

**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
Phone: 402-471-6500

SOLICITATION NUMBER	RELEASE DATE
RFP 6204 Z1	December 11, 2019
OPENING DATE AND TIME	PROCUREMENT CONTACT
January 29, 2020, 2:00 p.m. Central Time	Dianna Gilliland/Connie Heinrichs

**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 6204 Z1 for the purpose of selecting a qualified Contractor to provide Statewide Tobacco Cessation Quitline Services. 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 (two) (2) years and one (1) month commencing upon execution of the contract by the State and the Contractor (Parties) through June 30, 2022. The Contract includes the option to renew for (two) (2) additional two (2) 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 solicitation, and the successful contractor'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 solicitation will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal or response. Contractor must request that proprietary information be excluded from the posting. The contractor 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 using an indelible method with the words "PROPRIETARY INFORMATION". The contractor 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 SUPPLIER 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 Contractor 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 contractor will be informed. It will be the contractor's responsibility to defend the contractor'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 solicitation 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 solicitation, specifically waives any copyright or other protection the contract, proposal, or response to the solicitation 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 solicitation, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the solicitation being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the solicitation 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 solicitation, awards, and other documents.

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GLOSSARY OF TERMS

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.

Automated Clearing House: (ACH) Electronic network for financial transactions in the United States

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the solicitation.

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

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

Bidder: A contractor who submits a proposal in response to a written solicitation.

Breach: Violation of a contractual obligation by failing to perform or repudiation of one's own promise.

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.

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.

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

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.

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.

E-cigarettes: E-cigarettes include a diverse group of devices that allow users to inhale an aerosol, which typically contains nicotine, flavorings, and other additives. Most have a battery, a heating element, and a place to hold a liquid. E-cigarettes are sometimes called “e-cigs,” “vapes,” “e-hookahs,” “vape pens,” and “electronic nicotine delivery systems (ENDS)”.

ENDS: Electronic Nicotine Delivery System (ENDS) Any device that can be used to deliver aerosolized nicotine to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen or e-hookah.

Evaluation: The process of examining an offer after opening to determine the contractor’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 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 contractor. Contractor 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 solicitation, 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.

Invalid Proposal: A proposal that does not meet the requirements of the solicitation or cannot be evaluated against the other proposals.

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

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

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

NAQC: North American Quitline Consortium.

Nicotine Replacement Therapy (NRT): Is the most commonly used family of quit smoking medications. NRT provides a small amount of nicotine but none of the dangerous chemicals found in cigarettes. This helps satisfy cravings for nicotine and reduces the urge to smoke. For the purpose of this RFP, NRT references the over-the-counter options: nicotine patch, gum, and lozenge. (<https://www.cdc.gov/tobacco/campaign/tips/quit-smoking/guide/explore-medications.html>)

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.

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.

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

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.

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: An offer, bid, or quote submitted by a contractor/vendor in a response to a written solicitation

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 solicitation or resultant contract, brought by a contractor who has timely submitted a proposal 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.

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

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

Secret Shopper: Pose as Nebraska Tobacco Quitline callers seeking various levels of support to quit smoking and/or tobacco. These shoppers will evaluate the quality services received from the Nebraska Tobacco Quitline.

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

Should: Expected; suggested, but not necessarily mandatory.

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.

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 contractor 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.

VAPE/VAPING: A common term used to refer to the act of using an e-cigarette.
(https://www.cdc.gov/tobacco/basic_information/e-cigarettes/about-e-cigarettes.html)

Vendor Performance Report: A report completed by the using agency and submitted to State Purchasing Bureau documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications.

Will: See Mandatory/Shall/Will/Must.

Work Day: See Business Day.

ACRONYM LIST

- ARO** – After Receipt of Order
- ACH** – Automated Clearing House
- BAFO** – Best and Final Offer
- CDC** – Center for Disease Control and Prevention
- CEU** – Continuing Education Units
- COI** – Certificate of Insurance
- CPU** – Central Processing Unit
- DAS** – Department of Administrative Services
- F.O.B.** – Free on Board
- HIPPA** – Health Insurance Portability and Accountability Act of 1996
- ITB** – Invitation to Bid
- MCO** – Managed Care Organization
- NAQC** – North American Quitline Consortium
- NIGP** – National Institute for Governmental Purchasing
- PA** – Participating Addendum
- RFI** – Request for Information
- RFP** – Request for Proposal
- SPB** – State Purchasing Bureau
- TDD** – Telecommunications Device for the Deaf
- TFN** – Tobacco Free Nebraska

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit proposals from qualified Contractor who will be responsible for providing Statewide Tobacco Cessation Quitline Services at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Proposal instructions, and Cost Proposal Requirements may be found in Sections II through VI.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

Name: Dianna Gilliland/Connie Heinrichs, Buyer(s)
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 solicitation is issued until the Intent to Award is issued, communication from the Contractor is limited to the POC listed above. After the Intent to Award is issued, the Contractor 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 solicitation. The POC will issue any answers, clarifications or amendments regarding this solicitation in writing. Only the SPB or awarding agency can award a contract. Contractors shall not have any communication with, or attempt to communicate or influence any evaluator involved in this solicitation.

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 solicitation POC; and
3. Contact required for negotiation and execution of the final contract.

The State reserves the right to reject a contractor'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 Solicitation	December 11, 2019
2. Last day to submit written questions	December 31, 2019
3. State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	January 14, 2020
4. Proposal Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	January 29, 2020 2:00 PM Central Time
5. Review for conformance to solicitation requirements	January 29, 2020
6. Evaluation period	January 30, 2020 through February 11, 2020
7. "Oral Interviews/Presentations and/or Demonstrations" (if required)	To Be Determined
8. Post "Notification of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	February 14, 2020
9. Contract finalization period	February 14, 2020 through March 13, 2020
10. Contract award	March 13, 2020
11. Contractor start date	June 1, 2020

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to State Purchasing Bureau and clearly marked "RFP Number 6204 Z1; Statewide Tobacco Cessation Quitline Services Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

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

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

Solicitation Section Reference	Solicitation Page Number	Question

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

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

All contractors must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The contractor who is the recipient of an Intent to Award will be required to certify that it has compiled 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.

F. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject proposals, withdraw an intent to award or award, or terminate a contract if a contractor 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 proposal, or prejudice the State.

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

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

G. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

H. SUBMISSION OF PROPOSALS

Contractors 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 Contractor is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Contractor Proposal Point of Contact". 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 contractor's proposal 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. The State will not

furnish packaging and sealing materials. It is the contractor's responsibility to ensure the solicitation is received in a sealed envelope or container and submitted by the date and time indicated in the Schedule of Events. 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.

