

State of Nebraska State Purchasing Bureau

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES

SOLICITATION NUMBER	RELEASE DATE
RFP 6677 Z1	3/14/22
OPENING DATE AND TIME	PROCUREMENT CONTACT
4/25/22 2:00 p.m. Central Time	Joy Fischer

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 6677 Z1 for the purpose of selecting a qualified Contractor to provide Centralized Alcohol Management Project (CAMP) for the Nebraska Liquor Control Commission (NLCC). A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be five (5) years commencing upon execution of the contract by the State and the Contractor (Parties). The Contract includes the option to renew for five (5) additional three (3) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

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

An optional Pre-Proposal Conference will be held virtually on 3/23/2022 at 2:00 pm CT. Additional information regarding the Pre-Proposal Conference is provided in Section I.E.

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

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

These postings will include the entire proposal or response. If the Bidder wishes to withhold proprietary or other commercial information from disclosure, the Bidder must identify the proprietary information, mark the proprietary information according to state law, and must submit only the proprietary information in a separate file named conspicuously "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 sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and, 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05(3)), the State will consider all information a public record subject to disclosure. If the State determines it is required to release proprietary information, the Bidder will be informed. It will be the Bidder's responsibility to defend the Bidder's asserted interest in non-disclosure.

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

use any contract, proposal, or response to this solicitation for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this solicitation, specifically waives any copyright or other protection the contract, proposal, or response to the solicitation may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this solicitation, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the solicitation being found non-responsive and rejected.

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

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GLOSSARY OF TERMS

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

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

After Receipt of Order: 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: Electronic network for financial transactions in the United States

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

Best and Final Offer: 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 contractor will not withdraw the bid.

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

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

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

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

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

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

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

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

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

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

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

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

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade

secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

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

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

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

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

Contract Period: The duration of the contract.

Contractor: An individual or entity lawfully conducting business in the State, who provides goods or services under the terms of a written solicitation.

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

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

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

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

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

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

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

Evaluation Committee: Individuals selected by the requesting agency for the evaluation of proposals (offers made in response to written solicitations).

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

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

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

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

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

JD Edwards (E1): Electronic procurement system of record.

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: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Proposal: An offer, bid, or quote submitted by a Bidder in a response to a written solicitation

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which

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

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

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

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

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

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

Request for Proposal: A written solicitation utilized for obtaining competitive offers.

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

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

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

Should: Expected; suggested, but not necessarily mandatory.

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

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

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

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

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

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

Third Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and subcontractors 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 to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

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

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

Vendor: An individual or entity lawfully conducting business in the State, or licensed to do so.

Will: See Mandatory/Shall/Will/Must.

Work Day: See Business Day.

ACRONYM LIST

ARO – After Receipt of Order

ACH – Automated Clearing House

BAFO – Best and Final Offer

COI – Certificate of Insurance

CPU – Central Processing Unit

DAS – Department of Administrative Services

ECM (OnBase) – Enterprise Content Management system

F.O.B. – Free on Board

NEGIS – Nebraska Enterprise Geographic Information System

NIGP – National Institute for Governmental Purchasing

NLCC – Nebraska Liquor Control Commission

NSP – Nebraska State Patrol

RFP – Request for Proposal

SPB – State Purchasing Bureau

SOS – Secretary of State

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit proposals from qualified Contractor who will be responsible for providing Centralized Alcohol Management Project (CAMP) for the Nebraska Liquor Control Commission (NLCC) at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Bidder Solution Response Requirements, and Attachments may be found in Sections II through VII.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

Name: Joy Fischer and Annette Walton, Procurement Contracts Officer(s)
RFP #: 6677 Z1
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

Telephone: 402-471-0974/402-471-1428

E-Mail: joy.fischer@nebraska.gov/annette.walton@nebraska.gov

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

The following exceptions to these restrictions are permitted:

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

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

C. SCHEDULE OF EVENTS

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

Table 1. Schedule of Events

ACTIVITY		DATE/TIME
1.	Release Solicitation	3/14/2022
2.	Last day to submit written questions	3/21/2022
3.	Last day to submit "Notification of Intent to Attend Pre-Proposal Conference" via email to the POC	3/21/2022
4.	Optional Pre-Proposal Conference Location: Virtual.	3/23/2022 2:00 pm CT
5.	Last day to submit written questions after Pre-Proposal Conference	3/25/2022
6.	State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	4/6/2022
7.	Virtual Proposal Opening Location: Zoom meeting	4/25/2022 2:00 PM Central Time
8.	Review for conformance to solicitation requirements	4/27/2022 - 4/28/2022
9.	Evaluation period	4/29/2022 – 5/26/2022
10.	Presentations and/or Demonstrations (if required)	6/13/2022 – 6/17/2022
11.	BAFO	TBD
12.	Post "Notification of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	7/14/2022
13.	Contract finalization period	7/15/22 – 8/11/22
14.	Contract award	8/12/22
15.	Contractor start date	8/31/22

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to State Purchasing Bureau and clearly marked "RFP Number 6677 Z1; Centralized Alcohol Management Project (CAMP) for the Nebraska Liquor Control Commission (NLCC). Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's proposal is or might be developed. **Any proposal containing assumptions may be deemed non-responsive. Non-responsive proposals may be rejected by the State.** Proposals will be evaluated without consideration of any known or unknown assumptions of a Bidder. The contract will not incorporate any known or unknown assumptions of a Bidder.

It is preferred that questions be sent via **ShareFile** <https://nebraska.sharefile.com/r-r091546b79b3d4f7d9c7fe1743df55ad9> It is recommended that Bidders submit questions using the following format.

Solicitation Section Reference	Solicitation Page Number	Question

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

E. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held per the Schedule of Events. Attendance at the pre-proposal conference is optional. Vendors will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the solicitation requirements. Questions that have a material impact on the solicitation or process, and questions that are relevant to all Bidders, will be answered in writing and posted at <http://das.nebraska.gov/materiel/purchasing.html>. An answer must be posted to be binding on the State. The State will attempt to provide verbal answers to questions that do not impact the solicitation or process and are only of interest to an individual Bidder during the conference. If a Bidder feels it necessary to have a binding answer to a question that was answered verbally, the question should be submitted in writing per the Schedule of Events.

Zoom meeting link: <https://us02web.zoom.us/j/82898285877?pwd=Ujk1dEhkeS9CL0kR3M0RitmQW5LQT09>

F. NOTICE OF INTENT TO ATTEND OPTIONAL PRE-PROPOSAL CONFERENCE

Bidders should notify the POC of their intent to attend by submitting a "Notification of Intent to Attend the Pre-Proposal Conference Form" (see Form B) via **ShareFile**.

<https://nebraska.sharefile.com/r-r93a440cfb26b46a18ce6d92146b93a33>

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

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

H. ETHICS IN PUBLIC CONTRACTING

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

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

5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the proposal, or prejudice the State.

The 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 by the Bidder throughout the bidding process, and throughout the term of this contract for the awarded Bidder and their subcontractors.

I. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the solicitation (Sections II thru IV) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through IV must be clearly defined by the Bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

J. SUBMISSION OF PROPOSALS

The State is accepting only 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 RFP is received electronically and submitted by the date and time indicated in the Schedule of Events. Proposals must be submitted via ShareFile by the date and time of the proposal opening per 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:
<http://das.nebraska.gov/materiel/purchasing.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 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.

Proposal submission link

<https://nebraska.sharefile.com/r-r9dcb77f490274e08bcaed7d60f32ea0f>

2. The Technical, Cost Proposal and Proprietary information should be uploaded as separate and distinct files.
3. If duplicated proposals are submitted, the State will retain only the most recently submitted response.
4. If it is the Bidder's intent to submit multiple proposals, the Bidder must clearly identify the separate submissions.
5. 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.

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:

6. RFP 6677 Z1, Company Name, Description of Service
7. If multiple files are submitted for one RFP proposal, add number of files to file names: RFP 6677 Z1 Company Name, File 1 of 2.
8. If multiple RFP proposals are submitted for the same RFP, add the proposal number to the file names: RFP 6677 Z1 Company Name Proposal 1 File 1 of 2.

Proposal responses should include the completed Form A, "Contact Information". The RFP number should be included in all correspondence.

K. PROPOSAL PREPARATION COSTS

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

L. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

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

1. Rejection of a 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 of the Bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

M. PROPOSAL CORRECTIONS

A Bidder may correct a mistake in a proposal prior to the time of opening by uploading a revised and completed proposal if the original proposal was electronically submitted.

1. If a corrected electronic proposal is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted. The corrected proposal file name(s) should be identified as Corrected 6677 Z1 Company Name Proposal #1, Corrected 6677 Z1 Company Name Proposal #2, etc.

N. LATE PROPOSALS

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

O. PROPOSAL OPENING

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

Zoom link: <https://us02web.zoom.us/j/81282819212?pwd=a0xaUEIVSkRyQTlnYUJtMWNtE1zQT09>

P. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

Please refer to Section V.C.ii Detailed Response Instructions for detailed proposal response instructions.

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.

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

Q. EVALUATION OF PROPOSALS

1. All proposals that are responsive to the solicitation will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:
 - a. Corporate Overview should include but is not limited to:
 - i. the ability, capacity, and skill of the Bidder to deliver and implement the system or project that meets the requirements of the solicitation;
 - ii. the character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
 - iii. whether the Bidder can perform the contract within the specified time frame;
 - iv. the quality of vendor performance on prior contracts;
 - v. such other information that may be secured and that has a bearing on the decision to award the contract;
 - b. Technical Approach; and,
 - c. Cost Proposal.
2. To be eligible for consideration of contract award, the bidder must meet all minimum qualification requirements as outlined in the Solicitation, including requirements stated within any part of this RFP. A proposal must clearly demonstrate that the Bidder meets the following minimum qualifications:
 - a. Bidder must have experience with implementing an alcohol licensing solution in one (1) state minimum of similar size and/or complexity within the last five (5) years.
 - b. Bidder must have experience providing first-line support (technical and functional help/service desk) for an alcohol licensing and regulatory system.
 - c. Bidder Project Manager must have one (1) year of experience implementing the proposed solution and been through at least one (1) full lifecycle deployment with the proposed software solution.

Failure to meet these minimum qualifications shall result in disqualification of the response and the response shall receive no further consideration.

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

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

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

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

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

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

Evaluation criteria will be released with the solicitation.

R. 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.

S. DEMONSTRATIONS

The State may determine after the completion of the Technical and Cost Proposal evaluation that demonstrations are required. Every Bidder may not be given an opportunity to give demonstrations; the State reserves the right, in its discretion, to select only the top scoring Bidders to present. The scores from the demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the Bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting Bidder will be permitted to attend the 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 demonstrations have been completed, the State reserves the right to make an award without any further discussion with the Bidders regarding the proposals received.

Any cost incidental to the demonstrations shall be borne entirely by the Bidders and will not be compensated by the State.

All demonstrations will be completed virtually.

T. BEST AND FINAL OFFER

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

U. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this solicitation, the Bidder grants to the State the right to contact or arrange a visit in person with any or all of the Bidder's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

V. AWARD

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

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

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

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

W. "LUMP SUM" OR "ALL OR NONE" PROPOSALS

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

X. REJECTION OF PROPOSALS

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

Y. RESIDENT BIDDER

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

II. TERMS AND CONDITIONS

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

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

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

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

A. GENERAL

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

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

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

These documents constitute the entirety of the contract.

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

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

B. NOTIFICATION

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

Bidder 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 electronically or personally or mailed. All notices, requests, or communications shall be deemed effective upon receipt.

