

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

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

SOLICITATION NUMBER	RELEASE DATE
RFP 5301Z1	April 21, 2016
OPENING DATE AND TIME	PROCUREMENT CONTACT
July 21, 2016 2:00 p.m. Central Time	Nancy Storant/Connie Heinrichs

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

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau, is issuing this Request for Proposal, RFP Number 5301Z1 for the purpose of selecting a qualified contractor to provide a Business Services Filing System.

Written questions for the first round of questions are due no later than May 5, 2016. Written questions for the second round of questions are due no later than May 26, 2016. Questions should be submitted via e-mail to as.materielpurchasing@nebraska.gov or may be sent by facsimile to (402) 471-2089.

The First Pre-Proposal Conference will be held on April 28, 2016 at 1:00pm CT at 1526 K Street, Development Center or via WebEx. A Second Pre-Proposal Teleconference will be held on May 20, 2016 at 1:00pm CT.

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

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

1. Sealed proposals must be received in State Purchasing Bureau by the date and time of proposal opening per the schedule of events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order for a bidder's proposal to be evaluated.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>

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

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

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

Any entity awarded a contract or submitting a RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of contracts, RFPs and related documents.

BIDDER MUST COMPLETE THE FOLLOWING

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

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

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

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

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

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GLOSSARY OF TERMS

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

Accounts Receivable (AR) Ancillary Database: used to generate invoices and process payments for UCC and Corps accounts that are allowed to charge and be invoiced. This is due to a portion of the AR Module not working following a PC software upgrade.

Accounts Receivable (AR) Module: processes AR information within the UCC_Corp Database used to compile batch post reports, job totals, and batch totals for UCC and Corp Modules.

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

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

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

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

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

Amendment: A written correction or alteration to a document.

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

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

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

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

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

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

Burnt Number: A system generated number assigned to a document that is discarded by the filing officer before a job is committed due to a form, filing fee or filing system error.

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

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

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

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

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

Certified Copy: An official certificate attesting that the attached document(s) are a true and correct copy as filed with the Secretary of State.

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

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

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

Company: Catch-all terms for entity types and other filing options. Usually used in communications when the implied entity types or other filing options are known between all parties.

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

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

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

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

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

Contract Period: The duration of the contract.

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

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

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

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

Corp Module: Process within the UCC_Corp Database used to record, store, retrieve information and documents related to business entity registrations and other filing options. It creates notifications, calculates fees, and tracks and reports information. Images associated with filings are retrievable by document number for actions on record from the image library.

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

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

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

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

Document eDelivery: This is the portal manager software which will interface real time via API with the bidder's system. The software is maintained by Nebraska.gov and allows electronic submission of certain documents to be filed with the SoS. Documents and payments are electronically submitted for review by filing officers (currently only Corp documents require review); whereas UCC/EFS are accepted and directly sent into UCC_Corp Database without staff review and are not listed in eDelivery. As filing types are added there may be UCC/EFS filings added that may require staff review before acceptance/rejection that will be filed through eDelivery.

Electronic Notary (eNotary): a notary public registered with the Secretary of State that has the capability of performing electronic notarial acts in conformance with the Electronic Notary Public Act;

EnterpriseOne (E1): Integrated applications suite of comprehensive enterprise resource planning (ERP) software that is developed and sold by Oracle Corp. Used to complete deposits to State Treasurer.

Enterprise Content Management (ECM) referred to as OnBase image library: These technologies are used to capture, manage, store, and control enterprise-wide content, including documents, images, e-mail messages, instant messages, video, and more. OnBase is used as our digital library to store images of documents filed with the SoS. Image retrieval can be accessed and retrieved via the UCC_Corp Database.

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

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

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

File Update: System generated update which may add action(s) and/or change status.

Filer (Filer/Client, Customer): Individual or entity that requests and/or pays for provided services.

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

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

Foreign Corp Books: An electronic pdf collection of files containing scanned cardex information and documents prior to year 1980 for foreign corporations, lost documents for domestic and nonprofit corporations, and other miscellaneous entities (e.g., unincorporated associations).

General Document (Gen Doc): Ancillary Access database used to compile information on charge accounts and UCC payments received prior to being entered into Payroll & Financial Center (PFC) for deposit.

Inbound: Data entered into the system either internally or online.

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

Job: A job contains tracking and payment processing information. One receipt is created for a job and may include one or more entities and/or actions. Jobs are combined to create a batch.

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

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

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

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

Must: See Shall/Will/Must.

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

Nebraska.gov: The State of Nebraska's official web portal.

Nebraska Interactive, LLC: The third party network manager that hosts the official web portal for the State of Nebraska.

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

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

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

Outbound: Depending on request, system auto populates templates, generates data files, or generates and may also send notice(s).

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

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

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

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

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

Posting: Submitting a batch to the accounting system. Once submitted, the batch can no longer be edited by filing officers.

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

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

Professional Certificate (PC; Certificate of Registration; Application for Electronic Access of Records; and also refers to the certificate of authority issued by the Nebraska Supreme Court): Document prepared and issued by a regulatory body or the electronic accessing of the regulatory body's licensing records by the Secretary of State. PCs must be filed for a professional entity; when filing: formation document, amendment that changes an entity to a professional entity, an amendment that changes the entity's name, and annually from the date of the last PC filing.

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

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

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

Proposal: See Bid/Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and service no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

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

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

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

Record: Filing action entered and that resides within the information management system throughout a designated retention period.

Redaction: Act of striking out or otherwise removing from the public record or public view any sensitive, private or confidential information not required by law and which may be exempt by law, administrative policy or procedure from disclosure.

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

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

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

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

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

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

Scanning: Process performed to convert paper documents to digital images and places them into the image library for association with the document identification number to retrieve image via the UCC_Corp Database.

Search: (UCC & EFS) A listing containing all filings and related filing information regarding debtor name.

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

Should: Expected; suggested, but not necessarily mandatory.

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

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

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

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

State, The State: When capitalized, State/the State refer to the State of Nebraska and Nebraska Secretary of State and any other state agency.

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

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

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and

(b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

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

UCC All Records: Unlapsed (record that has been stored and indexed in the UCC module where the lapsed date has not yet occurred), or lapsed (record where the lapsed date occurred within the prior 365 days).

UCC Certified Search: An official certificate containing listing of all filings and related filing information regarding debtor name as provided by the filer/client.

UCC_Corp Database (includes UCC,Corp, and AR Modules within the UCC_Corp Database): Current business services filing software applications used to process filings.

