

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

RETURN TO:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
Phone: 402-471-6500
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
RFP 5208Z1	February 12, 2016
OPENING DATE AND TIME	PROCUREMENT CONTACT
April 21, 2016 2:00 p.m. Central Time	Jennifer Crouse/Nancy Storant

This form is part of the specification package and must be signed and returned, along with proposal documents, by the opening date and time specified.

**PLEASE READ CAREFULLY!
SCOPE OF SERVICE**

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau, is issuing this Request for Proposal, RFP Number 5208Z1 for the purpose of selecting a qualified contractor to provide a Vocational Rehabilitation Client Management System for Nebraska Commission for the Blind and Visually Impaired (NCBVI).

Written questions are due no later than February 26, 2016, and should be submitted via e-mail to as.materielpurchasing@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

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

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

1. Sealed proposals must be received in State Purchasing Bureau by the date and time of proposal opening per the schedule of events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed 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>

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.02, all State contracts in effect as of January 1, 2014, and all contracts entered into thereafter, will be posted to a public website. Beginning July 1, 2014, all contracts will be posted to a public website managed by the Department of Administrative Services.

In addition, all responses to Requests for Proposals will be posted to the Department of Administrative Services public website. The public posting will include figures, illustrations, photographs, charts, or other supplementary material. Proprietary information identified and marked according to state law is exempt from posting. To exempt proprietary information you must submit a written showing that the release of the information would give an advantage to named business competitor(s) and show that the named business competitor(s) will gain a demonstrated advantage by disclosure of information. The mere assertion that information is proprietary is not sufficient. (Attorney General Opinion No. 92068, April 27, 1992) The agency will then determine if the interests served by nondisclosure outweigh any public purpose served by disclosure. Cost proposals will not be considered propriety.

To facilitate such public postings, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a response to this RFP, specifically waives any copyright or other protection the contract or response to the RFP may have; and, acknowledge that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a response to this RFP and award of the contract. Failure to agree to the reservation and waiver of protection will result in the response to the RFP being non-conforming and rejected.

Any entity awarded a contract or submitting a RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials 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 posting of contracts, RFPs and related documents.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

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

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

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

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

TABLE OF CONTENTS

TABLE OF CONTENTS	iii
GLOSSARY OF TERMS	v
I. SCOPE OF THE REQUEST FOR PROPOSAL	1
A. SCHEDULE OF EVENTS	1
II. PROCUREMENT PROCEDURES	2
A. PROCURING OFFICE AND CONTACT PERSON	2
B. GENERAL INFORMATION	2
C. CUSTOMER SERVICE	2
D. COMMUNICATION WITH STATE STAFF AND EVALUATORS	2
E. WRITTEN QUESTIONS AND ANSWERS	2
F. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS	3
G. SUBMISSION OF PROPOSALS	3
H. PROPOSAL OPENING	4
I. LATE PROPOSALS	4
J. REJECTION OF PROPOSALS	4
K. EVALUATION OF PROPOSALS	4
L. EVALUATION COMMITTEE	5
M. MANDATORY REQUIREMENTS	5
N. REFERENCE CHECKS	5
O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS	6
P. VIOLATION OF TERMS AND CONDITIONS	6
III. TERMS AND CONDITIONS	7
A. GENERAL	7
B. AWARD	7
C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION	8
D. PERMITS, REGULATIONS, LAWS	8
E. OWNERSHIP OF INFORMATION AND DATA	9
F. INSURANCE REQUIREMENTS	9
G. COOPERATION WITH OTHER CONTRACTORS	11
H. INDEPENDENT CONTRACTOR	11
I. CONTRACTOR RESPONSIBILITY	11
J. CONTRACTOR PERSONNEL	12
K. CONTRACT CONFLICTS	12
L. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION	12
M. CONFLICT OF INTEREST	13
N. PROPOSAL PREPARATION COSTS	13
O. ERRORS AND OMISSIONS	13
P. BEGINNING OF WORK	13
Q. ASSIGNMENT BY THE STATE	14
R. ASSIGNMENT BY THE CONTRACTOR	14
S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL	14
T. GOVERNING LAW	14
U. ATTORNEY'S FEES	15
V. ADVERTISING	15
W. STATE PROPERTY	15
X. SITE RULES AND REGULATIONS	15
Y. NOTIFICATION	16
Z. EARLY TERMINATION	16
AA. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS	17
BB. BREACH BY CONTRACTOR	17
CC. ASSURANCES BEFORE BREACH	18
DD. ADMINISTRATION – CONTRACT TERMINATION	18
EE. PENALTY	18
FF. FORCE MAJEURE	18
GG. PROHIBITION AGAINST ADVANCE PAYMENT	19

HH.	PAYMENT	19
II.	INVOICES.....	19
JJ.	RIGHT TO AUDIT	20
KK.	TAXES	20
LL.	INSPECTION AND APPROVAL	21
MM.	CHANGES IN SCOPE/CHANGE ORDERS	21
NN.	SEVERABILITY	21
OO.	CONFIDENTIALITY	21
PP.	PROPRIETARY INFORMATION	22
QQ.	CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING	22
RR.	STATEMENT OF NON-COLLUSION	23
SS.	PRICES	23
TT.	BEST AND FINAL OFFER.....	24
UU.	ETHICS IN PUBLIC CONTRACTING	24
VV.	INDEMNIFICATION	24
WW.	NEBRASKA TECHNOLOGY ACCESS STANDARDS.....	25
XX.	ANTITRUST.....	25
YY.	DISASTER RECOVERY/BACK UP PLAN.....	26
ZZ.	TIME IS OF THE ESSENCE.....	26
AAA.	RECYCLING.....	26
BBB.	DRUG POLICY	26
CCC.	EMPLOYEE WORK ELIGIBILITY STATUS.....	27
DDD.	CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY.....	27
EEE.	POLITICAL SUB-DIVISIONS.....	28
FFF.	OFFICE OF PUBLIC COUNSEL	28
GGG.	LONG-TERM CARE OMBUDSMAN.....	28
IV.	PROJECT DESCRIPTION AND SCOPE OF WORK	29
A.	PROJECT OVERVIEW.....	29
B.	NEBRASKA COMMISSION FOR THE BLIND AND VISUALLY IMPAIRED	29
C.	CURRENT OPERATING ENVIRONMENT.....	29
D.	SCOPE OF WORK	30
E.	PROJECT REQUIREMENTS	31
F.	TECHNICAL REQUIREMENTS.....	33
G.	ESCROW – for Option 2 only	36
H.	PROJECT PLANNING AND MANAGEMENT.....	36
I.	TRAINING REQUIREMENTS.....	37
J.	PERFORM IMPLEMENTATION	38
K.	DOCUMENTATION	38
L.	PROVIDE POST IMPLEMENTATION SUPPORT	38
M.	TRANSITION PLAN REQUIREMENTS	39
N.	SUGGESTED TARGET DATES.....	39
O.	ENHANCEMENTS (OPTIONAL)	39
P.	DELIVERABLES.....	39
Q.	TECHNICAL APPROACH	39
V.	PROPOSAL INSTRUCTIONS	40
A.	PROPOSAL SUBMISSION.....	40
B.	COST PROPOSAL REQUIREMENTS	43
C.	PAYMENT SCHEDULE	43
	Form A Bidder Contact Sheet	44

GLOSSARY OF TERMS

Accessibility: Design of hardware and software systems with features that allow their use by persons with disabilities either without modification or through specialized hardware or software that does not interfere with the existing operating environment.

