

**State of Nebraska
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 6508 Z1	March 22, 2021
OPENING DATE AND TIME	PROCUREMENT CONTACT
April 26, 2021 2:00 p.m. Central Time	Dianna Gilliland

**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 6508 Z1 for the purpose of selecting a qualified Bidder to provide Toll Voice Network Services. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be five (5) years commencing upon execution of the contract by the State to proceed. The Contract includes the option to renew for four (4) additional one (1) 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 Request for Proposal, and the successful Bidder's proposal or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

In addition, and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this Request for Proposal 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 BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

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

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this Request for Proposal 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 Request for Proposal, 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 Request for Proposal, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the Request for Proposal being found non-responsive and rejected.

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

TABLE OF CONTENTS

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES	i
TABLE OF CONTENTS.....	ii
GLOSSARY OF TERMS.....	iv
ACRONYM LIST	vii
I. PROCUREMENT PROCEDURE	1
A. GENERAL INFORMATION.....	1
B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS	1
C. SCHEDULE OF EVENTS	2
D. WRITTEN QUESTIONS AND ANSWERS.....	3
E. NOTIFICATION OF INTENT TO SUBMIT A PROPOSAL	3
F. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory).....	3
G. ETHICS IN PUBLIC CONTRACTING	3
H. DEVIATIONS FROM THE REQUEST FOR PROPOSAL	3
I. SUBMISSION OF PROPOSALS	4
J. PROPOSAL PREPARATION COSTS	4
K. DISCOUNTS.....	4
L. PRICES	5
M. COST CLARIFICATION.....	5
N. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL	5
O. PROPOSAL CORRECTIONS.....	5
P. LATE PROPOSALS.....	5
Q. PROPOSAL OPENING.....	5
R. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS	5
S. EVALUATION COMMITTEE.....	6
T. EVALUATION OF PROPOSALS	6
U. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS	6
V. BEST AND FINAL OFFER.....	6
W. REFERENCE AND CREDIT CHECKS	7
X. AWARD	7
Y. REJECTION OF PROPOSALS	7
Z. RESIDENT BIDDER	7
II. TERMS AND CONDITIONS	8
A. GENERAL.....	8
B. NOTIFICATION	9
C. BUYER'S REPRESENTATIVE	9
D. GOVERNING LAW (Statutory)	9
E. BEGINNING OF WORK.....	9
F. AMENDMENT.....	9
G. CHANGE ORDERS OR SUBSTITUTIONS	9
H. VENDOR PERFORMANCE REPORT(S).....	10
I. NOTICE OF POTENTIAL CONTRACTOR BREACH	10
J. BREACH.....	11
K. NON-WAIVER OF BREACH.....	11
L. SEVERABILITY	11
M. INDEMNIFICATION	12
N. ATTORNEY'S FEES	13
O. ASSIGNMENT, SALE, OR MERGER.....	13
P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE	13
Q. FORCE MAJEURE	14
R. CONFIDENTIALITY	14
S. EARLY TERMINATION	14

T.	CONTRACT CLOSEOUT	15
III.	CONTRACTOR DUTIES	16
A.	INDEPENDENT CONTRACTOR / OBLIGATIONS.....	16
B.	EMPLOYEE WORK ELIGIBILITY STATUS.....	17
C.	COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory).....	17
D.	COOPERATION WITH OTHER CONTRACTORS	17
E.	PERMITS, REGULATIONS, LAWS	18
F.	OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES	18
G.	INSURANCE REQUIREMENTS	18
H.	NOTICE OF POTENTIAL CONTRACTOR BREACH	21
I.	ANTITRUST.....	21
J.	CONFLICT OF INTEREST	21
K.	ADVERTISING	22
L.	NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory).....	22
M.	DISASTER RECOVERY/BACK UP PLAN.....	22
N.	DRUG POLICY	22
O.	WARRANTY	22
IV.	PAYMENT	24
A.	PROHIBITION AGAINST ADVANCE PAYMENT (Statutory).....	24
B.	TAXES (Statutory)	24
C.	INVOICES.....	24
D.	INSPECTION AND APPROVAL	25
E.	PAYMENT (Statutory).....	25
F.	LATE PAYMENT (Statutory).....	25
G.	SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory).....	25
H.	RIGHT TO AUDIT (First Paragraph is Statutory).....	25
V.	PROJECT DESCRIPTION AND SCOPE OF WORK	27
A.	PROJECT OVERVIEW.....	27
B.	PROJECT ENVIRONMENT.....	27
C.	TECHNICAL REQUIREMENTS.....	27
VI.	CORPORATE OVERVIEW	28
A.	BIDDER IDENTIFICATION AND INFORMATION	28
B.	FINANCIAL STATEMENTS.....	28
C.	CHANGE OF OWNERSHIP	28
D.	OFFICE LOCATION	28
E.	RELATIONSHIP WITH THE STATE.....	28
F.	BIDDER'S EMPLOYEE RELATIONS TO THE STATE.....	28
G.	CONTRACT PERFORMANCE	28
H.	SUMMARY OF CONTRACTOR'S CORPORATE EXPERIENCE	29
I.	SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH	29
J.	SUBCONTRACTORS.....	29
VII.	COST PROPOSAL REQUIREMENTS	30
A.	COST PROPOSAL	30
B.	PRICES	30
	Form A Contractor Proposal Point of Contact.....	31
	Form B Notification of Intent to Submit Proposal	32
	REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM	33

GLOSSARY OF TERMS

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

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

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

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

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

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

Amendment: A written correction or alteration to a document.

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

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 Request for Proposal.

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

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

Bidder: A vendor who submits a proposal in response to a written Request for Proposal.

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 revoke a purchase order without expectation of conducting or performing it at a later time.

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

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

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 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 Request for Proposal.

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.

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 Request for Proposal 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: Individual(s) appointed by the requesting agency for the evaluation of proposals (offers made in response to written Request for Proposal).

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

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

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

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

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the Request for Proposal, 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 Request for Proposal 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 Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must/Shall/Will: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Non-Responsive Proposal: See Invalid Proposal.

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

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

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

Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written Request for Proposal and related expectations.

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.