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 required to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

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

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

E. BEGINNING OF WORK

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

F. AMENDMENT

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

G. CHANGE ORDERS OR SUBSTITUTIONS

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

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

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

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

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

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

H. VENDOR PERFORMANCE REPORT(S)

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

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

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

J. BREACH

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

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

K. NON-WAIVER OF BREACH

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

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

L. SEVERABILITY

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

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

M. INDEMNIFICATION

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

1. GENERAL

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

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or

its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

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

3. PERSONNEL

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

4. SELF-INSURANCE

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

5. ATTORNEY GENERAL

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

N. ATTORNEY'S FEES

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

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

O. LIQUIDATED DAMAGES

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

Contractor understands and agrees that the failure to meet the dates for the deliverables would cause the State to suffer damages that are difficult to ascertain. As such, Contractor agrees that Contractor's failure to meet the dates for the deliverables as agreed upon by the parties may result in an assessment of liquidated damages in the amount of \$500.00 per day to NLCC, until the deliverables are submitted and finally approved by NLCC. Contractor will be notified in writing when liquidated damages will commence. Damages will be assessed against Contractor's subsequent submitted invoice(s). In the event that no further invoices are submitted, Contractor will submit payments with any remaining damages to NLCC.

P. PERFORMANCE REQUIREMENTS

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

The Contractor must provide a system to track issues with the Web-Based Permit/Licensing system. Such issues must be classified into severity levels based on the requirements of the awarded Contract. The time to repair commences when the issue is entered into the tracking system. The Contractor shall monitor and track each issue, the Incident Time of each issue, and the time the issue was fully resolved. The Contractor shall deliver to the State a detailed and accurate summary of such information for the previous month.

Based on experience with hosted systems for regulatory agencies similar to NLCC, propose a range of severity levels and commensurate response times related to performance issues, incidents and loss of service. Failure to meet the agreed-upon performance requirements may be deemed a breach, as determined by the State. In such event, the State retains all remedies available pursuant to law and this Contract.

Severity Levels

Bidder Response

Q. ASSIGNMENT, SALE, OR MERGER

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

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

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction,

the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

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

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

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

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

S. FORCE MAJEURE

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

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

T. CONFIDENTIALITY

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

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

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

U. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
4. if directed to do so by statute;
5. 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;
6. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
7. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
8. 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;
9. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
10. Contractor intentionally discloses confidential information;
11. Contractor has or announces it will discontinue support of the deliverable; and,

12. In the event funding is no longer available.

V. CONTRACT CLOSEOUT

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

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

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required, and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108

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

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

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. 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.

F. PRICES

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

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

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

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

G. PERMITS, REGULATIONS, LAWS

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

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

H. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

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

I. INSURANCE REQUIREMENTS

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

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

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

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

In the event that any policy written on a claims-made basis terminates or is cancelled 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 contactors' 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.

Table 2. Required Insurance Coverage

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	\$25,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
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, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

State Purchasing Bureau
 Attn: Joy Fischer
 joy.fischer@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.

J. ANTITRUST

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

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

K. CONFLICT OF INTEREST

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

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

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

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

L. STATE PROPERTY

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

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

M. SITE RULES AND REGULATIONS

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

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

N. ADVERTISING

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

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

O. 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.

P. DISASTER RECOVERY/BACK UP PLAN

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

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

Q. DRUG POLICY

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

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.

R. WARRANTY

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

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

C. INVOICES

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

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

Invoices can be mailed to:

Nebraska Liquor Control Commission
 PO Box 95046
 Lincoln NE 68509

Invoices can be sent electronically to lcc.frontdesk@nebraska.gov

Invoices must reference an invoice number, date, type of work or description, contract number, and dollar amount.

D. INSPECTION AND APPROVAL

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

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

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

E. PAYMENT (Statutory)

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

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

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

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit, and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one percent (1%) 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. Introduction

The purpose of this RFP is to select a qualified and licensed vendor to provide, implement, and maintain a new licensing solution for the Nebraska Liquor Control Commission (NLCC). This initiative is referred to as the Centralized Alcohol Management Project (CAMP).

This RFP's objective is for NLCC (referred to as 'NLCC' or 'the Agency') to identify and select the solution and Contractor that best meets the Agency's needs. It is expected the new solution will enable the following benefits:

1. Enhance the industry's experience with reporting and licensing services (internally and externally) through a more transparent, efficient and centralized alcohol management solution.
2. Increase revenue opportunities by enhancing report reconciliation capabilities as well as the collection of taxes, penalties, and interest.
3. Automate business processes as much as possible to increase efficiency, eliminate inefficiencies, reduce duplication, and make better use of available resources.
4. Give customers the ability to manage their accounts online for better insight into account transactions.
5. Strengthen industry engagement by providing more web-based alternatives for education and input on agency actions.

NLCC invites interested parties that meet the qualifications listed in this document to submit proposals regarding their service offerings. All information shall be submitted in the format stipulated in this RFP.

The proposal should be signed by a person, or the people, duly authorized to bind the vendor to contracts.

B. Project Background

1. Current State Overview

The current licensing system used by the NLCC, C1 mainframe, is over 30 years old and can no longer be effectively updated to maintain system functionality. As an example, NLCC staff must perform 69 discreet process steps to issue a license – many of which involve performing redundant, manual entries. The application is a custom-built system that tracks the majority of NLCC-issued licenses and permits. The system has limited reporting capabilities and NLCC must pay for technical expertise to leverage any reporting functions today. The Nebraska State Auditor's review has considered the C1 mainframe as "antiquated" since 2009.

NLCC currently leverages OnBase, the State's Enterprise Content Management (ECM) system, to process Special Designated Licenses (SDLs), a relatively small subset of the scope of NLCC's regulatory responsibility. The remainder of NLCC's business functions not supported by C1 or OnBase are executed through a mix of manual processes, via Excel spreadsheets, Outlook email, and paper.

Additionally, the alcohol industry that NLCC serves expresses dissatisfaction with the cumbersome application and reporting processes, which hinders economic development.

NLCC envisions replacing the C1 mainframe with a modern Commercial Off the Shelf (COTS) solution that supports all business operations related to alcohol licensing and other related services. Implementing a centralized system will streamline business operations, enhance customer services, and reduce timelines – all of which can result in increased revenue and efficiency. It is critical that NLCC's business processes be as customer friendly and accessible as possible.

2. Project Objectives

NLCC envisions the new solution will replace the C1 mainframe and other supporting tools used as workarounds today and include full integration with the State's OnBase ECM system as well as other interfaces specified later in this document, such as the Nebraska Enterprise Geographic Information System (NEGIS). The new solution will support modern capabilities for the online portal as well as mobile capabilities for staff and customers. The solution should enable several key business objectives, such as:

1. Increase efficiency of NLCC processes and allow staff to do more work with less effort
2. Enable complete and accurate auditability of liquor licenses and excise tax collection
3. Allow NLCC to increase services offered with existing staff
4. Replace legacy systems with a single modern solution
5. Facilitate all license activities through a single portal
6. Provide a better user experience to licensees and NLCC staff

C. Scope of Work

1. Project Scope

NLCC intends to implement a solution that consolidates the C1 mainframe and existing NLCC legacy tools and manual processes into one enterprise solution that provides a single source of information for Nebraska’s alcohol licensing and regulatory processes.

The table below provides a high-level overview of the scope of CAMP for reference purposes. Detailed information on these scope areas is provided in the next sections, and in the Functional and Technical Requirements matrices (Appendix A and Appendix B, respectively).

Table 3. Scope Overview

Scope Area	Description
Major Stakeholders	<ul style="list-style-type: none"> • NLCC staff • Nebraska State Patrol • City / County Clerks of local jurisdictions • Liquor Control Commissioners • Office of the Attorney General • External Review Agencies (i.e., Department of Agriculture) • Industry <ul style="list-style-type: none"> ◦ Producers ◦ Wholesalers ◦ Shippers ◦ Retailers • Office of the CIO (OCIO)
Legacy Systems to be Replaced	<ul style="list-style-type: none"> • <u>One Primary System:</u> <ul style="list-style-type: none"> ◦ C1 Mainframe ◦ Alcohol permitting and licensing system ◦ 30-year-old custom developed system
Number of Users	<ul style="list-style-type: none"> • C1 Mainframe: 20 existing system users in NLCC
# Records / Data Conversion Scope	<ul style="list-style-type: none"> • # of Existing Fields: 12,855,896 existing in approximately 13 DB2 Tables • Data Conversion Scope NLCC intends to convert only active license information maintained in C1 today in DB2. Active license information resides in 6 DB2 Tables and those tables have approximately 1,060,000 fields. This equates to less than 10% of existing fields that the Agency is converting into the new solution. NLCC is undertaking a data quality assessment initiative in order to understand the cleanliness of the data, as well as the feasibility and business importance of converting the data in order to reduce risk.
System Interfaces Needed	<ul style="list-style-type: none"> • <u>Mandatory Interfaces</u> <ul style="list-style-type: none"> ◦ OnBase ECM ◦ NEGIS ◦ JD Edwards (E1) ◦ PayPort ◦ Nebraska Interactive ◦ Civix – Secretary of State repository of active corporate licenses ◦ (optional) Future Knowledge Management System
Existing Configuration	<ul style="list-style-type: none"> • C1 mainframe <ul style="list-style-type: none"> ◦ 83 license / permit types ◦ 20 generated reports
Volume / Metrics	<ul style="list-style-type: none"> • C1 mainframe processes ~11,000 licenses annually

Hosting	<ul style="list-style-type: none"> • The C1 solution is currently hosted on premises. • NLCC seeks to procure a cloud solution.
Training	<ul style="list-style-type: none"> • Contractor must provide both Train-the-Trainer and direct End User Training approaches • 50 NLCC users

a. Implementation Services

The Agency anticipates a project start date approximately 1-3 weeks after Contract award date. NLCC requires implementation services, including requirements gathering, design, development and configuration, data conversion, testing, training, go live support, and ongoing support, maintenance, and (potentially) hosting.

NLCC understands this large business transformation initiative may benefit from an iterative, phased deployment. Bidders should propose an approach that logically sequences deployments across functionality, user groups, or other proven approach based on the vendor’s methodology and experience, as well as the characteristics of CAMP, as appropriate to reduce risk while also demonstrating successful releases of functionality early on in the project.

Optionally, Bidders should consider whether phasing by license application types would allow for “quick wins” early on in the implementation. For example, an early phase could include deployment of “simple” license types that require minimal supporting workflow for review, approval/disapproval, and issuance.

Bidders should propose a realistic timeline that allows adequate time for all project activities necessary for a successful and quality deployment based on Bidder’s experience with similar implementations of size, scope, and complexity.

2. Solution Capabilities

This section focuses on the technical aspects of the solution.

b. Current State

i. Applications for Replacement

Table 4 provides additional information regarding the legacy systems targeted for replacement.

Table 4. Legacy Systems Targeted for Replacement

System Name	Description	Details
C1 Mainframe	C1 is the primary liquor licensing and permitting system for NLCC. NLCC has used C1 for approximately 30 years and has over 83 license and permit record types in the System. Currently, NLCC issues approximately 11,000 retail licensing applications a year. NLCC has 83 defined license and permit types in C1 mainframe but expects the Bidder to assist NLCC in looking for opportunities to consolidate similar record types that share workflow, fees, and inspections in the future solution.	<ul style="list-style-type: none"> • System Vendor: Developed by NLCC • Migrate Data: Yes, a subset of data that is deemed critical will be migrated
MS Excel, Access, Outlook	NLCC uses a combination of MS Access databases and Excel sheets for tracking, generation of case numbers as well as development of forms and documents. Outlook listservs are also leveraged to generate customer emails.	<ul style="list-style-type: none"> • System Vendor: Microsoft • Migrate Data: No

ii. Scope of Data Conversion

NLCC intends to convert **only active license information** maintained in C1 today in DB2. Active license information resides in 6 DB2 Tables and those tables have approximately 1,060,000 fields. This equates to less than 10% of existing fields that the Agency is converting into the new solution. NLCC is currently engaged in assessing the quality of this data and cleansing where appropriate. Additionally, NLCC plans to convert all revoked license records and 6 months' worth of cancelled license records.

c. Future State

i. Stakeholders & Solution Capability Model

NLCC regulates and controls the alcoholic beverage industry and beverages within and into the State of Nebraska to promote public health, safety and welfare. The governing body of NLCC is composed of three representatives of the three congressional districts in Nebraska.

