

**State of Nebraska  
REQUEST FOR PROPOSAL FOR CONTRACTUAL  
SERVICES FORM**

RETURN TO:  
Department of Labor  
550 S. 16<sup>th</sup> Street.  
Lincoln, NE 68509  
Phone: (402) 471-9944  
Fax: (402) 471-8041

SOLICITATION NUMBER	RELEASE DATE
<b>RFP 5429 Z1</b>	<b>09/09/2016</b>
OPENING DATE AND TIME	PROCUREMENT CONTACT
<b>12/01/2016, 10:00 a.m. Central Time</b>	<b>Denise Schroder</b>

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

**PLEASE READ CAREFULLY!**

**SCOPE OF SERVICE**

The State of Nebraska, Department of Labor, is issuing this Request for Proposal, RFP Number 5429 Z1 for the purpose of selecting a qualified Contractor to provide Workforce Innovation and Opportunity Act (WIOA) services in the Greater Nebraska Workforce Development area consisting of 88 counties in Nebraska outside of the Lincoln and Omaha metropolitan areas. This RFP provides four options for bidding: Option 1: One-Stop Operator Services Provider, Option 2: Administrative Entity, Option 3: Adult and Dislocated Services Provider, and Option 4: Youth Service Provider.

Written questions are due no later than September 27, 2016, and should be submitted via e-mail to [denise.schroder@nebraska.gov](mailto:denise.schroder@nebraska.gov). Written questions may also be sent by facsimile to (402) 471-8041.

A Pre-Proposal Conference with mandatory attendance will be held on October 5, 2016 at 10:00 a.m. at Nebraska Department of Labor, 550 S 16th St. Lincoln, NE.

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 Nebraska Department of Labor by the date and time of proposal opening indicated above. 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 to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>.

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

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

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

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

**BIDDER MUST COMPLETE THE FOLLOWING**

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

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

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

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

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

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

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

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

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

## TABLE OF CONTENTS

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

FF.	PAYMENT .....	19
GG.	INVOICES.....	20
HH.	RIGHT TO AUDIT .....	20
II.	TAXES .....	21
JJ.	INSPECTION AND APPROVAL .....	21
KK.	CHANGES IN SCOPE/CHANGE ORDERS .....	21
LL.	SEVERABILITY .....	22
MM.	CONFIDENTIALITY .....	22
NN.	PROPRIETARY INFORMATION .....	22
OO.	CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING .....	23
PP.	STATEMENT OF NON-COLLUSION .....	23
QQ.	PRICES .....	23
RR.	BEST AND FINAL OFFER.....	24
SS.	ETHICS IN PUBLIC CONTRACTING .....	24
TT.	INDEMNIFICATION .....	25
UU.	NEBRASKA TECHNOLOGY ACCESS STANDARDS.....	26
VV.	ANTITRUST.....	26
WW.	DISASTER RECOVERY/BACK UP PLAN.....	26
XX.	TIME IS OF THE ESSENCE.....	26
YY.	RECYCLING.....	27
ZZ.	DRUG POLICY .....	27
AAA.	EMPLOYEE WORK ELIGIBILITY STATUS.....	27
BBB.	CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY.....	28
CCC.	POLITICAL SUB-DIVISIONS.....	28
<b>IV.</b>	<b>PROJECT DESCRIPTION AND SCOPE OF WORK .....</b>	<b>29</b>
A.	PROJECT DESCRIPTION.....	29
B.	PROJECT ENVIRONMENT.....	38
C.	PROJECT REQUIREMENTS .....	39
D.	BUSINESS REQUIREMENTS .....	39
E.	TECHNICAL REQUIREMENTS.....	48
F.	DELIVERABLES (REQUIRED).....	48
<b>V.</b>	<b>PROPOSAL INSTRUCTIONS .....</b>	<b>49</b>
A.	PROPOSAL SUBMISSION.....	49
B.	COST PROPOSAL REQUIREMENTS .....	51
C.	PAYMENT SCHEDULE .....	51
<b>Form A</b>	<b>Bidder Contact Sheet .....</b>	<b>52</b>
<b>Form B</b>	<b>Notification of Intent to Attend Pre-Proposal Conference.....</b>	<b>53</b>
<b>Attachment A</b>	<b>ASSURANCES .....</b>	<b>54</b>

## GLOSSARY OF TERMS

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

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

**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.

**After Receipt of Order:** After Receipt of Order

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

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

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

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

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

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

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

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

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

**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.

**Chief Elected Officials Board (CEOB):** The Governor serves as the grant recipient for the Greater Nebraska Workforce Development area. Due to the large number of counties (88) that make up the Greater Nebraska area, the Governor has established a Chief Elected Officials Board (CEOB) to serve as the Chief Elected Official. Three members from each of the five planning regions serve on the Chief Elected Officials Board and are delegated the responsibility to act on behalf of their respective region. At least one Chief Elected Official from each region must be a mayor.

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

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

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

desired results.

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

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

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

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

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

**Contract Period:** The duration of the contract.

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

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

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

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

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

**Electronic Content Management (ECM):** Management information system for saving documentation electronically.

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

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

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

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

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

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

**Incumbent Worker Training:** Training provided to workers currently attached to the employer but are in need to retraining or skill upgrade in order to stay employed with the current employer. Formal training with incumbent workers to improve on current skills and obtain new skills needed for the work being performed within the selected industry.

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

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

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

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

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

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

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

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

**NEworks:** The management information system used within the Nebraska Department of Labor to document and record all case management and service activities. NEworks provides a wide array of employment and labor market resources to job seekers, employers, participants, and case managers.

**One-Stop Operator:** Federal Law and State Policy require at least one Comprehensive One Stop Center in each local area. The One-Stop system is designed to enhance access to services and improve long-term employment outcomes for individuals seeking assistance. Regulations define the system as consisting of one or more comprehensive, physical One-Stop center(s) in a local area that provide the services defined under WIOA.

**On-the-Job Training (OJT):** A form of employee training taking place in a normal work situation. Employers are often reimbursed a specified percentage of the employee's wages for predetermined amount of time.

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

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

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

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

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

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

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

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

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

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

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

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

**Proposal:** See Bid/Proposal.

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

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

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

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

**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 and Reporting System (RRS):** The Nebraska Department of Labor ("NDOL") has established this on-line system to serve as the primary mechanism for Workforce Innovation & Opportunity Act ("WIOA") funding requested by Local Area Sub-Grantees. The system replicates the form and feel of the WIOA Monthly Fiscal Reports, but all data is captured and submitted electronically to the NDOL Finance Department for processing and payment. The system provides authorized amount and expenditure figures based on the most current general ledger data maintained by the NDOL Finance Department. The currency of the data improves the Local Area Sub-Grantee's knowledge of WIOA funds available and expenditure levels as reported by the NDOL Finance Department.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Transitional Job Training:** Subsidized time limited work experience for individuals with barriers to employment who are chronically unemployed or have an inconsistent work history. Transitional jobs are combined with comprehensive employment and supportive services, and are designed to establish a work history, demonstrate success in the workplace, and develop the skills that lead to entry into and retention in unsubsidized employment.

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

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

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

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

**Work Day:** See Business Day.

**Workforce Development Board (WDB):** Local workforce development boards, in partnership with local elected officials, are responsible for planning and overseeing the local program. The board is responsible for developing the local plan to be submitted to the Governor for approval, actively participating in the development of regional plans if applicable, designating local one-stop operators, conducting reviews of one-stop centers, negotiating local performance measures, and assisting in developing employment statistics system.

**Workforce Innovation and Opportunity Act (WIOA):** President Barack Obama signed the Workforce Innovation and Opportunity Act into law on July 22, 2014. WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. Most of the provisions of WIOA went into effect on July 1, 2015, however there are still many provisions that will be taking initial effect over the next two years.

## I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Department of Labor, is issuing this Request for Proposal, RFP Number 5429 Z1 for the purpose of selecting a qualified Contractor to provide Workforce Innovation and Opportunity Act (WIOA) services in the Greater Nebraska Workforce Development area consisting of 88 counties in Nebraska outside of the Lincoln and Omaha metropolitan areas. The service provider will act as any one or combination of all of the following 1) One-Stop Operator under WIOA 2) Administrative Entity under WIOA 3) Service provider for Adult and Dislocated Worker under WIOA and 4) Service provider for the Youth program under WIOA. 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.