The Request for Proposal form must be manually signed in an indelible manner and returned by the proposal opening date and time along with the contractor's Request for Proposal along with any other requirements as stated in the Request for Proposal document in order for the contractor's Request for Proposal response to be evaluated.

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

Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to requirements, completeness, and clarity of content. If the contractor'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 contractor guarantees compliance with the provisions stated in this solicitation.

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

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 contractor's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the contractor's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

I. PROPOSAL PREPARATION COSTS

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

J. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

Violation of the terms and conditions contained in this solicitation 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 contractor's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative Vendor Performance Report(s)
5. Termination of the resulting contract;
6. Legal action; and
7. Suspension of the contractor 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.

K. PROPOSAL CORRECTIONS

A contractor may correct a mistake in a proposal prior to the time of opening by giving written notice to the State of intent to withdraw the proposal for modification or to withdraw the proposal completely. Changing a proposal after opening may be permitted 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.

L. 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 contractor and at contractor's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

M. PROPOSAL OPENING

The opening of proposals will be public and the contractors will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Proposals will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. Information identified as proprietary by the submitting contractor, in accordance with the solicitation and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the [Public Records Act](#), or if ordered to release any withheld information, said information may then be released. The submitting contractor will be notified of the release and it shall be the obligation of the submitting contractor to take further action, if it believes the information should not be released. (See RFP signature page for further details) Contractors 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.

N. 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 Technical Response, Attachment 1; and
6. Completed State Cost Proposal, Attachment 2.

O. 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 solicitation may result in the rejection of this proposal and further administrative actions.

P. EVALUATION OF PROPOSALS

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

Neb. Rev. Stat. §81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid solicitations in determining the lowest responsible bidder. Information obtained from any Vendor Performance Report (See Terms & Conditions, Section H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

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 contractor, 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 contractor, 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 solicitation cover page under "Contractor 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 contractor 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 contractor from consideration of the preference.

Evaluation criteria weighting will be released with the solicitation.

Q. 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 contractor 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 contractors 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 contractors to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Contractors' 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 contractor 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 contractor, but the State reserves the right to refuse or not consider the offered materials. Contractors 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 contractors regarding the proposals received.

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

R. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the contractor, 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 contractor. However, a contractor should provide its best offer in its original proposal. Contractors should not expect that the State will request a best and final offer.

S. 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 solicitation, the contractor grants to the State the right to contact or arrange a visit in person with any or all of the contractor'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.

T. 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 solicitation process, the State of Nebraska may take one or more of the following actions:

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

The solicitation 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>

Any protests must be filed by a contractor within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

U. ALTERNATE/EQUIVALENT PROPOSALS

Contractor may offer proposals which are at variance from the express specifications of the solicitation. The State reserves the right to consider and accept such proposals if, in the judgment of the Materiel Administrator, the proposal will result in goods and/or services equivalent to or better than those which would be supplied in the original proposal specifications. Contractor must indicate on the solicitation the manufacturer's name, number and shall submit with their proposal, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposals which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms, conditions and specification, and the Contractor shall be held liable therefore.

V. LUMP SUM OR "ALL OR NONE" PROPOSALS

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Contractors may submit a proposal on an "all or none" or "lump sum" basis, but should also submit a proposal on an item-by-item basis. The term "all or none" means a conditional proposal which requires the purchase of all items on which proposals are offered and Contractor declines to accept award on individual items; a "lump sum" proposal is one in which the Contractor offers a lower price than the sum of the individual proposals if all items are purchased, but agrees to deliver individual items at the prices quoted.

W. EMAIL SUBMISSIONS

SPB will not accept proposals by email, electronic, voice, or telephone proposals except for one-time purchases under \$50,000.00.

X. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, in the best interest of the State.

Y. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

Z. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

AA. PRICES

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

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.

The State will be given full proportionate benefit of any decreases for the term of the contract.

BB. COST CLARIFICATION

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.

II. TERMS AND CONDITIONS

Contractors should complete Sections II through VI as part of their proposal. Contractor is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The contractor should also provide an explanation of why the contractor rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, contractor 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 contractor 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 solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the contractor's commercial contracts and/or documents for this solicitation.

The contractors should submit with their proposal any license, user agreement, service level agreement, or similar documents that the contractor wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the contractor'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 Solicitation Response (Initial)	NOTES/COMMENTS:

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

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor's proposal (Solicitation 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 solicitation and any Questions and Answers, 4) the original solicitation 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 Solicitation 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 five (5) calendar days following deposit in the mail.

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

C. NOTICE (POC)

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. 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.

E. BEGINNING OF WORK

The contractor 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.

F. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

G. CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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 solicitation. 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.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. 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.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

*****Contractor will not substitute any item that has been awarded without prior written approval of SPB*****

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification. Changes or additions to the contract beyond the scope are not permitted unless required to ensure compliance with any applicable law, or unless, in DHHS's sole determination, such changes or modifications are essential to ensure maximum use of other resources consistent with the purposes of this RFP.

H. VENDOR PERFORMANCE REPORT(S)

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

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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.

J. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

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

K. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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.

L. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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.

M. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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 (Optional)

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 solicitation.

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.

N. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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 ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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.

P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

Q. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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.

R. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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.

S. 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.

T. LONG-TERM CARE OMBUDSMAN (Statutory)

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

U. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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.

V. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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 Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, 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 Solicitation 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;
5. Determining the hours to be worked and the duties to be performed by the Contractor’s employees; and,
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 contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

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

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 goods and services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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 Solicitation 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 Solicitation 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 Solicitation 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.

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

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
 Attn: TFN Program Manager
 Address P.O. Box 95026
 Lincoln, NE, 68509-0526

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. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary 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.

I. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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.

J. CONFLICT OF INTEREST

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

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

K. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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 goods or 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.

L. 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.

M. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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 delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

N. DRUG POLICY

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

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

O. WARRANTY

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

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. 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 Solicitation 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. Email invoice to DHHS.TFN@nebraska.gov. All required monthly reports (exhibit 5) or other deliverables must be submitted with adequate detail to support payment and must be approved by the State. 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 Solicitation Response (Initial)	NOTES/COMMENTS:

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

E. PAYMENT (Statutory)

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

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). 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 goods and 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 (Statutory)

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)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (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. (Neb. Rev. Stat. §84-304 et seq.) 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.

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

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 (90) 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 Request for Proposal.

