

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: Talygen, Inc.
COMPLETE ADDRESS: 2140 E. Southlake Blvd L624, Southlake, TX 76092
TELEPHONE NUMBER: 650-461-9170 FAX NUMBER: 817-796-1897
SIGNATURE: *Leila Old* DATE: 04/18/2016
TYPED NAME & TITLE OF SIGNER: Leila Old, Bid Program Manager

**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:	Talygen, Inc
Bidder Address:	2140 E. Southlake Blvd L624 Southlake, TX 76092
Contact Person & Title:	Leila Old, Bid Program Manager
E-mail Address:	bids@talygen.com
Telephone Number (Office):	650-461-9170
Telephone Number (Cellular):	
Fax Number:	817-796-1897

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:	Talygen, Inc
Bidder Address:	2140 E. Southlake Blvd L624 Southlake, TX 76092
Contact Person & Title:	Leila Old, Bid Program Manager
E-mail Address:	bids@talygen.com
Telephone Number (Office):	650-461-9170
Telephone Number (Cellular):	
Fax Number:	817-796-1897

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:
LMO			

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:
LMO			

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:
LMO			

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:
LMO			

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:
LMO			

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:
LMO			

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:
LMO			

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:
LMO			

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:
LMO			

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:
LMO			

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:
LMO			

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:
LMO			

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:
LMO			

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:
LMO			

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:
LMO			

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:
LMO			

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:
LMO			

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:
LMO			

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:
LMO			

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:
LMO			

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:
LMO			

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:
LMO			

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:
LMO			

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:
LMO			

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:
LMO			

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:
LMO			

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:
LMO			

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:
LMO			

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:
LMO			

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:
LMO			

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:
LMO			

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:
LMO			

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:
LMO			

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:
LMO			

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:
LMO			

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.



State of Nebraska - State Purchasing Bureau

RFP No. 5208Z1

1526 K Street, Suite 130

Lincoln, Nebraska 68508

Talygen Inc.

2140 East Southlake Blvd, Suite L624

Southlake, TX 76092

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Introduction to Talygen

Talygen is the worldwide leader in Business Management Automation. Talygen's integrated suite of services and processes allows businesses to manage all of their core workflows via our cloud based Software as a Service (SaaS) application. Talygen allows Companies to automate, regulate and, enforce their corporate processes.

Talygen empowers businesses and their employees to manage the full set of corporate tasks without having to install specialized software for each of them. With its wide variety of features, easy to use concepts and enhanced functionality, it allows end to end process management and seamless communication between all stakeholders in a project or business. In today's competitive business environment, successful companies are constantly challenged with managing the entire life cycle of a project efficiently and transparently. With Talygen, companies now have more ways than ever to make that happen.

Talygen offers a huge suit of powerful modules to seamlessly manage every type of project. This cloud based system offers its website, desktop, and phone applications so that you can manage your project from anywhere. The system is also integrated with project tracking software; screenshots and time tracking that enables you and your clients to have an outright view of your operational project. Above all, it enables you to custom create and manage your appointments through appointment calendar. Moreover, the software can be customized in such a manner that it can integrate with any 3rd party software so there is maximum return of investment for your business.

Project Requirement

1. Case Management

Talygen allow users to acquire data, track reimbursements, and view automated reports of clients and projects. The system facilitates client related information in the CRM system. It is a robust and a flexible system where the users can create and manage their office branches and working shifts.

The system allows the users to transfer/set clients for different projects. Talygen has designed a Client Portal System that boosts communication and improves sharing (of digital files, services, and information) with clients. The unique Client Login feature, which gives control panel access to clients, allowing them to seamlessly track the progress of a project. It also enables company admins to interact with their team and clients via the Message Board module to share documents, files, and reports. Talygen's large suite of modules allows fully seamless management of all clients. The system is capable of managing an Order of Selection process, which includes:

- a) Creating a client to established priority groups.
- b) The company admin has the authority to assign privileges to the client so they can be assigned roles to meet the requirements of the company.
- c) Talygen allow users to create project/task priority. The admin has the authority of assigning the privileges/roles for users. The notifications/emails can be custom created and scheduled to be auto sent to the recipient.

Talygen allows prioritizing groups/projects, which can be opened or closed in order to meet the requirements of the estimated cost or the budget. The client can participate in deciding the cost of the project through the live chat/socialize module.

Talygen offers a comprehensive Resource Scheduling Solution to seamlessly schedule work for employees and manage them in the most productive manner. The admin/manager can check the availability and assign tasks to the resources. They can also assign the due date and time for tasks. The items in this category includes:

- a. Users can work with/edit/customize the employment status of the users. It can be created opened or closed.
- b. All actions of the clients/members will be recorded in the system which can be retrieved at any time as needed by the user.
- c. Users can analyze the details of the projects and the client through the CRM module of Talygen at any time.
- d. Clients can interact with the project managers/admin via the live chat module. They can also add notes/comments to any project.
- e. The user can manage the details/information related to the service provided by the client.
- f. The user can use the employee management and resource scheduling modules to manage the employees of the company.

Talygen allows users to generate any report based on projects, users, clients, and may more.

2. Application Security and Administrative Functions

Talygen offers the roles/privileged functionality to admins. When creating a new user, company admins are able to set privileges and roles based on business rules set by the company. These roles can be also reconfigured as needed when a user's role changes within the company. Once, the role has been assigned users will have access to only modules needed for their position.

Every staff member is set up with a secured login by the admin. The company admin acts as the system administrator in the Talygen system.

- a. Roles can be assigned to the users of a company by the company admin.
- b. The admin can configure the roles by accessing the following features on the system:
 - i. Configure the visible screens.
 - ii. The field's modification as per their requirements with the custom create fields and column functionality.
 - iii. Configure the reports to be viewed by the user.
 - iv. Set the session time out feature.
 - v. Set and configure the data validation criteria for the user.
- c. Talygen allows admins to create a user. Once the user has been created and the roles have been assigned, the user will be able to operate and work within his account. The profile security will be based on the unique login credentials set up by the company.
- d. The user can create, modify, and delete commonly used dropdown text as per their requirements in the system.
- e. The user can at any time modify business processes/rules by program to meet their requirement.
- f. The admin can configure settings for users, preventing or limiting a back dating of selected items.
- g. The user can anytime select a section of the user's work and review it.

