

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

<b>SOLICITATION NUMBER</b>	<b>RELEASE DATE</b>
RFP 6720 Z1	August 25, 2022
<b>OPENING DATE AND TIME</b>	<b>PROCUREMENT CONTACT</b>
October 14, 2022, 2:00 P.M. Central Time	Connie Heinrichs

**PLEASE READ CAREFULLY!**

**SCOPE OF SERVICE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 6720 Z1 for the purpose of selecting a qualified Contractor to provide OSERS Transfer Project. 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 three (3) years commencing upon execution of the contract by the State and the Contractor (Parties). The Contract includes the option to renew for three (3) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

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

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the solicitation, and the successful awarded bidder's proposal and response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov> And [https://www.nebraska.gov/das/materiel/purchasing/contract\\_search/index.php](https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php).

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

These postings will include the entire proposal or response. Bidder must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION". The bidder should 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 determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

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

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

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

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

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

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

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

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

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

**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 or contract without expectation of conducting or performing it at a later time.

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

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

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

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

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

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

**Contract Administration:** The administration of the contract which includes and is not limited to; contract signing, contract

amendments and any necessary legal actions.

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

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

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

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

**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 contractor'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".

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

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

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

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

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

**Licensed Software Documentation:** The user manuals and any other materials in any form or medium customarily provided by the 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.

**Non-Responsive Proposal:** Any proposal that does not comply with the requirements of the Request For Proposal.

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

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

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

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

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

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

**Pre-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:** Bidder's 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 submitted a proposal response by the opening date and time in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

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

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

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

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

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

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

**Responsible Contractor:** A contractor who has the capability in all respects to perform fully and lawfully all requirements

with integrity and reliability to assure good faith performance.

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

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

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

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

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

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

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

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

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

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

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

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

**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

**NPERS** – Nebraska Public Employee Retirement Systems

**NPRIS** – Nebraska Public Retirement Information System

**OCIO** – Office of the Chief Information Officer

**OPS** – Omaha Public Schools

**OSERS** – Omaha School Employees Retirement System

**PERB** – Public Employees Retirement Board

**RFP** – Request for Proposal

**SPB** – State Purchasing Bureau



## I. PROCUREMENT PROCEDURE

### A. GENERAL INFORMATION

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

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

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

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

Name: Connie Heinrichs  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508

Telephone: 402-471-0975

E-Mail: [connie.heinrichs@nebraska.gov](mailto:connie.heinrichs@nebraska.gov)

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

The following exceptions to these restrictions are permitted:

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

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

**C. SCHEDULE OF EVENTS**

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

ACTIVITY		DATE/TIME
1.	Release Solicitation	August 25, 2022
2.	Last day to submit First Round written questions Link: <a href="https://nebraska.sharefile.com/r-r8506bf28098146cf81415d8f4052f0c2">https://nebraska.sharefile.com/r-r8506bf28098146cf81415d8f4052f0c2</a>	September 8, 2022
3.	State responds to First Round written questions through Solicitation “Addendum” and/or “Amendment” to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	September 16, 2022
4.	Last day to submit Second Round written questions Link: <a href="https://nebraska.sharefile.com/r-r8506bf28098146cf81415d8f4052f0c2">https://nebraska.sharefile.com/r-r8506bf28098146cf81415d8f4052f0c2</a>	September 23, 2022
5.	State responds to Second Round written questions through Solicitation “Addendum” and/or “Amendment” to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	September 30, 2022
6.	Proposal Opening – Online Via Zoom:  <a href="https://us02web.zoom.us/j/8235255480?pwd=Q2dQaUtvvEQvYVpRc3lDb0V3R3EwUT09">https://us02web.zoom.us/j/8235255480?pwd=Q2dQaUtvvEQvYVpRc3lDb0V3R3EwUT09</a>  Electronic Proposal submissions link: <a href="https://nebraska.sharefile.com/r-r7dabd67ca20147b88e0c7c9d67e650f5">https://nebraska.sharefile.com/r-r7dabd67ca20147b88e0c7c9d67e650f5</a>	October 14, 2022 2:00 PM Central Time
7.	Review for conformance to solicitation requirements	October 14, 2022
8.	Evaluation period	October 17, 2022 through November 4, 2022
9.	“Oral Interviews/Presentations and/or Demonstrations” (if required)	November 14, 2022 through November 18, 2022
10.	Post “Notification of Intent to Award” to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	November 28, 2022
11.	Contract finalization period	November 29, 2022 through December 22, 2022
12.	Contract award	January 3, 2023
13.	Contractor start date	January 9, 2023

**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 6720 Z1; OSERS Transfer Project 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.

Questions should be uploaded using the following link via ShareFile:

Link: <https://nebraska.sharefile.com/r-r8506bf28098146cf81415d8f4052f0c2>

It is recommended that bidders submit questions using the following format.

Solicitation Section Reference	Solicitation Page Number	Question

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

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

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

**F. ETHICS IN PUBLIC CONTRACTING**

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

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

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

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

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

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

**H. SUBMISSION OF PROPOSALS**

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 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-r7dabd67ca20147b88e0c7c9d67e650f5>

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

The bidder should clearly identify the uploaded RFP proposal files. To assist in identification the bidder should use the following naming convention:

  - i. RFP 6720 Z1, Company Name, Description of Service
  - ii. If multiple files are submitted for one RFP proposal, add number of files to file names:
    - a) RFP 6720 Z1 Company Name, Description of Service, File 1 of 2.
    - b) RFP 6720 Z1 Company Name, Description of Service, File 2 of 2.
  - iii. If multiple RFP proposals are submitted for the same RFP, add the proposal number to the file names:
    - a) RFP 6720 Z1 Company Name , Description of Service, Proposal 1 File 1 of 2.

The "Request for Proposal for Contractual Services" form must be signed manually in ink or by DocuSign and returned by the proposal opening date and time along with the bidder's Request for Proposal and any other requirements as stated in the Request for Proposal document in order for the bidder's Request for Proposal response to be evaluated.

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

**I. PROPOSAL PREPARATION COSTS**

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

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

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

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.

**K. 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
  - a. Corrected 6720 Z1 Company Name Proposal #1 Description of Service, File 1 of 2,
  - b. Corrected 6720 Z1 Company Name Proposal #2 Description of Service, File 2 of 2, etc.

Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

**L. LATE PROPOSALS**

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

**M. PROPOSAL OPENING**

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

**N. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS**

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

1. Original Request for Proposal for Contractual Services form signed manually in ink or by DocuSign;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections II through VI;
5. Completed Technical Approach; and
6. Completed State Cost Proposal Template.

**O. EVALUATION COMMITTEE**

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

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

**P. EVALUATION OF PROPOSALS**

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

1. Corporate Overview should include but is not limited to:
  - a. the ability, capacity, and skill of the contractor to deliver and implement the system or project that meets the requirements of the solicitation;
  - b. the character, integrity, reputation, judgment, experience, and efficiency of the contractor;
  - c. whether the contractor can perform the contract within the specified time frame;
  - d. the quality of vendor performance on prior contracts;
  - e. such other information that may be secured and that has a bearing on the decision to award the contract;
2. Technical Approach; and,
3. Cost Proposal.

**Neb. Rev. Stat. §81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid solicitations in determining the lowest responsible bidder.** Information obtained from any Vendor Performance Report (See Terms & Conditions) 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:

4. Documentation from the United States Armed Forces confirming service;
5. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
6. 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
7. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

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

Evaluation criteria will be released with the solicitation.

**Q. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS**

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

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

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

**R. BEST AND FINAL OFFER**

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

Every bidder may not be given the opportunity to submit a BAFO. Any BAFO requested by the State and submitted by the bidder to be evaluated (using the stated BAFO criteria) and scored by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. If requested by the State, the BAFO must be submitted on the BAFO Cost Proposal form. Failure to submit a requested BAFO may result in rejection of the bidder's entire proposal response.

**S. REFERENCE AND CREDIT CHECKS**

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

**T. AWARD**

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

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

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

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

**U. DISCOUNTS**

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

**V. PRICES**

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

Prices submitted on the cost proposal form shall remain fixed for the first three (3) years of the contract. Any request for a price increase subsequent to the first three (3) years of the contract shall not exceed three percent (3%) of the previous Contract period. Increases will be cumulative across the remaining periods of the contract. Requests for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

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

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

**W. COST CLARIFICATION**

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

**X. ALTERNATE/EQUIVALENT PROPOSALS**

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

**Y. LUMP SUM OR "ALL OR NONE" PROPOSALS**

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a proposal on an "all or none" or "lump sum" basis, but should also submit a proposal on an item-by-item basis. The term "all or none" means a conditional proposal which requires the purchase of all items on which

proposals are offered and bidder declines to accept award on individual items; a “lump sum” proposal is one in which the bidder offers a lower price than the sum of the individual proposals if all items are purchased, but agrees to deliver individual items at the prices quoted.

**Z. EMAIL SUBMISSIONS**

SPB will not accept proposals by email, voice, or telephone proposals.

