

**State of Nebraska State Purchasing Bureau  
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

**RETURN TO:**  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508  
402-471-6500

<b>SOLICITATION NUMBER</b>	<b>RELEASE DATE</b>
RFP 5948 Z1	October 23, 2018
<b>OPENING DATE AND TIME</b>	<b>PROCUREMENT CONTACT</b>
December 3, 2018 2:00 p.m. Central Time	Nancy Storant/Annette Walton

**PLEASE READ CAREFULLY!  
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 5948 Z1 for the purpose of selecting a qualified Bidder to provide an Aging Information System Software Solution. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be four (4) years commencing upon execution of the contract by the State and the Bidder (Parties) notice to proceed. The Contract includes the option to renew for two (2) additional three (3) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

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

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the RFP, and the successful bidder's proposal or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this RFP will be posted to the State Purchasing Bureau public website.

**These postings will include the entire proposal or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.**

If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

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

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

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

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

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

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

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

**Amendment:** A written correction or alteration to a document.

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

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

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

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

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

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

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

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

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

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

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

**Change Order:** Document that provides amendments to an executed purchase order or contract.

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

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

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

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

**Confidential Information:** Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In

accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

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

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

**Contract Award:** Occurs upon execution of the State document titled "Service Contract Award" by the proper authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Interested Party:** A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Point of Contact (POC):** The person designated to receive communications and to communicate.

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

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

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

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

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

**Proposal:** See Bid/Proposal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Statutory:** These clauses are controlled by state law and are not subject to negotiation.

**Subcontractor:** Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor.

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

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

**Third Party:** Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

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

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

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

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

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

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

**Work Day:** See Business Day.

## ACRONYMS

**AAA:** Area Agencies on Aging.

**ACL:** Administration for Community Living.

**ADL:** Activities of Daily Living.

**ADRC:** Aging and Disability Resource Center.

**AIRS:** Alliance of Information Referral System.

**AOA:** Administration On Aging.

**AP:** Aging Partners also known as "LAAA - Lincoln Area Agency on Aging".

**API:** Application Programming Interface.

**ARC:** Organization that advocates for individual with Intellectual/Developmental Disabilities and their families.

**BAA:** Business Associate Agreement.

**CASA:** Community Aging Services Act.

**COTS:** Commercial Off-The-Shelf.

**DBMS:** Database Management System.

**DDI:** Design, Development and Implementation.

**DETERMINE:** Assessment tool to evaluate nutrition risk - Disease, Eating poorly, Tooth loss/mouth pain, Economic hardship, Reduced social contact, Multiple medicines, Involuntary weight loss/gain, Needs assistance in self-care, Elder years above 80.

**DHHS:** Department of Health and Human Services.

**DSDD:** Detailed System Design Document.

**ENHSA:** Eastern Nebraska Health Services Agency.

**ENOA:** Eastern Nebraska Office on Aging.

**EOB:** Explanation Of Benefits.

**EPL:** Electronic Project Library.

**EVV:** Electronic Visit Verification.

**FAQ:** Frequently Asked Questions.

**FIPS:** Federal Information Processing Standards.

**I&R:** Information and Referral.

**IADL:** Instrumental Activities of Daily.

**InterRAI:** Assessment Instrument.

**IS&T:** Information Systems and Technology, a department within DHHS.

**IT:** Information Technology.

**JAD:** Joint Application Development.

**KPI:** Key Performance Indicators.

**LAAA:** Lincoln Area Agency on Aging, also known as "Aging Partners".

**LDAP:** Lightweight Directory Access Protocol

**LTCOP:** Long Term Care Ombudsman Program.

**NACSP:** Native American Caregiver Support Program.

**NAMIS:** Nebraska Aging Management Information System.

**NAPIS:** National Aging Program Information System.

**NDC:** Nebraska Directory Services.

**NFCSP:** National Family Caregiver Support Program.

**NSIP:** Nutrition Services Incentive Program.

**NIST:** National Institute of Standards and Technology.

**NORS:** National Ombudsman Report System.

**NWD:** No Wrong Door.

**O&M:** Operations And Maintenance.

**OAA:** Older Americans Act.

**ODBC:** Open database Connectivity Standard.

**PSA:** Planning and Service Area.

**PTI:** An organization that provides resources and support for families of children with disabilities and special health care needs.

**RDBMS:** Relational Data Base Management System.

**RVD:** Requirements Validation Document.

**SAMS:** Software distributed by Medware.

**SCSEP:** Senior Community Services Employment Program.

**SDLC:** Software Development Life Cycle.

**SIS:** Supports Intensity Scale.

**SLUMS:** St. Louis University Mental Status.

**SPR:** State Program Report.

**SUA:** State Unit on Aging. (Also called "The Unit".)

**Unit:** State Unit on Aging. (Also called "SUA".)

**UPT:** Smartcard.

**UTC:** Coordinated Universal Time.

**XML:** Extensible Markup Language.

## **I. PROCUREMENT PROCEDURE**

### **A. GENERAL INFORMATION**

The RFP is designed to solicit proposals from qualified Bidders who will be responsible for providing a an Aging Information System Software Solution addressing the client services, care and case management, funding splits, administration requirements, and federal reporting requirements at a competitive and reasonable cost.

Proposals shall conform to all instructions, conditions, and requirements included in the RFP. Prospective bidders are expected to carefully examine all documents, schedules, and requirements in this RFP, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the RFP.

### **B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS**

Procurement responsibilities related to this RFP reside with the State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

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

From the date the RFP is issued until the Intent to Award is issued, communication from the Bidder is limited to the POC listed above. After the Intent to Award is issued, the Bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this RFP. The POC will issue any clarifications or opinions regarding this RFP in writing. Only the buyer can modify the RFP, answer questions, render opinions, and only the SPB or awarding agency can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this RFP.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the RFP POC; and
3. Contact required for negotiation and execution of the final contract.

*The State reserves the right to reject a bidder's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.*

**C. SCHEDULE OF EVENTS**

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release RFP	October 23, 2018
2.	Last day to submit written questions	November 2, 2018
3.	State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	November 14, 2018
4.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	December 3, 2018 2:00 PM Central Time
5.	Review for conformance to RFP requirements	December 3, 2018
6.	Evaluation period	December 10, 2018 through December 21, 2018
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Intent to Award" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	January 23, 2019
9.	Contract finalization period	January 23, 2019 through February 28, 2019
10.	Contract award	March 1, 2019
11.	Contractor start date	March 1, 2019

**D. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any RFP provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 5948 Z1; Aging Information System Software Solution Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

It is preferred that questions be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov), but may be delivered by hand or by U.S. Mail. It is recommended that Bidders submit questions using the following format.

RFP Section Reference	RFP Page Number	Question

Written answers will be posted at <http://das.nebraska.gov/materiel/purchasing.html> per the Schedule of Events.

**E. PRICES**

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until the contract terminates or expires.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

**F. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)**

All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

**G. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject bids, withdraw an intent to award or award, or terminate a contract if a bidder commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a proposal on behalf of another Party or entity; and
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State.

The Bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the Bidder throughout the bidding process, and throughout the term of this contract for the successful Bidder and their subcontractors.

