

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

RETURN TO:
State Purchasing Bureau
301 Centennial Mall South, 1st Fl
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Phone: 402-471-2401
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
RFP 4217Z1	January 25, 2013
OPENING DATE AND TIME	PROCUREMENT CONTACT
March 15, 2013 2:00 p.m. Central Time	Mary Lanning/Michelle Musick

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

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 4217Z1 for the purpose of selecting a qualified contractor to provide Employment First case management and program services statewide.

Written questions are due no later than February 4, 2013, and should be submitted via e-mail to matpurch.dasmat@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original and six (6) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

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

1. Sealed proposals must be received in State Purchasing 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://www.das.state.ne.us/materiel/purchasing/>
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

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 (see Section III) and certifies bidder maintains a drug free work place environment.

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

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GLOSSARY OF TERMS

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

Addendum: Something added or deleted.

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

Agent: A person authorized by a superior or organization to act on their behalf.

Aid to Dependent Children (ADC): The ADC program provides financial assistance to needy families and is funded in part with a block grant provided through the federal Temporary Assistance for Needy Families (TANF) program. http://dhhs.ne.gov/children_family_services/Pages/fia_adc.aspx

Amend: To alter or change by adding, subtracting, or substituting. A contract can be amended only by the parties participating in the contract. A written contract can only be amended in writing.

Amendment: Written correction or alteration.

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

Assessment: The purpose of assessment is to gather and organize information about the client's skills, aptitudes, strengths, interests and family circumstances, to provide a framework for self-sufficiency planning.

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): A second-stage bid in a public procurement for services.

Bid: The executed document submitted by a bidder in response to a Request for Proposal.

Bid Bond: A bond given by a surety on behalf of the bidder to ensure that the bidder will enter into the contract as bid and is retained by the State from the date of the bid opening to the date of contract signing.

Bidder: Any person or entity submitting a competitive bid response to a solicitation.

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

Business Day: Any weekday, excepting public holidays.

Calendar Day: Every day shown on the calendar; Saturdays, Sundays and State/Federal holidays included. Not to be confused with “Work Day”.

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

Community Based: Formal and informal resources available within the community in which a participant lives that can provide the supports and services to meet the unmet needs of the individual and/or their family.

Competition: The process by which two or more vendors vie to secure the business of a purchaser by offering the most favorable terms as to price, quality, delivery and/or service.

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 provide.

Contract: An agreement between two or more persons to perform a specific act or acts.

Contract Administration: The Management of various facets of contracts to assure that the contractors total performance is in accordance with the contractual commitments and obligations to the purchaser are fulfilled.

Contract Management: Includes reviewing and approving of changes, executing renewals, handling disciplinary actions, adding additional users, and any other form of action that could change the contract.

Contractor: Any person or entity that supplies goods and/or services.

Conversion Period: A period of time not to exceed six (6) months, during which the State converts to a new Operating System under “Conversion” as per this RFP.

Copyright: A grant to a writer/artist that recognizes sole authorship/creation of a work and protects the creator’s interest(s) therein.

Counseling: Individualized services to a participant for the purposes of advising or providing advice in the area of knowledge and expertise of the person in the appropriate profession.

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

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

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

Deviation: Any proposed change(s) or alteration(s) to either the contractual language or deliverables within the scope of this Request for Proposal.

DHHS: The Department of Health and Human Services. A State agency comprised of six divisions (Behavioral Health, Children & Family Services, Developmental Disabilities, Medicaid & Long Term Care, Public Health, and Veterans' Homes). Website located at <http://dhhs.ne.gov/Pages/default.aspx>

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.

Employment First (EF): Employment First is regulated by and funded in part by the federal Temporary Assistance for Needy Families (TANF) program. The Employment First website is located at: http://dhhs.ne.gov/children_family_services/Pages/wer_werindex.aspx

Engagement: A continuous and active commitment or involvement in the employment process, that begins with the intake process and continues throughout an individual's involvement with the EF program receiving individualized services with employment and economic self-sufficiency as the desired outcome.

Evaluation Committee: A committee (or committees) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals.

Evaluation of Proposal: The process of examining a proposal after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the proposal that relate to determination of the successful bidder.

Extension: A provision, or exercise of a provision, of a contract that allows a continuance of the contract (at the option of the State of Nebraska) for an additional time according to contract conditions. Not to be confused with "Renewals."

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

Foreign Corporation: A foreign corporation is a corporation that was formed (i.e. incorporated) in another state but transacting business in Nebraska pursuant to a certificate of authority issued by the Nebraska Secretary of State.

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

Late Proposal: A proposal received at the place specified in the solicitation after the date and time designated for all proposals to be received.

Licensed Software: Any and all software and documentation by which the State acquires or is granted any rights under the contract.

Mandatory: Required, compulsory or obligatory.

May: Denotes discretion.

Module: A collection of routines and data structures that perform a specific function of the Licensed Software.

Must: Denotes the imperative, required, compulsory or obligatory.

Narrative: A written record of contacts with a participant, actions taken and changes that are made.

N-FOCUS (Nebraska Family On-Line User System): A computer software application that assists in providing families with a seamless delivery of programs and services within the scope of DHHS.

Opening Date: Specified date and time for the public opening of received, labeled and sealed formal proposals. Not to be confused with "Release Date".

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.

Outcome: An identified and measurable indicator of success.

Outsourcing: Acquiring computing or related services from a source outside of the State of Nebraska which may include programming and/or executing the State's Licensed Software on the State's CPU's, programming, and/or executing the State's programs and Licensed Software on the contractor's CPU's or any mix thereof.

Outsourcing Company: A company that provides Outsourcing Services under contract to the State.

Participant: An ADC recipient subject to EF and who has signed an EF Self-Sufficiency Contract.

Performance Bond: A bond given by a surety on behalf of the contractor to ensure the timely and proper (in sole estimation of the State) performance of a 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-Proposal Conference: A meeting scheduled for the purpose of providing clarification regarding a Request for Proposal and related expectations.

Product: A module, a system, or any other software-related item provided by the contractor to the State.

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 of all software, documentation, and services to be provided by the contractor under this contract.

Proposal: The executed document submitted by a bidder in response to a Request for 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 serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Protest: A complaint about a governmental action or decision related to a Request for Proposal or the resultant contract, brought by a prospective bidder, a bidder, a contractor, or other interested party to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening proposals, conducted at the time and place specified in the Request for Proposal, and in the presence of anyone who wishes 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: Date of release of the Request for Proposal to the public for submission of proposal responses. Not to be confused with "Opening Date".

Renewal: Continuance of a contract for an additional term after a formal signing by the parties.

Representative: Includes an agent, an officer of a corporation or association, a trustee, executor or administrator of an estate, or any other person legally empowered to act for another.

Request for Proposal (RFP): All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals.

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

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

Sanction: Action following nonparticipation in the EF program resulting in the loss of ADC cash assistance.

Self-Sufficiency: The participant achieving their highest level of economic independence possible through employment.

Self-Sufficiency Contract: A binding document signed by the client and the case manager representing DHHS.

Service Coordination: The coordination of all referrals and service delivery for the participant.

Shall: Denotes the imperative, required, compulsory or obligatory.

Should: Indicates an expectation.

Solicitation: The process of notifying prospective bidders or offerors that the State of Nebraska wishes to receive proposals for furnishing services. The process may consist of public advertising,

posting notices, or mailing Request for Proposals and/or Request for Proposal announcement letter to prospective bidders, or all of these.

Solicitation Document: Request for Proposal.

Specifications: The information provided by or on behalf of the contractor that fully describes the capabilities and functionality of the Licensed Software as set forth in any material provided by the contractor, including the documentation and User's Manuals described herein.

System: 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.

Temporary Assistance for Needy Families (TANF): A federal program that provides funds and regulations for the ADC and EF programs. TANF is authorized by The Personal Responsibility and Work Opportunity Reconciliation Act of 1996, also referred to as the federal Welfare Reform Act.

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

Trademark: A distinguishing sign, symbol, mark, word, or arrangement of words in the form of a label or other indication, that is adopted and used by a manufacturer or distributor to designate its particular goods and which no other person has the legal right to use.

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, 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)).

Upgrade: Any improvement or change in the Software that improves or alters its basic function.

Vendor: An actual or potential contractor; a contractor.

Will: Denotes the imperative, required, compulsory or obligatory.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 4217Z1 for the purpose of selecting a qualified contractor to provide Employment First case management and program services.