Talygen offers a report module where a record of actions taken in the system is saved. The reports can be searched and generated at any time by the user.

3. Financial

Talygen allows users to import and export files in .CSV, Excel, and Microsoft Word formats. Talygen offers billing and invoicing software, which are highly intuitive and simple to use. The system is a process-driven billing solution that automates invoicing; connects sales, financial systems, project delivery, financial reporting, and much more. It facilitates the arduous process of paying bills for projects automatically, thereby eliminating the paperwork and information management complexities. The invoicing software generates an online invoice within seconds. The feature rich module offers numerous functionalities such as setting up invoicing cycles, budgeting projects, creating invoice templates, adding items, cost, discounts, generating invoices for clients based on the project, and much more. It also allows its users to send an invoice to multiple or specific clients at once.

4. Reports

Talygen offers a robust and innovative Reporting Solution. The report module empowers businesses to track progress, control expenditures, and increase revenue. It offers a detailed inventory of reports for all modules. The report module helps to keep a track of projects, teams, and project profits. Company Owners can view the time tracked by employees to get the current status of on a specific project. They can review billable and non-billable hours tracked by users on different projects. All reports will be available on your computer screen. Users can import and export files through the system in CSV, Excel, Microsoft Word, and other formats.

Below are some of the features of the Talygen reporting module:

1. The Business Intelligence Report provides information details to efficiently monitor data
2. Offers pre-defined search fields to search report
3. Run modules wise reports
4. Users can custom create reports to meet their needs
5. Offers beautifully rendered Visual Illustration via the Graphical View option
6. It enables user to better understand the project progress.
7. Quick and cost effective
8. View and generate custom reports, including reports for invoices, employees, attendance, projects, customers, and more
9. Track progress, profitability, and other metrics
10. Monitor billable hours and expenses
11. Filter reports based on categories, users, and various other parameters

5. Accessibility

Talygen can be configured to create interface capabilities to devices. The enhancements can be done to assist individuals with visual impairments. The system can be custom created to accommodate screen reader software.

6. User Interface

Talygen offers a robust tool which offers a graphical user interface (GUI) for the entry of data into the system. The names and naming conventions of these business process input forms in Talygen can be customized to meet the needs of NCBVI.

7. Navigation and Design

Operating Controls

Talygen can work directly with any browser. The system can work on any operating system.

Messages

Talygen provide feedbacks to the user in the form of error messages and messages indicating successful completion of functions. These messages are in the form of a pop-up on the screen.

Statements of Policy

In the areas where Talygen denies an activity, the screen will display a message that clearly indicates the denied action.

8. System Attributes

Database and Data Attributes

Talygen provides the real- time updates.

Real-time Updates

Talygen provides real-time (immediate) updating of data files.

Printing

To print, a user only needs to export/import the files to be printed. The forms can be printed in any format needed, such as a form, letter, or report.

Technical Requirements

1. Business Continuity Planning and Disaster Recovery

Talygen always has a backup application already in place. In case a server goes down, we have another service which is always ready to continue business planning. The recovery is started as soon as the server goes down.

2. Data Ownership and Accessibility

Testing of data migration must be done in advance. Whenever we do the migration of the data, proper testing will be done on the migrated data.

For the security and surety that the data is not lost, Talygen stores the data in the cloud. Talygen maintains a continuous backup of the database, it is always running and supports the storage of the data.

3. Data Storage, Replication, and Backup

Talygen provides the world's most advanced Business Management Automation (BMA) Enterprise Cloud Applications for desktop, website, and mobile users. It will transform your business through innovative productivity tools Service. Users can share documents with both their team and clients. In addition to simply sharing them, there are advanced options like versioning of the documents so a history can be maintained. The document storage module is used for storing files, sharing files, keeping off-site file backups, and remotely accessing files through Talygen.

Below are some features of the document storage system of Talygen:

1. Admins can configure/divide the net available storage space between users, giving them a personalized storage space.
2. Company admins can divide and allot storage space for screenshot, files, and document storage.
3. Promotes work collaboration by giving client's storage space.
4. The system provides a hassle-free folder and file preview to users. We offer the traditional tree view of Windows to view the folders and files in it.
5. Easily share files with others users.
6. Users can create unlimited folders in their allotted storage spaces.
7. Talygen provides explicit versioning system for backups.
8. Users can simply save any document or file on the cloud and access it anytime, anywhere through any of our applications.

4. Hosted Environment

Talygen can be integrated with most any software. Presently it is integrated with a number of applications. Below are just some of the applications currently integrated with Talygen:

1. Basecamp
2. Cloud Storage
3. Email (Popup 3)
4. Freshbooks

5. Microsoft Project Plan
6. Outlook
7. Quick Books
8. Salesforce
9. Twillio
10. Trello
11. And many more...

a. Three Environments

Talygen follows a systematic method for working on projects. It follows the three environment system where initially testing is done, after which comes the staging part, then the project goes to the live servers once everything has been signed off on. Talygen provides training during staging of the application.

b. Hardware

Talygen can smoothly work on any PC, laptop, mobile phone, or tablet. The system has website, desktop, and mobile phone applications through which the user can anytime login to their account and work on Talygen.

c. Internet Connectivity

The basic necessity of working on Talygen would require an internet connectivity. However, if a mobile user is unable to connect, any changes made within the app will be updated when the user is online again.

d. Browser Compatibility

Talygen is an all browser friendly system. It works well on the latest browsers such as Microsoft Internet Explorer, Safari, Firefox, and Chrome, including all currently supported versions. The system performs well through its mobile application on iPhone, Android, Blackberry, and Windows Phone.

e. Performance

Talygen does the load testing after the security testing has been done to check the performance meets expectations.

5. Maintenance

Talygen is integrated via the cloud, so the user doesn't require any installation. Future updates are all done automatically. Moreover, the system can be updated, enhanced, and modified according to the requirements of the user.

Talygen Experience and Past Performance

Founded in 2013, Talygen Inc. was incorporated in Wyoming at 1712 Pioneer Avenue Suite 101, Cheyenne, WY 82001. Talygen has implemented their SaaS solution time and time again with many companies, both large and small, internationally and domestic. It has successfully been implemented with corporations who manage offsite contractors with as few as 30-40 users to as many as thousands.

