

**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 6249 Z1 | February 28, 2020 |
| OPENING DATE AND TIME | PROCUREMENT CONTACT |
| April 9, 2020 2:00 p.m. Central Time | Connie Heinrichs/Nancy Storant |

**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 6249 Z1 for the purpose of selecting a qualified bidder to provide a Licensure Information System (LIS). 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 five (5) years commencing upon execution of the contract by the State and the bidder (Parties). The Contract includes the option to renew for three (3) 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 awarded bidder's proposal or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

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

These postings will include the entire proposal or response. Bidder must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE 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 determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

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

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this 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

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

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

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 bidder's most favorable terms for price.

Bidder: A vendor 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.

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

Change Control: The formal process for identifying changes that arise in the natural flow of the project (but do not impact scope, deliverables, or budget) and determining the disposition of the requested change or correction.

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.

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 administration 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.

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

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

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

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

Evaluation: The process of examining an offer after opening to determine the bidder'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 vendor. Vendor 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.

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

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

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

Non-responsive Proposal: A bid that does not conform to the requirements of the Request for Proposal.

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

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

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

Payroll & Financial Center (PFC): The State of Nebraska's electronic procurement system of record.

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

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

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

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

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

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

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

Proposal: Bidder's response to a 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 bidder who has 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.

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

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

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

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.

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

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

Should: Expected; suggested, but not necessarily mandatory.

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

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

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

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

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

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

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

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

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or 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.

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.

Vendor: An individual or entity lawfully conducting business in the State.

Will: See Mandatory/Shall/Will/Must.

Work Day: See Business Day.

ACRONYM LIST

ACO – Aspen Central Office

ACH – Automated Clearing House

API – Application Programming Interface

ARRA – American Recovery and Reinvestment Act

BAFO – Best and Final Offer

CMS – Centers for Medicare & Medicaid Services

COI – Certificate of Insurance

COTS – Commercial Off the Shelf

DAS – Department of Administrative Services

DDI – Design, Development and Implementation

DHHS – Department of Health and Human Services

DSDD – Detailed System Design Document

EPL – Electronic Project Library

HIPAA – Health Insurance Portability and Accountability Act

HIT – Health Information Technology

iQIES – Internet Quality Improvement and Evaluation System

IMLC – Interstate Medical Licensure Compact

IS&T – Information Systems and Technology (Division of)

JAD – Joint Application Development

L2K – Licensure 2000

LIS – Licensure Information System

LU – Licensure Unit

NCSBN – National Council of State Boards of Nursing

O&M – Operations and Maintenance

OCIO – Office of the Chief Information Officer

ODBC – Open Database Connectivity

RFP – Request for Proposal

SIT – System Integration Testing

SPB – State Purchasing Bureau

UAT – User Acceptance Testing

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit proposals from qualified Contractor who will be responsible for providing a Licensure Information System (LIS) 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: Connie Heinrichs/Nancy Storant
RFP#: 6249 Z1
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 bidder is limited to the POC listed above. After the Intent to Award is issued, the bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this 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. Bidders 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 bidder's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS

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

| ACTIVITY | | DATE/TIME |
|----------|--|---|
| 1. | Release Solicitation | February 28, 2020 |
| 2. | Last day to submit written questions | March 17, 2020 |
| 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 | March 27, 2020 |
| 4. | Proposal Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508 | April 9, 2020 2:00 PM Central Time |
| 5. | Review for conformance to solicitation requirements | April 9, 2020 |
| 6. | Evaluation period | April 10, 2020 through April 23, 2020 |
| 7. | "Oral Interviews/Presentations and/or Demonstrations" (if required) | May 4, 2020 through May 6, 2020 |
| 8. | Post "Notification of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html | May 8, 2020 |
| 9. | Contract finalization period | May 11, 2020 through June 12, 2020 |
| 10. | Contract award | June 15, 2020 |
| 11. | Contractor start date | June 30, 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 6249 Z1; Licensure Information System Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the bidder's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a 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 bidders 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 bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

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 bidder commits or has committed ethical violations, which include, but are not limited to:

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

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

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

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 bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the 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

Bidders should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted, the State will retain one copy marked "ORIGINAL" and destroy the other copies. The bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Bidder Point of Contact". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label including the RFP number should appear on the face of each container or bidder'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 bidder'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. 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 bidder's Request for Proposal and any other requirements as stated in the Request for Proposal document in order for the bidder's Request for Proposal response to be evaluated.

It is the responsibility of the bidder 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 bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-conforming.

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

The State shall not incur any liability for any costs incurred by bidders 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 and be referenced in the text by the number within the section, and should be placed as close as possible to the referencing text. . The Technical Proposal should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions. Bidder must use the State's Cost Proposal Form.

I. PROPOSAL PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidders 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:

- Rejection of a bidder's proposal;
- Withdrawal of the Intent to Award;
- Withdrawal of the Award;
- Negative Vendor Performance Report(s)
- Termination of the resulting contract;
- Legal action; and
- Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

K. PROPOSAL CORRECTIONS

A bidder 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 bidder and at bidder'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 bidders 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

bidder, 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 bidder 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) Bidders 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 IV;
5. Completed Technical Approach: Attachment Two - Business Requirements Traceability Matrix and Attachment Three - Technical Requirements Traceability Matrix Requirements; and
6. Completed State Cost Proposal Template.

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 bidder 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 bidder;
 - c. whether the bidder 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 II. 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 bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this

subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

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

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

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

Evaluation criteria will be released with the 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 bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their proposals.

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

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

R. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

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 bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

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 bidder proposals that are not material, do not compromise the solicitation process or a bidder's proposal, and do not improve a bidder's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the solicitation;
7. Elect to rebid the solicitation;
8. Award single lines or multiple lines to one or more bidders; 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 bidder 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. 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.

V. 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.

Prices submitted on the Cost Proposal will remain fixed for the initial five (5) year term of the contract. Price increases are limited to three percent (3%) per renewal after the five year initial period. Price increase requests must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period, and be accompanied by documentation justifying the price increase. Further documentation may be required by the State to justify the increase.