A contract resulting from this Request for Proposal will be issued for a period of five (5) years effective July 1, 2013 through June 30, 2018, with the option to renew for two (2) additional two (2) year periods as mutually agreed upon by all parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: <http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

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	January 25, 2013
2.	Last day to submit written questions	February 4, 2013
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	February 14, 2013
4.	Proposal opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	March 15, 2013 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	March 18, 2013
6.	Evaluation period	March 19, 2013 to March 29, 2013
7.	"Oral Interviews/Presentations and/or Demonstrations"	If Needed
8.	Post "Letter of Intent to Contract" to Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	April 1, 2013
9.	Proof of Need Analysis review	April 1, 2013 through June 30, 2013
10.	Contract finalization period	April 1, 2013 through June 30, 2013
11.	Performance bond submission	April 30, 2013
12.	Contract award	June 30, 2013
13.	Contractor start date	July 1, 2013

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

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

Name: Mary Lanning/Michelle Musick
Agency: State Purchasing Bureau
Address: 301 Centennial Mall South, Mall Level
Lincoln, NE 68508

OR

Address: P.O. Box 94847
Lincoln, NE 68509
Telephone: 402-471-2401
Facsimile: 402-471-2089
E-Mail: matpurch.dasmat@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing Employment First case management and program services 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. COMMUNICATION WITH STATE STAFF

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.

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

The following exceptions to these restrictions are permitted:

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

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

D. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 4217Z1; Employment First Questions". It is preferred that questions be sent via e-mail to matpurch.dasmat@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Mary Lanning, showing the total number of pages transmitted, and clearly marked "RFP Number 4217Z1; Employment First Questions".

Written answers will be provided through an addendum to be posted on the Internet at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> on or before the date shown in the Schedule of Events.

E. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical 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.

F. SUBMISSION OF PROPOSALS

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

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and six (6) copies of the entire proposal should be submitted. The copy marked "original" shall take precedence over any other copies, should there be a discrepancy. 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. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-2401 should be used. The request for proposal number must be included in all correspondence.

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

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

G. PROPOSAL OPENING

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

H. LATE PROPOSALS

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

I. REJECTION OF PROPOSALS

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

J. EVALUATION OF PROPOSALS

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

1. Executive Summary;
2. 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;
3. Technical Approach; and
4. Cost Proposal.

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the State Purchasing Bureau website at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> Evaluation criteria will not be released prior to the proposal opening.

K. EVALUATION COMMITTEE

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

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

L. MANDATORY REQUIREMENTS

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

1. signed Request For Proposal For Contractual Services form;
2. Executive Summary;

3. Corporate Overview;
4. Technical Approach; and
5. Cost Proposal.

M. REFERENCE CHECKS

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

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: 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.

N. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders are expected to comply with any statutory registration requirements. It is the responsibility of the bidder who is the recipient of an Intent to Award to comply with any statutory registration requirements pertaining to types of business entities (e.g. a foreign or Nebraska corporation, non-resident contractor, limited partnership, or other type of business entity). The bidder who is the recipient of Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its registration certificate, or, in the case registration is not required, to provide the reason as to why none is required. This must be accomplished prior to the award of contract.

O. 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. 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, (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.

A. GENERAL

Accept
& Initial

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

1. the signed Request For Proposal form;
2. the original Request for Proposal document;
3. any Request for Proposal addenda and/or amendments to include questions and answers;
4. the contractor's proposal;
5. any contract amendments, in order of significance; and
6. contract award.

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) the contract award, 2) contract amendments with the latest dated amendment having the highest priority, 3) Request for Proposal addenda and/or amendments with the latest dated amendment having the highest priority, 4) the original Request for Proposal, 5) the signed Request For Proposal form, 6) the contractor's proposal.

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

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, 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 an intent to award decision has been determined, it will be posted to the Internet at:

<http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

Grievance and protest procedure is available on the Internet at:

<http://www.das.state.ne.us/materiel/purchasing/agencyervicesprocurementmanual/ProtestGrievanceProcedureForServices.doc>

Any protests must be filed by a vendor within ten (10) calendar 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

The contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, 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

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

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

The contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. If contractor will be utilizing any subcontractors, the contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). Contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the contractor. Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

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

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

b. COMMERCIAL GENERAL LIABILITY

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

- c. **COMMERCIAL AUTOMOBILE LIABILITY**
Bodily Injury/Property Damage \$1,000,000 combined single limit
- d. **UMBRELLA/EXCESS LIABILITY**
Over Primary Insurance \$1,000,000 per occurrence

4. EVIDENCE OF COVERAGE

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer, Administrative Services, State Purchasing Bureau, 301 Centennial Mall S, 1st Fl, Lincoln, NE 68508 (facsimile 402-471-2089). These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

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

G. COOPERATION WITH OTHER CONTRACTORS

Accept
& Initial

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

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

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

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

J. CONTRACTOR PERSONNEL

Accept
& Initial

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

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

The State reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee.

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

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

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

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

Accept
& Initial

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

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

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

Accept
& Initial

N. ERRORS AND OMISSIONS

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.

Accept
& Initial

O. BEGINNING OF WORK

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.

Accept
& Initial

P. ASSIGNMENT BY THE STATE

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.

Accept
& Initial

Q. ASSIGNMENT BY THE CONTRACTOR

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.

Accept
& Initial

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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 or mandatory requirements. "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.

Accept
& Initial

S. GOVERNING LAW

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.

Accept
& Initial

T. ATTORNEY'S FEES

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.

Accept
& Initial

U. ADVERTISING

Accept
& Initial

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

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

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

X. NOTIFICATION

Accept
& Initial

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) 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

The contract may be terminated as follows:

Accept
& Initial

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 30 days 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 cancellation 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) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
 - g. contractor intentionally discloses confidential information;
 - h. contractor has or announces it will discontinue support of the deliverable;
 - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

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

Accept
& Initial

AA. BREACH BY CONTRACTOR

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) days (or longer at State's discretion considering the

Accept
& Initial

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

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. PENALTY

Accept
& Initial

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

DD. RETAINAGE

Accept
& Initial

The State will withhold one and a half percent (1½%) of each payment due as retainage. The entire retainage amount will be payable annually upon successful completion of the designated annual deliverables. The contractor will invoice the State annually for any outstanding work and for the retainage. The State may reject the annual invoice by identifying the specific reasons for such rejection in writing to the contractor within 45 calendar days of receipt of the annual invoice. Otherwise, the deliverables will be deemed accepted and the State will release the annual retainage in accordance with the contract payment terms.

EE. PERFORMANCE BOND

Accept
& Initial

The selected contractor may be required to supply a certified check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the certified check or bond must be up to one percent (1%) of the contract amount. The check or bond will guarantee that the selected contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or certified check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

FF. FORCE MAJEURE

Accept
& Initial

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

GG. PROHIBITION AGAINST ADVANCE PAYMENT

Accept
& Initial

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

HH. PAYMENT

Accept
& Initial

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

II. INVOICES

Accept
& Initial

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

JJ. ACCESS TO RECORDS AND AUDIT REQUIREMENTS

Accept
& Initial

1. All contractor books, records, and documents regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. Contractor shall maintain all records for five (5) years from the date of final payment, except that records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of DHHS. All records shall be maintained in accordance with generally accepted business practices.

2. The contractor shall provide DHHS any and all written communications received by the contractor from an auditor related to contractor's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 112 Communicating Internal Control Related Matters Identified in an Audit and SAS 114 The Auditor's Communication with Those Charged With Governance. The contractor agrees to provide DHHS with a copy of all such written communications immediately upon receipt of instruct any auditor it employs to deliver copies of such written communications to DHHS at the same time copies are delivered to the contractor, in which case the contractor agrees to verify that DHHS has received a copy.

3. The contractor shall immediately correct any material weakness or condition reported to DHHS in the course of an audit and notify DHHS that the corrections have been made.
4. In addition to, and in no way in limitation of any obligation in the contract, the contractor shall be liable for audit exceptions, and shall return to DHHS all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception, upon demand from DHHS.
5. The above provisions shall survive termination of the contract.

KK. PUBLIC COUNSEL

Accept & Initial

In the event the contractor provides health and human services to individuals on behalf of DHHS under the terms of the contract, the contractor shall submit to the jurisdiction of the Public Counsel under Neb. Rev. Stat. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this contract. This provision shall not apply to contracts between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act. This provision shall survive termination of the contract.

LL. TAXES

Accept & Initial

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.

MM. INSPECTION AND APPROVAL

Accept & Initial

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

NN. CHANGES IN SCOPE/CHANGE ORDERS

Accept & Initial

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s)).

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, 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 for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contractor's proposal.

Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

OO. SEVERABILITY

Accept
& Initial

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.

PP. CONFIDENTIALITY

Accept
& Initial

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.

QQ. PROPRIETARY INFORMATION

Accept
& Initial

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. 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.

RR. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept
& Initial

By submission of this proposal, the bidder certifies, that he or she is the party making the foregoing proposal 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 his or her 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.

SS. PRICES

Accept
& Initial

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

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

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

TT. BEST AND FINAL OFFER

Accept
& Initial

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

UU. ETHICS IN PUBLIC CONTRACTING

Accept
& Initial

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 or employee 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.