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.

After Receipt of Order (ARO): After Receipt of Order

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.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

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

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

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

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

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

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

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

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

Central Processing Unit (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.

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

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

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

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

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

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

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

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

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

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.

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

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.

Default: The omission or failure to perform a contractual duty.

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

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

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

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

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

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

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

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

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

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

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

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

Must: See Shall/Will/Must.

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

NCBVI: Nebraska Commission for the Blind and Visually Impaired.

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

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

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

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

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

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

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Pre-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

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

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

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

Proposal: See Bid/Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and service 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) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

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

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

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

Rehabilitation Act of 1973: The **Rehabilitation Act of 1973, Title IV of the Workforce Innovation and Opportunity Act**, ([Pub.L. 113-128](#), 128 [Stat. 1425](#), enacted July 22, 2014), is a [federal law](#), codified as [29 U.S.C. § 3101](#). WIOA, Title IV replaces the [Vocational Rehabilitation Act of 1973](#), to extend and revise the authorization of grants to States for vocational rehabilitation services, with special emphasis on services to those with the most severe disabilities.

Rehabilitation Services Administration (RSA): This is a division of the United States Department of Education Office of Special Education and Rehabilitation Services.

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

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

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

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

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

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

SSA: Social Security Administration

SSDI: Social Security Disability Insurance

SSI: Supplemental Security Income

SSN: Social Security Number

Screen Access Software: Also referred to as a screen reader. This software provides a user who is blind access to the computer screen through speech or refreshable Braille output. It provides users with keystrokes or gestures that allow them to control what is read or to access information in a specific way.

Section 508: Part of the Rehab Act of 1973 that was amended in 1998, [29 U.S.C. § 794 \(d\)](#). Provides regulations for hardware and software information technology products to ensure that they are usable by people with disabilities. It is the basis for the State of Nebraska Technology Access Clause that must appear in all State technology contracts.

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

Should: Expected; suggested, but not necessarily mandatory.

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

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

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

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

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

Termination: Occurs when either party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

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

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

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

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

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

Will: See Shall/Will/Must.

Work Day: See Business Day.

Workforce Innovation and Opportunity Act of 2014 (Pub. L. 113-128, 128 Stat. 1425, enacted July 22, 2014, codified as 29 U.S.C. § 3101): Provides amendments and reauthorization to the Workforce Investment Act, including Title IV, the Rehabilitation Act of 1973. Also known as WIOA.

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 5208Z1 for the purpose of selecting a qualified Contractor to provide a Vocational Rehabilitation Client Management System for Nebraska Commission for the Blind and Visually Impaired (NCBVI). Any resulting contract is not an exclusive contract to furnish the services provided for in this Request for Proposal, and does not preclude the purchase of similar services from other sources.

A contract resulting from this Request for Proposal will be issued approximately for a period of six (6) years effective the date of award. The contract has the option to be renewed for six (6) additional three (3) year periods as mutually agreed upon by all parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Contractor and the State of Nebraska.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:
<http://das.nebraska.gov/materiel/purchasing.html>

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release Request for Proposal	February 12, 2016
2.	Last day to submit written questions	February 26, 2016
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	March 11, 2016
4.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	April 21, 2016 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	April 21, 2016
6.	Evaluation period	April 22, 2016 through May 12, 2016
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	July 1, 2016
9.	Contract finalization period	July 5, 2016 through July 29, 2016
10.	Contract award	August 1, 2016
11.	Contractor start date	August 1, 2016

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: Jennifer Crouse/Nancy Storant
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: 402-471-6500
Facsimile: 402-471-2089
E-Mail: as.materieipurchasing@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing a Vocational Rehabilitation Client Management System for Nebraska Commission for the Blind and Visually Impaired (NCBVI) at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

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

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

C. CUSTOMER SERVICE

In addition to any specified service requirements contained in this agreement, the Contractor agrees and understands that satisfactory customer service is required. Contractor will develop or provide technology and business procedures designed to enhance the level of customer satisfaction and to provide the customer appropriate information given their situation. Contractor, its employees, Subcontractors, and agents must be accountable, responsive, reliable, patient, and have well-developed communication skills as set forth by the customer service industry's best practices and processes.

D. COMMUNICATION WITH STATE STAFF AND EVALUATORS

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the Contractor, contact regarding this project between potential Contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this RFP.

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

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. contacts made pursuant to any pre-existing contracts or obligations; and
3. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

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

E. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 5208Z1; Vocational Rehabilitation Client Management System Questions". It is preferred that questions be sent via e-mail to

as.materielpurchasing@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Jennifer Crouse/Nancy Storant, showing the total number of pages transmitted, and clearly marked "RFP Number 5208Z1; Vocational Rehabilitation Client Management System 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.

F. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

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

Select bidders may be given the opportunity to demonstrate their proposed system to the State. This demonstration will include hands-on usage by both sighted and blind individuals. Bidder should be prepared for a four (4) day demonstration period. The State will provide its own hardware and this hardware will vary, to include nonvisual access technology, specifically Zoom Text and JAWS.

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

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

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

G. SUBMISSION OF PROPOSALS

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

To facilitate the proposal evaluation process, one (1) original electronic file of the entire proposal must be submitted on a USB flash drive. Electronic documents must be submitted as an original, searchable PDF so documents can be read by blind and visually impaired evaluators. All images must be accompanied by text. Electronic file should not be encrypted in any manner. Proposals must be submitted by the proposal due date and time. A separate USB flash drive 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 the proposal will be rejected.

The Technical and Cost Proposals should be presented in separate sections and be able to print on standard 8 ½" x 11" paper, except that charts, diagrams and the like may be able to print 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.

Important: This RFP provides two options for bidding to provide a CMS for NCBVI under:

1. Option 1: SaaS Solution, or
2. Option 2: License, Maintenance, and Support Solution.

Bidders may bid on either or both options. In order for a bidder to be considered for more than one option, a complete, separate proposal (Corporate Overview, Technical Approach, and Cost Proposal) must be submitted for EACH option. Each proposal submitted must clearly identify which option is being bid.