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

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

W. 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.

X. ALTERNATE/EQUIVALENT PROPOSALS

Bidder 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. Bidder 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 bidder shall be held liable therefore.

Y. 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. Bidders 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 bidder declines to accept award on individual items; a "lump sum" proposal is one in which the bidder 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.

Z. EMAIL SUBMISSIONS

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

AA. 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.

BB. 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. 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.

II. TERMS AND CONDITIONS

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

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

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

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

A. GENERAL

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within 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. Bidder’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 Bidder’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: |
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| | | | |

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. BUYER'S REPRESENTATIVE

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

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 required 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

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

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

F. AMENDMENT

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

H. VENDOR PERFORMANCE REPORT(S)

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

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: |
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| | | | |

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: |
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| | | | |

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: |
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| | | | |

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

Nothing in this agreement shall be construed as an indemnification by one Party of the other for liabilities of a Party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this contract. Any liabilities or claims for property loss or damages or for death or personal injury by a Party or its agents, employees, contractors or assigns or by third persons, shall be determined according to applicable law.

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. PERFORMANCE BOND

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

The Contractor may be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, which shall be valid through implementation and three months after complete implementation and returned with written approval from DHHS. The amount of the bond must be for the contract amount for the

implementation period. The bond will guarantee that the Contractor will faithfully perform all requirements, terms, and conditions of the contract.

P. LIQUIDATED DAMAGES

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

Failure to meet the timeframes for incident resolution during the Pre-Implementation and Post-Implementation or Operations and Maintenance phases as agreed upon by the parties may result in an assessment of liquidated damages due the State as specified in Attachment Five. Contractor will be notified in writing when liquidated damages will commence. Liquidated damages will be withheld from a quarterly Post-Implementation or Operations and Maintenance payment.

Q. 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.

R. 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.

S. FORCE MAJEURE

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

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.

T. 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.

U. 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.

V. 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.

W. EARLY TERMINATION

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

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.

X. CONTRACT CLOSEOUT

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

Contractor shall be responsible for end-of-contract activities prior to the completion of the contract to ensure that the transition from Contractor operations to the successor Contractor, or DHHS, occurs smoothly and without disruption to DHHS. Contractor must designate a person with the appropriate training to act as the transition coordinator. The transition coordinator must interact closely with DHHS and/or staff of the successor Contractor to ensure an orderly transition.

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

1. Develop a Contract Closeout Plan and submit it to DHHS for review and approval;
2. Transfer all completed or partially completed deliverables to the State;

3. Transfer ownership and title to all completed or partially completed deliverables to the State;
4. 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;
5. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract. End of Contract Transition activities will include planning and timely transfer of data and documentation to the State. Contractor shall provide technical and professional support to the State and/or a successor Contractor in support of the turnover as mutually agreed between the State and the Contractor at no additional cost to the State;
6. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract. Contractor must submit, for approval by DHHS, a detailed plan for the transition of services to a successor system that includes the schedule for key activities and milestones;
7. Return or vacate any state owned real or personal property; and,
8. 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 bidder’s proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within 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: |
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| | | | |

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/Agreement 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 one (1) year 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 one (1) year 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 |
| 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 |
| 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 |
| 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 | \$5,000,000 |
| 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
Public Health Licensure Unit
Attn: Support Program Manager
301 Centennial Mall S
Lincoln NE 68509

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

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

4. DEVIATIONS

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

H. ANTITRUST

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

I. 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.

J. STATE PROPERTY

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

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

K. SITE RULES AND REGULATIONS

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

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

L. ADVERTISING

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

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

N. DISASTER RECOVERY/BACK UP PLAN

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

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.

O. DRUG POLICY

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

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.

P. 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 the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all 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: |
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| | | | |

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices must be itemized, and specify the deliverable or service being billed. Invoices must be emailed to dhhs.licensesupport@nebraska.gov.

The Contractor shall submit invoices that clearly match all charges to the corresponding contract deliverable. Invoice charges should be further categorized by full description of all work completed and/or product delivered, quantities, and prices. Any charges based on hourly rates shall indicate the hours by individual and position, with a detailed explanation of the work covered by the hours. DHHS will finalize the format of the invoices with the Contractor at the start of the contract.

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.

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

E. PAYMENT (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 (0.5%) 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 Department of Health and Human Services (DHHS) provides important health services to Nebraskans. The mission of DHHS, "Helping people live better lives," provides the motivation to effectively provide these services and make a difference in the lives of hundreds of thousands of people. DHHS is Nebraska's largest State agency, responsible for nearly one-third of State government in terms of employees and budget. Agency-wide values guide employees in achieving this mission and effectively implementing the State and Federally-mandated programs and services that assist Nebraskans. These values include: constant commitment to excellence, high personal standard of integrity, positive and constructive attitudes and actions, openness to new learning, and dedication to the success of others.

The mission of the Licensure Unit of the DHHS, Division of Public Health, is "Protection of the public's safety and well-being through regulation of health care professions, facilities, and programs." The Licensure Unit determines initial and continuing eligibility for licensure, investigates complaints, and inspects establishments for regulatory compliance. The Licensure Unit issues and monitors licenses to individuals and establishments that provide health-related services in order to ensure that providers meet statutory requirements and comply with regulations designed to ensure public health. Those who do not have a license may not practice a profession or operate an establishment for which a license is required. Licensees are Individuals, as well as Establishments, such as child care programs, businesses, and health care facilities and services. The Nebraska Legislature establishes statutory requirements for Nebraska licensees. Licensure regulations are established by DHHS, in cooperation with the State Board of Health and multiple boards for individual license types. The Licensure Unit also enforces Federal certification regulations and investigates complaints for the Centers for Medicare and Medicaid Services (CMS) for health care facilities and services that wish to participate in Medicare or Medicaid.