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

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

VV. INDEMNIFICATION

Accept
& Initial

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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

WW. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Accept
& Initial

Contractor shall review the Nebraska Technology Access Standards, found at http://www.nitc.nebraska.gov/standards/accessibility/accessibility_standards.pdf and ensure that products and/or services provided under the contract comply with the applicable standards. 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.

XX. ANTITRUST

Accept
& Initial

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

YY. DISASTER RECOVERY/BACK UP PLAN

Accept
& Initial

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.

ZZ. TIME IS OF THE ESSENCE

Accept
& Initial

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

AAA. RECYCLING

Accept
& Initial

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 state statute (Neb. Rev. Stat. §81-15, 159).

BBB. DRUG POLICY

Accept
& Initial

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

CCC. NEW EMPLOYEE WORK ELIGIBILITY STATUS

Accept
& Initial

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new 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 a 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 www.das.state.ne.us.

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

DDD. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

Accept
& Initial

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.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

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

A. PROJECT OVERVIEW

Employment First provides temporary, transitional support to ADC recipient families so that economic self-sufficiency is attained in as expeditious a manner as possible. DHHS has approximately eight thousand (8,000) recipients of TANF and State only funded cash assistance who are required to participate in the Employment First program. Participation requirements for individuals in Employment First have been established by DHHS. These requirements are implemented uniformly across the State. All adults and minors who are a head-of-household are required to participate in the Employment First program unless qualified for an exemption. A recipient who qualifies for an exemption from participation may elect to voluntarily participate in the program.

The contractor will provide EF case management and program services throughout the State and within proximity to approximately eight thousand (8,000) participants per month. The objective of Employment First case management and program services is to provide the necessary services and supports to assist the EF participant to be successful at attaining their highest level of economic self-sufficiency possible through employment. Successful employment is supported by an integrated, multifaceted service delivery system that is family focused, easily accessed, highly responsive, and tailored to individual need and circumstance.

The contractor provides individualized services through direct service delivery staff, a network of community-based providers, or sub-contractors. The contractor is expected to use community resources, which are available to participants at no additional cost, and avoid the duplication of services. The contractor provides comprehensive, coordinated, structured, and effective employment and training program services. The contractor will create and foster partnerships within the business community that will identify and create training and employment opportunities for EF participants.

The participants referred by DHHS to the contractor's program may have significant barriers to obtaining employment such as low job skills, minimal or no work history, one or more significant individual or family barriers, or have a generational family history of relying on government assistance and other supports for their basic needs. The participants shall be treated with respect and as valuable customers. The interactions between the contractor and participants and their families are to be culturally sensitive and community based to assist the participant in dealing with cultural issues of language, sexism, racism, immigrant acculturation, or other community bias issues. Services shall be handicapped accessible, provided in-home or at sites other than the contractor's office if necessary.

The contractor shall provide a "gatekeeper" position to receive all DHHS referrals and assign the referred participants to a case manager located in proximity to the participant's residence. The contractor shall contact referred individuals within five (5) workdays of receipt of the referral.

The contractor's program staff will be required to complete DHHS forms, provide statistical reports, and maintain records and documentation for each participant served. Contractors are asked to be creative and flexible in providing EF program services while adhering to established rules and regulations located at 468 NAC 2-020 et al, http://dhhs.ne.gov/Pages/reg_t468.aspx and Title 468 Appendix at

http://dhhs.ne.gov/Pages/reg_appx_atc468.aspx, which also includes Nebraska's TANF Work Verification Plan.

B. PURPOSE OF REQUEST

This request is for EF case management and program services to engage all mandatory participants statewide and achieve the goals and objectives of the EF program. The primary purpose of Employment First is to provide temporary, transitional support for Nebraska families so that economic self-sufficiency is attained in as expeditious a manner as possible through the provision of training, education and employment preparation.

DHHS is interested in promoting community-based service coordination and collaboration in order to establish a continuum of services for participants and their families that is well-managed, integrated and coordinated.

All scheduling shall reflect DHHS' need for open entry enrollment and immediate access to component activities and program services. Participants should be able to enter the services offered by the contractor expeditiously, effectively and efficiently.

Identify the details regarding a schedule of program components, services offered, capacity to serve participants as identified in components C-1 through C-17. Office locations shall be within proximity of participants throughout the State and identified in the proposal.

C. PROJECT REQUIREMENTS

1. C-1 ORIENTATION AND ASSESSMENT

Orientation introduces Employment First participants to the philosophy of Nebraska's Welfare Reform; sets a collaborative tone; reinforces the roles of the participant, contractor and DHHS employees; and serves as a catalyst to the next steps in the participant's efforts to achieve economic self-sufficiency. This orientation will serve to strengthen the participants' partnership with the case managers in the completion of the initial assessment and service plan.

a. The objectives of Orientation are to:

- i.** Educate the participant on the philosophy of Welfare Reform and the culture of change.
- ii.** Emphasize the temporary nature of ADC.
- iii.** Increase participant self-awareness of strengths and assets.
- iv.** Orient participant to contractor's agency, services, and procedures.
- v.** Encourage the participant to think about goals and steps to self-sufficiency.
- vi.** Outline next steps in the process.

b. The contractor responsibilities include but are not limited to:

- i.** Be knowledgeable of current EF program rules and regulations.
- ii.** Understand and support the roles of the participant, case manager, and DHHS.
- iii.** Promote a positive environment fostering the working relationships of the above.
- iv.** Provide orientation to all referred participants who follow through with contact.

- iv. Collaborate with other agencies.
- v. Provide culturally competent information using the language of the participant.
- vi. Provide an overview of the contractor's program and review the connections between the contractor's program and DHHS' Employment First and ADC programs.

The Assessment phase is used to gather and organize information about participant skills, aptitudes, strengths, interests, and family circumstances. This activity, while not an approved work activity for participation hours is an essential step in providing a framework for self-sufficiency planning. Assessment assists participants to identify strengths and barriers that will support and impede the participant's ability to become self-sufficient. Various methods may be used, including tests for level of academic ability, self-awareness, vocational and career interests, and aptitudes. A well-conducted assessment will help determine a participant's need for involvement in some or all of the Employment First component activities and services and be the foundation for the Service Plan.

- c. The objectives of Assessment are to:
 - i. Enable the participant and the contractor to identify strengths to use in goal setting in individual service plans.
 - ii. Assist the participant and the contractor in identifying potential barriers prior to completing a Service Plan.
 - iii. Enable the participant and the contractor to determine necessary actions to break down barriers.
 - iv. Enable the participant and the contractor to identify existing work skills in relation to current labor market and the participant's aptitudes/interests.
 - v. Identify whether further education or training is appropriate to participant's current job skills.

- d. The contractor responsibilities include but are not limited to:
 - i. Assist with needed assessment activities.
 - ii. Assist the participant in understanding the value and necessity of the assessment.
 - iii. Be knowledgeable of, and able to administer or locate appropriate resources to administer appropriate tests and inventories needed to complete thorough assessment with the participant.
 - iv. Assist the participant with interpretation of assessment tests and inventories.
 - v. Assist the participant in understanding assessment results as they relate realistically to the participant's self-sufficiency goals.
 - vi. Provide the participant with immediate feedback to use in completion of individual service plans and contracts.
 - vii. Assist the participant to identify substance abuse, domestic violence, and learning disabilities
 - viii. Ensure staff are trained to administer assessment, with formal training provided if the tool requires specialized training to administer or interpret the assessment tool.

- ix. Use the EF assessment form. Additional assessment instruments may be used as needed.
- x. Facilitate the participant's use of the assessment information to develop short and long-term goals; Self-Sufficiency Contract; and any clinical treatment or therapy plans.
- xi. Use culturally sensitive and validated assessment instruments.
- xii. Assist participants in identifying areas of perception that lead to making appropriate choices.
- xiii. Facilitate and complete the Self-Sufficiency Contract.

2. C-2 CASE MANAGEMENT AND SERVICE COORDINATION

Case Management is a concentrated and comprehensive approach to helping the participants secure and maintain employment through the delivery and management of services that reflect diversity and cultural sensitivity.

With the assistance of the case manager, the participant will develop an individualized service plan as part of the Self-Sufficiency Contract based on the assessments, outlining the steps necessary to secure employment and achieve economic self-sufficiency.