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 Request for Proposal or resultant contract, brought by a bidder who has submitted a proposal response by the opening date and time 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 submitted proposals at the time and place specified in the written Request for Proposal and in the presence of anyone who attends.

Release Date: The date of public release of the written Request for Proposal.

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

Request for Proposal (RFP): A written Request for Proposal utilized for obtaining competitive proposals

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

Should: Expected; suggested, but not necessarily mandatory.

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

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

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

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

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

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

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

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 Request for Proposal specifications.

ACRONYM LIST

ARO – After Receipt of Order

ACH – Automated Clearing House

BAFO – Best and Final Offer

COI – Certificate of Insurance

CPU – Central Processing Unit

DAS – Department of Administrative Services

F.O.B. – Free on Board

RFP – Request for Proposal

SPB – State Purchasing Bureau

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified Bidders who will be responsible for providing Toll Voice Network Services at a competitive and reasonable cost.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this Request for Proposal reside with State Purchasing Bureau. The Point of Contact (POC) for the procurement is as follows:

Solicitation Number: RFP 6508 Z1
Name: Dianna Gilliland (Buyer)
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: 402-471-4193
402-471-6500 (SPB)
E-Mail: dianna.gilliland@nebraska.gov

From the Request for Proposal release date until the Intent to Award is issued, communication is limited to the POC listed above. The recipient of the Intent to Award 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 Request for Proposal. The POC will issue any answers, clarifications or amendments regarding this Request for Proposal in writing. Only the SPB or awarding agency can award a contract. No communication or attempt to communicate with or influence any evaluator involved in this Request for Proposal is allowed.

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 Request for Proposal 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 intends to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY	DATE/TIME
1. Request for Proposal Release	March 22, 2021
2. Last day to submit written questions- Questions must be submitted via ShareFile ShareFile link: https://nebraska.sharefile.com/r-r1a25dbfd2634465a99382890ccc1a29a	April 7, 2021
3. State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to: http://das.nebraska.gov/materiel/purchasing.html	April 9, 2021
4. Electronic Proposal Opening – Proposals must be submitted via ShareFile ShareFile link to upload proposals: https://nebraska.sharefile.com/r-rc90d62a952f94ec1b4d549adf86fa49a IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES WITH ENOUGH AMOUNT OF TIME IN CASE OF USER ISSUE OR SOFTWARE ISSUE. Join Zoom Meeting https://us02web.zoom.us/j/86032441020?pwd=Wng2U2grVnNBRzFWOVFIaS80YUQ5Zz09 Meeting ID: 860 3244 1020 Passcode: 932018 One tap mobile +12532158782,,86032441020#,,,,*932018# US (Tacoma) +13462487799,,86032441020#,,,,*932018# US (Houston) Dial by your location +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 669 900 6833 US (San Jose) +1 301 715 8592 US (Washington DC) +1 312 626 6799 US (Chicago) +1 929 205 6099 US (New York) Meeting ID: 860 3244 1020 Passcode: 932018 Find your local number: https://us02web.zoom.us/j/86032441020?pwd=Wng2U2grVnNBRzFWOVFIaS80YUQ5Zz09	April 26, 2021 2:00 PM Central Time
5. Review for conformance to RFP requirements	April 26-27, 2021
6. Evaluation period	April 27, 2021 through May 5, 2021
7. "Oral Interviews/Presentations and/or Demonstrations" (if required)	To Be Determined
8. Post "Notification of Intent to Award" to: http://das.nebraska.gov/materiel/purchasing.html	May 7, 2021
9. Contract finalization period	May 7, 2021 through May 21, 2021
10. Contract award	May 24, 2021
11. Contractor start date	May 26, 2021

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to State Purchasing Bureau and clearly marked "RFP Number 6508 Z1; Toll Voice Network Services Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Vendors should present, as questions, any assumptions upon which the bidder's proposal is or might be developed. Any proposal containing assumptions may be deemed non-responsive. Non-responsive proposal may be rejected. The contract will not incorporate any known or unknown assumptions of a bidder.

Questions should be uploaded using the following ShareFile link:
<https://nebraska.sharefile.com/r-r1a25dbfd2634465a99382890ccc1a29a>

It is recommended that Bidder's submit questions using the following format.

RFP Section Reference	RFP Page Number	Question

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

E. NOTIFICATION OF INTENT TO SUBMIT A PROPOSAL

Vendors who intend to submit a proposal should complete a "Notification of Intent to Submit a Proposal Form" (see Form B) and deliver the form by hand or U.S. mail to the POC for the solicitation per the Schedule of Events. A list of vendors who submitted a Notification of Intent to Submit a Proposal will be posted at: <https://das.nebraska.gov/materiel/bidopps.html>.

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

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

G. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject proposals, withdraw an intent to award or award, or terminate a contract if an ethical violation has been committed, which includes 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 Request for Proposal process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the Request for Proposal 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 Request for Proposal process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the proposal, or prejudice the State.

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

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

H. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the Request for Proposal (Sections II thru VII) become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal in Sections II through VII must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal, requirements, or applicable state or federal laws or statutes. The State discourages deviations and reserves the right to reject proposed deviations.

I. SUBMISSION OF PROPOSALS

The State is accepting electronically submitted responses. The State will not accept proposals by email, voice, or telephone.

Pages may be consecutively numbered for the entire proposal or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

It is the bidder's responsibility to ensure the response is received electronically by the date and time indicated in the Schedule of Events. No late proposals will be accepted.

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

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-conforming.

1. Bidders submitting electronic responses must submit responses via ShareFile using the proposal submission link.

Note to bidders: Not all browsers are compatible with ShareFile. Currently Chrome, Internet Explorer and Firefox are compatible. After the bidder clicks the proposal submission link, the bidder will be prompted to enter contact information including an e-mail address. By entering an e-mail address, the bidder should receive a confirmation email confirming the successful upload directly from ShareFile.

<https://nebraska.sharefile.com/r-rc90d62a952f94ec1b4d549adf86fa49a>

- a. The Technical, Cost Proposal and Proprietary information should be uploaded as separate and distinct files.
 - i. If duplicated proposals are submitted, the State will retain only the most recently submitted response.
 - ii. If it is the bidder's intent to submit multiple proposals, the bidder must clearly identify the separate submissions.
 - iii. It is the bidder's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late proposals will be accepted.