The DHHS Licensure Unit is seeking an interactive, web-based Licensure Information System (LIS) that will provide real-time updates and meet the requirements as outlined in the Attachment Two - Business Requirements Traceability Matrix and Attachment Three - Technical Requirements Traceability Matrix. The system must enable the DHHS Licensure Unit to maintain an integrated electronic licensure management system, including initial licensure, renewals, accounting, inspections, compliance monitoring, investigations, and discipline. It must have electronic capability that will allow for online licensure application and renewal, as well as an online licensure verification system. Applicant and licensee information submitted online must be imported into the database and sent to a staff work queue for processing and approval.

1. The system must provide, but not be limited to, the following:

- a. Web-based system
- b. Role-based security
- c. Integrated document management system and data hosting
- d. Complaint, investigation, discipline, and compliance tracking and reporting
- e. Online capability for initial licensing, renewals, certifications, complaints, and reviewing related documents, inspections, and disciplinary action
- f. Separate work queues for processing initial license applications, renewals, inspections, and complaints, with workflows to transfer work to other staff queues
- g. Ad-hoc report writing capability for all data fields requested on the applications and stored in the database
- h. Audit capabilities for data entry
- i. Document management program that will sync with the database

2. Critical success factors for the DHHS LIS are:

- a. Accuracy – Accurate and efficient entry and retrieval of licensing information
- b. Speed of Reporting – Efficient work management by staff for applicants to receive prompt approval or denial of licensing
- c. Communication – Multi-level communication among staff and with the public regarding status of all inquiries
- d. Flexibility – Reliable, easy-to-use, flexible, and allows staff configuration, modification, and expansion
- e. Affordability

3. DHHS Licensure Unit has four goals for a successful project:

| Goal | Objectives |
|--|---|
| 1. Improve initial, renewal, and reinstatement license issuance process. | <ul style="list-style-type: none"> a. Consolidate information for all individuals and establishments licensed by the DHHS Licensure Unit into a single database. b. Capture license/renewal/reinstatement application data as soon as the application is submitted, and track status until application is approved, renewed, or denied. c. Prepare and document all correspondence within database. d. Track fees received/refunded. e. Maintain audit trails of all transactions. |
| 2. Improve public access to licensee information through the website. | <ul style="list-style-type: none"> a. Allow licensees to pay fees online. b. Provide direct access to application, license, and transaction status online. c. Provide public information online regarding licensed individuals and establishments, including related documents such as disciplinary action, inspections, citations, ownership, etc. |
| 3. Maximize staff productivity for core licensing activities. | <ul style="list-style-type: none"> a. Reduce staff workload for license issuance and maintenance. b. Capture data entered online, and eliminate redundant data entry. c. Provide flexible search options to access license information. d. Track and report staff workload and productivity. |
| 4. Improve computer system for licensing information. | <ul style="list-style-type: none"> a. Allow addition of new professions or statutory requirement changes to the system without the need for Contractor or State IT staff input. b. Provide performance and storage capacity to support Licensure Unit functions as projected for the next five years, with three optional two year renewals. c. Provide reliability and scalability to maintain performance and meet current and future functional needs of Licensure Unit. d. Ensure timely responses to system malfunctions as set forth in Attachment Five – Liquidated Damages. |

A. PROJECT OVERVIEW

The system will be utilized for licensure of Individuals and Establishments. In order to meet these varying requirements, the Contractor shall customize the configuration of the system for each license type. The system must have been developed and utilized in a similarly complex licensure environment.

1. COMPLIANCE WITH FEDERAL HEALTH INSURANCE AND PORTABILITY AND ACCOUNTABILITY ACT (HIPAA), HI-TECH, AND STATE OF NEBRASKA CONFIDENTIALITY LAWS

The Contractor shall comply with all requirements of the Federal HIPAA, 42 U.S.C. § 1320d et seq. and implementing regulations including 45 CFR Parts 160 and 164. The Contractor also shall comply with all State of Nebraska privacy and data breach laws.

The Contractor shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this contract. The Contractor shall follow Federal and State of Nebraska law relating to privacy and security of individually identifiable health information as applicable, including HIPAA and its federal regulations.

The Contractor shall comply with the requirements set forth in the Attachment Four - Business Associate Agreement.

2. SOLUTION TYPE

Bidders must propose a proven Commercial Off-The-Shelf (COTS) system, with minimal customization, that can be configured, modified, or enhanced to support the requirements of the RFP. The State will not accept a system based on open-source software.

3. SOLUTION HOSTING

DHHS requires the system to be hosted by the Contractor.

4. DHHS PROJECT LEADER

DHHS will designate a Project Leader to be the main point of contact with the Contractor.

B. PROJECT ENVIRONMENT

1. CURRENT SYSTEM

- a. DHHS Licensure Unit currently uses Aspen Central Office (ACO) for licensure, certification, inspection of health care facilities and services, and to export data on a daily basis. CMS is converting ACO (stand-alone local server maintained by CMS) to Internet Quality Improvement and Evaluation System (iQIES) (cloud based). DHHS Licensure Unit also uses System Automation's License 2000 ver. 3.64 (L2K) and MyLicense eGov for licensure and inspection of businesses and individuals. L2K (Oracle ver. 11.2.0.1.0) currently contains approximately 655 tables and 50 million records. DHHS also has approximately twelve (12) Access/Excel databases.
- b. The technical systems environment is developed, managed, and maintained by a combination of two organizations: DHHS Information Systems and Technology (IS&T) and the Office of the Chief Information Officer (OCIO). IS&T administers DHHS computer resources and provides support in such areas as system design and development, system maintenance, computer operations, and system project management. IS&T maintains the DHHS Help Desk and desktop support, Outlook email, and warehousing. IS&T is also responsible for DHHS's application support. The OCIO administers the State's data center and telecommunications network.

L2K does not connect to other internal State systems. Data is exported daily to the State's website provider, Nebraska Interactive, LLC. ACO is a federal database that all states use. Specific data fields must link to LIS via a real-time connection.

Several Access databases currently use Open Database Connectivity (ODBC) connections to L2K and ACO.