The case manager will coordinate the services provided by all service providers involved with a participant's service plan. The case manager shall continually monitor the participation and progress of the participant. It is the case manager's responsibility to help the participant identify and eliminate any barriers that may affect their ability to participate effectively in their Self-Sufficiency Contract.

a. THE OBJECTIVES OF CASE MANAGEMENT ARE TO:

- i. Ensure planned services are made available to the participant.
- ii. Help the participant to obtain and maintain employment through the delivery, coordination and management of services.
- iii. Provide for any counseling and services that are determined to be appropriate for the participant's successful achievement of goals identified in their service plan.
- iv. Involve the participant in the establishing and meeting the time frames and benchmarks built into the service plan.
- v. Focus on career and life plans, rather than just getting a job.
- vi. Provide concentrated time with individual participants to establish goals, coordinate providers of service, monitor progress, collect documentation, etc.
- vii. Establish an environment of trust and partnership.

b. THE CONTRACTOR RESPONSIBILITIES INCLUDE BUT ARE NOT LIMITED TO:

- i. Provide EF program orientation to participants.
- ii. Be knowledgeable of and apply Employment First rules and regulations.
- iii. Complete the EF Screening and Assessment to determine the participant's specific strengths and needs and to gather information necessary to provide a framework for the development of their Self-Sufficiency Contract.
- iv. Develop a Self-Sufficiency Contract with the participant.

- v. Facilitate the participant's immediate, full and continued engagement in their contracted activities.
- vi. Be knowledgeable about all community resources to assist the participant.
- vii. Monitor and document attendance, participation and progress.
- viii. Obtain feedback from the participant and other collaborating entities.
- ix. Follow-up with the participant on a regular basis and as events occur.
- x. Initiate appropriate and timely contact with DHHS staff
- xi. Complete ongoing assessment of the participant's progress and make adjustments to the Self-Sufficiency Contract as determined necessary.
- xii. Explore and incorporate options to maximize the participant's success.
- xiii. Maintain a written record of each participant's communications, participation, progress and status.
- xiv. Facilitate the conciliation process.
- xv. Attend mediation and fair hearings as required.
- xvi. Ensure participant's meet federal participation rates.
- xvii. Provide supportive services as determined necessary according to EF rules and regulations located at 468 NAC 2-020.08 ff, http://dhhs.ne.gov/Pages/reg_t468.aspx.
- xviii. Notify DHHS when a participant has failed or refused to participate without good cause.
- xix. Complete all required reporting to DHHS.

3. C-3 UNSUBSIDIZED EMPLOYMENT

Employment may be full or part-time in the public or private sector and is not subsidized by TANF or any other public program. Employment must consist of work for pay. Pay must not be less than either the federal minimum wage or the state's minimum wage, whichever is higher.

a. C-3A MICROBUSINESS ENTERPRISE

The microbusiness enterprise component is self-employment through the development of a small business. When a microbusiness enterprise is included in the Self-Sufficiency Contract, the participant should be referred to an entrepreneurial assistance program. In order for the Self-Sufficiency Contract to contain this component activity, an assessment of the likelihood of business success must be obtained and benchmarks established to assess measurable progress, including profits and continued likelihood of achieving economic self-sufficiency within a reasonable time frame and within the individual's time limits.

- i. The objectives of Microbusiness Enterprise are:
 - a) A microbusiness enterprise is an opportunity for participants and their families to explore the establishment or enhancement of their own business.
- ii. The contractor responsibilities include but are not limited to:
 - a) Explore possible barriers to self-employment with the participant.
 - b) Evaluate the participant's vocational interests and aptitudes using standardized tests.
 - c) Assess the participant's resources, business knowledge, abilities and skills related to self-employment, and likelihood of success.

- d) Facilitate the participant's research concerning all facets of the business.
- e) Facilitate the participant's development of their business plan with the participant taking the lead in the activities.
- f) Facilitate use of community resources to assist the participant to understand aspects of self-employment, which may include funding, licenses, taxes, etc.
- g) Refer the participant to entrepreneurial assistance program for assistance in determining the viability of the business venture, developing a business plan, business skills training, technical assistance, support groups, business development and loan assistance.
- h) An assessment of the likelihood of business success must be made or obtained and benchmarks established to assess measurable progress, including profits and continued likelihood of achieving economic self-sufficiency within a reasonable time frame and within the individual's time limits before this activity can be approved and included in their Self-Sufficiency Contract.
- i) Seek assistance from a business research organization or entrepreneurial assistance program in determining the viability of the business plan.
- j) Monitor the participant's progress in the microbusiness enterprise.
- k) Monitor participant hours of work, increased business, and increased profit in relation to the business plan and the benchmarks for business success built into their Self-Sufficiency Contract.
- l) Reevaluate the Self-Sufficiency Contract for more appropriate activities for achieving economic self-sufficiency if the business venture is not showing increased business or profit in a reasonable amount of time.

b. C-3B APPRENTICESHIP

An apprenticeship may be applied for and entered into with a trade organization. An individual participating in an apprenticeship must complete the program and be fully employed in the trade within the individual's time limit. An apprenticeship program cannot be included in the Self-Sufficiency Contract if the client has a skill that can be marketed and can be reasonably expected to provide a wage leading to economic self-sufficiency in the current, area-specific labor market and the client is physically, mentally and emotionally able to utilize those skills through employment. The long-term goal is for the individual to complete the program and qualify as Journey worker in a specific trade or craft. The more immediate goal is for the individual to be fully employed in the trade or craft and the family economically self-sufficient within their time limit. The training is provided under the guidance of a Journey worker or Master Tradesperson.

- i. Apprenticeships may consist of:
 - a) Classroom training to start, paid or unpaid, and then paid hands-on training in the
 - b) workplace; or

- c) Combined classroom training and paid hands-on training in the workplace; or
 - d) Hands-on training in the workplace.
- ii. The contractor responsibilities include but are not limited to:
- a) Create and foster partnerships within the business community that will identify and create apprenticeship opportunities for EF participants.
 - b) Partner with trade unions to create or identify opportunities for participants.
 - c) Actively engage, encourage and pursue apprenticeship opportunities for participants.

4. C-4 SUBSIDIZED PRIVATE AND PUBLIC SECTOR EMPLOYMENT

The subsidized employment component is employment in the public or private sector for which the participant is paid wages and the same benefits as a nonsubsidized employee who performs similar work, while the employer receives a subsidy from TANF or other public funds to offset some or all of the wages and costs of employing a participant. Subsidized employment provides the participant with an opportunity to gain job skills and experience. The goal of this activity must be to prepare participants for and assist them in securing permanent unsubsidized employment and achieving economic self-sufficiency.

During the subsidized period the employer must provide necessary training, guidance, and direction to the participant. At the end of the subsidy period, the employer is expected to retain the participant as a regular employee without receiving a subsidy.

(This component activity is currently not an approved work activity for EF. Bidders are to include how they would implement this activity in the event it is later included.)

5. C-5 WORK EXPERIENCE

The work experience component is structured unpaid work in any public, private, for-profit, or nonprofit business or organization. The purpose of the work experience activity is to improve the employability of participants who have been assessed as not being job ready and/or cannot find unsubsidized employment by providing an individual with an opportunity to acquire the general skills, training, knowledge, and work habits necessary to obtain unsubsidized employment. The goal of work experience is to prepare participants for and move them into unsubsidized employment or other component activities that can help in this transition. Other component activities may be combined with work experience.

The prior education, training, experience, work history, as well as job skills, vocational interests and goals, and limitations, etc. of a participant must be taken into account in making appropriate work experience placements. A work experience placement must not exceed six (6) months.

DHHS must have a written agreement with the work site. Daily supervision is required. The hours of participation in a work experience activity must be detailed in the agreement and the Self-Sufficiency Contract.

a. THE OBJECTIVES OF WORK EXPERIENCE ARE:

- i. Development of basic work habits, improvement of employability and ease the transition to permanent unsubsidized employment.
- ii. Allows participants with poor, minimal or no work history to develop a current work history and work references, as well as to be in an actual work setting to be observed and assessed for work maturity, basic work habits, and job preparedness.
- iii. The Work Experience component is also used to supplement and enhance basic and remedial education, GED, English as a Second Language (ESL), and job search.
- iv. Provide participants with specific, focused, meaningful, and productive job experiences in an identified field of work.

b. THE CONTRACTOR RESPONSIBILITIES INCLUDE BUT ARE NOT LIMITED TO:

- i. Assessment of participant's vocational interest and abilities to make appropriate work site placements.
- ii. Provide pre-employment and work maturity skill training as determined necessary prior to work site placement.
- iii. Work site development.
- iv. Develop a Work Experience Agreement with the work site.
- v. Conduct and maintain work site communication.
- vi. Perform work site monitoring and completion of progress notes, written evaluations and attendance records.
- vii. Perform job coaching, if necessary.
- viii. Provide coordination and communication with other service providers, agencies, schools and businesses as appropriate depending on their involvement with the participant's Self-Sufficiency Contract.