A. PROJECT OVERVIEW

The Nebraska Department of Health and Human Services (DHHS), Tobacco Free Nebraska (TFN) Program requests proposals to provide a proactive telephone-based tobacco cessation Quitline, Nicotine Replacement Therapy (NRT), and online training for providers. The primary target audience for the Nebraska Tobacco Quitline is all Nebraskans who smoke cigarettes or use other tobacco products (including e-cigarettes) and have shown a readiness to quit.

TFN will provide support and assistance to the Contractor leading to success of the Nebraska Tobacco Quitline and success for Nebraskans quitting tobacco.

1. PURPOSE

To establish one contract to implement a free and convenient statewide telephone-based tobacco cessation Quitline to assist tobacco users. Services will be based on the recommendations contained in the following resources:

- a. Center for Disease Control and Prevention (CDC) Telephone Quitlines: A Resource for Development, Implementation, and Evaluation
https://www.cdc.gov/tobacco/quit_smoking/cessation/quitlines/index.htm
- b. U.S. Public Health Service Clinical Practice Guideline on Treating Tobacco Use and Dependence
<https://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/tobacco/clinicians/update/correctadd.html>
- c. North American Quitline Consortium (NAQC) Minimal Data Set (MDS) offering a standard approach to evaluating tobacco cessation quit lines (www.naquitline.org).

Depending on each individual's readiness to quit, the Quitline will provide assessment, proactive (counselor-initiated) follow-up counseling, screening and recommendations related to the use of support materials and /or referrals to community based cessation programs. For participants receiving counseling, the contractor may offer Nicotine Replacement Therapy (NRT) (patch, gum or lozenges) after screening the caller for medical contraindications.

Based on the CDC's "Best Practices for Comprehensive Tobacco Control Programs", the Nebraska State Plan for Tobacco use Prevention and Cessation indicates that simultaneous comprehensive approaches in prevention, cessation, and protection are necessary to effectively reduce the harm caused by tobacco use and achieve the following goals:

- a. Prevent the initiation of tobacco use among youth
- b. Promote quitting among youth and adults
- c. Eliminate exposure to secondhand smoke
- d. Identify, reduce or eliminate the disparities related tobacco use

2. The Quitline will provide support to other tobacco control initiatives in Nebraska in the following ways:

- a. Provide a foundation of service at no charge to the user and available for all Nebraskans who wish to quit using tobacco products.
- b. Encourage healthcare professionals to address tobacco use with patients by providing a comprehensive online training complete with continuing education units and resources that supports intervention.
- c. Serve as an incentive for insurers and employers to make tobacco dependence treatment a fully covered benefit so more Nebraskans will have access to counseling and other effective treatments.
- d. Serve as a resource for public or voluntary policies that may serve to encourage tobacco users to quit.

B. PROJECT ENVIRONMENT

1. OVERVIEW

Tobacco use remains Nebraska's leading cause of preventable death, killing an estimated 2,500 Nebraskans each year – more than auto accidents, AIDS, suicides, murders, alcohol and illegal drugs combined. Tobacco costs the state a total of \$795 million annually in medical costs including \$162 million

of Nebraska's annual Medicaid expenditures. Smoking related mortality also results in more than \$605 million in lost productivity each year in the state.

Nebraska's adult smoking rate is 16.0% (2018 Behavioral Risk Factor Survey). The state adult smokeless tobacco use rate is 5.2%. (2018 Behavioral Risk Factor Survey). Over the last three years, the Nebraska Tobacco Quitline's annual call volume has increased from 2,940 in 2016 to more than 3,364 callers in 2019. This number includes tobacco users, proxy callers, health professionals and the general public. Approximately, 90%-96% of those callers are tobacco users.

Based on the 2018 Nebraska Behavioral Risk Factor Survey, 58.3% smokers, stopped smoking for one day or longer because they were trying to quit smoking in the past 12 months.

2. CEREMONIAL USE OF TOBACCO IN AMERICAN INDIAN CULTURE

TFN acknowledges the spiritual and ceremonial value that tobacco has in Native American culture. The phrases such as 'tobacco-free', 'tobacco user', 'tobacco prevention', and 'tobacco control' mentioned in this document refer to commercially-produced tobacco products and non-ceremonial use of tobacco.

3. QUITLINE MEDIA CAMPAIGNS

TFN or its media contractor will coordinate the development and implementation of the media campaign to promote the Quitline to the general public. TFN will attempt, whenever possible, to provide advance notice to the contractor about media campaigns, media events and earned media activities.

4. PROMOTION TO HEALTHCARE SYSTEMS

TFN will be responsible for promoting the Quitline throughout the healthcare delivery system.

C. PROJECT REQUIREMENTS

To ensure Nebraska is a participant in the National Network of Quitlines. TFN will promote the 1-800-QUIT-NOW (1-800-784-8669) and the 1-855-DEJELLO-YA (1-855-335-3569) numbers as the avenue to promote the Contractor's services. A pro-active Quitline responds to incoming calls with immediate "reactive" assistance and follows-up initial contact with more comprehensive services through outbound (proactive) calls. The Contractor's cessation services shall include intake, assessment, disposition, treatment and follow-up, and must follow evidence-based practices and principles of motivational interviewing,

D. BUSINESS REQUIREMENTS

Contractor must have experience in the delivery of tobacco cessation services, specifically with successful experience in the delivery of telephone cessation counseling services.

1. Contractor must be a covered entity and in full compliance with the Health Insurance Portability and Accountability Act (HIPAA) regulations, which includes entering into a Business Associate Agreement (BAA) with DHHS to facilitate transfer of data. See Exhibit 6, *HIPAA Business Associate Agreement Provisions*.
2. Contractor must provide reports that meet the requirements of the CDC Office of Smoking and Health and National Quitline Data Warehouse Quitline Services Survey and CDC TIPS Campaign. See Exhibit 4, *Nebraska Tobacco Quitline Reporting Requirements* and Exhibit 5, *Nebraska Tobacco Quitline Reports*.
3. No Contractor or any proposed subcontractors can have a current, or within the past five years, contract or affiliation with tobacco companies. In addition, the awarded Contractor or any proposed subcontractor may not accept tobacco industry business (contract or affiliation) for the duration of this contract.
4. Contractor should have experience working with State Health Departments and/or State Tobacco Control programs on tobacco cessation interventions.
5. Contractor must be a member of NAQC.
6. Contractor must have experience in tobacco cessation, experience in serving diverse clients, and awareness/participation in NAQC efforts.
7. Contractor must be readily available, for DHHS communications, 8:00 AM to 5:00 PM, Central Time, Monday through Friday, unless otherwise specified within the RFP. Contractor must be available by telephone and email throughout the course of the contract.
8. Contractor is prohibited from using any funds paid through this contract for any direct contact with state legislators or their staff for purposes of influencing any legislative policies or funding decisions.
9. Contractor will be responsible for all packaging and postage necessary to provide NRT distribution to qualified participants.
10. Contractor must obtain appropriate continuing education units (CEU's) for various online healthcare provider training. At minimum, the CEU's must be available for all licensed prescriber healthcare professionals.
11. Contractor must provide, within two weeks of contract start date, an affirmation that TFN is the sole owner of the client database and that client data from the Nebraska Tobacco Quitline will not be used by the

Contractor for any purpose other than the provision of Quitline services, administrative and management analysis for operational improvement, benchmarking, or similar activities without prior written approval of TFN.

