

**State of Nebraska (State Purchasing Bureau)**  
**REQUEST FOR PROPOSAL FOR**  
**SUBAWARD 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                               |
| <b>RFP 4888Z1</b>                               | <b>January 16, 2015</b>                    |
| OPENING DATE AND TIME                           | PROCUREMENT CONTACT                        |
| <b>February 20, 2015 2:00 p.m. Central Time</b> | <b>Michelle Thompson / Jennifer Crouse</b> |

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 4888Z1 for the purpose of selecting a qualified Subrecipient to provide administration of the Senior Community Service Employment Program (SCSEP).

Written questions are due no later than February 6, 2015, and should be submitted via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov) Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original of the entire proposal. Proposals must be submitted by the proposal due date and time.

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

1. Sealed proposals must be received in State Purchasing 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 SUBAWARD" 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 Subrecipient'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 Subrecipient's bid or in the final subaward.

Subrecipient hereby grants permission to the State of Nebraska and/or its agencies to reprint or republish any and all copyrighted documents related to Subrecipient'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. §84-602.02. This waiver does not apply to proprietary information properly submitted in a separate sealed, package clearly marked "Proprietary."

Subrecipient 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. Subrecipient represents and warrants that Subrecipient 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.

Subrecipient 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 Subrecipient'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 Subaward 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 subawards awarded to Nebraska subrecipients. This information is for statistical purposes only and will not be considered for subaward purposes.

\_\_\_\_\_ **NEBRASKA SUBRECIPIENT AFFIDAVIT:** Bidder hereby attests that bidder is a Nebraska Subrecipient. "Nebraska Subrecipient" 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 subaward.

FIRM: \_\_\_\_\_

COMPLETE ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TYPED NAME & TITLE OF SIGNER: \_\_\_\_\_

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## GLOSSARY OF TERMS

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

**Addendum:** Something to be added or deleted to an existing document; a supplement.

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

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

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

**Amendment:** A written correction or alteration to a document.

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

**ARO:** After Receipt of Order

**Best and Final Offer (BAFO):** In a competitive bid, the final offer submitted which contains the bidder's (subrecipient's) most favorable terms for price.

**Bid/Proposal/Application:** The offer submitted by a bidder 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 bidder will not withdraw the bid.

**Bidder:** A potential subrecipient 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 Federal-recognized holidays.

**Calendar Day:** Every day shown on the calendar including Saturdays, Sundays, and 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.

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

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

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

**Contractor or Second Tier Award Agreement Entity:** An entity that the subrecipient contracts with to perform a portion of the subaward agreement.

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

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

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

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

**Default:** The omission or failure to perform a subaward or subrecipient duty.

**Deviation:** Any proposed change(s) or alteration(s) to the terms and conditions, duties or requirements within the scope of the written solicitation or subaward.

**Evaluation:** The process of examining an offer after opening to determine the bidder’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 subaward for a specified duration upon the agreement of the parties beyond the original Subaward 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.

**Grantee:** The State of Nebraska, the Department of Health and Human Services

**Host Agency:** Agency designated non-profit organizations or public agencies that can provide on the job training and opportunities for learning for program participants.

**Individual Employment Plan (IEP):** A work plan developed to define the training and employment

goals for the program participant. It includes an objective and a timeline to define how the participant will meet those goals.

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

**Intensive:** A United States Department of Labor (USDOL) term referring to those participants who need a higher level of training

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

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

**Mandatory/Must:** Required, compulsory, or obligatory.

**May:** Discretionary, permitted; used to express possibility.

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

**Must:** See Shall/Will/Must.

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

**Older Americans Act (OAA):** The Older Americans Act of 1965, amended, is a federal Act, which establishes authority for the development of programs to serve older persons (60 years or older), especially those with the greatest social and economic need, giving particular attention to low income individuals, including low-income minority older individuals, older individuals and persons with disabilities with limited English proficiency; and older individuals and persons with disabilities residing in rural areas. This legislation was passed by Congress with the primary goal of maintaining the independence as well as the dignity of the elderly.

**One-Stop Career Centers:** Facilities designed to provide a full range of assistance to job seekers under one roof. Established under the Workforce Investment Act, the centers offer training referrals, career counseling, job listings, and similar employment-related services. Customers can visit a center in person or connect to the center's information through PC or kiosk remote access. The One-Stop Career Center System is coordinated by the Department of Labor's Employment and Training Administration (ETA). ETA's Web site provides a clickable map of One-Stop Centers' web sites for each state and a list of state, regional, and local center contacts. Find a center by calling ETA's toll-free help line at (877) US-2JOBS. <http://www.dol.gov/dol/topic/training/onestop.htm>

**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.

**Participant:** Person enrolled in SCSEP and receiving services.

**Performance Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Subrecipient fulfills any and all obligations under the subaward.

**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 subaward 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 subaward.

**Proposal:** See Bid/Proposal/Application.

**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 subaward, brought by a bidder 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 wished to attend.

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

**Release Date:** The date of public release of the written solicitation to seek offers

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

**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.

**SCSEP Performance and Results Quarterly Progress Report System (SPARQ):** The web based data collection system maintained by the United States Department of Labor (US DOL) to record and maintain data for SCSEP.

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

**Should:** Expected; suggested, but not necessarily mandatory.

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

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

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

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

**Subaward:** The provision of grant funds by a grant recipient to a subrecipient in exchange for work performed by the subrecipient to carry out the purpose of the grant.

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

**Subaward Agreement:** A written agreement by which a grant recipient provides grants funds to a subrecipient in exchange for work performed by the subrecipient to carry out the purpose of the grant.

**Subaward Period:** The duration of the subaward.

**Subrecipient:** 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.

**Subrecipient Monitoring:** The process by which a grant recipient monitors the activities of a grant subrecipient to ensure that grant funds are being used for authorized purposes, and that objectives of the grant are being achieved.

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

**System (see Module):** Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the subrecipient 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 subaward 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.

**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 subrecipient to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

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

**Unsubsidized Employment:** A paid position, either part time or full time in which wages are not paid for through SCSEP.

**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 4888Z1 for the purpose of selecting a qualified Subrecipient to provide administration of the Senior Community Service Employment Program (SCSEP).

A subaward resulting from this Request for Proposal will be issued approximately for a period of one (1) year beginning July 1, 2015. The subaward has the option to be renewed for five (5) additional one (1) year periods as mutually agreed upon by all parties.

**ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: <http://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.

|     | <b>ACTIVITY</b>  | <b>DATE/TIME</b>                             |
|-----|--|--|
| 1.  | Release Request for Proposal   | January 16, 2015                             |
| 2.  | Last day to submit written questions   | January 30, 2015                             |
| 3.  | State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at:<br><a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a> | February 6, 2015                             |
| 4.  | Proposal opening<br>Location: State Purchasing Bureau<br>1526 K Street, Suite 130<br>Lincoln, NE 68508   | February 20, 2015<br>2:00 PM<br>Central Time |
| 5.  | Review for conformance of mandatory requirements   | February 20, 2015                            |
| 6.  | Evaluation period  | February 24, 2015 –<br>March 16, 2015        |
| 7.  | "Oral Interviews/Presentations and/or Demonstrations" (if required)  | TBD  |
| 8.  | Post "Letter of Intent to Subaward" to Internet at:<br><a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>   | March 20, 2015                               |
| 9.  | Subaward Agreement finalization period   | March 20, 2015 – March<br>31, 2015           |
| 10. | Subaward Agreement   | April 6, 2015                                |
| 11. | Subrecipient start date  | July 1, 2015                                 |

## **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](mailto:as.materielpurchasing@nebraska.gov)

### **B. GENERAL INFORMATION**

The Request for Proposal is designed to solicit proposals from qualified bidders who will be responsible for providing administration of the Senior Community Service Employment Program (SCSEP). Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

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

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

All purchases, leases, or subawards 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.