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

The requirements contained in the RFP become a part of the terms and conditions of the contract resulting from this RFP. Any deviations from the RFP in Sections II through VI 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 RFP, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

**I. SUBMISSION OF PROPOSALS**

Bidders should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted, the State will retain one copy marked "ORIGINAL" and destroy the other copies. The Bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Bidder Contact Sheet". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. on the face of each container or bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The RFP number should be included in all correspondence.

Emphasis should be concentrated on conformance to the RFP 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 the State reserves the right to reject the proposal as non-conforming.

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP.

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

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 should 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 should 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.

**J. BID PREPARATION COSTS**

The State shall not incur any liability for any costs incurred by Bidders in replying to this RFP, including any activity related to bidding on this RFP.

**K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL**

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

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; and
6. 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.

**L. BID CORRECTIONS**

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

**M. LATE PROPOSALS**

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the bidder and at bidder's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

**N. PROPOSAL OPENING**

The opening of proposals will be public and the bidders will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Vendors may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

**O. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS**

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections II through VI;
5. Completed Business Requirements Attachment B;
6. Completed Technical Requirements, Attachment D
7. Completed Technical Approach; and
8. Completed State Cost Proposal, Attachment A.

**P. EVALUATION COMMITTEE**

Proposals are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

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

**Q. EVALUATION OF PROPOSALS**

All proposals that are responsive to the RFP will be evaluated. Each evaluation category will have a maximum 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. Corporate Overview should include but is not limited to:
  - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the RFP;
  - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
  - c. whether the bidder can perform the contract within the specified time frame;
  - d. the quality of bidder performance on prior contracts;

- e. such other information that may be secured and that has a bearing on the decision to award the contract;
2. Business Requirements Attachment B;
3. Technical Requirements Attachment D;
4. Technical Approach; and,
5. Cost Proposal Attachment A.

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

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

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

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

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

Evaluation criteria points will be released with the RFP.

#### **R. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS**

The State may determine after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required. Every bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. 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, identified in their proposal, 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. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their proposals.

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

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.

**S. BEST AND FINAL OFFER**

If best and final offers (BAFO) are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. 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.

**T. REFERENCE AND CREDIT CHECKS**

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this RFP, 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. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

**U. AWARD**

The State reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the RFP process, the State of Nebraska may take one or more of the following actions:

1. Amend the RFP;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's RFP process and in bidder proposals that are not material, do not compromise the RFP process or a bidder's proposal, and do not improve a bidder's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the RFP;
7. Elect to rebid the RFP;
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

The RFP does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

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

**II. TERMS AND CONDITIONS**

**Bidders should complete Sections II through VII as part of their proposal.** Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder’s commercial contracts and/or documents for this RFP.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder’s proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State’s clause shall control.

**A. GENERAL**

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

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor’s proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable ; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

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

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

**B. NOTIFICATION**

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

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract 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 below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

Vendor Contract Manager
Vendor
Vendor Street Address
Vendor City, State, Zip

**C. GOVERNING LAW (Statutory)**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

**D. BEGINNING OF WORK**

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

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

**E. CHANGE ORDERS**

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

For all changes, the Contractor shall follow the Change Control Plan set forth in Section V.1.d.v. Any in-scope changes will require a written change order that will generate an Amendment to the contract. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

**F. NOTICE OF POTENTIAL CONTRACTOR BREACH**

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

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**G. BREACH**

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the 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.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

**H. NON-WAIVER OF BREACH**

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

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

**I. SEVERABILITY**

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

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

**J. INDEMNIFICATION**

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

**1. GENERAL**

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party 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 for personal injury, death, or property loss or damage, 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, resulting from this contract, 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, including subcontractor's and their employees, provided by the Contractor.

**4. SELF-INSURANCE**

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

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

**K. ATTORNEY'S FEES**

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.

**L. ASSIGNMENT, SALE, OR MERGER**

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

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in

the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

**M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS**

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

**N. FORCE MAJEURE**

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

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

**O. CONFIDENTIALITY**

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

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

It is incumbent upon the Parties to inform their 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 by 5 U.S.C. 552a (m)(1), provides that any officer or employee, 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.

**P. OFFICE OF PUBLIC COUNSEL (Statutory)**

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

**Q. LONG-TERM CARE OMBUDSMAN (Statutory)**

Contractor must comply with the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.

**R. EARLY TERMINATION**

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**S. CONTRACT CLOSEOUT**

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

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

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

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor’s representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

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

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

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

1. Any and all pay, benefits, and 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 that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor’s employees.
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor’s employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder’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.

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

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

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

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

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

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

The completed United States Attestation Form should be submitted with the RFP response.

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

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)**

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

**D. COOPERATION WITH OTHER CONTRACTORS**

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

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

**E. PERMITS, REGULATIONS, LAWS**

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

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

**F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

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

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

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

**G. INSURANCE REQUIREMENTS**

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

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within five (5) years of termination or expiration of the contract, the contractor shall obtain an extended discovery

or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and five (5) years following termination or expiration of the contract.

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.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

**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. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

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

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

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

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

**3. EVIDENCE OF COVERAGE**

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Department of Health and Human Services  
State Unit on Aging  
Medicaid and Long Term Care  
Attn: Contract Manager  
PO Box 95026  
Lincoln, NE 68509

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.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**4. DEVIATIONS**

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

**H. ANTITRUST**

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

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

**I. CONFLICT OF INTEREST**

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

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

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

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

**J. STATE PROPERTY**

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

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

**K. SITE RULES AND REGULATIONS**

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

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

**L. ADVERTISING**

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

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

**M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)**

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

**N. BUSINESS CONTINUITY/DISASTER RECOVERY**

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

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

Additional requirements for the Business Continuity/Disaster Recovery Plan included in Section V.E.1.8.

**O. DRUG POLICY**

<b>Accept (Initial)</b>	<b>Reject (Initial)</b>	<b>Reject &amp; Provide Alternative within RFP Response (Initial)</b>	<b>NOTES/COMMENTS:</b>

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.

**IV. PAYMENT**

**A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)**

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

**B. TAXES (Statutory)**

The State is not required to pay taxes 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.

**C. INVOICES**

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment.

Administrator - State Unit on Aging  
 301 Centennial Mall S.  
 Lincoln, NE 68508

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.

**D. INSPECTION AND APPROVAL**

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

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

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

**E. PAYMENT**

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

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) 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 of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

**G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS**

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

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. 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.

**H. RIGHT TO AUDIT (First Paragraph is Statutory)**

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

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor

will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

## V. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder should provide the following information in response to this RFP.

### A. PROJECT OVERVIEW

The Nebraska Department of Health and Human Services is soliciting bids for an Aging Information System Software Solution addressing the client services, care and case management, funding splits, administration requirements, and federal reporting requirements. This project will be funded with a combination of federal and state funds. The State requires a bidder hosted solution for the following:

1. Replacement of the current agency developed software; Nebraska Aging Management Information System (NAMIS);
2. Case management and services for aged and disabled clients;
3. Information & referral database for employee and public use; and
4. (Optional) Ombudsman Access database utilized by the State Long-Term Care Ombudsman.