Most Talygen customers are able to save over 80% through cloud subscription costs. A customer with over 150 employees, in 3 countries, replaced 6 separate cloud applications with Talygen. Over 1,500 companies have now used Talygen, and the number continues to grow substantially each month.

Through ongoing training, the entire support team remains up to date on the entire Talygen application. This allows them to provide top tier service and support to all Talygen users every single day.

Problem Escalation

Following implementation by your personalized implementation team, you will have a support team assigned to you at the time of contract execution. Talygen offers a wide variety of ways for clients to reach the support team. We offer 24/7 support availability at our website, <https://talygen.com/support>. You can also reach the team directly at the email address support@talygen.com. Below are the many ways users can contact the Talygen support team.

Live Chat

The Talygen Live Chat option is available throughout the Talygen website at <https://talygen.com>.

Phone

Users can request a call back from a support team member at 650-800-3850.

Email

Users can contact the support team via email at support@talygen.com.

Website

The Talygen support website, <https://talygen.com/support>, has a number of articles in the Knowledge Base, videos, and FAQ's available.

Ticket Creation

Users can also submit a ticket to the support team via the website at <https://talygen.com/Post-Ticket>. During regular business hours, users can expect to receive a reply from the support team within an hour of ticket submission.

Talygen Security Procedures

Security Requirements/Data Protection and Controls

Talygen's Data Protection and Control system is integrated with Microsoft's Azure Cloud Service. It promises to transform your business through innovative productivity tools and business applications, and offers state of the art modules. Talygen utilizes multiple services to maintain automated backups on a regular basis so there is no threat of data loss. Along with that we provide fully maintained security procedures and contingency plans that are currently in place.

Note –Backup and Restore Policies are outlined at the end of the document.

We offer the following services for data protection and control:

- A. Talygen provides physical, administrative, and technical data security. We offer framework similar to Control Objectives for Information and Related Technology (COBIT), which is the highest industry standard for information security, and ensures the full safety of the manner in which data is collected, accessed, used, stored, processed, and disposed of.
- B. We ensure that state data does not get mixed with contractors or other client's data. The data security is done through the proper application of compartmentalization Security Measures.
- C. We use MD5 and SHA1 hashing to protect state data in transit over networks and state data at rest within the system.
- D. Talygen has relevant logging parameters for systems supporting the products and services so the company can monitor user access activities, authorized and failed access attempts, and critical information security events as recommended by information security standards.
- E. Our logging system is fully capable of retaining the aforementioned logs in case of questionable activity for investigation.
- F. The data security system in Talygen ensures that the system and network landscape are separated by properly configured and updated firewalls to preserve the protection and isolation of data from unapproved access along with the dissociation of production and non-production environment.
- G. The Talygen system does not allow any unsolicited or unauthenticated network traffic.
- H. Talygen reviews the aforementioned network connections at regular intervals, documenting and confirming the business rationale for the use of all service, protocols, and ports.
- I. Talygen establishes policies and methods to execute and maintain mechanisms for timely vulnerability testing of operating systems, application, and network devices. These testing systems are intended to recognize out dated software versions, lost software patches, device or software misconfigurations, and to validate assent with or divergence from the company's security policy.

- J. The Talygen system enforces powerful user authentication and password restrained measures to reduce unauthorized access to sensitive data.
- K. The Talygen system ensures that all sensitive data under our services is not processed, transferred, or stored outside the United States.

Talygen Backup and Restore Policies

Full Backups: Every Sunday @1AM CST

Database Name: Live Database

Data Loss: <15 Minutes

Recovery Time: 30 Minutes

Backups: Weekly

Differential Backups: Every day @12 AM CST

Database Name: Live Database

Data Loss: <5 Minutes

Recovery Time: 15 Minutes

Backups: Daily

Transaction Log Backups: Every 1 hour

Database Name: Live Database

Data Loss: <2 Minutes

Recovery Time: 5 Minutes

Backups: Every Hour

High Availability Features:

Implemented Transactional Replication feature in our Talygen environment for maintaining the 99% data uptime. Talygen maintains the replicated database in Microsoft SQL Azure (SQL Cloud).

Attachment A Revised Option 1: SaaS Solution

Requirements Traceability Matrix (RTM) Request for Proposal Number 5208Z1

Each of the items in the Detailed Technical Requirement Matrix in the table below requires a response of one of the following options: “Yes”, “Customization Required“, “No”, and “Alternate”. Bidders must respond to the Detailed Requirements Matrix using the matrix format provided and should not change the order or number of the requirements.

The RTM should indicate how the bidder intends to comply with the requirement and the effort required to achieve that compliance. It is not sufficient for the bidder to simply state that it intends to meet the requirements of the RFP. The Commission will consider any such response to the requirements in this RFP to be non-responsive. **The narrative should provide NCBVI with sufficient information to differentiate the bidder’s technical solution from other bidders’ solutions. Explain each response and describe how the proposed solution meets each requirement and enhances or improves on the current system.**

Check as many boxes as appropriate per requirement, providing pertinent information for each sub-requirement. If Oral Interviews/Presentations and/or Demonstrations are requested, you may be asked to demonstrate each item marked as “Yes”, “Customization Required “, or “Alternate”.

The Bidder Response box should be completed if the response to the requirement is “Yes”, “Customization Required”, or “Alternate”. Bidders may also use it with “No” responses if desired. **Bidders must provide a response directly in the matrix, using as much space as needed.** Below is a brief definition of each response option. Bidders should carefully read the response definitions as these responses, as well as the entire response to this RFP, will become part of any resulting contract with the awarded contractor.

Yes	Yes, requirement is met and demonstrable in the current release of the product(s) proposed in the bidder’s response to this RFP, without manipulation of fields, forms, or the need to add fields or tables to the system.
Customization Required	The requirement is not completely met by the product(s) included in the proposed solution but can be met with some customization. Bidder should indicate whether the requirement can be met by the go-live date and describe any other specifics that will aid in evaluation.
No	No, the requirement is not or cannot be met by the product(s) included in the proposed solution. A response of “No” to a requirement does not eliminate the bidder’s proposal from consideration. All proposals meeting the mandatory requirements set forth in Section II.N will be evaluated and scored by the evaluation committee.
Alternate	The “Alternate” option is appropriate when a requirement can be met through a separate module or if the module is not included in the fixed price cost proposal. In such a case, it is recommended that the bidder note this in the cost on the Optional Cost Proposal.