UCC/EFS Module: Module within the UCC-Corp Database used to record, store, and retrieve information and documents related to UCC filings. Lien types include UCC, Statutory Ag Liens, Judgments, Taxes, and Effective Financing Statements (EFS). Images associated with filings are retrievable by document number for actions on record from the image library.

UCC Record: Initial financing statement, an amendment of party or collateral information, an assignment, a continuation statement, a termination statement, a filing office statement or an information statement, and includes a record thereof maintained by the filing office. The term shall not be deemed to refer exclusively to paper or paper-based filings.

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

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

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

Will: See Shall/Will/Must.

Work Day: See Business Day.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 5301Z1 for the purpose of selecting a qualified Contractor to provide a Business Services Filing System.. Any resulting contract is not an exclusive contract to furnish the services provided for in this Request for Proposal, and does not preclude the purchase of similar services from other sources.

A contract resulting from this Request for Proposal will be issued from date of award to June 30, 2021. The contract has the option to be renewed for five (5) additional three (3) year periods as mutually agreed upon by all parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Contractor and the State of Nebraska.

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

A. SCHEDULE OF EVENTS

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

	ACTIVITY	DATE/TIME
1.	Release Request for Proposal	April 21, 2016
2.	Last day to submit "Notification of Intent to Attend First Pre-Proposal Conference"; if attending in person	April 26, 2016
3.	First Pre-Proposal Conference/WebEx, Location: State Purchasing Bureau 1526 K Street, Development Center Lincoln, NE 68508	April 28, 2016 1:00pm to 4:00pm CT
4.	Last day to submit first round written questions	May 5, 2016
5.	State responds to written first round of questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	May 16, 2016
6.	Second Pre-Proposal Teleconference	May 20, 2016 1:00pm to 4:00pm CT
7.	Last day to submit Second Round written questions	May 26, 2016
8.	State responds to written Second round of questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	June 9, 2016
9.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	July 21, 2016 2:00 PM Central Time
10.	Review for conformance of mandatory requirements	July 21, 2016
11.	Evaluation period	July 22, 2016 through August 19, 2016
12.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
13.	Post "Letter of Intent to Contract" to Internet at: and/or http://das.nebraska.gov/materiel/purchasing.html	October 26, 2016
14.	Contract finalization period	October 26, 2016 through December 20, 2016
15.	Contract award	December 21, 2016
16.	Contractor start date	December 21, 2016

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

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

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing a Business Services Filing System at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

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

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

C. CUSTOMER SERVICE

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

D. COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

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

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. contacts made pursuant to any pre-existing contracts or obligations;
3. state staff and/or Contractor staff present at the Pre-Proposal Conference/WebEx when recognized by the State Purchasing Bureau staff facilitating the meeting for the purpose of addressing questions; and
4. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

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

E. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 5301Z1; Business Services Filing System Questions". It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Nancy Storant/Connie Heinrichs, showing the total number of pages transmitted, and clearly marked "RFP Number 5301Z1; Business Services Filing System Questions".

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

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

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

F. PRE-PROPOSAL CONFERENCE/WebEx

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

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

1. NOTIFICATION OF INTENT TO ATTEND FIRST PRE-PROPOSAL CONFERENCE (if attending in person)

Notification of attendance should be submitted to the State Purchasing Bureau via e-mail (as.materielpurchasing@nebraska.gov), facsimile (402-471-2089), hand delivery or US mail by the date shown in the Schedule of Events. Potential bidders should utilize the "Notification of Intent to Attend Pre-Proposal Conference" (see Form B) that accompanies this document to the contact person shown on the cover page of the Request for Proposal Form. This form should be filled out in its entirety and returned no later than the date shown in the Schedule of Events.

G. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

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

If Bidder is invited to provide an Oral Demonstration it will occur over an estimated two day period. A working sandbox portal version will be made available to the state for testing of the base COTS or Nebraska (or similar state) configured COTS demo application for five (5) working days following the demonstration. The bidder will remain a third day and will be available via phone or e-mail through the remaining days to support staff to assist in testing.

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

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

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

H. SUBMISSION OF PROPOSALS

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

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

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that the proposal will be rejected.

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

I. PROPOSAL OPENING

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

J. LATE PROPOSALS

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

K. REJECTION OF PROPOSALS

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

L. EVALUATION OF PROPOSALS

All proposals that are responsive to the Request for Proposal will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all responsive proposals in accordance with the criteria set forth below. The State may elect to use a third-party to conduct credit checks as part of the corporate overview evaluation. Areas that will be addressed and scored during the evaluation include:

1. Corporate Overview should include but is not limited to:

- a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the quality of bidder performance on prior contracts;
 - e. such other information that may be secured and that has a bearing on the decision to award the contract;
2. Technical Approach; and
 3. Cost Proposal.

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

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

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

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the bidder from consideration of the preference.

Evaluation criteria will be released with the Request for Proposal. Once bid has opened a list of respondents will be posted to the State Purchasing Bureau website at <http://das.nebraska.gov/materiel/purchasing.html>

M. EVALUATION COMMITTEE

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

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

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

N. MANDATORY REQUIREMENTS

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

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

O. REFERENCE CHECKS

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

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

P. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

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

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

Q. VIOLATION OF TERMS AND CONDITIONS

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

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

III. TERMS AND CONDITIONS

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

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

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

A. GENERAL

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

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

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

These documents constitute the entirety of the contract.

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

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

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

B. AWARD

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

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

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

Once intent to award decision has been determined, it will be posted to the Internet at:
<http://das.nebraska.gov/materiel/purchasing.html>

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

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

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

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

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

D. PERMITS, REGULATIONS, LAWS

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

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

E. OWNERSHIP OF INFORMATION AND DATA

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

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

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

F. INSURANCE REQUIREMENTS

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

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

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

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

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

3. INSURANCE COVERAGE AMOUNTS REQUIRED

COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$10,000 any one person
Damage to Rented Premises	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$5,000,000 Per Claim / Aggregate
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	\$10,000,000
SUBROGATION WAIVER	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
LIABILITY WAIVER	

“Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory.”

4. EVIDENCE OF COVERAGE

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

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

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

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

G. COOPERATION WITH OTHER CONTRACTORS

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

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

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

H. INDEPENDENT CONTRACTOR

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

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

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

I. CONTRACTOR RESPONSIBILITY

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

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

If the Contractor intends to utilize any Subcontractor's services, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

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

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

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

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

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

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

K. CONTRACT CONFLICTS

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

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

L. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

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

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

M. CONFLICT OF INTEREST

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

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

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

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

N. PROPOSAL PREPARATION COSTS

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

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

O. ERRORS AND OMISSIONS

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

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

P. BEGINNING OF WORK

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

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

Q. ASSIGNMENT BY THE STATE

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

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

R. ASSIGNMENT BY THE CONTRACTOR

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

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

S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

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

T. GOVERNING LAW

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

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

U. ATTORNEY'S FEES

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

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

V. ADVERTISING

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

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

W. STATE PROPERTY

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

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

X. SITE RULES AND REGULATIONS

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

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

Y. NOTIFICATION

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

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

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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

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

Z. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.