H. PROPOSAL OPENING

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

I. LATE PROPOSALS

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

J. REJECTION OF PROPOSALS

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

K. EVALUATION OF PROPOSALS

All proposals that are responsive to the Request for Proposal will be evaluated. Each category will have a maximum possible point potential. The State will evaluate all proposals submitted within each separate option (Option 1: SaaS Solution and Option 2: License, Maintenance, and Support Solution). The State reserves the right to award either option at its sole discretion. The State will conduct a fair, impartial, and comprehensive evaluation of all responsive proposals in accordance with the criteria set forth below. The State may elect to use a third-party to conduct credit checks as part of the corporate overview evaluation. Areas that will be addressed and scored during the evaluation include:

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

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

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

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

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. § 73-107 and has so indicated on the RFP cover page under "Bidder must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. 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
4. 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 weighting will be released with the Request for Proposal. Evaluation criteria weighting and a list of respondents will be posted to the State Purchasing Bureau website at <http://das.nebraska.gov/materiel/purchasing.html>

L. EVALUATION COMMITTEE

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

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

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

M. MANDATORY REQUIREMENTS

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

1. Request for Proposal For Contractual Services form, signed;
2. Corporate Overview;
3. Completed Section III;
4. Technical Approach; and
5. Cost Proposal.

N. REFERENCE CHECKS

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

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

O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders should be authorized to transact business in the State of Nebraska. All bidders are expected to comply with all Nebraska Secretary of State Registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The bidder who is the recipient of an Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its current (within ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing; or in the case of a sole proprietorship, provide written documentation of sole proprietorship. This must be accomplished prior to the award of the contract. Construction Contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

If a bank is registered with the Office of Comptroller of Currency, it is not required to register with the State. However, the Office of Comptroller of Currency does have a certificate of good standing/registration. The bank could provide that for verification. (Optional)

P. VIOLATION OF TERMS AND CONDITIONS

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

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award
3. Termination of the resulting contract.
4. Legal action.
5. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

III. TERMS AND CONDITIONS

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal. **Bidders must include completed Section III with their proposal response.**

The State of Nebraska is soliciting bids in response to the RFP. The State of Nebraska will not consider proposals that propose the substitution of the bidder's contract, agreements, or terms for those of the State of Nebraska's. Any License, Service Agreement, Customer Agreement, User Agreement, Bidder Terms and Conditions, Document, or Clause purported or offered to be included as a part of this RFP must be submitted as individual clauses, as either a counter-offer or additional language, and each clause must be acknowledged and accepted in writing by the State. If the Bidder's clause is later found to be in conflict with the RFP or resulting contract the Bidder's clause shall be subordinate to the RFP or resulting contract.

A. GENERAL

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

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

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

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

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

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once 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

Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

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

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

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

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

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

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to this contract.

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

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

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor(s). The Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any Subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

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

Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this section.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or

indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

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

3. INSURANCE COVERAGE AMOUNTS REQUIRED

COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$10,000 any one person
Damage to Rented Premises	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3 rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$3,000,000
SUBROGATION WAIVER	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
LIABILITY WAIVER	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory."	

4. EVIDENCE OF COVERAGE

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-2089 (fax)

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

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of

coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

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

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

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

H. INDEPENDENT CONTRACTOR

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

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

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

I. CONTRACTOR RESPONSIBILITY

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

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

If the Contractor intends to utilize any Subcontractor's services, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any

Subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

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

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work on the project.

Personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

In respect to its employees, the Contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. damages incurred by Contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

K. CONTRACT CONFLICTS

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

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.

L. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

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

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

M. CONFLICT OF INTEREST

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

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

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

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

N. PROPOSAL PREPARATION COSTS

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

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

O. ERRORS AND OMISSIONS

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

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

P. BEGINNING OF WORK

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

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

Q. ASSIGNMENT BY THE STATE

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

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

R. ASSIGNMENT BY THE CONTRACTOR

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

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

S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

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

T. GOVERNING LAW

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

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

U. ATTORNEY'S FEES

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

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

V. ADVERTISING

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

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

W. STATE PROPERTY

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

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

X. SITE RULES AND REGULATIONS

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

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the Contractor.

Y. NOTIFICATION

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

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

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

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

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

Z. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;

- c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
- d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
- e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
- f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- g. Contractor intentionally discloses confidential information;
- h. Contractor has or announces it will discontinue support of the deliverable;
- i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
- j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

AA. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

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

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

BB. BREACH BY CONTRACTOR

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

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

CC. ASSURANCES BEFORE BREACH

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

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

DD. ADMINISTRATION – CONTRACT TERMINATION

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

3. Contractor must provide confirmation that upon contract termination all deliverables prepared in accordance with this agreement shall become the property of the State of Nebraska; subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.
4. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor’s routine back up procedures.

EE. PENALTY

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

In the event that the Contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the Contractor, without penalty, until such failure is cured or otherwise adjudicated. Contractor will be notified in writing when penalty will commence.

FF. FORCE MAJEURE

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

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party (“Force Majeure Event”). A Force Majeure Event shall not constitute a breach of the contract. The

party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

GG. PROHIBITION AGAINST ADVANCE PAYMENT

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

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

HH. PAYMENT

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

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

II. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall be sent to: Accounts Payable, Nebraska Commission for the Blind and Visually Impaired, 214 N 7th St Ste 11, Norfolk, NE 68701-4036. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

JJ. RIGHT TO AUDIT

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

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those Subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

KK. TAXES

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

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

LL. INSPECTION AND APPROVAL

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

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

MM. CHANGES IN SCOPE/CHANGE ORDERS

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

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification. Changes or additions to the contract beyond the scope of the RFP are not permitted.

NN. SEVERABILITY

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

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

OO. CONFIDENTIALITY

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

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the

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

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

PP. PROPRIETARY INFORMATION

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

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

QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

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

By submission of this proposal, the bidder certifies that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and

will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

RR. STATEMENT OF NON-COLLUSION

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

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

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

SS. PRICES

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

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the Request for Proposal is cancelled.

Prices quoted on the cost proposal shall remain firm for the initial contract period. Any request for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 180 days prior to the end of contract period, to be applied to the subsequent renewal period, and must show cause and be accompanied by supporting documentation. Further documentation may be required by the State to justify the increase. The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

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

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

TT. BEST AND FINAL OFFER

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

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

UU. ETHICS IN PUBLIC CONTRACTING

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

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

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

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

VV. INDEMNIFICATION

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

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 *et seq.* and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

WW. NEBRASKA TECHNOLOGY ACCESS STANDARDS

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

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor’s performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

XX. ANTITRUST

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

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

YY. DISASTER RECOVERY/BACK UP PLAN

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

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

ZZ. TIME IS OF THE ESSENCE

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

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

AAA. RECYCLING

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

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

BBB. DRUG POLICY

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

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

CCC. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>

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

DDD. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

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

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

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

EEE. POLITICAL SUB-DIVISIONS

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

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

FFF. OFFICE OF PUBLIC COUNSEL

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

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

GGG. LONG-TERM CARE OMBUDSMAN

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

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

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

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

In this section and accompanying attachments, the term vendor is defined as the individuals, organizations, and suppliers that provide services and equipment to clients of the Nebraska Commission for the Blind and Visually Impaired.