**AA. REJECTION OF PROPOSALS**

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

**BB. RESIDENT BIDDER**

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



**II. TERMS AND CONDITIONS**

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

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

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

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

**A. GENERAL**

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

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

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor’s proposal (Contractor’s response to the solicitation and properly submitted documents); and
5. Amendments and 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) Amendments and addendums to the executed Contract with the most recent dated amendment or addendum, respectively, having the highest priority, 2) Amendments to solicitation 3) Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Contractor’s submitted Proposal. Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

**B. NOTIFICATION**

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

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally, electronically 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**

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

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

**D. GOVERNING LAW (Statutory)**

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

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

**E. BEGINNING OF WORK**

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

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

**F. AMENDMENT**

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

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. 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 (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

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

**N. ATTORNEY'S FEES**

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

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

**O. PERFORMANCE BOND**

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

The Contractor will be required to supply a cashier's check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the cashier's check or bond must be one percent (1%) of the contract amount for the initial contract period. The check or bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. If the Contractor chooses to provide a cashier's check, the check must show an expiration date on the check. Cashier's checks will only be allowed for contracts for three (3) years or less, including all renewal options. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or cashier's check will be returned when the contract has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

**P. RETAINAGE**

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

The State will withhold ten percent (10%) of each payment due as retainage. The entire retainage amount will be payable upon successful completion of the project. Upon completion of the project, the Contractor will invoice the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the Contractor within forty-five (45) calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.

**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:



- a. if directed to do so by statute;
- b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
- c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
- d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
- e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
- f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- g. Contractor intentionally discloses confidential information;
- h. Contractor has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

**V. CONTRACT CLOSEOUT**

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

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

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

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

**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

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

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

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

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

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

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

**D. COOPERATION WITH OTHER CONTRACTORS**

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

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

**E. PERMITS, REGULATIONS, LAWS**

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

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

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

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

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

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

**G. INSURANCE REQUIREMENTS**

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

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within two (2) years of termination or expiration of the contract, the contractor shall obtain an extended discovery

or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and two (2) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

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

**1. WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

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

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

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

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
<b>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
<b>CYBER LIABILITY</b>	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$25,000,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

**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 of Nebraska  
 State Purchasing Bureau  
 Attn: Connie Heinrichs  
 RFP #6720 Z1

Email: [connie.heinrichs@nebraska.gov](mailto:connie.heinrichs@nebraska.gov)

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

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

**4. DEVIATIONS**

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

**H. NOTICE OF POTENTIAL CONTRACTOR BREACH**

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

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

**I. ANTITRUST**

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

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

**J. CONFLICT OF INTEREST**

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

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

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

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

**K. 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.

**L. 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.



**M. 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.

**N. 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.

**O. 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.

**P. DRUG POLICY**

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

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

**Q. 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. Invoices should be sent to 1526 K Street, Suite 400, P.O. Box 94816, Lincoln, NE 68509, ATTN: Accounting Department in accordance with the deliverables outlined in Table 17, Invoice Milestones and Deliverables. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

**D. INSPECTION AND APPROVAL**

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

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

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

**E. PAYMENT (Statutory)**

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

**F. LATE PAYMENT (Statutory)**

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

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

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

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

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

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

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

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

**A. INTRODUCTION**

The purpose of this Request for Proposals (RFP) is to select a qualified vendor to configure the Omaha Public School (OPS) retirement plan in the existing Nebraska Public Retirement Information System (NPRIS).

The Nebraska Public Employees Retirement Systems (NPERS) invites interested parties that meet the qualifications listed in this document to submit proposals regarding their service offerings. All information must be submitted in the format stipulated in this RFP.

**B. PROJECT BACKGROUND**

The purpose of the Omaha School Employees Retirement System (OSERS) Transfer Project is to configure the OPS retirement plan into the existing NPRIS.

In 2019, the Nebraska State Legislature passed Legislative Bill 31 (LB 31) to assess the process and costs of transferring administration of the OPS retirement system to the Nebraska Public Employees Retirement Board (PERB). The PERB governs the NPERS, the Nebraska State agency responsible for administration of certain retirement plans. An assessment was conducted by a third party, Linea Solutions, Inc. (Linea), to assess the technical impacts and considerations of this decision.

Following this assessment, the Nebraska State Legislature passed Legislative Bill 147 (LB 147) in 2021 that directs the transfer of OSERS to NPERS, effective September 1, 2024.

To fulfill the obligations set forth by LB 147, NPERS must transfer the OPS retirement plan into NPRIS, the pension administration software used by NPERS.

**C. CURRENT STATE OVERVIEW**

NPRIS is a jClarety-based system currently leveraged by NPERS to administer five (5) statewide retirement systems and one (1) deferred compensation plan for the State of Nebraska. The current system uses a Java-based jClarety framework and is supported independently by NPERS staff. Specific technologies used in the management of NPRIS are detailed in the table below.

**Table 1. Technology Used in Management of NPRIS**

Technology	Description
Java Server Pages (JSP), Struts, HTML, CSS, jQuery, XSLT, Bootstrap	Presentation layer
Enterprise JavaBeans (EJB)	Business layer
Microsoft SQL server, JDBC	Persistence Layer
Hyperion SQR and Microsoft SQL Server Reporting Services (SSRS)	Integrated reporting system
Hyland OnBase	Integrated document management system
RTFs, MS Excel, Apache POI	Integrated office automation system
Enterprise JavaBean Clients, Hyperion SQRs	Batch process
Global Enterprise Control System	Batch scheduling
IBM WebSphere	Application Server

NPRIS is considered stable, with well-established and well-defined data governance processes, data model, and other documentation.

The OPS retirement plan, currently administered by OSERS, is both similar and dissimilar in some ways to the retirement plans already supported by NPERS within NPRIS. It is expected the NPERS will need to configure NPRIS to accommodate the OPS retirement plan to varying degrees. Coding changes will be needed to fully integrate the OPS retirement plan into NPRIS.

NPRIS currently uses JSP and Struts 1.x framework for the presentation layer. Any presentation layer changes or additions made as part of this project must use supported and commonly used presentation layer frameworks. Any reports being updated/created for this project will need to be done in Power BI.

NPERS is requesting the bidder suggest a correspondence framework which can be used for the project and all correspondence to be updated/modified for the project to be built according to the new framework specification.

**D. SCOPE OF WORK**

The Linea Assessment evaluated the similarities and differences between the OPS retirement plan (currently configured in a PeopleSoft solution) and the NPRIS environment to estimate the impact of updating NPRIS with the coding and configuration changes likely to be necessary. The assessment (provided in Appendix B. Linea Solutions Assessment – Transition OSERS to NPERS) identified impacts across functional and technical components, summarized in the implementation requirements provided as part of this solicitation.

The OSERS Transfer Project will impact the existing code and functionality in NPRIS (rather than being one new function and/or module). Coding changes and robust testing will be required across all of NPRIS to ensure all business functions, including those of both the retirement plans currently administered by NPERS and the OPS retirement plan, can be executed correctly once the OPS retirement plan is transferred into NPRIS.

**1. Project Scope**

At a high level, the OSERS Transfer Project scope includes:

- a.** Contractor to configure the OPS retirement plan within NPRIS
  - i.** Project Management
  - ii.** Requirements Validation and Management
  - iii.** Design
  - iv.** Configuration of the OPS retirement plan in NPRIS
  - v.** Testing of the newly added OPS retirement plan configuration in NPRIS
  - vi.** Regression testing of the revised portions of NPRIS to ensure that all previously configured plans are unaffected
  - vii.** Data conversion of OPS retirement plan data to NPRIS
  - viii.** Deployment of the configuration to the production environment
  - ix.** Post-implementation support services, to ensure stabilization of the modified system
  - x.** Exit transition services including knowledge transfer to NPERS staff, inclusive of as-built documentation
- b.** Functional scope encompasses multiple components of the OPS retirement plan, including but not limited to:
  - i.** OPS Retirement Plan Configuration / Setup
  - ii.** General Ledger
  - iii.** Employer Related Functionality
    - a)** Employer Maintenance
    - b)** Wage & Contribution Processing
    - c)** Cash Receipts
  - iv.** Member Related Functionality
    - a)** Enrollment & Demographics
    - b)** Member Account Maintenance
    - c)** Optional Service Credit
    - d)** Benefit Calculation (Benefit Estimates)
    - e)** Refunds
    - f)** Member Self Service
  - v.** Retirement Processes
    - a)** Annuity Payroll
    - b)** Retirement Application Processing
    - c)** Benefit Amount Adjustments
    - d)** Tax Reporting
    - e)** Vendor Deductions (Tax Levy)
- c.** Technical scope includes, but is not limited to:
  - i.** Batch jobs
  - ii.** Letters
  - iii.** Forms
  - iv.** Reports
  - v.** Data conversion
    - a)** OPS PeopleSoft data must be converted into the NPRIS database or SQL tables external to NPRIS (if necessary, for future reference).

Any OPS data that resides outside of the PeopleSoft database but pertains to OPS retirement processes must be converted and/or transferred to NPRIS. Detailed information on these scope areas is provided in Section V. D.3 Implementation Services and in the Solution and Implementation Services Requirements Response Workbook (Appendix A).

2. **Project Stakeholders**  
 The OSERS Transfer Project will impact several key stakeholder groups across the State, as detailed in table 2 below.