The ACO Access database is used to manage state licensure of healthcare facilities. The ACO Access licensure data will need to be integrated into the new system.

Integration between systems is currently point-to-point.

- c. The following list provides what is included in the current environment setup:
 - i. Server OS – Windows 2012 or later
 - ii. Domain – Microsoft Active Directory 2008 R2
 - iii. Citrix environment – Citrix XenApp 6.5
 - iv. Application Delivery\ Asset & software inventory – Microsoft System Center Configuration Manager 2012
 - v. Data Backup – CommVault
 - vi. Server Hardware – Dell
 - vii. Hardware Chassis – rack mount
 - viii. Virtualization –VMWare
 - ix. Storage environment – ISCSI SAN, DASD, SMB 3.0
 - x. DHHS Database - Microsoft SQL 2016-2019
 - xi. Workstation environment:
 - a) Workstation hardware - Dell OptiPlex (business line) Small and Desktop form factor workstations dual monitors
 - b) Operating systems- Windows 10 enterprise (64 bit). Supported Browser – Microsoft Internet Explorer 11 (default browser), Chrome 78.0.3904.97, Firefox 60.5.2. All settings controlled by AD Group Policy

2. CURRENT SYSTEM USAGE

See Attachment One, Type and Number of Licensees, for current license counts by license type.

- a. The number of new license applications for the following years are:
 - i. 2017: 31,110
 - ii. 2018: 29,251

iii. 2019: 27,470

Most individuals renew every two (2) years and most establishments renew every year. Transactions include initial, renewal, and reinstatement applications; inspections; investigations; disciplinary actions; and accounting.

The number of logins to complete a new application is unknown, as applicants do not currently log in to complete applications. With the new system, DHHS estimates approximately four (4) logins for completing a new license application, submitting required documents not originally included, checking status of their application, and printing the issued license online.

b. The number of renewals for the following years are:

- i. 2015: 43,530
- ii. 2016: 82,828
- iii. 2017: 44,864
- iv. 2018: 85,018
- v. 2019: 43,832

Renewals vary per license type; some renew annually, and most renew every two (2) years. DHHS envisions one (1) login per licensee to renew related licenses due at the same time.

c. The number of external users from the general public, examination companies, schools, compacts, and other interested parties is unknown.

C. BUSINESS REQUIREMENTS

1. Bidder must submit Attachment Two - Business Requirements Traceability Matrix.
2. The system must comply with State and Federal requirements throughout the life of the contract. Changes in State and Federal requirements are included in the contract scope, and the State will not agree to any additional charges for minor changes (i.e. additional license types, adding a license requirement to an existing license type, etc.).
3. The Contractor's system must comply with the American Recovery and Reinvestment Act of 2009 (ARRA) including the Health Information Technology for Economic and Clinical Health (HITECH) Act, related Meaningful Use of Health Information Technology (HIT), and other applicable Federal requirements.

D. TECHNICAL REQUIREMENTS

1. Bidder must submit Attachment Three - Technical Requirements Traceability Matrix.
2. The system must allow for a minimum of 1,000 users, including DHHS, IS&T, and financial services staff across the State, to access the system. Currently there are approximately 300 DHHS staff users and 260 Board Members, and the system will also need to accommodate additional online users. An approximate minimum of one-third of the total number of concurrent users should be able to be in the system at any given time, without negatively impacting performance.
3. **HARDWARE AND SOFTWARE**
DHHS requires a system where all hardware and software are hosted and maintained through the Contractor. The Contractor will, during the entire contract, maintain any and all third-party software products necessary at their most current version, or no more than two (2) versions back from the most current version, at no additional cost to the State. All security patches for the software must be applied and kept up to date.
4. **RECORD RETENTION**
The system must be consistent with DHHS's current records retention requirements. For the current requirements, see: http://www.sos.ne.gov/records-management/150_schedule.html.

E. SCOPE OF WORK

1. SYSTEM OVERVIEW

The system must meet DHHS’s requirements as specified in this RFP including, but not limited to, the following:

a. INTEGRATION

The system must be able to convert/import data from current systems, import data from internal and external customers via application programming interface (API) or other industry standards, and schedule automated daily data exchanges with external partner databases, such as compacts, schools, and examination companies. DHHS anticipates developing one (1) API over the next twelve to twenty-four (12-24) months for internal use for iQIES. The API will be managed by user maintenance policies within LU.

b. FLEXIBILITY

The system must be flexible enough to handle all license types listed in Attachment One, Type and Number of Licensees, and should be flexible enough to perform the business processes outlined in Attachment Two, Business Requirements Traceability Matrix, such as applications, renewals, continuing education, and accounting. The system should track all changes, customer contacts, and transactions.

c. ROBUST REPORTING

Create flexible and robust reporting capabilities to enable informed decision-making, problem-solving, and process improvement initiatives. The system must enable users to create ad hoc reports with all data elements, including comparing data elements to each other. Report-writing functionality should be user friendly.

d. MOVE TO ELECTRONIC DOCUMENTATION

The system must facilitate the transition from a paper-based environment to an electronic-based documentation system. Staff must be able to scan and attach documentation to licensee records, such as applications and related documents, renewal responses, investigation and inspection reports, and correspondence/emails/communications. The system should incorporate records retention, with various retention periods for different types of documents. Any associated license and maintenance costs must be included in the Cost Proposal.

e. IMPROVED WORKFLOW

Improve workflow via customized menus is necessary, including automatically-generated task lists and user alerts. Work should flow from queue to queue based on business processes.

2. PROJECT PHASES

The State requires that the Contractor has established project management processes and has integrated them into projects of similar scope and size. Proven methodologies and standards, used to control all project activities, are crucial to the success of this project. The State prefers that the Contractor use an approach that has been successful in the past.

a. PROJECT PLANNING AND ANALYSIS PHASE

This phase encompasses Project Planning, Requirements Analysis, and any additional analysis needed prior to the system design activities.