General Statement of Requirements					
NCBVI intends to award to a single contractor to provide, operate, and support a customized web-based SaaS CMS that accepts and processes client information in real-time and provides cutting edge technology that is accessible, easy to understand, and provides history. The system should be able to create various reports and to provide features that allow ease of use.					
RTM #	System Architecture and Features	Yes	Customization Required	No	Alternate
SAF-1	Bidder should provide a high-level description (and optional diagram) of their proposed system to provide a centralized CMS	✓			
Bidder Response: Talygen allow users to acquire data, track reimbursements, and view automated reports for clients and projects. The system facilitates client related information in the CRM system. It is a robust and a flexible system where users can create and manage their office branches and working shifts.					
SAF-2	Bidder should describe how their system allows <ul style="list-style-type: none"> • Archiving and purging of records based on retention schedules • Retrieval of archived records • Real-time electronic signature capability • Easy passing of information to calendars and emails • Easy access to general documents (e.g., NCBVI Policies and Guidelines) • Allows work on multiple open documents, multiple clients, and/or multiple forms at the same time • Provides spellcheck for documents and free-form data entry fields • Interface with postal address verification software to validate postal addresses • Interface with SSA to automate verification of SSNs and SSI/SSDI recipients 	✓ ✓ ✓ ✓ ✓ ✓ ✓	✓ ✓		
Bidder Response: Talygen has designed a Client Portal System that boosts communication and improves sharing of digital files, services, and information with both clients and team members. The unique Client Login feature, which gives Control Panel access to clients, allows them to seamlessly track project progress. The system offers the functionality of documents spellcheck and the ability to custom create fields and reports.					

Project Requirements					
The awarded contractor must, at a minimum, continue to provide the current services to clients and NCBVI staff.					
RTM #	Case Management	Yes	Customization Required	No	Alternate
CM-1	<p>Bidder should describe, and provide diagrams and/or screen shots to show, their system's workflow set up and processing, particularly as used to</p> <ul style="list-style-type: none"> • Assign unique, sequential case # • Require unique SSN (or assignment of a 'proxy' SSN) • Enter various client information (e.g., demographic, eligibility, closure) • Manage an Order of Selection process which includes: <ul style="list-style-type: none"> ○ assignment of clients to established priority groups ○ system edits related to restricting movement of clients beyond eligibility status when in a closed priority group ○ notification to clients concerning priority group assignment and resulting service restrictions • Assign and advance status of a case • Create authorizations only at appropriate stages in the case management process • Apply restrictions for case closure • Apply requirements at time of closure (e.g., identification of no-cost services) 	 	 	 	
<p>Bidder Response:</p> <p>Talygen allows the users to create sequential cases and emails for their work. The client can enter various information specific to the client. The user can create and manage the order of selection process for the project. The company admin can also assign roles with privileges and restrict users from viewing certain areas.</p>					

RTM #	Case Management (cont.)	Yes	Customization Required	No	Alternate
CM-2	<p>Bidder should describe, and provide diagrams and/or screen shots to show, the structure, functions, configurability, and processes of their system to handle client information, to include</p> <ul style="list-style-type: none"> • Providing flexible search (e.g., partial name, status, case #, address book #, alias, SSN) for clients • Allowing summary view of a case, with essential information and links to additional detail for each item of information • Allowing views of selected client items (e.g., client narrative, status history) without displaying the entire client record • Providing successful completion and informative error messages • Providing help screens and dropdown menus with valid codes and descriptions • Allowing generation of letters or documents that are compatible with MS Office and customizable • Allowing the ability to link to the State's ECM for emails and/or electronic documents associated with a case • Storing and retrieving all documents associated with a case – these will be read-only • Retaining case history for a client, including <ul style="list-style-type: none"> ○ All counselors and transfer information ○ Maintenance of multiple cases for a client as separate records ○ Tracking employment services provided by staff ○ Tracking assistive technology service outcomes ○ Contact information and notes – including for closed cases • Allowing user to set up their own reminders/ticklers • Displaying search results for clients/cases 	<p>✓</p>	<p>✓</p>		<p>✓</p>
<p>Bidder Response: Talygen offers search options on various screens within the application. It offers reports regarding various projects and its work progress. Users receive messages regarding the successful completion of the project through messages. The system provides a user manual and can easily generate dropdown menus with valid codes and descriptions.</p>					

RTM #	Case Management (cont.)	Yes	Customization Required	No	Alternate
CM-4	<p>Bidder should describe, and provide screen shots to show, the functions, configurability, and processes of their system to allow</p> <ul style="list-style-type: none"> • Creation of a case with minimal information, assigning next sequential case # and appropriate status • Flagging of cases for various situations (e.g., over age 80, significant disability, receiving SSI/SSDI) • Notification/alert (ticklers) <ul style="list-style-type: none"> ○ Prior to upcoming deadlines for actions ○ Prior to upcoming client milestones (e.g., client turns 19) ○ With prompt to send inquiry or follow-up when information has not been submitted ○ When certain closed or extended employment cases need review ○ When case has had no activity for a predetermined length of time ○ When creating a medical authorization for a client with medical coverage • Entry of new information or results of reviews • Generation of letters of eligibility determination • Creation and retention of individualized plans for employment (IPE) • Creation and retention of multiple amendments to IPEs 	<p>✓</p>			<p>✓</p> <p>✓</p> <p>✓</p>
<p>Bidder Response: Talygen allows users to create flag records and assign sequential cases. The user can custom create notification alerts and schedule them to meet their needs. They can enter new information and review the results. Company admins can create new individualized plans for employment.</p>					