### **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 Subrecipient, contact regarding this project between potential Subrecipients 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 Subrecipient is preliminarily selected, as documented in the intent to subaward, that Subrecipient is restricted from communicating with State staff until a subaward is signed.

Violation of this condition may be considered sufficient cause to reject a Subrecipient'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 subawards or obligations; and
3. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a subaward.

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 4888Z1; SCSEP Questions". It is preferred that questions be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto: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 4888Z1; SCSEP Questions".

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

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

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

**E. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS**

The Evaluation Committee(s) may conclude after the completion of the Technical 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 issue a subaward without any further discussion with the bidders regarding the proposals received.

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

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

#### **F. SUBMISSION OF PROPOSALS**

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

To facilitate the proposal evaluation process, one (1) original of the entire proposal should be submitted. Proposals must be submitted by the proposal due date and time. **A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials.** All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the Request for Proposal number and be sent to the specified address. Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The Request for Proposal number must be included in all correspondence.

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

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

#### **G. PROPOSAL OPENING**

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

**H. LATE PROPOSALS**

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

**I. REJECTION OF PROPOSALS**

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

**J. EVALUATION OF PROPOSALS**

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

1. Corporate Overview shall include but is not limited to:
  - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
  - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
  - c. whether the bidder can perform the subaward within the specified time frame;
  - d. the quality of bidder performance on prior contracts or subawards;
  - e. such other information that may be secured and that has a bearing on the decision to award the subaward; and
  
2. Technical Approach:
  - a. Attachment A
  - b. Attachment B

**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 bidder 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.

#### **K. EVALUATION COMMITTEE**

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

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request for Proposal For Subaward 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.

#### **L. MANDATORY REQUIREMENTS**

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

1. Request for Proposal For Subaward form, signed in ink;
2. Corporate Overview; and
3. Technical Approach
  - a. Attachment A

b. Attachment B

**M. REFERENCE CHECKS**

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

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

**N. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS**

All bidders 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 subaward. Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

**O. VIOLATION OF TERMS AND CONDITIONS**

Violation of the terms and conditions contained in this Request for Proposal or any resultant subaward, 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 Subaward” 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 subaward resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Subaward Agreement with the most recent dated amendment having the highest priority;
2. Subaward Agreement and any attached Addenda;
3. The Request for Proposal for Subaward form and the Subrecipient’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 subaward.

Unless otherwise specifically stated in a subaward 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 Subaward Agreement with the most recent dated amendment having the highest priority, 2) Subaward Agreement and any attached Addenda, 3) the signed Request for Proposal for Subaward form and the Subrecipient’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 subaward which shall be discovered after its execution shall be resolved in accordance with the rules of subaward 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 subawards 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 subaward. 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://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](http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf)

Any protests must be filed by a bidder 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 Subrecipient shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment including Title VI of the Civil Rights Act of 1964; the Rehabilitation Act of 1973, Public Law 93-112; the Americans with Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act. The Nebraska Fair Employment Practice Act prohibits Subrecipients of the State of Nebraska, and their contractor or second tier award agreement entity, 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

Subrecipient guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of subaward. The Subrecipient shall insert a similar provision in all contracts or second tier award agreement for services to be covered by any subaward resulting from this Request for Proposal.

**D. PERMITS, REGULATIONS, LAWS**

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

The Subrecipient shall procure and pay for all permits, licenses, and approvals necessary for the execution of the subaward. The Subrecipient 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 Subrecipient pursuant to this subaward.

The Subrecipient 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 requirements) necessary to execute this subaward. The subaward 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 subaward. It shall be the responsibility of the Subrecipient 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 Subrecipient shall not commence work under this subaward until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Subrecipient shall maintain all required insurance for the life of this subaward and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this subaward. If Subrecipient will be utilizing any contractor or second tier award agreement entity, the subrecipient is responsible for obtaining the certificate(s) of

insurance required herein under from any and all contractors or second tier award agreement entities. The Subrecipient is also responsible for ensuring contractors or second tier award agreement entities maintain the insurance required until completion of the subaward requirements. The Subrecipient shall not allow any entity to commence work on any contract or second tier award agreement until all similar insurance required of the entity has been obtained and approved by the subrecipient. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Subrecipient hereunder.

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

**1. WORKERS' COMPENSATION INSURANCE**

The Subrecipient shall take out and maintain during the life of this subaward the statutory Workers' Compensation and Employer's Liability Insurance for all of the subrecipient's employees to be engaged in work on the project under this subaward and, in case any such work is sublet, the Subrecipient shall require the contractor or second tier award agreement entity similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the contractors or second tier award agreement entities 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 Subrecipient shall take out and maintain during the life of this subaward such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Subrecipient and any contractor or second tier award agreement entity performing work covered by this subaward from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this subaward, whether such operation be by the Subrecipient or by any contractor or second tier award agreement entity 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 subaward documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

**3. INSURANCE COVERAGE AMOUNTS REQUIRED**

**a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**

|                           |                         |
|---------------------------|-------------------------|
| Coverage A                | Statutory               |
| Coverage B                |                         |
| Bodily Injury by Accident | \$100,000 each accident |

Bodily Injury by Disease \$500,000 policy limit  
Bodily Injury by Disease \$100,000 each employee

**b. COMMERCIAL GENERAL LIABILITY**

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

**c. COMMERCIAL AUTOMOBILE LIABILITY**

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

**d. UMBRELLA/EXCESS LIABILITY**

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

**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 Subrecipient 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 Subrecipient to maintain such insurance, then the Subrecipient 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 SUBRECIPIENTS**

| 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 subawards for work related to this Request for Proposal, or any portion thereof.

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

**H. SUBRECIPIENTS ROLE AS THE 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 Subrecipient represents that it has, or will secure at its own expense, all personnel required to perform the services under the subaward. The Subrecipient’s employees and other persons engaged in work or services required by the Subrecipient under the subaward 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 Subrecipient, its officers, or its agents) shall in no way be the responsibility of the State. The Subrecipient 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. SUBRECIPIENT RESPONSIBILITY**

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

The Subrecipient is solely responsible for fulfilling the subaward, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the

Subrecipient's proposal, and the resulting subaward. The Subrecipient shall be the sole point of contact regarding all contractual matters.

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

**J. SUBRECIPIENT PERSONNEL**

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

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

Personnel commitments made in the Subrecipient'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 Subrecipient to reassign or remove from the project any Subrecipient or contractor or second tier award agreement entity employee.

In respect to its employees, the Subrecipient 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 Subrecipient's employees, including all insurance required by state law;
3. damages incurred by Subrecipient's employees within the scope of their duties under the subaward;
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 Subrecipient's employees.

**K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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The Subrecipient shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

**L. CONFLICT OF INTEREST**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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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: |
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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: |
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The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting subaward. 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: |
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The bidder shall not commence any billable work until a valid subaward has been fully executed by the State and the successful Subrecipient. The Subrecipient 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: |
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The State shall have the right to assign or transfer the subaward 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 SUBRECIPIENT**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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The Subrecipient may not assign, voluntarily or involuntarily, the subaward 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: |
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The requirements contained in the Request for Proposal become a part of the terms and conditions of the subaward 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 subaward. 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 subaward language or requirements 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: |
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The subaward 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 subaward shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Subrecipient 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: |
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In the event of any litigation, appeal, or other legal action to enforce any provision of the subaward, the Subrecipient 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: |
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The Subrecipient agrees not to refer to the subaward agreement 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: |
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The Subrecipient shall be responsible for the proper care and custody of any State-owned property which is furnished for the Subrecipient's use during the performance of the subaward. The Subrecipient 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: |
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The Subrecipient shall use its best efforts to ensure that its employees, agents, and contractors or second tier award agreement entities comply with site rules and regulations while on State premises. If the Subrecipient 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 Subrecipient.