2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable;
 - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
 - j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

AA. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

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

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

BB. BREACH BY CONTRACTOR

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

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

CC. ASSURANCES BEFORE BREACH

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

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

DD. ADMINISTRATION – CONTRACT TERMINATION

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

1. 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.
2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures.

EE. PENALTY

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

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

FF. RETAINAGE

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

The State will withhold 10 percent (10%) of each payment due as retainage. 75% of the retainage amount will be payable after 120 days post Go-Live sign off and 25% will be payable after quarterly, annual, and biennial processes are completed and verified. The Contractor will invoice the State for the retainage. The State may reject any invoice for retainage by identifying the specific reasons for such rejection in writing to the Contractor within forty-five (45) calendar days of receipt of each retainage invoice. .

GG. PERFORMANCE BOND

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

The Contractor will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the bond must be an established dollar amount of \$250,000. The bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

HH. FORCE MAJEURE

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

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force

Majeure Event, the Contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

II. PROHIBITION AGAINST ADVANCE PAYMENT

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

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

JJ. PAYMENT

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

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

KK. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

LL. RIGHT TO AUDIT

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

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic,

or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

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

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

MM. TAXES

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

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

NN. INSPECTION AND APPROVAL

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

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

OO. CHANGES IN SCOPE/CHANGE ORDERS

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

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

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

PP. SEVERABILITY

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

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

QQ. CONFIDENTIALITY

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

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

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

RR. PROPRIETARY INFORMATION

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

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

SS. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

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

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

TT. STATEMENT OF NON-COLLUSION

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

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

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

UU. PRICES

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

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

Prices quoted on the Cost Proposal form shall remain fixed for the initial contract period. At renewal time rates may increase no more than 5% upon mutual written agreement by Contractor and SoS, and be accompanied by documentation justifying the price increase. Further documentation may be required by the State to justify the increase. The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

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

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

VV. BEST AND FINAL OFFER

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

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

WW. ETHICS IN PUBLIC CONTRACTING

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

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

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

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

XX. INDEMNIFICATION

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

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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

4. SELF-INSURANCE

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

YY. NEBRASKA TECHNOLOGY ACCESS STANDARDS

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

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

ZZ. ANTITRUST

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

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

AAA. DISASTER RECOVERY/BACK UP PLAN

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

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

BBB. TIME IS OF THE ESSENCE

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

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

CCC. RECYCLING

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

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

DDD. DRUG POLICY

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

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

EEE. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

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

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

FFF. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

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

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

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

G.G. POLITICAL SUB-DIVISIONS

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

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

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

The purpose of this RFP is to replace the existing Uniform Commercial Code (UCC) Corporation (Corp) Database with a new Business Services Filing System (BSFS) of customized software used by the Business Services Division of the Secretary of State (SoS)'s Office for various filings, with a system that:

1. Uses modern technology that is supportable using local resources and can be configured using SoS internal IT resources.
2. Improves all levels of functionality of the existing system and expands services currently provided.
3. Eliminates existing silos in the current system so that filing processes, accounts receivable, and deposit preparation are completed in one system.

The existing business services software is used to file and generate a variety of documents within the SoS Office. These documents include all Corp filings and filings made pursuant to the UCC, revised article 9. The software is also used to file federal and state tax liens, judgment liens, Effective Financing Statements (EFS) for farm product security filings, trade names and trademarks, and a variety of other statutory filings. The software interacts with an OnBase image library, online filing services, and the state's accounting system.

B. LEGAL AUTHORITY

The legal authority to issue this RFP is governed by the Records Management Act Neb. Rev. Stat. §§ 84-1201 to 84-1227 as described herein which operates under the governance of the State.

The most pertinent sections of the Business Services Division statutes can be found on our website at the following locations:

http://www.sos.ne.gov/business/corp_serv/corp_stat_menu.html

<http://www.sos.ne.gov/business/ucc/index.html>

Corp, UCC, and EFS statutes can be found at the following links:

Nebraska Revised Statutes: <http://nebraskalegislature.gov/laws/laws.php>

Uniform Commercial Code: <http://nebraskalegislature.gov/laws/browse-ucc.php>

Pertinent Corporation, UCC, EFS, Statutes and Rules & Regulations are listed in Appendix C – Statutes and Rules & Regulations

C. CURRENT OPERATIONAL ENVIRONMENT

The current system consists of an application that SoS employees use to view business entity information, record filings, retrieve documents, and perform other business related tasks along with databases that store pertinent information related to the filings. In addition there are ancillary databases, programs, processes, and reports. (See Appendix J – Ancillary Databases and Derived Reports and Appendix I – Accounts Receivables Ancillary Database.

1. Corp Module

The Corp module records, stores, and retrieves information and documents related to business entity registrations filed by the SoS. Registrations are recorded for corporations, limited liability companies, limited partnerships, limited liability partnerships, trade names, trademarks, various other business entities, and other filing options. Documents and related information maintained by the system include formation documents, registrations, renewals, annual and biennial reports, amendments, name changes, changes of registered agent or office, mergers, corrections, conversions, revocations, dissolutions, reinstatements, and a variety of other business entity documents. The Corp module supports business processes in a variety of ways. Following is a list of some of the unique functions provided by the current Corp module:

- a. Generation of reports by entity type and/or action, for a specified date range
- b. Robust name search to facilitate determinations regarding business and/or trade name availability
- c. Generation of renewal notices for trade names, trademarks, service marks, and professional entities
- d. Generation of data files for biennial reports notices and provides other custom functionality associated with biennial and annual reports

2. UCC Module

The UCC module records, stores, and retrieves information and documents related to UCC filings recorded by the SoS. These documents include initial and subsequent filings for UCC and other security interest records, state and federal tax liens, judgment liens, statutory agricultural liens, and Effective Financing Statements (EFS) related to agricultural products. Subsequent filings consist of amendments, continuations, assignments, and terminations.

