitc.nebraska.gov/standards/index.html>.
6. The Contractor will include the State technical team in their change management process. Change management involves assessing and reporting on the risk and timing of an implementation against the other components of the IT environment and services. See Form A.2, Optional Service Matrix.
7. The Contractor, in conjunction with the Partner, will follow published State of Nebraska Records Retention Schedules if maintaining any state agency-owned records. These schedules may be viewed on the following link: http://www.sos.ne.gov/records-management/retention_schedules.html.

S. OWNERSHIP AND LICENSING REQUIREMENT

The State will own all software and documentation including source code used or developed under this contract to be used or modified as the State sees fit.

The Contractor will either include the State as a named licensee on all Third Party Software licenses used in the operation of the Portal, or covenants that at such time the Contractor's obligation to operate the Portal terminates, the Contractor shall deliver Third Party Software to the State and will cooperate with the State's efforts to obtain assignment of such licenses.

T. ESCROW REQUIREMENTS

1. Contractor shall deposit on a monthly basis, at its own expense, with an escrow agent mutually chosen by the Contractor and the State, a copy of all items that are necessary for the operation and support of the Portal, to include the following:
 - a. the Software source code and executables;
 - b. Third Party Software;
 - c. documentation for the source code;
 - d. Software architecture and design documentation;

- e. operations documentation;
 - f. scheduling instructions;
 - g. all database information related to the State of Nebraska;
 - h. all current and valid passwords and encryption keys; and
 - i. any other necessary or useful documentation.
2. Contractor will have the authority to remove superseded source code and documentation if it is simultaneously replaced with the most current version of the superseded source code and documentation.
 3. The Contractor shall include along with its annual audited financial statements required in Section III, JJ Right to Audit, evidence to the State of continued payment of the escrow fees and/or evidence of the ongoing existence of such escrow relationship.
 4. The escrow agreement will include direction to the escrow agent to release all escrowed items at termination or expiration of the Contract.

U. TRANSITION PLAN REQUIREMENTS

The Bidder must provide a generic transition plan in the bid response that can be used whenever there is a change in Contractor. This plan should be written such that it can apply at both the beginning of the Portal Contract or at the end of the Portal Contract.

1. Execution of the transition plan begins on the Contractor start date and ends no later than 12 months from that date. The transition plan will facilitate:
 - a. Transfer of all knowledge necessary to operate all Portal services;
 - b. Documentation of all necessary support processes, procedures, functions, and staffing requirements; and
 - c. Collaboration to effect an orderly transition of operational control.
2. The transition is the joint responsibility of the successor Contractor and the current Contractor with oversight provided by the State. The two transition plans will be collaboratively consolidated with additional details within 90 days of Contractor start date. The transition plan should include:
 - a. project schedule with key milestones defined in terms of duration;
 - b. descriptions of approach to knowledge transfer, including capturing and preserving the knowledge necessary to maintain the functions, applications, and services of the Portal;
 - c. the resources and the time commitments for training and knowledge transfer activities;
 - d. measurements for proving the knowledge transfer is working effectively;
 - e. outline of procedures to be followed during the transition period, including a detailed plan by Partner and application, showing when processing of each will be transitioned to the successor Contractor's operations over the 12 month transition period with no interruptions or service degradation;
 - f. roles and responsibilities as they relate to Portal transition;
 - g. detailed headcount projections with job skills within each area of operational responsibility;
 - h. point of contact and procedures for managing problems or issues during the transition period;
 - i. transition test plan and procedures;

- j. communication plan;
- k. risk mitigation plan and strategy; and
- l. contingency plan for failed transition.

V. END OF CONTRACT PROVISIONS

It is imperative that the Portal remain operational during the transition to a new Contractor upon termination or expiration of this Contract.

Upon termination or expiration of this Contract in accordance with its terms (including, if applicable, any renewal term),