**X. NOTIFICATION**

| Accept<br>(Initial) | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
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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 subaward, all notices under the subaward 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 Subrecipient encounters any difficulty which is delaying or threatens to delay its timely performance under the subaward, the Subrecipient 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 subaward. 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 subaward, all communication between Subrecipient and the State regarding the subaward shall take place between the Subrecipient and individuals specified by the State in writing. Communication about the subaward between Subrecipient and individuals not designated as points of contact by the State is strictly forbidden.

**Y. EARLY TERMINATION**

| Accept<br>(Initial) | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
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The subaward may be terminated as follows:

1. The State and the Sucrecipient, by mutual written agreement, may terminate the subaward at any time.
  
2. The State, in its sole discretion, may terminate the subaward for any reason upon thirty (30) calendar days written notice to the Subrecipient. Such termination shall not relieve the Subrecipient of warranty or other service obligations incurred under the terms of the subaward. In the event of cancellation the Subrecipient 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 subaward immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Subrecipient 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 Subrecipient or of any substantial part of the Subrecipient's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the subaward by its Subrecipient, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any party against the Subrecipient 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 Subrecipient has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Subrecipient has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Subrecipient under any of the chapters of Title 11 of the United States Code;
  - g. Subrecipient intentionally discloses confidential information;
  - h. Subrecipient has or announces it will discontinue support of the requirements;
  - i. second or subsequent documented "subrecipient performance report" form deemed acceptable by the State Purchasing Bureau; or
  - j. Subrecipient engaged in collusion or ones actions which could have provided Subrecipient an unfair advantage in obtaining this subaward.

**Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

| Accept<br>(Initial) | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
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The State may terminate the subaward, 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 Federal appropriation of funds for the subaward. Should said funds not be appropriated, the State may terminate the subaward with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Subrecipient written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Subrecipient 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 Subrecipient 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 Subrecipient be paid for a loss of anticipated profit.

**AA. BREACH BY SUBRECIPIENT**

| Accept<br>(Initial) | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
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The State may terminate the subaward, in whole or in part, if the Subrecipient fails to perform its obligations under the subaward in a timely and proper manner. The State may, by providing a written notice of default to the Subrecipient, allow the Subrecipient to cure a failure or breach of subaward 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 Subrecipient time to cure a failure or breach of subaward does not waive the State's right to immediately terminate the subaward for the same or different subaward breach which may occur at a different time. In case of default of the Subrecipient, the State may subaward the service from other sources and hold the Subrecipient responsible for any excess cost occasioned thereby.

**BB. ASSURANCES BEFORE BREACH**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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If any document or requirement required pursuant to the subaward does not fulfill the requirements of the Request for Proposal or resulting subaward, upon written notice from the State, the Subrecipient shall deliver assurances in the form of additional Subrecipient resources at no additional cost to the project in order to complete the requirement, and to ensure that other project schedules will not be adversely affected.

**CC. ADMINISTRATION – SUBAWARD CLOSE OUT**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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Upon completion or notice of termination of this subaward, the following procedures shall apply for close-out of the subaward:

1. The Subrecipient will not incur new obligations after the termination or completion of the subaward, and shall cancel as many outstanding obligations as possible. The State shall give full credit to Subrecipient for the federal share of non-cancelable obligations properly incurred by Subrecipient prior to termination, and costs incurred on, or prior to, the termination or completion date.
2. Subrecipient shall immediately return to the State any unobligated balance of cash advanced or shall manage such balance in accordance with the State instructions.
3. Within a maximum of 90 days following the date of expiration or completion, Subrecipient shall submit all financial, performance, and related reports required by the Subrecipient Reporting Requirements. The State reserves the right to extend the due date for any report and may waive, in writing, any report it considers to be unnecessary.
4. The State shall make any necessary adjustments upward or downward in the federal share of costs.
5. The Subrecipient shall assist and cooperate in the orderly transition and transfer of subaward activities and operations with the objective of preventing disruption of services.

Close-out of this subaward shall not affect the retention period for, or state or federal rights of access to, Subrecipient records, or Subrecipient’s responsibilities regarding property or with respect to any program income for which Subrecipient is still

accountable under this subaward. If no final audit is conducted prior to close-out, the State reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted at a later time.

**DD. PENALTY**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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In the event that the Subrecipient fails to perform any substantial obligation under the subaward, the State may withhold all monies due and payable to the subrecipient, without penalty, until such failure is cured or otherwise adjudicated.

**EE. FORCE MAJEURE**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the subaward 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 subaward. 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 subaward if the Subrecipient is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Subrecipient. To obtain release based on a Force Majeure Event, the Subrecipient 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 subaward.

**FF. PAYMENT**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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State will render payment to Subrecipient when the terms and conditions of the subaward and specifications have been satisfactorily completed on the part of the Subrecipient 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 Subrecipient 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 Subrecipient prior to the Effective Date, and the Subrecipient hereby waives any claim or cause of action for any such services.

**GG. INVOICES**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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Invoices for payments must be submitted by the Subrecipient to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Subrecipient'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 subaward.

Cost reimbursable payments are to be made in general accordance with the categories and criteria as set forth in this RFP and grant. Subrecipient shall submit monthly payment requests in accordance with the following billing requirements:

Requests for Funds (Exhibit 2) and the Monthly Financial Summary (Exhibit 1) shall be submitted on a monthly basis to the attention of:

State Unit on Aging  
 Department of Health & Human Services  
 P.O. Box 95026  
 Lincoln, NE 68509-5026

**HH. RIGHT TO AUDIT**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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1. All Subrecipient books, records, and documents regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this subaward shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. Subrecipient shall maintain all records for three (3) years from the date of final payment, except records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved

to the satisfaction of the State. The Subrecipient shall maintain its accounting records in accordance with generally accepted accounting principles. The State reserves and hereby exercises the right to require the Subrecipient to submit required financial reports on the accrual basis of accounting. If the Subrecipient's records are not normally kept on the accrual basis, the Subrecipient is not required to convert its accounting system but shall develop and submit in a timely manner such accrual information through an analysis of the documentation on hand (such as accounts payable).

2. The Subrecipient shall provide the State any and all written communications received by the Subrecipient from an auditor related to Subrecipient's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 112 Communicating Internal Control related Matters Identified in an Audit and SAS 114 The Auditor's Communication with Those Charged With Governance. The Subrecipient agrees to provide the State with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to the State at the same time copies are delivered to the Subrecipient, in which case the Subrecipient agrees to verify that the State has received a copy.
3. The subrecipient shall immediately commence follow-up action on findings arising from audits or other forms of review. Follow-up action includes responding to those conducting such examinations with clear, complete views concerning the accuracy and appropriateness of the findings. If the finding is accepted, corrective action, such as repaying disallowed costs, making financial adjustments, or taking other actions should proceed and be completed as rapidly as possible. If the subrecipient disagrees, it should provide an explanation and specific reasons that demonstrate that the finding is not valid.
4. In addition to, and in no way in limitation of any obligation in this subaward, the Subrecipient shall be liable for audit exceptions, and shall return to the State all payments made under this subaward for which an exception has been taken or which has been disallowed because of such an exception, upon demand from the State.
5. The Subrecipient shall follow the applicable cost principles set forth in OMB Circular A-87 for State, Local and Indian Tribe Governments; A-21 for Colleges and Universities; A-122 for Non-Profit Organizations or 2 CFR §200 et al. Federal audit requirements are dependent on the total amount of federal funds expended by the Subrecipient. Audits must be prepared and issued by an independent certified public accountant licensed to practice. A copy of the annual audit shall be made electronically available or sent to: Nebraska Department of Health and Human Services, Financial Services, P.O. Box 95026, Lincoln, NE 68509-5026.