**Table 2. OSERS Transfer Project Stakeholders**

<b>Stakeholder</b>	<b>Stakeholder Description</b>
<b>Public Employees Retirement Board (PERB)</b>	The governing body for NPERS. The PERB consists of eight members that are appointed by the Governor for five-year terms. The PERB's member composition will change after the transfer of administration of the OPS retirement plan.
<b>Nebraska Public Employee Retirement Systems (NPERS)</b>	NPERS is the State agency responsible for administration of the retirement plans governed by the PERB. Mission Statement: The Nebraska Public Employees' Retirement Systems recognizes the importance of a successful retirement and is dedicated to providing the highest quality service necessary to assist members in achieving this goal.
<b>Office of the Chief Information Officer (OCIO)</b>	OCIO coordinates the use of information technology across the various departments and agencies of Nebraska State government.
<b>Nebraska Information Technology Commission</b>	The NITC is a nine-member commission, whose members are appointed by the Governor with the approval of the Legislature. The Commission promotes the use of information technology in education, health care, economic development and all levels of government service.
<b>Omaha Public Schools (OPS) Employees</b>	OPS past and present employees currently enrolled in OSERS as well as IT staff currently tasked with managing the OPS PeopleSoft System.
<b>Omaha Public Schools (OPS) Board of Education</b>	OPS governing body created for the purpose of implementing state legislative policy concerning public schools and locally administering one of the state's systems of public education.
<b>Omaha Public Schools (OPS) Administration</b>	This group provides leadership and strategic direction within OPS and includes the superintendent.
<b>Omaha School Employees' Retirement System (OSERS)</b>	OSERS currently administers the OPS retirement plan (although this will be transferred to NPERS per LB 147).
<b>Members of the Retirement Systems Administered by NPERS</b>	Public employees (both past and present) currently enrolled in other NPERS-managed retirement systems.

3. **Implementation Services**

NPERS anticipates a project start date no later than January 2023.

NPERS requires implementation services, including requirements gathering, design, development and configuration, data conversion, testing, as well as post-implementation support and maintenance.

Bidders must propose a realistic timeline that allows adequate time for all project activities necessary for a successful and quality deployment based on their experience with similar implementations of size, scope, and complexity. However, the OPS retirement plan must be fully configured and functional in NPRIS by July 14, 2024.

a. **Implementation Planning & Management**

The Contractor will provide project management for the duration of the project. The Contractor will provide resources to execute all project management tasks, functions and activities described in the table below (Implementation Planning & Management Activities and Deliverables). In addition, the Contractor will maintain and update project activities and associated Work Products on a timely, regular, and ongoing basis.

- i. **Objective(s):**
  - a) Develop an understanding of the needs and challenges to implement an expedient, seamless, and minimally disruptive implementation to transfer the OPS retirement plan into NPRIS.
  - b) The Contractor will be responsible for the following Implementation Planning and Management activities and deliverables:

**Table 3. Implementation Planning & Management Activities and Deliverables**

Activities	Deliverables
<ul style="list-style-type: none"> <li>▪ <b>Conduct project pre-planning and preparation</b> – Conduct planning meetings with NPERS and other stakeholders as required to confirm the schedule, plans, documentation, and other logistics for the project related to project management responsibilities.</li> <li>▪ <b>Develop project kickoff materials</b> - Conduct a project kickoff meeting with key stakeholders within thirty (30) days of contract execution. The kickoff meeting will provide an overview of the project objectives, plans, project scope and schedule, introduce the Contractor’s project team and roles and responsibilities, and outline project start-up procedures.</li> <li>▪ <b>Provide Ongoing Project Management Duties</b> - Provide weekly project plan and schedule updates, weekly status reporting, weekly status meetings, risk and issue monitoring, and integrated change management activities. In addition to weekly status meetings, the Contractor’s Project Manager must participate in project Steering Committee meetings and other NPERS meetings as required.</li> </ul>	<p><b>1) Project Management Plan (PMP)</b> - Describes the overall project management approach and schedule throughout the lifecycle of the project. The PMP will define the following (at a minimum):</p> <ul style="list-style-type: none"> <li>a) Project initiation activities, including the development of project kickoff materials.</li> <li>b) <u>Risk and Issue Management Plans &amp; Logs</u> – Risk and Issue Management Plan, Escalation Plan, and Risks, Assumptions, Issues, and Dependencies (RAID) log. This must include risk management, identification, quantification of impact, monitoring, and mitigation plans.</li> <li>c) Quality Management.</li> <li>d) Contractor resource management.</li> <li>e) Project success evaluation criteria and Project close-out activities.</li> <li>f) Document management approach and document repository.</li> <li>g) Relationships to other IT or business efforts.</li> <li>h) <u>Integrated Change Management Plan</u> – Outlines the process for identifying, evaluating, authorizing, and implementing proposed changes in requirements, schedule, and budget, as well as system design and acceptance criteria. <ul style="list-style-type: none"> <li>i) For change management, a change is defined as any modification within the scope of the RFP that is reasonably related to the Scope of Work (SOW) content including any content in all SOW attachments, such as the Requirements Traceability Matrix (RTM). If a potential change is identified by a member of the project team, including the Contractor or NPERS (or other internal/external stakeholder), then the change management process outlined in the Terms and Conditions must be used to initiate a formal Change Order. Similarly, whenever significant deviations are anticipated or reported against implementation processes, schedule or cost, a Change Order is required to re-baseline the project. In all situations the formal terms and conditions regarding the change order process take precedence.</li> <li>ii) Change Orders can be initiated at any stakeholder level and may or may not require a formal contract change depending upon its scope.</li> </ul> </li> </ul> <p><b>2) Project Status Reports</b> (including deliverable status reports, planned vs. actual status, RAID logs, etc.)</p>
<ul style="list-style-type: none"> <li>▪ <b>Deployment Planning</b> - Conduct as many workshops as necessary with NPERS and other</li> </ul>	<p><b>3) Deployment Plan</b> (e.g., transition planning to finalize rollout details)</p>



Activities	Deliverables
<p>stakeholders to ensure an effective deployment plan for transitioning the transferred functionality into production.</p> <ul style="list-style-type: none"> <li>▪ <b>Develop Deployment Plan.</b></li> </ul>	<ul style="list-style-type: none"> <li>a) Finalized approach for deploying the transferred functionality into production including any benefits and risks of strategy, including: <ul style="list-style-type: none"> <li>i) Overview of the current environment and considerations for deployment.</li> <li>ii) Identification of high-risk transition areas and impact, mitigation strategies, and recommended mitigation actions.</li> <li>iii) Any ongoing risks, based on finalization of phasing approach, must be tracked in a risk log.</li> <li>iv) Any decisions that impact the schedule must be documented in the project schedule.</li> <li>v) Any cutover consideration(s) must be documented in the final Cutover Plan.</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>▪ <b>Develop a baseline project schedule</b> to reflect the project timelines, milestones, and deliverables. Provide periodic updates (as mutually agreed upon by NPERS and the Contractor) to the Project Schedule which is maintained by the Contractor.</li> </ul>	<p><b>4) Baseline Project Schedule and Work Plan</b> – Project work plan and schedule, including Gantt chart(s) and a project calendar in Microsoft Project that is developed and maintained in accordance with industry best practices. The work plan will reflect any changes from the baseline schedule originally agreed to during the project initiation and be updated/published on a weekly basis. The project schedule will include the following components (at a minimum):</p> <ul style="list-style-type: none"> <li>a) A consolidated view of the activities, activity descriptions, and activity durations assigned to stakeholders and Contractor.</li> <li>b) Resources (NPERS, other stakeholders, and Contractor) assigned to each activity and their required level of effort.</li> <li>c) A list of all required project deliverables tied to the appropriate project milestones.</li> <li>d) Identification of all key project milestones.</li> <li>e) Deliverable approval periods compliant with NPERS' Deliverable Expectations Document process as described in the following section Deliverable Expectations Document.</li> <li>f) A critical path analysis and reporting process.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Create a <b>Solution Environment and Configuration Management Plan</b> (e.g., sandbox, development, testing, training, etc.) required to support all project phases including obtaining licenses and other required infrastructure.</li> </ul>	<p><b>5) Solution Environment and Configuration Management Plan</b> – Describes the following (at a minimum):</p> <ul style="list-style-type: none"> <li>a) Approach for managing programming changes and configuration settings made in NPRIS to transfer the OPS retirement plan, including testing, final approval of deployment, and deployment.</li> </ul>
<ul style="list-style-type: none"> <li>▪ <b>Develop Deliverable Expectations Documents</b> – Define the approach and criteria for satisfactory completion and approval of all deliverables.</li> </ul>	<p><b>6) Deliverable Expectations Documents (DEDs) – for all project deliverables</b> – The Contractor will develop DEDs, which describe the proposed high-level outline and format of each deliverable. The documents will be developed by tailoring an existing template in collaboration with NPERS. NPERS and the Contractor will agree on the DEDs at the beginning</p>