12. The Contractor will work in close collaboration with the TFN staff and the TFN media Contractor to coordinate/adjust cessation media campaign efforts to assure call volume and Contractor staffing capacity mesh to every degree possible.

E. SCOPE OF WORK

The Contractor will implement, at no-charge to the caller, a telephone-based tobacco use cessation quitline to assist Nebraskans with quitting smoking or the use of other tobacco products. As appropriate to each individual's readiness to quit, the Contractor will provide screening, assessment, proactive counseling, distribution of NRT, and support materials to individuals seeking assistance from the Quitline. The Contractor will also provide referrals to community based cessation programs when and if community programs are available. Additional services to be provided include web-based coaching services, mobile applications (apps), text messaging, and free comprehensive online training on brief tobacco intervention techniques and best practices to help healthcare providers work with patients quitting tobacco. The Quitline will provide services in the following areas:

1. INTAKE

- a. Provide screening of all callers to determine the services desired. Screening of tobacco users must include, but is not limited to, the Minimal Data Set questions as recommended by NAQC, and obtaining permission of the tobacco user to be contacted for follow-up.
- b. Provide information to callers, tobacco users and non-users, on tobacco dependence and its treatment, the dangers of secondhand smoke and other tobacco-related information. Information may include advice for family and friends on helping a tobacco user quit, and providing appropriate support through a quit attempt.

2. COUNSELING AND CONSULTATION

- a. Provide a simple, no-cost point of access to services to assist tobacco users in quitting by providing screening and assessment of readiness to quit, counseling and advice, NRT including information on the U.S. Public Health Service recommendations on the use of pharmacological cessation aids, support materials, and referral to community-based services as appropriate.
- b. For callers who are ready to quit, the Contractor will assist the caller to develop a personalized quit plan; provide comprehensive, proactive, phone-based behavioral counseling to interested clients; linkage with available health plan coverage for tobacco dependence treatment; and/or referral to community-based services, if desired and available. For healthcare professionals, the Contractor must provide technical assistance and consultation on a variety of effective tobacco dependence treatment issues. Topics may include but are not limited to: up-to-date information about NRT; referrals to the Quitline; fax referral programs (Medicaid fax referral program); implementation of in-office procedures following the Public Health Service Clinical Practice Guidelines on Treating Tobacco Use and Dependence; assistance on complicated patient case management issues; community-based tobacco cessation programs; provide free comprehensive online training (including free continuing education units) on brief tobacco intervention techniques; and best practices to help healthcare providers work with patients quitting tobacco.
- c. Share participant information with the healthcare provider and/or upon request by the Managed Care Organization (MCO) to provide information about an individual, Contractor may inform the MCO whether the individual has contacted the Nebraska Tobacco Quitline regarding his or her interest in tobacco cessation treatment. Contractor shall only provide information to MCO currently under contract with DHHS. This would include working with Nebraska Medicaid and its process for participants to receive tobacco cessation services (See Exhibit 1, *Nebraska Medicaid Provider Bulletin*).
- d. Provide information and support to the family and friends of tobacco users who may request assistance in motivating and helping loved ones quit tobacco.

3. EVALUATION AND QUALITY ASSURANCE

- a. Provide services that are culturally and linguistically appropriate for the following specific populations:
 - i. Medicaid beneficiaries
 - ii. Uninsured/Low Socioeconomic Status
 - iii. Pregnant women
 - iv. Senior adults
 - v. Veterans
 - vi. Smokeless tobacco users
 - vii. Native Americans

- viii. African Americans
- ix. Hispanic/Latinos
- x. Spanish speaking callers
- xi. Deaf and hard of hearing
- xii. Callers with mental health or substance abuse disorders
- xiii. Teens
- xiv. Other limited English speaking populations

- b. Facilitate effective evaluation of the Quitline by working collaboratively with TFN. Quitline evaluation will be conducted by the Contractor to verify tobacco use status and measure client satisfaction. Follow-up evaluation and client satisfaction calls may be made to a random sample of callers meeting evaluation criteria after the receipt of services, at 7 and 13 months.

F. CONTRACTOR REQUIREMENTS

1. SYSTEM CAPABILITY

- a. The Contractor must ensure core functionality to provide qualified personnel, facilities and equipment necessary to run a quitline with services that includes, at a minimum, a toll-free telephone line, fax referrals and web-based services.
- b. The Contractor's system must be able to handle multiple, simultaneous incoming and outgoing calls with multi-lingual capability through a language assistance line, including TDD line. Systems must offer, at a minimum, a strong scalable communications server, automatic call distribution functionality, real-time monitoring of overall activity as well as individual calls, collection, analysis and reporting of data, telephonic integration allowing information exchange between voice and data systems. Systems must have the ability to track during and outside of hours of operation, "hits to the line", abandonment rates, wait times, and length of call. The systems must also be able to record all calls for quality assurance purposes. Describe technical system capacity, including personnel, facilities and equipment available to provide a toll-free telephone service capabilities.
- c. The call center must provide a live answer during the "live" response hours of operations, per Section V.F.2. Automated answering systems may only be used when quitline personnel are unavailable. If an automated answering is used, the caller must not be required to select more than two options prior to speaking with a registration specialist or other staff person.
- d. It is preferred the Contractor have the ability to accept referrals through an online form.
- e. It is preferred the Contractor have the ability to accept referrals through a secure email system.
- f. The Contractor must be able to handle "live referrals" when a provider contacts the contractor with the client or patient in the room, and then once connected turn the interaction over to the client/patient to complete intake and set a date for the first coaching call.
- g. The Contractor must have the ability to accept an electronic health record referral (e-Referral).
 - i. Preferred bi-directional e-Referral that meets NAQC standards.
 - ii. An electronic connection will be implemented by the Contractor to interface with health care provider systems electronic health records for purposes of electronic referral to Quit Line with electronic feedback. Implementation of two-way electronic referral for one healthcare systems, as identified by DHHS, will be provided at no cost to DHHS.
- h. It is preferred the Contractor have the ability to bill and receive reimbursement from all participating health plans and Medicaid for services provided.
- i. Office space must accommodate administrative, counseling and support staff and confidential records as well as sufficient telephone lines, telephones and computer hardware. A TDD line must be available to provide services to the hearing impaired.
- j. The Contractor must utilize the Nebraska Medicaid fax referral system, Exhibit 7, *Example Quitline Fax Referral Form*, which allows healthcare professionals to fax a referral to the Quitline toll-free, so the Quitline may proactively contact a tobacco user to initiate services. Information may be provided by the Quitline to the referring healthcare professional and/or upon request by the MCO to provide information about an individual, Contractor may inform the MCO whether the individual has contacted the Nebraska Tobacco Quitline regarding his or her interest in tobacco cessation treatment. Contractor shall only provide information to a MCO currently under contract with DHHS.
- k. The Contractor must be capable of identifying callers who may be eligible for Quitline services through a health plan, employer, or other resource and if such eligibility is determined, the Contractor must facilitate a warm transfer of those callers to the Quitline service for which they are eligible, and no charge to TFN for the Quitline services received.