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

| Phase | | Requirements | Due Date |
|-------------------------|-----|--|--|
| | | Draft Project Management Plan for Phases 1-9 | Due with proposal |
| | | Testing Methodology | Due with proposal |
| 1.0 Project Planning | 1.1 | Detailed Project Work Plan | Due 15 calendar days after Contract Start Date |

| Phase | | Requirements | Due Date |
|---------------------------|-----|---|--|
| | 1.2 | Project Control Documents (Risk Management and Resolution Plans, Issue Management and Resolution Plan, Organizational Change Management Plan, Work Management Plan, Change Control Documents) | Due 15 calendar days after Contract Start Date |
| | 1.3 | Status Reporting Plan | Due 15 calendar days after Contract Start Date |
| | 1.4 | Electronic Project Library (EPL) | Due 15 calendar days after Contract Start Date |
| | 1.5 | Security Plan | Due 15 calendar days after Contract Start Date |
| | 1.6 | Business Continuity Plan/Disaster Recovery Plan | Due 15 calendar days after Contract Start Date |
| 2.0 Requirements Analysis | 2.1 | Fit/Gap Analysis | Due dates to be determined in the Detailed Work Plan |

- i. **Draft Project Management Plan (Due with Proposal)**
The Draft Project Management Plan should include estimates of items listed in Section iii. Detailed Project Work Plan (Phase 1.1) below.
- ii. **Testing Methodology (Due with Proposal)**
The Testing Methodology should include methods for developing and maintaining test scenarios, test sets, test cases, and test steps to document test procedures and test results.
- iii. **Detailed Project Work Plan (Phase 1.1)**
The Contractor will develop and submit to DHHS a Project Work Plan that includes a schedule and Gantt chart (for all project tasks, subtasks, and activities), milestones, and deliverables. Resources from the Contractor and DHHS must be included for all tasks, subtasks, and activities that exist as line items within the Project Work Plan. The Detailed Project Work Plan must be reviewed and approved by DHHS. The Contractor's Project Work Plan will also maintain the following date-sensitive information:
 - a) Originally scheduled Start and End dates for all tasks, subtasks, and activities (including milestones and deliverables);
 - b) Anticipated Start dates for tasks, subtasks, and activities, if schedule fluctuation has occurred;
 - c) Anticipated End dates for tasks, subtasks, and activities, if schedule fluctuation has occurred;
 - d) Actual Start dates for all current and completed tasks, subtasks, and activities; and
 - e) Actual End dates for all completed tasks, subtasks, and activities.

The Contractor will collaborate with the DHHS Project Leader to maintain an integrated Detailed Project Work Plan for all project related activities on an ongoing basis and identify issues that affect deadlines. The Contractor shall update the Detailed Project

Work Plan as needed, and submit an updated Detailed Project Work Plan to DHHS on at least a monthly basis to reflect the evolving schedule, priorities, risks, and resources.

iv. Project Control Documents (Phase 1.2)

The Contractor shall submit plans for the project, including:

a) Risk Management and Resolution Plan

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

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

b) Issue Management and Resolution Plan

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

c) Organizational Change Management Plan

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

d) Work Management Plan

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

e) Change Control Documents

1). Change Control Process

The Contractor must work with DHHS to establish a change control process. Change control is the formal process for identifying changes, within scope, that arise in the natural flow of the project and determining the disposition of the requested change or correction. The Change Control Process will span the entire project life cycle and incorporate a formal change request process, including formal DHHS review and approval. After going through the process described

directly below, all changes must go through the Change Order process in Section II. Terms and Conditions, G. Change Orders.

Each Change Control Request will:

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

2). Change Control Tracking System

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

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

v. Status Reporting Plan (Phase 1.3)

Status report plan is the protocol for submittal of Status Reports, including the format and media for submittal and the procedure(s) for submittal. Key information for these reports includes: summary of recent accomplishments; identification of, resolution plans, and documentation for critical issues and risks (from issue and risk management tools); activities planned for the next reporting period; and a summary of the project's progress according to the schedule, budget, and task list. Schedule monitoring will include identification of any project schedule variance that has occurred.

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

vi. EPL (Phase 1.4)

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

vii. Security Plan (Phase 1.5)

The Security Plan must include application controls to prevent unauthorized use, maintain system process controls, and log all transactions. In addition, the system must provide security to limit availability to application functionality, software screens, data records, data elements, and data element values where appropriate.

The Contractor shall develop and document a Security Plan to prevent unauthorized use and disclosure of sensitive and confidential data. The Security Plan shall include administrative, physical, and technical safeguards. The plan must also conform to [State and Federal laws and regulations](#). The State must approve the Security Plan, and will, from time to time, conduct audits of the Security Plan. The State must approve modifications to the Security Plan. The Contractor must provide full cooperation during those audits.

viii. Business Continuity/Disaster Recovery (Phase 1.6)

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

- a) Identification of the core business processes;
- b) For each core business process:
 - 1). Identification of potential system failures for the process,
 - 2). Risk analysis,
 - 3). Impact analysis,
 - 4). Definition of minimum acceptable levels of outputs.
 - 5). Documentation of contingency plans; and
 - 6). Definition of triggers for activating contingency plans;
- c) Discussion of establishment of a business resumption team;
- d) Maintenance of updated disaster recovery plans and procedures; and
- e) Plan for replacement of contractor personnel

ix. Requirements Analysis (Phase 2.0)

The outcome of Requirements Analysis is a set of documents that define the details of the baseline functionality to be included in the system. These documents will be developed in conjunction with the Business and Technical Requirements Traceability Matrixes.