RTM #	Case Management (cont.)	Yes	Customization Required	No	Alternate
CM-5	<p>Bidder should describe, and provide diagrams and/or screen shots to show, the structure, functions, configurability, and processes of their system to handle vendors and services, allowing</p> <ul style="list-style-type: none"> • Retention of historical vendor data • Flexible search (e.g., partial name, within parameter-limited area) for vendors, with display of all contact information and addresses • Generation of authorizations/purchase orders for services, to include: <ul style="list-style-type: none"> • Provision of dropdown lists of service options to be selected • Addition and retention of description to supplement system's dropdown lists of service options • Selection of the correct fee to assign to an authorization, depending on the vendor, service type, and date(s) of service. • Ability to enter multiple line items • Completion of authorizations/purchase orders • Allow voiding of authorizations/purchase orders • Grouped authorizations to purchase items/services for multiple clients and associate those costs with multiple caseloads and clients covered by the grouped authorization • Generation of notifications to administrator <ul style="list-style-type: none"> ○ For delivered services ○ For authorizations/purchase orders more than a predetermined # of days old • Display of search results for authorizations/purchase orders • Set status of backdated authorization to 'on hold' until approved or denied 	<p>✓</p>	<p>✓</p>		<p>✓</p> <p>✓</p>
<p>Bidder Response: The system holds data and reports related to old vendors. The user can estimate the fee to be assigned to an authorization, depending on the vendor, service type, and date(s) of service. Talygen allows the user to enter multiple line items.</p>					

RTM #	Application Security and Administrative Functions	Yes	Customization Required	No	Alternate
AS-1	<p>Bidder should describe, and provide screen shots to show: the administrative functions and processes of their system, to include allowing the NCBVI Administrator to</p> <ul style="list-style-type: none"> • Define role profiles to designate specific permissions for staff member access • Configure: <ul style="list-style-type: none"> ○ Which screens are visible to staff based on role profile ○ Which fields (including vendor address book number) can be modified, based on role profile ○ Which reports can be requested by staff based on role profile ○ Session time out feature ○ Data validation criteria • Add, modify, and remove individual users or user profile security levels • Add, modify, and remove commonly used dropdown text items (e.g., for services), help narratives, and data elements on screens/forms • Set or modify business processes/rules by program • Prevent or limit back dating of selected items (e.g., status change, eligibility) • Randomly select a portion of a counselor's caseload for review, based on selected parameters (e.g., status, date range) 	<p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p>			<p>✓</p>
<p>Bidder Response: Company admins can assign roles to individual users. The user can also keep information specific to the vendor. In the even the user does not see a necessary field, he/she can custom create their own field. The names and naming conventions of these business process input forms in Talygen can be customized to meet the needs of NCBVI.</p>					

RTM #	Application Security and Administrative Functions (cont.)	Yes	Customization Required	No	Alternate
AS-2	Bidder should describe, and provide screen shots to show the administrative functions and processes of their system, to include <ul style="list-style-type: none"> • User authentication • Application security features and levels • Searchable audit trail of user actions • Retention of historical profile information (i.e., a record in the system of who and when changes and updates to client files are made) • Maintenance of district office contact information • Filtering and sorting of authorization lists by various parameters 	✓ ✓ ✓ ✓ ✓			✓
Bidder Response: The Talygen system enforces powerful user authentication and password restrained measures to reduce unauthorized access to sensitive data. The user login credentials are given to the user. Only, through a valid login credential the user can operate his/her account.					
AS-3	Bidder should describe their system's ability to comply with amended Rehabilitation Act of 1973 to maintain confidentiality of client information.				✓
Bidder Response: The system is fully compliant with the confidentiality act of 1973.					
AS-4	Bidder should describe their system's ability to allow <ul style="list-style-type: none"> • user to exit a session and elect to save or discard all previously unsaved entries • global updating of select demographic information • simultaneous access to multiple clients and/or forms 	✓ ✓ ✓			
Bidder Response: Talygen provides the option of configuring the check option which saves the session and notifies you. The user can switch it on to get the session details and switch off in case the user doesn't wants it.					

RTM #	Financial	Yes	Customization Required	No	Alternate
FIN-1	<p>Bidder should describe, and provide examples of, their</p> <ul style="list-style-type: none"> Budget tracking by program, by various fiscal periods, by location/district Rolling of remaining budget balances from previous period to current period Authorization/purchase order for services/payments by role for view/distribution of funds to caseload or district office Alerts/restrictions to prevent exceeding budget for authorizations and payments 	<p>✓</p> <p>✓</p> <p>✓</p>	<p>✓</p>		
<p>Bidder Response: Talygen's Billing and Invoicing software's are highly intuitive and simple to use. Our system is a process driven billing solution that automates invoicing, connects sales, financial systems, project delivery, financial reporting, and much more.</p>					
FIN-2	<p>Bidder should describe, and provide examples of, their</p> <ul style="list-style-type: none"> Audit trails for expenditures and tracking against budget Reconciliation reporting Ability to trace a payment back to the original transaction Ability to provide specific details of a transaction and associating it with authorizations/purchase orders and case/caseload 	<p>✓</p> <p>✓</p> <p>✓</p>	<p>✓</p>		
<p>Bidder Response: Audit trails and the budget tracking can be easily done via the billing and invoicing modules within the system. It also allows the reconciliation of reporting.</p>					
FIN-3	<p>Bidder should describe how their system can be configured to reflect business rules to allow or restrict</p> <ul style="list-style-type: none"> Modification to unpaid authorizations/purchase orders Voiding/deleting/modifying paid authorizations/purchase orders Authorization or payment on closed cases <p>Describe how the system documents authorization/purchase order revisions.</p>	<p>✓</p> <p>✓</p>	<p>✓</p>		
<p>Bidder Response: Talygen offers the roles/privilege functionality to company admins. Based on specified business rules, users will be allowed the option to void, delete, or modify payments based on their assigned role. Full control is in the hands of the company admin who assigns the privileges to the user.</p>					
RTM #	Financial (cont.)	Yes	Customization Required	No	Alternate

RTM #	Financial	Yes	Customization Required	No	Alternate
FIN-4	Bidder should describe their system's ability to roll up agency-defined service category financial data into RSA-2 Service Codes for federal required reports.	✓			
Bidder Response: This can be done through the system.					
FIN-5	Bidder should describe how their system encumbers the dollar amount of authorizations/purchase orders.	✓			
Bidder Response: Talygen allows users to configure the currency settings from the company setup.					
FIN-6	Bidder should describe how their system allows for policy requiring client participation in the cost of specified services.	✓			
Bidder Response: Talygen's client login module allows for an unlimited number of client logins based on the organization's needs. When a client is given control panel access they are able to seamlessly track project progress. The client can create and manage the quotes and invoices for a project based on their needs.					

