

State of Nebraska
REQUEST FOR PROPOSAL FOR
CONTRACTUAL SERVICES FORM

RETURN TO:
 Nebraska Department of Education
 500 S. 84th Street
 2nd Floor
 Lincoln, NE 68510-2611
 Phone: (402) 471-2295

SOLICITATION NUMBER	RELEASE DATE
NDERFP2111	November 4, 2021
OPENING DATE AND TIME	PROCUREMENT CONTACT
December 23, 3:00 p.m. Central Time	Kristin Yates

This form is part of the specification package and must be signed and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Department of Education, is issuing this Request for Proposal, NDERFP2111, for the purpose of selecting a qualified Contractor for the development and implementation of a cross-agency, Early Childhood Integrated Data System (ECIDS).

Questions regarding the content of this Request for Proposal are due no later than November 22, 2021 and should be submitted via e-mail to nde.ecids@nebraska.gov. Email is to be titled: "NDERFP2111".

Bidder should electronically submit one (1) original of the entire proposal (in PDF format) to nde.ecids@nebraska.gov. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Proposals must be received in the Nebraska Department of Education by the date and time of proposal opening indicated above. No late proposals will be accepted. No fax, voice, or telephone proposals will be accepted.
2. The form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <https://das.nebraska.gov/materiel/bidopps.html> and at <http://www.education.ne.gov>.
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions (see Section III) and certifies that bidder maintains a drug free workplace environment.

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

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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 added or deleted.

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

Agent: A person authorized by a superior or organization to act on their behalf.

Amend: To alter or change by adding, subtracting, or substituting. A contract can be amended only by the parties participating in the contract. A written contract can only be amended in writing.

Amendment: Written correction or alteration.

API: Application Programming Interface

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

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Best and Final Offer (BAFO): A second-stage bid in a public procurement for services.

Bid: The executed document submitted by a bidder in response to a Request for Proposal.

Bid Bond: A bond given by a surety on behalf of the bidder to ensure that the bidder will enter into the contract as bid and is retained by the State from the date of the bid opening to the date of contract signing.

Bidder: Any person or entity submitting a competitive bid response to a solicitation.

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

Business Day: Any weekday, excepting public holidays recognized by the State of Nebraska.

Calendar Day: Every day shown on the calendar; Saturdays, Sundays and State/Federal holidays included. Not to be confused with "Workday".

Child Care and Development Fund (CCDF): federal and state partnership program (over \$5 billion in federal funding) authorized under the Child Care and Development Block Grant Act (CCDBG) and

administered by states, territories, and tribes with funding and support from the Administration for Children and Families' Office of Child Care. States use CCDF to provide financial assistance to low-income families to access child care so they can work or attend a job training or educational program.

Cloud Storage: a computing model in which data is transmitted and stored on remote storage systems, where it is maintained, managed, backed up and made available to users over a network.

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

Competition: The process by which two or more vendors vie to secure the business of a purchaser by offering the most favorable terms as to price, quality, delivery and/or service.

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 provide.

Contract: An agreement between two or more persons to perform a specific act or acts.

Contract Administration: The Management of various facets of contracts to assure that the contractor's total performance is in accordance with the contractual commitments and obligations to the purchaser are fulfilled.

Contract Management: Includes reviewing and approving of changes, executing renewals, handling disciplinary actions, adding additional users, and any other form of action that could change the contract.

Contractor: Any person or entity that supplies goods and/or services.

Conversion Period: A period of time not to exceed six (6) months, during which the State converts to a new Operating System under "Conversion" as per this RFP.

Copyright: A grant to a writer/artist that recognizes sole authorship/creation of a work and protects the creator's interest(s) therein.

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.

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.

Data Dictionary: A centralized repository of information about data such as meaning, relationships to other data, origin, usage, and format.

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

Deviation: Any proposed change(s) or alteration(s) to either the contractual language or deliverables within the scope of this Request for Proposal.

DHHS: The Nebraska Department of Health and Human Services.

Distinct Count: The number of distinct children being served by a program or a set of early childhood programs and/or services within a specified geographic area over a given time period.

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.

Early childhood: the period of a child's life from birth to 8 years old.

ECCE: Early childhood care and education; the holistic development of a child's social, emotional, cognitive and physical needs in order to build a solid and broad foundation for lifelong learning and wellbeing.