The UCC module supports business processes in a variety of ways. Following is a list of some of the unique functions provided by the current UCC module:

- a. Generation of reports by filing type and/or action, for a specified date range
- b. Customized searches based upon a strict set of search criteria
- c. Calculation and assignment of status, action type, and maturity date for filings
- d. Printing additional file stamps with barcodes for miscellaneous documents filed within Business Services.
- e. Buyer Registration and Master Lien List creation and publication

3. Accounts Receivable Module

The Accounts receivable(AR) module includes functionality for calculating and recording fees for all UCC filings, UCC/Corp certificates, UCC searches, UCC/Corp copies, Buyer Registration and Master Lien List. These are entered into the UCC Module and then are written to the AR module when the job is committed. Once committed the charge can be accessed using the AR Module. Data fields are described in Appendix I - Accounts Receivable Ancillary Database.

The AR module supports business process in a variety of ways. Following is a list of some of the unique functions provided by the current AR module:

- a. Generate reports by filing type and/or action, for a specified date range
- b. An application can be made by an entity to setup a charge account. Fulfill request by creating account and assign unique account number. The system must be able to search for account name using Soundex per Corp-1 and to search by account number. There must be functionality to edit, change status of account, and place on credit hold, either by staff or by system, based on number of days in arrears.
- c. Record fees, collect fees, or charge to appropriate account number.
 - i. Prepare deposit for funds received the previous day to be sent to the accountant for PFC deposit. See RTM CPP-4
 - ii. Bill accounts with balances monthly (electronically, faxing or mailing)
- d. Receipt payments (full or partial) received on account.
- e. The ability to create and apply credit memos.
- f. The ability to search and retrieve by invoice number.
- g. The ability to run queries and generate statements.
- h. The ability to override fees and the ability to accept overpayment.
- i. Receipt monies into daily jobs for batch processing and auditing
- j. Creation and delivery of invoices/billing statements

4. UCC_Corp Database

Both the Corp and UCC modules provide:

- a. Interface with Microsoft Office Suite version 2010 or above to facilitate generation of custom templates and certificates
- b. Generation of bar code labels for scanning purposes
- c. Ancillary Databases and executable files that are used with the current system. Refer to Appendix J. – Ancillary Databases and Derived Reports.

Both the Corp and UCC modules interface with the State's OnBase image library and an online web portal. Filed documents are either scanned directly into the OnBase image library or imported into the library via the online web portal for later retrieval by the filing office or retrieval by the public through the online web portal. The web portal also interfaces with the databases to retrieve filed documents and information as well as to insert new filing information into the database and OnBase image library.

The SoS's Corp and UCC online filing services are provided by a third party portal manager with the registered name of Nebraska.gov. Portal software provides services that can be accessed by a pay-as-you-go method and through subscription services.

The portal software offers subscription services for users to access selected information. Currently, a subscriber to the portal pays an annual fee; which is waived for state agency subscribers. Subscribers with extremely large amounts of data can take advantage of high-speed electronic batch processing. Subscribers requesting these services transmit files to the portal electronically. These files are then processed and sent back to the subscriber where the processed file can be downloaded at the subscriber's convenience.

All content on the SoS's website is provided by the current application from the SoS's office. The portal manager is involved in development of many interactive services, but those on the SoS's website remain under the control and direction of the SoS. Content on the website remains the responsibility of the SoS. All of the data used by the current SoS website is stored by the SoS in the database of record.

All users can access the portal 24 hours a day, 7 days a week. The SoS uses the portal manager's customer service and help desk for both SoS staff and users of portal services.

The following hardware devices are used with our current system. Please provide hardware price and cost for any new equipment that must be purchased.

Device	Model	Quantity
Wasp Hand Bar Code Scanner	WLS 9000	2
Symbol Hand Bar Code Scanner	LS2208-SR20007R-UR	1
Zebra Label Printer	LP2824	15
Dymo Label Printer	Label Writer 400	5
Dymo Label Printer	Label Writer 400 Pro	1
Dymo Label Printer	Label Writer 450	2
Dymo Label Printer	Label Writer 330	2
Dymo Label Printer	GK420d	1
Epson Receipt Printer	TM-U295	2
Lanier Network Copier/Printer	MP6002	1
Lanier Network Copier/Printer	LD370	1
Panasonic Scanner with Kofax VRS Version 5.1	KV-S3065CW	2
Dell/HP Computers running Windows 7 Enterprise with dual monitors		24

D. SCOPE OF WORK

The software will provide support for functional areas of the Business Services Division of the SoS Office. Our primary focus is to replace our existing UCC and Corp modules and processes.

1. The business services software will be used to file and generate a variety of documents within the SoS's Office.
2. Documents include all corporate filings and filings made pursuant to the UCC revised article 9.
3. The software will be used to file federal and state tax liens, judgment liens, farm product security filings, trade names and trademarks, and a variety of other statutory filings.
4. The software will interact with the image library and with the portal for online filing services.
5. The software will provide full accounting functionality.
6. Improved functionality is required, particularly as outlined below:
7. Configurability of statutory changes and policies
 - a. Fees/rates/funds/accounting codes
 - b. Adding or changing entity types and other filing categories and options, filing types, all lien types, and action codes
 - c. Templates/reports
 - d. Triggers for renewal, expiration, system generated tasks, maturity dates, retention time frames, and purge capabilities
 - e. Automated notices, how they are sent, and to whom
 - f. Workflow/Staff Assignments, Digital/Electronic Signatures, and Redaction
 - g. Scheduling of actions, reports, notices.
8. Workflow processes to include:
 - a. name availability
 - b. search functionality
 - c. email notifications and communications, including both internal and external customers
9. Lifecycle process
 - a. Corp – Formation Document, Amendments, Annual/Biennial Updates (Reports), Merge/Convert, Dissolution (State/Corp/Judicial), Reinstatement

- b. UCC/EFS – Originals, Amendments, Corrections, and Terminations
- 10. Track who performs actions within the system
- 11. Audit trail of actions including date/time stamping
- 12. Utility Functions
- 13. Training
- 14. Data Conversion/Migration Plan
- 15. Batch Reports/AR – Receipting
 - a. Invoicing
 - b. Payment processing
 - c. Tracking and reporting of accounting information
 - d. Automated interface with the State's accounting system, Payment and Financial Center (PFC)
- 16. Scope includes all the functionality of the current system, all Appendices, and Attachment A
- 17. Annual/Biennial Updates (Reports)
- 18. Integration with Image Library
- 19. Barcode readers, Barcode label printers, barcode hand scanners or replacement product set.
- 20. Use modern technology that is supportable using local resources and can be configured using SoS internal resources.
- 21. Improve the level of functionality of the existing system and accommodate expansion of services.
- 22. Interface with Portal and accommodate the expansion of online services.
- 23. Eliminate existing silos in the current system so that filing processes, accounts receivable, and deposit preparation are completed in one system.
- 24. Provide extensive reporting capabilities both standard and ad hoc.
- 25. Auto generates and manually populates templates.
- 26. Administrative systems to support various accounts: billing, accounts receivable, and accounts payable, including online and electronic payment processing capabilities;
- 27. Enhanced search engine capabilities and organization to navigate and search the database that allows users to easily find services and content.
- 28. Printing file stamp with barcode for miscellaneous documents to be scanned.