Activities	Deliverables
	<p>of the project and confirm the DEDs before each subsequent deliverable phase.</p> <p>No work will be performed on any deliverable associated with a payment milestone until all DEDs have been approved in writing by the NPERS Project Manager. As each project deliverable is submitted, the Contractor must include a copy of the associated DED as the cover sheet.</p> <p>All contract deliverables are given a unique number and tied to the project schedule. The dates for deliverable submissions, review comments, and resubmissions will be tracked. The NPERS' project SharePoint site will be utilized as the repository of record for deliverables.</p> <p>Deliverables prepared by the Contractor will be subject to the review and approval of the NPERS Project Manager or designee. The Contractor must be prepared to provide walkthroughs of deliverables in order to facilitate NPERS' deliverable reviews. NPERS will review, approve/disapprove, and/or require modification to the Contractor's deliverables. Approval will be granted if the deliverable conforms to the requirements of the RFP and Contract. NPERS will notify the Contractor within ten (10) business days of its receipt of a deliverable, or as otherwise agreed to by NPERS and Contractor, of its approval or rejection, with the reason(s) for rejection. NPERS may, in its sole discretion, offer suggestions to the Contractor on how to correct the deliverable to make it more acceptable. The Contractor will have five (5) business days, or as otherwise agreed to by NPERS, to correct the deliverable and resubmit the deliverable for NPERS review.</p> <p>The Contractor must consider the review process when developing schedules, project plans, and timelines.</p> <p>The Contractor must provide any formal meeting presentation materials no less than five (5) business days ahead of the actual meeting for NPERS' review.</p> <p>The Contractor and NPERS will agree on the format and acceptance criteria for each project deliverable. The format of the DEDs will be defined within six (6) weeks from the Effective Date of the Contract.</p>

**b. Requirements Review & Confirmation**

The Contractor will validate the solution requirements identified and provided in Appendix A. OSERS Transfer Project Solution and Implementation Services Requirements Response Workbook.

**i. Objective(s):**

**a)** Validate the Contractor's understanding of the solution requirements.

The Contractor will be responsible for the following Requirements Review and Confirmation activities and deliverables:

**Table 4. Requirements Review & Confirmation Activities and Deliverables**

Activities	Deliverables
<ul style="list-style-type: none"> <li>▪ <b>Implement and establish a formal requirements management process</b> that includes requirements tracking, maintenance, and traceability (e.g., to test scenarios/cases).</li> <li>▪ <b>Submit a Requirements Traceability Matrix</b> - Contractor will review the solution requirements defined in <u>Appendix A. OSERS Transfer Project Solution and Implementation Services Requirements Response Workbook</u> to validate the Contractor's understanding of the solution requirements to meet stakeholders' expectations and identify areas for discussion.</li> </ul>	<ol style="list-style-type: none"> <li>1) <b>Requirements Traceability Matrix</b> - A Requirements Traceability Matrix based on the Contractor's response in the RFP that may include any design considerations, gaps, issues, or risks that need to be addressed throughout the project and must be maintained over time to track the status of each requirement.</li> </ol>
<ul style="list-style-type: none"> <li>▪ <b>Develop a plan and schedule</b> to conduct NPERS interviews, group workshops, and surveys to refine, and prioritize the detailed implementation requirements.</li> <li>▪ <b>Conduct and document</b> NPERS interviews, group workshops, and surveys to refine, and prioritize the detailed functional and technical requirements.</li> <li>▪ <b>Conduct business process analysis and reengineering</b> focused on the transition or transformation of source system business processes to NPRIS.</li> <li>▪ <b>Understand target datasets and NPRIS architecture.</b></li> <li>▪ <b>Create a Functional Fit Gap Analysis.</b> Contractor will review <b>Linea Assessment (Appendix B. Linea Solutions Assessment – Transition OSERS to NPERS)</b> then <b>conduct and document additional assessment to generate an updated functional fit gap analysis</b> between the source (PeopleSoft) and NPRIS.</li> <li>▪ <b>Create a Technical Fit Gap Analysis.</b> Contractor will review the Linea Assessment (Appendix B. Linea Solutions Assessment – Transition OSERS to NPERS), then <b>conduct and document additional assessments of detailed technical infrastructure requirements to generate an updated technical fit-gap analysis.</b></li> <li>▪ <b>Produce a Requirements Validation Document.</b></li> </ul>	<ol style="list-style-type: none"> <li>2) <b>Functional Fit Gap Analysis</b> – Illustrates the fit-gap between the source (PeopleSoft) and NPRIS including affected systems recommendations and alternative options.</li> <li>3) <b>Technical Fit Gap Analysis</b> – Documents detailed technical infrastructure requirements, including network infrastructure, desktops, etc.</li> <li>4) <b>Requirements Validation Document</b> – A Requirements Validation Document that details any changes, revisions, clarifications to functional and technical requirements in the requirements repository (i.e., Requirements Traceability Matrix) to be maintained by the Contractor. This deliverable, once approved, serves as the validated detailed solution requirements and includes security features. The RTM must be updated to reflect the approved Requirements Validation Document.</li> </ol>

**c. Design**

The Contractor will collect and review the OPS current state data / documentation, hold validation sessions with stakeholders, and then document and finalize design decisions in collaboration with NPERS. The Contractor will introduce, train, and support NPERS' workgroups and stakeholders in data collection tasks required for the design process. The Contractor will develop design documentation in accordance with the proposed software development approach that outlines how the configuration of functionality in NPRIS will be accomplished to support the OPS retirement plan.

Note: NPERS requires modifications to NPRIS will be done in a manner that works within the existing architectural framework of NPRIS and does not significantly modify the system. Further,

the Contractor must take care to ensure that all design decisions are fully reviewed, understood, and approved by NPERS staff / NPRIS Subject Matter Experts (SMEs) prior to build.

- i. **Objective(s):**
  - a) Provide NPERS and appropriate stakeholders written updates on how the transferred functionality will look and function early on and continuously throughout the design and development process.
  - b) Follow an agreed methodology to clearly define design-level requirements for NPRIS modifications that are based on NPERS and other stakeholder inputs and collaboration.

The Contractor will be responsible for the following Design Activities and Deliverables:

**Table 5. Design Activities and Deliverables**

Activities	Deliverables
<ul style="list-style-type: none"> <li>▪ <b>Facilitate interviews, group workshops, etc.</b> to obtain and gain consensus on design.</li> <li>▪ <b>Conduct and document functional and technical planning sessions</b> to establish system(s) configuration.</li> <li>▪ <b>Create system design documentation for system modifications</b> - create conceptual design documentation for required NPRIS modifications, data/content changes, and all activities required to achieve the transfer of the OPS plan into NPRIS.</li> </ul>	<p>1) <b>System Design Document</b> - The System Design Document must include, at a minimum, the following content related to necessary modifications to NPRIS:</p> <ul style="list-style-type: none"> <li>a) "To-be" business process flows to address any requirements gaps identified and implement the validated detailed functional and technical requirements via configuration settings and custom development.</li> <li>b) Updated Entity Relationship Diagrams.</li> <li>c) Updated Data Dictionary.</li> <li>d) Updated Security controls.</li> <li>e) Any other information designated by NPERS related to necessary modification to NPRIS.</li> </ul>

Activities	Deliverables
<ul style="list-style-type: none"> <li> <span style="font-size: 1.2em;">■</span> <b>Develop the Solution Implementation Plan</b> - Contractor will describe the implementation approach throughout application design, interface design, and conversion design.         </li> </ul>	<ul style="list-style-type: none"> <li>2) The <b>Solution Implementation Plan</b> must include, at a minimum, the following:           <ul style="list-style-type: none"> <li>a) How the Contractor will provide and/or leverage existing system management tools for all development environments and manage all development efforts using industry-standard software development tools and methodologies.</li> <li>b) Ensure that the transferred components conform to defined standards for system design and architecture.</li> <li>c) Approach for managing programming environment changes including management of test and deployment of new releases while maintaining capacity to apply hotfixes to production. Note: NPERS has and maintains the final authority to process and apply any hotfixes to production.</li> <li>d) Contractor will, at a minimum, provide the following sub-component plans that describe the following:               <ul style="list-style-type: none"> <li>i) <u>Security Plan</u>:                   <ul style="list-style-type: none"> <li>(1) Approach for continuing assurance of system security, including how the Contractor complies with applicable security protocols, regulations, etc.</li> <li>(2) Security incident response plan details that, at a minimum, describe the following:                       <ul style="list-style-type: none"> <li>i. Security roles and responsibilities, mission statement, key terms governing incident response, identification of an incident response lead, and incident detection channels.</li> <li>ii. Strategy to identify and categorize incidents.</li> <li>iii. Process to communicate, contain, eradicate, and recover from incidents.</li> </ul> </li> </ul> </li> <li>ii) <u>Infrastructure Services Plan</u>:                   <ul style="list-style-type: none"> <li>(1) Definition of each environment that will be required and used in the OPS Transfer Project activities (e.g., production, staging, and test).</li> <li>(2) Approach for maintaining application and infrastructure component consistency across all environments.</li> <li>(3) Approach for certifying and/or providing quality assurance of all environments.</li> </ul> </li> </ul> </li> </ul> </li> </ul>

**d. Development & Configuration**

The Contractor will document and complete the configuration of the OPS retirement plan into NPRIS as defined by the final design specifications / decisions.

**i. Objective(s):**

- a) Perform all necessary development and configuration activities to transfer the OPS retirement plan into NPRIS, including the conversion of OPS data.