ECIDS: A cross-agency, Early Childhood Integrated Data System that combines, secures, and reports information from a variety of early learning services and programs, including data related to children and families served by early childhood programs, members of the workforce, and the characteristics of the program or services.

Equal Access: the availability of opportunity without discrimination on the basis of sex, race/ethnicity, or other factors.

Evaluation Committee: A committee (or committees) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals.

Evaluation of Proposal: The process of examining a proposal after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the proposal that relate to determination of the successful bidder.

Extension: A provision, or exercise of a provision, of a contract that allows a continuance of the contract (at the option of the State of Nebraska) for an additional time according to contract conditions. Not to be confused with "Renewals."

FERPA: Family Education Rights and Privacy Act; Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

F.O.B. Destination: Free on Board. The delivery charges have been included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation is a corporation that was formed (i.e. incorporated) in another state but transacting business in Nebraska pursuant to a certificate of authority issued by the Nebraska Secretary of State.

Head Start/Early Head Start: A program of the United States Department of Health and Human Services that provides comprehensive early childhood education, health, nutrition, and parent involvement services to low-income children and families.

HIPAA: Health Insurance Portability and Accountability Act of 1996; Federal law that required the creation of national standards to protect sensitive patient health information from being disclosed without the patient's consent or knowledge.

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

KPIs: Key performance indicators; quantifiable measures of performance for a specific objective over time.

Late Proposal: A proposal received at the place specified in the solicitation after the date and time designated for all proposals to be received.

Licensed Software: Any and all software and documentation by which the State acquires or is granted any rights under this contract.

May: Denotes discretion.

Mandatory: Required, compulsory or obligatory.

Metadata: Data that provides information about other data.

Microsoft Azure: Cloud computing service created by Microsoft for building, testing, deploying, and managing applications and services through Microsoft-managed data centers.

Microsoft Power BI: Business analytics service that provides interactive visualizations and business intelligence capabilities, allowing users to create their own dashboards or reports.

Mixed Delivery System (MDS): An array of services and providers that support children's social, emotional, cognitive, and physical development to build a solid foundation for lifelong learning and well-being. In order to holistically support a child's needs, the mixed delivery system is composed of an integrated network of services across two broad domains: early childhood care and education (ECCE) and essential services for early childhood development.

Module: A collection of routines and data structures that perform a specific function of the Licensed Software.

Must: Denotes the imperative, required, compulsory or obligatory.

Opening Date: Specified date and time for the public opening of received, labeled and sealed formal proposals. Not to be confused with "Release Date".

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: Acquiring computing or related services from a source outside of the State of Nebraska which may include programming and/or executing the State's Licensed Software on the

State's CPU's, programming, and/or executing the State's programs and Licensed Software on the contractor's CPU's or any mix thereof.

Outsourcing Company: A company that provides Outsourcing Services under contract to the State.

Panels: Multi-dimensional data involving measurements over time.

Performance Bond: A bond given by a surety on behalf of the contractor to ensure the timely and proper (in sole estimation of the State) performance of a 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.

Pre-school Development Grant (PDG): Grant, established in 2019 by the federal government to encourage more efficient use of federal, local, and private resources to align and strengthen the delivery of existing early childhood services.

Product: A module, a system, or any other software-related item provided by the contractor to the State.

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 RFP, plus any additional programs and products licensed by the State under this contract for use by the State.

Project: The total of all software, documentation, and services to be provided by the contractor under this contract.

Project Charter: A formal document that describes a project's objectives, scope, and responsibilities.

Project Manager (PM): Someone with a PMP certification responsible for planning, procurement, and execution of a project.

Proposal: The executed document submitted by a bidder in response to a Request for Proposal.

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 serve 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) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Protest: A complaint about a governmental action or decision related to a Request for Proposal or the resultant contract, brought by a prospective bidder, a bidder, a contractor, or other interested party to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening proposals, conducted at the time and place specified in the Request for Proposal, and in the presence of anyone who wishes 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: Date of release of the Request for Proposal to the public for submission of proposal responses. Not to be confused with "Opening Date".

Renewal: Continuance of a contract for an additional term after a formal signing by the parties.

Representative: Includes an agent, an officer of a corporation or association, a trustee, executor or administrator of an estate, or any other person legally empowered to act for another.