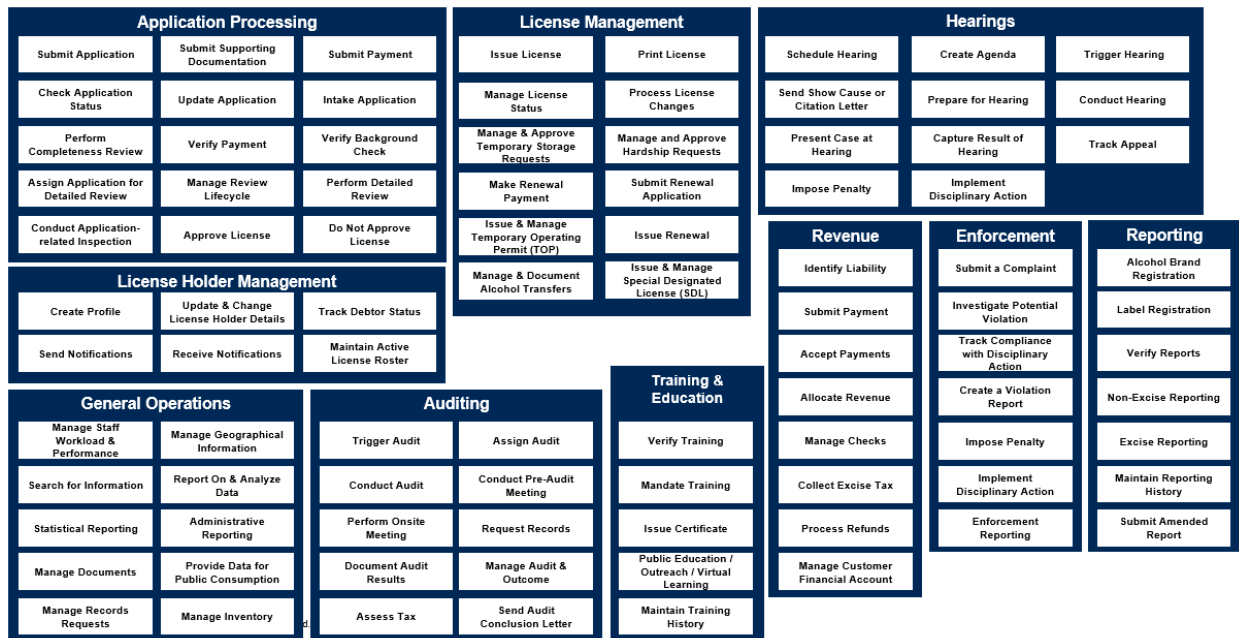
NLCC works with several key stakeholders listed in throughout the alcohol industry (producers, wholesalers, shippers, and retailers), local jurisdictions, as well as the general public. (See Table 5 below).

Table 5. CAMP Stakeholders

Stakeholder	Stakeholder Description
NLCC Staff	NLCC staff are responsible for application reviews and processing, including renewals. Agency users track compliance, coordinate Commission hearings, and monitor enforcement investigations. They are also responsible for collecting excise reports across the industry to ensure accurate taxation.
Liquor Control Commissioners	The governing body is responsible for the final administration and approval of all retail alcohol licenses, conducting citation hearings, imposing penalties, and establishing rules and regulations.
City / County Clerks of local jurisdictions	City / County Clerks of local jurisdictions track and communicate license information, particularly during the license application and license renewal process. They are responsible for coordinating local public hearings for new license applications as well as communicating local recommendations to NLCC. Clerks may also participate in NLCC hearings in the case of denials.
Office of the Attorney General	The Attorney General reviews license holder investigation reports from Nebraska State Patrol (NSP) to advise on appropriate legal and enforcement actions.
Nebraska State Patrol (NSP)	NSP is responsible for enforcement and investigations to ensure license holder compliance. They also review and investigate complaints related to licenses and/or permits.
External Review Agencies	NLCC licensing applications are reviewed by the Fire Marshall and Department of Agriculture, when applicable. Pertinent application information is sent to the appropriate agency for review as part of the application process.
Industry	<p>Alcohol industry members, producers, wholesalers, shippers and retailers are key customer stakeholders. They must apply for, renew, report and maintain compliance against their licenses as well as pay excise taxes, when applicable.</p> <ul style="list-style-type: none"> ▪ Shippers: There are multiple classes of shippers that are subject to application and period reporting requirements. ▪ Producers: Manufacture alcoholic products with production facilities in Nebraska that want to sell products through Nebraska wholesalers. ▪ Wholesalers: The brokers between retailers and the supply of alcohol being sold. Wholesalers receive product directly from producers or shippers. ▪ Retailers: Sell alcohol directly to the public.
Office of the Chief Information Officer (OCIO)	The OCIO will also be an integral member of the CAMP team. OCIO coordinates the use of information technology across the various departments and agencies of Nebraska State government. OCIO also manages the NEGIS and OnBase system.

Figure 1 below provides a high-level overview of the major business capabilities required to be supported by the new solution.

Figure 1. Major Business Capabilities to be Supported by the New Solution



ii. Conceptual Technical Architecture Model

a) Applications for Integration

Table 6 provides additional information regarding the systems targeted for integration with the new licensing solution.

Table 6. Systems Targeted for Integration

System Name	Description	Details
OnBase Enterprise Content Management System (ECM)	NLCC intends to have a real-time integration between OnBase and Bidder’s solution that allows all document types (image, word, excel, pdf, etc.) to be posted and retrieved from OnBase. The OnBase system will function as the system of record for all CAMP document storage. OnBase has been configured to process Special Designated Licenses (SDLs) for NLCC but this business process will be consolidated with the rest of NLCC’s licensing and permitting processes and handled by the future State solution.	<ul style="list-style-type: none"> • Status: Existing • Current Type: NA (outside of SDL processing) • Future Type: Real-Time
PayPort	This is the payment portal leveraged across Nebraska state agencies. This system is used for debit/credit payments and resides on the Nebraska Interactive website.	<ul style="list-style-type: none"> • Status: Existing • Current Type: Real-Time • Future Type: Real-Time
Nebraska Interactive	Responsible for NLCC’s public facing website and portals as well as for	<ul style="list-style-type: none"> • Status: New • Current Type: NA • Future Type: Real-Time

	handling ACH payments & excise tax reporting.	
Civix	Civix is a system leveraged by Nebraska's Office of the Secretary of State (SOS). NLCC uses this system to ensure businesses have an active corporation status registered with the State. The system must be able to validate license status with the SOS at the time of application.	<ul style="list-style-type: none"> • Status: New • Current Type: NA • Future Type: Real-Time
JD Edwards (E1)	<p>JD Edwards (E1) is the NLCC financial system of record. NLCC intends to have CAMP and JD Edwards (E1) integrate. NLCC intends to leverage multiple batch interfaces:</p> <p>1. Need a nightly batch that posts daily payments received to JD Edwards by General Ledger (GL) account numbers. Required fields are transmitted to E1 to create a journal entry.</p> <p>2. Need a monthly batch that posts a summary of all payments to proper GL accounts.</p>	<ul style="list-style-type: none"> • Status: New • Current Type: NA • Future Type: Batch
Nebraska Enterprise GIS (NEGIS)	Address and property information should be populated by OCIO's central GIS repository. The interface must also allow alcohol licenses/permits to be displayed geospatially on the map. Please refer to Section V.C.2.b.iv.d) - GIS additional GIS requirements.	<ul style="list-style-type: none"> • Status: New • Current Type: Real-Time • Future Type: Real-Time
Knowledge Management System	NLCC may implement a Knowledge Management System in the future to develop and manage NLCC-required trainings. A system has not been selected at this time. Bidders should identify their ability to integrate with such a system and any experience doing so. Please see Section V.C.3.vii.d) - 7.D. Integration for additional response requirements regarding the Knowledge Management System.	<ul style="list-style-type: none"> • Status: New • Current Type: N/A • Future Type: Real-Time

iii. Functional Capabilities Summary

b) Standard Capabilities Expected

1) Standard Licensing Capabilities

Licensing applications are designed to automate the key processes of State and local regulatory agencies. For the scope of CAMP, it is required that the proposed solution will implement automated liquor licensing capabilities typically supported by licensing applications, including:

- I. Application Intake & Assessment processes
- II. Hearing processes
- III. Review processes

- IV. Permitting processes
- V. Inspection processes
- VI. Auditing processes
- VII. Licensing processes
- VIII. Compliance Management & Enforcement processes
- IX. Revenue processes
- X. GIS/locational orientation of data

The required solution capabilities to be supported by the new licensing solution are outlined in Appendix D: User Stories, and Appendix A: CAMP Functional Requirements.

2) Unique NLCC Business Capabilities to be Supported

The sections below provide an overview of the unique business capabilities that the future solution is required to support. The needed solution capabilities are described in the Appendix D: User Stories and Appendix A: CAMP Functional Requirements.

- I. **License Holder Reporting and Verification.** License Holders are required to submit reports (samples of which are included in Appendix E: CAMP Reports Inventory) to NLCC on a periodic basis (monthly, quarterly, annually). License holders are required to provide data and supporting documentation based on the type of license they have. License holders (specifically, wholesalers, producers and shippers) must report sales, out of state shipments, and internal usage activity. These reports are sometimes verified to ensure activity aligns across reporting groups.

In some cases, the solution must be able to run a query that compares data across various reports and flags any discrepancies for NLCC review. Staff may also review and verify reports manually. Additionally, the solution should be able to flag any reported brands that are not registered in the State (see alcohol brand registration below).

- II. **Mandated Training Monitoring and Tracking.** Applicant(s) may be required to complete NLCC-approved training programs. This is typically the case when the applicant(s) have insufficient experience selling alcohol in Nebraska. Training may also be mandated as a result of the imposition of a disciplinary action. NLCC staff verify that approved training courses have been completed and issue certificates. The new solution must allow for submittal of training documentation and issuance of training certificates.

In the future, NLCC may implement a Knowledge Management System to develop and manage NLCC-required trainings. A system has not been selected at this time. Bidders should identify their ability to integrate with such a system and any experience doing so. Knowledge management capabilities are not required at this time, but the Bidder may optionally propose any features that come “out-of-the-box” with the solution that may benefit NLCC. Further, should Bidders have a knowledge management capability in their current solution or as part of their product portfolio that would be an additional cost, Bidders can optionally provide information about these capabilities and associated pricing for NLCC's future reference. Please see Sections V.C.3.v. - 5.A. Product Overview and V.C.3.vii.d) – 7.D. Integration for additional response requirements regarding the Knowledge Management System.

- III. **Alcohol Brand Registration.** Alcohol Brand Registrations delineate what products are available in regions throughout the State by a certain supplier (i.e., wholesaler) – beer brands may be limited to specific geographic areas whereas wine/spirits are registered statewide. This allows NLCC to regulate regions of distribution for beer brands as well as understand the distribution of wine/spirit brands across the State. A retailer is only able to sell products supplied by a wholesaler. In regard to beer brand registration, specifically, based on the physical location of the retailer, a beer brand can only be supplied by the wholesaler that is registered as responsible for the region containing that location.