6. C-6 ON-THE-JOB TRAINING (OJT)

On-the-Job Training is training that is provided by the employer to the participant as a paid employee. The participant must be assessed as job ready prior to placement.

a. THE BASIC PRINCIPLES WHICH GOVERN AN OJT PLACEMENT ARE:

- i. An OJT can be developed in the public or private sector.
- ii. An assessment of the participant must determine that s/he is job ready.
- iii. The participant is first hired by the employer on a full-time basis.
- iv. DHHS must have a written contract with the employer.
- v. Daily supervision is required.
- vi. The participant is provided training which gives the knowledge and skills essential to the full and adequate performance of that job.
- vii. The participant is compensated at a rate (plus benefits, as applicable) comparable to that of other employees performing the same or similar jobs. The employer and the contractor negotiate a contract in which the employer will be reimbursed up to fifty (50) percent of the hourly wage for actual hours worked for a set period of time, not to exceed six (6) months to help offset the cost of training.
- viii. The wage reimbursement rate and length of the on-the-job training are contingent upon the nature and complexity of the work and how much

training is actually required for the individual to be able to perform the job adequately.

- ix. The OJT may include classroom training, either in the workplace or elsewhere, in job-related basic skills, literacy, ESL, or occupational skills training that is required by the employer and would assist the participant to complete his or her assigned duties and upgrade his or her job skills. The classroom hours can count towards hours of OJT participation but are not eligible for wage reimbursement.
- x. Upon successful completion of the OJT, the employer will continue to employ the participant as a regular employee.

b. THE CONTRACTOR RESPONSIBILITIES INCLUDE BUT ARE NOT LIMITED TO:

- i. Assessment of client's vocational interest and abilities to make appropriate work site placements.
- ii. Provide pre-employment and work maturity skill training as determined necessary prior to work site placement.
- iii. OJT site development.
- iv. Develop an On-the-Job Training Contract with the work site.
- v. Conduct and maintain work site communication.
- vi. Perform work site monitoring and completion of progress notes and written evaluations.
- vii. Perform job coaching, if necessary.
- viii. Provide coordination and communication with DHHS.
- ix. Provide coordination and communication with other service providers, agencies, schools and businesses as appropriate depending on their involvement with the participant's Self-Sufficiency Contract.

7. C-7 JOB SEARCH AND JOB READINESS

Job search and job readiness assistance means the act of seeking or obtaining employment, preparation to seek or obtain employment, including life skills training, and substance abuse treatment, mental health treatment, or rehabilitation activities for those who are otherwise employable. Such treatment or therapy must be determined to be necessary and documented by a qualified medical, substance abuse, or mental health professional. Participation in job search and job readiness is limited to 240 or 360 hours in a 12-month period. The total hourly limit for participation in job search and job readiness activities is 240 hours for a single custodial parent or needy caretaker relative, guardian or conservator of a child under 6 years of age, and 360 hours for all other work-eligible individuals. The 12-month period begins with the first month in which hours of job search or job readiness are counted. Not more than 4 weeks may be consecutive. The 240 or 360 hour limit applies to the job search and job readiness components as a whole, not separately. Daily supervision is required.

The Job Search component offers two formats for job search: group job search workshop and independent job search.

a. GROUP JOB SEARCH WORKSHOP:

The dynamics of a group setting allow additional support and motivation to the participants. The purpose of workshop activities is to provide participants with job seeking skills in interviewing, completing an application and resume, effective job search techniques, appearance and communication, work-place expectations (including instruction on appropriate attire and behavior on the job); self-evaluation, goal setting, job search planning, identification of job lead sources, job survival and job retention skills.

Part of the group job search workshop agenda must include supervised, scheduled and structured job search. The purpose is to provide motivated support and a disciplined focus to the participant's job search activities.

i. The priorities of this activity are:

- a) Planning for and contacting of prospective employers;
- b) Completing and submitting job applications;
- c) Submitting resumes; and
- d) Arranging for and completing job interviews.

b. INDEPENDENT JOB SEARCH

The job seeker assumes more responsibility for job seeking activities when engaged in an independent job search. The case manager must assume an active role in monitoring this activity.

i. The job search plan should be detailed in the Self-Sufficiency Contract including:

- a) The number of job contacts required per week;
- b) The method(s) of contact, whether by telephone, in person or via the
- c) Internet;
- d) The type of contact(s) to be made:
 - 1). Personal inquiry;
 - 2). Interview;
 - 3). Completion and submission of a job application;
 - 4). Submission of a resume;
 - 5). Informational interview; or
 - 6). Completion of tests required for employment.
- e) The job seeker's requirements for contacting and reporting his/her contacts and progress to his or her case manager.

If the participant is assessed to have sufficient skills in completing a job application and resume, interviewing, knowledge of work place expectations, and effective job seeking skills, she or he may be considered for independent job search without having to attend a group job search workshop. However, if the participant is not making progress in an independent job search, the Self-Sufficiency Contract should be re-evaluated for possible inclusion of group job search workshop.

- ii. The contractor responsibilities include but are not limited to:
 - a) Assess the participant level of knowledge and skills related to job search, job development, interviewing, securing and maintaining employment.
 - b) Identify and provide activities aimed at enhancement or improvement of inadequate areas identified above.
 - c) The case manager sets the parameters and reporting requirements for the individual's job search.
 - d) The case manager will detail in the Self-Sufficiency Contract the number of job contacts per week and types of contacts to be made, i.e. personal inquiry both in person and by telephone, computer job search, interviews, completion and return of an application, submission of a resume, informational interviews, etc. A thorough job search will consist of all or a combination of the types of contacts.
 - e) Monitor participant job search activity and progress, verifying employer contacts, submission of applications and resumes, attendance at and outcome of interviews.
 - f) Follow-up with participant on information identified from employer contacts as to reasons employment not secured.
 - g) Promote and reinforce the participant's personal responsibility and accountability for obtaining and maintaining employment.

c. JOB READINESS

Job readiness activities include, but are not limited to, activities to help prepare participants to seek and obtain employment.

- i. This component can include activities that help participants:
 - a) Remove personal barriers to seeking, obtaining, and retaining employment and attaining economic self-sufficiency;
 - b) Develop work place maturity including motivation, reliability, punctuality, dependability, responsibility, and pride in work;
 - c) Acquire career awareness knowledge including interests, values, aptitudes, career decision-making, career development and career maturity;
 - d) Develop goal-setting skills;
 - e) Develop decision-making and problem-solving skills;
 - f) Improve self-awareness including self-expectations, self-confidence, and self-esteem; and
 - g) Budget fiscal resources.

The case manager is responsible for helping the participant strategize effective ways of removing his/her barriers to self-sufficiency. This may include, but is not limited to, referral to other programs within DHHS or to other public or private agencies for mental health treatment, substance abuse treatment, rehabilitation services, or programs for dislocated workers, displaced homemakers, domestic violence services, or Vocational Rehabilitation.

- ii. The contractor responsibilities include but are not limited to:

- a) Provide job readiness activities to participants as determined necessary.
- b) Match the level of intensity, and style of activity to best meet participant need.
- c) Provide an environment in the activity component which models behavior and grooming expected in work setting.
- d) Provide pre-employment and work maturity activities.
- e) Provide concentrated and varied methods of decision making and problem solving skill activities in which the participant can demonstrate to the contractor proficiency and growth in these skills.
- f) Be knowledgeable of available community resources in all counties of the state that can assist participants in barrier removal.
- g) Develop with the participant a vision for how being employed will look including transitional pieces such as child care, transportation, budgeting/money management, scheduling of personal meetings and appointments, assisting family members to adjust to the changes of family routines due to employment and career advancement.
- h) Emphasize the importance of and assist participant in identifying and building necessary support systems and resources.
- i) Provide participant with life skills training, communication skills, interpersonal relationship skills, socialization skills, and experiential activities, etc.
- j) Develop participant's conflict resolution skills and ability to positively respond to conflicts in a work setting.

8. C-8 COMMUNITY SERVICE

The Community Service component is a structured program in which the participant performs unpaid work under the auspices of public or nonprofit organizations. Community service programs must be limited to projects that serve a useful community purpose. Community service programs must include structured activities that both provide a community service and also improve the employability of the participant. Community service programs are designed to improve the employability of participants not otherwise able to obtain employment.

The prior training, experience, and job skills of a participant must be taken into account, to the extent possible, in making appropriate community service assignments. DHHS must have a written agreement with the work site. Daily supervision is required. The hours of participation in a community service program must be detailed in the agreement and the Self-Sufficiency Contract.

Short term training or similar activities may be counted as community services as long as such activities are of limited duration and are a necessary or regular part of the Community Service.

The case manager is responsible for determining the maximum number of hours of Community Service allowed for the Employment First participant each month.

a. THE CONTRACTOR RESPONSIBILITIES INCLUDE BUT ARE NOT LIMITED TO:

- i. Work site placements should take into account the participant's interest and skills if possible.
- ii. Provide pre-employment and work maturity skill training as determined necessary prior to work site placement.
- iii. Work site development.
- iv. Develop Community Service Agreement with the work site.
- v. Conduct work site communication.
- vi. Perform work site monitoring and completion of progress notes and attendance records.