- b. ELECTRONIC PROPOSAL FILE NAMES
The bidder should clearly identify the uploaded RFP proposal files. To assist in identification the bidder should use the following naming convention:
 - i. RFP 6508 Z1, Company Name
 - ii. If multiple files are submitted for one RFP proposal, add number of files to file names: RFP 6508 Z1 Company Name, 1 of 2.
 - iii. If multiple RFP proposals are submitted for the same RFP, add the proposal number to the file names: RFP 6508 Z1 Company Name Proposal 1 File 1 of 2.

J. PROPOSAL PREPARATION COSTS

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

K. 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.

L. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the contractor, F.O.B. destination named in the Request for Proposal. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

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

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

M. 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.

N. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

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

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative Vendor Performance Report(s)
5. Termination of the resulting contract;
6. Legal action; and
7. Suspension further bidding with the State for the period of time relative to the seriousness of the violation, such period will be at the sole discretion of the State.

O. PROPOSAL CORRECTIONS

A bidder may correct a mistake in a proposal prior to the time of opening by giving written notice to the State. Bidder may withdraw the proposal for modification or 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.

P. LATE PROPOSALS

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

Q. PROPOSAL OPENING

The opening of proposals will be public via zoom and the bidder's names 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 contractor will be notified of the release and it shall be the obligation of the submitting contractor to take further action, if it believes the information should not be released. (See RFP signature page for further details) Contractors may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

R. 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 VII;
5. Completed Technical Approach;
6. Completed State Cost Proposal Template; and
7. Completed Electronic Billing File Sample.

S. 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 Request for Proposal may result in the rejection of this proposal and further administrative actions.

T. EVALUATION OF PROPOSALS

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

1. Corporate Overview should include but is not limited to:
 - a. the ability, capacity, and skill of the contractor to deliver and implement the system or project that meets the requirements of the Request for Proposal;
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the quality of 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 Request for Proposals in determining the lowest responsible bidder. Information obtained from any Vendor Performance Report (See Terms & Conditions, Section H) may be used in evaluating responses to Request for Proposals 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.

Evaluation criteria will be released with the Request for Proposal.

U. 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. Bidder's 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.

V. BEST AND FINAL OFFER

Bidder should provide its best offer with the original proposal response and should not expect the State to request a best and final offer (BAFO).

Every bidder may not be given the opportunity to submit a BAFO. If a BAFO is requested by the State and submitted by the bidder, it 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 BAFO. If requested by the State, the BAFO must be submitted on the BAFO Cost Proposal form. Failure to submit a requested BAFO may result in rejection of the bidder's entire proposal response.

W. 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 Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the vendor'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.

X. 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 Request for Proposal process, the State of Nebraska may take one or more of the following actions:

1. Amend the Request for Proposal;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's Request for Proposal process and in bidder's proposal that are not material, do not compromise the Request for Proposal 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 Request for Proposal;
7. Elect to rebid the Request for Proposal;
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

The Request for Proposal does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted at: <http://das.nebraska.gov/materiel/purchasing.html>

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

Y. 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.

Z. RESIDENT BIDDER

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

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder should read the Terms and Conditions and 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 Request for Proposal, 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 reserves the right to reject proposals that attempt to substitute the bidder’s commercial contracts and/or documents for this Request for Proposal.

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

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

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

A. GENERAL

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

1. The contract resulting from this Request for Proposal shall incorporate the following documents:
 - a. Request for Proposal and Addenda;
 - b. Amendments to the Request for Proposal;
 - c. Questions and Answers;
 - d. Bidder’s proposal (Request for Proposal and properly submitted documents);
 - e. The executed Contract and Addendum One to Contract, if applicable; and,
 - f. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

2. 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:
 - a. Amendment to the executed Contract with the most recent dated amendment having the highest priority,
 - b. Addendum One to the executed Contract,
 - c. The executed Contract and any additional attached Addenda;
 - d. Amendments to Request for Proposal and any Questions and Answers,
 - e. The original Request for Proposal document and any Addenda, and
 - f. The Contractor’s submitted Proposal.

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

B. NOTIFICATION

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

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

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

D. GOVERNING LAW (Statutory)

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

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

E. BEGINNING OF WORK

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

F. AMENDMENT

The 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 RFP Response (Initial)	NOTES/COMMENTS:
CC			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the Request for Proposal. 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 RFP Response (Initial)	NOTES/COMMENTS:
CC			

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 Request for Proposal 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 RFP Response (Initial)	NOTES/COMMENTS:
CC			

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 RFP Response (Initial)	NOTES/COMMENTS:
CC			

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 RFP Response (Initial)	NOTES/COMMENTS:
CC			

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 RFP Response (Initial)	NOTES/COMMENTS:
CC			

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 RFP Response (Initial)	NOTES/COMMENTS:
CC			

1. GENERAL

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

2. INTELLECTUAL PROPERTY (Optional)

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

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

3. PERSONNEL

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

4. SELF-INSURANCE

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

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

N. ATTORNEY'S FEES

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

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

O. ASSIGNMENT, SALE, OR MERGER

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

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

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

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

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

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

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

Q. FORCE MAJEURE

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

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

R. CONFIDENTIALITY

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

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

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

S. EARLY TERMINATION

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

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.

T. CONTRACT CLOSEOUT

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

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

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor’s employees, including all insurance required by state law;
3. Damages incurred by Contractor’s employees within the scope of their duties under the contract;
4. Maintaining Workers’ Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor’s employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor’s employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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 Request for Proposal.

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. PERMITS, REGULATIONS, LAWS

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

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

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

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

G. INSURANCE REQUIREMENTS

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

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within 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
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
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
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$10,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

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

State of Nebraska
 State Purchasing Bureau
 RFP#: 6508 Z1
 Attn: Dianna Gilliland
 1526 K Street, Suite 130
 Lincoln, NE 68508
Dianna.gilliland@nebraska.gov

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

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

4. DEVIATIONS

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

H. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

I. ANTITRUST

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

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

J. CONFLICT OF INTEREST

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

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

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

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

K. ADVERTISING

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

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

L. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

M. DISASTER RECOVERY/BACK UP PLAN

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

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

N. DRUG POLICY

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

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

O. WARRANTY

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

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this

Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this Request for Proposal. 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 RFP Response (Initial)	NOTES/COMMENTS:
CC			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall be submitted to AS Accounting 1526 K St. Suite 240, Lincoln, NE 68508. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

The billing cycle for all contractor provided services must end on the last day of each month, and the next billing cycle must begin the first day of the following month.