Request for Proposal (RFP): All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals.

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

Responsive Bidder: A bidder who has submitted a bid which conforms in all respects to the solicitation document.

SLDS: Statewide Longitudinal Data System designed to help districts, schools, and teachers make informed, data-driven decisions to improve student learning.

Shall: Denotes the imperative, required, compulsory or obligatory.

Should: Indicates an expectation.

Solicitation: The process of notifying prospective bidders or offerors that the State of Nebraska wishes to receive proposals for furnishing services. The process may consist of public advertising, posting notices, or mailing Request for Proposals and/or Request for Proposal announcement letter to prospective bidders, or all of these.

Solicitation Document: Request for Proposal.

Specifications: The information provided by or on behalf of the contractor that fully describes the capabilities and functionality of the Licensed Software as set forth in any material provided by the contractor, including the documentation and User's Manuals described herein.

System: 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. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Trademark: A distinguishing sign, symbol, mark, word, or arrangement of words in the form of a label or other indication, that is adopted and used by a manufacturer or distributor to designate its particular goods and which no other person has the legal right to use.

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, 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)).

Upgrade: Any improvement or change in the Software that improves or alters its basic function.

Use case: a specific situation in which a product, service, or data could potentially be used.

Vendor: An actual or potential contractor; a contractor.

Web Content Accessibility Guidelines (WCAG 2.0 AA): series of web accessibility guidelines published by the Web Accessibility Initiative of the World Wide Web Consortium, the main international standards organization for the Internet.

Will: Denotes the imperative, required, compulsory or obligatory.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Department of Education, is issuing this Request for Proposal, RFP Number NDERFP2111 for the purpose of selecting a qualified Contractor the development and implementation of a cross-agency, Early Childhood Integrated Data System (ECIDS).

A contract resulting from this Request for Proposal will commence upon execution of the contract by the State and the Contractor. The initial contract shall end April 29, 2022 and renew effective April 30, 2022 upon approval of the non-competitive, Year 3 funding for Nebraska's Preschool Development Birth Through Five (PDG B-5) Grant. This subsequent contract period shall commence on April 30, 2022 and be effective through April 29, 2023. The Contract includes the option to renegotiate and renew for (2) additional 1-year maintenance, support and improvement periods upon mutual agreement of the Parties and availability of funding.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: <https://das.nebraska.gov/materiel/bidopps.html> and at <http://www.education.ne.gov>

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
1.	Release Request for Proposal on NDE website http://www.education.ne.gov and https://das.nebraska.gov/materiel/bidopps.html	November 4, 2021
2.	Last day to submit questions	November 22, 2021
3.	State responds to questions posted to the Internet at http://www.education.ne.gov and https://das.nebraska.gov/materiel/bidopps.html	December 7, 2021
4.	Last day to submit "Letter of Intent To Bid"	December 8, 2021
5.	PROPOSALS DUE – late proposals will not be accepted and will be returned unopened to Bidder.	December 23, 2021 2:59 p.m. Central Time
6.	Proposal opening location: Proposals will be opened virtually via Zoom. Link will be posted on http://www.education.ne.gov and https://das.nebraska.gov/materiel/bidopps.html	December 23, 2021 3:00 p.m. Central Time
7.	Evaluation period	December 23, 2021 thru January 28, 2022
8.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	January 24/25, 2022
9.	Post "Letter of Intent to Contract" to Internet Http://www.education.ne.gov and https://das.nebraska.gov/materiel/bidopps.html	February 2022 or when State Board approves
10.	Contract finalization period	February 2022
11.	Contract award	March 2022
12.	Contractor start date	March 2022

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the Nebraska Department of Education. The point of contact for the procurement is as follows:

Name: Kristin Yates
Agency: Nebraska Department of Education
Address: 500 S. 84th Street
2nd Floor
Lincoln, NE 68510-2611
Telephone: (402) 471-2295
E-Mail: nde.ecids@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified Contractors who will be responsible for developing and implementing a cloud-based solution for the Early Childhood Integrated Data system (ECIDS). Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

C. COMMUNICATION WITH STATE STAFF

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the contractor, contact regarding this project between potential contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal.