9. C-9 VOCATIONAL TRAINING

Vocational training is organized educational programs directly related to the preparation of individuals for employment in current or emerging occupations requiring training. It may consist of both academic and occupational course work. Basic skills education such as work-focused general education and language instruction may be counted as long as it is time-limited and a necessary or regular part of the vocational training. Vocational training programs should be limited to activities that give participants the knowledge and skills to perform a specific occupation. The completion of vocational training leads to the attainment of a certificate, a diploma, or an Associate degree.

Vocational training programs that can be included in the Self-Sufficiency Contract must be for occupations that facilitate economic self-sufficiency. In order for vocational training to be included in the Self-Sufficiency Contract, the participant must demonstrate that the training program will lead to economic self-sufficiency within the individual's time limits. The participant and case manager must have substantiating labor market information.

A vocational training program cannot be included in the Self-Sufficiency Contract if the participant has a skill that can be marketed and can be reasonably expected to provide a wage leading to economic self-sufficiency in the current, area-specific labor market and the participant is physically, mentally and emotionally able to utilize those skills through employment. The case manager may need to assist the participant in this process.

Before vocational training can be approved and included in the Self-Sufficiency Contract, the participant must apply for student financial aid, unless the program is not eligible for student financial aid, or have other financial resources available to pay for the cost of training.

If the participant is ineligible for student financial aid because of a default on a student loan, the Self-Sufficiency Contract cannot contain vocational training until the loan is rehabilitated through arrangements made with the lending institution. The case manager may need to assist the participant in this process.

The cost of vocational training may not be paid with program money except under special circumstances.

In order to ensure that participation in vocational training is meaningful and productive, the participant must be in good standing and making good or satisfactory progress in his/her training program using the educational institution's standard. There must be

demonstrated progress using a qualitative measure (grade point average) and a quantitative measure (time frame within which the individual is expected to complete his/her training program). The Self-Sufficiency Contract must detail the qualitative and quantitative measures. Daily supervision is required.

a. THE CONTRACTOR RESPONSIBILITIES INCLUDE BUT ARE NOT LIMITED TO:

- i. Assess the participant's previous work history, training or education, and basic skill levels to determine the appropriateness of vocational training.
- ii. Evaluate the participant's vocational aptitude and interest using standardized tests.
- iii. Facilitate the participant's exploration of the job requirements, duties, local job market, labor market demand, wages, working conditions, advantages and disadvantages, along with employment opportunities in the field of study selected by the participant.
- iv. Encourage job shadowing of various areas of interest to ensure a better understanding of the field of study, as appropriate.
- v. Access resources to assist participants to successfully complete their vocational goal such as financial aid, tutoring services, mentoring programs, etc.
- vi. Refer the participant to services and resources to alleviate barriers and facilitate successful vocational training experience.
- vii. Monitor the participant's attendance and progress.

10. C-10 Job Skills Training Directly Related To Employment

This is defined as training and education for job skills required by an employer to provide an individual with the ability to obtain employment or to advance or adapt to the changing demands of the workplace. This can include customized training to meet an employer's needs or general training that prepares a participant for employment. This can include literacy instruction or language instruction or barrier-removal activities when such instruction is explicitly focused on skills needed for employment or combined in a unified whole with job training. Daily supervision is required.

It may include short-term training programs or coursework designed to refresh, upgrade, advance, or renew job-related skills. Adult Basic Education (ABE) and English as a Second Language (ESL) courses can count as stand-alone activities, but must be combined with a core activity.

The cost of job skills training may not be paid with program money except under special circumstances.

a. THE CONTRACTOR RESPONSIBILITIES INCLUDE BUT ARE NOT LIMITED TO:

- i. Assess the participants previous work history, training or education, and basic skill levels to determine the appropriateness of job skills training.
- ii. Evaluate the participant's vocational aptitude and interest using standardized tests.
- iii. Facilitate the participant's exploration of the job requirements, duties, local job market, labor market demand, wages, working conditions,

- advantages and disadvantages, along with employment opportunities in the field of study selected by the participant.
- iv. Encourage job shadowing of various areas of interest to ensure a better of understanding of the field of study, as appropriate.
- v. Access resources to assist participants to successfully complete their vocational goal such as financial aid, tutoring services, mentoring programs, etc.
- vi. Refer the participant to services and resources to alleviate barriers and facilitate successful job skills training experience.
- vii. Monitor the participant's attendance and progress.

11. C-11 EDUCATION DIRECTLY RELATED TO EMPLOYMENT

For an individual who has not received a high school diploma or a certificate of high school equivalency, this is defined as education related to a specific occupation, job, or job offer. This may include Adult Basic Education (ABE) which is basic and remedial education designed to help an individual achieve a basic literacy level (i.e. the equivalent of an eighth grade education), and English as a Second Language (ESL), and other courses designed to provide knowledge and skills for specific occupations or work settings. General Educational Development (GED) can be counted when it is required as a prerequisite for employers or an occupation. ABE and ESL courses can count as stand-alone activities, but must be combined with a core activity.

Participants must be in good standing and making good or satisfactory progress using the educational institution's standards. There must be demonstrated progress using a qualitative measure, such as grade point average, and a quantitative measure, such as a time frame within which the individual is expected to complete his/her educational program. The Self-Sufficiency Contract must detail the qualitative and quantitative elements. Daily supervision is required.

a. THE CONTRACTOR RESPONSIBILITIES INCLUDE BUT ARE NOT LIMITED TO:

- i. Enhance participants' understanding of the importance of education.
- ii. Provide participants with information on GED, ABE, ESL, and high school education and assist if needed with enrollment.
- iii. Assist participants in assessing educational needs as it relates to their employment goal.
- iv. Encourage participants to explore additional educational activities to supplement and enhance employment opportunities, which can be engaged in simultaneously with current employment.
- v. Provide participants with additional study time in a structured, supported, and supervised setting.
- vi. Monitor the participant's attendance and progress in the assigned educational activity.

12. C-12 SATISFACTORY ATTENDANCE AT SECONDARY SCHOOL OR IN A COURSE OF STUDY LEADING TO A CERTIFICATE OF GENERAL EQUIVALENCE

This is defined as secondary education, whether an academic or vocational track, the completion of which leads to the attainment of a high school diploma (HSD); or General Educational Development (GED), the completion of which leads to the attainment of a State of Nebraska High School Diploma (certificate of general equivalence).

Participants must be in good standing and making good or satisfactory progress using the educational institution's standards. There must be demonstrated progress using a qualitative measure, such as grade point average, and a quantitative measure, such as a time frame within which the individual is expected to complete his/her educational program. The Self-Sufficiency Contract must detail the qualitative and quantitative measures. Daily supervision is required.

a. THE CONTRACTOR RESPONSIBILITIES INCLUDE BUT ARE NOT LIMITED TO:

- i. Assist participants in assessing educational needs as it relates to their employment goal.
- ii. Monitor the participant's attendance and progress in the assigned educational activity.
- iii. Establish a time frame for completion of the course of study.
- iv. Provide GED participants with additional study time in a structured, supported, and supervised setting.

13. C-13 PROVIDING CHILD CARE SERVICES TO AN INDIVIDUAL WHO IS PARTICIPATING IN A COMMUNITY SERVICE PROGRAM

An individual who is providing child care services to the children of another EF participant to enable him/her to participate in the community service component activity.

This activity must be effective in helping move the child care provider toward economic self-sufficiency. The activity should be made meaningful through training, certification or mentoring, and work towards certification as a child care provider and be a first step toward the participant's employment in the child care field.

The participant may or may not be paid for services rendered. The individual who is participating in the community service component activity is not required to pay the participant for providing the child care services. The participant should be encouraged to apply to DHHS to be an approved provider and receive payment for their services as an approved child care provider. Daily supervision is required.

a. THE CONTRACTOR RESPONSIBILITIES INCLUDE BUT ARE NOT LIMITED TO:

- i. Identifying appropriate placements for EF participants that will move them towards self-sufficiency.
- ii. Assist participant in applying for and becoming an approved or licensed child care provider for DHHS.
- iii. Provide monitoring and documentation regarding participation in this component.

(This component activity is currently not an approved work activity for EF. Bidders are to include how they would implement this activity in the event it is later included.)

14. C-14 POST-SECONDARY EDUCATION

Post-secondary education is a specific educational program at a college or university. The completion of post-secondary education leads to the attainment of a baccalaureate

degree. Post-graduate programs may not be approved in the Self-Sufficiency Contract.