A paper summary invoice must be delivered to the AS Accounting 1526 K St. Suite 240, Lincoln, NE 68508. The paper invoice must include all current services covering the previous calendar month and must be delivered by the 10th of the month. Bidders must provide snap shots depicting the actual invoice format that includes each service type offered.

An accurate electronic Toll Record file must be delivered to the OCIO. This electronic billing file must include all toll records covering the previous calendar month and must be received by the 10th of each month.

The format must include the following items:

1. Time of Day
2. Date of Call
3. Originating Number (calling number)
4. Toll Free Number (if applicable)
5. Originating City/State
6. Terminating Number (called number)
7. Terminating City/State
8. Call Duration (billable time).
9. Type of call i.e. Toll or toll free.

Receiving electronic files must be an automated process. The State will not consider a CD, DVD, or email attachment to be automated. Any process that relies on a single person at a desktop to receive data and manually extract or manipulate files will not be considered automation. The Contractor must deliver files to a server on the State network monthly via SFTP. The Bidder must provide a complete description of their proposed process for delivering electronic files.

The bidder must provide an example of electronic billing files. This sample must be included within 10 days of intent to award.

All costs must reflect the actual contracted amount. The State will not accept any invoicing, billing, or billing details that reflects a higher than contracted rate. We will not accept any bids with a percentage discount off MSRP.

The Contractor must provide a single point of contact for resolution of billing issues. The Bidder's proposal must include an escalation procedure for unresolved billing disputes.

The State will only accept electronic invoicing for individual call detail originating from telephone lines that have been submitted to the contractor as part of the State account. Paper summary invoices will be accepted; however, all call detail must be on the electronic detail file.

D. INSPECTION AND APPROVAL

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

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 RFP Response (Initial)	NOTES/COMMENTS:
CC			

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 RFP Response (Initial)	NOTES/COMMENTS:
CC			

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 three (3) percent (3%) 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

A. PROJECT OVERVIEW

The State of Nebraska is issuing this Request for Proposal (RFP) for the purpose of selecting a qualified contractor to provide Toll Voice Network Services at a competitive rate. In this RFP, the State shall be interpreted to mean the State of Nebraska.

It is the overall goal of the State to secure a single contractor, using a single PIC code, and who can provide a single electronic invoice for Long Distance and Toll Free, service. Proposals with volume commitments will not be considered. The State reserves the right to award Conference Calling to a separate bidder.

Though rates may differ between Toll Free and Long-Distance categories, the Bidder is required to provide a single flat rate within each category. Multiple rates within the "International" category will be allowed. Applicable categories can be found in the Cost Proposal.

B. PROJECT ENVIRONMENT

The State's current Long Distance and Toll-Free Voice Network service is provided by a major carrier in a "Switched" environment. All services are billed directly to the OCIO on a monthly basis including collect and third-party calls. All billing must be provided via electronic file transfer that is configured in a standard billing format to be read by the OCIO billing system.

The State currently has the following in place:

1. Approximately 250 Toll Free numbers
2. Approximately 1,150,000 minutes of toll-free usage per month (75% interstate)
3. Approximately 780,000 minutes of toll per month (65% intrastate)

C. TECHNICAL REQUIREMENTS

The bidder must review and complete Attachment A - Technical Requirements.

VI. CORPORATE OVERVIEW

This section documents the requirements that should be met by bidders in preparing the Corporate Overview.

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 contractor 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 contractor 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. RELATIONSHIP WITH THE STATE

The bidder should describe any dealings with the State over the previous two (2) 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 THE STATE

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

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the contractor, 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 contractor 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 the contractor's previous projects similar to this Request for Proposal in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder should address the following:

1. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions should include:
 - a. The time period of the project;
 - b. The scheduled and actual completion dates;
 - c. The Contractor's responsibilities;
 - d. For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e. Each project description should identify whether the work was performed as the prime Contractor or as a subcontractor. If a contractor 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.
2. Contractor and subcontractor(s) experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects.
3. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

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

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

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

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

Resumes 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:

1. Name, address, and telephone number of the subcontractor(s);
2. Specific tasks for each subcontractor(s);
3. Percentage of performance hours intended for each subcontract; and
4. Total percentage of subcontractor(s) performance hours.

VII. COST PROPOSAL REQUIREMENTS

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

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

A. COST PROPOSAL

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

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

B. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the RFP. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

Form A
Contractor Proposal Point of Contact
Request for Proposal Number 6508 Z1

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

Preparation of Response Contact Information	
Contractor Name:	Aspen Technologies Group
Contractor Address:	300 Main Street, 103 Grand Junction, CO 81501
Contact Person & Title:	Victoria McBroom, CX Manager
E-mail Address:	Victoria@aspentgi.com
Telephone Number (Office):	(970) 305-4880
Telephone Number (Cellular):	(970)846-9364
Fax Number:	N/A

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

Communication with the State Contact Information	
Contractor Name:	Aspen Technologies Group
Contractor Address:	300 Main Street, 103 Grand Junction, CO 81501
Contact Person & Title:	Victoria McBroom, CX Manager
E-mail Address:	(970) 305-4880
Telephone Number (Office):	(970)-846-9364
Telephone Number (Cellular):	(970)-846-9364
Fax Number:	N/A

Form B
Notification of Intent to Submit Proposal
Request for Proposal Number 6508 Z1

Contractor Name:	Aspen Technologies Group
Contractor Address:	Victoria McBroom
Contact Person:	
E-mail Address:	
Telephone Number:	
Fax Number:	

The "Notification of Intent to Submit Proposal" form should be submitted to the State Purchasing Bureau via e-mail (as.materielpurchasing@nebraska.gov), hand delivered or US Mail by the date shown in the Schedule of Events.