The supplier is responsible for submitting this information to NLCC. Suppliers can be one of three groups: shippers that are registered as the agent for out-of-state suppliers, self-represented out-of-state suppliers, or in-state producers that are responsible for their own brands (they do not use shippers in-state and thus cannot have a shipper agent). Suppliers must delineate geographic territories as part of their application process and the classification of the product (i.e. beer, wine, spirits, spirit-based ready to drink cocktails, hard cider). Subcontractors can be added to a primary beer brand territory agreement.

The new solution must process, track, and manage alcohol brand registrations and associated subcontractors to be displayed via GIS mapping (specifically for beer brand territories) and enforce

compliance with excise tax reporting rules (See Section V.C.2.b.iii.a)2)I. - License Holder Reporting and Verification above)

- IV. Local Jurisdiction Review of Applications and Release of Renewals.** Licensing application packages are sent to the City/County Clerk for the jurisdiction where the applicant property is located. Each City/County clerk then manages a local hearing process within 45 days of receipt of the application package and sends a recommendation sheet to NLCC that communicates if the application was recommended for approval or denial by the local governing body. City/County Clerks may also participate in NLCC hearings in the case of denials.

When a license is renewed, NLCC sends the renewed license to the City/County clerk for the local jurisdiction where the subject property is located. The clerk retains the license until a license holder pays local taxes and fees for the license, which is then released. Local City/County clerks may also be involved in processes related to updating license information (i.e., manager changes).

The new solution should allow City/County clerks to access application information (to include renewals), upload recommendation sheets, and receive notifications. The solution shall also allow NLCC to send digital licenses issued to clerks for distribution once local fees and taxes are paid. Bidders must discuss their approach to providing access to these clerks and any implications for software licensing (See Section V.C.2.b.iii.a)2) - 6.B. Unique Capabilities above).

iv. Technical Capabilities Summary

a) Standard Capabilities Expected

Licensing applications typically provide similar system features to support the major business capabilities that state and local governments require to perform their business operations. These include functionality such as:

- 1) Workflow, prioritization and enumeration of assignments
- 2) Integration with end-user calendaring and email for work management
- 3) Correspondence management
- 4) Document storage, retrieval and version control
- 5) Mobile access
- 6) Business Intelligence/analytics tools

NLCC's requirements for these capabilities are outlined in the Appendix A: CAMP Functional Requirements and Appendix B: CAMP Technical Requirements, as well as the sections below.

b) Workflow & Business Rule Automation

The solution is required to support the enforcement of business processes and rules across multiple functional areas relying on a common set of technical components which include the following:

- 1) Rule Automation
- 2) Macro Process Automation
- 3) Workflow Execution
- 4) Workflow Modeling

c) Online Portal

The solution is required to provide basic online portal capabilities that allow NLCC's external users (e.g., license holders) to be able to perform the majority of business transactions with NLCC online including, but not limited to, application and electronic document submission, monitoring and tracking capabilities, management of account settings, and making online payments.

Advanced features, such as wizard functionality, are not required at this time, but the Bidder may optionally propose any features that come "out-of-the-box" with the solution that may benefit NLCC.

d) GIS

The solution is expected to integrate with NEGIS to provide geographical information to support the application submittal, validation, and processing activities, including determining application requirements, reviews required based on location, inspection scheduling and routing, etc. Potential GIS layers include:

- 1) Parcels (not to be publicly available)

- 2) Churches
- 3) Hospitals
- 4) Homeless Shelters
- 5) Health Districts
- 6) Jurisdictional Boundaries
- 7) Fire Marshall Districts
- 8) Accredited Schools/College Campuses
- 9) Nebraska State Patrol Boundaries
- 10) Alcohol Brand Territories
- 11) Licensing Information/History by Location

GIS integration shall provide a comprehensive view of activity and history of a location in a GIS view.

e) Mobile

The Contractor must provide a mobile application that allows field users, particularly NSP officers, to access the system and perform activities using a mobile device.

VI. Bidder Solution Response Requirements

D. Response Instructions

1. Response Organization

Responses should be organized according to the template below. The template provides the opportunity for Bidders to answer text-based questions about the Solution and services proposed. Bidders may include attachments where necessary or appropriate but must provide all content in the sequence described below.

The template consists of the following sections:

- a. Section 1: Title Page
- b. Section 2: Cover Letter
- c. Section 3: Table of Contents
- d. Section 4: Company Background & Experience
 - i. Section 4.A: Company Profile
 - ii. Section 4.B: Company Background
 - iii. Section 4.C: Bidder Experience
- e. Section 5: Product Overview
 - i. Section 5.A: Product Overview
- f. Section 6: Functional Solution
 - i. Section 6.A: Modules
 - ii. Section 6.B: Unique Capabilities
 - iii. Section 6.C: Requirements Response Workbook – Functional Requirements
- g. Section 7: Technical Solution
 - i. Section 7.A: Conceptual Architecture
 - ii. Section 7.B: System Architecture
 - iii. Section 7.C: Security
 - iv. Section 7.D: Integration
 - v. Section 7.E: Data Conversion and Migration
 - vi. Section 7.F: Reporting
 - vii. Section 7.G: Hosting
 - viii. Section 7.H: Technical Requirements Response Workbook
- h. Section 8: Implementation Approach and Understanding
 - i. Section 8.A – Schedule and Work Plan
 - ii. Section 8.B – Staffing Requirements
 - iii. Section 8.C – Bidder References
 - iv. Section 8.D – Project Management Approach
 - v. Section 8.E – Implementation Approach / Deployment Strategy
 - vi. Section 8.F – Design and Development Strategy
 - vii. Section 8.G – Test Strategy
 - viii. Section 8.H – Organizational Change Management
 - ix. Section 8.I – Training and Knowledge Transfer
 - x. Section 8.J – Production Transition and Hosting & Production

- i. Section 9: Deliverables
 - i. Section 9A: Deliverable Format
 - ii. Section 9B: Mandatory Deliverables
 - iii. Section 9C: Deliverable Reviews and Approvals
 - iv. Section 9D: Scoping Comments
- j. Section 10: Additional Materials Bidder Wishes to Include
- k. (Separated Sealed Folder) Section 11: Appendix C: CAMP Cost Workbook

2. Detailed Response Instructions

a. Section 1. Title Page

The title page should include the title and number of the RFP, name and address of the Bidder(s), and the date of the proposal. The title page should also clearly indicate the content is related to the CAMP Proposal Response.

b. Section 2 Cover Letter

The Cover Letter should include a summary of its response that highlights the key points and explains how the proposed Solution and approach provides the best value in meeting the needs of NLCC.

Additionally, describe why the solution described in the response is important to the Bidder's organization, and why the Bidder is best qualified to implement and operate the new solution.

The cover letter is limited to two (2) pages.

c. Section 3. Table of Contents

The Table of Contents should outline the structure of the response and include the critical elements as described in this RFP.

d. Section 4. Company Background & Experience

i. 4.A. Company Profile

Provide a brief overview of your company, describing the history, size, mission, primary line of business, how it is organized, and how its available products and resources will be used to meet this RFP's requirements.

Complete Table 7 to provide NLCC with an overview of the Bidder's organization. If Bidder will be using multiple vendors to provide any system/service component items, Bidder must complete the following table for each vendor that will be actively participating in the project. Duplicate the table as needed.

Table 7. Organization Overview

Information Requested	Response
Full Company Name or Corporate Name	
Corporate Headquarters Address	
Office location responsible for performance pursuant to an award of a contract with the State of Nebraska	
Telephone Number	
Website Address	
Parent Company	
Subsidiaries or Affiliated Companies	
Year in which the Bidder first organized to do business (i.e., year company was founded)	
State in which the Bidder is incorporated or otherwise organized to do business	

Information Requested	Response
Number of years Company has been providing the Product or Service specified in this RFO	
Most recent three (3) Fiscal Years' revenue and net income in USD	
Type of entity organization (e.g., corporation, partnership, proprietorship)	
Company Ownership Structure (e.g., public, private, joint venture)	
Stock Exchange and Symbol (if publicly traded)	
List the name and form of organization if it has changed since first organized	
Locations in the U.S., and total number of staff in each location	

ii. 4.B. Company Background

a) Recent Contracts

1. Identify all contracts for similar solutions and/or services which the Bidder has entered into within the past three (3) years, specifically related to state alcohol licensing and regulations. If client confidentiality is necessary, provide descriptive information to allow NLCC to understand the type and size of client served (e.g., identify the number of jurisdiction or users which have or will be served by the new system(s)).
2. Indicate if these projects were completed on schedule and within budget. NLCC reserves the right to reach out to any customers mentioned by the Bidder for additional information. If no recent contracts have been entered into, state "None." Indicate if these projects were completed on schedule and within budget. NLCC reserves the right to reach out to any customers mentioned by the Bidder for additional information. If no recent contracts have been entered into, state "None."

b) Contract Terminations

1. If the contractor 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.
2. 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 (number) (##) years, so declare.
3. 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.
4. If no recent contract terminations, state "None."

c) Business Disputes and Outstanding Litigation

1. Disclose any judgments that have occurred within the past five (5) years and any current pending litigation. If the Bidder has partnered with other organizations for this project, any judgments or litigation of the partner organizations must be provided.
2. If none are known to exist for any organization included in this response, state "None."

d) Change of Ownership

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

e) Mergers and Acquisitions

1. Disclose any announced or planned sale, merger, or acquisition of any participating organization or its products relevant to the scope of CAMP. Disclose any mergers or acquisitions that have occurred during the past eighteen (18) months and describe the impact to the organization or products.

f) Conflicts of Interest

1. Identify any potential conflicts of interest with NLCC or stakeholders listed in Section **Error! Reference source not found.: Error! Reference source not found.** of this RFP by any organization proposed to participate in this project.

g) Relationships with the State

1. The bidder should describe any dealings with the State over the previous three (3) 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.

h) Bidder's Employee Relations to the State

1. If any Party named in the bidder's proposal response is or was an employee of the State within the past three (3) 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.
2. If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

i) Financial Solvency and Insurance Information

1. Provide proof of liability insurance and workers compensation coverage.
2. 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.
3. 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.
4. 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.
5. The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

iii. 4.C. Bidder Experience

a) Experience Providing Similar Services

Describe the Bidder's experience providing similar services as detailed in this RFP. This section should include the following information:

1. The total number of years of experience serving the public sector and the size of these projects
2. A brief summary of the Bidder's experience with the service/product or functional area
3. Identification of the Bidder's significant differentiators – how does your company stand out from the competition
4. Indicate how compliance with the minimum qualifications (identified in Section I.Q - EVALUATION OF PROPOSALS) of this RFP are addressed in this proposal.

e. Section 5 Product Overview

i. 5.A. Product Overview

Complete Table 8 to provide a high-level overview of all in-scope products and components to be provided. Bidder should also clearly identify any component that is not included in this solution that NLCC would need to procure separately.

1. Additionally, the Bidder must identify any unique aspects of the solution components and overall functionality that differentiate it from other market offerings. Response to this section is limited to five (5) pages (excluding responses to requirements in Appendix A: CAMP Functional Requirements)

2. Should Bidders have a knowledge management capability in their current solution or as part of their product portfolio, Bidders can optionally provide information about these capabilities and associated pricing for NLCC's future reference.
3. Should Bidders have a cannabis regulation capability in their current solution or as part of their product portfolio, Bidders can optionally provide information about these capabilities and associated pricing for NLCC's future reference.

If multiple vendors will be providing any system/service component item, identify each vendor separately. Vendors of products licensed by the Bidder that are a significant part of the solution are to be included, even if those vendors are not actively participating in the project. Add additional lines as needed.