Post-secondary education is limited to that which is directly related to the fulfillment of an individual's occupational goal. Post-secondary education programs that can be included in the Self-Sufficiency Contract must be for occupations that facilitate economic self-sufficiency. In order for post-secondary education to be included in the Self-Sufficiency Contract, the participant must demonstrate that the educational program will lead to economic self-sufficiency within the individual's time limits. The participant and case manager must have substantiating labor market information.

A post-secondary education program cannot be included in the Self-Sufficiency Contract if the participant has a skill that can be marketed and can be reasonably expected to provide a wage leading to economic self-sufficiency in the current, area-specific labor market and the participant is physically, mentally and emotionally able to utilize those skills through employment. The case manager may need to assist the participant in this process.

Before post-secondary education can be approved and included in the Self-Sufficiency Contract, the participant must apply for student financial aid or have other financial resources available to pay for the cost of schooling.

If the participant is ineligible for student financial aid because of a default on a student loan, the Self-Sufficiency Contract cannot contain post-secondary education until the loan is rehabilitated through arrangements made with the lending institution. The case manager may need to assist the participant in this process.

The cost of post-secondary education may not be paid with program money except under special circumstances.

In order to ensure that participation in post-secondary education is meaningful and productive, the participant must be in good standing and making good or satisfactory progress in his/her educational activity using the educational institution's standard. There must be demonstrated progress using a qualitative measure (grade point average) and a quantitative measure (time frame within which the individual is expected to complete his/her educational program). The Self-Sufficiency Contract must detail the qualitative and quantitative measures. Daily supervision is required.

a. THE CONTRACTOR RESPONSIBILITIES INCLUDE BUT ARE NOT LIMITED TO:

- i.** Assess the participants previous work history, training or education, and basic skill levels to determine the appropriateness of post-secondary education.
- ii.** Evaluate the participant's vocational aptitude and interest using standardized tests.
- iii.** Facilitate the participant's exploration of the job requirements, duties, local job market, labor market demand, wages, working conditions, advantages and disadvantages, along with employment opportunities in the field of study selected by the participant.
- iv.** Encourage job shadowing of various areas of interest to ensure a better of understanding of the field of study, as appropriate.

- v. Access resources to assist participants to successfully complete their educational goal such as financial aid, tutoring services, mentoring programs, etc.
- vi. Refer the participant to services and resources to alleviate barriers and facilitate successful post-secondary education experience.
- vii. Monitor the participant's attendance and progress.

15. C-15 EMPLOYMENT AND JOB RETENTION

Employment that achieves the goal of economic self-sufficiency is the ultimate desired outcome of the Employment First program. Employment is defined as an occupation by which a person earns a living. The employment may be full-time or part-time but must be adequate for the family to reach their highest level of economic self-sufficiency possible.

Emphasis must be given to activities that support continued employment. Job retention, as a focus, must be a part of the overall objective of Employment First, and specifically relates as the "next step" for employed participants.

a. THE OBJECTIVES OF EMPLOYMENT/JOB RETENTION ARE:

- i. Employment allows the participant to be independent and assume their responsibility to support their family.
- ii. Work provides financial and emotional rewards.
- iii. A working lifestyle is a rewarding, beneficial and preferred lifestyle.

b. THE CONTRACTOR RESPONSIBILITIES INCLUDE BUT ARE NOT LIMITED TO:

- i. Enhance participants' knowledge, skills and abilities to maintain employment.
- ii. Enhance participants' understanding of their responsibilities, employer expectations, and workplace norms.
- iii. Assist participants in recognizing personal attitudes, behavior, and communication skills that impact job retention.
- iv. Assist participants in developing problem solving skills to prevent job loss.
- v. Develop strategies for overcoming previous employment retention difficulties.
- vi. Support participants' development of work-place maturity.
- vii. Develop participant's skills in developing and maintaining appropriate employee/employer/coworker relationships.
- viii. Assist participants in understanding the rewards and benefits of employment.
- ix. Assist participants in understanding their importance as a role model for their family.
- x. Assist participants with transitions related to money management and budgeting, healthcare resources as they transition off of public assistance.
- xi. Assist participant in developing a plan for career advancement.
- xii. Develop a job retention plan with the participant and monitor for at least twelve (12) months once they are no longer eligible for ADC due to earned income.

- xiii. Encourage continued participant reporting of changes to DHHS during transition period.
- xiv. Track job retention once employed and offer post-employment supports as appropriate.

16. C-16 CASE MANAGEMENT SUPPORT

The Contractor's designated staff will have access to and be required to use DHHS' N-FOCUS computer system for direct input of participant's monthly participation (component activities and hours), educational level attained, service authorizations for supportive services, scanned documents and narratives (case notes) of participant contacts, actions, information, status, etc. The contractor's designated staff's personal computers must be N-FOCUS compatible.

Participant activities, participation, progress, and status will be monitored and recorded. DHHS will keep the contractor's case managers notified of any changes to the participants' status, eligibility or demographics.

All participants' personal information and case records are to be considered confidential information and shall not be shared without authorization from DHHS.

17. C-17 COLLABORATION WITH DHHS

There will be on-going contact between the contractor's case managers and DHHS to keep each other informed of changes and progress through verbal, written and electronic communications.

There shall be at the minimum quarterly meetings with the DHHS' contract management staff and the contractor.

D. IMPLEMENTATION

The Contractor is expected to have the program fully operational by July 1, 2013 to provide EF case management and program services to participants.

E. PARTICIPATION AND ACCOUNTABILITY

1. E-1 PARTICIPATION RATES

	ALL FAMILIES	ALL FAMILIES	TWO-PARENT FAMILIES	TWO-PARENT FAMILIES
Federal Fiscal Year Ending September 30	Minimum Participation Rate for Entire Caseload	Minimum Hours of Participation per Week per Participant	Minimum Participation Rate for Entire Caseload	Minimum Hours of Participation per Week Combined
2013	50%	30	90%	35
2014	50%	30	90%	35
2015	50%	30	90%	35
2016	50%	30	90%	35
2017	50%	30	90%	35
2018	50%	30	90%	35

A minimum of 50% participation rate must be met for all families. To be counted toward meeting the participation rate for approved work activities each individual must have

participated 100% of the minimum hours required. It is the contractor's responsibility to ensure the participant is participating at the rate indicated in their Self-Sufficiency Contract. Contractors are required to meet any changes in the federal participation rate during the course of the contract period.

2. E-2 CONTACT

Contact of referrals is required to be made within five (5) workdays of receipt of the referral at least ninety-five percent (95%) of the time.

3. E-3 ACCOUNTABILITY

- a. The contractor must meet the following standards at least ninety percent (90%) of the time:
 - i. Engage all referred participants in a service plan, including activities appropriate to the individual strengths, challenges, and background of the participant.
 - ii. Provide services, training and support to the participant as required by their current service plan.
 - iii. Document and verify their contacts with the participant.
 - iv. Document and verify the activities of the participant based on the individual service plan.

Contractor staff will attend training sponsored by DHHS that pertains to Employment First programs and processes, information sharing sessions designed to strengthen the working relationship between DHHS and contractor's staff, and consultation meetings targeted at specific participant issues. Consultation meetings regarding specific participant services between DHHS staff and contractor's staff providing services will be as often as needed, but at a minimum quarterly. Contractor's staff will participate in mediation and or administrative appeal proceedings if required.

DHHS will be using Fiscal Year 2013 to provide the foundation for Results Based Accountability for all the DHHS contracts. The goal is to use this Fiscal Year to develop the points below so that when contracts are being prepared for Fiscal Year 2014, all the performance measures and reporting strategies are in place.

- b. DHHS and the Contractor will:
 - i. Develop performance measures for outcomes that are aligned with our Child and Family Services Review Protocol;
 - ii. Develop and adopt continuous improvement strategies for services performed and outlined in this Contract;
 - iii. Simplify and make efficient the performance reporting requirements;
 - iv. Develop a schedule for desk audit/field audit over the contract year; and
 - v. Develop a regular feedback loop with the Contractor for ideas to improve the system and discuss what DHHS and Contractor can do collaboratively to improve the overall system.

All five (5) Results Based Accountability expectations will be completed no later than sixty (60) days prior to the Fiscal Year 2014 renewal process.