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

CONTRACTOR MUST COMPLETE THE FOLLOWING

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

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 Request for Proposal.

_____ 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 (OR VIA DOCUSIGN)

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

ATTACHMENT A
TECHNICAL REQUIREMENTS
RFP 6508 Z1

BIDDER NAME: Aspen Technologies Group providing Managed Services for Amazon Chime

Req. #	Requirements
1	<p>Bidders must be regulated and certified by the Nebraska Public Service Commission (NPSC). Compliance with NPSC and Federal Communications Commission's (FCC) rules and regulations is mandatory. Failure on the part of a contractor in maintaining required compliance with the above agencies will be grounds for termination of the contract. Explain how your proposed solution meets this requirement.</p> <p>Bidder Response: Complies. Amazon Chime Voice Connector complies with state and federal regulatory agencies for telecommunications services.</p>
2	<p>The Contractor will be responsible for all arrangements to interconnect the proposed services with other carriers. Explain how your proposed solution meets this requirement.</p> <p>Bidder Response: Complies. Amazon Chime Voice Connector provides internet based SIP trunking for a flat per min inbound and outbound fee. This includes any interconnects with other carriers. Interconnect agreements are already in place as Amazon Chime Voice Connector is a nationwide service.</p>
3	<p>Whenever an interruption of services or other defect in transmission occurs the contractor shall use its best efforts to repair the services, notify the Office of the CIO of the outage and the facilities affected and projected restoration time, and the Contractor shall make available to the State any and all logs, records, maintenance reports, and other similar documentation which the State requests in order to determine circuit usage and outages. Each party shall assist the other in resolving claims. Explain how your proposed solution meets this requirement along with any procedures the State should use to report trouble.</p> <p>Bidder Response: Amazon CloudWatch provides detailed logging, alerting and event management that will be fully available to the Office of the CIO. Aspen will configure alerting and reporting as required by the Office of the CIO. Reportings can be in various formats, emailed, available in web based dashboards or other methods the state prefers.</p>
4	<p>Describe how any credit allowances are provided when service is interrupted.</p>

Bidder Response: Amazon provides service credits for not meeting SLAs. Outlined below are Amazon's standard service credits that are also publicly available to view as well.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.99% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	15%
Less than 95.0%	15%

5	<p>The State of Nebraska will not pay for any network or facility installation or one-time charges associated with this RFP and the implementation of its service, this includes PIC change charges. The State will not consider installation charges for standard toll-free service for the duration of any resulting contract. The State will not consider installation charges of any type for any outbound toll service provided by any resulting contract.</p> <p>Explain how your proposed solution meets this requirement.</p> <p>Bidder Response: Aspen is providing Amazon Chime Voice Connector as a monthly managed service that includes all of the AWS usage fees outlined in pricing section and will not charge installation fees for any of the services which include provisioning Toll free, DID, hunt group or SIP trunk setup.</p>
6	<p>The Contractor must pay all access line charges, network termination charges and any other recurring or non-recurring charges billed by any Local Exchange Carrier (LEC) that are part of the RFP package. This should include all Presubscribed Interexchange Carrier Charges. Explain how your proposed solution meets this requirement.</p> <p>Bidder Response: Amazon Chime Voice Connector pricing is publically available which is based on number of Toll Free numbers in use, DID numbers in use, a flat outbound per min rate and a flat inbound min rate. All other charges related to LEC, network termination, line charges, etc are included in those publicly available rates.</p> <p>Amazon Chime Voice Connector Pricing and Examples https://aws.amazon.com/chime/voice-connector/pricing/</p>
7	<p>Any additional charge that may be billed to the State as a result of this contract must be detailed in the Bidder's response. Details of these charges must include description of charge, reason for charge, conditions under which the charge may be incurred, and the rate. Vendors will not be permitted to assess charges that are not clearly defined in their response to this RFP. Describe any charges that may be assessed other than per minute rates.</p> <p>Bidder Response: Aspen proposal is a simple fee based structure that consists of Aspen Enhanced Care (Managed Services) and Amazon Chime Voice Connector pricing. Aspen Enhanced Care is based on \$5,000 a month or 18% of related AWS spending being supported (whichever is higher).</p> <p>Aspen Enhanced Care https://aspentgi.com/aspent-enhanced-care/</p>
8	<p>In the event that new product offerings become available during the life of this contract, those products may be added to this contract via addendum approved by both parties. Explain how your proposed solution meets this requirement.</p> <p>Bidder Response: Amazon Web Services (AWS) continuously evolves and improves our existing services, and frequently adds new services. We iterate products continuously and the newest/latest is instantly available to customers. AWS notifies customers of changes to the AWS service offering in accordance with the commitment set forth in the AWS Customer Agreement.</p> <p>New features are launched continuously when they are ready. We ensure zero downtime to our customers during releases. The customer can be made aware of private betas and previews to see if you would like to take advantage of new features. New feature launch announcements are also published when the services are available.</p>
9	<p>1+ 10-digit dialing is required from all State locations. Explain how your proposed solution meets this requirement.</p>

	Bidder Response: Amazon Chime Voice Connector requires E.164 dialing which is +1 with 10 digits.
--	--