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

x. FIT/GAP Analysis (Phase 2.0)

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

b. DESIGN, DEVELOPMENT AND IMPLEMENTATION (DDI) PHASE

The following table contains the requirements for the Contractor in the Design, Development, and Implementation (DDI) phase of the project. The due dates for each phase will be determined in the Detailed Work Plan.

| Phase | | Requirements |
|--|-----|--|
| 3.0 Design | 3.1 | Detailed System Design Document (DSDD) |
| | 3.2 | Testing Plan |
| 4.0 Development, Interfaces, Integration | 4.1 | Software Development Plan |
| | 4.2 | Construction Summary Report(s) (as requested) |
| | 4.3 | Code Management Plan |
| | 4.4 | Master schedule of interface development efforts |
| | 4.5 | Interface Design/Test Environment/Testing |
| 5.0 Data Conversion | 5.1 | Data Conversion Plan |
| | 5.2 | Conversion Guide |
| | 5.3 | Conversion Results Report |
| 6.0 Testing | 6.1 | System Integration Testing |
| | 6.2 | User Acceptance Testing Plan |
| | 6.3 | Test scripts, test conditions, expected results, actual results |
| | 6.4 | Testing Results Weekly Report |
| | 6.5 | System Testing Results Report, with an updated Requirements Traceability Matrix |
| 7.0 Training | 7.1 | Training Plan |
| | 7.2 | Onsite Train-the-Trainer session(s) (including classroom materials, leave-behind materials, and limited on-going advice for trainer group) |
| | 7.3 | Online Training Materials |
| | 7.4 | Administrative and User Reference Materials |
| 8.0 Implementation | 8.1 | System Implementation Plan |
| | 8.2 | Approved Final Readiness Assessment |
| | 8.3 | User documentation and help files |
| | 8.4 | Hardware and software product documentation |
| | 8.5 | System Go-Live |
| | 8.6 | System error documentation |
| 9.0 Burn-In Period | 9.0 | Issue resolution |

i. Design (Phase 3.0)

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

The Contractor shall evaluate the detailed design and test requirements considering:

- a) Traceability to the requirements of the software item
- b) Consistency with architecture
- c) Feasibility of testing
- d) Feasibility of operation and maintenance

ii. Detailed System Design Document (DSDD) (Phase 3.1)

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

iii. Testing Plan (Phase 3.2)

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

- iv. **Development, Interfaces, and Integration (Phase 4.0)**
Contractor shall conform to software engineering best practices defined in the industry for development of system components.
- v. **Software Development Plan (Phase 4.1)**
Contractor shall create the Software Development Plan, which shall describe the methods and process for using a systematic, documented approach for all software development activities and the environment in which this work will be completed.
- vi. **Construction Summary Report (Phase 4.2)**
Contractor shall provide to DHHS a Construction Summary Report during the Development work as requested. The report must contain, at a minimum:
 - a) Major products developed, delivered, or updated
 - b) Identification of all issues that have arisen and resolutions (identification of issues/risks that may impact the next phase)
 - c) Assurance of walkthrough and transfer of knowledge
- vii. **Code Management Plan (Phase 4.3)**
Contractor shall provide to DHHS a Code Management Plan for any customization included in the proposal.
- viii. **Master Schedule of Interface Development Efforts (Phase 4.4)**
At a minimum, the system must interface with the following:
 - a) ACO, the CMS software for health care facilities and services, for a daily import of data.
 - b) Licensure compact organizations, including the National Council of State Boards of Nursing (NCSBN), Physical Therapy Compact, and the Interstate Medical Licensure Compact (IMLC), for daily imports and exports of data.
 - c) Schools, facilities, and individuals, to submit/upload data.

The System must also support functionality to export data files in standard file formats (i.e. .xls, .csv, .txt, etc.).

Contractor shall be responsible for developing all interfaces needed. This includes interface design, development, validation, testing, and documentation. DHHS will coordinate any required interactions with other parties who will need to modify their systems to use these inbound and outbound interface datasets.

Contractor shall be responsible for developing interface standards for specific parties interfacing with the system. The Contractor shall also assist the parties interfacing with the system by providing consulting support and assistance with testing at no additional cost. For example, the system should automatically export and import disciplinary data with NURSYS on a daily basis; automatically import establishment license and certification data from the federally-owned ACO software to update the database on a daily basis; allow other state entities to upload and populate data, such as Step Up To Quality ratings for child care programs and fingerprint-based background searches; and allow third parties, such as schools, exam providers, and employers, to upload and overwrite data.

Contractor shall develop a master schedule of interface development efforts that is integrated with the Detailed Project Work Plan.
- ix. **Interface Design/Test Environment/Testing (Phase 4.5)**
The Contractor shall ensure that a stable and accessible interface testing environment is available by an agreed-upon date and demonstrate successful interface testing.
- x. **Data Conversion (Phase 5.0)**
Contractor shall have responsibility for converting historical data into the system. The Contractor will work with the relevant parties (such as current Contractor, Licensure Unit staff, DHHS IS&T, OCIO) to obtain data conversion files containing the data elements in

the format and the agreed-to timeframe necessary to support testing, conversion, and overall project plan.

- xi. Data Conversion Plan (Phase 5.1)**
Contractor shall lead interactive conversion strategy sessions with DHHS and other stakeholders to develop a Data Conversion Plan that addresses all components of the data conversion phases.
- xii. Conversion Guide (Phase 5.2)**
Contractor shall develop a conversion rules and processes guide which includes data element mapping crosswalks, data cleansing, data synchronization for initial and interim conversion activities leading up to the final data conversion, and frequency of interim conversion events and final conversion execution.

Contractor will convert all licensure/certification/inspection data, including document templates and a daily import of ACO data.
- xiii. Conversion Results Report (Phase 5.3)**
Contractor shall execute the data conversion activities according to the Data Conversion Plan. The final step of the data conversion process is the Conversion Results Report.
- xiv. Testing (Phase 6.0)**
Contractor shall be responsible for carrying out unit, system and integration testing for all programs, modules and sub systems throughout the development and management life cycles. Contractor is responsible for successfully completing system and user acceptance testing prior to implementation.