Table 8. Bidder Services Overview

Vendor	Product / Service Provided

f. Section 6 Functional Solution

i. 6.A. Modules

Provide an overview of the modules recommended for NLCC to support its functional needs.

ii. 6.B. Unique Capabilities

In addition to completing the Appendix A: CAMP Functional Requirements, the Bidder should provide a narrative overview that: (1) demonstrates an understanding of NLCC's needs, and (2) describes how the proposed solution will meet functional requirements for the four areas identified as particularly unique to NLCC in Section V.C.2.b.iii.a)2) - Unique NLCC Business Capabilities to be Supported above.

1. License Holder Reporting and Verification
2. Alcohol Brand Registration
3. Mandated Training, Monitoring and Tracking
4. Local Jurisdiction Review of Applications and Release of Renewals

Bidders should also indicate the ability to utilize NEGIS as a repository, specifically related to the GIS layers outlined in Section V.C.2.b.iv.d) - GIS above).

Bidders should provide any relevant examples of similar solutions provided to other clients. Screenshots or mock-ups of proposed features are encouraged.

iii. 6.C. Appendix A: CAMP Functional Requirements

Complete and submit Appendix A: CAMP Functional Requirements according to the instructions provided in the matrix.

g. Section 7 Technical Solution

Provide an overview of all the technology components (software and hardware) that are included in the response, including a high-level architecture overview. Clearly identify any components (software and hardware) that are not included and must be procured by NLCC separately.

i. 7.A. Conceptual Architecture

Provide a high-level conceptual design diagram that articulates the Bidder’s vision for the new solution that is easy to understand. The diagram should provide an overview of the proposed solution components including but not limited to applications, integration, data repository(s), and analytics tool(s). If appropriate, the diagram can also demonstrate how the new solution will expand and evolve over time to meet NLCC’s needs.

ii. 7.B. System Architecture

Describe the overall system architecture of the proposed solution. This should include information about the underlying platform and software on which the core components are built and supported, and how it will support security considerations.

Describe the benefits of this architecture for NLCC, as well as any constraints or risks that will need to be addressed to ensure the success of the architectural approach.

This section should also include the following information:

1. Product Solution and Software Development Tools and
2. Languages
3. Database Type and Structure
4. Proposed Third Party Software Components (if applicable)
5. Proposed Middleware and Frameworks
6. Identification of all supported technology platforms (including supporter version numbers) using the Table 9

Table 9. Support Technology Platforms

Technology	Platforms (including version numbers)
Server Operating Systems	<i>Bidder to provide information</i>
Desktop Operating Systems	<i>Bidder to provide information</i>
Databases	<i>Bidder to provide information</i>
Web Browsers	<i>Bidder to provide information</i>
Reporting	<i>Bidder to provide information</i>
Mobile Devices	<i>Bidder to provide information</i>
Mobile Operating Systems	<i>Bidder to provide information</i>

iii. 7.C. Security

Describe how information within the Bidder’s solution is secured.

This section should also include the following information:

1. Security Architecture
2. Security Level Management - role-based access, including data access rights by user roles and permissions, and the ability to configure a Global Administrator (e.g., system-wide capabilities)
3. Security Procedures and Protocols

iv. 7.D. Integration

Describe the level of interoperability between the different components of the solution and how that will be achieved, and any industry standards that will be followed, and the approach to testing the integration.

Describe Bidder's previous experience integrating with the systems described in Section V.C.2.b.ii.a) - Applications for Integration above. Describe the proposed solution's ability to integrate with a Knowledge Management System, as well as any experience the Bidder has integrating with a Knowledge Management System.

v. 7.E. Data Conversion and Migration

Describe the strategy and level of involvement for migrating data from the legacy system into the proposed solution.

This section should also include the following information:

1. Description of the methodology to be used in developing migration specifications and the identification of any potential issues
2. Description of any constraints and risks associated with data migration for this project and how the Bidder will address these to ensure a successful migration
3. Technology and tools to be used
4. Roles and responsibilities of Bidder vs. NLCC
5. Any iterative data migration proposed, including proposed number of mock runs for data migration
6. Bidder should describe anticipated work sessions with NLCC staff to validate and test the migration
7. Describe Bidder's experience migrating data from mainframe sources, including identifying any proposed staff that has experience in this area.

vi. 7.F. Reporting

Describe the reporting solution to support NLCC reporting requirements, data analysis, and business intelligence.

This section should also include the following information:

1. Design approach and methodology for reporting and analysis
2. Development approach and methodology for reporting and analysis
3. Relevant technology, tools, and capabilities of proposed solution
4. Methodology for estimating level of effort for reports of low, medium and high complexity and how that will inform project implementation planning decisions
5. Ability to support ad-hoc reporting and for non-technical personnel to easily create reports as needed
6. Ability to make public data available through the online portal for searching

vii. 7.G. Hosting

Describe the proposed hosting environment, including experience hosting other customers in that environment.

The Bidder must propose a Cloud (Hosted / Software-as-a-Service) deployment model. The Bidder is required to partner with the necessary suppliers as part of this RFP to support the Cloud deployment model. Similarly, the Bidder shall clearly identify all of the recommended hardware and software requirements, including hardware sizing and software versions. The Bidder's proposal must provide information that can be used by NLCC to evaluate the Bidder's knowledge of and intended approach to provide Hosting services. This information must include, but is not limited to the following:

1. Describe the method for continuous monitoring and management to optimize performance and system availability.
2. Describe how the bidder defines and calculates system and support availability.
3. The system availability requirement is to achieve 99.9% (or higher) availability. Include information on uptime validation and system restores.
4. Based on experience with hosted systems for regulatory agencies similar to NLCC, propose a range of severity levels and commensurate response times related to performance issues, incidents and loss of service.
5. Describe the options available for NLCC to monitor uptime of the system.
6. Describe physical and data security practices for hosted systems and data.

7. Based on experience, describe recommended schedules for regular back-up of standard file systems including but not limited to:
8. Weekly full back-ups
9. Daily incremental back-ups
10. Off-site storage
11. Describe redundancy strategy and restoral procedures, including process to transfer to secondary location.
12. Describe communication and escalation procedures related to incident identification and resolution.
13. Describe the approach to applications management in areas including, but not limited to:
 - I. Service package management
 - II. Application server management
 - III. Monitoring and reporting on application processes
14. Provide information on frequency of upgrades and point releases and the process by which they are tested and rolled out with no, or minimal, disruption to the client.
15. Describe the process for upgrading your system software (e.g., annual upgrades, etc.).
16. Describe each of bidder's change management, upgrade and patch management policies.
17. Describe bidder's identity management and help desk procedures for authenticating callers and resetting access controls, as well as establishing and deleting accounts (if that is part of its service).
18. Describe how bidder solution allows NLCC to export data in an open format (e.g., XML, Text, CSV, etc.).
19. Describe intrusion detection and prevention capabilities and approaches.
20. Describe procedures for installing security patches for all applications.
21. Describe how bidder systematically enforces access controls.
22. Describe how Agency's data is separated and maintained as separate from other customers' data.
23. Describe how confidential Agency data will be hosted internally.
24. Describe bidder's ability to prevent, identify and report on unauthorized releases of Agency data.
25. Describe how bidder implements virus protection and ensures all communication between the hosted environment and NLCC is virus free, including files uploaded by customers.
26. Describe the network design, including all protocols, port requirements and transports between the hosted environment and NLCC.
27. If any of the Agency-located clients are not HTTP(S) based, describe the network mechanisms between those clients and the hosted environment.
28. Bug fixes: bidder must provide a procedure for reporting, tracking, fixing, and user acceptance of bug fixes.
29. Describe the testing environments where users or administrators may test pre-release versions of new software to ascertain which features may be valuable to share with their users, or to understand what training might be needed.
30. Describe NLCC's options for choosing when to implement a new version.
31. Bidder must demonstrate or show proof of comparable controls and processes needed to meet FedRAMP certified requirements as well as comply with State Security Requirements.
32. Describe security provisions for the data, network, and applications; and
33. Describe disaster recovery and network monitoring.

viii. 7.H. Appendix B: CAMP Technical Requirements

Complete the technical requirement tab provided in Appendix B: CAMP Technical Requirements according to the instructions provided in the workbook.

h. Section 8 Implementation Approach and Understanding

i. 8.A. Schedule and Work Plan

Provide an implementation schedule and high-level work plan to meet the requirements and deliverables of this RFP. The schedule should identify an overall timeline, with key start dates and end dates for major project milestones, including any phased deployments proposed that correspond to the section below: V.C.3.viii.e) Implementation Approach / Deployment Strategy.

Contents should include elaboration of, and details related to, the following:

1. Method used to estimate the project level of effort and schedule. Include tools and techniques used to obtain the estimates. Identify the source or basis of the estimates used to develop the Bidder's response and the level of uncertainty and risk associated with the estimates;
2. Bidder must submit an implementation schedule and high-level work plan to meet the requirements and deliverables of this solicitation;
3. The schedule should identify an overall timeline, with key start dates and end dates for major project milestones, including any phased deployments proposed that correspond to the Deployment Plan identified in the response Table 12 Minimum List of Deliverables below; and,
4. The work plan must provide tasks, durations, key deliverables, and key milestones that correspond to the project schedule, deployment approach proposed, and deliverables proposed, as detailed in other sections of the RFP.

Key Schedule / Work Plan considerations:

1. Provide an integrated, milestone-level and detailed (level 2 Work Breakdown Structure (WBS) minimum) work plan, including Gantt chart of the Proposed Project Schedule that includes all services requested in this RFP;
2. Schedule milestones should correspond with the deliverables required in this RFP
3. Bidder must include reasonable and incremental review periods for Deliverable Expectations Document (DED) (see Section V.C.3.ix.a) - 9A Deliverable Format below for more information) and deliverables that allow sufficient time for both NLCC review and Bidder to update deliverables based on NLCC review feedback; and
4. Bidder must clearly plan for and indicate slack/contingency in the project schedule to account for potential delays or issues. Overly aggressive or unrealistic schedules are not acceptable.

ii. 8.B. Staffing Requirements

a) 8.B.1. Key Implementation Services Team Members

Provide a summary of all proposed key personnel. The Bidder will be responsible for providing all staff persons required to design, develop, and implement the new solution, and must possess the relevant background and experience to undertake this effort.

Provide the names, titles, locations, and brief background/biography summaries for personnel that NLCC would work with throughout the course of the implementation and post-implementation periods. Bidder shall name the following in their proposal:

- I. Senior Executive — Responsible for executive oversight with NLCC; has P&L responsibility for the product and services being offered.
- II. Account Executive — Responsible for managing entire relationship with NLCC.
- III. Project Manager – Responsible for leading the project team, will be the primary interface with NLCC project manager, and is responsible for day-to-day management of the project, including overall performance and contract compliance.
- IV. Solution Architect — Responsible for ensuring the solution integrates with all applicable modules (Software Vendor modules as well as required third-party or legacy components), that overall security and data architectures are following best practices and that technical performance is stable and scalable.
- V. Technical Architect — Responsible for technical aspects of the implementation and system architecture development, and to provide direct access to product release or development issues and opportunities.
- VI. Functional Lead – Responsible for managing all functional aspects of the implementation such as the analysis, design, configuration, and associated testing activities.
- VII. Service Manager — Responsible for all post-implementation service support, including release/patch management, call center/trouble ticket processes, escalation processes, and access to required support personnel as needed.

Provide a staffing plan for Key Implementation Services Team Members for NLCC review and approval. Note: Key personnel are expected to lead key portions of the presentations and vendor finalist activities.

Provide a staffing plan detailing the number of personnel, level, roles and responsibilities, and team reporting relationships. The staffing plan should include elaboration of, and details related to, the following:

- VIII. Organization chart/ diagram showing the proposed project team positions and reporting relationships.
- IX. Staff/ resource loaded chart for each major phase and each major work stream of the proposed plan and percent allocation.