<p>10</p>	<p>The Contractor shall provide directory assistance and rates for making directory assistance calls. Explain how your proposed solution meets this requirement and list any of those charges in the Cost Proposal.</p> <p>Bidder Response: Directory assistance will be provided by a 10 digit number which will allow the caller to request assistance from a LEX Bot (Alexa). Pricing for this service is based on the per min of the call and the number of requests made to LEX. Aspen will work with the state to outline the most common requests that will be made to ensure / test LEX supporting those requests. LEX is available in English and Spanish.</p> <p>Amazon LEX Pricing https://aws.amazon.com/lex/pricing/</p>
<p>11</p>	<p>Contractors will not be permitted to market directly to State Agencies. Explain how your proposed solution meets this requirement.</p> <p>Bidder Response: Aspen will adhere to this requirement.</p>
<p>12</p>	<p>Describe any usage reports available to the State.</p> <p>Bidder Response: Amazon Chime Voice Connector solution generates Call Detail Records (CDR). A CDR is a collection of information that describes a telephone call. Common information contained in a CDR is the called and calling number, the time when the call took place, the time when the call ended, and other properties that pertain to the phone call, but not the actual content and cost of the call. Customers can import the CDR data into Telecom Expense Management Systems (TEMS) to generate expense reports, and to track phone system usage for individuals and teams within the organization.</p> <p>CDR details are sent and stored in Amazon Simple Storage Services (S3 Buckets), is an object storage database service that offers industry-leading scalability, data availability, security, and performance. The Amazon S3 bucket is used as the log destination for your call detail records. When you configure your call detail record settings, you grant Amazon Chime read and write access to the Amazon S3 bucket in order to save and manage your data.</p> <p>Aspen will make these reports available in the preferred format of the state. This can be on a web based reporting console with filters available to drill down / sort. Scheduled email in PDF and/or excel (CSV) is also supported.</p>
<p>13</p>	<p>The Contractor must provide Dialed Number Identification Service (DNIS) on both toll- and toll-free calls processed across their network. Explain how your proposed solution meets this requirement.</p> <p>Bidder Response: Our solution supports successfully transferring DNIS for both toll- and toll-free calls processed across their network.</p> <p><u>Caller ID Number Requirements</u> Outbound Calls - The caller ID number is derived from the user portion of the P-AssertedIdentity: header, or the From: header, in that order. The caller ID must be a valid E.164 formatted phone number. Inbound Calls - The caller ID number is presented in E.164 format as the user portion of the P-Asserted-Identity: and From: headers.</p> <p>Another feature available in our solution is: Outbound Caller ID Name</p>

	<p>Support for Outbound Caller ID Name (CNAM) is a component of caller ID that displays your name or company name on the Caller ID display of the party that you are calling. Amazon Chime Voice Connector makes it easy to set calling names for Amazon Chime Voice Connector phone numbers using the AWS Management Console. Amazon makes the necessary changes to the Line Information Database (LIDB), so that your configured name appears on outbound phone calls. There is no charge to use this feature.</p>
14	<p>Toll Free number service must be provided by the Contractor free from monthly service charges. Explain how your proposed solution meets this requirement.</p>
	<p>Bidder Response: Amazon Chime Voice Connector pricing is publically available which is based on number of Toll Free numbers in use, DID numbers in use, a flat outbound per min rate and a flat inbound min rate. All other charges related to LEC, network termination, line charges, etc are included in those publicly available rates.</p> <p>Amazon Chime Voice Connector Pricing and Examples https://aws.amazon.com/chime/voice-connector/pricing/</p>
15	<p>The State currently has approximately 250 Toll Free numbers in service. With some exceptions, all toll-free numbers will be ported over to the Contractor. The Contractor will be required to port current toll-free numbers over to their network at no charge. Describe your process and timeline for porting of current State Toll Free numbers.</p>
	<p>Bidder Response: <u>Complies.</u> The Amazon Chime Voice Connector allows porting existing United States phone numbers from your phone carrier. To start the porting process, submit a support request from the Amazon Chime console. Porting can take between 2-4 weeks depending on the prior carrier. Before you start porting, download the Letter of Agency (LOA) for Local Telephone Number Porting and fill it out. If you are porting phone numbers from different carriers, it is required to submit a separate LOA for each carrier.</p>

16	<p>The State requires Toll Free Numbers that are accessible from the entire United States and others that are only accessible from within the State of Nebraska. On occasion the State will require the winning bidder to provide new Toll-Free numbers. Explain how your proposed solution meets this requirement.</p> <p>Bidder Response: New Toll Free numbers can be requested at any time from the web based management console. This can be done by the state or as a ticket to Aspen to add additional Toll Free numbers to the system. The numbers are available within mins and can be used right away.</p> <p>Toll Free numbers are accessible across the United States</p>
17	<p>In some cases, the State will require Toll Free numbers that ring at multiple predefined POTS numbers based on the originating number Area Code and/or prefix. Explain how your proposed solution meets this requirement. Include any costs that may be associated in the Cost Proposal section.</p> <p>Bidder Response: Aspen Enhanced Care will include support for this feature using our Aspen Voice Bridge which is hosted in AWS. Using the Aspen Voice Bridge the hunt group feature requested is supported. This is provided at no additional cost and enabled upon request.</p>
18	<p>Time of Day Management - Describe the feature of changing the routing patterns at prearranged times during the day. In some cases, the State will require "Time of Day" routing to multiple POTS numbers. Explain how your proposed solution meets this requirement and include any costs that may be associated in the Cost Proposal section.</p> <p>Bidder Response: Aspen Enhanced Care will include support for this feature using our Aspen Voice Bridge which is hosted in AWS. Using the Aspen Voice Bridge the time of day routing feature requested is supported. This is provided at no additional cost and enabled upon request.</p>
19	<p>In some cases, the State will require "Day of Week" or "time of day" routing to multiple POTS numbers. Explain how your proposed solution meets this requirement.</p> <p>Bidder Response: Aspen Enhanced Care will include support for this feature using our Aspen Voice Bridge which is hosted in AWS. Using the Aspen Voice Bridge the time of day routing feature requested is supported. This is provided at no additional cost and enabled upon request.</p>
20	<p>Describe your procedure for re-routing toll-free numbers at customer request during emergencies.</p> <p>Bidder Response: Aspen Enhanced Care will include support for this feature using our Aspen Voice Bridge which is hosted in AWS. Using the Aspen Voice Bridge the time of day routing feature requested is supported. This is provided at no additional cost and enabled upon request.</p>