The Contractor will be responsible for the following Development and Configuration activities and deliverables:

**Table 6. Development & Configuration Activities and Deliverables**

Activities	Deliverables
<ul style="list-style-type: none"> <li>▪ <b>Configure OPS retirement plan in NPRIS based on the solution requirements of the RFP (Appendix A), approved Solution Implementation Plan and detailed design requirements</b> identified in the previous phase through configuration, custom coding, and other applicable development-related activities according to the Contractor's software implementation methodology.</li> <li>▪ <b>Define and document configuration management policies and procedures</b> consistent with industry best practices. Perform configuration management activities throughout the Project. Adhere to NPERS audit and configuration management standards.</li> <li>▪ <b>Manage documentation of changes to the underlying environment</b> via use of library management version control and turnover management.</li> <li>▪ <b>Conduct code and configuration reviews</b> to ensure compliance with NPERS standards to reduce defects.</li> <li>▪ <b>Schedule releases (e.g. configuration changes)</b> in collaboration with NPERS staff.</li> <li>▪ <b>Provide a Role to Position Mapping document.</b></li> </ul>	<ol style="list-style-type: none"> <li>1) <b>System Configuration</b> - Perform all necessary technical design, configuration, testing, or scripting, of systems as required to provide and implement the functional and technical requirements.</li> <li>2) <b>Role to Position Mapping Document</b> – Provide a document that maps the end-user roles to the positions within the organization.</li> </ol>
<ul style="list-style-type: none"> <li>▪ <b>Create a Cutover Plan</b> - Contractor will perform go live cutover planning activities to assess transition readiness, go / no-go criteria, and fallback positions to be taken if no-go conditions are encountered for deployment.</li> </ul>	<ol style="list-style-type: none"> <li>3) The <b>Cutover Plan</b> will, at a minimum, include:               <ol style="list-style-type: none"> <li>a) A preliminary cutover schedule that clearly defines key milestones, deliverables, tasks, and responsibilities. The Cutover Plan will be updated prior to go live.</li> <li>b) Cutover milestones where readiness to proceed is assessed, go/no-go criteria, and fallback positions to be taken if no-go conditions are encountered.</li> <li>c) Pre-cutover checklist(s) and post-cutover evaluation criteria.</li> <li>d) Transition readiness assessment, including the preliminary schedule, rollback strategy, assessment scorecards, and defined critical readiness criteria that will drive go / no-go decisions related to overall readiness / preparedness for going live with transferred components in NPRIS.</li> </ol> </li> </ol>

e. **Data Conversion**

The Contractor will develop a Data Conversion Plan that describes the level of involvement between the Contractor and NPERS Staff for migrating required data from OPS' PeopleSoft system and External Tables (OPS' SQL tables) to NPRIS or NPERS' SQL tables. The Contractor will review OPS data and work with NPERS staff and OSERS / OPS stakeholders as appropriate to convert data into NPRIS as well as NPERS' SQL tables.

i. **Objective(s):**

- a) Prepare a detailed plan to convert in-scope data from OPS PeopleSoft and External Tables to NPRIS.
- b) Perform all necessary data conversion activities to convert data into NPRIS and the MS SQL tables for the NPERS database, including testing and validation to ensure successful data conversion.

The Contractor will be responsible for the following Data Conversion activities and deliverables:

**Table 7. Data Conversion Activities and Deliverables**

Activities	Deliverables
<ul style="list-style-type: none"> <li>▪ <b>Provide a Data Conversion Strategy</b>, including identification of the methodology and tools for the migration of OPS data to NPRIS.</li> <li>▪ <b>Develop a Data Conversion Plan –</b> Review the data required to administer the OPS plan and work with NPERS staff to finalize the scope of data conversion. This plan must specify what and how the data conversion will function.</li> </ul>	<ul style="list-style-type: none"> <li>1) <b>The Data Conversion Strategy</b> will include identification of the methodology and tools for the migration of the OPS data to NPRIS.</li> <li>2) <b>The Data Conversion Plan</b> will, at a minimum, include the following content:               <ul style="list-style-type: none"> <li>a) A description of the conversion methodology (e.g., processes to extract data, processes to validate data, documentation of data).</li> <li>b) A number of mock runs that will be conducted (a mock run is an iterative exercise of data conversion using the agreed upon mapping and transformation rules).</li> <li>c) A description of manual conversion processes that cannot be automated.</li> <li>d) Data Conversion milestones and/or targets.</li> <li>e) A record of how much history is converted out of PeopleSoft / external tables and into NPRIS and the NPERS' SQL tables.</li> <li>f) A list of data to not convert.</li> <li>g) Manual data entry and error correction after conversion.</li> <li>h) A plan for testing and validating converted data.</li> </ul> </li> </ul>

Activities	Deliverables
<ul style="list-style-type: none"> <li>▪ <b>Specify, provide, and install necessary tools for data mapping and conversion activities.</b> At a minimum this includes: <ul style="list-style-type: none"> <li>○ Extract, Transform, and Load (ETL) tool.</li> <li>○ A tool for obfuscation of data.</li> <li>○ A tool for automated comparison of financial accounting calculation results between OPS PeopleSoft and NPRIS.</li> </ul> </li> <li>▪ <b>Execute Data Mapping–</b> Map OPS PeopleSoft and External Table data to the appropriate NPRIS MS SQL tables, as well as execute conversion. Additional tables, outside of NPRIS, may be needed for converted data to be used for reference. Provide coding of automated data conversion extracts from legacy/existing data files, using techniques that are consistent with the development standards. Transform and load cleansed legacy data.</li> <li>▪ <b>Create data conversion extracts</b> from legacy/existing data files in a format specified by the Data Conversion Plan.</li> <li>▪ <b>Perform Data Conversion</b> from the source system(s) to NPRIS, by electronic or manual methods and track data conversion status and notifications.</li> <li>▪ <b>The Contractor will test and validate converted data</b> to confirm successful completion of data conversion.</li> </ul>	<p><b>3) Data Mapping &amp; Conversion.</b></p>

**f. Letters, Forms, & Reports**

The Contractor will modify all reports, letters, and forms necessary to fully transfer the OPS retirement plan into NPRIS.

The Contractor will be responsible for the following letters, forms, and reports activities and deliverables:



**Table 8. Letters, Forms, & Reports Activities and Deliverables**

Activities	Deliverables
<ul style="list-style-type: none"> <li>▪ <b>Create a Letters, Forms, and Reports Specification Document</b> <ul style="list-style-type: none"> <li>– Specify how all reports, letters, and forms will be modified to accommodate the OPS plan in NPRIS, including (but not limited to):                             <ul style="list-style-type: none"> <li>– Data merged letters, correspondences, and forms.</li> <li>– Standardized and parameterized reports.</li> </ul> </li> </ul> </li> <li>▪ <b>Develop and/or modify all reports</b> <ul style="list-style-type: none"> <li>– execute reports development and unit testing.</li> </ul> </li> </ul>	<ol style="list-style-type: none"> <li>1) The <b>Letters, Forms, and Reports Specification Document</b> will include, at a minimum, the following design specifications:             <ol style="list-style-type: none"> <li>a) Identify report fields and parameters (as applicable).</li> <li>b) Mapping database fields to report fields.</li> <li>c) Document required ad-hoc query and reporting functionality.</li> </ol> </li> <li>2) <b>Letters, Forms, and Reports Development.</b></li> </ol>

**g. Testing**

The Contractor will develop, conduct, and / or provide support to NPERS in the development and execution of a test plan, test scripts, and test input data. Contractor will lead all testing efforts (except for UAT).

**i. Objective(s):**

- a) Prepare a detailed plan to test all aspects of NPRIS (not just modified functionality / system components to incorporate the OPS retirement plan) and implement a tracking tool to log system defects from identification through resolution.
- b) Track expected versus actual test results, track all defects and resolutions, and document rework and retesting efforts for all in-scope test and defect types (refer to the tables below).

The Contractor will be responsible for the following testing activities and deliverables:

**Table 9. Scope Testing Types**

Testing	Definition	Participants	Timing
<b>Unit Testing</b>	Test the individual units of source code or modified component of NPRIS that will be included in the unit test.	Contractor	During the Execution Phase (e.g., configuration and development); must be completed satisfactorily prior to moving into System Testing.

Testing	Definition	Participants	Timing
<b>System Testing</b>	<p>Test the entire system. System tests are executed with functional requirements and address the information flow in the system, where the underlying assembled units are no longer addressed separately, but as a whole. System testing often is the test that indicates to the development community whether the system is behaving as required and verifies and validates that a system can work in production.</p> <p>The Contractor will perform end-to-end system testing and resolve any defects discovered, until system test results are produced to demonstrate the successful operation of the system, ensuring that the system is functioning, performing, and processing documents and data correctly.</p>	Contractor and external or internal stakeholders mutually agreed to in the Test Plan as identified in Table 11 Testing Activities and Deliverables.	Occurs once development is “code complete” for each implementation; must be completed satisfactorily prior to User Acceptance Testing (UAT).
<b>Security / Intrusion Testing</b>	Test the authentication, authorization, and data protection of the application.	Contractor, external or internal stakeholders mutually agreed to in the Test Plan as identified in Table 11 Testing Activities and Deliverables.	This testing must be completed prior to cutover.
<b>Regression Testing</b>	Retest a previously tested system following modification to ensure that faults have not been introduced / uncovered as a result of the changes. Common tests include re-runs of previous functional tests and checks of re-emerging of previously fixed faults.	Contractor	Part of System Testing; must be completed prior to UAT.
<b>Stress / Performance Testing</b>	<p>Test batch processing capacity of the system when the system refers to a process, application, or infrastructure to look at behavior with standard, increased and decreased workload.</p> <p>The Contractor shall perform performance testing to validate the eventual full-scale use of the system, specifically related to batch processing. The Contractor shall continue performance testing until system performance meets or exceeds NPERS performance expectations.</p>	Contractor	Part of System testing; must be completed prior to UAT.