E. PROJECT REQUIREMENTS

The contractor must provide:

- 1. modern technology software that is easily supported and configured, uses responsive design, and meets business requirements of Corp and UCC/EFS functions;
- 2. improved level of functionality of the existing system and expansion of services currently provided;
- 3. integrated filing processes, accounting functions, and deposit preparation features;
- 4. extensive reporting capabilities both standard and ad hoc;
- 5. software which provides APIs to the portal manager, document imaging, state accounting, and credit card processing contractor;
- 6. software that is accessible to users running popular browsers such as Microsoft Internet Explorer, Safari, Firefox, and Chrome;
- 7. conversion of the current system's data;
- 8. enhancements which easily accommodate statutory requirements, rules & regulations, and policy changes (e.g., add new business entity types and forms, update filing fees);
- 9. ongoing maintenance updates;
- 10. helpdesk support; and
- 11. training and applicable instruction materials to system users.

F. TECHNICAL REQUIREMENTS

- 1. **Legislated Processes, Forms, and Filings**
BSFS filings must meet many statutory requirements and comply with numerous rules and regulations. For information regarding these filings, current forms, field restrictions, required edits and relationships, see Appendix A – Entity Types - Actions Matrix for Corp Filings, Appendix B – Corp Data Fields, Appendix G – Lien Types - Action Matrix for UCC & EFS Filings, Appendix H - UCC & EFS Lien Data Fields, Appendix I - Accounts Receivable Ancillary Database.
- 2. **Document Image Library and Enterprise Content Management (ECM)**
The contractor will use the State's existing image library (currently Hyland OnBase). The contractor's system must associate document id numbers with the filed document handle number stored in OnBase in order to display, retrieve, print, fax, and email selected document images based on the latest document date.

The bidder should describe the most efficient way to integrate the OnBase software with the bidder's proposed software. The State requires this interface to be as seamless as possible and provide access to, and allow printing of, associated images without exiting the contractor's software.

3. Official Portal for the State of Nebraska

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

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

- a. www.nol.org
- b. www.ne.gov
- c. www.nebraska.gov

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

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

Certain state records, such as UCC and Corp records are assessed a transaction or record search fee. All fees are approved by the State.

All external filing access to BSFS is through the portal. Nebraska.gov also serves as the manager to the SoS's website.

4. Hosting Model

The current UCC_Corp Database is, and the BSFS will be, hosted at the Office of the CIO in a virtual server environment. The State will provide disaster recovery (DR) and backups.

The bidder's application will use Nebraska Directory Services (NDS) to access web-based applications.

In order to take advantage of as much existing infrastructure as possible, the BSFS system will run on VMWare virtual machines hosted by the Office of the Chief Information Officer. The system will comprise three (3) virtual servers: a database server, an internet web server, and an intranet/development web server. The database server will use Microsoft Windows Server OS and SQL Server 2012 R2 or above. The web servers will use Microsoft Windows Server OS and run IIS.

5. Peripheral Hardware

Proposed system must interface with the existing barcode label printers, barcode label hand scanners, and document imaging scanners or proposed alternative hardware for integration with the existing image library

6. Licensing Model

The State will be provided a perpetual right-to-use license to include test, Quality Assurance (QA), User Acceptance Testing (UAT), training, and production environments.

7. State Credit Card processor

The system must integrate with the State of Nebraska's current Merchant Credit Card Processing Service. All credit card transactions will be securely processed through the system and all will undergo on-line verification. Processing must be compliant with Payment Card Industry's Data Security Standards ("PCI DSS").

8. Security

The Nebraska Information Technology Commission (NITC) has adopted an Information Security Policy to provide a uniform set of reasonable and appropriate security safeguards for protection of the confidentiality, integrity, availability, and privacy of State of Nebraska information collected, stored, and used to serve the citizens of the State of Nebraska.

All installed software must be maintained at a vendor-supported level to ensure accuracy and integrity. All known security patches, release updates, service packs, and other fixes must be reviewed, evaluated, and appropriately applied in a timely manner.

For specifics, see:

NITC 8-101: Information Security Policy
<http://nitc.nebraska.gov/standards/8-101.html>

NITC 8-102: Data Security Standard
<http://nitc.nebraska.gov/standards/8-102.html>

NITC 8-301: Password Standard
<http://nitc.nebraska.gov/standards/8-301.html>

NITC 8-302: Identity and Access Management Standard for State Government Agencies
<http://nitc.nebraska.gov/standards/8-302.html>

G. PROJECT PLANNING AND MANAGEMENT

1. Project Management Plan

The contractor must assign a Project Manager who has been involved in the implementation of proposed similar system and will manage the project to ensure the project stays on task and within scope of the contract in collaboration with the SoS Project Manager. The contractor must employ appropriately skilled staff to build and support the system.

Within ten (10) business days after the contract is awarded, the contractor shall provide a full Project Management Plan. The contractor's Project Manager and SoS Project Manager will jointly discuss timing and staffing issues that will impact the timeline. The result shall be an updated Project Management Plan. The Project Management Plan shall be mutually agreed to and further developed by both the contractor and SoS.

The finalized Project Management Plan must be completed within twenty (20) business days after the contract is awarded and shall be subject to SoS approval. The Project Management Plan shall be considered finalized when the Secretary of State or designee and the contractor have provided signature approval of the Plan.

The Project Management Plan should include:

- a. project definition and description of tasks scheduled with key milestones defined in terms of duration communicated to the contractor's and SoS's project teams;
- b. descriptions of approach to knowledge transfer, including capturing and preserving the knowledge necessary to maintain the functions, applications, and services of the system;
- c. data mapping and conversion of SoS system data;
- d. the resources and the time commitments for training and knowledge transfer activities;
- e. measurements for proving the knowledge transfer is effective;
- f. roles and responsibilities as they relate to the project;
- g. point of contact and procedures for managing problems or issues during the implementation period;
- h. test plan and procedures;
- i. risk mitigation plan and strategy; and
- j. contingency plan for failed implementation.

SoS reserves the right to approve or reject any changes to the contractor's Project Manager or other key personnel after the contract is awarded. SoS also reserves the right to require key personnel changes, with reasonable notice to the contractor.