The Nebraska Department of Health and Human Services organizational structure is provided online:

<http://dhhs.ne.gov/Pages/orgstructure.aspx>

5. The State Unit on Aging (SUA) is located within the Division of Medicaid and Long-Term Care.
  - a. The Nebraska SUA ensures that Nebraska's elders have access to the supportive services necessary to live with dignity, security, and independence. Funded by the Older Americans Act (OAA) competitive Federal grants, the Nebraska Community Aging Services Act and the Nebraska Department of Health and Human Services, the SUA has broad responsibilities for addressing the concerns of aging Nebraskans. Headed by an Administrator and guided by a twelve-person, governor-appointed advisory committee, the SUA is responsible for the planning, development, and administration of programs as outlined in the OAA. In doing so, the SUA administers OAA programs for supportive services (in-home services, access services), legal services (fraud prevention, financial advice), and nutrition services (home delivered meals, congregate meals, education, counseling). It also administers programs that provide senior community employment, legal services, and respite care for caregivers. In accordance with the OAA, the SUA developed a four (4) year State Plan on Aging. The current version can be found online at:

<http://dhhs.ne.gov/medicaid/Aging/Documents/AgingServicesStatePlanFY2015-FY2019.pdf>

For more information please visit the SUA's website located at:

<http://dhhs.ne.gov/medicaid/Aging/Pages/AgingHome.aspx>

- b. SUA issues grants and subawards of state and federal funds to the eight Area Agencies on Aging (AAA), and a handful of non-profits, in Nebraska to support local programs and services. With the assistance of community partners and advisory groups, each AAA determines needs and develops a plan to provide an appropriate array of services for its aging population. The SUA works closely with the aging network to provide these services. Partners include Nebraska's AAA, senior centers, Medicaid, the State Long-Term Care Ombudsman, the Office of the Public Guardian, and many others who provide services to older adults. Federal reports regarding units of service and funds expended are produced based on these funds and programs.
- c. In 2016, the SUA and AAAs implemented three Aging and Disability Resource Center (ADRC) demonstration projects. This was an expansion of collaborative efforts with the disability network. The ADRC became permanent in 2018. The ADRC is part of a No Wrong Door (NWD) model. An ADRC service directory was launched in September, 2015. <http://nebraska.networkofcare.org/aging/>
  - i. A referral dashboard is used by Options Counselors with the Information & Referral database through the Trilogy's Network of Care™.
- d. The OAA promotes the well-being of older individuals by providing services and programs designed to help them live independently in their homes and communities.
  - ii. At the Federal level, the Administration for Community Living, Administration on Aging (ACL/AoA), awards funds for nutrition and supportive home and community-based services to 56 SUAs, 629 AAAs, 244 Tribal organizations, and 2 Native Hawaiian organizations. In addition, funds are awarded for disease prevention/health promotion services, elder rights programs (long-term care ombudsman program, legal services, and elder abuse prevention efforts), the National

Family Caregiver Support Program (NFCSP) and the Native American Caregiver Support Program (NACSP).

- iii. Nebraska receives federal formula grants, awarded through the OAA: Title III-B, III-C, III-D, III-E, Title VII, and Title IV. Nebraska also receives Title V funding through a federal grant through the US Department of Labor, Senior Community Services Employment Program (SCSEP).
- iv. OAA funding for programs is allocated to each State based primarily on the number of persons 60 years of age and over (70 years of age and older for the NFCSP) in the state.
- e. Nebraska funds a separate care management service through legislative appropriation. This program has similar, but more stringent and detailed, reporting requirements than the OAA case management service.
- f. Nebraska funds programs through the Community Aging Services Act (CASA). This funding is used to supplement OAA programs.
- g. In Nebraska, the SUA grants funds to the AAA designated for each Planning and Service Area (PSA). The AAA determines the needs of older persons in the PSA and works to address those needs through the funding of local services and through advocacy. The ACL/AoA grants funds directly to Federally Recognized Tribal Organizations based on the number of Tribal elders who are 60 years of age and older. See AAA map online: [http://dhhs.ne.gov/medicaid/Aging/Documents/aging\\_regionsoffices.pdf](http://dhhs.ne.gov/medicaid/Aging/Documents/aging_regionsoffices.pdf)
  - i. Services in all 93 counties:
    - a) In home services to more than 35,000 seniors,
    - b) Caregiver services,
    - c) Programs at about 200 Senior Centers,
    - d) Provide more than 1,500,000 congregate and home delivered meals,
    - e) Provide 60,000 hours of care/case management to older adults,
    - f) Provide 150,000 one-way trips transportation and assisted transportation services,
    - g) Support more than 325,000 Information and Assistance inquiries, and
    - h) Provide more than 9,000 emergency response client months in a year.
  - ii. Structure:
    - a) North East Nebraska AAA,
    - b) South Central Nebraska AAA,
    - c) Midland AAA,
    - d) Blue Rivers AAA,
    - e) West Central Nebraska AAA,
    - f) Aging Office of Western Nebraska,
    - g) Lincoln AAA, dba Aging Partners (acronym is LAAA or AP), in Lincoln, is run by the City of Lincoln;
    - h) Eastern Nebraska Area Agency on Aging (ENOA), in Omaha, is part of Eastern Nebraska Health Services Agency (ENHSA).
- h. AAAs submit two, three, or four year area program plans and an annual budget to the SUA.
  - i. SUA Staff review program content, descriptions, & budgets. Approvals and subawards are issued by the SUA to each AAA for programs funded through Federal and State funds.
  - ii. Funding oversight by the State of the AAAs is a combination of Federal and State appropriations. A funding formula is applied to Federal and State funds, based on OAA guidelines and priorities. The basics include: persons over 60 and over 75, incorporating Poverty, and Minority statistics by service area.
  - iii. Local funding includes a wide variety of City, County, Nebraska Department of Transportation Medicaid Waiver, grants, and local donations.
  - iv. Nebraska offers services through the AAA <http://nebaaaa.org/>, and DHHS, Medicaid & Long-Term Care, Medicaid Waiver [http://dhhs.ne.gov/medicaid/Pages/medicaid\\_index.aspx](http://dhhs.ne.gov/medicaid/Pages/medicaid_index.aspx)
- i. The Aging State Plan, Benefits Resource Guide, and Nebraska Senior Center list is located online at <http://dhhs.ne.gov/medicaid/Aging/Pages/HelpfulDocsVids.aspx>

- j. The State Service Taxonomy, Aging regulations, and NSIP Reporting forms are located online at <http://dhhs.ne.gov/medicaid/aging/pages/Resources.aspx>.
  - k. The AAA's Area Plans are located online at <http://dhhs.ne.gov/medicaid/Aging/Pages/Financial-Program-Data.aspx>
6. The State Long-Term Care Ombudsman serves clients living in congregate settings, including nursing homes, assisted living, veteran's homes, and similar group home settings. More information can be found online at: <http://dhhs.ne.gov/Pages/ltcOmbudsman.aspx>

## B. PROJECT ENVIRONMENT

Nebraska covers two time zones. All times of availability described within the proposal must be provided for Central Time (CT) and Mountain Time (MT). Core hours of operation are 8am-5pm CT.