Testing	Definition	Participants	Timing
<b>User Acceptance Testing (UAT)</b>	<p>Validate end-to-end business processes, comparing actual vs. expected results. UAT validates the system setup for transactions and user access, confirms the expected and intended use of the system, verifies performance on business-critical functions, and confirms application integrity.</p> <p>The Contractor will support UAT testing activities conducted by NPERS and business stakeholders and resolve defects to ensure NPRIS functions properly and meets or exceeds the acceptance criteria for exiting the Testing Phase.</p>	NPERS stakeholders	Occurs after System Testing and prior to production transition.

**Table 10. Defect Levels**

Defect Level	Definition
1	A Documented Defect that causes: <ul style="list-style-type: none"> <li>(a) complete application failure or application unavailability;</li> <li>(b) application failure or unavailability in one or more of Authorized Users locations; or</li> <li>(c) systemic loss of multiple essential system functions.</li> </ul>
2	A Documented Defect that causes: <ul style="list-style-type: none"> <li>(a) repeated, consistent failure of Essential Functionality affecting more than one user; or</li> <li>(b) loss or corruption of data.</li> </ul>
3	A Level 1 Defect with an existing Circumvention Procedure, or a Level 2 Defect that affects only one user or for which there is an existing circumvention procedure.
4	A Documented Defect that causes failure of non-essential functionality or a cosmetic or other Documented Defect that does not qualify as any other service level defect.

The Contractor will be responsible for the following Testing activities and deliverables:

**Table 11. Testing Activities and Deliverables**

Activities	Deliverables
<ul style="list-style-type: none"> <li>▪ <b>Develop a Test Management Strategy.</b></li> <li>▪ <b>Develop a Test Plan</b> based on Table 9: Scope of Testing Types which outlines the scope of testing, Contractor's responsibilities, and defect levels in Table 10: Defect Levels.</li> <li>▪ <b>Manage and execute the agreed upon Test Management Strategy and approved Test Plan</b>, including regression and performance testing, and creating and maintaining the required test data during the testing period.</li> <li>▪ <b>Provide automated testing tools and procedures</b> for testing including unit testing, system testing, UAT, Security / Intrusion testing, Performance Testing, and Regression testing.</li> </ul>	<ol style="list-style-type: none"> <li>1) <b>The Test Management Strategy</b> will list all test events, entrance and exit criteria for each test event, roles and responsibilities, defect management processes, high-level data requirements for each test event, tools used for each test event, including User Acceptance Testing.</li> <li>2) The <b>Test Plan</b> will describe the Contractor's approach for conducting all testing, including:               <ol style="list-style-type: none"> <li>a) Approach to complete all testing activities for NPRIS (UAT, System, Regression, Security, Performance). Specifically address:                   <ol style="list-style-type: none"> <li>i) Security / Intrusion testing.</li> <li>ii) Regression testing.</li> <li>iii) Test Data Creation approach, including data refresh processes.</li> <li>iv) Stress / performance testing, including pass criteria that can handle the batch transaction load data.</li> <li>v) Automated Test Usage (optional but preferred by NPERS).</li> <li>vi) User Acceptance Testing scripts and support.</li> <li>vii) Defect remediation release strategy and regression testing.</li> </ol> </li> </ol> </li> </ol>
<ul style="list-style-type: none"> <li>▪ <b>Set up Test Environment</b> – The Contractor will work with NPERS and the OCIO to set up the required test environment with enough data to perform effective testing.</li> <li>▪ The Contractor will <b>develop detailed test conditions</b>, prepare test scripts, and utilize automated testing tools, as appropriate, to facilitate the testing process.</li> </ul>	<ol style="list-style-type: none"> <li>3) <b>Test Scripts (System Testing)</b> must include:               <ol style="list-style-type: none"> <li>a) Step-by-step documentation of the interaction between the user and system and the expected behavior and pass/fail criteria for testing.</li> <li>b) Test scripts must provide adequate testing coverage of the system to ensure that all critical aspects of the system have been properly tested.</li> </ol> </li> <li>4) <b>Test Data</b></li> </ol>

Activities	Deliverables
<ul style="list-style-type: none"> <li>▪ <b>Conduct Testing and Resolve Defects -</b> For each defect identified during testing, NPERS and the Contractor use a prioritization rating indicating the relative sequence to fix defects as defined in Table 10: Defect Levels in the previous section.</li> <li>▪ <b>Submit Final Testing Results.</b></li> </ul>	<p><b>5) System, Regression, and Security / Intrusion Test Results</b> that, at a minimum describe the following:</p> <ul style="list-style-type: none"> <li>a) The date scenario was executed.</li> <li>b) The person who executed the scenario.</li> <li>c) The test result status (pass/fail).</li> <li>d) Any defects discovered.</li> <li>e) The retest dates and results.</li> <li>f) The justification for exiting Test stage, including performance testing success.</li> </ul>
<ul style="list-style-type: none"> <li>▪ <b>Support UAT, Defect Resolution, and Submit UAT Results.</b> Facilitate and support UAT as prescribed by NPERS, including, but not limited to, establishing adequate test environment based on user acceptance criteria; preparing data to support test scenarios within modified system as well as managing the relationship with all interfaced systems necessary to conduct test; troubleshooting; supporting users to progress through scenarios; supporting batch processing; exercising functionality; converting production data and reporting results.</li> </ul>	<p><b>6) Contractor will be responsible for supporting UAT processes and ensuring UAT is completed with defects resolved to ensure NPRIS is functioning properly. For each test scenario during UAT, the test results will, at a minimum, describe:</b></p> <ul style="list-style-type: none"> <li>a) The acceptance test results for the overall system.</li> <li>b) The date scenario was executed.</li> <li>c) The person who executed the test scenario.</li> <li>d) The test result status (pass/fail).</li> <li>e) Any defects, their priority, and a resolution log.</li> <li>f) The retest dates and results.</li> <li>g) The justification for exiting the UAT stage.</li> </ul>

**h. Deployment**

The Contractor will deploy the modified system functionality in accordance with the approved deployment strategy and cutover plan. Deployment will include cutover, providing deployment support, issue resolution, and conducting post-deployment assessment.

**i. Objective(s):**

- a) Finalize and execute the set of activities identified in the Cutover Plan to cut over the modified NPRIS into production.

The Contractor will be responsible for the following Deployment activities and deliverables:

**Table 12. Deployment Activities and Deliverables**

Activities	Deliverables
<ul style="list-style-type: none"> <li>▪ <b>Confirm the overall readiness of NPRIS</b> to support the transferred components in production.</li> </ul>	<p><b>1) Readiness Report</b> to inform Go/No-Go decision.</p>

Activities	Deliverables
<ul style="list-style-type: none"> <li>▪ <b>Submit the final As-Built System documentation.</b></li> <li>▪ <b>Submit System and User Documentation.</b></li> <li>▪ <b>Submit updated Final Cutover Plan.</b></li> </ul>	<ul style="list-style-type: none"> <li>2) Contractor will provide <b>Final As-Built Configuration Documentation</b> of each of the delivered environments, including the results of smoke tests of those environments. Contractor will provide documentation specific to NPERS' implementation.</li> <li>3) Contractor will provide <b>System and User Documentation</b>, including functional and technical specifications, operational documentation (e.g., batch schedule, runtime procedures).</li> <li>4) Contractor will provide <b>Technical Documentation</b> of sufficient depth and clarity to enable technical personnel to understand the underlying structure and function of modified system components to troubleshoot, to perform all global and operation duties, and to plan for potential future development as needed.</li> <li>5) Contractor will provide an updated <b>Final Cutover Plan</b>.</li> </ul>
<ul style="list-style-type: none"> <li>▪ <b>Submit the Cutover Completion Report.</b></li> <li>▪ <b>Start providing Stabilization Services.</b></li> </ul>	<ul style="list-style-type: none"> <li>6) Contractor will provide a <b>Cutover Completion Report</b> that validates the full transition of modified functionality into production.</li> </ul>

i. **Transition & Post-Implementation Stabilization Support**

The Contractor will coordinate transition to NPERS' existing NPRIS support and maintenance team as it initiates production. NPERS will maintain responsibility for support and maintenance of NPRIS long-term; however, the Contractor is expected to provide support during the stabilization period, as appropriate.

Prior to deployment, the Contractor's team will develop recommendations for processes, policies, and procedures for long-term post-production support for NPERS for components configured by the Contractor.

i. **Objective(s):**

- a) Ensure all deliverables have been accepted in accordance with accepted criteria before project closeout occurs.