**II. TAXES**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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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 Subrecipient’s equipment which may be installed in a state-owned facility is the responsibility of the Subrecipient.

**JJ. INSPECTION AND APPROVAL**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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Final inspection and approval of all work required under the subaward shall be performed by the designated State officials or the United States Department of Labor (US DOL). The US DOL, State and/or its authorized representatives shall have the right to enter any premises where the Subrecipient or contractor or second tier award agreement entity duties under the subaward 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.

**KK. CHANGES IN SCOPE/CHANGE ORDERS**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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The State may, upon the written agreement of Subrecipient, make changes to the subaward 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 Subrecipient to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Subrecipient shall not claim forfeiture of subaward by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the Subrecipient 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 subaward shall not be deemed a modification. Changes or additions to the subaward beyond the scope of the RFP are not permitted.

**LL. SEVERABILITY**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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If any term or condition of the subaward 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 subaward did not contain the particular provision held to be invalid.

**MM. CONFIDENTIALITY**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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All materials and information provided by the State or acquired by the Subrecipient on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the Subrecipient on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The Subrecipient must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Subrecipient; Subrecipient shall notify the State immediately of said breach and take immediate corrective action.

All Subrecipients must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Recipients are required to state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. This provision shall survive termination of this subaward.

It is incumbent upon the Subrecipient 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 Subrecipients by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Subrecipient, 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.

**NN. PROPRIETARY INFORMATION**

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

**OO. 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 or any other bidder, or to fix any overhead, profit, or of that of any other bidder, or to secure any advantage against the public body awarding the subaward of anyone interested in the proposed subaward; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted 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.

**PP. STATEMENT OF NON-COLLUSION**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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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; Subrecipient 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 subaward and impose further administrative sanctions.

**QQ. PRICES**

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

The subaward price will be determined by the US DOL and awarded to Nebraska based on a formula.

**RR. BEST AND FINAL OFFER**

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

**SS. ETHICS IN PUBLIC CONTRACTING**

| Accept<br>(Initial) | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
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|                     |                     |   |                 |

Subrecipient certifies that no Federal appropriated funds shall be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award for: (a) the awarding of any Federal agreement; (b) the making of any Federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement.

If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence: an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this subaward, the Subrecipient shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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 subaward. 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 subaward 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 subaward if awarded to them or be disqualified from the selection process.

**TT. INDEMNIFICATION**

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

The Subrecipient 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 Subrecipients, its employees, contractor or second tier award agreement entity, consultants, representatives, and agents, except to the extent such Subrecipient liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

The Subrecipient 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 Subrecipient or its employees, contractor or second tier award agreement entity, consultants, representatives, and agents; provided, however, the State gives the Subrecipient prompt notice in writing of the claim. The Subrecipient may not settle any infringement claim that will affect the State’s use of the Licensed Software without the State’s prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State’s use of any intellectual property for which the Subrecipient has indemnified the State, the Subrecipient shall, at the Subrecipient’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 Subrecipient, and the State may receive the remedies provided under this RFP.

Except as otherwise provided in the Federal Notice of Award, the State shall own the rights in data resulting from this project or program. The Subrecipient may copyright any of the copyrightable material and may patent any of the patentable products produced in conjunction with the performance required under this subaward without written consent from the State. The State, DHHS and any federal granting authority hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for

federal or state government purposes. This provision shall survive termination of this subaward.

**3. PERSONNEL**

The Subrecipient 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 Subrecipient.

**UU. NEBRASKA TECHNOLOGY ACCESS STANDARDS**

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

Subrecipient 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 subaward are in compliance or will comply with the applicable standards. In the event such standards change during the Subrecipient’s performance, the State may create an amendment to the subaward to request that subaward comply with the changed standard at a cost mutually acceptable to the parties.

**VV. ANTITRUST**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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The Subrecipient hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this subaward resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**WW. DISASTER RECOVERY/BACK UP PLAN**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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The Subrecipient shall have a disaster recovery and back-up plan, of which a copy should be provided to the State thirty (30) days after subaward start date, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

**XX. TIME IS OF THE ESSENCE**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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Time is of the essence in this subaward. 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 Subrecipient remaining to be performed.

**YY. RECYCLING**

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

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

**ZZ. DRUG POLICY**

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

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

**AAA. EMPLOYEE WORK ELIGIBILITY STATUS**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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The Subrecipient 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 Subrecipient is an individual or sole proprietorship, the following applies:

1. The Subrecipient 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 Subrecipient indicates on such attestation form that he or she is a qualified alien, the Subrecipient 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 Subrecipient understands and agrees that lawful presence in the United States is required and the Subrecipient may be disqualified or the subaward terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**BBB. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**

| Accept<br>(Initial) | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
|                     |                     |   |                 |

The Subrecipient, by signature to this RFP, certifies that the Subrecipient 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 Subrecipient also agrees to include the above requirements in any and all contractor or second tier award agreement entity into which it enters. The Subrecipient shall immediately notify the Department if, during the term of this subaward, Subrecipient becomes debarred. The Department may immediately terminate this subaward by providing Subrecipient written notice if Subrecipient becomes debarred during the term of this subaward.

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

**CCC. POLITICAL SUB-DIVISIONS**

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

The Subrecipient may extend the subaward to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Subaward 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.

**DDD. OFFICE OF PUBLIC COUNSEL**

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

If it provides, under the terms of this subaward and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Subrecipient 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 subaward and shall not apply if Subrecipient is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq.

**EEE. LONG-TERM CARE OMBUDSMAN**

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

If it is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq., Subrecipient shall comply with the Act. This section shall survive the termination of this contract.

**FFF. FEDERAL FINANCIAL ASSISTANCE**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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The Subrecipient shall comply with all applicable provisions of 45 C.F.R. §§ 87.1-87.2. The Subrecipient certifies that it shall not use direct federal financial assistance to engage in inherently religious activities, such as worship, religious instruction, and/or proselytization.

**GGG. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REPORTING**

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

The Subrecipient shall complete the Subrecipient Reporting Worksheet, Attachment D, sections B and C. The Subrecipient certifies the information is complete, true and accurate.

**HHH. MANDATORY DISCLOSURES**

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

The bidder or subrecipient must disclose to the State, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this subaward in accordance with 2 CFR §200.113. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

**III. BUDGET AND PROGRAMMATIC CHANGES**

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

The Subrecipient is not permitted to reassign funds from one line item to another line item within the approved budget. Budget revision requests shall be submitted in writing to DHHS.

DHHS will provide written notification of approval or disapproval of the request within thirty (30) days of its receipt. The subrecipient shall request in writing to DHHS for approval of all programmatic changes. DHHS shall approve or disapprove in whole or in part in writing within thirty (30) days of receipt of such request.

**JJJ. RESEARCH**

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

The Subrecipient shall not engage in research utilizing the information obtained through the performance of this subaward without the express written consent of DHHS. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this subaward.

**KKK. SMOKE FREE**

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

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, or subaward. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds in Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. By signing, the Subrecipient certifies that the Subrecipient will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

**LLL. HUMAN TRAFFICKING PROVISIONS**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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The subrecipient shall comply with and be subject to the requirements of Section 106(g) of the “Trafficking Victims Protection Act of 2000” (22 USC 7104). The full text of this requirement is found at <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons> .

**MMM. COMPLIANCE WITH GRANT MODIFICATION / NOTICE OF OBLIGATION.**

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

Subrecipient agrees to be bound by the Terms and Conditions of the Grant Modification / Notice of Obligation for Grant Number AD-25549-14-55-A-31 (hereinafter the “Department of Labor Older Workers Program Grant”), executed on July 15, 2014, effective July 1, 2014, and attached hereto as Attachment E. The Terms and Conditions of the Department of Labor Older Workers Program Grant are incorporated herein as if rewritten in full.