The State is soliciting bids for software to meet the needs of the SUA, the AAA, and a public service directory,

The service component environments are as follows:

1. The SUA utilizes software (NAMIS) built by DHHS staff in the 1990s. The platform is Microsoft Visual Basic 6. Microsoft Visual Basic 6 is no longer supported. Staff with historical background and experience are no longer on the team supporting this software. NAMIS is utilized by each of the 8 AAAs, and the SUA. The software provides reporting of service units and program costs to fulfil the federal reporting requirements.
  - a. All of the AAAs utilize NAMIS. Six use it exclusively. All in-house Microsoft Excel spreadsheets are utilized to track clients and services.
  - b. ENOA (Omaha area) utilizes Mediware® for home delivered meal routing. Duplicate entry is made into NAMIS to meet state reporting requirements. ENOA uses NAMIS for all other program activities.
  - c. Aging Partners (Lincoln area) utilize Mediware® for most case and care management activities. Duplicate entry is made into NAMIS to meet state reporting requirements. Aging Partners is currently using the SAMS (case management) and Information & Referral modules.
2. The State Long-Term Ombudsman utilizes a Microsoft Access database, developed in-house, for Ombudsman program tracking. The State is looking into an Optional Long-Term Ombudsman Database, please see Attachment C.
3. AAAs are Medicaid Waiver service providers. The Nebraska Division of Medicaid and Long-Term Care oversees the Medicaid Home and Community Based Waiver program. Staff currently utilizes a public assistance system.
4. Trilogy's Network of Care product has a public component and an internal staff component. The public component is a website for the ADRC/NWD pilot project. The address is: <http://nebraska.networkofcare.org/aging>. The SUA provides content input, approves updates, and Trilogy Network of Care manages the website. Two of the website features include an online personal health record and an online provider service directory. Any member of the public with an email address can create a personal health record using the Trilogy Network of Care Software. It allows a person to securely store health history, patient preferences, and upload important documents.

The public service directory provides a list of approximately 1,500 agencies and programs organized following Alliance of Information and Referral Systems (AIRS) taxonomy. An agency listing includes hours of operation, contact information (phone number, email, website, etc.), address, services provided, target populations, and a brief description of the agency or program. The State is responsible for managing the content, and receives Microsoft Excel workbooks with a "database dump" for easy checking. There is also a public feedback option that allows any member of the public to make an addition or edit suggestion to be reviewed by the State and approved or denied.

The internal staff component is tied to the public service directory. It is an internal dashboard that allows ADRC/NWD staff members to record Information & Referral (I&R) and Options Counseling client contacts. Referrals are made and tracked using the same service directory database that the public website utilizes.

## C. SCOPE OF WORK REQUIREMENTS

Nebraska is soliciting bids for an Aging Information System Software Solution addressing the client services, care and case management, funding splits, administration requirements, and federal reporting requirements.

## D. TECHNICAL REQUIREMENTS

### 1. FUNCTIONAL REQUIREMENTS

The proposed System must meet the Business Requirements per Attachments B.

The system will comply with State and Federal requirements, including but not limited to the Older Americans Act, Nebraska Revised Statutes 68-1107, 68-1111 to 68-1119; 81-2201 to 81-2228, 81-2229-2235, 2237 – 2263, and Nebraska Administrative Code, Title 15, . Significant changes that are required in order to comply with new regulations will be addressed through the change control process identified in this RFP. Smaller changes will be considered to be part of the Operations and Maintenance responsibilities of the contractor. Any applicable requirements that are published and publicly available at the time of proposal submission, including requirements with a future effective date (albeit within the contract term) will be considered included in the contract scope and the State will not agree to any additional charges or costs to comply with these requirements.

### 2. SYSTEM USERS

The solution must allow for 150 to 250 users across the, SUA, IS&T team, and AAA teams to access the current system without negatively impacting performance.

### 3. SYSTEM PRIVACY

The solution must comport with all applicable laws and regulations regarding privacy, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA), and the provisions contained in the Business Associate Agreement Provisions – Attachment

In the provision of any service under this contract, the Contractor must comply with all applicable law, including but not limited to federal and state: statutes, rules and regulations, and guidance documents. Compliance includes, but is not limited to:

The Health Information Protection and Portability Act (HIPAA), as set forth in Attachment F; and The Medicaid-specific, above-and-beyond-HIPAA privacy protections found at 42 CFR Part 431, Subpart F.

### 4. HARDWARE AND SOFTWARE REQUIREMENTS

a. The State requires a solution where all hardware and software are hosted and maintained by the contractor.

#### b. HARDWARE

The bidder must provide all necessary hardware, systems software (operating systems licenses, auxiliary or support systems software, etc.), and disk storage space required to optimally effect the solution. The solution offered must take into consideration storage requirements over the entire contract term, including all optional renewal and extension periods. The solution must consider the State's records retention requirements. Below is the link to AAA records:

<http://www.sos.ne.gov/records-management/pdf/156%20-%20NE%20Area%20Agencies%20on%20Aging%20WEBSITE%204-5-11.pdf>

And below is the link to the DHHS, MLTC, SUA records:

<http://www.sos.ne.gov/records-management/pdf/150-3-7-medicaid-long-term-care.pdf>

#### c. SOFTWARE VERSIONS

The contractor will, during the entire contract, maintain any and all third-party software products at their most current version at no more than two (2) versions back from the most current version at no additional cost to the State. All security patches for the software must be applied and kept up to date.

**E. PROJECT PLANNING AND ANALYSIS PHASE**

The following table contains the list of requirements and due dates expected of the contractor for the Planning and Analysis phase of the project. Details for these requirements follow in the text after the table.

	Phase	Requirements	Due Date
1.1	1.0 Project Planning	Draft Project Work Plan	Submitted with Proposal
1.2		Detailed Project Work Plan	Due 2 weeks after Contract Start Date
1.3		Testing Methodology	Due 2 weeks after Contract Start Date
1.4		Project Control Documents <ul style="list-style-type: none"> <li>• Risk Management and Resolution Plan</li> <li>• Issue Management and Resolution Plan</li> <li>• Organizational Change Management Plan</li> <li>• Work Management Plan</li> <li>• Change Control Documents</li> </ul>	Due 2 weeks after Contract Start Date
1.5		Status Reporting Plan Project Status Meeting Protocol	Due 2 weeks after Contract Start Date
1.6		Electronic Project Library	Due 2 weeks after Contract Start Date
1.7		Security Plan	Due 2 weeks after Contract Start Date
1.8		Business Continuity Plan/Disaster Recovery Plan	Due 2 weeks after Contract Start Date
2.1		2.0 Requirements Analysis	Requirements Validation Document (RVD)
2.2	Fit/Gap Analysis		Due dates to be determined in the Detailed Work Plan
2.3	Pilot/Prototype		Due dates to be determined in the Detailed Work Plan

**1. PROJECT PLANNING (1.0)**

The State requires that each bidder has established project management processes and has integrated these into its organizational culture and projects of similar scope and size. Proven methodologies and standards, used to control all project activities, are crucial to the success of this project. The State is not dictating a specific methodology or approach; it prefers that the bidder use an approach that has proved successful in the past. However, DHHS reserves the right to mandate the approach be revised if it does not result in the completion of timely and quality project deliverables, or it affects the project's success.