RTM #	Payment Processing	Yes	Customization Required	No	Alternate
PMT-1	Bidder should describe their system's <ul style="list-style-type: none"> Ability to generate .csv transaction files of financial items to be sent to the State's accounting system Ability to accept .csv files with information from the State's accounting system Maintain an audit trail of transactions sent to the State's PFC 	✓ ✓ ✓			
Bidder Response: Talygen allows users to import and export files in .CSV, Excel, Microsoft Word, and other formats. This can be easily done via the billing and accounting module.					
PMT-2	Bidder should describe their system's <ul style="list-style-type: none"> Handling of payments to clients or vendors based on authorizations or purchase orders Creation and handling of vouchers Generation of financial transaction records Creation of invoices for service suppliers Handling of refunds from suppliers 	✓ ✓ ✓ ✓ ✓			
Bidder Response: Talygen allows users to handle client and vendor payments based on authorizations or purchase orders. Users can create and manage vouchers, generate financial transaction records, and create invoices. Users also have the ability to manage and issue refunds as needed.					
PMT-3	Bidder should describe their system's <ul style="list-style-type: none"> Authorization of vendors as active and eligible for payment, by role permissions Retention of historical vendor data Approval or payment for delivered service Ability to restrict payment to only active vendors (verified at time of authorization and payment) Allow full or partial payment to vendor 	✓ ✓ ✓ ✓ ✓			
Bidder Response: Vendor authorization is dependent upon assigned privileges. Approval of the payments can be done. The system records details related to the restricted payment for delivered services.					

RTM #	Reports, Statements, and Printing	Yes	Customization Required	No	Alternate
RS-1	Bidder should describe their ability to provide reports (see detail in Appendix A), to include <ul style="list-style-type: none"> • Processing necessary to produce all Federal required reports <ul style="list-style-type: none"> ○ RSA 911 Report ○ RSA 7-OB Independent Living Services ○ RSA 2 Program Cost Report ○ RSA 113 Status Tracking • Online availability and on screen manipulation (e.g., sorting, reordering of columns) • Acceptance and use of date, program, and location parameters • Ad hoc reporting capability • Saving new/ad hoc reports for future use • Exporting • Accounting/revenue breakdown • Properly formatted printing • Reports to be read-only 	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓	✓ ✓ ✓ ✓		
Bidder Response: Talygen offers a robust and innovative Reporting Solution. The report module allows users to track progress, control expenditures, and increase revenue. The system can be customized to create any type of report needed.					
RS-2	Bidder should provide samples that show the formats of the following major reports (at minimum) <ul style="list-style-type: none"> • Client Caseload Info • Payment and obligation ledger • Daily general ledger <ul style="list-style-type: none"> ○ Obligation ○ Payments ○ Grant info • Reconciliation of payments 	✓ ✓ ✓			✓ ✓ ✓
Bidder Response: The Talygen reporting module has the ability to generate all of the required reports and then some.					

RTM #	Reports, Statements, and Printing (cont.)	Yes	Customization Required	No	Alternate
RS-3	Bidder should describe their system's ability to <ul style="list-style-type: none"> • Allow a user to create and store customized documents (templates) that can be populated with data from the database, and auto filled when possible • Auto fill district office address on letterhead • Create a mailing list • Print envelopes and labels • Print reports in large font or Braille 	✓ ✓ ✓ ✓ ✓			
Bidder Response: All of the above requirements can be met with no problems at all.					
RS-4	Bidder should describe their system's ability to <ul style="list-style-type: none"> • Allow a user to print or extract a complete case record or case summary to common formats (accessible PDF, RTF, HTML, Word) • Allow a user to print an entire IPE or selected amendments • Allow a user to print an authorization • Prevent printing of SSN on reports or remittance notices that are sent to external entities 	✓ ✓ ✓ ✓			
Bidder Response: Users are able to print important documents from within Talygen as needed. Users only have to select the files and either export or import. The forms can be printed as forms, letters, or reports.					

RTM #	Accessibility	Yes	Customization Required	No	Alternate
ACC-1	Bidder should describe their system's <ul style="list-style-type: none"> • Non-visual accessibility profile (e.g., JAWS, Zoom Text versions) to comply with Section 508 • GUI technology for data entry. 		✓ ✓		
Bidder Response: Talygen can be customized according to the requirements of all users. The user can also utilize the GUI technology for data entry purposes.					
ACC-2	Bidder should describe their system's <ul style="list-style-type: none"> • Navigation • Operating controls • Error and informational messages 	✓ ✓ ✓			
Bidder Response: Users can easily navigate via breadcrumbs, the full menu, tab menu, and dashboard. The system generates informational and error messages to assist users.					

Technical Requirements					
The contractor must meet the technical specifications as described in Section IV.F. of the RFP.					
RTM #	Technical	Yes	Customization Required	No	Alternate
TECH-1	Bidder should describe their Business Continuity and Disaster Recovery Plan, which should include <ul style="list-style-type: none"> • Provision of 2 sites with Tier III or above classification • An annual test of backup, failover, and disaster recovery procedures 	 ✓ ✓			
Bidder Response: Talygen is always prepared for any unforeseen circumstances. It has a full backup application ready. The system has a 99.9% uptime to resume operations in the aftermath of a catastrophic disaster.					
TECH-2	Bidder should <ul style="list-style-type: none"> • Acknowledge that the State is, and will remain, the owner of all data maintained on the database • Describe their ability and plan to retain data per Federal regulations and maintain its integrity and accessibility to the State • Provide a high level data recovery plan emphasizing data and system recovery timeline 	 ✓ ✓ ✓			
Bidder Response: In the event a server goes down, back up services are always on standby and ready to continue business planning. Recovery steps are taken as soon as the server goes down.					
TECH-3	Bidder should describe their data storage, replication, and backup services, which <ul style="list-style-type: none"> • Must be located in the United States • Should use leading technologies, to include a high-speed SAN fabric, secure file transfer process, and a minimum monthly backup of all databases 	 ✓ ✓			
Bidder Response: Talygen provides the world's most advanced Business Management Automation (BMA) Enterprise cloud applications for desktop, online, and mobile users. Our Document Storage System is integrated with Microsoft's Azure Cloud Service, providing a secured data backup.					