#### **IV. PROJECT DESCRIPTION AND SCOPE OF WORK**

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

##### **A. PROJECT OVERVIEW**

The Nebraska State Unit on Aging is soliciting bids from eligible organizations to manage the Senior Community Service Employment Program (SCSEP). This program serves all 93 counties across the state. Grantees have several responsibilities including project planning, financial management, program coordination, and subrecipient management.

The intent of the request for proposal (RFP) is to provide job skills training, job development and supportive services for older residents looking to enter or re-enter the workforce. This program is administered through the United States Department of Labor (US DOL).

Nebraska has operated with two SCSEP programs; one in the Eastern Nebraska Office of Aging (ENOA), located in Omaha, and a second for the remainder of the State. The US DOL requires a request for proposal be issued in order to award one grant to one organization.

##### **B. STATE UNIT OF AGING OVERVIEW**

The Nebraska State Unit on Aging ensures that Nebraska's elders have access to the supportive services necessary to live with dignity, security, and independence. Headed by an Administrator, the Unit is responsible for planning, developing, and administering programs outlined in the Older Americans Act (OAA), including the Long Term Care Ombudsman Program, for older persons in Nebraska.

In doing so, the Unit administers OAA programs for supportive services, in-home services, and congregate and home-delivered meals. It also administers programs that provide senior community employments, health insurance counseling, and respite care for caregivers. To do so, and in accordance with the OAA, the Unit has developed a four (4) year State Plan on Aging which can be found by clicking on the link below:

<http://dhhs.ne.gov/medicaid/Aging/Documents/AgingServicesStatePlanFY2012-FY2015.pdf>

For more information please visit the Department's website at <http://dhhs.ne.gov>

The Unit works closely with the aging network partners to provide these services. Partners include Nebraska's area agencies on aging, senior centers, and many others who provide services to older adults.

##### **Mission**

The mission of the State Unit on Aging is to empower older adults to live full independent lives and to provide leadership on aging issues on behalf of older adults, families, caregivers, and advocates.

##### **Knowledge**

We envision older adults, families, and caregivers who are well-informed about available resources.

##### **Advocacy**

We envision older adults, families, and caregivers who are educated self-advocates. We envision a community of compassionate aging professionals who advocate on behalf of those who cannot.

**Respect**

We envision older adults who are valued in our communities and treated with deference and compassion.

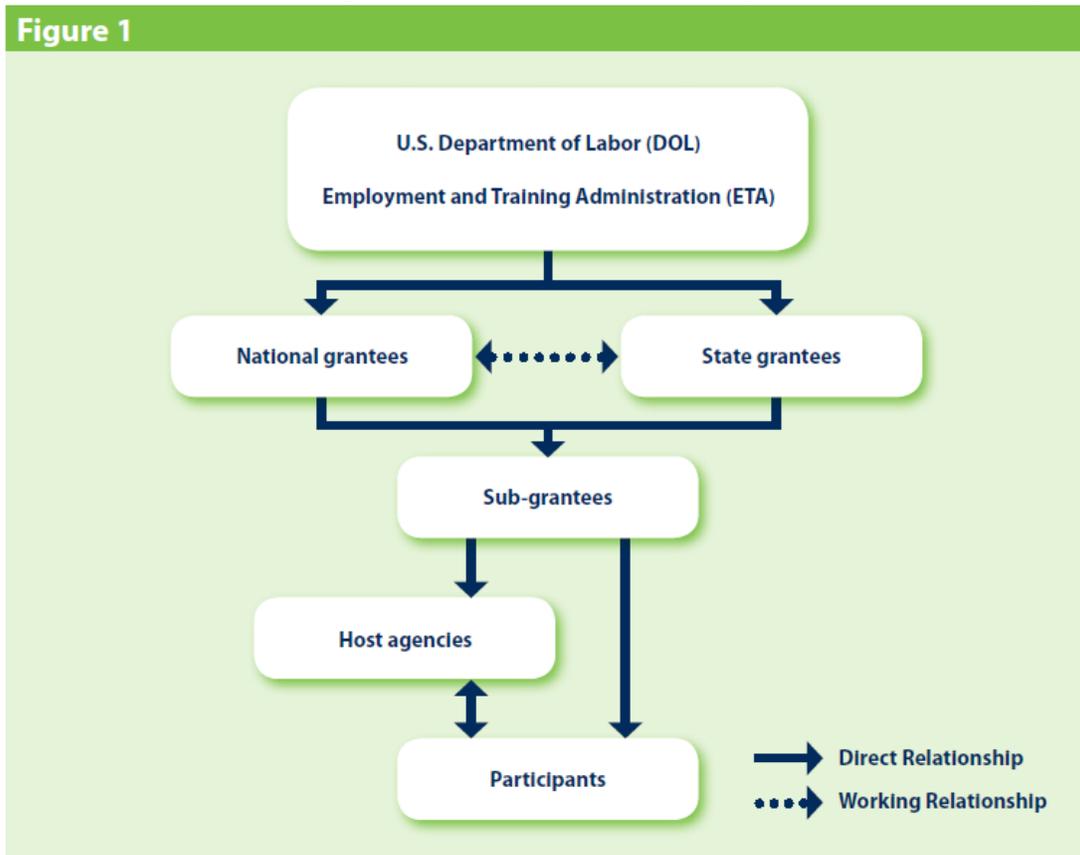
**Collaboration**

We envision a collaborative network of service providers who work together to use resources for the maximum benefit of older adults.

**C. PROJECT ENVIRONMENT**

**1. STRUCTURE**

The SCSEP is a coordinated program that operates at the local, state, and national level. The chart in Figure 1 describes the relationships between each entity.



**2. FEDERAL PROGRAM BACKGROUND**

Every five years Congress is tasked with the reauthorization of the OAA, which includes Title V—SCSEP. The last reauthorization was scheduled for the fall of 2011, however it is delayed. Title V is the only program in the OAA that is administered by the US DOL, all other OAA programs are administered by the U.S. Department of Health and Human Services’ Administration on Aging (AoA). The Secretary of US DOL is required to coordinate with the Assistant Secretary of Aging when reviewing the four-year state SCSEP strategic plan, and before issuing a rule or establishing policy.

The SCSEP program is administered by the US DOL’s Employment and Training Administration (ETA). Within ETA, the Division of Adult Services has an Older Worker Team which oversees and manages the program.

Currently, the US DOL grants funding to 18 National organizations and 56 states and territories to administer SCSEP, referred to as State and National Grantees. Grant implementation and monitoring of State and National grantees is handled by the federal project officers who work in the regional US DOL offices across the country.

### **3. STATE AND NATIONAL GRANTEES**

At the state and territorial level, the placement of SCSEP is decided by the Governor (or the highest government official appointed by the Governor). In 75% of the states and territories, the program is placed within the state agency on aging and disabilities; the other 25% of states and territories place SCSEP in the state workforce agency; Puerto Rico has their program in a separate government agency. In most states, one or more National SCSEP grantees also operate the program. State and National grantees are responsible for many of the same functions concerning SCSEP; the term “grantee” will be used to refer to both state and National grantees unless otherwise specified. In Nebraska, the SCSEP is placed within the State Unit on Aging.

Grantees have several responsibilities including project planning, financial management, program coordination, and subrecipient management. The State grantees are responsible for preparing an Equitable Distribution Report (EDR), usually required twice during the program year. The term “equitable distribution” refers to the process of distributing SCSEP authorized positions so that all eligible persons have reasonable geographical access to the program. The current formula for defining the equitable share of SCSEP positions for each county is based on data received through the U.S. Census—much like the formulas used for other OAA programs.