- X. The chart should delineate between Bidder and NLCC staff and should reflect the estimated staff count by project phase, staff level and role for both teams.
- XI. Governance structure for Prime and Subcontractor Relationship, if applicable
- XII. Proposed governance structure for Bidder and NLCC team
- XIII. Approach for integration and interaction with NLCC project team, including estimated percentage of time to be onsite. If percentage of onsite time will fluctuate based on phase or types of activity taking place, Bidder should identify how percentage of onsite time may be affected. Please also describe any company COVID-19 travel restrictions that may impact onsite presence.

Using the tables below as templates, Bidder should provide an overview of the experience of proposed Key Implementation Services Team Members and résumés.

b) 8.B.2. Key Implementation Services Team Member Experience

Provide an overview of the experience of each Key Implementation Services Team Members identified in Table 10 below (repeat the table below for each key team member):

- I. Key Implementation Services Team Members include the Project Manager, Project Executive, Project Manager, Solution Architect, Technical Architect, Functional Lead, and Service Manager.

Bidder may insert additional tables to identify other roles that the Bidder considers to be a Key Implementation Services Team Member.

Table 10. Key Implementation Services Team Member Experience

Information Requested	Response
Team Member Name	
Team Member Role	
Team Member Years of Experience in Role	
Summary Qualifications and Experience of Team Member	
Team Member Professional Certification(s)	

c) 8.B.3. Key Implementation Services Team Member Resumes

The Bidder should provide resumes for all personnel proposed by the Bidder to work on the project, including all Key Implementation Services Team Members. NLCC will consider the resumes as a key indicator of the Bidder's understanding of the skill mixes required to carry out the requirements of the solicitation in addition to assessing the experience of specific individuals. Resumes should not be longer than three (3) pages.

Resumes should include, at a minimum, academic background and degrees, professional certifications that may be relevant to the delivery of the services requested in this RFP, 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 NLCC.

iii. 8.C. Bidder References

Using the Table 11 Corporate Reference Template below, provide references for three (3) projects completed within the last five (5) years that showcase the Bidder's experience in defining, developing, and deploying a solution similar to NLCC's business and technical requirements as described in this RFP and the scope and complexity of the CAMP initiative.

Identify roles on any included reference projects that were performed by Key Implementation Services Team Member Experience (as listed in Table 10: Key Implementation Services Team Member Experience) proposed for the implementation. In describing the reference projects, the Bidder must refer to the Bidder's experience as well as applicable involvement of any subcontractors. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the contractors.

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
4. Total percentage of subcontractor(s) performance hours.

References where the Bidder has previously worked with the identified partner or subcontractor should be noted and are preferred. Additionally, provide a description of how the corporate relationship with your proposed partners or subcontractors has contributed to the success of past projects.

Table 11. Corporate Reference Template

Information Requested	Response
Reference Organization Name	
Reference Organization Primary Function	
Reference Contact Name and Title	
Reference Contact Telephone Number	
Reference Contact Email Address	
Project Name	
Number of Users Involved	
Contract Size (approximate total cost)	
Project Start Date	
Project End Date (Planned, Actual)	
Narrative Description of the Solution Implemented / Scope of Services Provided	
Implementation Challenges and How Bidder Addressed these Challenges	
Bidder's Project Manager	
Bidder's proposed Key Implementation Services Team Members and their roles on this project, including subcontractors / partners	
Indicate whether a proposed subcontractor or partner was part of this project and how you worked together successfully	
Indicate whether the work was performed as the prime contractor or as a subcontractor.	

iv. 8.D. Project Management Approach

Describe the approach to overall project management and integration of all activities required by the RFP. This section must include:

1. Project Management Methodology (and compliance with Project Management Institute (PMI) standards);
2. Communications Management Approach;
3. Issue Resolution Methodology; and
4. Risk Management Methodology.

Identify key implementation risks and risk mitigation strategies of the solution based on Bidder experience.

Provide a sample risk register that will be used throughout project implementation to identify, monitor and control risks and issues.

Describe quality management approach and methodology.

Describe Configuration Management Methodology.

Describe Change Control Methodology.

v. 8.E. Implementation Approach / Deployment Strategy

The Bidder should demonstrate a clear understanding of the project and clarify concisely any major issues or concerns. This section should include a narrative overview of how the proposed solution will be implemented to optimally meet and/or exceed NLCC's requirements. Bidder's approach should demonstrate Bidder's experience, expertise, and ability to plan and complete all work required under a contract arising from this RFP.

Provide the following information:

1. A narrative that identifies the implementation lifecycle approach that the Bidder will apply to the project (appropriate to the scope, magnitude, and complexity of the solution).
2. Confirm whether the development approach will be Iterative Waterfall, Agile, or other hybrid, and detail each stage of development and major activities.
3. A well-articulated and concise narrative for each phase or work stream that fully describes Bidder's methods, tools, accelerators, and frameworks associated with the Bidder's proposed approach to fulfill the roles and responsibilities described.
4. Describe how the Bidder proposes to execute a phased approach with NLCC's project teams to seamlessly transition to the new solution and processes with minimal business disruption.
5. Describe how the Bidder proposes to continue to implement subsequent phases while simultaneously providing the necessary support and maintenance for sprints that are already in/have just gone into production.

vi. 8.F. Design and Development Strategy

Describe the proposed requirements analysis and design approach for the implementation. This information should include the Bidder's approach to meeting the following activities.

This section should include the following information:

Requirements Analysis Approach:

1. Review of current-state artifacts, such as existing forms, screens, and reports to ensure accurate inputs and outputs are accounted for in the design of the Solution.
2. Approach to conducting joint application design sessions with NLCC and other stakeholders, any prototyping that will occur, and how stakeholders will be exposed early on and throughout the design / development process to how the system will look and function.
3. Approach to documenting conceptual design-level requirements. If the Bidder intends to propose an Agile approach or similar implementation methodology that does not rely on formal design documentation, Bidder should provide examples of how design requirements are managed (e.g., user stories or backlog).
4. Approach to validating and finalizing design specifications as a prerequisite to the Execute Phase, or if proposing an Agile approach or similar, describe how the design/ prototyping/sprint process shall work.

Development Approach:

5. Describe configuration methodology and approach to configuration.
6. Describe any development approaches and tools used to script, code, or otherwise "develop" the solution (outside of configuration) that may be necessary to meet NLCC's requirements.
7. Describe any major components of the solution that may require customization of the proposed base product.

Configuration Management:

8. Describe the configuration management process and any actions that will be required of the NLCC staff. Identify any specific skills that would be needed by those staff performing configuration changes.
9. Describe the tools, environment, and infrastructure required for the execution of configuration management activities to be completed by NLCC

10. Describe the methods for conducting configuration audits and reviews to be held during the project.
11. Describe the methods for configuration release management controls between environments.

vii. 8.G. Test Strategy

Define the approach and methodology to testing in order to accomplish the required activities and objectives.

This section should include the following information:

Testing Methodology

1. Describe the approach and ability to test and validate the functionality of the implemented solution against the documented requirements and use cases. This section should address:
 2. Unit Testing (including providing unit test results to NLCC)
 3. System Testing
 4. Performance and Reliability Testing (including stress testing)
 5. Functional and User Acceptance Testing
 6. Regression Testing
 7. Data Conversion Testing (including testing converted data as part of system testing and UAT)
 8. Test Plans
 9. Test Scripts (including approach to test script development and requirements traceability to ensure end-to-end and comprehensive testing of entire solution prior to Go Live)
10. Issue Management and Resolution (to include Bidder definition of a “defect” and an “enhancement”)
11. Describe and outline the entrance and exit criteria for each test phase (e.g., Development/Unit Test, System Test, UAT, Performance Test, etc.).
12. Describe the role(s) Bidder expects NLCC or other stakeholders to perform during each test phase. In this description, Bidders should clearly identify the activities NLCC or other stakeholders will be responsible for performing and avoid generic terms, such as “jointly” and “collaborate.”

Training

13. Describe the anticipated trainings and work sessions with project stakeholders to test the solution.

viii. 8.H. Organization Change Management

For IT projects that highly depend on rapid user adoption for success, as the new system will, organizational change management practices should be embedded in the project life cycle. Failure to do so will delay project adoption, impede the realization of benefits, and diminish success.

1. Provide an overview of the Bidder’s organizational change management philosophy.
2. Provide an overview of how the Bidder will support Organizational Change Management activities conducted by NLCC.

ix. 8.I. Training and Knowledge Transfer

This section should also include the following information:

1. Identify the types of training proposed, such as
 - i. Initial Product Training
 - ii. End User Training and Train the Trainer Training
 - iii. Configuration Training sessions
2. Describe the types of documentation that the bidder has that can be leveraged for training and knowledge transfer activities. The bidder should include pricing for the development of training documentation customized to NLCC’s needs on the Cost Proposal.
3. For pricing purposes, bidder should assume that it will be responsible for direct training of all NLCC and partner agency end users. This includes 20 NLCC staff and 30 users from external agencies (Department of Agriculture, Office of the Attorney General, Nebraska State Patrol, etc.).
4. Describe any constraints and risks that can be a barrier to the success of the training effort, along with the actions that can be taken to address these constraints and risks.

x. 8.J. Production Transition and Hosting & Production

Provide the following information that NLCC can use to evaluate the Bidder's knowledge of, and intended approach to, provide production support and transition services.

This section should also include the following information:

Production Support and Transition Approach

1. Describe the Production Release approach for production cutover and activities required to begin production use of the new Solution. The approach must include the following, at a minimum:
 - i. Key activities
 - ii. Critical success factors
 - iii. Roles and responsibilities (for both the Bidder and NLCC)
 - iv. Acceptance criteria
2. List and describe documentation that will be provided, including the formats in which the documentation will be made available. Additionally, describe how the Bidder plans to provide ongoing updates to documentation throughout the life of the contract to ensure relevance of the documentation following implementation and system upgrades.
3. Describe how as-built documents will be updated over time.
4. Describe the approach to provide ongoing training for users as the new Solution is updated and new users are onboarded.
5. Describe the transition approach and methodology proposed, including how the bidder will manage working software in production while also continuing to develop new technology for future deployment.
6. Describe the production services to be provided to NLCC for the provision of services. Describe system monitoring capabilities and how performance will be measured and tracked against service levels, including how real-time deviations are communicated to NLCC. Bidder must describe root cause analysis approach and how corrective / preventative measures are taken. Provide sample reports related to service level management.
7. Describe the bidder's overall release and deployment management approach for minor and major application releases and how NLCC's input as to the overall product roadmap is incorporated.
8. Describe bidder's approach for maintaining technical currency and anticipated major releases for the next one-two years and how those releases will impact the implementation.

Maintenance & Operations and Support

9. Describe the approach and methodology to application management, technical support, system enhancements, and other related support activities.

Patch/Upgrade Support

10. Clearly and succinctly describe relevant patch and upgrade support services and service levels to ensure that a high-quality release management strategy can be executed during and after implementation. Also provide patch/upgrade support service cost and rate information in the Cost Proposal.
11. Describe release strategy and typical schedule (e.g., quarterly, annually) with respect to patches, point upgrades, and major release upgrades. As part of this response, describe your position on version compliance to maintain/support and options clients may have to defer patches/upgrades.
12. Describe what tools and documentation are provided to facilitate a high-quality patch or upgrade effort.
13. Describe any differences in patch/upgrade support options and services for client hosted vs. single tenant SaaS vs. multi-tenant SaaS support vs. any other models offered.
14. Describe any continuous improvement efforts underway or planned to improve the quality of patch/upgrade support services.