A. PROJECT OVERVIEW

The Nebraska Commission for the Blind and Visually Impaired (NCBVI) is seeking a commercially available hosted, web-based Client Management System (CMS) that can be customized to meet the unique requirements of NCBVI and its clients. This RFP provides two options for bidding to provide a CMS for NCBVI: Option 1: a SaaS solution and Option 2: a license, maintenance, and support solution. In order for a bidder to be considered for more than one option, a complete, separate proposal (Corporate Overview, Technical Approach, and Cost Proposal) must be submitted for EACH option. The State will evaluate all proposals submitted within each separate option. A highest scoring bidder will be identified for each option (Option 1 and Option 2). The State reserves the right to award any or all options at its sole discretion.

In response to the Rehabilitation Act of 1973 as amended by Title IV of the Workforce Innovation and Opportunity Act of 2014, NCBVI wants to replace its existing CMS. The new CMS will replace the current system which has become more limited in its usability as technology has advanced. The new CMS must be in compliance with 34 Code of Federal Regulations (CFR), Parts 361-399. It must be able to report outcomes of NCBVI programs in a manner compliant with current law. The CMS must be compliant with Section 508 of the ADA and will be tested and evaluated by NCBVI for usability. The CMS must be able to generate .csv transaction files of financial items to be sent to the State's Payroll and Financial Center (PFC – the State's accounting system, Oracle's JDEdwards EnterpriseOne, version 9.1) and accept .csv transaction files of financial items returned from the State's PFC.

NCBVI's business process involves the activities listed below.

1. Track client demographic information
2. Develop plans for client rehabilitation
3. Track clients (status, eligibility, economics, disability plans)
4. Track client progress notes for documentation purposes;
5. Generate automated forms and communications to clients
6. Track client purchase orders and disbursements
7. Generate reports to meet state and federal requirements
8. Produce internal financial reports
9. Track vendors
10. Track specialized fee codes associated with vendors and services
11. Provide extensive reporting for client support and client tracking
12. Communicate with private sector service providers and vendors
13. Compile statistical data
14. Produce ad hoc reports on request

B. NEBRASKA COMMISSION FOR THE BLIND AND VISUALLY IMPAIRED

The goal of NCBVI is to enable blind and visually impaired Nebraskans to achieve full participation in all aspects of life. This goal is achieved through Vocational Rehabilitation services, job placement, and independent living skills training. The mission of NCBVI is empowering individuals, promoting opportunities, and building belief in the blind.

Applicable legislation includes:

Rehabilitation Act of 1973 as amended to include information that will comply with 34 CFR 361 through 399, to include Grants 84.126, 84.177, 84.187
State Statutes 71-8601 through 71-8615
Administrative Rules Title 192 Chapters 1-3

C. CURRENT OPERATING ENVIRONMENT

NCBVI Current System

The Field Operations Resource Center (eForce) came online in 2009 to serve Nebraska's Vocational Rehabilitation clients and in 2011 for Independent Living (IL) Clients. The system was donated to NCBVI by the Iowa Department for the Blind and then heavily customized by NCBVI to comply with changes in Federal Requirements in 34 CFR 361 – 399 and to meet NCBVI's unique business processes and needs.

The eForce system is web based and programmed in Microsoft .NET. It operates with a database using Microsoft SQLServer 2012. Currently, the system does not interface with other systems to exchange data in an automated format. Client records are entered into the system and their cases are moved through the system from referral,

through eligibility, status and plan development, and closure. Staff members receive ticklers to remind them of tasks that are due, and eForce checks for errors at all stages of case management.

Although the current system is performing as it was designed to, it contains major deficiencies. First, as the Rehabilitation Services Administration (RSA) updates its reporting requirements, it takes time and effort for programming staff to change the system and ensure that changes work with older aspects of the system. Second, as changes are made to the user interface, it can take time to deal with any accessibility issues that arise when the software doesn't interface properly with screen access technology. Third, a method to more closely track financial obligations and payments for client services is needed.

NCBVI Current Technology

NCBVI's current operating environment consists of computers and mobile devices. The computers that NCBVI uses are a mix of desktop and laptop machines, primarily manufactured by Dell. Most machines have 4 GB RAM, 500 GB - 1 TB hard drives, and Intel Core i3 or Core i5 processors. Many of the machines run Internet Explorer 9; new machines are being provided with Internet Explorer 11 and it is anticipated that all machines will be upgraded to Internet Explorer 11 by the date of implementation. All machines for staff use currently run Windows 7 Enterprise or Professional. Staff members who use screen access technology primarily use JAWS for Windows screen reader and ZoomText screen magnification. JAWS users currently use either JAWS 15 or 16, and ZoomText users have ZoomText 10.1.

The agency also uses mobile devices in the field. All counselors and some staff in our Training Center carry Apple iPhones. NCBVI has a large number of iPhone 4s units and a limited number of iPhone 5, iPhone 5s, and iPhone 6 units. On the iPhone 4s units, staff members have been asked to remain on Apple iOS 7 as iOS 9 on the 4s was deemed to be very slow and error prone. Staff members are able to upgrade to iOS 9 on the 5, 5s, and 6 units. Some staff will use iPad mini, iPad air2, and iPad Pro.

D. SCOPE OF WORK

Provide one or more of the following Hosted Vocational Rehabilitation Client Management Systems:

Option 1: SaaS solution

Option 2: License, maintenance, and support solution

The contractor will be responsible for the implementation and maintenance of a statewide web-based CMS for NCBVI as specified in this RFP.

1. Option 1: SaaS Solution

a. The new system must:

- i. be a software as a service web-based CMS that can be customized to meet NCBVI's unique requirements for client services and NCBVI programs;
- ii. be available to staff statewide
- iii. provide full case management functionality that complies with NCBVI's business rules and policies;
- iv. allow for data acquisition, reporting, and reimbursement tracking for all clients and vendors;
- v. be fully compliant with Section 508 of the Rehabilitation Act of 1973, as amended;
- vi. produce management reports both on client load and financial information at all levels of NCBVI in an easy to use interface; and
- vii. be configurable to meet the needs of NCBVI by addressing the process, roles (security levels), forms, reporting requirements, training, and technical support of the Federal Rehabilitation Programs.

b. The new system should:

- i. provide an accounting module for the tracking of encumbrances and expenditures for client services that is compatible with the State's accounting system (PFC) and
- ii. have the ability to make calls to the API commands of external or third party applications. For example, the contractor must have the ability to customize the user interface allowing a button to be programmed with the functionality to make calls to an imaging application for displaying specific index and image information.

The CMS will not be available to vendors or clients.

2. Option 2: License, Maintenance, and Support Solution

a. The new system must:

- i. be a licensed, hosted web-based CMS that can be customized to meet NCBVI's unique requirements for client services and NCBVI programs;
- ii. be available to staff statewide
- iii. provide full case management functionality that complies with NCBVI's business rules and policies;
- iv. allow for data acquisition, reporting, and reimbursement tracking for all clients and vendors;
- v. be fully compliant with Section 508 of the Rehabilitation Act of 1973, as amended;
- vi. produce management reports both on client load and financial information at all levels of NCBVI in an easy to use interface; and
- vii. be configurable to meet the needs of NCBVI by addressing the process, roles (security levels), forms, reporting requirements, training, and technical support of the Federal Rehabilitation Programs.

b. The new system should:

- i. provide an accounting module for the tracking of encumbrances and expenditures for client services that is compatible with the State's accounting system (PFC) and
- ii. have the ability to make calls to the API commands of external or third party applications. For example, the contractor must have the ability to customize the user interface allowing a button to be programmed with the functionality to make calls to an imaging application for displaying specific index and image information.