- l. The Contractor must provide 24 hour web-based services as an enhancement to the telephone-based services provided and/or as a stand-alone web-based tobacco cessation program. TFN prefers a system in which participants will be able to register for telephone-based and web-based services through the Internet.
- m. The Contractor must work with TFN to ensure transfer of the Quitline telephone number, the fax referral telephone number, and must be willing to transfer both telephone numbers back to TFN in the event that a subsequent Contractor is utilized in the future.
- j. The Contractor must work with TFN to determine the best option for coordination with NAQC and any other Quitline or support resources that may be available to Nebraskans during this contract period.

2. QUITLINE HOURS OF OPERATION

- a. The Contractor must ensure a system infrastructure to provide live response for 24 hours a day, seven days a week.
- b. Peak times for calls must be continuously monitored, and staffing shall be modified accordingly to meet peak volume times. Volume must be assessed during live hours of coverage, and as needed in collaboration with media events.
- c. Operation is not required for Thanksgiving Day, and Christmas Day, however coverage is required for other holidays, especially New Year's Day. Early closure at 2:00 p.m. Central Time on Christmas Eve, and 5:00 p.m. Central Time on New Year's Eve, is acceptable. On the following day, hours of operation must begin no later than 8:00 a.m. Central Time. Holiday coverage may be revised by mutual agreement after the first year of the contract and completion of a call volume analysis.

3. CALL STANDARDS

Contractor should strive to achieve the following performance measures to assess the incoming call center capability.

- a. 90% of calls received during operation hours to the Quitline shall receive a live response.
- b. The average live answer speed shall be within 30 seconds.
- c. Less than 5% abandonment for calls waiting greater than 30 seconds following the initial client queue message.
- d. 100% of self-help materials shall be sent within one day of registration.
- e. 95% of voicemail messages shall be initiated for return within one day.
- f. 70-80% of callers interested in speaking with a Quitline Specialist shall be transferred directly after completing registration. The remaining 20 to 30% will be contacted within the time frame that the participant requests.
- g. The Contractor must reach, or document an attempt to reach, 90% of multiple call participants during the established appointment time for all intervention calls.
- h. Contractor must attempt to contact all fax referrals within 24 hours of receipt.
- i. 70% of multiple call participants will receive a time-sensitive quit date call within 48 hours of their quit date.
- j. 80% of calls during airing of federal campaigns are answered within 30 seconds.

4. MANAGEMENT AND STAFFING

- a. The Contractor must provide a single point of contact (account representative) for communications between the Contractor and TFN.
- b. The Contractor must develop a staffing plan that will provide live call response and counseling 24 hours, seven days a week by trained behavioral health specialists. Staff must have a bachelor's or master's degree in social work, psychology, or other behavioral health fields with a minimum of two years' of counseling experience.
- c. The Contractor must ensure a ratio of at least one supervisor to every 10 to 15 counselors, and provide adequate orientation and ongoing training for all staff. Training must include cultural competency in working with Native Americans, African Americans, Hispanics/Latinos, and pregnant women.
- d. The Contractor must have a clinical and/or medical director available to provide technical assistance and oversight as needed.
- e. If any staff members are allowed to work from home, the Contractor must have a plan for ensuring adequate supervision and training of home-based workers.
- f. The Contractor must work with TFN to manage the funds available under this contract, in the event that demand begins to exceed the available State budget.

5. REPORTING REQUIREMENTS

- a. The Contractor must be able to collect data that measures the performance of the Contractor in terms of waiting time for callers, volume of calls received during times when a live answer is not available, abandonment rates, and accuracy of counseling information given by the staff.
- b. The Contractor must collect required data elements. Data collection requirements may change upon mutual agreement of TFN and the Contractor.
- c. Contractor will follow the Nebraska Medicaid flow chart process (See Exhibit 3, *Flowchart*), which includes providing an outcome report to providers regarding the Quitline client participant status.
- d. Contractor will send both identified and de-identified data to TFN.
- e. Contractor's computerized tracking system must be able to document Quitline activity, including the ability to tabulate discrete individuals, services provided, call patterns, caller demographics, and the analysis and reporting of data on a monthly, quarterly, and annual basis.
- f. Contractor must use precautions to ensure that files and programs can be re-created in the event of loss by any cause, including plan to safeguard data files (frequency of back-up copies, storage location, methodology for restoring from backup copies when activity has been processed in the interim.)
- g. Contractor must ensure confidentiality of caller records
- h. Contractor must have a process for issuing a Notice of Privacy Practices and obtaining permission from participants to be contacted for evaluation.
- i. Contractor must provide quarterly reports (See Exhibit 4, *Nebraska Tobacco Quitline Reporting Requirements* and Exhibit 5, *Nebraska Tobacco Quitline Reports*) and data for the National Quitline Data Warehouse reporting guidelines in conjunction with TFN.
- j. The term "quit" shall be fully defined by 7 and 13 month follow-ups, from the quit date, when the client is contacted to determine smoking/tobacco use status within the past week. This will be divided by the total of individuals who have received at least one counseling session to determine quit rates. The inability to follow-up or locate an individual is not considered a "quit" for the purpose of the reporting requirements. Any reference to "quit rates" must be calculated using an intent-to-treat analysis. Quit rates utilizing other types of analyses may be included in addition to the intent-to-treat analysis rates; however, the applicant must clearly articulate how the rates were calculated See Attachment 4, Reporting Quit Rates. Quit rates will be calculated by treatment type.