As a part of the planning process, both State and National grantees participate in a meeting to discuss how to equally distribute SCSEP positions across the state on a county-by-county basis.

Every four years the State grantees, in collaboration with the National grantees, are responsible for submitting a strategic state plan to US DOL, which outlines the planning and implementation process of the program. The next plan is due in 2016. The plan addresses equitable distribution of authorized slots in the state and outlines a plan to correct any imbalances. The plan also addresses minority populations and populations given priority enrollment status, developing a long-term strategy to better serve these communities. The plan should also make projections concerning future job growth and develop a strategy to place and train SCSEP participants in those occupations, this includes possible changes in the state design of the program. Finally, the plan addresses coordination of SCSEP with the Workforce Investment Act (WIA) system, labor market and job training initiatives, OAA programs and services, other entities providing services to older Americans, and the National grantees operating within the state.

Language in both the OAA and the WIA requires SCSEP grantees to partner with the One-Stop system to help older job seekers to find employment. The Workforce Investment Act of 1998 authorizes national, state and local workforce development activities. A network of local One-Stop Career Centers offer services pertaining to employment, including training and assistance, to unemployed adults. The partnership between State SCSEP grantees and local One-Stops should include a Memorandum of Understanding (MOU) signed by both partners. Grantees must ensure that SCSEP participants in their area are provided with the core services of WIA and registered with the local One-Stop Career Center; grantees must also make sure that eligible and

ineligible participants in the SCSEP program are referred to intensive, and training services provided through the local One-Stop Career Center.

#### **D. SUBRECIPIENT ELIGIBILITY AND QUALIFICATIONS**

##### **1. ELIGIBILITY**

Public or private non-profit employment and social services providers, private providers, government entities and WIA are eligible to submit proposals in response to this RFP.

##### **2. QUALIFICATIONS**

Bidders must have a minimum of three (3) years' experience in providing employment services and/or social services.

The SCSEP is a coordinated program that operates at the local, state, and national level.

The participant's wage is subsidized by SCSEP funding, not by the host agency—a 501(c)(3) non-profit or government entity. The host agency benefits because they are given a worker whose wages are paid by an outside entity and the SCSEP participant benefits because they are gaining job skills and training.

#### **E. PROGRAM ENVIRONMENT**

##### **1. FEDERAL ALLOCATION BACKGROUND**

Currently, 18 National and 56 State/Territorial grantees are funded by the US DOL to administer the program. The Secretary of Labor reserves 1.5% of SCSEP total allocation each year for pilot, demonstration, and evaluation projects and .75% to be divided between the territories of Guam, the U.S. Virgin Islands, American Samoa, and the Commonwealth of the Northern Mariana Islands. The Secretary also reserves funds for grantees who serve eligible American Indian and Pacific Island/Asian American individuals. After the reserve amounts are specified, 22% of the remaining SCSEP funds are awarded to the state Governors and trust territories based on a calculation of the number of people in their jurisdiction who are 55 and older and are considered low-income. The remaining 78% of funds are awarded to the national grantees on a competitive basis. The OAA requires that 75% of all federal SCSEP funds be spent on participant wages and benefits, which subrecipients handle and pay. The OAA caps the amount of money which can be spent on administrative expenses at the state and local levels at 13.5% and other program costs, such as training and supportive services, at 11.5%. The State or National grantee divides the administrative funding between itself and its subrecipients, with a higher proportion of the money usually going to the subrecipients.

## Nebraska Allocations and Placements

|  | 2010         | 2011         | 2012         | 2013         | 2014         |
|--|--------------|--------------|--------------|--------------|--------------|
| Total Federal Allocation                         | \$871,607.00 | \$916,099.00 | \$679,544.65 | \$613,684.06 | \$596,830.36 |
| SUA Administration                               | \$11,075.93  | \$17,750.45  | \$9,752.21   | \$4,080.62   | \$1,029.20   |
| Net Federal Allocation                           | \$860,531.07 | \$898,348.55 | \$669,792.44 | \$609,603.44 | \$595,801.16 |
| Actual Placements                                | 60           | 60           | 60           | 47           | 47           |
| ENOA (Eastern Nebraska Office on Aging)          | \$723,752.77 | \$780,738.39 | \$574,871.56 | \$457,668.19 | \$375,742.68 |
| APAAA (Lincoln Area Aging Agency)                | \$53,637.40  | \$52,624.73  | 0            | 0            | 0            |
| Experience Works                                 | \$83,140.90  | \$64,985.43  | \$94,920.88  | \$151,935.25 | \$220,058.48 |
| Average Cost per Placement Slot (Net/Placements) | \$14,342.18  | \$14,972.48  | \$11,163.21  | \$12,970.29  | \$12,676.62  |

*Explanation of Nebraska Allocations and Placements table:*

- *Total Federal Allocation – SUA Administration = Net Federal Allocation*
- *ENOA (Eastern Nebraska Office on Aging) + APAAA (Lincoln Area Aging Agency) + Experience Works = Net Federal Allocation*
- *Net Federal Allocation / Placements = Average Cost per Placement Slot*

## F. PROJECT REQUIREMENTS

### 1. PROGRAM GOALS

The SCSEP has two primary goals:

- a. Advance economic self-sufficiency for program participants through employment training and job placement; and
- b. Promote useful opportunities for community service activities through community service employment partnerships.

### 2. ELIGIBILITY

There are strict program eligibility requirements for participants to be eligible to participate in the program, individuals must:

- a. be age 55 or older,
- b. be unemployed, and
- c. have a total family income of less than 125% of federal poverty level.

**3. PRIORITY FOR PARTICIPATION**

SCSEP grants priority enrollment

- a. first to veterans and their qualified spouses,
- b. then to individuals who are 65 and older, or:
  - i. Have a disability,
  - ii. Have limited English proficiency,
  - iii. Have low literacy skills,
  - iv. Live in a rural area,
  - v. Have low employment prospects,
  - vi. Are unable to find employment through the Workforce Investment Act (WIA) system, or
  - vii. Are homeless or at risk of homelessness.

Once an individual is enrolled in SCSEP they are placed in community service assignments at host agencies where they work an average of 20 hours a week for minimum wage (federal, or state, whichever is highest). The participant's wage is subsidized by SCSEP funding, not by the host agency—a 501(c)(3) non-profit or government entity. The host agency benefits because they are given a worker whose wages are paid by an outside entity and the SCSEP participant benefits because they are gaining job skills and training.

**4. DURATIONAL LIMIT**

Participants may remain in the SCSEP program for a maximum of 48 months. During the 2006 reauthorization of the OAA, a new individual durational limit was enacted for SCSEP participants. This limits a person's lifetime participation in the program to a total of 48 months. The clock for individual durational limits began July 1, 2007; thus on July 1, 2011, SCSEP participants who had been continuously enrolled in the program for four years met their lifetime limit for participation and were provided with a 30 day termination notice. Participants were given information on additional resources including access to volunteer opportunities.

**5. DURATION WAIVER**

SCSEP participants may be given a program waiver to extend their individual durational limit beyond 48 months. Each state and National SCSEP grantee determines which waiver factors, if any, they will accept allowing participants who have reached their durational limit for the program to continue receiving services.

Qualifying waiver factors include:

- a. Severe disability;
- b. Frail;
- c. 75 years of age or older;
- d. Low literacy skills;
- e. Old enough for, but not receiving, Social Security Title II;
- f. Severely limited employment prospects in areas of persistent unemployment; and
- g. Limited English proficiency.