Funding for this program will change from year-to-year. As a result any contracts resulting from this Request for Proposal will be issued approximately for a one (1) year period effective the date of the award. 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. At the discretion of the GNWDB and the CEOB, after successful completion of a one (1) year contractual period, including meeting all participation requirements, three (3), one (1) year annual renewals may be approved. WIOA requires that local areas bid service providers at least every four (4) years. In order for the GNWDB to exercise the renewal, the contractor must meet the local performance standards established by the State of Nebraska, adhere to the required expenditure rates, and administer WIOA funds in an effective and cost efficient manner. However, the GNWDB and CEOB are not bound to exercise the renewal solely on the criteria outlined above.

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	Sept. 9, 2016
2.	Last day to submit "Notification of Intent To Attend Mandatory Pre-Proposal Conference"	Sept. 27, 2016
3.	Last day to submit written questions	Sept. 27, 2016
4.	Mandatory Pre-Proposal conference Location: Nebraska Department of Labor 550 S 16th Street Lincoln, NE 68509	Oct. 5, 2016 10:00 a.m. Central Time
5.	Last day to submit written questions after Pre-Proposal conference	Oct. 11, 2016
6.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	Oct. 21, 2016
7.	Proposal opening Location: Department of Labor Division of Employment and Training 550 S. 16th St. Lincoln, NE 68509	Dec. 1, 2016 10:00 a.m. Central Time
8.	Review for conformance of mandatory requirements	Dec.1-6, 2016
9.	Evaluation period	Dec. 6 – Dec. 23, 2016
10.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	Jan. 4 & 5, 2017
11.	Post "Letter of Intent to Contract" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	Jan. 11, 2017
12.	Contract finalization period	Jan. 11, 2017- Feb. 10, 2017
13.	Contract award	Feb. 10, 2017
14.	Contractor start date	As early as Mar. 1, 2017 (transition period) July 1, 2017 (full service provision)

## II. PROCUREMENT PROCEDURES

### A. PROCURING OFFICE AND CONTACT PERSON

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

Name: Denise Schroder  
Agency: Department of Labor  
Address: 550 S. 16th St.  
Lincoln, NE 68509

Telephone: (402) 471-9944  
Facsimile: (402) 471-8041  
E-Mail: [denise.schroder@nebraska.gov](mailto:denise.schroder@nebraska.gov)

### B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing Workforce Innovation and Opportunity Act (WIOA) services in the Greater Nebraska Workforce Development area consisting of 88 counties in Nebraska outside of the Lincoln and Omaha metropolitan areas. The service provider will act as any one or combination of all of the following 1) One-Stop Operator under WIOA 2) Administrative Entity under WIOA 3) Service provider for Adult and Dislocated Worker under WIOA and 4) Service provider for the Youth program under WIOA, 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, 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 when recognized by the Department of Labor 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 Department of Labor and clearly marked "RFP Number 5429 Z1; WIOA Services Questions". It is preferred that questions be sent via e-mail to [denise.schroder@nebraska.gov](mailto:denise.schroder@nebraska.gov). Questions may also be sent by facsimile to (402) 471-8041, but must include a cover sheet clearly indicating that the transmission is to the attention of Denise Schroder, showing the total number of pages transmitted, and clearly marked "RFP Number 5429 Z1; WIOA Services Questions".

It is recommended that Bidders submit questions sequentially numbered and 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. MANDATORY PRE-PROPOSAL CONFERENCE**

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

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

**1. NOTIFICATION OF INTENT TO ATTEND MANDATORY PRE-PROPOSAL CONFERENCE**

Notification of attendance should be submitted to the Nebraska Department of Labor via e-mail ([denise.schroder@nebraska.gov](mailto:denise.schroder@nebraska.gov)), facsimile (402) 471-8041, 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.

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 in Section II part A as specified 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) 471-9944 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 bid will be rejected.

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

Preferably, proposals should be limited to one hundred (100) single sided pages, including forms and attachments.

**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, in whole 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. The State reserves the right to reject any or all proposals and re-advertise for proposals; and further reserves the right to waive any informality or irregularity. 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. The State will evaluate all proposals submitted with each separate option (Option 1: One-Stop Operator, Option 2: Administrative Entity, Option 3: Adult and Dislocated Worker, and Option 4: Youth). A highest scoring bidder will be identified for each option (1, 2, 3, & 4). The State reserves the right to award any or all options at its' sole discretion. The State will conduct a fair, impartial, and comprehensive evaluation of all 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 shall include but is not limited to:
  - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
  - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
  - c. whether the bidder can perform the contract within the specified time frame;
  - d. the quality of bidder performance on prior contracts;
  - e. such other information that may be secured and that has a bearing on the decision to award the contract;
2. Technical Approach; and

3. Cost Proposal.

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

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

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

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

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

Evaluation criteria weighting will be released with the Request for Proposal. Evaluation criteria weighting and a list of respondents will be posted to the Internet 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.

Please include within your proposal two (2) letters of reference, as well as the contact information for two (2) additional references, including their e-mail, physical address, and phone number, who will be contacted directly as part of the reference check process.

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

All bidders shall 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 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://dol.nebraska.gov/Home/Resources>

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 from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensations, 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 Nebraska Department of Labor has the most current certificate of insurance throughout the life of this contract. 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 paragraph.

**1. WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract. 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 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 anyone directly or indirectly employed, 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 Contractor 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**

<b>COMMERCIAL GENERAL LIABILITY</b>	
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>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
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
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000
<b>PROFESSIONAL LIABILITY</b>	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
Includes Non-Owned Disposal Sites	
<b>SUBROGATION WAIVER</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>LIABILITY WAIVER</b>	
"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, which shall be submitted to the attention of the Buyer.

Department of Labor  
 Attn: Denise Schroder  
 550 S. 16th St.  
 Lincoln, NE 68509  
 Or by facsimile to 402-471-8041

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 the Department of Labor 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.

The Nebraska Department of Labor will not accept any subcontractors.

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 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.

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 employee.

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

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

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

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

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

**L. CONFLICT OF INTEREST**

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

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

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

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

**M. PROPOSAL PREPARATION COSTS**

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

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

**N. ERRORS AND OMISSIONS**

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

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

**O. BEGINNING OF WORK**

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

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

**P. ASSIGNMENT BY THE STATE**

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

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

**Q. ASSIGNMENT BY THE CONTRACTOR**

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

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

**R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL**

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

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

**S. GOVERNING LAW**

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

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

**T. ATTORNEY'S FEES**

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

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

**U. ADVERTISING**

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

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

**V. STATE PROPERTY**

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

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

**W. SITE RULES AND REGULATIONS**

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

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

**X. NOTIFICATION**

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

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

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

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

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

**Y. EARLY TERMINATION**

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
  
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar 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 Agency; or
- j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

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

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

The State may terminate or suspend the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for the State or Federal fiscal years following the current State or Federal fiscal year is contingent upon appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate or suspend 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 or suspension, 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 or suspension date will cease and all interest of the State in any related equipment will terminate or be suspended. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination or suspension date. In no event shall the Contractor be paid for a loss of anticipated profit.

Suspension of the Contract shall not be a breach of contract. If the Contract is suspended the Contractor shall have the right to terminate the Contract at the Contractor's discretion.

**AA. BREACH BY CONTRACTOR**

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

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

**BB. ASSURANCES BEFORE BREACH**

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

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

**CC. ADMINISTRATION – CONTRACT TERMINATION**

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

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.

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.

All property purchased with WIOA funds shall be returned to the State, if the contract is terminated, at the expense of the contractor.

**DD. 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.

**EE. 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.

**FF. PAYMENT**

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

Contractor will submit an invoice to State on no less than a monthly basis. Invoice shall be submitted for the current month by the last Monday of the following calendar month. State will render payment at a rate of 90% of the negotiated contract price for each fund source 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.

At the end of each calendar quarter, State will evaluate quarterly performance measures for each fund source. Performance will be evaluated on meeting the Key Performance Measures for Adult and Dislocated Workers and the Key Performance Measures for Youth as described in Sections IV-A-1 (One Stop Operator), IV-A-2 (Administrative Entity), IV-A-3 (Adult and Dislocated Worker), and IV-A-4 (Youth) of this proposal. If performance measures are met by the Contractor as solely determined by the State, State will remit payment for remaining 10% balance due as follows:

1. For the first three program year quarters, for each fund source that Contractor meets two out of the three required performance measures, State will remit payment to Contractor for the previously withheld 10% for each month in the most recently completed quarter.
2. For the fourth program year quarter, for each fund source that Contractor meets all three required performance measures for the entire program year, State will remit payment to Contractor for the previously withheld 10% for each month in the most recently completed program year that 100% payment had not yet been paid.
3. Under no circumstances will State pay more than 100% of the negotiated contract rate.
4. If Contractor fails to meet performance requirements, State is not responsible for payment of the outstanding 10%.

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.