Enhancements

15. Describe the management approach to application enhancements, such as assessment of change impact, estimation of required effort to implement the change, and change approval requirements.
16. Describe the technical approach to enhancements, such as configuration management, documentation requirements, integration testing, regression testing, acceptance testing, and deployment.
17. Describe approach to process future enhancement requests, including methodology for pricing (e.g., function point analysis) and future available resources to fulfil enhancement requests.

Call Center/Problem Ticket Support

18. Provide information regarding Bidder call center and problem ticket support services and service levels to ensure responsive, reliable, and knowledgeable support is provided during and after implementation.
19. Describe the size and structure of call center services team and the hours of operation.
20. Describe any support tools or techniques used to more quickly diagnose and resolve critical or escalated problems. The escalation process should also be described.
21. Describe any differences in call center support for client hosted vs. single tenant SaaS vs. multi-tenant SaaS support vs. any other models offered.
22. Describe any continuous improvement efforts underway or planned to improve the quality of call center support services.
23. Describe the availability of an online knowledge base that can be accessed directly by end-users and technical staff to obtain answers to frequently asked questions or perform research on symptoms to identify resolutions to known issues. Additionally, describe any interactive services (e.g., online chat) that will be available to system users.
24. Describe any continuous improvement efforts underway or planned to improve the quality of user group collaboration.

i. Section 9 Deliverables

Provide the proposed approach to meet the following deliverable requirements for the implementation. At a minimum, bidders should address the following components identified in the below subsections

i. 9.A. Deliverable Format

The bidder should outline in their response their approach to develop Project Deliverables in the form and format agreed to by NLCC

Identify the approach to using a Deliverables Expectations Document (DED). Bidders should address the following when describing their approach to DED development:

1. No work will be performed on any deliverable associated with a payment milestone until the DED has been approved in writing by NLCC.
2. Bidders are expected to include realistic timeframes for NLCC to review the DED that correspond with the appropriate dependencies for deliverable development activities in the project schedule.
3. The objective of the DED is to ensure that deliverables meet or exceed the contractual obligations and expectations and deliver the expected outcomes. In order to accomplish this objective, the DED must contain enough information to provide an accurate representation of the planned format and content of the deliverable. At a minimum, DED's must contain the following components:
 - i. Sample Table of Contents of the deliverable
 - ii. Short description of all sections and sub-sections planned to be included in the deliverable
 - iii. Samples of any diagrams or reports planned to be included as part of the deliverable
 - iv. Clear indication of how the deliverable will meet and/or exceed the deliverable requirements as defined in the RFP.
4. The bidder must make all deliverables available electronically in software versions that are PC compatible with the software being utilized at NLCC (e.g., Microsoft Word, Project, PDF, PowerPoint, Windows operating system, etc.).

ii. 9.B. Mandatory Deliverables

Table 12 provides a listing of deliverables that should be provided at a minimum as part of the CAMP implementation. As part of the Bidder's response, Bidder should submit a (1) a deliverables list similar to the table below and (2) a detailed description of how the Bidder will meet each of the deliverables proposed similar to the table below.

It should be clear which deliverables are associated with which project phase (i.e., Project Preparation, Analysis, Design, Development, etc.). If Bidder is proposing a phased implementation, bidder must clearly indicate which deliverables occur in which phase(s).

Include, at a minimum, the criteria of each deliverable described below. However, Bidders are encouraged to provide a response that elaborates on each deliverable and detail how it coincides with their overall solution response. Acceptance criteria is required for each proposed deliverable.

The Bidder may add additional deliverables to the list provided below in alignment with its proposed methodology and work plan, but shall not modify existing deliverable names, split apart any deliverables, or otherwise modify

the requirements of the named deliverables. Any additional deliverables added by the Bidder shall be clearly identified in the response.

Table 12. Minimum List of Deliverables

#	Deliverable Name	Major Components
Milestone 0 – Project Monitoring and Status Reporting		
A	Project Status Reporting	<p>Project status will be tracked and reported on an ongoing basis. Regularly scheduled status meetings between NLCC Project Management Team and the Contractor Project Manager will be held to discuss project progress, issues, resolutions, and next steps. Additionally, the Contractor will support any other status-related meetings as needed, such as presenting to the Executive Steering Committee.</p> <p>The following standard reporting mechanisms will be used:</p> <ul style="list-style-type: none"> • Status Reports • Issue List • Risk Log • Project Library <p>The format of the status report shall be agreed to by NLCC and the Contractor at the beginning of the project, must include but is not limited to:</p> <ul style="list-style-type: none"> • Project Progress by Deliverable (% complete, related activity, due dates, submission dates, review cycle metrics, etc.) • Completed and Upcoming Activities • Issue and Risk Reporting; Mitigation Strategies • Schedule Update (including a graphical summary of tracking baseline schedule dates to actual dates) • Key Decisions • 4-6 Week Calendar that illustrates upcoming key meetings and Agency Staff commitments that will allow Agency Staff to forecast upcoming resource needs for the project • Budget Update <p>The Project Library should be developed and maintained by the Contractor and should be used to store, organize, track, control and disseminate all information and items related to the solution implementation.</p>
B	Meeting Minutes	<p>The Contractor should be responsible for capturing a record of key meetings and the important takeaways from the discussion. The meeting minutes are not intended to be a transcript of every discussion topic, nor may meeting minutes be required for every meeting. However, the meeting minutes shall be used to preserve a record of the following, to use as a quick reference or to be distributed:</p> <ul style="list-style-type: none"> • Attendees • Key strategic decisions • Action items • Any issues or risks identified

#	Deliverable Name	Major Components
		<p>While the Contractor may employ the use of online meeting technology tools to record the meeting in real time, this should not be a substitution for the documentation of meeting minutes.</p> <p>Additional Meeting Requirements:</p> <ul style="list-style-type: none"> • The Contractor and Agency Project Manager shall determine which meetings are considered to be “key” meetings for which meeting minutes are required. • The Contractor should notify NLCC Project Manager (or designee) at least 48 hours in advance of any meeting that requires attendance by Agency staff or other stakeholder participation, but one week notice is preferred. • The Contractor is required to provide an online meeting tool that allows Agency staff and stakeholder to attend any meeting remotely, as needed • The Contractor shall be responsible for scheduling and sending out meeting invitations unless otherwise requested by NLCC
Milestone 1 – Project Initiation and Planning		
1	Project Kickoff Presentation	<p>This deliverable is a presentation to familiarize project team members and stakeholders with the project. It should be provided in Microsoft PowerPoint format.</p> <p>The presentation should include at a minimum, but not limited to the following topics:</p> <ul style="list-style-type: none"> • Project Overview • Project Schedule (high level) • Objectives and Definitions • Process • Artifacts • Roles and Responsibilities • Introduction to Contractor Staff • Keys to Success • Next Steps and Upcoming Activities • Questions and Answers (Q&A)
2	Project Schedule	<p>The Contractor must deliver a master work plan including a detailed Work Breakdown Structure (WBS) and associated Gantt charts in Microsoft Project. The master work plan must reflect any changes from the plan submitted with the Contractor’s original proposal that were discussed and agreed to during the project initiation meeting. The Project Work Plan must include a WBS that meets the project’s overall objectives by describing the project tasks and deliverables.</p> <p>The WBS should include:</p> <ul style="list-style-type: none"> • A consolidated view of the activities, activity descriptions, and activity durations assigned to NLCC, the bidder, and any other stakeholders. • Resources assigned to each activity, including both Agency and bidder resources. • Logical dependencies within and across work streams and deliverables • Calculation and identification of the Critical Path.

#	Deliverable Name	Major Components
		<ul style="list-style-type: none"> • A list of deliverables tied to project milestones. • A way to track the project schedule against the planned schedule. • Schedule shall include “break” periods between major project milestones where there are no activities scheduled to allow the team to prepare for the next project milestone. • Identification of the critical path for the Project Work Plan to allow the determination of impacts of any schedule slippage. • Deliverable approval periods including realistic timeframes for Agency review of DED’s and subsequent deliverables. Particularly complex deliverables should have longer review timeframes than simpler deliverables. • Deliverables that include configuration or development should have a demonstration component as part of its acceptance criteria, and should be incorporated into the schedule accordingly. • Contingency (e.g., “slack”) time should be clearly identified in the project schedule. <p>The Project Work Plan should be maintained throughout the life of the project and will be updated as necessary (weekly at a minimum) to reflect the accurate status of the project. All changes to the schedule shall be approved by NLCC prior to acceptance of an updated project schedule.</p>
3	Project Management Plan	<p>The Project Management Plan should include the following:</p> <ul style="list-style-type: none"> • Communication Plan - Details the varying levels and needs of the project’s stakeholders for information regarding the project, status, accomplishments, impact on stakeholders, etc. Defines the communication vehicles, target stakeholders, and the scope and frequency of the project’s communications vehicles. • Schedule Management Plan – Defines how the project schedule will be monitored for variances, what types of corrective actions will be taken to address schedule variances during the life of the project, and the process, roles, and responsibilities involved in making changes to the project schedule. • Issue and Risk Management Plan – Documents a disciplined approach for the continual assessment of risks, tracking of risk status, and mitigation strategies. It shall include: <ul style="list-style-type: none"> ○ Baseline risk assessment within one month of project initiation ○ Integration with NLCC governance processes, including weekly status reporting ○ Process to Identify and manage risks and issues ○ Process to Identify the severity, quantify the potential impact and probability, of each identified risk and issue ○ Process for supporting the development of risk mitigation plans for each identified risk including a description of work products and processes for assessing and controlling risks ○ Guidance and process for assessing the efficacy of risk mitigation actions ○ Escalation mechanisms for risks and issues

#	Deliverable Name	Major Components
		<ul style="list-style-type: none"> • Change Control Plan • Change Request Management Plan - Documents how to manage the process to review, accept, and reject change requests. • Scope Management Plan - Documents the project vision and goals, items that are in-scope and out-of-scope and their prioritization, dependencies between the scope items, and risks associated with the inclusion and removal of items from scope. The plan also defines the process used to modify project scope. • Quality Management Plan – Outlines quality assurance responsibilities, deliverable review process, deliverable definitions and acceptance criteria, and regularly scheduled reviews of key project phases and milestones. • Requirements Analysis & Management Plan – Details approach to the method of capturing and maintaining requirements traceability throughout the development process. This plan must detail the methods, tools, and technologies used to capture, catalog, and manage System requirements, and building upon and maintaining the Use Cases and functional and non-functional requirements.
Milestone 2 – Analysis		
4	Requirements Analysis Document	<ul style="list-style-type: none"> • Validated Appendix A: CAMP Functional Requirements <ul style="list-style-type: none"> ○ The Contractor shall conduct working sessions to review Appendix A: CAMP Functional Requirements and responses and validate each requirement and provide an updated matrix. • Validated Appendix B: CAMP Technical Requirements <ul style="list-style-type: none"> ○ The Contractor shall conduct working sessions to review Appendix B: CAMP Technical Requirements and responses and validate each requirement and provide an updated matrix. • Validated Appendix D: CAMP User Stories <ul style="list-style-type: none"> ○ The Contractor shall conduct working sessions to review Appendix D: CAMP User Stories and validate each user story and provide any updated user stories. <p>It is critical for the Contractor and NLCC to have a common understanding of the functional and technical requirements, and use cases, prior to entering the Design Stage to ensure the solution meets NLCCs expectations and vision for the new solution.</p>
5	Solution Implementation Plan	<ul style="list-style-type: none"> • System Design Plan – Details the Contractor’s approach to System design throughout application design, interface design, and conversion design <ul style="list-style-type: none"> ○ This plan must ensure that the System conforms to defined standards for System design and Systems architecture. This plan must ensure the completeness and level of detail in design specifications. ○ Shall detail the approach to gathering design-level requirements and developing the design documentation. ○ Shall address plans for prototyping sessions.