6. Quality Assurance/Quality Improvement

- a. The Contractor must develop, implement, and follow a comprehensive quality assurance plan. The quality assurance plan must describe the procedures, standards, and measures to be used to ensure quality. It must also discuss how the organization's performance in the various areas of quality assurance is to be reported, how the reported data should be interpreted, and how that information will be used not only to maintain the quality of services, but to improve them as well. Quality assurance plan must be submitted to TFN for review and approval no later than 60 days after contract start date.
- b. Contractor must work with TFN or a third party to facilitate follow-up research evaluation to determine quit rates and customer satisfaction. This may involve data use agreements for the purpose of HIPAA compliance, and may involve the Contractor's seeking the client's permission to participate in a follow-up study. See Exhibit 6, *HIPPA Business Associate Agreement Provisions*.
- c. TFN may routinely make "secret shopper" calls to verify service quality. Describe how the Quitline will address issues that are identified as a result of "secret shopper" calls and provide a least one example of a quality improvement measure taken as a result of "secret shopper" feedback or other situations in which problems were identified by a state or commercial client.
- d. Contractor must have a database system to ensure reporting accuracy.
- e. Contractor must have a quality assurance plan as it relates to both Quitline operations and clinical service delivery.
- f. Contractor must have a mechanism to address complaints internally, as well as the types of complaints that will be expected to be addressed by TFN and the process by which such calls will be referred to TFN for follow-up, while maintaining participant privacy under HIPAA.
- g. Contractor must maintain current, science based, high quality services. Examples include, but are not limited to, a Scientific Panel or Advisory Board.

7. Surveillance and Evaluation

- a. Contractor must collaborate with TFN and any applicable third party to facilitate evaluation of the quantity and effectiveness of services and referrals.
- b. Contractor must maintain a client database that meets the measures determined by TFN and National Quitline Data Warehouse, to assure confidential, efficient means of transferring the database as needed in order to conduct evaluation.

- c. The term “quit” shall be fully defined by 7 and 13 month follow-ups, from the quit date, when the client is contacted to determine smoking/tobacco use status within the past week. This will be divided by the total of individuals who have received at least one counseling session to determine quit rates. The inability to follow-up or locate an individual is not considered a “quit” for the purpose of the reporting requirements. Any reference to “quit rates” must be calculated using an intent-to-treat analysis. Quit rates utilizing other types of analyses may be included in addition to the intent-to-treat analysis rates; however, the applicant must clearly articulate how the rates were calculated See Exhibit 2, *Reporting Quit Rates*. Quit rates will be calculated by treatment type.
- d. Provide opportunities for TFN to engage in Quitline – related research in conjunction with other states Quitlines.

8. SERVICE DELIVERY PROTOCOL

The Quitline must provide the following services using a consistent, systematic and research-based protocol:

- a. Provide services to all clients at a minimum of age 16 years and older;
- b. Screen all callers and provide general information to callers requesting it;
- c. Provide information to non-tobacco callers calling on behalf of friends or relatives who use tobacco;
- d. Assess caller’s tobacco use history and readiness to quit using tobacco products.
- e. As appropriate, review tobacco treatment benefits including Medicaid provided by caller’s third-party payer and facilitate linking the caller to the benefit.
- f. For callers ready to quit, at no cost:
 - i. Provide an immediate counseling intervention with a Quitline specialist, for effective quitting,
 - ii. Review U.S. Public Health Service recommendations on the use of pharmacological cessation aids, provide nicotine replacement therapy and refer callers to physicians or other healthcare professionals as needed,
 - iii. If applicable, mail the NRT directly to the caller’s permanent address
 - iv. Mail self-help materials,
 - v. Offer an opportunity to receive up to five (5) proactive follow-up behavioral counseling sessions based on the caller’s need for the service. TFN may approve up to ten (10) proactive follow-up calls for specific populations. Request for approval must be provided in writing.
 - a) The Contractor must provide comprehensive proactive counseling support initiated by Quitline cessation specialists to callers who are ready to quit and agree to counseling. The counseling must be based on protocols that has demonstrated through research in randomized clinical trials to be effective in providing support and assistance in helping people successfully quit tobacco use and prevent relapse.
 - b) The Contractor must have established processes that callers enrolled in the intensive program are assigned a counselor who will follow-up with the caller through each of the subsequent sessions. In the event of staff turnover, illness, client availability for the sessions, or other events that would prohibit the same counselor from following-up with a caller, the caller should be informed of the circumstances and offered an alternative.
 - c) The Contractor must strive to schedule the proactive follow-up counseling sessions as appointments with the caller at a specific date and time, or a specific date and range of time within which the session might be scheduled.
 - d) Collaborate with TFN to facilitate follow-up evaluation at 7 and 13 months, from quit date, to verify tobacco use status and client satisfaction.
 - e) For tobacco users who are not interested in receiving follow-up proactive counseling, offer encouragement to call the Quitline again for assistance as needed.
 - f) Provide tobacco users who are not ready to quit tobacco use:
 - 1). Appropriate motivational messages to promote effective quitting,
 - 2). Send self-help or other appropriate materials, and
 - 3). Encourage them to call back when they are ready to quit

- g) Provide information to family or friends of tobacco users who may be calling for information on how to support someone through a quit attempt.
- g. Protocols for all counseling interventions, both initial and follow-up, must be based on research showing effectiveness inducing behavior change utilizing motivational interviewing and a cognitive-behavioral approach to treating tobacco use. All protocols will require review and approval by TFN. Protocols must be revised as needed, to keep pace with research on effective telephone-based tobacco dependence treatment interventions.