**GG. 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. Contractor will submit an invoice to State on no less than a monthly basis. Invoice shall be submitted for the current month by the last Monday of the following calendar month and should be sent to Department of Labor, Employment & Training, 550 S. 16th St, Lincoln, NE 68509. 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.

**HH. RIGHT TO AUDIT**

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

Contractor must adhere to all general accounting principles (GAP) 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, and successors. 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, and successors.

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.

**II. 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.

**JJ. 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 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.

**KK. 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.

**LL. 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.

**MM. 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.

**NN. 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.

**OO. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING**

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

By submission of this proposal, the bidder certifies, that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone 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.

**PP. 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.

**QQ. PRICES**

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

This contract is federally funded through the Workforce Innovation and Opportunity Act. No additional funds are available to fund this contract.

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal and throughout the initial term of the contract and any renewals. If federal funding is

reduced at any time during this contract, the Parties can renegotiate all prices and costs. If an agreement on prices and costs cannot be reached then the Parties may terminate the contract as provided herein.

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.

**RR. 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.

**SS. 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.

**TT. 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, 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, 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.

**UU. 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 that contract comply with the changed standard at a cost mutually acceptable to the parties.

**VV. ANTITRUST**

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

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.

**WW. 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 these specifications in the event of a disaster.

**XX. TIME IS OF THE ESSENCE**

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

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.

**YY. 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.

**ZZ. DRUG POLICY**

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

Contractor certifies that 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.

**AAA. 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 newly hired 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>
2. The completed United States Attestation Form should be submitted with the Request for Proposal response.
3. 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.
4. 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.

**BBB. 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.

**CCC. 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 DESCRIPTION**

The Nebraska Department of Labor, on behalf of the Greater Nebraska Chief Elected Officials Board and Greater Nebraska Workforce Development Board, is soliciting competitive proposals to provide Workforce Innovation and Opportunity Act (WIOA) services in the Greater Nebraska local area. This RFP provides four options for bidding: Option 1: One-Stop Operator Services Provider, Option 2: Administrative Entity, Option 3: Adult and Dislocated Worker Services Providers, and Option 4: Youth Services Provider. Proposals will be accepted to act as a service provider for one of the WIOA services, for all of the WIOA services, or for a combination of two or more of the WIOA services outlined above. In order for a bidder to be considered for more than one option, a complete, separate proposal must be submitted for EACH option. A highest scoring bidder will be identified for each option (1, 2, 3, & 4). The state reserves the right to award any or all options at its sole discretion. Regardless of the service or combination of services, these services must cover the entire 88 county local area. The following defines the intent of this RFP:

The purpose of this RFP is to competitively bid and select service providers for the Greater Nebraska WIOA local area for the following options:

1. Option 1: One-Stop Operator
2. Option 2: Administrative Entity
3. Option 3: Adult & Dislocated Worker
4. Option 4: Youth

The Adult, Dislocated Worker, and Youth programs and One-Stop operator assist individuals with training and employment opportunities needed to complete school, and to gain sufficient occupational skills necessary to enter self-sufficient employment. The program will assist Adults, Dislocated Workers, and Youth in gaining the training and skills needed to excel in high-demand occupations in the Greater Nebraska Workforce Development Area. To adhere to the intent of WIOA, the Greater Nebraska Workforce Development Board (GNWDB), in coordination with the Chief Elected Officials Board (CEOB) is seeking to select an organization which demonstrates that it can provide a positive and measurable impact on Adult, Dislocated Worker, and Youth populations in the Greater Nebraska Workforce Development Area. This area consists of all 88 counties in Nebraska excluding Lancaster, Saunders, Douglas, Sarpy, and Washington. The Chief Elected Official is the Governor of Nebraska, and the Chief Elected Officials Board acts on behalf of the Governor to oversee the Greater Nebraska Workforce Development Board.

##### **1. SCOPE OF WORK FOR ONE-STOP OPERATOR (OPTION 1)**

WIOA provides for a One Stop System that coordinates employment and training services together as career services under core federal programs and required WIOA partner programs. The one-stop operator, on behalf of the local workforce development area, will act as a facilitator and organizer of these key WIOA programs to promote career pathways to employment, better solutions to employers, and a more comprehensive and complete one-stop system across the 88 county area. For the purpose of this solicitation, the one-stop system is the same as Nebraska's Workforce System.

The workforce system is designed to enhance access to services and improve long-term employment outcomes for individuals seeking assistance. The federal regulations define the system as consisting of one or more comprehensive, physical One-Stop center(s) in a local area that provide the core services specified in WIOA.

- a. Key Principles of One-Stop centers:
  - i. Streamlining Services
  - ii. Empowering Individuals
  - iii. Universal Access
  - iv. Increased Accountability
  - v. Strong Role for Local WIOA & Private Sector
  - vi. State and Local Flexibility
  - vii. Improved Youth Programs
- b. Objectives:
  - i. Universality
  - ii. Customer Choice
  - iii. Service Integration with WIOA One-Stop Partners
  - iv. Accountability
- c. Funding for the One-Stop operator will be up to a total of ten percent (10%) of the funds allocated annually to the Greater Nebraska local area with all funding coming from program funds. This includes ten percent (10%) from Adult program funds, ten percent (10%) from Dislocated Worker program funds, and ten percent (10%) from Youth funds. This will be calculated on a year-by-year basis. Based on the funding for Program Year 2016 (July 1, 2016 – June 30, 2017), the total amount of funding available to the one-stop operator will be up to approximately \$144,199.
- d. Key performance measures
  - i. Implementation of the common intake by One Stop partners.
  - ii. Implementation of strategies that integrate services of the One Stop partners.
  - iii. Implementation of measurable continuous improvement strategies

The required elements for the one-stop operator are listed below:

To be eligible to receive funds made available under the one-stop operator option an entity:

- a. Shall be designated as the one-stop operator through a competitive RFP process; and
- b. Shall be an entity of demonstrated effectiveness, located in the local area, which may include:
  - iv. An institution of higher education
  - v. An employment service state agency established under the Wagner-Peyser Act on behalf of the local office of the agency
  - vi. A community-based organization, nonprofit organization, or intermediary
  - vii. A private for-profit entity
  - viii. A government agency; and
  - ix. Another interested organization or entity which may include a local chamber of commerce or other business organization or a labor organization.

The selected one-stop operator will have the following duties:

- a. To design and coordinate the characteristics of a high quality workforce service delivery system as described in WIOA Section 121 (e) which includes the design of an integrated delivery of career services as described in Section 132 c (2) in WIOA and access to training services, employment and training activities, programs and activities carried out by one stop partners and information regarding job search, placement and labor exchange services authorized under Wagner- Peyser, all as provided under the Workforce Innovation and Opportunity Act.
- b. Design, lead, and continuously assess a business services strategy and best practices policy to support and provide excellent customer service to area employers in the workforce delivery system.
- c. Design and lead strategies to organize and integrate American Job Center services, collocated staff and resources in the most effective way to assist customers, ensure access of services to all, and incorporate both virtual and center based service delivery.
- d. Implement a common intake process in the one stop delivery system required by the federal government.
- e. Assess the physical and programmatic accessibility of the workforce delivery system to special needs populations and individuals with disabilities in accordance with WIOA and develop strategies to identify and enhance the delivery system to such individuals.
- f. Assess and develop strategies to improve the effectiveness and continuous improvement of the workforce delivery system to all customers, including job-seekers and employers.
- g. Assist in achieving any standards provided by WIOA, the State or the local board relating to service coordination by the workforce delivery system and performance levels of WIOA partners.
- h. Provide ongoing assessments on how the American Job Center and workforce delivery system can support and improve the achievement of the negotiated levels of performance under Section 116 and other performance levels that apply to core programs.
- i. Develop local tools of measurement to evaluate service coordination achieved by the workforce delivery system that responds to local labor market conditions and employer needs.
- j. Provide leadership in developing successful methods and strategies and agreements for sharing the costs of infrastructure and resources in the workforce delivery system among WIOA partners.
- k. Develop a career services planning policy, workforce delivery policy, and any other required policies in accordance with state guidance and requirements.
- l. Present reports to the Greater Nebraska Chief Elected Officials Board, Greater Nebraska Local Board, and any of its subcommittees at meetings regarding services, finances, activities and outcomes of the workforce delivery system and at the American Job Center and any designated affiliate sites. Attend all meetings at the request of the GNWDB, CEOB, and NDOL.
- m. The Awarded Vendor will be required to have a physical presence at a certified American Job Center for the Greater Nebraska Local Area.
- n. Initiate and coordinate initiatives promoting WIOA target populations.
- o. Participate in regional planning activities, representing the Greater Nebraska Workforce System.