Once a contractor is preliminarily selected, as documented in the intent to contract, that contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. contacts made pursuant to any pre-existing contracts or obligations; and

3. state-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder’s proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

D. NOTIFICATION OF INTENT TO BID

Bidders should e-mail “Notification of Intent to Bid Form” that accompanies this document (see Form B) to the contact person shown on the cover page of the Request For Proposal Form. This form should be filled out in its entirety and returned no later than the date shown in the Schedule of Events. Email to be titled “Intent to Bid NDERFP2111” and sent to nde.ecids@nebraska.gov.

A list of contractors who submitted a Notification of Intent to Bid will be provided through an addendum to be posted on the internet at the website addresses below: <http://www.education.ne.gov> and <https://das.nebraska.gov/materiel/bidopps.html> on or after the date shown in the Schedule of Events.

E. QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any Request for Proposal provision must be submitted via e-mail to nde.ecids@nebraska.gov at the Nebraska Department of Education and clearly titled “NDERFP2111”. The State is not obligated to respond to questions that are received late per the Schedule of Events. Answers will be provided through an addendum to be posted on the Internet at: <http://www.education.ne.gov> and <https://das.nebraska.gov/materiel/bidopps.html>.

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

Solicitation Section Reference	Solicitation Page Number	Question

F. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. Not all bidders may have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. 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 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. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

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

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

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.

G. SUBMISSION OF PROPOSALS

The following describes the requirements related to proposal submission, proposal handling and review by the State.

To facilitate the proposal evaluation process, one (1) original, submitted in PDF format of the entire proposal should be submitted to nde.ecids@nebraska.gov on or before the date listed in the Schedule of Events. If the file exceeds the maximum file size for email correspondence, bidders may contact nde.ecids@nebraska.gov for a link to upload the proposal files. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials, if applicable. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section QQ., Proprietary Information. Proposal responses should include the completed **Form A, Bidder Contact Sheet**. Proposals must reference the request for proposal number and be sent to the specified email address. The request for proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposals are presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

The Technical and Cost Proposals should be presented in separate sections. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered consecutively and referenced in the text by that number. They should be placed as close as possible to the referencing text.

H. PROPOSAL OPENING

The proposals will be publicly opened and the bidding entities announced on the date, time and location shown in the Schedule of Events. Proposals will be available for viewing by those present after the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the opening date.

I. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. The State is not responsible for proposals that are late or lost due to technical difficulties.

J. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

K. EVALUATION OF PROPOSALS

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible 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. The Executive Summary:
 - a. Understanding the State's needs.
 - b. Clear overview of proposed services.
 - c. Understanding of the nature and scope of the work involved.
2. Corporate Overview:
 - a. The ability, capacity and skill of the bidder to deliver and implement the system that meets the requirements of this Request for Proposal.
 - b. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - c. The competency of the professional personnel who will be assigned by the Contractor to provide services during the contract. Qualifications of professional personnel will be evaluated by education level and relevant experience.
3. Technical Approach:
 - a. Sufficient specificity for the Scope of Work to demonstrate understanding of the requirements and tasks involved.
 - b. Clear overview of proposed services.
 - c. Detailed capacity to reasonably meet all requirements within proposed timelines.
 - d. Efficient communication, management and operation of the system.
 - e. Demonstrates coordination and integration of all of the components of ECIDS.
4. Cost Proposal:
 - a. Costs are clear and sufficiently detailed.
 - b. Costs are reasonable and justified.
 - c. Proposal provides maximum value for least cost.
 - d. Costs are provided for enhancements or optional activities.
5. Overall:
 - a. Proposal clearly indicates that bidder has the capacity can meet the requirements within the specified time frame.
 - b. Successful experience providing similar services at a similar scale.
 - c. Evidence of existing customer satisfaction.
 - d. Evidence of responsiveness to state and partner needs.
 - e. Overall quality of proposal.

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the Internet at: <https://das.nebraska.gov/materiel/bidopps.html>. Evaluation criteria will not be released prior to the proposal opening.

L. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee. The committee will consist of evaluators with the appropriate expertise to conduct such proposal evaluations. Names of the Evaluation Committee will not become public information.

Prior to award bidders are advised that only the point of contact indicated on the front cover of this Request For Proposal For Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal.

M. MANDATORY REQUIREMENTS

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Signed Request For Proposal For Contractual Services form;
2. Executive Summary;
3. Corporate Overview;
4. Technical Proposal; and
5. Cost Proposal.

N. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks and negative references may eliminate bidders from consideration for award.

O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders are expected to comply with any statutory registration requirements. It is the responsibility of the bidder who is the recipient of an Intent to Award to comply with any statutory registration requirements pertaining to types of business entities (e.g. a foreign or Nebraska corporation, non-resident contractor, limited partnership, or other type of business entity). The bidder who is the recipient of Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its registration certificate, or, in the case registration is not required, to provide the reason as to why none is required. This must be accomplished prior to the award of contract.

P. VIOLATION OF TERMS AND CONDITIONS

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

1. rejection of a bidder's proposal;
2. 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.

III. TERMS AND CONDITIONS

By signing the "Request for Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions and certifies bidder maintains a drug free workplace environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal.

A. GENERAL

Accept
& Initial

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. the signed Request For Proposal form;
2. the original Request for Proposal document;
3. any Request for Proposal addenda and/or amendments to include questions and answers;
4. the contractor's proposal;
5. any contract amendments, in order of significance; and
6. contract award.

Unless otherwise specifically stated in a 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) the contract award, 2) contract amendments with the latest dated amendment having the highest priority, 3) Request for Proposal addenda and/or amendments with the latest dated amendment having the highest priority, 4) the original Request for Proposal, 5) the signed Request For Proposal form, 6) the contractor's proposal.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

Accept & Initial

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once an intent to award decision has been determined, it will be posted to the Internet at: <http://www.education.ne.gov> and <https://das.nebraska.gov/materiel/bidopps.html>

Grievance and protest procedure is available on the Internet at: [https://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors%20\(2\).pdf](https://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors%20(2).pdf). Any protests must be filed by a vendor within (10) calendar days after the intent to award decision is posted to the Internet.

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

Accept & Initial

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 or privileges of employment because of race, color, religion, sex, disability, 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 services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

Accept & Initial

The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

Accept & Initial

The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor pursuant to this contract.

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

Accept
& Initial

The contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder, and such insurance has been approved by the State. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the State (or contractor). Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

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.

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. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

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 the 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 an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

b. COMMERCIAL GENERAL LIABILITY

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

c. COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage	\$1,000,000 combined single limit
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d. UMBRELLA/EXCESS LIABILITY

Over primary insurance	\$1,000,000 per occurrence
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4. EVIDENCE OF COVERAGE

The contractor shall furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements, which shall be submitted to the Nebraska Department of Education, 500 S 84th St 2nd Floor, Lincoln, NE 68510 email nde.ecids@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.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services Risk Management when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

Accept
& Initial

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.
2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

H. INDEPENDENT CONTRACTOR

Accept
& Initial

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any

compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

Accept
& Initial

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the contract, without the prior written authorization of the State. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

Accept
& Initial

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

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

In respect to its employees, the contractor agrees to be responsible for the following:

1. any and all 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 and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the contractor's employees.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

Accept
& Initial

The contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

L. CONFLICT OF INTEREST

Accept
& Initial

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

M. PROPOSAL PREPARATION COSTS

Accept
& Initial

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations, or oral presentations, or in any other activity related to bidding on this Request for Proposal.

N. ERRORS AND OMISSIONS

Accept
& Initial

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

O. BEGINNING OF WORK

Accept
& Initial

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

P. ASSIGNMENT BY THE STATE

Accept
& Initial

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Q. ASSIGNMENT BY THE CONTRACTOR

Accept
& Initial

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Accept
& Initial

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal 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 conflict with the basic nature of the Request for Proposal or mandatory requirements. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

S. GOVERNING LAW

Accept
& Initial

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

T. ATTORNEY'S FEES

Accept
& Initial

In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

U. ADVERTISING

Accept
& Initial

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 services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

V. STATE PROPERTY

Accept
& Initial

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.

W. SITE RULES AND REGULATIONS

Accept
& Initial

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 between the State and the contractor.

X. NOTIFICATION

Accept
& Initial

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II, A. Procuring Office and Contact Person of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests or other communications shall be communicated via email.
2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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.

For the duration of the contract, all communication between contractor and the State regarding the contract shall take place between the contractor and individuals specified by the State in writing. Communication about the contract between contractor and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

The contract may be terminated as follows:

Accept
& Initial

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 30 days 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 cancellation 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) 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;
 - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest

Accept
& Initial

of the State in any related equipment will terminate. 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.