**a. DRAFT PROJECT WORK PLAN (submitted with proposal) (1.1)**

Integral to the success of the project is a solid project plan and the management of that plan. The bidder shall prepare a Draft Project Work Plan to be submitted with its Proposal. The bidder shall develop a viable Project Plan that meets contractual requirements and timelines with the timing necessary for successful pre-implementation activities.

**b. DETAILED PROJECT WORK PLAN (1.2)**

Within two (2) weeks from the contract start date, the contractor will develop a Detailed Project Work Plan that includes a schedule and Gantt chart (for all project tasks, subtasks, and activities), milestones, and Detailed Project Work Plan deliverables. Resources from the contractor and the number and type of DHHS staff needed must be included for all tasks, subtasks, and activities that exist as line items within the Detailed Project Work Plan. The contractor's Project Work Plan will also maintain the following date-sensitive information:

- i. Originally scheduled Start and End dates for all tasks, subtasks, and activities (including milestones and deliverables)

- ii. Anticipated Start dates for tasks, subtasks, and activities, if schedule fluctuation has occurred
- iii. Anticipated End dates for tasks, subtasks, and activities, if schedule fluctuation has occurred
- iv. Task Durations
- v. Actual Start dates for all current and completed tasks, subtasks, and activities
- vi. Actual End dates for all completed tasks, subtasks, and activities
- vii. Descriptions of projects tasks

The contractor will collaborate with the DHHS Project Leader to maintain an integrated Detailed Project Work Plan for all project related activities on an ongoing basis and identify issues that affect deadlines. The contractor shall update the Detailed Project Work Plan as needed and submit an updated Detailed Project Work Plan to DHHS on at least a monthly basis.

**c. TESTING METHODOLOGY (1.3)**

The contractor must present methods for developing and maintaining test scenarios, test sets, test cases, and test steps. Testing Methodologies must also address the contractor's approach to documenting test procedures and test results.

**d. PROJECT CONTROL DOCUMENTS (1.4)**

Within two (2) weeks from the contract start date, the contractor shall submit plans for the project, including:

**i. Risk Management and Resolution Plan (1.4)**

This provides a description of the tasks and activities that will be performed as part of the contractor's Risk Management Plan. At a minimum it shall include the following:

- a) Preliminary Risk Assessment
- b) A description of the most significant project risks and a description of proposed mitigation strategies for each risk. This assessment also includes a description of the impact associated with any identified potential failures.
- c) Ongoing Risk Identification Plan
- d) A description of the contractor's ongoing approach to the identification of potential risks, tracking of potential risks, and provision of information to DHHS that supports the monitoring of risk across the project.
- e) Risk Response Plan
- f) A description of the contractor's ongoing approach to the determination of actions necessary to reduce threats and enhance the Project's activities. Where applicable, contingency plans for various risks should be documented and contingency plan triggers should be identified.

**ii. Issue Management and Resolution Plan (1.4)**

The plan presents a description of the contractor's standard process for resolution of problems identified and reported by the contractor and DHHS staff. This description must include the contractor's plan for ensuring that issues, requests, and decisions are recognized, agreed upon, assigned to an owner, incorporated to an issue log, monitored, documented, and managed.

**iii. Organizational Change Management Plan (1.4)**

This section presents a description of the contractor's Organizational Change Management Plan. The contractor must work with DHHS to develop an Organizational Change Management Plan that establishes the method and approach to organizational change management, including organizational change management roles and responsibilities, processes, and methods necessary for communicating and managing organizational change during the life of the Project.

**iv. Work Management Plan (1.4)**

This part of the plan is for ongoing management of the Detailed Project Work Plan. At a minimum, this includes information on frequency of updates, a description of how schedule-related issues will be addressed, and a strategy for integrating elements of the Work Plan with Issue Management, Status Reports, and other related project management deliverables.

**v. Change Control Documents (1.4)**

**Change Control Process**

The contractor must work with DHHS to establish a change control process. Change control is the formal process for identifying changes that arise in the natural flow of the project (but do not impact scope, deliverables, or budget) and determining the disposition of the requested change or correction. The Change Control Process will span the entire project life cycle and incorporate a formal change request process, including formal DHHS review and approval.

Control Request will:

- a) Provide a clear description of what is included from each change request.
- b) Delineate impacts to the project's schedule.
- c) Require successful completion of testing before the implementation stages.
- d) Incorporate multiple levels of priority for change requests (e.g., critical, must-have, desired, etc.).
- e) Support the Change Control Process by estimating impacts, investigating solutions, identifying alternatives, inputting appropriate information into the Project tracking tools, participating in the decision-making process, and implementing the agreed-upon solution.

**Change Control Tracking System**

The contractor must provide a change control tracking system that provides the following minimum requirements:

- a) The means to control and monitor change requests
- b) A process for reporting the status of all change requests
- c) The ability for DHHS to set and change priorities on individual change requests
- d) A method for DHHS to determine the estimated and actual hours allocated to each change request and the personnel assigned to each request
- e) A method to schedule a completion date provided by DHHS for each change request

**e. Status Reporting Plan (1.5)**

The protocol for submittal of Status Reports, including the format and media for submittal and the procedure(s) for submittal. Key information for these reports includes: summary of recent accomplishments; identification of, resolution plans, and documentation for critical issues and risks (from issue and risk management tools); activities planned for the next reporting period; and a summary of the project's progress according to the schedule, budget, and task list. Schedule monitoring will include identification of any project schedule variance that has occurred. The contractor shall submit a formal month-end Status Report in a format approved by DHHS.

**f. Project and Status Meetings Protocol (1.5)**

This is the protocol for project Status Meetings. Status Meetings will be scheduled every week. The contractor's project management team, DHHS's Project Lead, and other key staff will attend the Status Meetings. Meetings will follow a standard pre-set agenda jointly prepared by the contractor and the DHHS Project Lead. The meeting agenda will be distributed twenty-four (24) hours before the scheduled meeting. The agenda should be flexible to allow discussion of other issues or concerns. The contractor must create written meeting records, in an agreed format, for the DHHS Project Lead. All meeting records and related documents will be stored in electronic format within the Electronic Project Library (EPL) (to include an index of meeting records).

**g. Electronic Project Library (EPL) (1.6)**

The contractor is required to use SharePoint to serve as a foundation for documenting contractor's efforts on this project and also acts as a repository to retain, share, and track critical project information. The EPL will include both current and historical versions of the Detailed Project Work Plan as well as all other project documents. The EPL will be maintained and remain accessible to both DHHS and the contractor's project teams throughout the life of the contract including all renewals and extensions. All project staff will be given appropriate folder-level and file-level access and restrictions according to standards agreed upon between the contractor and DHHS. The contractor will provide a description of the security measures that will be put in place to ensure that only authorized personnel have access to the EPL. As appropriate, all materials in the EPL will be indexed for easy retrieval. Contractor's designated documents and files will be maintained as part of the EPL.

**h. Security Plan (1.7)**

The bidder shall describe how the proposed System shall provide application controls to prevent unauthorized use, maintain system process controls, and log all transactions. In addition, the proposed System shall provide security to limit availability to application functionality, software screens, data records, data elements, and data element values where appropriate.