## 2. SCOPE OF WORK FOR ADMINISTRATIVE ENTITY (OPTION 2)

The required elements for the Administrative Entity are listed below:

The Administrative Entity acts in four capacities, (1) as the Fiscal Agent, (2) as the local board support, (3) monitoring and staff training, and (4) as the responsible party for the local area and regional plans.

### a. WIOA Fiscal Agent

- i. A "WIOA Fiscal Agent" is an entity designated by the chief elected official in accordance with Section 107(d)(12)(B)(i)(II) of WIOA to assist in the administration of WIOA grant funds under the direction of the local workforce development board. The WIOA fiscal agent shall receive

and manage all formula WIOA funds for the area and other federal, state, or local funds awarded to the local workforce area.

- ii. The WIOA fiscal agent is responsible for the receipt, disbursement, accounting and reporting of all funds related to WIOA program operations including collection and disposition of program income generated by WIOA program activities pursuant to federal regulations.
- iii. WIOA fiscal agent shall maintain systems of internal control over cash to ensure compliance with rules and regulations set forth by law.
- iv. WIOA fiscal agent shall ensure processes are in place to approve and draw request from the Request and Reporting System (RRS) no more than weekly and no less than monthly.
- v. WIOA fiscal agent shall ensure processes are in place to amend budgets if necessary and shall communicate amendments to local sub-areas.
- vi. WIOA fiscal agent must adhere to all general accounting principles (GAP).
- vii. WIOA fiscal agent will document and maintain participant obligations and expenses for all WIOA fund sources through the RRS.
- viii. The WIOA local area shall establish a written reconciliation process which includes reconciling expenditures, receipts, accruals and obligations between sub-areas and the fiscal agent.
- ix. The WIOA local areas are required to complete the reconciliation process each quarter.
- x. The WIOA local area shall review and update, if necessary, their reconciliation process on an annual basis.
- xi. The WIOA fiscal agent shall review web reports and make adjustments and/or corrections prior to the final approval of the financial data for the last month of the quarter. The WIOA fiscal agent has access to system reporting throughout the quarter and can make ongoing adjustments/corrections as necessary.
- xii. WIOA fiscal agent will utilize NDOL's Request and Reporting System (RRS).
- xiii. WIOA fiscal agent must have established an Indirect Cost Rate approved by a federal cognizant agency in order to claim and charge for indirect costs.

**b. WIOA Board Support**

The administrative entity is responsible for board support, in the form of planning, organizing, and carrying out local area board meetings, committee meetings, and Chief Elected Officials Board meetings. The role of board support will also include making presentations regarding administrative and fiscal agent responsibilities as such meetings, facilitating reimbursements for hotels and travel of participating board members, and securing necessary facilities for holding the meetings. Additionally, the contractor is responsible for creating meeting agendas in coordination with program partners, complying with the Nebraska Open Meetings Act, and timely posting all board meeting materials online in an accessible format.

**c. Monitoring & Staff Training**

- i. The administrative entity is responsible for overseeing and monitoring the WIOA fiscal activities of their subrecipients and contractors.
- ii. The administrative entity shall ensure expenditures are allocated against the appropriate cost categories and within cost limitations as specified in the WIOA plan, state and federal statutes and regulations.
- iii. The administrative entity shall communicate, in writing, all fiscal related audit findings including any appropriate corrective action steps necessary for compliance.
- iv. The administrative entity shall provide technical assistance to program staff regarding financial issues. The local area shall maintain documentation in accordance with the records retention requirements pursuant to state and federal law.
- v. The administrative entity will train and advise other staff in planning/implementation, policies, and guidelines to improve performance. Confers with staff and representatives of State, local, and federal agencies and community organizations to exchange information pertinent to program operations. Promotes Greater Nebraska programs to various groups enabling good public relations and awareness of available services.

**d. WIOA Local Area, Regional Plan Submission, and Modifications**

The Administrative entity will be responsible for the organization and submittal of a four (4) year local area plan and regional plan. This includes leading the coordination of all efforts needed to comply with regional and local area plan requirements instated by state and federal government. The Administrative entity will be responsible for on-going modifications and revisions of the regional and local area plans.

**Program Design**

- i. Program design must conform to WIOA and meet the requirements of WIOA and state policy and must provide for an objective assessment of the academic and occupational skill levels

and service needs of each participant for the purpose of identifying appropriate services and career pathways for participants and for developing an individual service strategy.

- ii. The individual service strategy must provide appropriate career pathways that include education and employment goals, objectives and services. The program design must provide activities leading to attainment of a secondary school diploma or its equivalent, preparation for postsecondary educational and training opportunities and consideration of career planning.
- iii. Written documentation of case management is a requirement, must be provided including follow up services and must meet all federal and state laws, rules and regulations and policy standards.

#### **Funding**

The Administrative Entity will receive seven (7%) of the annual allocation from each of the three (3) Title 1 programs. Based on the funding for Program Year 2016 (July 1, 2016 – June 30, 2017), the total amount of funding available to the Administrative Entity will be up to approximately \$112,155.

#### **Key Performance Measures**

- i. Accurately and timely submit all financial forms and reports
- ii. Complete local and regional plans as prescribed by WIOA and State Policy
- iii. Provide support for the local Workforce Development Board adhering to WIOA regulations and Open Meeting Law rules

### **3. SCOPE OF WORK FOR ADULT AND DISLOCATED WORKER (OPTION 3)**

The Adult and Dislocated Worker programs assist individuals with training and employment opportunities needed to gain sufficient occupational skills necessary to enter self-sufficient employment.

Adult and Dislocated Worker Program staff must be located in the designated American Job Center(s) and certified affiliate sites.

The required elements for adult and dislocated worker service providers are listed below:

#### **Career Services**

- a. Determinations of whether the individuals are eligible to receive assistance;
- b. Outreach, intake (which may include worker profiling), and orientation to the information and other services available through the one-stop delivery system;
- c. Initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs;
- d. Labor exchange services, including—
  - i. Job search and placement assistance and, in appropriate cases, career counseling, including—
    - a) Provision of information on in-demand industry sectors and occupations; and
    - b) Provision of information on nontraditional employment and
  - ii. Appropriate recruitment and other business services on behalf of employers, including small employers, in the local area, which services may include services described in this subsection, such as providing information and referral to specialized business services not traditionally offered through the one-stop delivery system;
- e. Provision of referrals to and coordination of activities with other programs and services, including programs and services within the one-stop delivery system and, in appropriate cases, other workforce development programs;
- f. Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including—
  - i. Job vacancy listings in such labor market areas;
  - ii. Information on job skills necessary to obtain jobs and
  - iii. Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for such occupations; and
- g. Provision of information, in formats that are usable by and understandable to one-stop customers, regarding how the local area is performing on the local performance accountability measures and any additional performance information with respect to the one-stop delivery system in the local area;
- h. Provision of information, in formats that are usable by and understandable to one-stop center customers, relating to the availability of supportive services or assistance, including:
  - i. Childcare, child support, medical or child health assistance under Title XIX or XXI of the Social Security Act (42 U.S.C. 1396 et seq. and 1397aa et seq.);
  - ii. Benefits under the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.);

- iii. Assistance through the earned income tax credit under Section 32 of the Internal Revenue Code of 1986
- iv. Assistance under a State program for temporary assistance for needy families funded under part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.); and
- v. Other supportive services and transportation provided through funds made available under such part, available in the local area;
- i. Provision of information and assistance regarding filing claims for unemployment compensation;
- j. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs that are not funded under WIOA;
- k. Services, if determined to be appropriate in order for an individual to obtain or retain employment, that consist of—
  - i. Comprehensive and specialized assessments of the skill levels and service needs, which may include:
    - ii. Diagnostic testing and use of other assessment tools; and
      - a) In-depth interview and evaluation to identify employment barriers and appropriate employment goals;
      - b) Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals;
    - iii. Group counseling;
    - iv. Individual counseling;
    - v. Career planning
    - vi. Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct;
    - vii. Internships and work experiences that are linked to careers;
    - viii. Workforce preparation activities;
    - ix. Financial literacy services
    - x. Out-of-area job search assistance and relocation assistance; or
    - xi. English language acquisition and integrated education and training programs; and
  - l. Follow-up services, including counseling regarding the workplace, for participants in workforce investment activities who are placed in unsubsidized employment, for not less than twelve (12) months after the first day of employment, as appropriate.