9. TECHNICAL ASSISTANCE FOR HEALTHCARE PROFESSIONALS

- a. The Contractor must provide technical assistance and advice to healthcare professionals who call the Quitline.
 - i. Provide a free comprehensive online training on brief tobacco intervention techniques and best practices to help healthcare providers work with patients quitting tobacco.
 - a) Ensure all trainings are developed, delivered and maintained in compliance with accreditation requirements for continuing education units (CEUs) of target audience. The target audience consists of, but is not limit to: physicians, nurses, substance abuse counselors, mental health counselors, psychologists, social workers, certified tobacco treatment specialists and other healthcare professionals. At minimum, CEU's must be available for all licensed prescriber healthcare professionals.
 - b) Topics should include, but not be limited to: up-to-date information and recommendations based on the PHS Clinical Practice Guidelines on Treating Tobacco Use and Dependence with regard to the use of pharmacotherapies; implementation of in-office procedures to address tobacco use; recording of intervention on electronic health records; tobacco dependence treatment with special populations; how to utilize the Nebraska Medicaid fax referral process with the MCOs; information on how clients can utilize the Quitline and its services; and effective in-office or community-based tobacco cessation interventions including the 5A's: Ask, Advise, Assess, Assist & Arrange or 2A's and a R: Ask, Advise and Refer.
 - c) Process and provide free continuing education units (CEUs) to providers upon completion of the course.
 - d) The Contractor must provide tracked and reported analytics for the online training to TFN.
 - ii. The Contractor must provide participant information with the healthcare provider and/or MCOs that are under contract with the State of Nebraska to help ensure continuity of care and seamless delivery of services.
 - iii. Provide technical assistance and consultation to TFN staff working with healthcare professionals on a variety of effective tobacco dependence treatment issues.
 - iv. Quitline medical director role must work with the Quitline staff and healthcare professionals to resolve complex issues.
 - v. Provide participant information with to the healthcare provider and/or MCOs.

10. REFERRAL DATABASE AND FEEDBACK

- a. The Contractor must utilize available TFN resources for tobacco cessation services in addition to the Quitline. For example, www.QuitNow.ne.gov
- b. The resources must provide sufficient information to match callers by location, type of cessation service, the time services are available, costs associated with participation or materials, and specialized services for target populations.

11. SUPPORT MATERIALS

- a. The Contractor must develop or use existing cessation support materials that address self-help cessation techniques for tobacco users. Tailored materials must be made available for smokeless tobacco users, pregnant women, youth and Native American callers. All support materials must be approved by TFN prior to implementation.
- b. Materials are required to meet low literacy level needs (4th grade), utilize pictures and graphics extensively, and be available in English and Spanish, at a minimum. Materials may be required in additional languages if call volume or other analysis by either the Contractor or TFN indicate the need. Information on secondhand smoke and other tobacco-related educational materials will also be appropriately mailed to callers.

- c. TFN approval of all materials is required. Any revisions to materials must be approved prior to implementation. The Nebraska Tobacco Quitline logo must be on all of the Contractor's printed materials for distribution to quitline callers, unless otherwise approved by TFN.
- d. Support materials must be available for and provided to, but not limited to:
 - i. Proxy callers
 - ii. Healthcare professionals
 - iii. Tobacco users, not ready to quit
 - iv. Tobacco users, ready to quit but not interested in ongoing counseling
 - v. Specific populations (e.g. racial and ethnic minority groups, mentally ill, and rural populations).
- e. Support materials must be sent out within 48 hours of request.

12. QUITLINE MEDIA CAMPAIGNS

- a. The Contractor must provide sufficient staffing in order to meet increased demand. The Contractor must collaborate with TFN and its media Contractor for effective coordination of media promotion and Quitline services.

13. PROMOTION TO HEALTHCARE SYSTEMS

- a. The Contractor will collaborate with TFN in updating and utilizing promotional materials that will be disseminated by TFN to healthcare professionals and systems. The Contractor will collaborate with TFN to assure effective coordination of promotion to healthcare professionals and Quitline services.
- b. Contractor will work with TFN to respond to calls generated as a result of paid media promotion, earned media promotion, and promotion through health systems.
- c. Contractor may also be requested to participate in annual presentations (up to two) at state conference/training programs identified by TFN to educate and inform stakeholders, healthcare professionals, administrators, insurers, and purchasers about the Quitline and promote the systems change recommendations contained in the U.S. Public Health Service Clinical Practice Guideline, Treating Tobacco Use and Dependence.
- d. The Contractor must provide technical assistance to TFN regarding the development and utilization of a fax referral system as a way to increase the number of healthcare providers who refer patients to the Quitline.
- e. Contractor will assist TFN or media Contractor to assure effective coordination with media promotion, promotion to healthcare professionals, and other tobacco control activities in Nebraska.

G. COUNSELING TECHNICAL REQUIREMENTS

- 1. Provide a Counseling System that has the following:
 - a. Protocols for the first contact during live hours.
 - b. Protocols to triage the caller's need for services.
 - c. Protocols to assess a tobacco user's readiness to quit. For the caller ready to quit, the Counseling System must track:
 - i. Registration for services
 - ii. Initial counseling for successful quitting
 - iii. Provision of self-help materials or other resources
 - iv. Assessment of caller's interest in proactive cessation counseling
 - v. Assessment of caller's insurance status including Medicaid and Medicare and feedback to the caller about the availability of tobacco dependence treatment coverage through health insurance.
 - vi. Provide comprehensive, proactive follow-up cessation counseling. Counseling must be based on protocols that research in randomized trials has demonstrated to be effective in supporting people as they cease the use of tobacco products and in preventing relapse.
 - vii. Provide cessation counseling to educate on nicotine replacement therapy options, how the caller will be screened for medical eligibility and how the proper nicotine replacement therapy will be selected for the caller.
- 2. Contractor will work with the following populations, but is not limited to:
 - a. Medicaid beneficiaries
 - b. Uninsured/Low Socioeconomic Status
 - c. Pregnant women
 - d. Senior adults
 - e. Veterans
 - f. Smokeless tobacco users

- g. Electronic Nicotine Delivery Systems (ENDS) users
- h. Behavioral health tobacco users
- i. Diverse ethnic, racial and cultural minorities, particularly Native Americans.

3. Provide services to callers with limited English proficiency.
4. Contractor must describe, to insured callers, how insured callers will be linked to their healthcare system to access a tobacco dependence treatment benefit, if available, or to a healthcare professional for prescription cessation aids or other medical follow-up
5. Protocols for referrals to community-based services.
6. Provide coaching services available through technology (e.g. web-based coaching, app, text messaging) and made available to all Nebraska tobacco users.
7. Provide professional staff.
 - a. It is important that Nebraska callers feel that they have found meaningful help when they reach the Nebraska Tobacco Quitline , and that the Quitline staff will go the extra mile to assure that needs are met—whether for information and referral, immediate counseling assistance, linkage to a healthcare professional or health plan for tobacco dependence treatment benefits, or just reassurance that this is a difficult and important step and the Quitline’s professional staff are capable of facilitating them through a quit process that will lead to success.