1. The State will receive all items placed in escrow within thirty (30) calendar days.
2. Contractor shall be entitled to retain copies of the escrowed items, which may be used only for defensive and archival purposes. The foregoing provision shall not be interpreted as requiring Contractor to disclose its internal records, or records not directly relating to the operation of the Portal.
3. The State may request copies of the Software for purposes of Bidder review when an RFP is released.
4. The current Contractor shall, at the option of the State, continue to operate under this agreement as Portal manager in accordance with all terms and conditions of the Contract entered into pursuant to this RFP, together with any amendments or modifications in existence at such time, for a period of up to 12 months from the time of expiration or notification of termination from the State to Contractor, whichever occurs earlier. The intent of this provision is to ensure continuation of Portal operations while a successor Contractor is chosen and contracted.
5. The current Contractor agrees to make an orderly transition of the services defined in this RFP and to perform any and all tasks in good faith that are necessary to preserve the integrity of the Portal operations. The Contractor shall make every reasonable effort to ensure that any such transition shall be performed in a professional and businesslike manner, and shall comply with the reasonable requests and requirements of the State, and any successor Contractor, to accomplish a successful, seamless, and unhindered transfer of responsibilities.
6. The current Contractor will be entitled to the same fee arrangement for those revenue generating services which the current Contractor continues to host and other services it performs during the transition period, as it is entitled to receive, whether hourly fees or transaction fees, under State agreements governing compensation under the current contract at the time of termination or expiration of the Contract.
7. The successor Contractor will be entitled to the same fee arrangement for those revenue generating services which the successor Contractor begins to host and other services it performs during the transition period, as it is entitled to receive whether, hourly fees or transaction fees, under State agreements governing compensation under the successor contract.
8. Current Contractor shall cease all new project design or development licensed under this Contract during such transition period. Hourly fees or transaction fees for new project developments licensed under this Contract completed by State or the

successor Contractor during the transition period shall be allocated to such parties at the sole discretion of the State.

9. The current Contractor shall lose any and all claim to further compensation upon the completion of the transition period.

W. REPORTING REQUIREMENTS

Contractor shall, in a timely manner, provide to the State such management reports as the State may reasonably request.

Specifically the following reports are required:

1. Annually
 - a. Commercially Audited company financials
 - b. Business Plan
 - c. Data center comprehensive annual certification
2. Quarterly
 - a. Management Report - progress reports on projects under way, and various marketing efforts. Statistical reports must be provided on Portal traffic and hit counts
 - b. Business plan assessment to include number of hours spent on revenue-generating vs. non-revenue generating projects (work by project) and anticipated projects over the next quarter (same breakdown)
 - c. Financials outlining volume and revenue details for each service
 - d. Disaster recovery test results
 - e. Results of external and internal scans on the entire infrastructure
3. Monthly
 - a. Monthly Uptime report
 - b. Monthly Response time report
 - c. Project priority report
4. Bi-weekly
 - a. Project status reports

X. DATA SECURITY REQUIREMENTS

The bidder should mark this section proprietary and confidential when responding to the RFP to preserve the integrity and security of the State's Portal.

Per Section III, PP Proprietary Information, "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, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package." See Section III, PP Proprietary Information for this section in its entirety.

1. The Contractor shall comply with OCIO and Partner standards, as applicable, for data security through the use of passwords, specialized software, or other appropriate means.
2. The Contractor is responsible for online security consistent with online payment card industry standards, specifically, the Payment Card Industry's Data Security Standards ("PCI DSS").
3. Data centers must undergo a comprehensive annual certification by a national security firm. This certification must include quarterly external and internal scans on the entire infrastructure.
4. Contractor must have a Business Continuity Plan and Disaster Recovery Plan and describe how their organization would implement the latest backup technologies to keep the Portal operational in a disaster.
5. Contractor must hold Business Continuity Planning certification(s) within the organization.
6. Contractor will provide access controls, application security, portal security, operational security, physical security, and cryptography for information security.
7. Contractor's data centers must be located in the United States and must meet or exceed the performance and security requirements outlined in this RFP.
8. Contractor should have an Information Security Officer (ISO) in their organization and/or parent organization. Describe the ISO's reporting organizational structure and identify any recognized information security certification(s) and when they were achieved.
9. Contractor will perform service audits that assess internal controls and data security safeguards. List any audit certifications and when the audit was last performed.

Y. CUSTOMER PAYMENT PROCESSING REQUIREMENTS

1. Transaction Processing
 - a. Contractor agrees to process credit and debit card transactions using the processor selected by the State Treasurer and Director of Administrative Services unless future VISA rules prohibit the State's processor from processing variable (i.e. percentage) fee transactions, and then only if the Contractor can locate a processor which will process the variable fee transactions.
 - b. Contractor shall deposit all State of Nebraska funds it collects pursuant to this contract in a state or national bank selected by the State Treasurer.
 - c. Contractor shall deposit in a state bank account specified by the State Treasurer all state funds it receives within three (3) business days of the receipt thereof.