DELIVERABLES CHART

Understanding of Project Requirements	
IV.A. Overview	
P. R. 1	Describe the bidder's experience in providing employment related services to low-income individuals.
Bidder Response:	
	Describe the bidder's process for assuring staff have knowledge of current Employment First program rules & requirements.
Bidder Response:	
P. R. 2	Describe the bidder's experience and efforts in building partnerships with community providers or sub-contractors.
Bidder Response:	
P. R. 3	Describe the bidder's 'gatekeeper' position to assign all individuals referred for Employment First services.
Bidder Response:	
IV.B. Purpose of Request	
P. R. 4	Describe the bidder's understanding of the purpose of Employment First.
Bidder Response:	
P. R. 5	Describe the bidder's plan to accommodate the needs for open entry enrollment and immediate access to services you'll provide.
Bidder Response:	
IV.C. Project Requirements	
P. R. 6	Describe the bidder's plan or experience to assure meeting the objectives of orientation, including the method of delivery.
Bidder Response:	
P. R. 7	Describe how the bidder's plan or experience to assure that each participant will have complete assessment of strengths and barriers to their becoming self-sufficient.
Bidder Response:	
P. R. 8	Describe the bidder's process by which the participant assessment information will be utilized in developing an individualized service plan for each participant.
Bidder Response:	
P. R. 9	Describe the bidder's plan or experience to assure that services required by participants are coordinated with other providers and/or provided timely.
Bidder Response:	
P. R. 10	Describe the bidder's plan or experience to assure that staff will have a complete understanding of Orientation. Include each of the six (6) objectives and seven (7) responsibilities listed in part IV.C1.
Bidder Response:	

Understanding of Project Requirements	
IV.C. Project Requirements, Cont.	
P. R. 11	Describe the bidder's plan or experience to assure that staff will have a complete understanding of the assessment process. Include each of the five (5) objectives and thirteen (13) responsibilities listed in part IV.C1.
Bidder Response:	
P. R. 12	Describe the bidder's plan or experience to assure that staff will have a complete understanding of Case Management and Service Coordination. Include each of the

	seven (7) objectives and nineteen (19) responsibilities listed in part IV.C2.
Bidder Response:	
P. R. 13	Describe the bidder's plan or experience to assure that staff will have a complete understanding of Unsubsidized Employment - Microbusiness. Include each of the one (1) objectives and twelve (12) responsibilities listed in part IV.C3a.
Bidder Response:	
P. R. 14	Describe the bidder's plan or experience to assure that staff will have a complete understanding of Apprenticeship. Include of the three (3) responsibilities listed in part IV.C3b.
Bidder Response:	
P. R. 15	Describe the bidder's plan or experience to assure that staff will have a complete understanding of Subsidized Employment as described in part IV.C4.
Bidder Response:	
P. R. 16	Describe the bidder's plan or experience to assure that staff will have a complete understanding of Work Experience. Include each of the four (4) objectives and eight (8) responsibilities listed in part IV.C5.
Bidder Response:	
P. R. 17	Describe the bidder's plan or experience to assure that staff will have a complete understanding of On the Job Training. Include each of the ten (10) objectives and nine (9) responsibilities listed in part IV.C6.
Bidder Response:	
P. R. 18	Describe the bidder's plan or experience to assure that staff will have a complete understanding of Job Search and Job Readiness. Include each of the seven (7) responsibilities listed in part IV.C7a&b.
Bidder Response:	
P. R. 19	Describe the bidder's plan or experience to assure that staff will have a complete understanding of Community Service. Include each of the six (6) responsibilities listed in part IV.C8.
Bidder Response:	
P. R. 20	Describe the bidder's plan or experience to assure that staff will have a complete understanding of Vocational Training. Include each of the seven (7) responsibilities listed in part IV.C9.
Bidder Response:	
P. R. 21	Describe the bidder's plan or experience to assure that staff will have a complete understanding of Job Skills Training Directly Related to Employment. Include each of the seven (7) responsibilities listed in part IV.C10.
Bidder Response:	
P. R. 22	Describe the bidder's plan or experience to assure that staff will have a complete understanding of Education Directly Related to Employment. Include each of the six (6) responsibilities listed in part IV.C11.
Bidder Response:	
P. R. 23	Describe the bidder's plan or experience to assure that staff will have a complete understanding of Satisfactory Attendance at Secondary School or in a course of Study Leading to a Certificate of General Equivalence. Include each of the four (4) responsibilities listed in part IV.C12.
Bidder Response:	
P. R. 24	Describe the bidder's plan or experience to assure that staff will have a complete understanding of Providing Child Care Services to an Individual Who is Participating in a Community Service Program. Include each of the three (3) responsibilities listed in part IV.C13. (Please refer to note regarding availability of this activity.)
Bidder Response:	

P. R. 25	Describe the bidder's plan or experience to assure that staff will have a complete understanding of Post-Secondary Education. Include each of the seven (7) responsibilities listed in part IV.C14.
Bidder Response:	
P. R. 26	Describe the bidder's plan or experience to assure that staff will have a complete understanding of Employment and Job Retention. Include each of the three (3) objectives and fourteen (14) responsibilities listed in part IV.C15.
Bidder Response:	
P. R. 27	Describe the bidder's plan for or experience in monitoring the daily activities of participants engaged in the listed Work Activities.
Bidder Response:	
P. R. 28	Describe the bidder's plan for or experience in verifying participants' daily hours of engagement in the listed Work Activities.
Bidder Response:	
P. R. 29	Describe the bidder's efforts and experience in supporting the continued employment of those participants who have reached their highest level of self-sufficiency possible through employment.
Bidder Response:	
P. R. 30	Describe the bidder's experience in utilizing computer systems that may be used in recording participant information and reporting such information to DHHS.
Bidder Response:	
P. R. 31	Describe the bidder's plan for assuring the program will be fully operational by July 1, 2013.
Bidder Response:	
P. R. 32	Describe the bidder's efforts or experience in assuring Employment First participants meet the Federal required Work Participation Rate listed in part IV.E1.
Bidder Response:	
P. R. 33	Describe the bidder's efforts or experience in assuring all referred individuals will be contacted within five (5) days as outlined in part IV.E2.
Bidder Response:	
P. R. 34	Describe the bidder's efforts or experience in assuring that they meet accountability requirements for each Employment First participant. Include each of the four (4) requirements listed in part IV.E3.
Bidder Response:	

F. REPORTING AND MONITORING

The contractor is expected to adhere to all relevant State and Federal laws, rules and regulations, certifications and assurances, and required reports in the provision of Employment First services.

The contractor is expected to submit all required administrative and program reports in the format and timeline established by DHHS. Standard verification procedures will be required in accordance with federal and state regulations.

The contractor shall maintain and make available with reasonable notice to DHHS or its designee all books, records, compilation of data, and reports which pertain to the provision of services, participant involvement and other requirements.

Monitoring by DHHS staff will be done in the areas of compliance, performance, achievement of goals, objectives in service levels, and financial reporting to ensure that funds are expended legally, properly and efficiently.

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:

A. TECHNICAL PROPOSAL

The Technical Proposal shall consist of four (4) sections:

1. SIGNED "State of Nebraska Request For Proposal For Contractual Services" form;
2. Executive Summary;
3. Corporate Overview; and
4. Technical Approach.

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 and certifies bidder maintains a drug free work place environment.

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

2. EXECUTIVE SUMMARY

The Executive Summary shall condense and highlight the contents of the solution 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 problems being addressed by implementing a new system, the objectives and intended results of the project, and the scope of 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.

3. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

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

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.

d. OFFICE LOCATION

The bidder's office locations 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 ten (10) 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 or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past ten (10) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past ten (10) years, including the other party's name, address and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past ten (10) years, so declare.

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

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder must address the following:

- i. Bidder must provide narrative descriptions to highlight the similarities between their experience and this Request for Proposal. These descriptions must include:
 - a) the time period of the project;
 - b) the scheduled and actual completion dates;
 - c) the contractor's responsibilities;
 - d) for reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number and e-mail address); and
 - e) each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.
- iii. If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the contractors above. In addition, subcontractors shall identify what share of contract

costs, project responsibilities, and time period were performed as a subcontractor.

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

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

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

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

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

j. SUBCONTRACTORS

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

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

4. TECHNICAL APPROACH

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

- a.** understanding of the project requirements;
- b.** proposed development approach;
- c.** technical considerations;
- d.** detailed project work plan
- e.** training of staff
- f.** education/experience minimums for direct case management/service coordination staff
- g.** roster of proposed staff by position, salary level (including benefits) and full-time equivalents (FTE's)
- h.** provide a description of the major activities related to the start-up of the program and the corresponding time frames, in sequential order beginning with

contract initiation date (please include charts in weeks). Program must be operational and provide services no later than July 1, 2013.

- i. explain how the quality and effectiveness of the program will be determined.
- j. deliverables and due dates.

B. COST PROPOSAL REQUIREMENTS

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

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

1. PRICING SUMMARY

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

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

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

Form A

Bidder Contact Sheet

Request for Proposal Number 4217Z1

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

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

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

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

Form B

Cost Sheet – Budget Summary

Request for Proposal Number 4217Z1

Category	Total Cost	2013-2014	2014-2015	2015-2016	2016-2017	2017-1028
A. Personnel Services						
B. Contracts & Consultants						
C. Operations						
D. Travel						
E. Capital Outlays						
F. Other Expenses						
Total						