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

2. Project Status Reports

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

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

The contractor will comply with NITC standards for Project Status Reporting on Enterprise Projects. A copy of the standards document is available at: <http://nitc.nebraska.gov/standards/1-203.html>. The SoS Deputy for Business Services & Technology or designee will work directly with the contractor's Project Manager and will be responsible for overall quality assurance. During development, the contractor shall conduct and document weekly management status meetings or phone calls and provide weekly written status reports including an updated electronic copy of the complete and up-to-date project work plan including major SoS activities and milestones.

3. Coordination

The SoS Deputy for Business Services & Technology or designee will act as liaison between the contractor and SoS staff on issues related to the system and communicate needs to the contractor for inclusion in future upgrades.

4. Data Conversion

Define the tasks involved in accomplishing the conversion. Upon award and completion of the design specifications for the system, the contractor will be expected to update the conversion plan to include methods of accomplishing the transfer of data from the old structure to the new structure.

All data contained in the UCC-Corp Database System is required to be converted. The system must indicate which images are stored in OnBase, associate them with filings or cardex information in the system, and retrieve them by document id number and document handle number.

All data contained within the AR Database System is required to be converted. See Appendix I – Accounts Receivables Ancillary Database.

Data and/or system information not required to be converted includes: paper filings, paper/microfilm cardex, microfiche, microfilm, cds and foreign corp books.

All data must be converted from the current UCC_Corp Database System to the contractor's system prior to the Go-Live date. Data migration and testing of that process must be done in advance, according to the Test Plan, to ensure seamless transition for Go-Live.

5. Testing

The contractor shall provide a unit testing plan to be approved by Secretary of State or designee and shall complete unit testing in the development environment before installing the contractor's system to the UAT environment. As components of the proposed system are completed they need to be demonstrated to SoS staff for verification of correctness and completeness.

A UAT plan will be designed in conjunction with the contractor and by SoS. Acceptance Testing is designed to ensure that all new functions are tested by users, including but not limited to, proper functioning of edits, audits, and business rules, accuracy of financial processing and file maintenance, and the format and content of all system outputs, including outputs from reporting functions. Acceptance Testing also offers the opportunity to test User Manuals, forms, procedures and business processes. All subsystems and modules will be tested. Acceptance Testing will be conducted in a controlled and stable environment. These tests may use all of, or selected parts of, the preliminary converted files.

UAT will be completed by SoS staff, with assistance from contractor staff, before installing the contractor's system to the production environment. UAT will be allocated for an estimated four months between July through October. If defects are found UAT time frame may restart at the discretion of SoS. As part of UAT, parallel testing will also be performed including interfaces to Nebraska.gov, OnBase, and PFC. SoS will determine how long parallel testing will take place not to exceed 5 business days of input data. All

functions of the system will be tested including front and back office financial features, processes, and reports.

6. Change Control

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

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

H. PROJECT START THROUGH IMPLEMENTATION

Project initiation and implementation will happen over an extended period of time. The SoS prefers that Phases 1 and 2 be launched at the same time; however, timing of funding and/or workload might require phased implementation.

The project will entail the following:

Establish Communication and Partnership Coordination for Implementation

1. Phase 1 UCC/EFS/AR/ Master Lien List
 - a. Software Installation into Test Environment
 - b. Design, Development, and Configuration
 - c. Documentation of system and any necessary interfaces
 - d. Set up of work flow processes
 - e. Conversion of Data in Test Environment
 - f. Training
 - g. UAT of Application & Onsite Assistance
 - h. Software Installation into the Production Environment
 - i. Conversion of data into Production Environment
 - j. Configuration of the system in production
 - k. Compile, organize, and publish the Master Lien List
 - l. System Launch – UCC/EFS/AR
 - m. Problem Resolution

2. Phase 2 – Corp
 - a. Software Installation into Test Environment
 - b. Design, Development, and Configuration
 - c. Documentation of system and any necessary interfaces
 - d. Set up of work flow processes
 - e. Conversion of Data in Test Environment
 - f. Training
 - g. UAT of Application & Onsite Assistance
 - h. Software Installation into the Production Environment
 - i. Conversion of data into Production Environment
 - j. Configuration of the system in production
 - k. System Launch
 - l. Problem Resolution

3. Phase 3 – Notary/eNotary
 - a. Software Installation into Test Environment
 - b. Design, Development, and Configuration
 - c. Documentation of system and any necessary interfaces
 - d. Set up of work flow processes
 - e. Conversion of Data in Test Environment
 - f. Training
 - g. UAT of Application & Onsite Assistance

- h. Software Installation into the Production Environment
- i. Conversion of data into Production Environment
- j. Configuration of the system in production
- k. System Launch
- l. Problem Resolution

I. TRAINING

Business Services staff will be fully trained in all functional operations, workflow, accounting, and reporting processes of the BSFS Corp and UCC/EFS modules before the system is placed into production, training to be done in two or more separate sessions, and before any new function or component is added and placed into production. Initial training should be broken down by staff functions for users, administrator(s), and managers

1. Corp Training

The contractor shall train approximately 20 total staff on the use of the Corp functionality in the system. Training sessions shall be conducted onsite in two or more separate sessions to allow attendance of all staff so that staff may continue to provide uninterrupted customer service throughout the training process. The contractor is responsible for contractor staff costs for these training sessions (i.e., travel, hotel accommodations, food, materials, and incidentals).

Initial Corp training shall include:

- a. a general overview of the proposed Corp portion of the system, its functions, capabilities, limitations, components, and physical layout
- b. security and sign on to application process
- c. walk-through of common Corp processes (the filing categories of Formation Documents (filed in order to form a business entity or establish an agent, a name, or a mark); Amendments & Corrections (filed for entities and other filing options to amend documents that have previously been filed with the SoS); Renewals (filed for Other Filing Options to continue their existence and update information); Mergers & Conversions (filings that change the status and/or type of entities), Dissolutions & Revocations (filings that dissolve corporate entities that are on record); and Reinstatements (filings that reestablish corporate entities that were previously on record).
- d. search, store, perform actions, record, retrieve customer account and other filing information and documents related to business entity registrations and other filings
- e. work flow for filings received via walk-in, mail-in, filed online for immediate acceptance into the database or Document eDelivery which requires staff review
- f. filing actions and correspondence - generation, distribution, and storage
- g. handling of fees - calculate, receipt, split, balance, reconcile, deposit, and invoice
- h. setting up charge accounts
- i. name availability and search process
- j. creation, generation, and delivery of customer notifications
- k. track and report information
- l. annual/biennial report generation and report filing
- m. generation of barcode labels for scanning to connect filing document to image(s) in OnBase image library and retrieval of documents via BSFS
- n. troubleshooting and problem resolution procedures, error messages
- o. help features and inquiry functions
- p. generation and distribution of reports
- q. HelpDesk protocols
- r. cash change drawer

At the completion of the Corp training, participants should be able to search, record, store, and retrieve information and documents related to business entity registrations and other filings. They must also be able to create and deliver notifications, calculate, collect and split fees, balance, reconcile and make deposits ready for accountant, invoice customers for certificates and copies, and track and report information.