If the contractor hosts the solutions, the contractor shall develop a Security Plan and document the contractor's plan to prevent unauthorized use and disclosure of sensitive and confidential data. The Security Plan shall include administrative, physical and technical safeguards. The plan must also conform to State and federal laws and regulations. The State must initially approve the Security Plan, and will, from time to time, conduct audits of the Security Plan. The contractor will provide full cooperation during those audits.

**i. Business Continuity/Disaster Recovery (1.8)**

The contractor must develop a Business Continuity Plan which includes the following:

- i. Identification of the core business processes
- ii. For each core business process:
  - a) Identification of potential system failures for the process,
  - b) Risk analysis,
  - c) Impact analysis, and
  - d) Definition of minimum acceptable levels of outputs.
- iii. Documentation of contingency plans;
- iv. Definition of triggers for activating contingency plans;
- v. Discussion of establishment of a business resumption team;
- vi. Maintenance of updated disaster recovery plans and procedures; and
- vii. Plan for replacement of personnel

**2. REQUIREMENTS ANALYSIS (2.0)**

The outcome of Requirements Analysis is a set of documents that define the details of the system functionality. These documents will be developed in conjunction with the Functional and Technical Requirements Traceability Matrices.

**a. REQUIREMENTS VALIDATION DOCUMENT (RVD) (2.1)**

Attachments B and D contain DHHS' functional and technical requirements for the proposed solution. The bidder shall validate existing RFP requirements to provide the level of detail necessary for any further design, development, or implementation activities that address each of the two Divisions' requirements. Such further detail and definition are to be considered within the scope of the original RFP requirements and contract.

**b. FIT/GAP ANALYSIS (2.2)**

The fit/gap analysis will document the disposition of each requirement and the resolution of identified gaps (e.g., customization, workaround, eliminate requirement). The contractor shall assist DHHS in identifying appropriate business process improvement opportunities, documenting the recommended changes, and planning and implementing approved business process changes. Traceability and mapping are key components throughout this process.

**c. PILOT/PROTOTYPE (2.3)**

The Requirements Analysis activity will include a pilot prototype system integrated with the business process analysis and software configuration process.

**F. DESIGN, DEVELOPMENT, AND IMPLEMENTATION PHASE**

The following table contains a list of the requirements and due dates expected of the contractor for the Design, Development, and Implementation (DDI) phase of the project. Details for these requirements follow, in the text after the table.

	<b>Phase</b>	<b>Requirements</b>	<b>Please Insert Anticipated Timeframe</b>
3.1	3.0 Design	Detailed System Design Document (DSDD)	Due dates to be determined in the Detailed Work Plan
3.2		Testing Plan	Due dates to be determined in the Detailed Work Plan
4.1	4.0 Development, Interfaces, Integration	Software Development Plan (if needed)	Due dates to be determined in the Detailed Work Plan
4.2		Development/Customization (if needed)	Due dates to be determined in the Detailed Work Plan
4.3		Software Development Summary Report(s) (if needed)	Due dates to be determined in the Detailed Work Plan
4.4		Schedule of interface development efforts	Due dates to be determined in the Detailed Work Plan
4.5		Interface Environment Setup	Due dates to be determined in the Detailed Work Plan
4.6		Interface Development and Testing	Due dates to be determined in the Detailed Work Plan
5.1	5.0 Data Conversion	Data Conversion Plan and Guide	Due dates to be determined in the Detailed Work Plan
5.2		Conversion Results Report	Due dates to be determined in the Detailed Work Plan
6.1	6.0 Testing	User Acceptance Testing Plan	Due dates to be determined in the Detailed Work Plan
6.2		System Testing Results Report	Due dates to be determined in the Detailed Work Plan
7.1	7.0 Training	Training Plan	Due dates to be determined in the Detailed Work Plan
7.2		Onsite Train-the-Trainer session(s)	Due dates to be determined in the Detailed Work Plan
7.3		Video sessions	Due dates to be determined in the Detailed Work Plan
7.4		Training Manuals	Due dates to be determined in the Detailed Work Plan
8.1	8.0 Implementation	System Implementation Plan	Due dates to be determined in the Detailed Work Plan

	Phase	Requirements	Please Insert Anticipated Timeframe
8.2		Problem Resolution Plan	Due dates to be determined in the Detailed Work Plan
8.3		Final Readiness Assessment	Due dates to be determined in the Detailed Work Plan
8.4		Documentation	Due dates to be determined in the Detailed Work Plan
8.5		System Go-Live	Due dates to be determined in the Detailed Work Plan

**1. DESIGN (3.0)**

As necessary to meet the requirements of this contract, the contractor will conduct design sessions, Joint Application Development (JAD) sessions, business rules sessions, and workflow sessions to develop the Design requirements. Prior to each session, the contractor shall develop/update proposed preliminary designs to the extent that it is possible and present it at the session.

a. The contractor shall evaluate the detailed design and test requirements considering:

- i. Traceability to the requirements of the software item
- ii. Consistency with architecture
- iii. Feasibility of testing
- iv. Feasibility of operation and maintenance

**b. Detailed System Design Document (DSDD) (3.1)**

The DSDD shall be approved by DHHS. The DSDD must be updated to reflect changes identified through the DDI phase. Updated sections must be provided to DHHS for review and written approval within ten (10) days of a system change.

**c. Testing Plan (3.2)**

The contractor shall also define and document test requirements and a schedule for testing software units. Testing requirements shall include any compliance testing with the industry standards and regulations.

**2. DEVELOPMENT, INTERFACES, AND INTEGRATION (4.0)**

**a. DEVELOPMENT**

- i. Software Development Plan (4.1)  
If needed, the contractor shall create the Software Development Plan, which shall describe the contractor's methods and process for using a systematic, documented approach for all software development activities and the environment.
- ii. Development/Customization (4.2)  
If needed the contractor shall complete any customization development.
- iii. Software Development Summary Report (4.3)  
If needed, the contractor shall provide to DHHS a Software Development Summary Report (4.2) during the Development work as requested. The report must contain, at a minimum:
  - a) Major products developed, delivered, or updated
  - b) Identification of all issues that have arisen and resolutions (identification of issues/risks that may impact the next phase)

**b. INTERFACES**

Two AAAs use Mediware SAMS product. The proposed system must electronically interface client and service information with Mediware SAMS product. The proposed system must interface at least four times per day.

The proposed System must also support functionality to extract a file in a standard file format (i.e. .xls, .csv, etc). Appendix A-1 & 2 reflects software in production.

- i. **Schedule of interface development efforts (4.4)**  
Develop a master schedule of interface development efforts (4.4) that is integrated with the Detailed Project Work Plan.
- ii. **Interface Environment Setup (4.5)**  
The Contractor is responsible for ensuring that a stable and accessible interface testing environment is available by an agreed upon date.
- iii. **Interface Development and Testing (4.6)**  
The contractor shall be responsible for developing all the necessary interfaces. This includes interface design, development, validation, testing, and documentation. DHHS will coordinate any required interactions with other parties who will need to modify their systems to use these inbound and outbound interface datasets.

The contractor shall be responsible for developing interface standards for any electronic interfaces into the proposed System. The contractor shall also assist the electronic interfaces into the proposed System by providing consulting support and assistance with testing at no additional cost to the State.