AA. BREACH BY CONTRACTOR

Accept
& Initial

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered via email. Allowing the contractor time to cure a failure or breach of contract does not waive the State's 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.

BB. ASSURANCES BEFORE BREACH

Accept
& Initial

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

CC. PENALTY

Accept
& Initial

In the event that the contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the contractor, without penalty, until such failure is cured or otherwise adjudicated. Failure to meet the dates stipulated in the contract for the deliverables may result in an assessment of penalty due the State of \$100.00 dollars per day, until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

DD. RETAINAGE

Accept
& Initial

The State may 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 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.

EE. BID BOND

Accept
& Initial

A bid bond is not required.

FF. PERFORMANCE BOND

Accept
& Initial

The selected contractor may be required to supply a certified 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 certified check or bond must be five percent (5%) of the contract amount or an established dollar amount (\$15,000). The check or bond, if required, will guarantee that the selected contractor will faithfully perform all requirements, terms and conditions of the contract. 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 certified check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

GG. FORCE MAJEURE

Accept
& Initial

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

HH. PROHIBITION AGAINST ADVANCE PAYMENT

Accept
& Initial

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

II. PAYMENT

Accept
& Initial

State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). 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 services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.

JJ. INVOICES

Accept
& Initial

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

KK. AUDIT REQUIREMENTS

Accept
& Initial

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

LL. TAXES

Accept
& Initial

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a state-owned facility is the responsibility of the contractor.

MM. INSPECTION AND APPROVAL

Accept
& Initial

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.

NN. CHANGES IN SCOPE/CHANGE ORDERS

Accept
& Initial

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s)).

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contractor's proposal.

Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

OO. SEVERABILITY

Accept
& Initial

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 particular provision held to be invalid.

PP. CONFIDENTIALITY

Accept
& Initial

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the contractor to inform its 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 to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, 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.

QQ. PROPRIETARY INFORMATION

Accept
& Initial

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All proprietary information the bidder wishes the State to withhold must be submitted in via email in a single file which is separate from the remainder of the proposal. The separate file must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. 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 serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

RR. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept
& Initial

By submission of this proposal, the bidder certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

SS. PRICES

Accept
& Initial

All prices, costs, terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified are as low as and no higher than prices which the contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the contractor may charge under the terms of the contract, do not and will not violate any existing federal, state or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

TT. BEST AND FINAL OFFER

Accept
& Initial

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

UU. ETHICS IN PUBLIC CONTRACTING

Accept
& Initial

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator or employee based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

VV. INDEMNIFICATION

Accept
& Initial

1. GENERAL

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) 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 (“the claims”), sustained or asserted against the State, 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, 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 RFP.

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 provided by the contractor.

WW. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Contractor shall review the Nebraska Technology Access Standards, found at <https://nitc.nebraska.gov> and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor’s performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

Accept
& Initial

XX. ANTITRUST

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.

Accept
& Initial

YY. DISASTER RECOVERY/BACK UP PLAN

Accept
& Initial

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

ZZ. TIME IS OF THE ESSENCE

Accept
& Initial

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

AAA. RECYCLING

Accept
& Initial

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §81-15, 159).

BBB. DRUG POLICY

Accept
& Initial

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

CCC. NEW EMPLOYEE WORK ELIGIBILITY STATUS

Accept
& Initial

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new 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 a newly hired 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 <https://das.nebraska.gov/materiel/sites/purchasing.html>.
2. 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.
3. 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.

DDD. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

The contractor, by signature to this RFP, certifies that the contractor is not presently debarred,

Accept& Initial

suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

The Nebraska Department of Education (NDE)'s Office of Data Management and Application Development (DMAD) under the Information, Data, and Technology section, is seeking proposals from qualified vendors for the development and implementation of a cross-agency, Early Childhood Integrated Data System (ECIDS).

Early childhood programs in Nebraska are managed across two state agencies and various community organizations, each having separate data systems that were developed and are managed independently. Individual agency data systems typically have the ability to track services for individual children, have some capacity to track training and credentials by providers, and are able to connect children to individual program sites. At this time, however, Nebraska lacks the infrastructure for comprehensive cross-agency data connection.