Z. PARTNER AGREEMENTS

1. Contractor, on behalf of the NSRB, shall negotiate with, and submit to the NSRB for final approval written agreements from, each separate Partner with which electronic communication is desired, but only if such agreements are needed to supplement the broad grant of authority to access public records or collect information from the public which has already been granted to the State. A standard form for this agreement is attached as Appendix C. In the absence of any specific separate agreement, the Contract resulting from this RFP, together with any addenda incorporated by reference, shall serve as the document granting Contractor access to, or the authority to electronically collect, any such data.
2. Through addenda to this RFP and/or through the separate Partner contracts, Contractor and NSRB shall, by mutual agreement, establish charges for and, if appropriate, other conditions of, such access or collections with each Partner. In the establishment of charges provided for in such addenda, State shall be responsible for any payments to other Partners whose information is so accessed or collected and such charges collected by Contractor shall be paid by Contractor to the State directly.
3. Such agreements or addenda to this RFP, if any, shall provide:
 - a. for the fees Partners will charge, which will be paid by Contractor from the Portal revenue account for information access or collection,
 - b. the time period and means by which Partners will be paid from the Portal revenue account for access or collection, and
 - c. the criteria the Partner and Contractor will use for system development, testing, and acceptance in order to assure the reliability of the Portal, protection of data, Portal security, and any other reasonable special requirements (such as providing credit card authorization service through the State's credit card processor with regard to certain services made available via the internet) for access to and collection of Partner data. .
4. Unless otherwise specifically provided in statute, all electronic access fees for state government information collected by Contractor shall be deposited by electronic means in the State or National Bank selected by the State Treasurer.
5. After negotiating any separate Partner agreement, the agreement shall be presented by Contractor to NSRB for formal approval. When an agreement is presented to NSRB, Contractor and respective Partner shall also present to NSRB a recommendation for prices, if appropriate, to be charged users for the applicable Portal service.
6. Contractor, on behalf of NSRB, shall provide continued and uninterrupted Contractor services to any Partner which has an existing contract or contracts with NSRB, or has an existing contract or contracts which were originally executed between the Partner and the NSRB under the prior contract(s) for Contractor services, except under such circumstances as such contract or contracts are otherwise terminated by said state Partner or Contractor under the terms of the agreement or as allowed by law.

AA. PORTAL MANAGER REMUNERATION

The State will pay to the Contractor its share of all Portal fees due and owing under each and every NSRB approved Partner agreement providing revenue for online services after the deduction of the percentage due to the NSRB under this Contract when the terms and conditions of each and every NSRB approved Partner agreement providing revenue for Portal services are being performed according to the terms and conditions of the Partner agreement and the terms and conditions of the contract resulting from this RFP.

1. State will operate the Portal within the records management cash fund allocation approved by the Nebraska Legislature and the revenue generated from electronic access fees generated from new services implemented during and/or between legislative sessions.
2. Portal fees consist of Margin Services fees and No Margin Services fees; Margin Services and No Margin Services are shown in Appendix B Part 2. Individual service level agreements document each Portal fee and the Partner, Contractor, and NSRB portions of the Portal fee as determined by each Partner and the current Contractor and approved by the NSRB for each application. The service level agreement template is included as Appendix C.

Contractor will receive all revenue collected from subscription fees.

Contractor payment for services is the sum of subscription fees and the Contractor's portion of the Portal fees based on the service level agreements. The NSRB's portion of the Portal fee will be allocated by NSRB to improve the Portal and State e-government services as they direct, and may or may not be made available to Contractor for future projects.

The Contractor is responsible for the maintenance and enhancement of the current services identified in Appendix A Part 2, all required activities as described in this RFP, and the additional services proposed by the Bidder in response to this RFP, and all other expenses related to the operation of the Portal.

The amounts received by the Contractor as payment for services for the past four (4) years are shown in Appendix B Part 2.

3. Bidder will state whether they intend to retain 90% of the Margin Services fees, or some lesser level below 90% and will describe how the Bidder plans to continue to meet all obligations for the operation of existing services and develop and implement new services under their proposed revenue split.

Bidder may propose a lower cost or no-cost alternative to the annual subscription fee in their proposal.

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; format and order:

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 and whether the name and form of organization has changed since first organized.

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 sixty (60) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

g. CONTRACT PERFORMANCE

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

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score

the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

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

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's 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:

- a. Bidder must respond to each item in Form A.1.

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 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.

Bidder will provide the hourly rate for additional consulting services for new time and materials projects to the State and its Partners. There is no guarantee on the number of hours that will be used.

The Bidder must list each role/title and provide an hourly rate in Form A, 2. All travel expenses must be included in the rate. These rates are fixed for the initial term of the contract. At renewal time rates may increase by no more than 5% upon mutual written agreement.

C. PAYMENT SCHEDULE

No invoice will be approved unless the associated deliverables have been approved.

Form A

Bidder Contact Sheet

Request for Proposal Number 4877 Z1

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Form B

Notification of Intent to Attend Pre-Proposal Conference

Request for Proposal Number 4877 Z1

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

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