### **Training Services**

There are specific eligibility requirements to receive training services. See Adult and Dislocated Worker Eligibility, for more details. WIOA requires that the following services are provided:

- a. Occupational skills training, including training for nontraditional employment;
- b. On-the-job training;
- c. Incumbent worker training;
- d. Programs that combine workplace training with related instruction , which may include cooperative education programs;
- e. Training programs operated by the private sector;
- f. Skill upgrading and retraining;
- g. Entrepreneurial training;
- h. Transitional jobs;
- i. Job readiness training provided in combination with the other services in this list;
- j. Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with any of the other services in this list; and
- k. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

### **Supportive Services**

Funds may be used to provide supportive services to adults/DLW's who:

- a. Are participating in programs with career or training activities; and
- b. Are unable to obtain such supportive services through other programs providing such services

### **Adult Eligibility and Enrollment Criteria**

Recruitment of adult participants shall be focused on the populations identified in WIOA section 134(c)(2)(A)(xii) which includes:

**Low Income Participants** defined in WIOA section 3(36) as one who:

- a. Receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past six months has received, assistance through the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7 U.S.C 2011 et seq.), the program of block

grants to States for temporary assistance for needy families program under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), or the supplemental security income established under title XVI of the Social Security Act (42 U.S.C. 1381 et seq.) or State or local income-based public assistance;

- b. Is in a family with total family income that does not exceed the higher of:
  - xii. The poverty line; or
  - xiii. Seventy percent of the lower living standard income level
- c. Is a homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6))), or a homeless child or youth (as defined under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C 11434a(2)));
- d. Receives or is eligible to receive a free or reduced price lunch under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.);
- e. Is a foster child on behalf of whom state or local government payments are made; or
- f. Is an individual with a disability whose income meets the income requirement of (2), but who is a member of a family whose income does not meet this requirement.

The full Policy on Eligibility for Adult Programs can be found at:

<https://dol.nebraska.gov/webdocs/Resources/WIOA/Policies/Interim%20Policy%20on%20Eligibility%20For%20Adult%20Programs%20-%20Final.pdf>

#### **Dislocated Worker Eligibility and Enrollment Criteria**

Recruitment of dislocated worker participants shall be focused on eligible participants. WIOA defines "dislocated worker", for the purposes of qualifying for services, as an individual who meets one of the following five parts:

- a. Part 1
  - i. Has been terminated or laid off, or who has received a notice of termination or layoff from employment;
    - a) Is eligible for or has exhausted unemployment compensation; or
    - b) Has been employed for a duration sufficient to demonstrate attachment to the workforce but is not eligible for unemployment; and
  - ii. Is unlikely to return to a previous industry or occupation.
- b. Part 2
  - i. Has been terminated or laid off;
  - ii. Is employed at a facility that has made a general announcement that such facility will close within 180 days; or
  - iii. For purposes of services under 134(c)(3) or 134©(2)(A)(xii) or supportive services, is employed at a facility at which the employer has made a general announcement such facility will close.
- c. Part 3
  - i. Was previously self-employed but its unemployed as a result of general economic conditions.
- d. Part 4
  - i. Is a displaced homemaker.
- e. Part 5
  - i. Is the spouse of a member of the Armed Forces on active duty and who experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty state of such member; or
  - ii. Is the spouse of a member of the Armed Forces on active duty and is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

The full Policy on Eligibility for Dislocated Workers can be found at:

<https://dol.nebraska.gov/webdocs/Resources/WIOA/Policies/Interim%20Policy%20on%20Eligibility%20for%20Dislocated%20Workers.pdf>

### **Key Performance Measures for Adult and Dislocated Worker**

- a. Contractor must meet 100% aggregate score for each established PY performance measure for the period July 1 to June 30.
- b. Contractor must expend or obligate no less than 80% of the total PY Greater NE funds for the period July 1 to June 30. Of the 80% expenditure or obligation, no less than 50% of that expenditure must have been for direct client training services.
- c. Contractor must meet 90% of enrollment goals for the period July 1 to June 30.

### **Funding**

Funding for the Adult and Dislocated Worker Programs is allocated twice each year, and covers a base period (July 1 to September 30th) and an advance period (October 1 to June 30th). Based on the funding for Program Year 2016 (July 1 2016- June 30, 2017), the total amount of funding available to the Adult and Dislocated Worker Programs will be up to approximately \$925,322.94.

## **4. SCOPE OF WORK FOR YOUTH SERVICE PROVIDER (OPTION 4)**

The required elements for the youth service provider are listed below:

Recruitment of youth participants shall be focused on in-school (14-21 years old) and out-of-school youth (16-24 years old). The Greater Nebraska Workforce Development Board has established priority to at-risk youth. The Greater Nebraska Workforce Development Board eligibility criteria state that at least 95% percent of youth enrolled in services must be recipients of public assistance or meet low income standards as established by the state and face at least one of the following barriers:

- a. Basic skills deficient
- b. English language learner
- c. Homeless, runaway, or in foster care or has aged out of the foster care system
- d. Pregnant or parenting
- e. An offender
- f. A youth who is an individual with a disability
- g. Requires additional assistance to complete an educational program or to secure and hold employment

WIOA allows a low-income exception. Five percent (5%) of participants do not need to be low-income for eligibility purposes. However, participants must meet all other eligibility criteria for WIOA youth to be enrolled. A program must calculate the five percent (5%) based on the percent of all youth served by the program in the local area's WIOA youth program in a given year.

WIOA requires that at least 75% of youth funds be expended on out-of-school youth.

Youth Program staff must be located in the designated American Job Center(s) and certified affiliate sites.

### **Services**

There are 14 required youth program elements which local youth programs must make *available* to all eligible youth participants, throughout the entire age range of 14-24. The 14 required youth program elements are:

- a. Tutoring, study skills training, and instruction, and evidence-based dropout preventions and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential;
- b. Alternative secondary school services, or dropout recovery services, as appropriate;
- c. Paid and unpaid work experiences that have as a component academic and occupational education, which may include:
  - i. Summer employment opportunities and other employment opportunities available throughout the school year;
  - ii. Pre-apprenticeship programs;
  - iii. Internships and job shadowing; and
  - iv. On-the-job training opportunities;

### **20% Spending Requirement**

At least 20% of the total youth funds must be spent on paid and unpaid work experiences that have an academic and occupational education component.

- d. Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations

- in the local area involved, if the local board determines that the programs meet the quality criteria established by the Governor in the State plan;
- e. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
  - f. Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate;
  - g. Supportive services for youth, as defined in WIOA section 101(59), means services that are necessary to enable an individual to participate in WIOA programs and may include the following:
    - i. assistance with transportation costs;
    - ii. assistance with child care and dependent care costs;
    - iii. assistance with housing costs; and
    - iv. assistance with needs-related payments;
  - h. Adult mentoring for a minimum duration of 12 months that may occur both during and after program participation;
  - i. Follow-up services for a minimum duration of 12 months after the completion of participation, as appropriate;
  - j. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate;
  - k. Financial literacy education;
  - l. Entrepreneurial skills training;
  - m. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as
    - i. career awareness;
    - ii. career counseling;
    - iii. career exploration services; and
  - n. Activities that help youth prepare for and transition to postsecondary education and training.

#### Eligibility Criteria

Individuals who apply to participate in the youth program under WIOA shall meet the following criteria as described in WIOA sections 101(18) and 129(a):

#### Is an In-School Youth or an Out-of-School Youth;

- a. To qualify as an **In-School Youth**, the individual must be:
  - i. Attending school (as defined by State law);
  - ii. Not younger than 14 or older than 21 per Nebraska law;
  - iii. A low-income individual; and

**Low Income Individual** – WIOA section 101(36) defines a "low income individual" as one who:

- a) Receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received, assistance through the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.), the program of block grants to States for temporary assistance for needy families program under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), or the supplemental security income established under title XVI of the Social Security Act (42 U.S.C. 1381 et seq.) or State or local income-based public assistance;
- b) Is in a family with total family income that does not exceed the higher of:
- c) The poverty line, for an equivalent period; or
- d) Seventy percent of the lower living standard income level, for an equivalent period.
- e) Is a homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6))), or a homeless child or youth (as defined under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)));
- f) Receives or is eligible to receive a free or reduced price lunch under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.);
- g) Is a foster child on behalf of whom state or local government payments are made; or
- h) Is an individual with a disability whose income meets the income requirement of (2), but who is a member of a family whose income does not meet this requirement.
- i) Youth living in a high poverty area.

- iv. One or more of the following:

- a) Basic skills deficient, WIOA section 101(5) defines “basic skills deficient” as an individual:
  - 1). Who is a youth, that the individual has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test; or
  - 2). Who is a youth or adult that the individual is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual’s family, or in society.
- b) An English language learner.
- c) An offender.
- d) A homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6))), a homeless child or youth (as defined in section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))), a runaway, in foster care or has aged out of the foster care system, otherwise eligible for assistance under section 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement.
- e) Pregnant or parenting.
- f) A youth who is an individual with a disability.
- g) An individual who requires additional assistance to complete an educational program or to secure or hold employment.