2. UCC/EFS Training

The contractor shall train approximately 20 total staff on the use of the UCC/EFS functionality in the system. Training sessions shall be conducted onsite in two or more separate sessions to allow attendance of all staff for training provided so that staff may continue to provide uninterrupted customer service throughout the training process. The contractor is responsible for contractor staff costs for these training sessions (i.e., travel, hotel accommodations, food, materials, and incidentals). Initial training shall include:

- a. a general overview of the proposed UCC/EFS portion of the system, its functions, capabilities, limitations, components, and physical layout

- b. security and sign on to application process
- c. walk-through of common UCC/EFS processes to include search, record, store, and retrieve information and documents related to UCC filings and EFS recorded by the SoS
- d. work flow for filings received via walk-in, mail-in, filed online for immediate acceptance into the database or Document eDelivery which requires staff review
- e. filing actions and correspondence - generation, distribution, and storage
- f. handling of fees - calculate, receipt, split, balance, reconcile, deposit, and invoice
- g. setting up of charge accounts
- h. name availability & search process for both UCC & EFS
- i. create, generate, and deliver customer notifications
- j. provide searches and copies
- k. track and report information
- l. procedures for Bogus or Fraudulent Filings
- m. generation of barcode labels for scanning to connect document to images in OnBase image library, and retrieval of documents
- n. process to register quarterly buyers troubleshooting and problem resolution procedures, error messages, help features and inquiry functions
- o. generate and distribute reports
- p. training should be broken down by staff functions for staff, administrator(s), and managers,
- q. Help Desk protocols
- r. Daily Transmission of certain filings to counties
- s. Monthly Termination Listing Report
- t. County Tax Credit Statement Report
- u. accounting functions related to ACH and IBT
- v. process for electronic filing agreements
- w. redaction of images
- x. UIN
- y. Register buyer list applicants, receipt fees for Master Lien List, and know how to access current Master Lien List and Updates for such.
- z. cash change drawer

At the completion of the UCC/EFS training, participants should be able to search, record actions, and subsequent actions, store, and retrieve information and documents related to filings for UCC, Statutory Ag Liens, Judgments, and Tax Liens, as well as EFS liens and the Buyer Registration and Master Lien List. The system must also create notifications, calculate, collect, and split fees, balance, reconcile, and make deposits ready for accountant, set up, invoice, and collection payments from billable accounts for searches and copies, and track and report information.

3. Training for SoS Administrators will include:

- a. performance monitoring and procedures,
- b. workflow and assignment functions,
- c. administrative duties such as account maintenance, policy changes, rules and regulations, and statutory additions or removal,
- d. tracking past events and transactions, and who completed them, in the BSFS,
- e. creation and customization of reports,
- f. executive level reporting functions, and
- g. configuration procedures for all configurable processes, e.g., retention, permissions, roles, fees, funding, templates, actions.

The contractor will provide a User Manual to the SoS Project Manager prior to the training sessions for review and approval. The contractor must provide an electronic manual that will be accessible to all Business Services staff through a link from the main menu of the BSFS. This will enable the contractor to keep the online manual updated and provide real time instruction.

The contractor will be responsible for training the SoS Project Manager and designee when the services provided are enhanced or modified, at no additional cost to the State. The location for this training will be determined by the SoS Project Manager and the contractor and should be completed as needed. Expenses incurred by SoS staff will be the responsibility of SoS. This session should provide refresher training, as needed, and update training on BSFS enhancements.

J. PROVIDE POST IMPLEMENTATION SUPPORT

The Contractor must provide system validation period support after implementation of each module for a 120 day period to address and resolve any production issues. The Contractor will provide all maintenance, modifications,

and corrections that are necessary for the system validation period in production. Items that run biennially, annually or quarterly will remain under this system validation period until scheduled process is complete, and any defects found will be resolved at no cost to the State. After the system validation period all corrections will be handled under the maintenance period.

1. Maintenance

The contractor must have a plan for updating, enhancing, and modifying the system in response to technological advances and the need for additional features to improve efficiency and ability to meet the public's and SoS's demands.

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

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

The contractor shall monitor availability of upgrades offered by their hardware and software vendors and make timely installation of such changes when technically appropriate, at no additional cost to SoS.

When changes or additions are made to the database, contractor will provide updated field mapping and relationship documentation.

2. Help Desk

The contractor must provide a HelpDesk, staffed with knowledgeable personnel, to resolve problems presented by SoS Admin or IT staff at no additional cost, with no limit on the number of calls that can be placed to the HelpDesk. HelpDesk support personnel will be available at an 800 telephone number at least during work days from 7 a.m. to 6 p.m. CT.

The HelpDesk number must be available for year round coverage, 7 days per week, 24 hours per day for reporting problems. Call forwarding to HelpDesk staff may be used during the off hours (outside the hours listed above) and a response must occur within one (1) hour of the message. The HelpDesk will function to solve problems and will maintain a log of all calls reporting problems or requesting assistance, fully documenting the problem(s) and what action(s) were taken to correct the issue(s). The log will be made available to SoS upon request.

K. SUCCESSION PLANNING & COOPERATION

The Contractor shall be responsible for end of contract activities at the completion of this contract to ensure that the transition from Contractor operations by the successor Contractor, or the State, occurs smoothly and without disruption to the State. End of Contract Transition activities will include planning, timely transfer of data, and documentation specifically for Nebraska at no additional cost to the State.

Business Services Filing System Contractor End of Contract Transition Responsibilities

1. Provide a detailed Transition Plan with RFP response.
2. Modify the Transition Plan based upon the results of State review.
3. Download all reports and data in a format prescribed by the State. Any and all data stored in the web application may be requested. Transfer data, documentation, and other applicable materials to the State in accordance with the approved Transition Plan.
4. Provide technical and professional support to the State and/or a successor Contractor in support of the transition.
5. This period will not exceed 180 days from termination or expiration of contract.

L. DELIVERABLES (REQUIRED)

The schedule below represents an anticipated timeline for implementing all phases simultaneously.