Upon Deployment, the Contractor will be responsible for the following Transition and Post-Implementation Stabilization Support activities and deliverables:

**Table 13. Transition & Post-Implementation Stabilization Support Deliverables and Activities**

Activities	Deliverables
<ul style="list-style-type: none"> <li>▪ <b>Complete project closeout and production readiness activities.</b> The Contractor must ensure the following have been addressed:                             <ul style="list-style-type: none"> <li>– NPERS has accepted all deliverables.</li> <li>– All outstanding issues and defects have been resolved or addressed.</li> <li>– All project artifacts have been placed in the project repository.</li> <li>– The transition has been completed to the NPERS' NPRIS support team.</li> <li>– The Contractor has transferred all necessary and appropriate information and knowledge to NPERS' NPRIS support staff.</li> </ul> </li> </ul>	<ol style="list-style-type: none"> <li>1) <b>Project Closeout Report</b> – Provides evidence that all project closeout and production readiness activities are complete:                             <ol style="list-style-type: none"> <li>a) NPERS has accepted all deliverables.</li> <li>b) All outstanding issues and defects have been resolved or addressed.</li> <li>c) All project artifacts have been placed in the project repository.</li> <li>d) The transition has been completed to the NPERS' NPRIS support team.</li> <li>e) The Contractor has transferred all necessary and appropriate information and knowledge to NPERS' NPRIS support staff.</li> </ol> </li> </ol>
<ul style="list-style-type: none"> <li>▪ <b>Post-Implementation Stabilization Services</b> - The Contractor will be responsible for providing maintenance and stabilization services once the system is in production for 12 months post-implementation.</li> </ul>	<ol style="list-style-type: none"> <li>2) <b>Monthly Stabilization Support Reports</b> – Contractor will create initial templates of monthly stabilization support reports for NPERS to verify that the reports are sufficient and accurate before the project closes; Reports will include the following:                             <ol style="list-style-type: none"> <li>a) Maintenance / Stabilization services completed per period.</li> <li>b) Maintenance / Stabilization services in progress per period.</li> <li>c) Maintenance / Stabilization services planned next period.</li> <li>d) Risks and issues.</li> </ol> </li> <li>3) <b>System Stabilization Support (12 months)</b></li> </ol>

**VI. PROPOSAL INSTRUCTIONS**

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

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

**A. PROPOSAL SUBMISSION**

**1. TITLE PAGE**

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

**2. TABLE OF CONTENTS**

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

**3. CORPORATE OVERVIEW**

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

**a. BIDDER IDENTIFICATION AND INFORMATION**

Provide a brief overview of your company, describing the history, size, mission, primary line of business, and how it is organized.

Complete the following table to provide NPERS with an overview of the bidder’s organization. If bidder will be using multiple vendors to provide any system integrator services, bidder must complete the following table for each vendor that will be actively participating in the project. Duplicate the table as needed.

**Table 14. 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 Company first organized to do business (i.e., year company was founded)	
State in which the Company is incorporated or otherwise organized to do business	
Number of years Company has been providing the Service specified in this RFP	
Most recent three (3) Fiscal Years’ revenue and net income in United States Dollars (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	



Information Requested	Response
Locations in the U.S., and total number of staff in each location	

**b. RECENT CONTRACTS**

The bidder should identify all contracts for similar services which the bidder has entered into within the past five (5) years, specifically related to retirement / pension system administration. If client confidentiality is necessary, provide descriptive information to allow NPERS to understand the type and size of client served. The bidder must indicate if these projects were completed on schedule and within budget.

NPERS reserves the right to contact any customers mentioned by the bidder for additional information.

If no recent contracts have been entered into, state "None."

**c. FINANCIAL STATEMENTS**

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

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

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

**d. CHANGE OF OWNERSHIP**

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

**e. MERGERS AND ACQUISITIONS**

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

**f. OFFICE LOCATION**

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

**g. RELATIONSHIPS WITH THE STATE**

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 STATE**

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.

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. CONTRACT PERFORMANCE**

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

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

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

**j. MANDATORY EXPERIENCE REQUIREMENTS**

To be eligible for consideration of contract award, the Contractor must meet all mandatory experience requirements as outlined in this Solicitation. A proposal must clearly demonstrate that the Contractor meets the following mandatory experience qualifications:

- i.** As of the date of publication of the RFP, the Contractor must have experience in IT programming, development, and data migration for at least three (3) public pension systems.
- ii.** As of the date of publication of the RFP, the Contractor must have at least five (5) years of experience providing IT programming, development, and data migration for public pension funds.

**k. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

Using the table below as a template, the bidder should provide references for three (3) projects completed within the last seven (7) years that showcase the bidder's experience in defining, developing, and deploying a solution / project similar to OSERS Transfer Project as described in this RFP and the scope and complexity of the OSERS Transfer Project.

References should include the following are preferred and should be highlighted in the project description, if applicable:

- i.** Use of jClarity technology platform.
- ii.** Configuring a new retirement plan into an existing system with minimal impact to code structure.
- iii.** State-level pension system experience.
- iv.** PeopleSoft data conversion experience.

The bidder must identify roles on any included reference projects that were performed by Key Project Services Team Members (as listed in Table 16: Key Project Services Team Members) proposed for the OSERS Transfer Project. In describing the reference projects, the bidder should 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 bidders.

**Table 15. Corporate Reference Table**

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	
Contract Size (approximate total cost)	
Narrative Description of the Scope of Services Provided	
Project Start Date	
Project End Date (Planned, Actual)	
Implementation Challenges and How Contractor Addressed these Challenges	
Bidder's Project Manager	
Bidder's proposed Key Implementation 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.	

**v. Staffing Requirements**

**a) Key Project Team Members**

The bidder should provide a summary of all proposed key personnel. The bidder will be responsible for providing all staff persons required to design, develop, and/or participate in the OSERS Transfer Project, and must possess the relevant background and experience to undertake this effort.

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

The bidder should provide the names, titles, locations, and brief background/biography summaries for personnel with whom NPERS would work throughout the course of the OSERS Transfer Project. The bidder should name the following in their proposal:

- 1). Senior Executive — Responsible for executive oversight with NPERS; has ultimate executive-level responsibility for the services being offered.
- 2). Project Manager – Responsible for leading the project team, will be the primary interface with the NPERS project manager, and is responsible for day-to-day management of the project, including overall performance and contract compliance. NPERS prefers that bidders propose a Project Manager with at least five (5) years of experience in managing IT projects, and as part of this experience the project manager should have led a team of at least five (5) people.
- 3). Solution/Technical Architect — Responsible for ensuring the proper OPS Retirement Plan configuration within NPERS and that data

architectures are following best practices and NPRIS existing standards, while also ensuring technical performance is stable and scalable. NPERS prefers that bidders propose a Solution/Technical Architect with at least five (5) years of experience with JClarety and at least ten (10) years of total programming experience.

- 4). Functional Lead – Responsible for managing all functional aspects of the Transfer Project such as the analysis, design, configuration, and associated testing activities with demonstrated experience working within the pension domain.
- 5). Java Developer – Responsible for performing development and configuration activities. NPERS prefers that bidders propose a Java Developer with at least a minimum of three (3) years of experience working with Java.
- 6). Data Migration Lead – Responsible for all aspects of the data conversion effort as outlined in Section V.D.3.a. Data Conversion. NPERS prefers that bidders propose a data conversion lead that has successfully completed at least two (2) data conversion projects.

The bidder should provide a staffing plan detailing the number of personnel, level, roles and responsibilities, and team reporting relationships for NPERS review and approval. The staffing plan should include elaboration of, and details related to, the following:

- 7). An organization chart/ diagram showing the proposed project team positions and reporting relationships. The chart should delineate the bidder's staff and should reflect the estimated staff count by project phase, staff level and role.
- 8). A staff / resource loaded chart for each major phase and each major work stream of the proposed plan and percent allocation.
- 9). The governance structure for Prime and Subcontractor Relationship, if applicable.
- 10). The proposed governance structure for bidder and NPERS team.
- 11). An approach for integration and interaction with the NPERS OSERS Transfer Project team members, including estimated percentage of time to be onsite. If the percentage of onsite time will fluctuate based on the phase or types of activity taking place, the 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.

Note: Key personnel are expected to lead key portions of the presentations and bidder finalist activities.

**b) Key Project Service Team Member Experience**

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

The bidder should provide an overview of the experience of each Key Project Services Team Member identified below (repeat the table below for each key team member):

- 1). Key Project Services Team Members include the Senior Executive, Project Manager, Solution / Technical Architect, Java Developer, and Data Migration Lead.

The bidder may insert additional tables to identify other roles that the bidder considers to be a Key Project Services Team Member.

**Table 16. Key Project Services Team Member Experience**

Information Requested	Response
Team Member Name	
Team Member Role	
Team Member Years of Experience in Role	

Information Requested	Response
Summary Qualifications and Experience of Team Member	
Team Member Professional Certification(s)	

**c) Key Project Services Member Resumes**

The bidder should provide resumes for all personnel proposed by the bidder to work on the project, including all Key Project Services Team Members. NPERS 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 two (2) pages each.

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. Any changes in proposed personnel shall only be implemented after written approval from NPERS.

**I. SUBCONTRACTORS**

If the bidder intends to Subcontract any part of its performance hereunder, the bidder should provide:

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

**4. TECHNICAL APPROACH**

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

**a. SOLUTION AND IMPLEMENTATION SERVICES REQUIREMENTS**

Complete and submit the Appendix A. OSERS Transfer Project Solution and Implementation Services Requirements Response Workbook according to the instructions provided in the workbook.