**Requires Additional Assistance to Complete an Educational Program or to Secure and Hold Employment** – Definitions and eligibility documentation requirements regarding the “requires additional assistance to complete an educational program or to secure and hold employment” criterion shall be established at the local level. The policy must be included in the local plan.

- b. To qualify as an **Out-of-School Youth**, the individual must be:
  - i. Not attending any school (as defined by State law);
  - ii. Is no younger than 16 or older than 24; AND
  - iii. One or more of the following:
    - a) A school dropout.  
**School Dropout** – WIOA section 101(54) defines “school dropout” as an individual who is
      - 1). No longer attending any school; and
      - 2). Who has not received a secondary school diploma or its recognized equivalent.
    - b) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter.
    - c) A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is basic skills deficient. WIOA section 101(5) defines “basic skills deficient” as an individual:
      - 1). Who is a youth, that the individual has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test; or
      - 2). Who is a youth or adult that the individual is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual’s family, or in society.
      - 3). An English language learner.
    - d) An individual who is subject to the juvenile or adult justice system.
    - e) A homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6))), a homeless child or youth (as defined in section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))), a runaway, in foster care or has aged out of the foster care system, otherwise eligible for assistance under section 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement.
    - f) An individual who is pregnant or parenting.
    - g) A youth who is an individual with a disability.
    - h) A low-income individual who requires additional assistance to enter or complete an education program or to secure or hold employment.

The full Policy on Eligibility for Youth Programs can be found at:

<https://dol.nebraska.gov/webdocs/Resources/WIOA/Policies/Interim%20Policy%20on%20Eligibility%20for%20Youth%20Programs.pdf>

- a. Contractor must meet 100% aggregate score for each established PY performance measure for the period July 1 to June 30.
- b. Contractor must expend or obligate no less than 80% of the total PY Greater NE funds for the period July 1 to June 30. Of the 80% expenditure or obligation, no less than 50% of that expenditure must have been for direct client training services.
- c. Contractor must meet 90% of enrollment goals for the period July 1 to June 30.

**Funding**

Program funding for the Youth program is allocated to the local area one time per year and covers the entire Program Year (July 1 to June 30th). Based on the funding for Program Year 2016 (July 1, 2016 - June 30, 2017), the total amount of funding available to the Youth Program will be up to approximately \$372,470.

The full Workforce Innovation and Opportunity Act can be found at:

<https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf>

Workforce Innovation and Opportunity Act; Notice of Proposed Rulemaking:

<https://s3.amazonaws.com/public-inspection.federalregister.gov/2015-05530.pdf>

**B. PROJECT ENVIRONMENT**

The Governor of Nebraska is the grant recipient of the Workforce Innovation and Opportunity Act (WIOA) funds for the Greater Nebraska Workforce Development Area, and has appointed a Chief Elected Officials Board (CEOB) to act as the CEO for the Greater Nebraska Workforce Development Area. The CEOB appoints members to the Greater Nebraska Workforce Development Board (GNWDB). The GNWDB membership is composed of representatives from the business sector, economic development, Vocational Rehabilitation, Workforce Representatives, Adult Education/Literacy Representatives, and the Wagner-Peyser Act. The GNWDB in coordination with the CEOB, has overall administrative and operational responsibility to ensure the WIOA system is managed in an efficient and cost-effective manner. The GNWDB responsibilities include: program performance standards, coordinating workforce development activities with economic development strategies, developing employer linkages, program oversight, etc.

The Greater Nebraska Workforce Development Area consists of an 88 county area within Nebraska. This local area supports and funds employment and training services and connects job seekers with employers through strategic partnerships including educational institutions, businesses, labor representatives, economic development, and other organizations. Program customers include Adults, Dislocated Workers (including incumbent workers), and Youth populations.

For planning purposes, funding for this contract will be provided by the Workforce Innovation and Opportunity Act, which is a US Department of Labor, federally funded piece of legislature. Funding allocations fluctuates from year to year, so contractual amounts will differ from year to year. The contract will be modified to increase or decrease funding as needed to reflect funds received during the contract period. Program funding for the Youth program is allocated one time per year and covers the entire Program Year (July 1 to June 30th). Funding for the Adult and Dislocated Worker Programs is allocated twice each year, and covers a Base period (July 1 to September 30th) and an Advance period (October 1 to June 30th). Of the funding allocated to the Greater Nebraska local area, a maximum of seven percent (7%) of the funding can be used for administrative activities, while a minimum ninety percent (90%) of funding must be used on program activities. Three percent (3%) will be reserved for contract management and oversight by the Nebraska Department of Labor. Funding for the One-Stop operator will be up to a total of ten percent (10%) of the funds allocated to the Greater Nebraska local area with all funding coming from program funds. This includes ten percent (10%) from Adult program funds, ten percent (10%) from Dislocated Worker program funds, and ten percent (10%) from Youth funds. The Greater Nebraska local area was allocated the following amount of funds for Program Year 2016 (July 1, 2016 to June 30, 2017):

	PY16 Funding	FY17 Funding	Total Funding	Admin. Funds (7% from total funding)	Program Funds (90% from total funding)	One-Stop Operator (10% from program funds)	Available Program Funds (program funds minus one-stop operator)
<b>Adult &amp; DLW (Option 3)</b>	\$167,251	\$975,123	\$1,142,374	\$79,966	\$1,028,137	\$102,813.66	<b>\$925,322.94</b>
<b>Youth (Option 4)</b>	\$459,840		\$459,840	\$32,189	\$413,856	\$41,385.60	<b>\$372,470.40</b>
<b>Administrative Entity (Option 2)</b>				<b>\$112,155</b>			
<b>One-Stop Operator (Option 1)</b>						<b>\$144,199.26</b>	

The Greater Nebraska Development Area served the following number of individuals within each program.

Program	PY14 (July 1, 2014 – June 30, 2015)	PY15 (July 1, 2015 – June 30, 2016)
Adult	409	392
Dislocated Workers	322	414
Youth	200	158

Below is the actual operating cost for the Nebraska Department of Labor:

Program	PY15 (July 1, 2015 – June 30, 2016)
One- Stop Operator (Option 1)	Not Available
Administrative Entity (Option 2)	\$180,687.53
Adult & Dislocated Worker (Option 3)	\$669,532.95
Youth (Option 4)	\$451,292.83
Total	\$1,301,513.31

**C. PROJECT REQUIREMENTS**

The State is seeking to transition responsibility for the provision of services prior to July 1, 2017. Bidders should indicate the date upon which the Bidder can assume responsibility for contract performance prior to July 1, 2017. The initial term of the contract will run from the commencement of contract performance to June 30, 2017. The contract may renew for up to four (4) additional one year terms at the discretion of the GNWDB, with the consent of the CEOB, and upon mutual agreement of the Parties.

The anticipated contractual agreement(s) resulting from this request for proposal is anticipated to have a “contract transition” period of a minimum two (2) months and maximum six (6) months beginning January 1, 2017 through June 30, 2017. Full service delivery of the WIOA services contracted for commences on July 1, 2017 and ends on June 30, 2018, with three one-year renewal options. The agreement will contain an annual review and renewal clause that may be exercised at the discretion of the GNWDB, NDOL, and consent of the CEOB and mutually agreed upon by all parties. At the discretion of the GNWDB, NDOL, and the CEOB, after successful completion of a one year contractual period, including meeting all participation requirements, three one year renewals may be approved. In order for the GNWDB to exercise the renewal, the contractor must meet the local performance standards established by the State of Nebraska, adhere to the required expenditure rates, meet participant enrollment goals, and administer WIOA funds in an effective and cost efficient manner. However, the GNWDB, NDOL, and CEOB are not bound to exercise the renewal solely on the criteria outlined above.

The GNWDB, NDOL, and CEOB will consider proposals from both the non-profit sector and the private for-profit sector.

The successful bidder(s) will be required to follow all state and federal requirements set forth in WIOA legislation, regulations, policies, and issuances. The successful bidder(s) will be responsible for all aspects of financial management, performance attainments, record retention, and tracking for both in-house services and services provided by consortium partners or vendors, if applicable.

Bidder(s) must demonstrate current and future service delivery capabilities to provide effective services to WIOA participants in the Greater Nebraska Workforce Development Area. The successful bidder will be required to comply fully with the Greater Nebraska Workforce Development Local Plan and State WIOA Policies which can be found at the following links, respectively.