**6. LOCAL COORDINATION**

State grantees—and most National grantees—work with local organizations for actual program implementation. Grantees manage the work of subrecipients—such as Area Agencies on Aging at the local level—that organize recruitment activities, participant

intake, assessment, and evaluation and collaborate with host agencies that provide participant placements. Grantee management activities include subrecipient training and technical assistance and developing a subrecipient monitoring process which can include reporting systems and on-site reviews. Grantees create action plans with their subrecipient which outlines monthly goals to meet the performance measures outlined in the OAA.

The core indicators used to measure grantee/subrecipient performance are:

- a. Hours (in the aggregate) of community service employment;
- b. Entry into unsubsidized employment;
- c. Retention in unsubsidized employment for six months;
- d. Earnings;
- e. Number of eligible individuals served, and
- f. Number of most-in-need individuals served.

## **7. MEASUREMENT IN SPARQ**

State and National grantees use the SCSEP Performance and Results Quarterly Progress Report System (SPARQ), an online data collection, performance and case management tool to monitor the work and progress of individual subrecipients and of their SCSEP project as a whole. The SPARQ program is managed by the US DOL at the federal level, and is available to all grantees.

Currently, additional indicators which can be measured by grantees/subrecipients are:

- a. retention of the former SCSEP participant in unsubsidized employment for one year; and
- b. the satisfaction of the participants, employers, and their host agencies with the experiences and services they were provided.

It is the responsibility of the grantee to ensure that their subrecipients are meeting these outlined performance measures each quarter. New federal indicators will soon be included to measure the number of individuals who volunteer in the community.

## **8. SUBRECIPIENTS**

Subrecipients are responsible for administering the program. They recruit, enroll, assess, and develop an Individual Employment Plan (IEP) for participants; engage with the local One-Stop Career Centers; build relationships with host agencies and place participants in community service assignments; and report to their grantor by documenting case files, adding data, and tracking program performance measures through the SPARQ.

In order to reach as many potential SCSEP participants as possible, subrecipients work with their State or National grantee to develop successful recruitment strategies. Common SCSEP recruitment sites include shopping centers, libraries, grocery stores, banks, post offices, Social Security offices, community organizations, faith based communities, senior expos, job fairs, food banks, senior housing programs, seniors centers, restaurants, and One-Stop Career Centers.

In addition to face-to-face recruitment, subrecipients use advertisements to recruit potential participants, including brochures; mail inserts; direct mailing; flyer/posters; and paid advertisements online, in newspapers and on television. However, word-of-mouth is thought to be the most effective and efficient form of advertisement because

former and current participants who enjoyed their experience often tell others about the program.

Once subrecipients have recruited a participant and determined his or her eligibility, the participant is provided with an assessment to determine their interests, occupational preference, skills and training, educational attainment, and any barriers to employment. The assessment information is used to develop an IEP with the participant. The IEP is an agreed to plan with the participant and subrecipient which outlines the occupational preferences and the training needed. A set of established goals with timelines are determined for training; barriers to employment are addressed and supportive services are provided. This information helps to determine an appropriate community service assignment.

## **9. SUPPORTIVE SERVICES**

- a.** Supportive services commonly provided to the participant, either by the subrecipient or through referrals to other agencies, include but not limited to:
  - i.** transportation,
  - ii.** legal assistance with access to a benefits specialist,
  - iii.** subsidized housing,
  - iv.** caregiver support,
  - v.** personal and financial counseling,
  - vi.** health care, and
  - vii.** medical services.
  
- b.** Participants may also be offered:
  - i.** rent and utility assistance,
  - ii.** payment of reasonable costs for transportation and
  - iii.** money for incidentals such as uniforms, shoes, badges, safety glasses, and tools.

## **10. INDIVIDUAL EMPLOYMENT PLAN (IEP)**

The IEP serves as a roadmap with measurable action steps describing what the participant needs to accomplish and how to accomplish it. Along with the work experience gained through their community service assignment, the participant may also take advantage of specific skills training that may include computer classes, practice interview sessions, resume building activities, and job counseling.

## **11. ON THE JOB EXPERIENCE (OJE)**

Another training option for SCSEP participants is on-the-job experience (OJE), which can be helpful in finding participants unsubsidized employment in the private sector. In OJE, the participant is trained through their employer for a specific position up to 40 hours per week for up to 12 weeks; the employer is given a subsidy for the cost of training. This kind of training gives the participant training and skills specific to a position and guarantees employment with the employer.

## **12. HOST AGENCY**

Participants are assigned to a host agency, also known as a community services assignment, after their eligibility for the SCSEP is determined. Host agencies are federal, state, county or city governments or 501(c)(3) nonprofit organizations in a community close to where the participant lives. Organizations or agencies which can serve as potential worksites include, but are not limited to, libraries, schools, Humane

Societies, health care offices, job centers, hospices, housing authorities, medical facilities, parks, and social and human service departments. There are also many host agencies within the Aging Network including Area Agencies on Aging (AAAs), Aging and Disability Resource Centers (ADRCs), independent living centers, State Units on Aging (SUAs), Social Security offices, senior centers, and senior nutrition sites.

Host agencies provide valuable community service assignments in areas such as healthcare, social services, maintenance, janitorial, retail services, clerical/receptionist, customer service, housekeeping, and nutrition services. It is the duty of the host agency to provide the SCSEP participant with valuable training and real-world work skills that will prepare them for unsubsidized employment.

The relationship between the SCSEP participant and their host agency is mutually beneficial. The host agency benefits from the community service work and talents of the SCSEP participant—whose wages are paid by the subrecipient with SCSEP funds—while the participant receives valuable training and learns real-world work skills during their community service assignment. Through their community service placement, SCSEP participants gain the knowledge and skills necessary to secure unsubsidized employment, which is the ultimate goal of the program.

#### **G. SUBRECIPIENT REQUIREMENTS**

1. Final version of work plan due one week after subaward start date.
2. Final version of exit plan for transition to a subsequent subrecipient due two weeks after subaward start date.
3. Disaster Recovery/Back up Plan due 30 days after subrecipient start date.

#### **H. ADDITIONAL DOCUMENTS**

1. Form A, Bidder Contact Sheet – Completed and returned with proposal response.
2. Exhibit 1, Nebraska SUA Monthly Financial Summary – Completed document will be sent to the State Unit on Aging per RFP requirements.
3. Exhibit 2, Nebraska Request for Funds – Completed document will be sent to the State Unit on Aging per RFP requirements.
4. Attachment A, Technical Requirements Matrix – Completed and returned with proposal response.
5. Attachment B, Additional Required Information – Completed and returned with proposal response.
6. Attachment C, Commonly used Industry Terms – Document included with applicable industry terms for reference.
7. Attachment D, Subrecipient Reporting Worksheet – Per GGG. Federal Funding Accountability and Transparency Act Reporting, this document will be completed by the subrecipient who is awarded the subaward.
8. Attachment E – Per MMM Compliance with Grant Modification / Notice of Obligation, this document is a copy of the grant for reference.

#### **I. REQUIREMENTS**

1. Cost reimbursable payments are to be made in general accordance with the categories and criteria as set forth in this RFP and grant. Subrecipient shall submit monthly payment requests in accordance with the billing requirements on Exhibit 1 and Exhibit 2.

## **V. PROPOSAL INSTRUCTIONS**

This section documents the mandatory requirements that must be met by bidders in preparing the Technical 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 Proposal 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 Subaward" form, signed in ink;
2. Corporate Overview; and
3. Technical Approach (to include Attachment A and Attachment B).

#### **1. REQUEST FOR PROPOSAL FOR SUBAWARD FORM**

By signing the "Request for Proposal for Subaward" 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 Subaward 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 subrecipient(s) will require notification to the State.

**d. OFFICE LOCATION**

The bidder's office location responsible for performance pursuant to an award of a subaward 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 or subaward number(s) and/or any other information available to identify such contract(s) or subaward(s). If no such contracts or subawards exist, so declare.