<p>21</p>	<p>The Contractor must provide toll free directory listings for State owned numbers when requested. Explain how your proposed solution meets this requirement.</p>
	<p>Bidder Response: The Toll Free numbers in use are available in the web based management console or can be provided over email in PDF or CSV format or available at any time through the web based reporting console that includes CDR records. Our web based reporting includes filters and customization options.</p>
<p>22</p>	<p>The Contractor agrees that it will not, during the term of this agreement, initiate an increase in its proposed rates. However, the Contractor must agree to review any rate structure offered to the State on an annual basis and make adjustments based on mutual agreement. Explain how your proposed solution meets this requirement and include any costs for this in the cost proposal response section.</p>
	<p>Bidder Response: Amazon Web Services has never increased their pricing and Aspen as a managed service agrees to also not increase our rate structure during the term of this agreement. If anything is changed it would be AWS reducing its fees which has continually been happening year over year.</p>
<p>23</p>	<p>The Contractor shall assign a customer service representative to serve as a single point of contact to handle and/or coordinate the resolution of all billing inquiries and adjustments, call detail problems, and routine service requests. This representative may be required to meet on site with the Office of the CIO personnel to resolve problems that occur. Explain how your proposed solution meets this requirement.</p>
	<p>Bidder Response: Complies. Each Aspen customer has a dedicated Customer Experience Manager. A CX Manager is a single point of contact for coordination of events, escalation if a support ticket is in question or for overall solution discussions. They will see to it that milestones are set and met within the time frame that was established during the initial implementation plan.</p>
<p>24</p>	<p>The Contractor must submit to the Office of the CIO within seven (7) days after execution of contract, an escalation list including names, titles, and day and after-hours telephone numbers to be used in extraordinary circumstances where standard procedures are inadequate. This list must be updated by the Contractor on a quarterly basis. Explain how your proposed solution meets this requirement.</p>
	<p>Bidder Response: Complies. The list can also be provided in the format of choice by the state.</p>
<p>25</p>	<p>The Contractor must provide a Toll-Free telephone number to report trouble issues. The State must be able to speak with a live person when reporting trouble, and the Contractor must keep the State informed of status on all trouble issues until resolution has been accepted by the State. Explain how your proposed solution meets this requirement.</p>
	<p>Bidder Response: Complies. This is a standard process for Aspen Enhanced Care and will be provided to the state as well.</p>

<p>26</p>	<p>All line additions to the State account must be done within 48 hours of request. Orders for line additions may only be taken from the Office of the CIO representatives, and confirmation must be given from Bidder to the person placing the order via email within 48 hours of receipt. The Office of the CIO personnel will make routine PIC assignments at the LEC level. The State will require the Contractor's assistance in making initial PIC changes. The winning bidder will provide the State with a PIC code. Explain how your proposed solution meets this requirement.</p> <p>Bidder Response: Aspen Enhanced Care has a 4 hour SLA but an average response of less than 1 hour. Adds, removes, or other changes to numbers / routing can be the same day. Setup of new SIP trunks can be done same day as well. Aspen complies with 48 hour requirement.</p>
<p>27</p>	<p>Describe your procedure for identifying toll fraud to include thresholds and customer notification</p> <p>Bidder Response: Blocking international destinations, setting thresholds for alerting on same number re-attempts.</p>
<p>28</p>	<p>Describe your policy on providing credits for fraud.</p> <p>Bidder Response: Amazon has a shared security model where the customer CPE is a part of the solution. Strong policies need to be put in place to limit availability of fraud and fraud needs to be detected based on behavior. Credits are not provided.</p>
<p>29</p>	<p>Describe your procedure for changing the PIC on existing state telephones lines. Is this procedure the same for each Local Exchange Carrier i.e. CenturyLink, Frontier, Hamilton?</p> <p>Bidder Response: Amazon Voice Connector is providing internet based SIP trunking based on fixed rates. The backend carrier exchange is not a factor in the proposed solution.</p>
<p>30</p>	<p>The bidder must be able to provide switched Toll- and Toll-free service to ALL lines statewide regardless of the Local Exchange Carrier. Explain how your proposed solution meets this requirement.</p> <p>Bidder Response: Amazon Voice Connector is providing internet based SIP trunking based on fixed rates. Both Toll and / or Toll free can be assigned to any trunk.</p>
<p>31</p>	<p>The State requires that the bidder provide an inventory for Toll and Toll Free/POTS numbers upon request. Explain how your proposed solution meets this requirement.</p>

	<p>Bidder Response: Report is available in the web management console at any time or available for export to CSV.</p>
32	<p>Please explain any remote access to customer records, programming, translations, or call detail provided by the bidder.</p> <p>Bidder Response: Amazon Chime Voice Connector solution generates Call Detail Records (CDR). A CDR is a collection of information that describes a telephone call. Common information contained in a CDR is the called and calling number, the time when the call took place, the time when the call ended, and other properties that pertain to the phone call, but not the actual content and cost of the call. Customers can import the CDR data into Telecom Expense Management Systems (TEMS) to generate expense reports, and to track phone system usage for individuals and teams within the organization.</p> <p>CDR details are sent and stored in Amazon Simple Storage Services (S3 Buckets), is an object storage database service that offers industry-leading scalability, data availability, security, and performance. The Amazon S3 bucket is used as the log destination for your call detail records. When you configure your call detail record settings, you grant Amazon Chime read and write access to the Amazon S3 bucket in order to save and manage your data.</p> <p>Aspen will make these reports available in the preferred format of the state. This can be on a web based reporting console with filters available to drill down / sort. Scheduled email in PDF and/or excel (CSV) is also supported.</p>
33	<p>The State requires billing increments to be as follows:</p> <p>First 30 seconds – initial billing increment Each additional 6 seconds – additional billing increment</p> <p>Explain how your proposed solution meets this requirement.</p> <p>Bidder Response: Amazon Chime Voice Connector is per min pricing</p>
34	<p>Describe the process for changing POTs or “point to” numbers for Toll Free Service.</p> <p>Bidder Response: Aspen Enhanced Care will include support for this feature using our Aspen Voice Bridge which is hosted in AWS. Using the Aspen Voice Bridge the time of day routing feature requested is supported. This is provided at no additional cost and enabled upon request.</p>
35	<p>The State requires the ability to add or remove Toll Free numbers at any time without penalty. Explain how your proposed solution meets this requirement.</p>

	<p>Bidder Response: Amazon Chime Voice Connector has a \$1 per month fee per phone number. Numbers can be added or removed at any time without any additional fees. The state can add and remove numbers or open a ticket request for Aspen to make the change.</p>
--	--

Revision 1 Cost Proposal Request for Proposal Number 6508 Z1

Bidder Name: Aspen Technologies Group providing Managed Services for Amazon Chime

Bidders must provide their proposed rate in the format provided below. A list of International countries and rates must be provided. If there are additional rates or charges applicable to the Contractor's proposed services, they must be included in this section ONLY. Charges which appear on Contractor invoicing that do not appear on this cost proposal will not be paid.