The CMS will not be available to vendors or clients.

E. PROJECT REQUIREMENTS

NCBVI is replacing the current eForce system with a commercially-available CMS that complies with accessibility guidelines and ensures that updates have been thoroughly tested with screen access technology.

The contractor must, at a minimum, continue to provide the current services for clients and NCBVI staff as outlined in section IV. C. Current Operating Environment and improve on the current system to enhance productivity and efficiency. The contractor will be responsible for the following services and functions.

1. Case Management

The NCBVI CMS must allow for data acquisition, reporting, and reimbursement tracking of all clients and, in particular, for data acquisition, reporting, and reimbursement tracking unique to SSI/SSDI recipients for SSA reimbursement. The CMS must facilitate client load management for rehabilitation professionals throughout the various NCBVI office locations.

The CMS will accommodate the transfer of clients between any authorized NCBVI staff based on proper authorization.

The CMS must be capable of managing an Order of Selection process, which includes:

- a. assignment of clients to established priority groups,
- b. system edits related to restricting movement of clients beyond eligibility status when in a closed priority group, and
- c. notification to clients concerning priority group assignment and resulting service restrictions. Individual priority groups can be opened or closed as budgetary constraints require.

The NCBVI CMS must allow for policy requiring client participation in the cost of specified services.

The CMS shall provide reminders (ticklers) to complete a specific task or to perform an activity based on configurable schedules and/or due dates. Items in this category include, but are not limited to:

- a. clients in employment status eligible to be closed,
- d. action alert list on Client Services Status Codes,
- e. closed client review,
- f. client note entries,
- g. expired client service purchase authorizations, and
- h. outstanding IPEs requiring an action.

Management should be able to run a tickler report on counselor activity that is due at any time and direct it into the counselor's in-basket. Any or all of the items should be printable as a to-do list.

2. Application Security and Administrative Functions

The NCBVI CMS must support various levels of role-based security. The NCBVI system administrator should be able to assign staff to configurable roles. Each staff member who uses the NCBVI CMS is required to have a secure login ID, which is associated with his/her role.

The NCBVI CMS should allow the NCBVI system administrator to:

- a. define role profiles to designate specific permissions for staff member access,
- b. configure, based on role profile:
 - i. which screens are visible,
 - ii. which fields can be modified,
 - iii. which reports can be requested,
 - iv. session time out feature, and
 - v. data validation criteria,
- c. add, modify, and/or delete individual users or user profile security levels,
- d. add, modify, and remove commonly used dropdown text items, help narratives, and data elements on screens/forms
- e. set or modify business processes/rules by program,
- f. prevent or limit back dating of selected items, and
- g. randomly select a portion of a counselor's caseload for review.

The NCBVI CMS should retain a record of actions taken in the system together with information to identify who implemented the action.

3. Financial

The NCBVI CMS must be able to generate .csv transaction files of financial items to be sent to the State's PFC and accept .csv files with information from the State's PFC. Financial items will include purchase orders and vouchers.

The NCBVI CMS must be able to process refunds from vendors.

4. Reports

The majority of reports required of the NCBVI CMS are those that are required by Federal regulation. The CMS must satisfy mandatory federal reporting requirements as specified by RSA, including those required beginning in Federal Fiscal Year 2014 and subsequent federal rule and regulation changes.

The CMS must be able to produce management reports on client load and on financial information at all levels of NCBVI in an easy to use format. For descriptions/examples of additional reports required for internal use by NCBVI, see Appendix A - Reports,

All reports must be available for on-screen display, for formatted printing, and for export into Microsoft Excel and PDF worksheets. Data should be selectable by date and location parameters. Reports should be sortable. The CMS must provide ad hoc reporting capability.

Any ad hoc query must be created to search for all records in the CMS that contain the values entered in the current business process/form the user is completing. The CMS must provide a method for users to save searches.

5. Accessibility

The CMS must be totally accessible with JAWS and ZoomText, and should additionally be accessible with MAGic, VoiceOver for iOS, and Non-Visual Desktop Access (NVDA).

Non-visual Access

The CMS must have interface capabilities to devices and enhancements to assist persons with visual impairments and comply with Section 508 of the Rehabilitation Act of 1973, as amended. It shall accommodate screen reader software. The bidder must warrant that the information technology offered under this bid proposal:

- a. will provide equivalent access for effective use by both visual and non-visual means;
- b. will present information, including prompts used for interactive communication, in formats intended for both visual and non-visual use;
- c. if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and is available, whenever possible and without undue burden, without modification for compatibility with software and hardware for non-visual access. If the original information is inherently inaccessible, i.e., graphical, an alternative accessible version shall be provided.

- d. The cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will be at no additional cost to the State.

6. User Interface

The CMS shall provide a graphical user interface (GUI) for the entry of data into the system. The names and naming conventions of these business process input forms shall be made customizable to meet the needs of NCBVI

7. Navigation and Design

Operating Controls

This software will work directly with browser controls and screen access software commands to allow use of the CMS. No screen access software scripts, set files, or similar will be used to modify standard keystrokes or change the standard operating methodologies of the browser or the screen access software with this product.

Messages

The software shall provide feedback to the user in the form of error messages and messages indicating successful completion of functions. These messages may be in the form of pop-up windows or may appear in a status bar on each data entry form.

Statements of Policy

In any instance where the software denies an activity, the screen shall display a message that clearly explains why the action has been denied.

8. System Attributes

Database and Data Attributes

NCBVI conforms to the requirements for data as defined in the Code of Federal Regulations and the Rehabilitation Act of 1973, as amended, and the CMS database shall comply and support these requirements. The CMS shall provide the capability to add NCBVI specific information. The CMS must be compatible with the revisions to the Rehabilitation Act in the Work Innovation and Opportunity Act of 2014.

Real-time Updates

The CMS shall provide for real-time (immediate) updating of data files.

Printing

Printing of any form, letter, or report should be as simple as activating a "Print" keystroke from the keyboard.

F. TECHNICAL REQUIREMENTS

1. Business Continuity Planning and Disaster Recovery

The contractor must provide a primary site and a secondary site as bi-directional (or fail over ready) sites. Both facilities need to be classified as "Tier III" or above under the guidelines set forth by the National Uptime Institute at http://www.gpxglobal.net/wp-content/uploads/2012/10/TIERSTANDARD_Topology_120801.pdf.

Contractor will be required to create, document, and test annually the backup, failover, and disaster recovery procedures and provide a report of the results to NCBVI.

2. Data Ownership And Accessibility

All data from October 1, 2013 forward must be migrated from the current system to the new CMS prior to the go-live date. Testing of data migration must be done in advance according to the Project Management Plan (see Section IV.H.) to ensure data has not been lost or corrupted.