A common approach to linking early childhood data is through an ECIDS. Generally, an ECIDS combines, secures, and reports information from a variety of early learning services and programs, including data related to children and families served by early childhood programs, members of the workforce, and the characteristics of the program or services.

In May of 2020, The National Department of Health and Human Services, Administration for Children and Families, notified The Nebraska Department of Health and Human Services (DHHS) that a three-year award for Preschool Development Grant Birth-Five (PDG B-5) Renewal Grant was made. This award builds on the successful implementation of the Preschool Development Grant in 2019, whose purpose was to encourage more efficient use of federal, local, and private resources to align and strengthen the delivery of existing early childhood services. The grant was written and awarded with the development of an ECIDS being one of the major activities.

As part of the ECIDS Year 1 planning process, a comprehensive Data Landscape Analysis was conducted to identify the major existing data systems supporting families and their birth to 5 children, understand the landscape of these systems as they fit into the envisioned mixed-delivery system, analyze the topology of those systems to identify the sources of data to meet the prioritized use cases, and identify the major gaps in data sources and uses that will need to be filled. In addition to the landscape analysis, two other planning documents were created, a Use Case Analysis and an ECIDS Architectural Analysis.

The purpose of the Use Case Analysis was to discover the use cases and data needs to inform the development of a future state ECIDS that can support an integrated early childhood care and education (ECCE) mixed delivery system that unifies the activities of communities, regions and the state. The purpose of the Architectural Analysis was to synthesize the capability requirements from the Use Case analysis with the data requirements identified in the Data Landscape document to propose a strawman architecture for ECIDS.

The result of these planning efforts are three prioritized use cases. The use cases will be the initial priority of ECIDS and will be the focus for project planning and management, including system design, architecture and implementation. The use cases are as follows:

Use Case #1: Distinct count of children receiving services in the B-5 mixed delivery system.

Description: A distinct count is the number of distinct children being served by a program or set of programs and/or services within a specified geographic area over a given period of time.

Specifically, this use case would answer the following:

- How many children are being served by only one Nebraska B-5 mixed delivery system program?
- How many children are being served simultaneously by two or more Nebraska B-5 mixed delivery system programs and what are the combinations of those services?

In addition, the ability to calculate a distinct count is the foundation of the analytics to address additional short- and long-term practice, policy, and research-related use cases, such as:

- Identify evidenced-based practices, promising interventions, and quality ECCE programs to inform continuous improvement professional development in order to close disparities in outcomes for targeted populations and inform policies that can affect outcomes.
- Compare needs for a specific locale to available EC services in order to identify service gaps and early learning access deserts to guide and prioritize service expansion and personnel and resource allocation
- Focus on the holistic view of the child and family to better optimize, collaborate, refer, and coordinate services.

Through the PDG, Nebraska is expected to make significant progress towards calculating a distinct count across our MDS. Annually, we are required to report progress on our “Plans to develop the capability to track and produce distinct (unduplicated counts) of children, families, and/or providers across your state’s PDG B-5 MDS.” An SLDS Issue Brief on ‘The Value of Having a Distinct Count’ can be accessed here:

https://childcareta.acf.hhs.gov/sites/default/files/public/slds_issue_brief_a_primer_on_distinct_count_of_children.pdf

Use Case #2: Equal access to full-day, year-round, high-quality early care and education for children regardless of the setting or family income.

Description: Quality early care and education environments nurture the cognitive and social-emotional development of young children and support their parents’ ability to pursue education and career. The Child Care and Development Fund (CCDF) program provides funding to states to enhance the quality of childcare and enable low-income parents to work or pursue education and training so they can better support their families while at the same time promoting the learning and development of their children. Specifically, the CCDF regulations require states to “ensure that families receiving CCDF funding have the opportunity to choose from the full-range of eligible childcare settings and must provide families with equal access to childcare that is comparable to that of non-CCDF families” (2022-2024 CCDF State Plan Preprint).

This use case would address the following questions:

- What proportion of children have access to full-day, year-round, high-quality early care and education? Does access differ by age, income, geography, disability, or race/ethnicity?
- To what extent does the current funding environment ensure fully funded, equal access?
- Of the eligible population, what percentage of children are receiving CCDF subsidy?
- What proportion of children receiving CCDF subsidy are cared for in quality environments and how does this compare to non-CCDF children?
- How has the proportion of children receiving CCDF subsidy who are cared for in quality environments changed over time?