### **3. DATA CONVERSION (5.0)**

The contractor shall have responsibility for converting client demographic data from the NAMIS and ADRC referral dashboard systems into the proposed System. The contractor will work with DHHS to obtain data conversion files containing the data elements in the format and the agreed-to timeframe necessary to support testing, conversion, and overall project plan.

#### **a. DATA CONVERSION PLAN AND GUIDE (5.1)**

The contractor shall lead interactive conversion strategy sessions with DHHS and other stakeholders to develop a Data Conversion Plan that addresses all components of the data conversion phases to include but not be limited to: development of conversion rules and process (Conversation Guide (5.2)) such as data element mapping crosswalks, data cleansing, data synchronization for initial and interim conversion activities leading up to the final data conversion, and frequency of interim conversion events and final conversion execution.

#### **b. CONVERSION RESULTS REPORT (5.2)**

The contractor shall execute the data conversion activities according to the Data Conversion Plan and Guide. The final step of the data conversion process is the Conversion Results Report.

### **4. TESTING (6.0)**

The contractor shall be responsible for carrying out unit, system, and integration testing for all programs, modules, and sub-systems throughout the development and management life cycles. The contractor is responsible for successfully completing system and user acceptance testing prior to implementation.

The contractor is responsible for certifying that each program, module, and sub-system meets or exceeds all of the functional, technical, and performance requirements prior to implementation. The contractor shall be responsible for working with DHHS in structuring testing environments that mirror the production environment.

#### **a. USER ACCEPTANCE TESTING PLAN (6.1)**

The contractor is also responsible for the initial development of User Acceptance Testing test scenarios, building detailed testing scripts, determining expected results, establishing testing procedures and protocols, etc. DHHS must approve in writing all test scenarios prior to testing. Acceptance testing will include testing by users of all system functions, including but not limited to, proper functioning of software, hardware and network components, as well as both data content, output, and connectivity components. It also offers the opportunity to test documentation, procedures, and business processes.

#### **b. USER ACCEPTANCE TESTING RESULTS (6.2)**

The contractor is responsible for the management of the testing effort and other related events and communicating this ongoing information with the State testing team. The contractor must

provide DHHS with all test results, to include the tracking and correction of deficiencies. DHHS will not procure testing tools for this project and any testing tools proposed shall be provided by the contractor and licensed by the contractor for use by its staff and the applicable DHHS staff for the project at the testing site. If needed, the contractor shall provide any required training on the proposed testing tools to all State staff that will be required to use the proposed testing tools at no cost to the State. At the end of the engagement, testing artifacts will be transferred to DHHS. The contractor shall also provide any needed testing infrastructure (desktops, servers, etc.) and/or licensing to support any contractor-provided testing tools.

## 5. TRAINING (7.0)

### a. TRAINING PLAN (7.1)

The contractor shall detail all activities for training in the proper use of the proposed System. It will provide a description of the train-the-trainer strategy including methods, materials, and timing. The contractor must submit the Training Plan to DHHS two (2) months prior to the train-the-trainer session(s). This will allow time to prepare the necessary logistics for the session(s).

### b. TRAIN-THE-TRAINER SESSION(S) (7.2)

The contractor shall provide onsite training (6.2) for approximately twelve (12) trainers at a single DHHS location in Lincoln, Nebraska. Training materials for the train-the-trainer session shall be provided to DHHS a minimum of three (3) weeks before the onsite training session(s). The contractor shall provide leave-behind materials specific to the trainer group and will be available for limited on-going advice to ensure the success of the train-the-trainer approach.

The contractor shall provide, at no additional cost to the State, supplemental training for the trainer group if the State determines that significant system updates occurred. This supplemental training may occur onsite or via video conference, web portal, manual, or other mutually agreeable delivery method.

### c. VIDEO TRAINING MATERIALS (7.3)

The contractor shall make available video training for those who need a refresher lesson after the training. Multiple instances of each function will need to be developed if there are variations between the participating AAA's as each may have a slightly different view of the system (menus, options, and workflow differ based on user log in). These video sessions may be provided via web portal, CD, or other mutually agreeable delivery method.

### d. TRAINING MANUALS (7.4)

The contractor shall provide manuals for each type of training (such as new user and administrator) including quick start guides and FAQs. These manuals may be provided via web portal, CD, or other mutually agreeable delivery method.

## 6. IMPLEMENTATION (8.0)

### a. SYSTEM IMPLEMENTATION PLAN (8.1)

The Contractor shall develop a System Implementation Plan that includes, but not limited to:

- i. Activities needed immediately prior to implementation
- ii. Staffing requirements
- iii. Communication activities
- iv. Plan for completion of knowledge transfer
- v. Checklists of work to be performed and/or outputs to be produced on the first day and at the end of the first week, month, quarter, and year of operation
- vi. Rollback plan to include in detail what will be done if the implementation does not succeed

### b. PROBLEM RESOLUTION PLAN (8.2)

The contractor shall establish procedures for receiving, recording, and tracking problem reports and modification requests from users and providing feedback to users. Whenever problems are encountered, the problems shall be recorded and entered into the problem resolution process.

The contractor and DHHS will develop a mutually agreeable Problem Analysis and Resolution Plan prior to completion of the system implementation.

**c. FINAL READINESS ASSESSMENT (8.3)**

The contractor shall create the Final Readiness Assessment to assist in the determination of final implementation readiness. Written approval of this Assessment constitutes DHHS' decision to move forward with implementation. At a minimum, the Assessment must address the following:

- i. An Assessment Summary that includes the analysis completed, risks, and mitigation associated with implementation and a recommendation for proceeding
- ii. Status of data migration/conversion efforts and its completion
- iii. An assurance that Disaster Recovery, where applicable, is documented and ready
- iv. Documentation of user acceptance testing approval by DHHS
- v. Knowledge transfer sign-off by DHHS
- vi. Assurance that all locations, system users, and security profiles have been identified and set up
- vii. Documentation that Help Desk is ready and staffed for deployment
- viii. Confirmation that training participants designated in 7.2 (Onsite Train-the-Trainer session(s)) are available and ready to assist at a central location to be determined at a later date for initial deployment

Throughout the DDI Phase, the contractor's objective shall be to implement all required system functionality. The proposed System shall satisfy contractual functional and technical requirements, and conform to the approved System Implementation Plan.

**d. DOCUMENTATION (8.4)**

Additionally the contractor must develop and maintain the following documentation:

- i. **On-line Help (8.4)** for all web portal features, functions, and data element fields, as well as descriptions and resolutions for error messages, using help features including indexing, searching, tool tips, and context-sensitive help topics.
- ii. **On-line User Manual (8.4)** with a printable version available. The documentation should include full mock-ups of all screens/windows and provide narratives of the navigation features for each window/screen.
- iii. **On-line Reporting Manual (8.4)** with a printable version available that includes descriptions, definitions, and layouts for each standard report. Include definitions of all selection criteria parameters and each report item/data element, all field calculations defined in detail, and field and report titles.
- iv. **On-line Installation and Technical System Operation Manual (8.4)** with a printable version available. The documentation should include operating procedures to assist technical staff in operation and maintenance of the system. These procedures help define and provide understanding of system operations and performance. Documentation for all hardware and software products including reference guides, user guides, technical guides/manuals, and technical documentation (e.g. system administration, configuration workbook, system architecture, application architecture, etc.)