NCBVI is, and will remain, the owner of all data maintained on the database. The contractor will be responsible for storing, and for the safe keeping of, all data on a central database and for maintaining all data as specified in Federal regulations, which require retention of all data for Active, Referred, and Applicant cases and all data for Closed cases until the end of the federal fiscal year, 3 years after the federal fiscal year of the closure of the grant which paid for the client's last service on his/her case. (Approximately six (6) years, in most circumstances.)The contractor will be responsible for maintaining a full backup copy of the Production database.

All data in the CMS must remain accessible to NCBVI.

3. Data Storage, Replication, and Backup

Data storage, replication, and backup services must be located in the United States and must use leading technologies. Contractor must provide a high-speed Storage Area Network (SAN) fabric that allows for fiber data transfer speeds for offsite replication of the NCBVI CMS's data. Contractor is responsible for having a data recovery plan emphasizing data and system recovery timeline.

The contractor must provide a secure file transfer process as the means to upload and download data.

A backup of all databases will be provided to NCBVI on minimum of a monthly basis, or as requested, to include a database mapping when the structure/fields of the database change(s).

4. Hosted Environment

a. Three Environments

The contractor should provide a Development environment and a Customer Acceptance Testing/Training (CAT/T) environment as well as a Production environment. The Development environment will be used by the contractor's staff to test the product, make enhancements, and correct deficiencies before new code is moved to the CAT/T environment. The NCBVI system administrator and designee(s) should have access to the Development environment throughout the development process.

A CAT/T site and database that mirrors the structure and functions of the Production environment should be available at all times for training purposes. This CAT/T database will be synchronized with the Production database on at least a quarterly basis. The CAT/T environment must be completely separate and should be easily identifiable to distinguish it from the Production environment. After the initial development and implementation is complete, the CAT/T environment must be kept and maintained for training and for user acceptance testing of any subsequent additions or modifications to the NCBVI CMS.

b. Hardware

NCBVI will provide personal computers and document printers at the district offices and the administrative office.

The contractor's NCBVI CMS must be able to operate at the State's current minimum hardware configuration. The CMS will be compatible with hardware and software listed in IV.C. CURRENT OPERATING ENVIRONMENT. Contractor will provide for compatibility with future browsers, OS versions, and screen access software, as updates to their system are released.

c. Internet Connectivity

NCBVI is responsible for internet connectivity at the district offices and NCBVI's administrative offices.

d. Browser Compatibility

The NCBVI CMS should be accessible using popular, widely available browsers such as Microsoft Internet Explorer, Safari, Firefox, and Chrome, including all currently supported versions, as well as on Apple and Android devices, and on other personal mobile devices. No custom software will be required to reside on the user's device.

e. Performance

The Production environment:

- i. Should provide sub-second response time to the State's firewall 95% of the time,
- ii. Must provide a report of performance quarterly, or as requested
- iii. Must use redundant network connections,
- iv. Must offer backup power via redundant power sources, and
- v. Must protect the physical security of the facility

5. Maintenance

The contractor must have a plan for updating, enhancing, and modifying the CMS in response to technological advances and the need for additional features to improve efficiency and ability to meet NCBVI's requirements. This shall include any and all upgrades to the software.

Normal and preventative maintenance shall be performed at a time that shall not adversely impact daily operations, with prior notification to NCBVI of the downtime.

The contractor shall provide a list of all enhancements and changes to be made to the NCBVI Client Management CMS in a maintenance release prior to the release.

Ongoing Software Upgrades

The CMS shall provide the ability to maintain compliance with federal regulations, including RSA reporting, on an ongoing basis. These updates shall be performed by the contractor's personnel.

Transaction Processing Requirements

The CMS shall provide error trapping to allow for the diagnosis and resolution of system and application errors. The CMS shall record transaction data from user sessions and log information contained within those transactions to a system database table.

All of the above maintenance requirements shall be covered in the subscription fees for Option 1 or in the Hosting, Maintenance, and Support fee for Option 2.

6. Information Security

The Nebraska Information Technology Commission (NITC) has adopted an Information Security Policy to provide a uniform set of reasonable and appropriate security safeguards for protection of the confidentiality, integrity, availability, and privacy of information collected, stored, and used to serve the citizens of the State. Contractor shall comply with any standard and policy changes that are implemented by the NITC.

a. Server Security

- i. **Protection against Malicious Code:** Software and associated controls must be implemented across systems, and logs monitored, to detect and prevent the introduction of malicious code into the State environment. The introduction of malicious code such as a computer virus, worm, or Trojan horse can cause serious damage to networks, workstations, and state data. On host systems or servers, the signature files must be updated daily or when the virus software vendor's signature files are updated and published.
- ii. **Software Maintenance:** All installed software must be maintained at a contractor-supported level to ensure accuracy and integrity. All known security patches, release updates, service packs, and other fixes must be reviewed, evaluated, and appropriately applied in a timely manner. A baseline configuration of all systems must be provided at the end of the implementation period, prior to acceptance of the system.

b. Access Control

In order to preserve confidentiality, integrity, and availability, state information assets must be protected by logical and physical access control mechanisms.

- i. Logon banners should be implemented to inform users that the NCBVI CMS is for official agency use, or other approved use consistent with agency policy, and that user activities may be monitored, and the user should have no expectation of privacy. Logon banners are usually presented during the authentication process.
- ii. The issuance and use of privileged accounts will be restricted and controlled.
- iii. Access to an agency's trusted internal network must require all authorized users to authenticate themselves through the use of an individually assigned User ID and an authentication mechanism (e.g., password, token, smart card).
- iv. Access to operating system code, services, and commands must be restricted to only those individuals who need such access in the normal performance of their job responsibilities.

The CMS must be in compliance with the Rehabilitation Act of 1973, as amended, as it pertains to confidentiality of client information.

The bidder's system must comply with the NITC Information Security Policy to include browser client security and, at a minimum, use of Secure Sockets Layer ("SSL") with 128 bit encryption or higher. (Full NITC 8-101: Information Security Policy is at: <http://nitc.nebraska.gov/standards/8-101.html>. NITC 8-301: Password Standard is at: <http://nitc.nebraska.gov/standards/8-301.html>. NITC 8-302: Identity and Access Management Standard for State Government Agencies is at: <http://nitc.nebraska.gov/standards/8-302.html>.)

G. ESCROW – for Option 2 only

The contractor should deposit on a quarterly basis, at its own expense, with an escrow agent mutually chosen by the contractor and NCBVI, a copy of all items that are necessary for the operation and support of the NCBVI CMS, or provide an alternate, similar arrangement. Escrow items should include the following:

1. the software source code and executables,
2. a list of Third Party Software used and how it's used,
3. documentation for the source code,
4. software architecture and design documentation,
5. diagram of network design and hardware configuration,
6. entity relationship and table and field definitions of the database,
7. all NCBVI CMS documentation,
8. all current and valid passwords and encryption keys, and
9. any other necessary or useful documentation.

Contractor will have the authority to remove superseded source code and documentation if it is simultaneously replaced with the most current version of the superseded source code and documentation.