H. NICOTINE REPLACEMENT THERAPY (NRT)

1. TFN will approve a period of time and budget for when NRT will be available through distribution, the supply length (example: 2 weeks, 4 weeks, 6 weeks), the NRT options (example: Nicotine Gum, Patch, Lozenges, Combination Therapy) and who eligible to receive
2. Contractor will provide a supply of NRT to medically qualified participants over the age of eighteen (18) enrolled in the Nebraska Tobacco Quitline.
3. Contractor will provide and follow the NRT screening protocols. Protocols must be submitted to TFN, for approval, a minimum of 30 days prior to implementation.
4. Upon TFN approval, Contractor will provide NRT options per eligible participant; nicotine patches, gum, lozenges, or combination therapy of the patch and the gum or lozenges. Dosage and type of NRT shall be determined by the Quitline counselor and the caller at the time of screening. Type and Dosage options are as follows:

NRT - 2 week supply
Nicotine Gum – 2 mg
Nicotine Gum – 4 mg
Patch – 7 mg
Patch – 14 mg
Patch – 21 mg
Lozenges – 2 mg
Lozenges – 4 mg
Combination Therapy – Patch and Nicotine Gum
Combination Therapy – Patch and Lozenge
NRT - 4 week supply
Nicotine Gum – 2 mg
Nicotine Gum – 4 mg
Patch – 7 mg
Patch – 14 mg
Patch – 21 mg
Lozenges – 2 mg
Lozenges – 4 mg
Combination Therapy – Patch and Nicotine Gum
Combination Therapy – Patch and Lozenge
NRT - 6 week supply
Nicotine Gum – 2 mg
Nicotine Gum – 4 mg
Patch – 7 mg
Patch – 14 mg
Patch – 21 mg
Lozenges – 2 mg
Lozenges – 4 mg
Combination Therapy – Patch and Nicotine Gum
Combination Therapy – Patch and Lozenge

5. Contractor will assume full responsibility for screening participants receiving medical authorization when necessary, and ordering NRT.
6. Contractor will ensure that NRT will be available to eligible participants screened during distribution times determined by Tobacco Free Nebraska.
7. Contractor will mail NRT directly to the participant's permanent home mailing address.
8. Contractor will monitor the TFN approved budget and distribution timeline.

I. REPORTING

1. The Contractor must submit monthly, quarterly and annual reports (Exhibit 4, Nebraska Tobacco Quitline Reporting Requirements and Exhibit 5, Nebraska Tobacco Quitline Reports) to TFN to track use of the Quitline, as well as caller participation levels and progress. A computerized tracking system to document Quitline activity must be able to accurately tabulate discrete individuals, services provided, caller demographics and other characteristics including all referrals into and out of the system. The system must be able to produce reports on the types and amounts of services provided per caller, call patterns by time of day, day of week and month, and estimates of costs by types of service provided.
2. The Contractor must submit quarterly reports (Exhibit 4, Nebraska Tobacco Quitline Reporting Requirements and Exhibit 5, Nebraska Tobacco Quitline Reports) to TFN to comply with the National Quitline Data Warehouse Survey.
3. The Contractor must submit an electronic copy of the monthly report to TFN in order to receive payment for the reporting period. Quarterly reports and an annual summary of standardized reports that provide aggregate data by county must also be submitted in the same manner.
4. Contractor must ensure that files and programs can be re-created in the event of loss by any cause, including plan to safeguard data files (frequency of back-up copies, storage location, methodology for restoring from backup copies when activity has been processed in the interim.)
5. Contractor must provide and keep updated definitions of each item contained in the report.

J. DELIVERABLES

1. See Cost Proposal, Attachment 2,
 - a. All prices, including but not limited to personnel, supervision, training, travel, administrative costs, materials, postage and handling, data collection and reporting, referral database, language and system capability, must be included in the cost per client interaction completed. Quitline services must include day-to-day tracking & surveillance of interactions.
 - b. Tobacco Free Nebraska will not pay for non-registered callers such as inquiries from the general public, out-of-state calls, prank calls, wrong numbers, hang-ups, voicemail, spambots and robocalls. Tobacco Free Nebraska will not pay for letters or calls made in an attempt to reach participants. All prices listed in the Cost Sheet must be for received/completed interventions and must not include those callers who enroll or agree to a protocol but do not receive it. Reimbursement will only be provided for each call after it has actually been completed.

K. OPTIONAL SERVICES

1. **Innovative Projects**
Changes or additions to the contract beyond the scope are not permitted unless required to ensure compliance with any applicable law, or unless, in DHHS's sole determination, such changes or modifications are essential to ensure maximum use of other resources consistent with the purposes of this RFP
2. **Custom Evaluation**
Custom evaluation efforts, as requested by TFN, go beyond the 7 month and 13 month quit rate and satisfaction rate evaluation. Custom Evaluation could focus on a specific population using the Quitline, a specific Quitline service provided, and/or other TFN Quitline initiatives and could involve gathering information from Quitline participants through a survey or other means as developed in the custom evaluation plan.
3. **Website/Text Messaging**
Opportunities for Nebraskans to access the quitline through Web Registration, Web Counseling, and Text Counseling while still meeting all of the requirements of this RFP.

L. LIST OF EXHIBITS

1. Exhibit 1 – Nebraska Provider Bulletin Medicaid
2. Exhibit 2 – Reporting Quit Rates
3. Exhibit 3 – Flowchart of Organization
4. Exhibit 4 – Nebraska Tobacco Quitline Reporting Requirements
5. Exhibit 5 – Nebraska Tobacco Quitline Reports
6. Exhibit 6 – HIPAA Business Associate Agreement Provisions

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. 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 contractor(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 five (5) years. If the organization, its predecessor, or any Party named in the contractor'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 six (6) 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 five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the contractor or litigated and such litigation determined the contractor to be in default.

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

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

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder should provide a summary matrix listing the bidder's previous projects similar to this solicitation in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the contractor 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 solicitation. These descriptions should include:
 - a) The time period of the project;
 - b) The scheduled and actual completion dates;
 - c) The Bidder'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. Bidder 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 bidders 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 solicitation. 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 solicitation 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:

- iv.** name, address, and telephone number of the subcontractor(s);
- v.** specific tasks for each subcontractor(s);
- vi.** percentage of performance hours intended for each Subcontract; and
- vii.** total percentage of subcontractor(s) performance hours.

2. TECHNICAL APPROACH

- a.** The technical approach is a written narrative response to the Corporate Overview and completion of Technical Response, Attachment 1.

Form A
Contractor Proposal Point of Contact
Request for Proposal Number 6204 Z1

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

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

Each contractor should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the contractor'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	
Contractor Name:	
Contractor Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

CONTRACTOR MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that contractor 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 Solicitation.

_____ 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:	