Contractor is responsible for certifying that each program, module, and sub-system meets or exceeds all of the functional, technical, and performance requirements prior to implementation. Contractor shall be responsible for working with DHHS in structuring testing environments that mirror the production environment.
- xv. System Integration Testing (Phase 6.1)**
Contractor shall develop and perform System Integration Testing (SIT).
- xvi. User Acceptance Testing (Phase 6.2)**
Contractor shall develop the initial User Acceptance Testing (UAT) test scenarios.
- xvii. Test Scripts, Test Conditions, Expected Results, Actual Results (Phase 6.3)**
Contractor shall build detailed testing scripts, determining expected results, establishing testing procedures and protocols, etc. DHHS must approve in writing all test scenarios prior to testing. Acceptance testing will include testing by users of all system functions, including but not limited to, proper functioning of software, hardware and network components, as well as both data content, output, and connectivity components. It also offers the opportunity to test documentation, procedures, and business processes.
- xviii. Testing Results Weekly Report (Phase 6.4)**
Contractor shall manage the testing effort and other related events and communicating this ongoing information with the DHHS Project Leader via a weekly report in the EPL. DHHS will designate members of the State testing team, and will notify Contractor of team additions or revisions.
- xix. System Testing Results Report with an Updated Requirements Traceability Matrix (Phase 6.5)**
Contractor must provide DHHS with all test results to include the tracking and correction of deficiencies. DHHS will not procure testing tools for this project, and any testing tools proposed shall be provided and licensed by the Contractor for use by its staff and the applicable DHHS staff for the project at the testing site. Contractor shall provide any required training on the proposed testing tools to all State staff that will be required to use the proposed testing tools at no cost to the State. At the end of the testing period, testing artifacts will be transferred to DHHS. The Contractor shall also provide any needed testing infrastructure (desktops, servers, etc.) and/or licensing to support any Contractor-provided testing tools.

- xx. Training (Phase 7.0) Due With Proposal**
 The Contractor must provide training to include, but not limited to, train-the-trainer sessions, online training materials, and administrator and user reference materials.
- xxi. Training Plan (Phase 7.1)**
 The Contractor shall detail all activities for training in the proper use of the system. It will provide a description of the train-the-trainer strategy including methods, materials, and timing. The Contractor must submit the Training Plan to DHHS two (2) months prior to the train-the-trainer session(s). This will allow time to prepare the necessary logistics for the session(s).
- xxii. Train-the-Trainer Session(s) (Phase 7.2)**
 The Contractor shall provide onsite train-the-trainer session(s) for approximately fifteen (15) trainers in Lincoln, Nebraska. Training materials for each train-the-trainer session shall be provided to DHHS a minimum of three (3) weeks before the onsite training session(s). The Contractor shall provide leave-behind materials specific to the trainer group and will be available for on-going advice to ensure the success of the train-the-trainer approach.

The Contractor shall provide, at no additional cost to the State, supplemental training for the trainer group if the State determines that significant system updates occurred. This supplemental training may occur onsite or via video conference, web portal, manual, or other mutually agreeable delivery method.
- xxiii. Online Training Materials (Phase 7.3)**
 The Contractor shall make available online training for those who need a refresher lesson after the training. Multiple instances of each function will need to be developed if there are variations between the users/security profiles, as each may have a slightly different view of the system (menus, options, and workflow differ based on user log in). These online training materials must be provided in a mutually agreeable delivery method.
- xxiv. Administrator and User Reference Materials (Phase 7.4)**
 The Contractor shall provide reference materials for each type of training (such as new user and administrator) including quick start guides and FAQs, updated when service packs/upgrades are deployed. These reference materials must be provided in a mutually agreeable delivery method.
- xxv. Implementation (Phase 8.0)**
- xxvi. System Implementation Plan (Phase 8.1)**
 The Contractor shall develop a System Implementation Plan that includes:

 - a) Activities needed immediately prior to implementation
 - b) Staffing requirements
 - c) Communication activities
 - d) Plan for completion of knowledge transfer
 - e) Checklists of work to be performed and/or outputs to be produced on the first day and at the end of the first week, month, quarter, and year of operation
 - f) Rollback plan to include in detail what will be done if the implementation does not succeed
- xxvii. Approved Final Readiness Assessment (Phase 8.2)**
 The Contractor shall create the Final Readiness Assessment to assist in the determination of final implementation readiness. Written approval of this Assessment constitutes DHHS's decision to move forward with implementation. At a minimum, the Assessment must address the following:

 - a) An assessment summary that includes the analysis completed, risks, and mitigation associated with implementation, and a recommendation about proceeding
 - b) Status of data migration/conversion efforts and its completion
 - c) A guarantee that disaster recovery, where applicable, is documented and ready
 - d) Documentation of user acceptance testing approval by DHHS

- e) Knowledge transfer sign-off by DHHS
- f) Guarantee that all locations, system users, and security profiles have been identified and set up
- g) Documentation that Help Desk is ready and staffed for deployment
- h) Confirmation that DHHS power users are available and ready to assist at various sites for initial deployment

Throughout the DDI Phase, the Contractor's objective shall be to implement all required system functionality. The system shall satisfy contractual business and technical requirements per attachments two and three, and conform to the approved System Implementation Plan.

xxviii. User Documentation and Help Files (Phase 8.3)

The Contractor must develop and maintain user documentation and help files which are searchable based on a topic and/or keyword. Documentation must be updated when service packs/upgrades are deployed.

xxix. Hardware and Software Product Documentation (Phase 8.4)

The Contractor must develop and maintain documentation for all hardware and software products including reference guides, user guides, technical guides/manuals, and technical documentation (system administration, configuration workbook, system architecture, application architecture, etc.). Documentation must be updated when service packs/upgrades are deployed.

xxx. System Go-Live (Phase 8.5)

System go-live is the date on which the system has been fully implemented (meets all established business and technical requirements per attachments two and three for each license type). This is the date on which the twelve (12) month post-implementation support period begins. DHHS's acceptance of this requirement will be subject to the Section V. G. Requirements Acceptance procedures.

xxxi. System Error Documentation (Phase 8.6)

Documentation that explains system error or performance messages to users and administrators, with the actions required. Documentation must be updated monthly during the DDI Phase. After the DDI Phase, documentation must be updated when service packs/upgrades are deployed.

xxxii. Burn-In Period (Phase 9.0)

The Burn-In Period will begin upon completion of System Go-Live (Phase 8.5) and will continue for ninety (90) calendar days thereafter, unless one of the following software incidents occur:

- a) Out of Business: The software incident causes the system to be completely down and DHHS is unable to conduct business with the software; or
- b) Time Sensitive: The software incident pertains to time sensitive functions, such as processing payments and issuing or renewing licenses.