RTM #	Technical (cont.)	Yes	Customization Required	No	Alternate
TECH-4	<p>Bidder should describe, and provide a diagram of, the architecture of their hosted environment, to include</p> <ul style="list-style-type: none"> • 3 separate environments - development, CAT/T, and production; if an alternative environment structure is proposed, bidder should explain how a stable CAT/T environment can be maintained while development work might be continuing; • Software and hardware components • Integration with Nebraska Directory Services (NDS) • Website • Browser compatibility <p>Bidder should include a list of additional software (e.g., Adobe Reader, software plugins) and supplemental/specialized hardware required to use their system.</p>	<p style="text-align: center;">✓</p> <p style="text-align: center;">✓</p> <p style="text-align: center;">✓</p> <p style="text-align: center;">✓</p>			✓
<p>Bidder Response: Talygen works easily on any PC, laptop, mobile phone, or tablet. It is compatible with the latest versions of Microsoft Internet Explorer, Safari, Firefox, and Chrome. The system performs well through its mobile application on iPhone, Android, Blackberry, and Windows Phone. It is an all browser friendly system. The basic necessity of working on Talygen would require an internet connectivity.</p>					
TECH-5	<p>Bidder should describe their maintenance plan, including</p> <ul style="list-style-type: none"> • Scheduling for updating, enhancing, and modifying their system in response to technological advances and the need for additional features, at no additional cost, to improve efficiency and ability to meet the NCBVI's requirements • Monitoring for availability of upgrades offered by the hardware and software vendors • Error trapping for the diagnosis and resolution of system and application errors • User transaction logging 	<p style="text-align: center;">✓</p> <p style="text-align: center;">✓</p> <p style="text-align: center;">✓</p> <p style="text-align: center;">✓</p>			
<p>Bidder Response: The information in the system can be manipulated in any manner. All data entered into Talygen is time stamped and this information is available to authorized users.</p>					

RTM #	Technical (cont.)	Yes	Customization Required	No	Alternate
TECH-6	Bidder should describe their security safeguards <ul style="list-style-type: none"> • For protection of the confidentiality, integrity, availability, and privacy of information collected, stored, and used • Addressing server security, access control • Compliance with NITC's information security policy • For protection of Personal Identifying Information (PII) 	✓ ✓ ✓ ✓			
Bidder Response: Talygen allows approved users to create new user profiles as needed. Once the user has been created and the roles have been assigned, the user will be able to operated and work with his account. The profile security will be based on the unique login credentials offered by the company.					
TECH-7	Bidder should describe their ability to <ul style="list-style-type: none"> • Provide sub-second response time to the State's firewall 95% of the time • Provide a performance report on a quarterly basis, or as requested • Use redundant network connections • Provide backup power via redundant power sources • Protect the physical security of the facility 	✓ ✓ ✓ ✓ ✓			
Bidder Response: Talygen follows a variety of testing plans. Some testing plans it follows are unit testing, monkey testing, regression, retesting, user acceptance testing, system performance testing, and many more.					

RTM #	Project Planning and Management	Yes	Customization Required	No	Alternate
<p>The contractor must assign a Project Manager who has been involved in the implementation of systems similar to the proposed system and shall provide a completed Project Management Plan within fifteen (15) business days of contract award /contractor start date and shall be subject to NCBVI's approval.</p>					
PPM-1	<p>Bidder should provide an Initial Project Plan, which includes</p> <ul style="list-style-type: none"> • Identification of Project Manager • A design of the proposed system • Development schedule and staff • Coordination/communication with the NCBVI Administrator • Installation logistics and schedule 	<p>✓ ✓ ✓ ✓ ✓</p>			
<p>Bidder Response: Talygen offers an Enterprise level Project Management System and the project manager is assigned immediately. Its intuitive and advanced features enable projects to be successful and completed on time. Companies can easily establish and strengthen client relationships, plan and track project progress, assign tasks, run campaigns and monitor employees.</p>					
PPM-2	<p>Bidder should describe their Data Migration/Conversion Plan, to include:</p> <ul style="list-style-type: none"> • Approach and timing of data mapping • Approach and strategy for migration of database information to the contractor's system 	<p>✓ ✓</p>			
<p>Bidder Response: Talygen sets up a team for the data mapping who does the same. The client is assigned the project manager who regularly updates the client regarding the progress of the mapping work. The client's team is provided proper training to operate the system in a seamless manner. Once the data has been mapped the client can review it and submit new guidelines for any additional modifications.</p>					
PPM-3	<p>Bidder should provide a Test Plan which includes:</p> <ul style="list-style-type: none"> • Unit testing • User acceptance testing • System performance testing • A methodology for correcting problems identified during implementation/testing 	<p>✓ ✓ ✓ ✓</p>			
<p>Bidder Response: Talygen follows a variety of testing plans. Some testing plans it follows are unit testing, monkey testing, regression, retesting, user acceptance testing, system performance testing, and many more.</p>					

RTM #	Project Planning and Management (cont.)	Yes	Customization Required	No	Alternate
PPM-4	Bidder should describe their approach to Risk Assessment and Management.	✓			
Bidder Response: Our Document Storage System is integrated with Microsoft's Azure Cloud Service. Users can share documents with their team and clients. The Document Storage module can be used for storing files, sharing files, to keep off-site file backups, and remotely access files through Talygen.					
PPM-5	Bidder should describe the Implementation Plan, with a list of specific functional and technical activities required for a successful implementation (i.e., to ensure a seamless transition and installation).	✓			
Bidder Response: Talygen give 100% support for the implantation of your business in Talygen.					
PPM-6	Bidder should describe an Ongoing Support Plan for <ul style="list-style-type: none"> • Post-implementation handling of problems and change requests • Helpdesk support, to describe the location, hours, and services of their helpdesk, to include logging calls and tracking problems 	✓ ✓			
Bidder Response: Talygen offers a user manual, user guides on every screen, and a technical support team ready to help you 24/7.					