**f. BIDDER'S EMPLOYEE RELATIONS TO STATE**

If any party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a contractor or second tier award agreement entity 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. SUBAWARD PERFORMANCE**

If the bidder or any proposed contractor or second tier award agreement entity has had a contract and/or subaward 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 and/or subaward 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 Subrecipient'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 Subrecipient or as a contractor or second tier award agreement entity. If a bidder performed as the prime Subrecipient, 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. Subrecipient and contractor or second tier award agreement entity experience must be listed separately. Narrative descriptions submitted for subrecipient and contractor or second tier award agreement entities must be specifically identified as subrecipient and contractor or second tier award agreement entities projects.
- iii. If the work was performed as a contractor or second tier agreement entity or subrecipient, the narrative description shall identify the same information as requested for the Subrecipients above. In addition, contractor or second tier award agreement entities shall identify what share of subaward costs, project responsibilities, and time period were performed as a Contractor or second tier award agreement entity.

**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 subaward 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. CONTRACT OR SECOND TIER AWARD AGREEMENT**

If the bidder intends to enter into a contract or second tier award agreement with another entity to perform any of the services provided, the bidder must provide:

- i.** name, address, and telephone number of the entity;
- ii.** specific tasks for each entity;
- iii.** percentage of performance hours intended for each contract or second tier award agreement; and
- iv.** total percentage of entity performance hours.

**3. TECHNICAL APPROACH**

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

- a.** Understanding of the project requirements;
- b.** Proposed development approach;
- c.** Technical considerations;
- d.** Detailed project work plan;
- e.** Requirements and due dates;
- f.** Demonstrating an understanding of the federal requirements of the program;
- g.** Success in similar programs;
- h.** Willingness to work with the State in improving the outreach;
- i.** Implementation statewide;
- j.** Attachment A; and
- k.** Attachment B.

**B. PAYMENT SCHEDULE**

The payment schedule for the project is tied to specific dates, terms, conditions, and requirements. Invoices may be submitted by the Subrecipient on specific dates based on the completion and acceptance of related requirements or services. No invoice will be approved unless the associated requirements have been approved.

Cost reimbursable payments are to be made in general accordance with the categories and criteria as set forth in this RFP and grant. Subrecipient shall submit monthly payment requests in accordance with the following billing requirements:

Requests for Funds (Exhibit 2) and the Monthly Financial Summary (Exhibit 1) shall be submitted on a monthly basis to the attention of:

State Unit on Aging  
Department of Health & Human Services  
P.O. Box 95026  
Lincoln, NE 68509-5026

# Form A

## Bidder Contact Sheet

### Request for Proposal Number 4888Z1

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:                                      |  |

**Exhibit 1**  
**Nebraska SUA Monthly Financial Summary**

DHHS State Unit on Aging

Monthly financial Summary (Form A)

Grantee:

Funding Source:

Month:

Activity:

| <b>COST CATEGORIES</b>             | <b>ANNUAL BUDGET</b> | <b>EXPENDITURES YTD</b> | <b>CURRENT MONTH EXP</b> | <b>APPROVED BY SUA</b> |
|------------------------------------|----------------------|-------------------------|--------------------------|------------------------|
| 1. Personnel                       |                      |                         |                          |                        |
| 2. Travel                          |                      |                         |                          |                        |
| 3. Printing & Supplies             |                      |                         |                          |                        |
| 4. Equipment                       |                      |                         |                          |                        |
| 5. Building Space                  |                      |                         |                          |                        |
| 6. Comm & Utilities                |                      |                         |                          |                        |
| 7. Other                           |                      |                         |                          |                        |
| 8a. Raw Food                       |                      |                         |                          |                        |
| 8b. Contractual Services           |                      |                         |                          |                        |
| 9. Gross Costs                     |                      |                         |                          |                        |
| <b>Non-Matching</b>                |                      |                         |                          |                        |
| 10. Other (Non-matching)           |                      |                         |                          |                        |
| 11a. Title XX                      |                      |                         |                          |                        |
| 11b. NSIP                          |                      |                         |                          |                        |
| 12a. Income Contrib/Fees           |                      |                         |                          |                        |
| 12b. Total Non-match               |                      |                         |                          |                        |
| 13. Actual Costs                   |                      |                         |                          |                        |
| <b>Matching</b>                    |                      |                         |                          |                        |
| 14a. Local Public (Cash)           |                      |                         |                          |                        |
| 14b. Local Public Other            |                      |                         |                          |                        |
| 15. Local Other                    |                      |                         |                          |                        |
| 15a. Local Other (Cash)            |                      |                         |                          |                        |
| 16. Total Local Matching           |                      |                         |                          |                        |
|                                    |                      |                         |                          |                        |
| 17a. CASA                          |                      |                         |                          |                        |
| 17b. CASA as Match                 |                      |                         |                          |                        |
| 18a. Reservation Table             |                      |                         |                          |                        |
| 18b. Special Award                 |                      |                         |                          |                        |
| 18c. Care Management               |                      |                         |                          |                        |
| 18d. Total SUA Cost                |                      |                         |                          |                        |
| <i>III E Only Grandparent only</i> |                      |                         |                          |                        |

I certify that to the best of my knowledge and belief that the above information is correct and complete and is for the purpose set forth in the award document

Authorized Certifying Officer \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

|                   |  |  |
|-------------------|--|--|
| DHHS-SUA Use Only |  |  |
| State Match       |  |  |
| Federal AoA       |  |  |
| Total             |  |  |

**Exhibit 2**  
Nebraska Request for Funds

REQUEST FOR FUNDS (FORM E)                      Grantee \_\_\_\_\_

Funding Source \_\_\_\_\_                      NGA # \_\_\_\_\_                      Month \_\_\_\_\_

Activity \_\_\_\_\_                      Reporting Period: From \_\_\_\_\_ To \_\_\_\_\_

| FOR GRANTEE USE                            | State CASA | Reservation Table | Special Award | Total |
|--|------------|-------------------|---------------|-------|
| (A) Expenditure Year-to-Date               |            |                   |               |       |
| (B) Est. Expenditures next one month       |            |                   |               |       |
| (C) Total Actual and Est. Expenditures     |            |                   |               |       |
| (D) Funds Received to Date (State and Fed) |            |                   |               |       |
| (E) Net Funds Requested (C - D)            |            |                   |               |       |
| (F) Authorized Grant Award                 |            |                   |               |       |
| (G) Unrequested Balance (F - C)            |            |                   |               |       |

I certify to the best of my knowledge and belief that the above costs and funds requested are correct and complete and are for the purpose set for the in the award documents.

\_\_\_\_\_ Director \_\_\_\_\_  
Authorized Certifying Official                      Title                      Date

FOR HHSS USE

NGA # \_\_\_\_\_

|  | State CASA | State | Federal | Total |
|--|------------|-------|---------|-------|
| (A) Original Obligational Authority    |            |       |         |       |
| (B) Funds to Grantee                   |            |       |         |       |
| (C) Grant Expenditures (Approved)      |            |       |         |       |
| (D) Cash on Hand (B - C)               |            |       |         |       |
| (E) Amount of Grant Unexpended (A - C) |            |       |         |       |
| (F) Funds approved this request        |            |       |         |       |

\_\_\_\_\_ Date \_\_\_\_\_                      \_\_\_\_\_ Date \_\_\_\_\_  
Fiscal Review                      Program Review

| Fund | Program | Subprogram | Activity | Object | Other | Amount |
|------|---------|------------|----------|--------|-------|--------|
|      |         |            |          |        |       |        |
|      |         |            |          |        |       |        |

\_\_\_\_\_ Date \_\_\_\_\_  
Fiscal Certification