Establish Communication and Partnership Coordination for Implementation at Contract award date

<u>Deliverable</u>	<u>Anticipated Delivery</u>
1. Software Installation into Test Environment	December 2016
2. Design, Development and Configuration	December 2016 – May 2017
3. Documentation of system and any necessary interfaces	December 2016 – May 2017
4. Setup work flow processes	April 2017 – June 2017

5.	Conversion of Data into Test Environment	June 2017
6.	Training	June 2017 – July 2017
7.	UAT of Application & Onsite Assistance	July 2017 – October 2017
8.	Software Installation, Conversion of data, & Configuration in Production Environment	October 27 – 31, 2017
9.	System Launch	November 1, 2017
10.	120 Day Post Go-Live Sign Off	
11.	Maintenance Fees Start Upon Post Go-Live Sign Off	

Alternatively, if timing of funding and/or work load prevents simultaneous implementation, an alternate schedule will be determined during the finalization of the Project Plan. The schedule below represents an example of an estimated timeline for implementing the phases consecutively.

<u>Deliverable</u>	<u>Anticipated Delivery</u>	
<u>Phase 1 (UCC/EFS/AR/Master Lien List)</u>		
1.	Software Installation into Test Environment	December 2016
2.	Design, Development and Configuration	December 2016 – May 2017
	Documentation of system and any necessary interfaces	December 2016 – May 2017
3.	Setup work flow processes	April 2017 – June 2017
4.	Conversion of Data into Test Environment	June 2017
5.	Training	June 2017 – July 2017
6.	UAT of Application & Onsite Assistance	July 2017 – October 2017
7.	Software Installation, Conversion of data, & Configuration in Production Environment	October 27 – 31, 2017
8.	System Launch	November 1, 2017
9.	Back-up data, compile, organize, and publish the Master Lien List	December 31, 2017 - January 5, 2018
10.	120 Day Post Go-Live Sign Off	
11.	Maintenance Fees Start Upon Post Go-Live Sign Off	
<u>Phase 2 (Corp)</u>		
1.	Software Installation into Test Environment	December 2017
2.	Design, Development and Configuration	December 2017 – May 2018
3.	Documentation of system and any necessary interfaces	December 2017 – May 2018
4.	Setup work flow processes	April 2018 – June 2018
5.	Conversion of Data into Test Environment	June 2018
6.	Training	June 2018 – July 2018
7.	UAT of Application & Onsite Assistance	July 2018 – October 2018
8.	Software Installation, Conversion of data, & Configuration in Production Environment	October 27 – 31, 2018
9.	System Launch	November 1, 2018
10.	120 Day Post Go-Live Sign Off	
11.	Maintenance Fees Start Upon Post Go-Live Sign Off	

M. OPTIONAL

The following features are not included in the requirements of this RFP. However, the State prefers that each be incorporated in the BSFS as part of the proposed solution or be integrated into the BSFS at a future date. The bidder should complete Form A.2 in Attachment A to describe any of the following features if their product/solution is able to provide one of more of the features and include costs for each feature in the appropriate section of Attachment B – Cost Proposal.

1. Notary/eNotary Public Component

The State currently utilizes a Notary Public System outside of the UCC_Corp Database and would prefer that this function be integrated into the BSFS, including the new eNotary Public function.

See Appendix C - Statutes and Rules & Regulations regarding Notary Public, Appendix J – Ancillary Databases and Derived Reports, Optional, #1 contains data definitions from the current Notary Public System.

2. Filings and images currently not in existing system.

The State may desire at a future time to add filing data and images of past filings which are not in the current system. This would include: paper filings, paper/microfilm cardex, microfiche, microfilm, cds, and foreign corp books.

3. Preferred Name Availability Process

In addition to the required basic process for determining name availability, a Preferred Name Availability process is described in Appendix N - Name Availability Screening Minimum Requirements and Preferred Requirements.

SoS may want to consider an option to include this enhanced functionality in the BSFS.

4. Registered Agent (RA) Self-Service

Currently, registered agents can report address changes for entities they represent to the SoS then staff update the RA address.

SoS may want to consider an option for registered agents to be allowed to securely access the BSFS to update their address information.

V. PROPOSAL INSTRUCTIONS

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

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

A. PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM

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

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

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

2. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

b. FINANCIAL STATEMENTS

The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm must provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

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

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

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

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past thirty-six (36) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

g. CONTRACT PERFORMANCE

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

It is mandatory that the bidder submit full details of all termination for default experienced during the past three (3) years, including the other party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past three (3) years, so declare.

If at any time during the past three (3) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder must address the following:

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

- iii. If the work was performed as a Subcontractor, the narrative description shall identify the same information as requested for the Contractors above. In addition, Subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

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

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

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

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

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

j. SUBCONTRACTORS

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

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

3. TECHNICAL APPROACH

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

- a. Bidder must respond to each item in Attachment A, Requirements Matrix, using Attachment A for responses.

B. COST PROPOSAL REQUIREMENTS

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

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

1. PRICING SUMMARY

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

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

The State wants the option of acquiring scanners, barcode readers and label printers through the contractor. The bidder should identify the make, model number, and price per unit that they would recommend to fulfill this need for the SoS. The State will determine whether to acquire this equipment through the contractor or from the State's existing hardware contracts. These will be provided in Attachment B.

The State wishes to be able to purchase time and materials development and associated expenses on an as needed basis through the life of the contract. The bidder should include per hour rate charges for the different roles that could be required for this optional additional software development. There is no guarantee of the number of hours that would be used under this option. Travel expenses will be charged separately and must be preapproved by the State.

The Bidder must list each role/title and provide an hourly rate in Attachment B. These rates are fixed for the initial term of the contract. At renewal time rates may increase by no more than 5% upon mutual written agreement by Contractor and the SoS.

2. PRICES

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

C. PAYMENT SCHEDULE

The payment schedule for the project is tied to specific dates and deliverables. Invoices may be submitted by the Contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved. A percentage of the total contract cost less retainage may then be invoiced based on the following schedule.

For simultaneous implementation of all phases

<u>Percentage of Total Cost</u>	<u>Deliverable</u>
20% less retainage	Software Installation
20% less retainage	Corp, UCC & EFS - Conversion of Data into Test Environment
10% less retainage	Training & Training Documentation
20% less retainage	User Acceptance Testing of Application
30% less retainage	Production Implementation/Go Live
7.5%	Retainage Payout - 120 Day Post Go-Live Sign Off
2.5%	Retainage Payout - after quarterly, annual and biennial processes are completed and verified.

If consecutive implementation of phases is chosen, payment schedule will be determined during finalization of Project Plan.

Form A
Bidder Contact Sheet
Request for Proposal Number 5301Z1

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

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

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

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

Form B

Notification of Intent to Attend First Pre-Proposal Conference

Request for Proposal Number 5301Z1

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

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