RTM #	Training	Yes	Customization Required	No	Alternate
TRN-1	Bidder should provide a Training Plan, including schedule, which includes: <ul style="list-style-type: none"> • End user training for staff and administrators geared toward the duties and access levels associated with the roles of the groups being trained to be provided in 2 locations (see schedule in RFP, Section I. TRAINING REQUIREMENTS) • Provision of a User Manual • Additional training for the NCBVI Administrator and designee when services are enhanced or modified 	✓ ✓ ✓			
Bidder Response: The training plan and schedule can be retrieved from Talygen.com. Users are able to sign up webinar based training sessions following the initial training phase.					

RTM #	Transition	Yes	Customization Required	No	Alternate
EC-1	Bidder should provide a transition plan that can apply at the end of the contract to: <ul style="list-style-type: none"> • Convert CMS data, including data mapping • Identify roles and responsibilities as they relate to the transition • Identify point of contact and procedures for managing problems or issues during the transition period 	✓ ✓ ✓			
Bidder Response: Talygen sets up a team for the data mapping who does the same. The client is assigned the project manager who regularly updates the client regarding the progress of the mapping work. The client's team is given proper training to operate the system in a seamless manner. Once the data has been mapped the client can review it and provide guidelines for any modifications needed.					

RTM #	Business Enterprise Program (cont.)	Yes	Customization Required	No	Alternate
BEP-2	Bidder should describe, and provide screen shots to show, the functions, configurability, and processes of their system to allow: <ul style="list-style-type: none"> • Notification/alert (ticklers) <ul style="list-style-type: none"> ○ prior to upcoming deadlines for insurance payments or renewals, reports (e.g., P&L Statement) • Generation of notices of past due rent, meetings, minutes, and mail ballots 	✓			
Bidder Response: Talygen is fully configurable and allows for users to easily manage notification/alert (ticklers) prior to upcoming deadlines for insurance payments or renewals, reports (e.g., P&L Statement). The system has the ability to generate notices of past due rent, meetings, minutes, and mail ballots as needed.					
BEP-3	Bidder should describe, and provide diagrams and/or screen shots to show, their system's ability to produce reports for the following <ul style="list-style-type: none"> • RSA 15 Randolph-Sheppard 	✓			
Bidder Response: The system is fully configurable and reports are customizable and exportable.					

RTM #	J Morrow Consulting Vocational Rehabilitation (VR) Ticket to Work/Reimbursement Tracker	Yes	Customization Required	No	Alternate
TTW-1	Bidder should describe how the J Morrow Consulting Vocational Rehabilitation (VR) Ticket to Work/Reimbursement Tracker can be integrated with the bidder's system.	✓			
Bidder Response: Talygen can be integrated with any third party software.					

ATTACHMENT C
Option 1: Saas Solution

Cost Proposal Sheet – RFP Number 5208Z1

Bidders shall provide their proposed costs below. The costs must be guaranteed for the initial six (6) year contract period. The contract has the option to be renewed for six (6) additional three (3) year periods as mutually agreed upon by all parties. Please indicate pricing for all renewal periods for support and maintenance. All increases shall be agreed upon in writing between the State and the contractor upon renewal.

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.

Pricing Spreadsheet

Deliverable	Initial Period Year 1	Initial Period Year 2	Initial Period Year 3	Initial Period Year 4	Initial Period Year 5	Initial Period Year 6
Conversion and Configuration into Test Environment	\$ 80,000					
Training (inclusive of all costs including travel)	\$ 30,000					
Conversion and Configuration into Production Environment, to include support during Testing and Parallel Runs and two months of support and maintenance following implementation	\$ 80,000					
Subscription fee	\$ 95,000	\$ 100,000	\$ 105,000	\$ 110,000	\$ 115,000	\$ 120,000

*All pricing is based on a maximum of 60 users

OPTIONAL FIRST RENEWAL PERIOD			
	Year 1	Year 2	Year 3
Subscription Fee			
Subscription Fee	\$125,000	\$130,000	\$135,000

OPTIONAL SECOND RENEWAL PERIOD			
	Year 1	Year 2	Year 3
Subscription Fee			
Subscription Fee	\$140,000	\$145,000	\$150,000

OPTIONAL THIRD RENEWAL PERIOD			
	Year 1	Year 2	Year 3
Subscription Fee			
Subscription Fee	\$155,000	\$160,000	\$165,000

OPTIONAL FOURTH RENEWAL PERIOD			
	Year 1	Year 2	Year 3
Subscription Fee			
Subscription Fee	\$ 170,000	\$ 175,000	\$ 180,000

OPTIONAL FIFTH RENEWAL PERIOD			
	Year 1	Year 2	Year 3
Subscription Fee			
Subscription Fee	\$ 185,000	\$ 190,000	\$ 195,000

OPTIONAL SIXTH RENEWAL PERIOD			
	Year 1	Year 2	Year 3
Subscription Fee			
Subscription Fee	\$ 200,000	\$ 205,000	\$ 210,000

Optional Services

Enhancements - Optional Software

If VR Ticket Tracker and/or a Business Enterprise Program are not currently integrated in the proposed system, indicate the additional costs to include it/them.

Additional Software	Price/Unit of Measure
J Morrow and Associates VR Ticket Tracker (integration)	\$25,000
Business Enterprise Program	\$25,000

Optional Consulting Services Pricing Spreadsheet

Provide the hourly rate for additional consulting services for new time and materials projects that might be requested by the NCBVI, as related to the CMS. 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. These rates are fixed for the initial term of the contract.

Role/title	Hourly rate
Training	\$125
Project Manager	\$125
Consulting	\$125

For optional services, actual travel expenses can be billed separately. In such case the quoted rates must not include those expenses. Travel must be authorized before it happens. Travel expense may include mileage, car rental, meals, parking, fuel, hotel, airfare, taxi. Receipts are required for all items. Google (or like software) map of the shortest route between two points is required for all mileage. Mileage rate is based on Federal defined rates. Expense may not include durable goods or commodities. Excessive tipping is not allowed. Alcohol is not reimbursable. Actual travel

expenses will not exceed the limits as defined by the State's travel reimbursement policies. It is the Contractor and sub-contractor(s) responsibility to understand the State's policies regarding travel reimbursement. Travel must be agreed upon by the State and the Contractor and is subject to Nebraska Travel Expense Policies which may be found at: <http://das.nebraska.gov/accounting/nis/am005.htm>.