GN Local Plan:

<http://dol.nebraska.gov/EmploymentAndTraining/WIA/LocalWorkforceInvestmentAreas?sideMenu=JobSeekerResources>

State WIOA Policies:

<http://dol.nebraska.gov/EmploymentAndTraining/WIOA/Policies?sideMenu=JobSeekerResources>

**D. BUSINESS REQUIREMENTS**

**Required Proposal Elements for all Proposals (Options 1, 2, 3, & 4)**

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

Regardless of which service component the bidder bids on, the following elements, number 1-27, should be addressed in detail. Additionally, there are specific elements that need to be completed for each of the service components (see specific sections).

**BIDDERS SHOULD RESPOND TO THE FOLLOWING BY DEMONSTRATING:**

**Corporate Overview**  
Financial Strength

<b>1. Describe organizations administrative and financial management capabilities.</b>
Response:

<b>2. Describe bidder's experience with cost reimbursement and pay for performance contracts.</b>
Response:

<b>3. Level of capacity contributed by the bidder's major funding sources.</b>
Response:

<b>4. Describe how costs are accounted for in the budget and explain why the funds are needed/critical to the program.</b>
Response:

<b>5. Describe how the budget focuses funds on areas that align with program goals.</b>
Response:

Bidders Corporate Experience

<b>6. List current or past relevant contracts the bidder has been awarded, include who the contract is/was with and dollar amount of contract.</b>
Response:

<b>7. Extent to which bidder (including job descriptions and resumes) has the qualifications necessary to administer the program and personnel possess the needed qualifications.</b>
Response:

**8. List current number of administrative and service staff in Nebraska.**

Response:

**9. List experience in administering federal grants.**

Response:

**Technical Approach**

Understanding of the Project Requirements Including Performance Requirements

**10. Describe understanding of automated management systems and their connection to performance standards and accountability.**

Response:

**11. Describe bidder's plan for delivering required elements.**

Response:

Proposed Development Approach

**12. Organization's mission/ vision aligns with the goals and strategies outline in Nebraska's WIOA Combined State Plan.**

Response:

**13. How proposed program design aligns with the economy and workforce needs of the Greater Nebraska Local Workforce Development Area.**

Response:

**14. Describe how the program design incorporates the System Coordination Committee's goals and requirements (targeting individuals living in areas of high poverty and high unemployment; applying strategies to address poverty, underemployment/unemployment, low educational attainment and high secondary dropout rates; linking training services to in-demand industry sector/H3 occupations; accommodating Individual Training Account provision; ensuring the direct:indirect spending ratio, ensuring completion within 36 months).**

Response:

**15. Describe how strategies ensure achievement of federal and state performance standards and local objectives.**

Response:

**16. Describe how services to be provided align with RFP program goals.**

Response:

#### Technical Requirements

**17. Provide a statement of assurance that the bidder will comply with the requirements of mandatory auditing and other review processes established by the Greater Nebraska Workforce Development Board, Nebraska Department of Labor, and US Department of Labor.**

Response:

#### Detailed Management & Work Plan

**18. Address how staff turnover and training will be acknowledged.**

Response:

**19. Provide wage ranges and incentives for each position that will be funded under this program.**

Response:

**20. Outline qualifications of the organization's key program management and financial staff and to what extent they will be involved with this project.**

Response:

**21. Describe bidder's ability to support the work this contract poses, in view of additional work the bidder has already been awarded.**

Response:

Deliverables and Due Dates

**22. Describe how bidder will evaluate the effectiveness of their program.**

Response:

**23. Provide an implementation timeline.**

Response:

**24. Describe how bidder will provide an orderly transition of services.**

Response:

**25. Describe evaluation plan including benchmarks, data collection points, proposed analyses, and persons/positions accountable for the performance measures.**

Response:

Reports

**26. Describe capacity to measure and track federal and state performance standards and local objectives.**

Response:

**27. Provide assurances that data will be tracked and reported, and that files will be maintained securely in accordance with WIOA requirements.**

Response:

**Additional Required Proposal Elements for the One-Stop Operator (Option 1)**

Bidders should provide a detailed description for each of the elements listed below:

**28. Describe how proposed assessment instruments represent primary objectives, support program, and systems delivery activities.**

Response:

**29. Describe bidder's philosophy, approach, and implementation plan for creating a system of workforce services that exhibits a knowledge/experience of the role and responsibilities of the one-stop operator.**

Response:

**30. How processes for assessment and referral, address accuracy and ensuring customers do not "fall through the cracks".**

Response:

**31. Describe plan for doing workforce system orientation for customers.**

Response:

**32. Describe sites and service delivery model to meet the needs of the target population.**

Response:

**33. Describe the marketing and public relations implementation plan.**

Response:

**34. Describe the service integration and coordination plan for delivering service among WIOA one-stop partners.**

Response:

**35. Describe the implementation plan for workshops and events.**

Response:

**36. Demonstrate how the bidder can accommodate the upfront investment needed to implement the responsibilities of the one-stop provider.**

Response:

**37. Describe plan for recruiting businesses and coordinating services with existing providers in the 88 county area.**

Response:

**38. Describe plan to create sector strategies.**

Response:

**39. Describe how support will be provided to WIOA service providers and all co-located partners in attaining their performance and system building goals.**

Response:

**40. Describe bidder's continuous improvement plan including feedback collection, and evaluation, as well as processes to address partners' concerns and service gaps for both the job seeker and employer.**

Response:

**Additional Required Proposal Elements for the Administrative Entity (Option 2)**

Bidders should provide a detailed description for each of the elements listed below:

**41. Capacity to act as the WIOA fiscal agent.**

Response:

**42. Capacity to provide local board support.**

Response:

**43. Capacity to organize local and regional plans, as well as modifications.**

Response:

**44. Addresses local processes and operations manual.**

Response:

**Additional Required Proposal Elements for Adult/DLW (Option 3), and/or Youth Service Providers (Option 4)**

Bidders should provide a detailed description for each of the elements listed below:

**45. Describe bidder's plans for recruiting businesses and coordinating services with existing providers in the community exhibit.**

Response:

**46. Describe how the program design links the required Individual Employment Plans to assessment of needs/abilities and referrals to work, education or training.**

Response:

**47. Describe bidder's experience with developing/reviewing/updating Individual Employment Plans, providing referrals for training for in-demand occupations, and preserving customer choice while still meeting employer demand.**

Response:

**48. Plans for counseling and encouraging participants to maximize their potential.**

Response:

**49. The philosophy, approach and implementation plan for outreach, recruitment, and eligibility determination.**

Response:

**50. Describe the sites and service delivery mode.**

Response:

**51. Proposed quarterly participant service numbers and annual goals for total enrolled.**

Response:

**52. Proposed quarterly participant service numbers and annual goals for total active.**

Response:

<b>53. Proposed quarterly participant service numbers and annual goal for total exiters.</b>
Response:

<b>54. Proposed quarterly participant service numbers for exited with/without positive outcomes.</b>
Response:

<b>55. Standards used to assist in determining when a client has accomplished their goals and/or when WIOA is no longer needed/appropriate.</b>
Response:

<b>56. Describe how bidder will manage performance outcomes impacted by individuals who have already exited the program.</b>
Response:

<b>57. How and when assessments will be administered.</b>
Response:

**E. TECHNICAL REQUIREMENTS**

**Executive Summary**

The Executive Summary shall condense and highlight the contents of the service design being proposed by the bidder in such a way as to provide the Evaluation Committee with a broad understanding of the contractor's Technical Proposal. Bidders must present their understanding of the population to be served, the objectives and intended results of the workforce system, and the scope of the work. Bidders shall summarize how their Technical Proposal meets the requirements of the Request for Proposal, and why they are best qualified to perform the work required herein.

**F. DELIVERABLES (REQUIRED)**

1. Design and implement WIOA services across the 88 county local area by meeting or exceeding the established enrollment, performance, and expenditure goals.

## 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.

Important: This RFP provides four options for bidding:

- a. Option 1: One-Stop Operator
- b. Option 2: Administrative Entity
- c. Option 3: Adult & Dislocated Worker
- d. Option 4: Youth

**Bidders may bid on any one or all options. In order for a bidder to be considered for more than one option, a complete, separate proposal must be submitted for EACH option. Each proposal submitted must clearly identify which option is being bid.**

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.

##### 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.

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

**d. OFFICE LOCATION**

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

**e. RELATIONSHIPS WITH THE STATE**

The bidder shall describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

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

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

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

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other party's name, address and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

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

**h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

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

The bidder must address the following:

Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions must include:

- i. The time period of the project;
- ii. The scheduled and actual completion dates;
- iii. The Contractor's responsibilities;
- iv. 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
- v. Each project description shall identify whether the work was performed as the prime Contractor. 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.

**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 key 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 key 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**

The Nebraska Department of Labor will not accept any subcontractors.