Switched Service

Call Type	Average Monthly Minutes	Per Min. Rate
Outbound Intralata-Intrastate	173,771	\$0.004800
Outbound Interlata-Intrastate	327,930	\$0.004800
Outbound Interstate	271,806	\$0.004800
Toll Free Interstate	280,192	\$0.011910
Toll Free Intralata	173,771	\$0.011910
Toll Free Interlata	327,930	\$0.011910
Payphone surcharge	n/a	Included
Toll Free Area Code	n/a	Included
Routing/Restriction		
Toll Free Directory Listing Charge	n/a	Included

Various federal and state taxes, fees, or surcharges which the State isn't exempt from	
Aspen Enhanced Care (Managed Service)	\$5,000 per month
List taxes, fees, or surcharges here	
List taxes, fees, or surcharges here	

Publicly Available Amazon Web Services Pricing - Amazon Chime Voice Connector

<https://aws.amazon.com/chime/voice-connector/pricing/>

Phone Numbers

Country	Direct Inward Dial (DID) rate per number per month (USD)	Toll free rate per number per month (USD)
United States of America	\$1.00	\$1.00

Outbound Calling

Country	Outbound rate per minute (USD)
Andorra	\$ 0.361200
Argentina	\$ 0.427110
Armenia	\$ 0.459300
Aruba	\$ 0.422850
Australia	\$ 0.047680
Austria	\$ 0.038000
Bahamas	\$ 0.306900
Bahrain	\$ 0.266850
Bangladesh	\$ 0.064650
Belgium	\$ 0.157500
Belize	\$ 0.419550
Bermuda	\$ 0.086250
Bhutan	\$ 0.172650
Bolivia	\$ 0.420900
Brazil	\$ 0.068410
Brunei Darussalam	\$ 0.110850
Bulgaria	\$ 0.139200
Cambodia	\$ 0.127200
Canada	\$ 0.005400
Chile	\$ 0.180300
China	\$ 0.031200
Colombia	\$ 0.065600
Costa Rica	\$ 0.148650
Cyprus	\$ 0.217070
Czech Republic	\$ 0.143360

Denmark	\$ 0.025780
Dominican Republic	\$0.276700
Ecuador	\$ 0.492750
Egypt	\$ 0.291750
El Salvador	\$ 0.413100
Ethiopia	\$ 0.478950
Faroe Islands	\$ 0.442950
Fiji	\$ 0.535800
Finland	\$ 0.054680
France	\$ 0.069200
French Guiana	\$ 0.222000
Germany	\$ 0.038920
Gibraltar	\$ 0.310500
Greece	\$ 0.256690
Guadeloupe	\$ 0.205350
Guam	\$ 0.039750
Guatemala	\$ 0.341700
Guyana	\$ 0.607350
Hong Kong	\$ 0.078960
Hungary	\$ 0.092000
Iceland	\$ 0.050850
India	\$ 0.022050
Indonesia	\$ 0.109500
Iraq	\$ 0.422850
Ireland	\$ 0.028910
Israel	\$ 0.038680
Italy	\$ 0.084200
Jamaica	\$ 0.490500

Japan	\$ 0.064800
Jordan	\$ 0.340950
Kazakhstan	\$ 0.372450
Kenya	\$ 0.511800
Kuwait	\$ 0.198750
Lao PDR	\$ 0.176700
Latvia	\$ 0.183400
Lebanon	\$ 0.394950
Liechtenstein	\$ 0.426450
Lithuania	\$ 0.121480
Luxembourg	\$ 0.067460
Macao	\$ 0.207300
Malaysia	\$ 0.089850
Malta	\$ 0.019770
Marshall Islands	\$ 0.488250
Martinique	\$ 0.209100
Mauritius	\$ 0.303600
Mexico	\$ 0.016250
Mongolia	\$ 0.105750
Namibia	\$ 0.173850
Nepal	\$ 0.303300
Netherlands	\$ 0.127260
Netherlands Antilles	\$ 0.229800
New Zealand	\$ 0.061410
Nicaragua	\$ 0.519300
Nigeria	\$ 0.262350
Norway	\$ 0.025320
Pakistan	\$ 0.188850

Panama	\$ 0.333680
Paraguay	\$ 0.199950
Peru	\$ 0.064550
Philippines	\$ 0.261600
Poland	\$ 0.118980
Portugal	\$ 0.089480
Puerto Rico	\$ 0.006000
Qatar	\$ 0.353400
Romania	\$ 0.036270
Russian Federation	\$ 0.372450
Saint Barthelemy	\$ 0.209100
Saint-Martin (French part)	\$ 0.209100
Saudi Arabia	\$ 0.212700
Singapore	\$ 0.020400
Slovakia	\$ 0.216300
South Africa	\$ 0.027325
South Korea	\$ 0.033150
Spain	\$ 0.071220
Sri Lanka	\$ 0.372600
St. Maarten	\$ 0.222000
Sweden	\$ 0.025360
Switzerland	\$ 0.192600
Taiwan	\$ 0.159600
Tajikistan	\$ 0.479400
Thailand	\$ 0.118500
Trinidad and Tobago	\$ 0.451800
Turkey	\$ 0.430180
Turkmenistan	\$ 0.306900

United Arab Emirates	\$ 0.371400
United Kingdom	\$ 0.019000
United States of America	\$ 0.004800
US Virgin Islands	\$ 0.004800
Uruguay	\$ 0.340200
Uzbekistan	\$ 0.191100
Vatican	\$ 0.171150
Venezuela	\$ 0.283950
Viet Nam	\$ 0.123750

The information above shows the cost per minute for outbound calls made via Amazon Chime Voice Connector and proxy phone sessions. All calls originate in the United States or Canada. The rates displayed reflect only the charges from Amazon Chime; local toll charges may apply.

*Except as otherwise noted, our prices are exclusive of applicable taxes and duties.
You can also access Amazon Chime Voice Connector.