#	Deliverable Name	Major Components
		<ul style="list-style-type: none"> • System Development Plan – Details approach to system development and ensures the necessary tools and technologies are in place for development. This shall address: <ul style="list-style-type: none"> ○ Development methodology selected ○ Configuration management processes, including the use of any industry standard automated configuration management and version control tools. ○ Software development standards and development change control processes ○ Method for maintaining requirements traceability throughout the development process ○ Security Plan ○ Disaster Recovery & Business Continuity Plan ○ Environment Management Plan ○ Capacity Plan ○ Infrastructure Services Plan • System Test Plan <ul style="list-style-type: none"> ○ Software testing strategy, methodology processes, standards and guidelines for all software testing to include unit testing, system testing, support of user acceptance testing, data conversion testing, regression testing, and performance testing. ○ Identify exit and entry criteria for each phase. ○ Templates and standards for all testing artifacts and deliverables shall be provided, including example test cases. ○ Identify the approach to establish traceability from requirements to test cases. • System Training Plan <ul style="list-style-type: none"> ○ Plan to conduct core team administrative training, end user training, as well as approach to developing training materials. ○ Deliverable will include templates and samples of training materials to be provided.
Milestone 3 – System Design		
6	System Architecture Document	<ul style="list-style-type: none"> • Describes the Proposed Architectural Solution that will enable and support the solution, including detailed information on: <ul style="list-style-type: none"> ○ Proposed Hardware and Operation System Platform ○ Software Development Tools and Languages ○ Database Type and Structure ○ Software Products (COTS) ○ Proposed Software Components ○ Proposed Network Infrastructure ○ Proposed Application Architecture
7	Functional Design Document	<ul style="list-style-type: none"> • Activity: Conduct requirements gathering <ul style="list-style-type: none"> ○ Review current state artifacts, including existing system screens and forms ○ Conduct crosswalk of functional requirements against replacement legacy systems to identify any existing gaps in requirements that necessitate initiation of the change control process ○ Conduct onsite interviews to gather system design requirements

#	Deliverable Name	Major Components
		<ul style="list-style-type: none"> ● Define design-level requirements in a manner that easily illustrates what shall be designed and configured in the new solution that is easily comprehended by non-IT staff: <ul style="list-style-type: none"> ○ System workflow diagrams and process flows ○ Define business rules ○ Define user profiles and security role permissions ○ Define data entry fields and validation rules ○ Screen and forms mockups that demonstrate what will be configured in the system
8	Requirements Traceability Matrix (Optional)	<ul style="list-style-type: none"> ● <i>Optional:</i> Define design-level requirements traceable back to functional requirements traceability matrix in a manner that easily illustrates how functional requirements are satisfied through configuration, interface, and other design/development activities.
9	Technical Design Document	<ul style="list-style-type: none"> ● Reflects the final requirements for system configuration and operation based on outputs from design sessions conducted with NLCC. Should include: <ul style="list-style-type: none"> ○ Entity relationship diagrams ○ Data flow diagrams ○ Data dictionary ○ Processing controls ○ Installation and configuration processes ○ Data backup procedures ○ Security controls ○ Availability and resilience controls, such as load balancing, failover capabilities, and fault tolerance
10	Prototypes	<ul style="list-style-type: none"> ● Prototype Demonstrations <ul style="list-style-type: none"> ○ The Contractor should work with NLCC to identify a select number of complex and high-volume business processes to be prototyped. The prototypes shall be near-final simulations of how NLCC's requirements shall be implemented in the new system. This is intended to be a checkpoint to ensure that the Contractor's development approach is in line with NLCC's expectations. ● Prototype Completion Report <ul style="list-style-type: none"> ○ Successful demonstration of the prototype per approval by NLCC (demonstration of the prototype shall not warrant automatic acceptance; prototype should be considered near-final and reflective of design discussions to-date) ○ Feedback, outcomes and findings to be considered for the subsequent implementation efforts
11	Data Conversion Plan	<p>This plan should specify what and how data conversion (Legacy System to new solution) will function. This plan must include, but not be limited by the following:</p> <ul style="list-style-type: none"> ● Description of conversion Methodology (e.g., processes to extract data, processes to validate data, documentation of data) ● Number of mock runs that will be conducted ● Description of manual conversion processes that cannot be automated ● Milestones, targets ● How much history is converted out of the legacy system ● List of data to not convert

#	Deliverable Name	Major Components
		<ul style="list-style-type: none"> Manual data entry and error correction after conversion Plan for testing and validating converted data
12	Interface Specification Document	<p>This deliverable will contain the design specifications for all system interfaces interacting with the new solution.</p> <ul style="list-style-type: none"> Identify all interfaces between the new solution and each system/application Define service-based interface specifications including all input/output parameters and data types Mapping source and destination of each interface field (e.g., database table name/field) Interface requirements (e.g., expected behavior, business outcomes to be achieved) Mapping back to relevant functional and technical requirements to demonstrate compliance Interface workflow diagrams that illustrate user and system-to-system interactions, including alternate and exception paths
13	Online Portal Specification Document	<ul style="list-style-type: none"> Should provide the detailed design supporting the information architecture, content, and functionality for the Online Portal design, including but not limited to: <ul style="list-style-type: none"> Defined brand and accessibility standards Screen mockups User experience design Integrations (e.g., GIS)
14	Report Specification Document	<p>This deliverable will contain the design specifications for all reports to be produced by the system solution. This includes, but not limited to:</p> <ul style="list-style-type: none"> Data merged letters, correspondences, and forms Standardized and parameterized reports Ad-hoc query and reporting <p>The deliverable will include the following design specifications:</p> <ul style="list-style-type: none"> Mock report layouts <ul style="list-style-type: none"> Look and feel Sample data to show how data will be displayed Identify report fields and parameters (as applicable) Mapping database fields to report fields Identify all functional and non-functional reporting requirements satisfied by the reports Document required ad-hoc query and reporting functionality
Milestone 4 – System Development		
15	Data Mapping & Conversion	<ul style="list-style-type: none"> Execution of Data Mapping (Acceptance Criteria: final Data Mapping Document) Execution of Data Conversion (Acceptance Criteria: Data Conversion Report to indicate successful completion of data conversion)
16	System Configuration	<ul style="list-style-type: none"> Execution of system configuration and unit testing (Acceptance Criteria: Demonstration of final system configuration to NLCC and production of a system configuration report that can be referenced by NLCC to understand how the system is currently configured)

#	Deliverable Name	Major Components
17	Interface Development	<ul style="list-style-type: none"> • Execution of interface development and unit testing (Acceptance Criteria: Successful demonstrations of interfaces in the system testing environment)
18	Report Development	<ul style="list-style-type: none"> • Execution of report development and unit testing (Acceptance Criteria: Submittal of each report developed that is generated from the system with Agency data)
Milestone 5 – Testing & Readiness		
19	System Testing	<ul style="list-style-type: none"> • Development of System Test Cases • Execution of system testing, defect resolution, regression testing, performance testing (Acceptance Criteria: System test report that indicates system test has met agreed upon exit criteria)
20	User Acceptance Testing	<ul style="list-style-type: none"> • Support of User Acceptance Testing and related defect resolution (Acceptance Criteria: User Acceptance Testing report that indicates user acceptance test has met agreed upon exit criteria) • Support shall include: <ul style="list-style-type: none"> ○ Plan and set up test environment ○ Provide guidance on UAT approach ○ UAT Training for UAT Testers (system overview, defect reporting)
21	Training	<ul style="list-style-type: none"> • Execution of Core Team & IT Training • Execution of End User training or Train-the-Trainer training • Customized User Guides (optional)
Milestone 6 – Deployment		
22	Go-Live	<p>Should include:</p> <ul style="list-style-type: none"> • Deployment Plan (Rollout) – Detailed and thorough plan for deployment of the planned functionality (for each phase) <ul style="list-style-type: none"> ○ Contingency and rollback plan if deployment is unsuccessful ○ Plan for physical deployment of application components ○ Smoke test plan that includes steps to verify that deployed application is functioning correctly ○ Criteria for approving the production use of application ○ Anticipated downtime with user impact ○ Data Synchronization Steps ○ User and service desk communication plan ○ Final deployment approval steps ○ Duration of deployment activities and required resources • Activity: Go/No Go Decision • Activity: Go-Live • Activity: Onsite Go Live Support • Activity: Help Desk Training
23	System Support and Warranty	<ul style="list-style-type: none"> • Post Go-Live System Support and Warranty

iii. 9.C. Deliverable Reviews and Approvals

Deliverables prepared by Contractor shall be subject to the review and approval of NLCC project manager, and/or his or her designee. Contractor should be prepared to provide walkthroughs of deliverables in order to facilitate the Agency deliverable reviews. NLCC may review, approve, or require modification to Contractor's deliverables. There is no limit to the number of review cycles that may be required to resolve issues.

In addition to abiding by the review timelines outlined below in Table 13, NLCC requires a partnership with the Contractor and flexibility whereas if a submission of a large deliverable occurs during periods of high activity for NLCC or during holiday times deliverable review timeframes may be negotiated on a case-by-case basis to mitigate instances of staff unavailability.

The following table describes deliverable review timelines by the parties:

Table 13. Deliverable Review Timelines

Deliverable Size	Agency Review – Round 1	Bidder Response	Agency Comment Close-out Review
Less than 20 Pages	6 Days	2 Days	2 Days
Less than 50 Pages	8 Days	2 Days	2 Days
More than 50 Pages	12 Days	3 Days	5 Days

In the event Contractor submits more than one deliverable for review, the page counts of each deliverable will be added together to determine the number of days for review. Days for review will be NLCC's Business Days.

For selected deliverables, inflight and post submission deliverable review meetings will be held. The purpose of the meetings will be to collaboratively review deliverables, review comments and mitigations, and reach agreement on deliverable concepts and content. Deliverables review meetings will be called for at the discretion of the Contractor and Agency Project Manager. The number of deliverable review meetings will vary based on the complexity and collaboration requirements of the deliverable.

NLCC reserves the right to waive the review and approval of Contractor's work products. NLCC approval of Contractor's work product will not relieve Contractor from liability for defects, errors or omissions in the work product that may be discovered after such approval.

iv. 9.D. Scoping Comments

Bidder should explicitly set forth any scoping comments regarding any part of this RFP, including all attachments, referencing the specific RFP section number in Table 14 Scoping Comments below.

Bidder should state all scoping comments upon which the proposal is being submitted. Insert as many lines as necessary to ensure all scoping comments are accurately expressed. Scoping Comments shall not conflict with the Terms and Conditions or Requirements of this SOW.

Table 14. Scoping Comments

Section	Section Title	Comment

j. Section 10 Additional Materials Bidder Wishes to Include

Bidder should include any additional information they wish to provide in this section. Should not exceed 10 pages.

VII. Attachments

- A. Appendix A: CAMP Functional Requirements**
- B. Appendix B: CAMP Technical Requirements**
- C. Appendix C: CAMP Cost Workbook**
- D. Appendix D: CAMP User Stories**
- E. Appendix E: CAMP Reports Inventory**

Form A
Bidder Proposal Point of Contact
Request for Proposal Number 6677 Z1

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

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

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

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

Form B
Notification of Intent to Attend Pre-Proposal Conference
Request for Proposal Number 6677 Z1

Bidder Name:	
Bidder Address:	
Contact Person:	
E-mail Address:	
Telephone Number:	
Fax Number:	
Number of Attendees:	

The "Notification of Intent to Attend Pre-Proposal Conference" form should be submitted to the State Purchasing Bureau via [ShareFile \(link below\)](#), by the date shown in the Schedule of Events.

<https://nebraska.sharefile.com/r-r93a440cfb26b46a18ce6d92146b93a33>

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

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

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

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

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

FORM MUST BE SIGNED IN INK OR VIA DOCUSIGN

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