The Contractor shall provide evidence to the NCBVI, annually each October, of continued payment of the escrow fees and/or evidence of the ongoing existence of such escrow relationship (or alternate arrangement).

The escrow agreement will include direction to the escrow agent to send confirmation to NCBVI (contact to be determined at contract award) of initial deposit and any and all subsequent deposits.

The escrow agreement will include direction to the escrow agent to release all escrowed items to NCBVI within three (3) calendar days of a termination for breach of contract, litigation, or failed transition to a successor contractor.

H. PROJECT PLANNING AND MANAGEMENT

1. Project Management Plan

The contractor must assign a Project Manager who has been involved in the implementation of systems similar to the one proposed in response to this RFP and will manage the project to ensure the project stays on task and within scope of the contract.

Within ten (10) business days of contract award/contractor start date, the contractor shall provide a full Project Management Plan. The contractor and NCBVI will jointly discuss timing and staffing issues that will impact the timeline. The result shall be an updated Project Management Plan. The Project Management Plan shall be mutually agreed to and further developed by both the contractor and NCBVI. The finalized Project Management Plan must be completed within fifteen (15) business days of contract award/contractor start date and shall be subject to NCBVI's approval. The contractor must send a copy of the signed finalized Project Management Plan to NCBVI.

The Project Management Plan should include the following items:

- a. A description of how the project will be defined, managed, controlled, verified, and communicated to the contractor's and NCBVI's project teams.
- b. A description of all of the major project tasks that shall be completed by the contractor.
- c. Identification of the specific tasks within each component of the plan that will be completed by NCBVI.
- d. A complete data mapping document and data conversion strategy.
- e. A project schedule consolidating all tasks into a logical and manageable flow. This should be a time-based representation of each major task of the project: milestones, dependencies, resource requirements, task durations, and deadlines. The schedule will be detailed enough to show each task to be performed, the start and end date of each task, the expected duration of the task, and turnaround times for NCBVI to review, approve, and formally accept or reject the components of the work performed.

The Project Management Plan shall be considered finalized when the NCBVI system administrator or designee and the contractor have provided signature approval of the project plan.

The contractor's Project Manager and team lead should correspond with NCBVI staff on an agreed-upon basis in order to report on work progress and general issues and to test approved applications.

2. Project Status Reports

For the period of contract award through 60 days past CMS implementation, the contractor's Project Manager shall provide weekly Project Status Reports, which shall include;

- a. significant work plan activities performed during the reporting period, with review of the completed activities and comparison with plan;
- b. identification of project risks and documented recommendations to mitigate such risks;
- c. deliverables completed during the reporting period and Identification of milestones reached and comparison with plan;
- d. significant work plan activities and resources planned for the next reporting period;
- e. deliverables expected to be completed in the next reporting period;
- f. identification of problems or issues and tracking status of problems/issues;
- g. documentation of what is being done to achieve resolution of problems/issues; and
- h. project notes and comments.

The contractor will comply with NITC standards for Project Status Reporting on Enterprise Projects. A copy of the standards document is available at: <http://nitc.ne.gov/standards> The NCBVI system administrator will work directly with the contractor's Project Manager and will be responsible for overall quality assurance. During development, the contractor shall conduct and document weekly management status meetings or phone calls and provide weekly written status reports including an updated electronic copy of the complete and up-to-date project work plan including major NCBVI activities and milestones.

3. Coordination

The NCBVI system administrator or designee will act as liaison between the contractor and NCBVI staff on issues related to the NCBVI CMS and communicate needs to the contractor for inclusion in future upgrades.

4. Testing

The contractor shall provide a unit testing plan to be approved by NCBVI and shall complete unit testing before installing the contractor's CMS to the Customer Acceptance Testing/Training (CAT/T) environment.

A user acceptance test plan will be designed by NCBVI and user acceptance testing will be completed by NCBVI staff, with assistance from contractor staff, before installing the contractor's CMS to the Production environment.

Unit testing shall begin approximately two (2) months prior to parallel testing.

5. Change Control

The contractor must identify any changes to the project plan that affect the originally agreed upon delivery date. The NCBVI system administrator and designees will be included in the change management process. Change management includes assessing and reporting on the risk and timing of an implementation against the other components of the NCBVI CMS. Any plan changes must be agreed upon by both parties, documented as a change to the project plan, and shall require an approval signature on the revised project plan from the NCBVI system administrator or designee and the contractor.

Contractor must communicate and coordinate any changes to contractor's security infrastructure which directly affect the security of NCBVI CMS data. Contractor must not modify any part of the security posture of the NCBVI CMS unless this is coordinated in advance with NCBVI system administrator and designees. This includes any changes to the hardware, software, or any technical services that may indirectly have an impact to the contractor security posture.

I. TRAINING REQUIREMENTS

The contractor shall train approximately 50 NCBVI staff on the use of the NCBVI Client Management CMS. Training sessions will be conducted at two locations – in Lincoln and in Kearney. The contractor is responsible for contractor staff costs for these training sessions (i.e., travel, hotel accommodations, food, materials, and incidentals). Training sessions will be geared toward the duties and access levels associated with the roles of the groups being trained.

The first group to be trained will consist of approximately 13 supervisors and administrators in the state and will be held in Lincoln, NE. The second group will also be trained in Lincoln, NE and will consist of approximately 8 support staff in the State. Approximately 7 teachers will make up the third group; they are all located in Lincoln, NE, where they will be trained. Counselors and technical specialists working in Lincoln, NE and Omaha, NE make up the fourth group of approximately 12 and they will be trained in Lincoln, NE. The last group will consist of approximately 7 counselors and technical specialists working in greater Nebraska; their training will take place in Kearney, NE.

Training is anticipated to be conducted two (2) weeks prior to parallel testing..

The contractor will provide a User Manual to the NCBVI system administrator prior to the training sessions for review and approval. The contractor must provide an electronic manual that will be accessible to all NCBVI staff through a link from the main menu of the NCBVI CMS and must be accessible with all current screen access technology. This will enable the contractor to keep the online manual updated and provide real time instruction. Hard copies of the manual will be reproduced by NCBVI.

The contractor will be responsible for training the NCBVI system administrator and designee when the services provided are enhanced or modified, at no additional cost to the State. The location for this training will be determined by the NCBVI system administrator and the contractor. Any such session should provide refresher training, as needed, and update training on NCBVI CMS enhancements.

J. PERFORM IMPLEMENTATION

The contractor will provide and configure a NCBVI CMS for state-wide implementation.

NCBVI will provide the contractor with the file and format of all NCBVI client information and current system data to be converted from the current system to the contractor's NCBVI CMS. Conversion must be completed prior to the go-live date. Data migration and testing of that process must be done in advance, according to the Project Management Plan, to ensure seamless transition for go-live.

All components of the NCBVI CMS must be installed and implemented for all NCBVI facilities at the same time. The existing system will run in parallel with the new CMS for approximately two months before final acceptance by NCBVI.