In the event that software incident occurs, the Burn-in Period will be stopped and the Contractor will complete all necessary work to correct the problem. The software incident will be considered resolved when both parties agree that the Contractor has provided a permanent solution to the software issue. When both parties agree the software incident has been resolved, DHHS will notify the Contractor in writing whether the Burn-in Period will be continued, extended past the initial ninety (90) calendar days, or restarted to day zero.

c. POST-IMPLEMENTATION SUPPORT PHASE

The first twelve (12) months following the implementation will be known as the Post Implementation Support Period, and will be followed by the on-going Operations and Maintenance Period. During this period, users will need to have help desk access to assist and answer questions for routine functions that were presented in training but require refresher training or assistance.

d. OPERATIONS & MAINTENANCE PHASE

The Operations & Maintenance Phase begins upon State approval of successful Implementation. The following table contains the list of requirements of the Contractor for the Operations and Maintenance (O&M) phase following the implementation of the system. Details for these requirements follow in the narrative after the table. The due dates for each phase will be determined in the Detailed Work Plan.

| Phase | | Requirements |
|---------------------------------------|------|---------------------------------|
| 10.0 Operations and Maintenance | 10.1 | Operating Procedures Guide |
| | 10.2 | Help Desk Procedures Guide |
| | 10.3 | Problem Resolution Plan |
| | 10.4 | Performance Measurement Reports |

i. Operations and Maintenance Overview (10.0)

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

- a)** Perform system maintenance, including testing, documentation, etc.
Note: Maintenance shall be conducted outside of DHHS's normal business hours (Monday - Friday, 8 a.m.-5 p.m. Central Time).
- b)** Record, track, and resolve system defects at no additional cost to the State.
- c)** Maintain ongoing operations according to the performance measures and the corresponding liquidated damages per Attachment Five.
- d)** Conduct necessary software updates
- e)** Conduct maintenance of interfaces
- f)** Provide Help Desk support with predefined technical support prioritization levels
- g)** Provide security management
- h)** Support policy and process changes
- i)** Keep portal up to date
- j)** Keep all written material, including all system documentation and scripts, up to date as changes occur

ii. Operating Procedures Guide (10.1)

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

iii. Help Desk (10.2)

The Contractor shall be responsible to operate and support a Help Desk with an on-call staff person 24/7/365.

The Contractor shall provide documentation which defines and documents the processes and procedures for Help Desk operations. These procedures should include problem identification and initial diagnosis, problem escalation procedures, problem ticketing, problem logging, assignment of priority, and the ability to search through previous problems to find resolutions for new problems. The system must have a clear, quick, and effective escalation path.

For resolution of issues that put DHHS out of business or are time sensitive, refer to Attachment Five, Liquidated Damages.

For resolution of issues related to general operation of the system that are not time-sensitive and for general or how-to questions, Contractor will provide a viable solution within ten (10) business days.

iv. Problem Resolution Plan (10.3)

The Contractor shall establish procedures for receiving, recording, and tracking problem reports and modification requests from users, and providing feedback to users. Whenever problems are encountered, the problems shall be recorded and entered into the problem resolution process. The Contractor shall implement (or establish organizational interfaces with) the configuration management process for managing resolutions to the existing system.

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

The Contractor shall provide interactive support for users to report system problems.

F. REQUIREMENTS ACCEPTANCE

The Business Requirements Traceability Matrix in Attachment Two and Technical Requirements Traceability Matrix in Attachment Three will be provided to DHHS and posted in the Electronic Project Library (EPL).

Given that some requirements are not specific documents, a one (1) page summary of the requirement shall be posted in the EPL.

On receipt of a requirement, DHHS will log the requirement and it must be approved in writing by the DHHS Project Manager within ten (10) business days to be considered final.

If the material or document is determined to be in non-compliance, DHHS will send written notification to the Contractor's Project Manager outlining the reason(s) for the determination. The Contractor, at no expense to the State, will bring work determined by DHHS to be in non-compliance into compliant within ten (10) business days of notice, and resubmit the requirement to DHHS. If DHHS accepts the requirement, requirement material, or documents, DHHS will submit an acceptance letter to the Contractor.

G. DELIVERABLES

See Cost Proposal.

VI. PROPOSAL INSTRUCTIONS

The requirements that should be met by bidders are the Corporate Overview, Technical Approach (Attachment Two and Attachment Three) and Cost Proposal. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Corporate Overview, Technical Approach (Attachment Two and Attachment Three) and Cost Proposal should be presented separately.

A. PROPOSAL SUBMISSION

1. CORPORATE OVERVIEW

The Corporate Overview section 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 bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's proposal response is or was an employee of the State within the past twenty-four (24) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a Subcontractor to the bidder, as of the due date for proposal submission, identify all such persons

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

g. CONTRACT PERFORMANCE

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

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

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

h. SUMMARY OF CONTRACTOR'S CORPORATE EXPERIENCE

The bidder should provide a summary matrix listing of previous projects similar to this solicitation in size, scope, and complexity with multi-license entities. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder should address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this solicitation. These descriptions should include:
 - ii. The time period of the project;
 - a) The scheduled and actual completion dates;
 - b) The bidder's responsibilities;
 - c) 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
 - d) 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.
 - iii. Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.
 - iv. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractor's should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

i. SUMMARY OF CONTRACTOR'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 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:

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

Form A
Bidder Point of Contact
Request for Proposal Number 6249 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 bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

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

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

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

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

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

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