**e. SYSTEM GO-LIVE (8.5)**

System go-live is the date on which the solution has been fully implemented and meets all established functional and technical requirements. Based on Federal requirements DHHS's target implantation date is July 1, 2019 but will consider plans with a Go-Live date no later than October 1, 2019. The System Go-live date is dependent on DHHS's approval.

**G. OPERATIONS & MAINTENANCE PHASE**

The following table contains the list of requirements and due dates expected of the contractor for the Operations and Maintenance (O&M) phase following the implementation of the solution. Details for these requirements follow in the narrative after the table.

	Phase	Requirements	Due Date
9.1	9.0 Operations and Maintenance	Operating Procedures Guide	Due dates to be determined in the Detailed Work Plan
9.2		Help Desk	Due dates to be determined in the Detailed Work Plan
9.3		Problem Resolution	Due dates to be determined in the Detailed Work Plan

1. Operations & Maintenance (O&M) activities include, but are not limited to, the following:

- a. Perform system maintenance, including testing, documentation, etc.
- b. Record, track, and resolve system defects at no additional cost to the State.
- c. Maintain ongoing operations
- d. Conduct necessary software updates
- e. Conduct maintenance of interfaces
- f. Provide help desk support with predefined technical support prioritization levels
- g. Provide security management
- h. Support policy and process changes
- i. Keep portal up to date
- j. Keep all written material, including all system documentation and scripts, up to date as changes occur

2. **OPERATING PROCEDURES GUIDE (9.1)**

The contractor shall develop and maintain documentation on operating procedures to assist technical staff in operation and maintenance of the proposed System. These procedures help define and provide understanding of system operations and performance. The operations procedures will address all facets of the technical operation of the system. The Operating Procedure Guide must be continuously updated (at a minimum quarterly) to reflect the latest changes.

3. **HELP DESK (9.2)**

The contractor shall be responsible to operate and support the Help Desk, and shall be responsible for providing a single toll-free number and a single local number for use. The contractor shall also provide voice mail capability and shall provide an on-call staff person with paging capability during non-operating hours.

The contractor shall create the Help Desk Procedures Manual, which defines and documents the processes and procedures for Help Desk operations. These procedures will include, at a minimum, problem identification and initial diagnosis, problem escalation procedures, problem ticketing, problem logging, assignment of priority, and the ability to search through previous problems to find resolutions for new problems. A clear, quick, and effective escalation path is critical to DHHS for this system.

4. **PROBLEM RESOLUTION (9.3)**

The contractor shall continue to receive, record, and track problem reports and modification requests from users and provide feedback to users. Whenever problems are encountered, the problems shall be recorded and entered into the problem resolution process. The contractor shall provide interactive support for users to report system problems.

**H. DELIVERABLES**

The awarded contractor's system shall deliver the following documents and activities that meet with DHHS approval. The Bidder shall submit a Deliverable Schedule detailing the number of weeks each deliverable will require from beginning to completion and the payment percentage of the total project cost of each deliverable, not including on-going O&M annual fees or licensing fees. Under no circumstances shall the sum percentage of deliverables prior to completion of implementation exceed 35%. The deliverables prior to Implementation are Project Planning, Requirements Analysis, Design, Development, Interfaces and Integration, Data Conversion, Testing, and Training.

Milestone	Payment Percentage of Total Project Cost (not including on-going O&M annual fees or licensing fees)	Due Date
Project Planning		
Requirements Analysis		
Design		
Development, Interfaces and Integration		
Data Conversion		
Testing		
Training		
Implementation		
<b>Total</b>	<b>100%</b>	

1. Project Planning
  - a. Detailed Project Work Plan
  - b. Testing Methodology
  - c. Risk Management, Issue Management, and Organizational Change control, Work Management, Change Control procedures
  - d. Status Reporting Plan
  - e. Project Status Meetings Protocol
  - f. Electronic Project Library
  - g. Security Plan
  - h. Business Continuity Plan/Disaster Recovery Plan
2. Requirements Analysis
  - a. Requirements Validation Documents
  - b. Fit/Gap Analysis
  - c. Pilot/Prototype
3. Design
  - a. Detailed System Design Documentation
  - b. Testing Plan
4. Development, Interfaces, and Integration
  - a. Software Development Plan
  - b. Development/Customization
  - c. Software Development Summary Report
  - d. Schedule of Interface Development Efforts
  - e. Interface Environment Setup
  - f. Interface Development and Testing
5. Data Conversion
  - a. Data Conversion Plan and Guide
  - b. Conversion Results Report
6. Testing
  - a. User Acceptance Plan and Testing
  - b. User Acceptance Testing Results
7. Training
  - a. Training Plan
  - b. Training Sessions
  - c. Video Sessions
  - d. Training Manuals

8. Implementation
  - a. Implementation Plan
  - b. Final Readiness Assessment
  - c. Documentation
  - d. Problem Resolution Plan
  - e. System Go-Live
9. Operations and Maintenance

## VI. PROPOSAL INSTRUCTIONS

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

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

### A. PROPOSAL SUBMISSION

#### 1. REQUEST FOR PROPOSAL FORM

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

The RFP for Contractual Services form must be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award.

Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>

Further, Sections II through VII must be completed and returned with the proposal response.

#### 2. CORPORATE OVERVIEW

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

##### a. BIDDER IDENTIFICATION AND INFORMATION

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

##### b. FINANCIAL STATEMENTS

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should 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, should 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 should provide a banking reference.

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

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

##### c. CHANGE OF OWNERSHIP

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

**d. OFFICE LOCATION**

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

**e. RELATIONSHIPS WITH THE STATE**

The bidder should 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 should 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 twenty-four (24) 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 should provide a summary matrix listing the bidder's previous projects similar to this RFP 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 should address the following:

i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. These descriptions should 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 should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime Contractor, the description should 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 should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.
- iii. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should 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 should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the State project should 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 should 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 RFP in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should 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 should provide:

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

**3. TECHNICAL APPROACH**

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

- a. Understanding of the project requirements;
- b. Proposed development approach;
- c. Attachment D Technical Requirements;
- d. Attachment B Business Requirements'
- e. Draft project work plan; and
- f. Deliverables and due dates.

## **VII. COST PROPOSAL REQUIREMENTS**

### **A. COST PROPOSAL REQUIREMENTS**

This section describes the requirements to be addressed by bidders in preparing the State's Cost Sheet. The bidder must use the State's Cost Sheet. The bidder should submit the State's Cost Sheet in accordance with Section I Submission of Proposal.

**THE STATE'S COST SHEET AND ANY OTHER COST DOCUMENT SUBMITTED WITH THE PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.**

### **B. COST PROPOSAL**

This summary shall present the total fixed price to perform all of the requirements of the RFP. The bidder must include details in the State's Cost Sheet supporting any and all costs.

The State reserves the right to review all aspects of cost 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.

### **C. PRICES**

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the RFP. 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.

**Form A**  
**Bidder Contact Sheet**  
**Request for Proposal Number 5948 Z1**

Form A should be completed and submitted with each response to this RFP. 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 should 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:	

## REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

### BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

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

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

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

\_\_\_\_\_ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

### FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	
COMPLETE ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
DATE:	
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	