K. DOCUMENTATION

The contractor must provide complete documentation of the project implementation, any customization, or configuration of the software, data migration strategy, end user training guides, testing scripts, cutover documentation, software updates, and any other documents identified during the implementation.

L. PROVIDE POST IMPLEMENTATION SUPPORT

1. Scheduled Downtime

The contractor shall provide written advance notification, one month prior to scheduled downtime and NCBVI CMS updates, allowing time for NCBVI staff to plan and test.

2. Status Meetings

The contractor will conduct monthly phone calls with the NCBVI system administrator or designee for the life of the contract.

3. Change Control

Changes to the NCBVI CMS will be agreed upon between the contractor's Project Manager and NCBVI. Any proposed changes will be thoroughly documented. This documentation will include descriptions of any user interface modifications, i.e. added or removed fields or functionality changes respective to existing user interface elements, changes to system behavior when completing functions, and any changes to reports or other system output. Enhancements to the CMS should be tested for usability with screen access technology by the contractor and reports on such testing should be provided. Changes shall be deployed in the test environment such that NCBVI can complete its own analysis of the changes respective to its business processes, and to ensure that it deems the interface modifications to be accessible with screen access technology. No changes will be promoted to the Production environment until permission has been granted by NCBVI.

4. Help Desk

NCBVI will be the primary source of Help Desk support for its field counselors, supervisors, and support staff. The Help Desk component of the contractor's system will assist NCBVI's system administrator and designees in resolving issues that NCBVI receives from its staff. The contractor's Help Desk component will be available to NCBVI via a toll-free telephone line and through electronic means such as email or web-based ticketing system Monday-Friday from 8 AM-6:30 PM Central Time, excluding State holidays. As problems are reported, the Help Desk and other contractor departments should provide progress reports on problem resolutions.

Critical issues are any reported difficulties that hinder the work of NCBVI employees. These include one or more users being unable to access the CMS from their desk or while in the field, loss of system functionality for client search or viewing client information, the inability to add client case notes, issues related to drafting or amending client plans, or issues preventing exchange of data between the NCBVI

CMS and the State of Nebraska PFC. Status on the resolution of these issues should be provided to NCBVI every three hours.

Noncritical issues are those that have been reported to the contractor, but do not hinder the everyday use of the CMS for completing client transactions. Noncritical issues are also those where a known work-around has been found that can be used until a critical issue is resolved, and which has been reported to NCBVI. The contractor will provide daily status updates on resolution of noncritical issues.

M. TRANSITION PLAN REQUIREMENTS

At the end of the contract, the contractor will collaborate with the subsequent contractor to:

1. convert NCBVI CMS data, and provide data mapping documentation,
2. identify roles and responsibilities as they relate to the transition, and
3. identify point of contact and procedures for managing problems or issues during the transition period.

N. SUGGESTED TARGET DATES

Data Conversion to Test environment	To begin within 60 days, and completed within 150 days from contract start date
Configuration and Testing	To begin on contract start date and end with user sign off to begin the parallel run
Parallel runs	To extend for 60 days after configuration and testing sign off.
Training	To occur during the first 2 weeks of parallel runs
Production Conversion	To be completed the last day of the calendar quarter prior to the go-live date (i.e. last day: September 30; Go-Live: October 1)
Go-Live Date	To coincide with the beginning of a calendar quarter, no later than October 1, 2017
Maintenance starts	To coincide with the Go-Live date

The bidder is encouraged to propose a schedule that fits the requirements above.

O. ENHANCEMENTS (OPTIONAL)

Please provide information on additional costs that would be associated with a subscription fee, on the cost sheet (Attachment C and D) that corresponds to the Option the Bidder is bidding on, to use J Morrow Consulting Vocational Rehabilitation (VR) Ticket to Work/Reimbursement Tracker.

Please provide information, on the cost sheet that corresponds to the Option the Bidder is bidding on, of additional costs that would be associated with providing a Business Enterprise Program (BEP) module (see Appendix B).

P. DELIVERABLES

Deliverables are per section IV. Project Description and Scope of Work as identified within the RFP and as identified on the cost sheet.

Q. TECHNICAL APPROACH

The Technical Proposal must consist of completion of the Requirement Traceability Matrix (RTM) (Attachment A and B) that corresponds to the Option the Bidder is bidding on. The Bidder shall respond to each item in the RTM.

V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions; format and order:

A. PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The Request for Proposal for Contractual Services form must be signed and returned by the stated date and time in order to be considered for an award.

Further, Section III. Terms and Conditions must be returned with the proposal response.

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.

The State may elect to use a third-party to conduct credit checks as part of the corporate overview evaluation.

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.

e. RELATIONSHIPS WITH THE STATE

The bidder shall describe any dealings with the State over the previous three (3) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past three (2) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

g. CONTRACT PERFORMANCE

If the bidder or any proposed Subcontractor has had a contract terminated for default during the past three (3) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past ten (10) 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 ten (10) years, so declare.

If at any time during the past ten (10) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope, and complexity, to include all installations with designated state agencies that administer the Vocational Rehabilitation program. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions must include:
 - a) The time period of the project;
 - b) The scheduled and actual completion dates;
 - c) The Contractor's responsibilities;
 - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e) Each project description shall identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime Contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

- ii. Contractor and Subcontractor(s) experience must be listed separately. Narrative descriptions submitted for Subcontractors must be specifically identified as Subcontractor projects.
- iii. If the work was performed as a Subcontractor, the narrative description shall identify the same information as requested for the Contractors above. In addition, Subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder shall provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State. NCBVI reserves the right to approve or reject any changes to the contractor's Project Manager or other key personnel after contract award. NCBVI also reserves the right to require key personnel changes, to be completed within ten (10) business days of notice to the Contractor.

j. SUBCONTRACTORS

If the bidder intends to Subcontract any part of its performance hereunder, the bidder must provide:

- i. name, address, and telephone number of the Subcontractor(s);
- ii. specific tasks for each Subcontractor(s);
- iii. percentage of performance hours intended for each Subcontract; and
- iv. total percentage of Subcontractor(s) performance hours.

3. TECHNICAL APPROACH

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

- a. The Technical Proposal must consist of completion of the Requirement Traceability Matrix (RTM) (Attachment A and B) that corresponds to the Option the Bidder is bidding on. The Bidder shall respond to each item in the RTM and

- b. Deliverables and due dates.

B. COST PROPOSAL REQUIREMENTS

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

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

1. PRICING SUMMARY

This summary shall present the total fixed price to perform all of the requirements of the Request for Proposal. The bidder must include details in the Cost Proposal supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable. Complete a Pricing Summary form for each option bid: Option 1: SaaS Solution; Option 2: License, Maintenance, and Support Solution. One summary with supporting detail information shall be completed for each option bid.

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

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

The bidder must list each role/title and provide an hourly rate in Attachment C and D. These rates are fixed for the initial term of the contract.

2. PRICES

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

C. PAYMENT SCHEDULE

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

The maintenance fee should be invoiced and paid quarterly after the implementation date.

**Form A
Bidder Contact Sheet
Request for Proposal Number 5208Z1**

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:	