**k. TECHNICAL REQUIREMENTS**

The technical requirement section of the Technical Proposal should consist of the following subsections

- i. Explanation of the bidder's understanding and ability to meet or exceed project performance requirements.
- ii. Detailed design, development and coordination plan to achieve required elements and meet business requirements, including a detailed description of how services will be provided to individuals throughout the Greater Nebraska Local Area. This should include both physical locations where services will be provided and means for providing virtual services to individuals.
- iii. Detailed Scope of Work Plan
- iv. Staffing Summary
- v. Participant and Exit Goals
- vi. Signed Statement of Assurances – Attachment A
- vii. Financial Information – must be completed on Cost Sheets provided – Attachments B, C, D & E

**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 the RFP from the Technical Proposal section.

The component costs are adjusted annually, based upon program year funding, proposals 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 price, based upon PY16 funding amounts, 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.

**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**

Contracts awarded under this RFP will be on a cost reimbursement basis in a performance based formula. The payment schedule will be reviewed annually with the bidder and adjusted based upon program year allotments. Invoices for Adult, Dislocated Worker, and Youth programs must be submitted via the Request and Reporting System (RRS) by the Contractor no more than weekly and no less than monthly upon the completion and acceptance of related deliverables. RRS is an on-line system for processing payments and maintaining expenditures. One-Stop Operator and the Administrative Entity will submit a detailed invoice monthly. No invoice will be approved unless the associated deliverables have been approved.

**Form A**

**Bidder Contact Sheet**

**Request for Proposal Number 5429 Z1**

The Bidder Contact Sheet 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. 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.

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

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

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

**Form B**

**Notification of Intent to Attend Pre-Proposal Conference**

**Request for Proposal Number 5429 Z1**

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

The "Notification of Intent to Attend Pre-Proposal Conference" form should be submitted to the Nebraska Department of Labor via e-mail [denise.schroder@nebraska.gov](mailto:denise.schroder@nebraska.gov), facsimile (402) 471-8041, hand delivered or US Mail by the date shown in the Schedule of Events.

## Attachment A

### ASSURANCES

The purpose of distinguishing the following assurances is to highlight specific requirements and does not limit local area responsibilities in any way. Local areas are required to ensure the local area and its subrecipients are held accountable to all state and federal laws, regulations, and policies. By signing the following assurances, the local area assures the state that the local area and all of its subrecipients will abide by the following requirements:

**Access to Records** - The Grantee assures it will give the Department of Labor or its representatives the access to, and the right to, examine all documents related to the grant agreement.

**Administration** - The Grantee assures it will fully comply with all Grantor instructions relating to the administration of the grant funds.

**Administration and Fiscal Systems** - The Grantee assures it has adequate administrative and fiscal systems necessary to promote effective use of the grant funds. This includes a financial management system that satisfactorily accounts for and documents the receipt and disbursement of all WIOA funds including information pertaining to subgrants and contract awards, obligations, unobligated balances, assets, expenditures, and income. Effective internal controls are in place to safeguard assets and assure their proper use (including property location and usage). All source documentation will be maintained to support accounting records that will permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in a violation of the applicable restrictions on the use of such funds.

**Audit Resolution File** - Assures the local area will maintain an audit resolution file documenting the disposition of reported questioned costs and corrective actions taken for all findings.

**Bonding** - All persons and/or subrecipients who are authorized to receive or deposit WIOA funds, or to issue financial documents, checks, or other instruments of payment for WIOA program costs, will be bonded in accordance with federal and state regulatory requirements for protection against loss.

**Cash Management** - No excess cash will be kept on hand, and procedures exist for maintaining and monitoring the minimum amount of cash on hand necessary to efficiently improve the timing and control of disbursements.

**Compliance with LB 403 Lawful Presence in the U.S.** - The Grantee assures all contracts shall certify that the Contractor has registered with and is using a federal immigration verification system as defined in section 7 of Nebraska Laws 2009, LB 403 to determine the work eligibility status of all new employees physically performing services within the State of Nebraska. Upon reasonable notice, the Contractor shall provide documentation to the Department of Labor which proves the Contractor is or was at all times during the term of the agreement in compliance with this provision. If the Contractor is an individual or sole proprietorship, the Contractor shall complete the U.S. Citizenship Attestation Form, available on the Department of Administrative Services Website at [www.das.state.ne.us](http://www.das.state.ne.us). If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor shall agree to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the U.S. using the Systematic Alien Verification for Entitlements (SAVE) Program. The Contractor understands and agrees that lawful presence in the U.S. is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified.

**Compliance with WIOA** - The Grantee assures that it will fully comply with the requirements of PL 105-220, the Workforce Investment Act of 1998, and all Federal regulations pursuant to the Act.

**Confidentiality** – The Grantee assures it will comply with the confidentiality requirements of section 136(f)(3).

**Consultation** - The Grantee has developed this plan in consultation with local elected officials, the local Workforce Investment Board, the business community, labor organizations, and other partners.

**Demand Occupations** - WIOA training shall be provided only for those occupations for which there is a demand in the area served, or in another area to which the customer is willing to relocate.

**Disabilities** - The Grantee assures it will comply with Section 504 of the Rehabilitation Act of 1973 and the American's with Disabilities Act of 1990.

**Expending Funds** - The Grantee assures funds will be spent in accordance with the Workforce Investment Act and the Wagner-Peyser Act and their regulations, written Department of Labor guidelines, and all other applicable federal and state laws.

**Governor's Grant Procedures** - The Grantee assures it will comply with the grant procedures prescribed by the Governor that are necessary to enter into grant agreements for the allocation and payment of funds under the Act. The procedures and agreements will be provided by the Governor and will specify the required terms, conditions, assurances, and certifications, including, but not limited to, the following:

**General Administrative Requirements:**

- 29 CFR part 97 – Uniform Administrative Requirements for State and Local Governments (as amended by the Act)
- 29 CFR part 96 (as amended by OMB Circular A-133) – Single Audit Act
- OMB Circular A-87 - Cost Principles (as amended by the Act)

**Assurances and Certifications:**

- SF 424 B - Assurances for Non-construction Programs
- 29 CFR part 37 – Nondiscrimination and Equal Opportunity Assurance (and regulation) 29 CFR § 37.20
- CFR part 93 - Certification Regarding Lobbying (and regulation)
- 29 CFR part 98 - Drug Free Workplace and Debarment and Suspension Certifications (and regulation)

**Special Clauses/Provisions:**

Other special assurances or provisions as may be required under Federal law or policy, including specific appropriations legislation, the Workforce Investment Act, or subsequent Executive or Congressional mandates.

**Grievances/Complaints** - The Grantee will comply with federal, state, and local procedures for grievances and complaints from participants and employees under the WIOA program.

**Licensing, Taxation, and Insurance** - The Grantee assures it will comply with federal, state, or local laws governing applicable licensing, taxation, and insurance requirements.

**Nondiscrimination** - The Grantee assures it will comply with the nondiscrimination and equal opportunity provisions of Section 188 and its implementing regulations at 29 CFR Part 37, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and maintain data necessary to show compliance.

**Regional Planning** - The GNWDB will participate in regional planning.

**Reporting** - The Grantee shall submit complete, accurate, and timely reports as specified by the Governor.

**Responsibility Matters** - The Grantee shall enforce standards and procedures to ensure against fraud and abuse, including standards and procedures against nepotism, conflicts of interest, lobbying, kickbacks, drug-free workplace, political patronage (Hatch Act) and provisions which govern debarment, suspension, and other responsibility matters.

**Retention of Records** - The Grantee assures it will retain all financial and program records, books of account, and other documents related to the grant agreement for a period of three years. If prior to the expiration of the 3-year retention period, any litigation or an audit has begun, the records, books of account, and documents relating to the grant agreement will be retained until the litigation is complete and audit findings are resolved.

**Salary and Bonus Limitation** – The Grantee assures none of the funds appropriated in Public Law 109-149 or prior Acts under the heading “Employment and Training Administration” that are available for expenditure on or after June 15, 2006, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133.

**Sunshine Provision** - The GNWDB assures the public, including individuals with disabilities, has access to GNWDB meetings and information regarding GNWDB activities, including membership and meeting minutes.

**Uniform Administrative Requirements** - The Grantee assures it will establish, in accordance with Section 184 of the Workforce Investment Act, procedures that ensure compliance with the uniform administrative requirements for grants and agreements applicable to the type of entity receiving funds.

**Union Organizing** – The Grantee assures no funds received under the Workforce Investment Act will be used to assist, promote, or deter union organizing.

**Veterans** – The Grantee assures it will comply with the veterans’ priority provisions established in the Jobs for Veterans Act.

\_\_\_\_\_  
**Bidder Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date Signed**