**b. PROJECT APPROACH AND UNDERSTANDING**

**i. Schedule and Work Plan**

The bidder should provide a project 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.

The contents should include, at a minimum, elaboration of, and details related to, the following:

- a) The method used to estimate the project level of effort and schedule, including 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.
- b) A project schedule and high-level work plan to meet the requirements and mandatory deliverables (detailed in Section VI.A.5.c Deliverables) of this solicitation, with start and end dates.
- c) 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.

**ii. Key Schedule / Work Plan Considerations**

- a) 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.
- b) Schedule milestones should correspond with the deliverables required in this RFP.
- c) The bidder must include reasonable and incremental review periods for Deliverable Expectations Document (DED) (see Section V.D.3.a Implementation Planning & Management for more information) and deliverables that allow sufficient time for both NPERS review and bidder to update deliverables based on NPERS review feedback.

- d) The bidder must clearly plan for and indicate slack / contingency in the project schedule to account for potential delays or issues.
- e) Bidder must account for the LB 147 legislative deadline and confirm ability to meet the deadline and/or raise any concerns about meeting the deadline.

iii. **Project Management Approach**

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

- a) Project Management Methodology (and compliance with Project Management Institute (PMI) standards).
- b) Communications Management Approach.
- c) Issue Resolution Methodology.
- d) Risk Management Methodology.

Identify key implementation risks and risk mitigation strategies of the project based on bidder experience.

Describe the Quality Management Approach and Methodology.

Describe the Change Control Methodology.

iv. **Project 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 project activities will be executed to optimally meet and/or exceed NPERS' requirements. The bidder's approach should demonstrate the bidder's experience, expertise, and ability to plan and complete all work required under a contract arising from this RFP.

The bidder should provide the following information:

- a) A narrative that identifies the project lifecycle approach that the bidder will apply to the project (appropriate to the scope, magnitude, and complexity of the OSERS Transfer Project).
- b) Confirm whether the development approach will be Agile or an Agile-hybrid and detail each stage of development and major activities.
- c) 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.

v. **Design & Development Strategy**

The bidder should describe the proposed requirements analysis and design approach for the OSERS Transfer Project. This information must include the bidder's approach to meeting the following activities.

This section should include, at a minimum, the following information:

- a) **Requirements Analysis Approach**
  - 1). A review of current-state artifacts, such as existing OSERS forms, letters, and reports to ensure accurate inputs and outputs are successfully transferred to NPRIS.
  - 2). An approach to conducting joint application design sessions with NPERS and other stakeholders, and how stakeholders will be exposed early on and throughout the design / development process to how the transferred functionality will look and function.
  - 3). Because an Agile approach does not rely on formal design documentation, the bidder should provide examples of how design requirements will be managed and documented (e.g., user stories or backlog).
  - 4). For an Agile approach, describe how the design / sprint process will work.
- b) **Development Approach**
  - 1). Describe any development approaches and tools used to script, code, or otherwise transfer the OPS retirement plan into NPRIS (outside of configuration) that may be necessary to meet NPERS' requirements.

- c) **Configuration Management**
  - 1). Describe the configuration management process and any actions that will be required of the NPERS / OSERS staff.
  - 2). Describe the methods for conducting configuration audits and reviews to be held during the project.
  - 3). Describe the methods for configuration release management controls between environments.
  - 4). The bidder should provide the process by which hotfixes will be applied to production. NPERS will retain total control over when hotfixes will be applied.

- d) **Data Conversion**  
Describe the strategy and level of involvement for converting data from OPS' PeopleSoft and External Tables to NPRIS and the NPERS' SQL tables.

This section should also include, at a minimum, the following information:

- 1). A description of the methodology to be used in developing data conversion specifications and the identification of any potential issues.
- 2). A description of any constraints and risks associated with data conversion for this project and how the bidder will address these to ensure a successful data conversion.
- 3). Technology and tools to be used by the bidder and/or NPERS staff.
- 4). Roles and responsibilities of bidder, OSERS, OPS and NPERS staff.
- 5). Any iterative data conversion proposed, including the proposed number of mock runs for data conversion.
- 6). The bidder should describe anticipated work sessions with NPERS and OSERS / OPS staff to validate and test the data conversion.

vi. **Test Strategy**

Define the approach and methodology to testing in order to fully test both transferred functionality, as well as the rest of NPRIS, to ensure successful transfer of OSERS and continued functionality of the other plans in NPRIS.

This section should include the following information:

- a) **Testing Methodology**  
Describe the bidder's approach to the following types of testing:
  - 1). Unit Testing (including providing unit test results to NPERS).
  - 2). System Testing.
  - 3). Functional and User Acceptance Testing.
  - 4). Regression Testing.
  - 5). Data Conversion Testing (including testing converted data as part of system testing and UAT).
- b) Describe the Test Plans to be developed by the bidder.
- c) Detail the bidder's approach to Test Scripts (including the approach to test script development and requirements traceability to ensure end-to-end and comprehensive testing).
- d) Describe the bidder's approach to Issue Management and Resolution.
- e) Describe and outline the bidder's entrance and exit criteria for each test phase (e.g., Development / Unit Test, System Test, Regression Test, UAT, Performance Test, etc.).  
Describe the roles the bidder expects to perform during each test phase, including identifying the activities for which it will be responsible.
- f) **Test Training**
  - 1). Describe the anticipated trainings and work sessions with project stakeholders to test NPRIS.

vii. **Transition and Post-Implementation Stabilization Support**

Provide the following information that NPERS can use to evaluate the bidder's knowledge of, and intended approach to, provide transition and post-production support services.

- a) **Transition**  
Describe the Production Release approach for production cutover and activities required to begin production use of the configured OPS retirement plan components. The approach must include, at a minimum, the following:

- 1). Key activities.
  - 2). Critical success factors.
  - 3). Roles and responsibilities (for both the bidder and NPERS).
  - 4). Acceptance criteria.
- b) List and describe the documentation the bidder will provide, including the formats in which the documentation will be made available.
  - c) Describe how the design / development documentation will be updated by the bidder over time.
  - d) Maintenance & Operations for Post-Implementation Stabilization Support (first 12 months post-implementation)
    - 1). Describe the bidder's approach and methodology to providing 12 months of post-implementation stabilization support services, including maintenance of the solution, technical support, and other related support activities.

**c. DELIVERABLES**

The deliverables listed in the table below, and detailed in Section V.D.3 Implementation Services of this RFP, are required for the Project.

Following each invoice deliverable below, provide a response in which you describe the approach you propose to use to develop the invoice deliverable, including your understanding of the deliverable and how you plan to achieve success (do not repeat the information provided in the RFP).

**Table 17. Invoice Milestones and Deliverables**

Milestones	ID No.	Deliverables
<b>Implementation Planning &amp; Management</b>	1	Project Management Plan <ul style="list-style-type: none"> <li>▪ Risk &amp; Issue Management Plan &amp; Logs</li> <li>▪ Integrated Change Management Plan</li> </ul>
	2	Project Status Reports
	3	Deployment Plan
	4	Baseline Project Schedule and Work Plan
	5	Solution Environment & Configuration Management Plan
	6	Deliverable Expectations Document(s)
<b>Requirements Review and Confirmation</b>	7	Requirements Traceability Matrix (RTM)
	8	Technical Fit Gap Analysis
	9	Functional Fit Gap Analysis
	10	Requirements Validation Document
<b>Design</b>	11	System Design Document
	12	Solution Implementation Plan <ul style="list-style-type: none"> <li>▪ Security Plan</li> <li>▪ Infrastructure Services Plan</li> </ul>
<b>Development &amp; Configuration</b>	13	Role to Position Mapping Document
	14	Cutover Plan
	15	System Configuration
<b>Data Conversion</b>	16	Data Conversion Strategy
	17	Data Conversion Plan
	18	Data Mapping and Conversion
<b>Letters, Forms, &amp; Reports</b>	19	Letters, Forms, and Report Specification Documents
	20	Letters, Forms, and Report Development



<b>Milestones</b>	<b>ID No.</b>	<b>Deliverables</b>
<b>Testing</b>	<b>21</b>	Test Management Strategy
	<b>22</b>	Test Plan
	<b>23</b>	Test Scripts
	<b>24</b>	Test Data
	<b>25</b>	Final System, Regression, Performance/Stress and Security/Intrusion Testing Results
	<b>26</b>	UAT Script Development Support
	<b>27</b>	UAT Execution Support
	<b>28</b>	UAT Results
<b>Deployment</b>	<b>31</b>	Readiness Report
	<b>32</b>	Updated artifacts from the implementation for production
	<b>31</b>	Final Technical Documentation
	<b>32</b>	Final As Built Configuration Documentation
	<b>33</b>	Updated Cutover Plan and Schedule
	<b>34</b>	Cutover Completion Report
<b>Transition &amp; Post-Implementation Stabilization Support</b>	<b>35</b>	Project Closeout Report
	<b>36</b>	Monthly Stabilization Support Reports
	<b>37</b>	System Stabilization Support (12 Months)
	<b>38</b>	Final Acceptance Document

**Form A**  
**Bidder Proposal Point of Contact**  
**Request for Proposal Number 6720 Z1**

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

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

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

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

# REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

## BIDDER MUST COMPLETE THE FOLLOWING

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

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

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

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

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

### FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

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