Use Case #3: Head Start/ECIDS Pilot Project

Description: The Nebraska ECIDS team is working with Head Start leadership to develop a pilot to enhance the ability of Nebraska Head Start professionals to access and use data for decision making, continuous improvement, and demonstrating program success through the integration of relevant data sources and development of appropriate technologies. An initial task of the pilot is to collaboratively identify priority use cases and data needs through a systematic stakeholder engagement process. Although the specific questions to be addressed by the pilot are still to be determined, potential use cases may include, but are not limited by the following:

- Understanding the eligible population and where there are gaps in services.
- Understanding patterns of progress for HS/EHS enrollees, including information on how children served in their program are doing as they move to kindergarten and beyond
- Examining benchmarks and annual trends to inform instruction and streamline reporting requirements.

B. PROJECT ENVIRONMENT

1. AGENCY

Nebraska's early childhood programs are primarily administered by two state agencies, NDE and DHHS, in addition to various local and community-based programs and services. NDE IT is managed by the Information, Data and Technology section of NDE and is responsible for the operations and development of the Department's Technology projects.

2. CURRENT DATA ENVIRONMENT

The data governed by the ECIDS will primarily be provided by the following state agencies – NDE and DHHS—and will address the key policy and program questions set forth by the executive leaders of both agencies. Other non-governmental data contributors are also expected to participate in ECIDS. The data landscape for ECIDS covers a broad range of data from a myriad of sources in order to meet the priority use cases. Where state systems at DHHS and NDE house significant amounts of data, there is generally a gap in community-based data systems that needs to be filled. DHHS has several source systems having data about children and their families, capturing prenatal and birth records and recording family data from the variety of services and public assistance programs they offer. DHHS has current and historical care management data regarding the various services and public assistance that are received by the child and the family. Similarly, the same class of data is often captured by the larger and more formalized community service providers. However, these providers outside of DHHS do not have access to see what DHHS services a child or family are also receiving or vice versa. Moreover, there are community service providers that do not have appropriate systems to capture, manage and report this data. ECCE Programs in schools managed by NDE, at Early Head Start facilities, and at licensed centers collect data on the family and children served, their enrollments and the program services that are provided to children, and child development screenings and assessments. However, smaller centers and unlicensed home-based caregivers do not have the same level of sophisticated systems to capture, manage and report this data. The NDE NECPRS system is the central source for the state's Step Up to Quality (SUTQ) program, for the quality ratings of ECCE programs, for assistance provided programs, and for professional development offered to providers. Child and family health records are kept in the Health Information Systems used by the various centers, clinic and private health care providers.

4. **STATE AND FEDERAL REQUIREMENTS**

Bidder will ensure that all materials, processes, and procedures used under this contract meet relevant State and Federal Legal requirements, including requirements under the Every Student Succeeds Act (ESSA), the U.S. Department of Education Peer Review of State Assessment Systems, Non-Regulatory Guidance for States for Meetings Requirements of the Elementary and Secondary Act of 1965, as amended (2015), the Family Educational Rights and Privacy Act (FERPA), Neb. Rev. Stat. 79-2, 104, the state and federal laws concerning children’s online privacy protection, and the Individuals with Disabilities Education Act (IDEA). The Nebraska Department of Health and Human Services “DHHS” and those Agencies inclusive of health care facilities and medical assistance programs that are affiliated under the common control of the Health and Human Services Act, are required by federal law to maintain the privacy of Protected Health Information and to provide notice of its legal duties and privacy practices with respect to Protected Health Information and consistent with the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Throughout the life of the contract, and any extensions, bidder will communicate to the State when it concludes that the program is no longer meeting State and Federal requirements and will provide corrective options to the State for consideration.

C. SYSTEM REQUIREMENTS

Bidders must explain in sufficient detail how the bidder will satisfy the Department of Education’s system requirements described below and in Attachment A, Requirements Matrix. If subcontractors will be used for any of the tasks, bidders must indicate what tasks and the percentage of time subcontractor(s) will spend on those tasks.

NDE is eager to implement a solution with common components that work well together and avoid extensive manual integration and intervention. NDE wants to avoid solutions with a large number of complex third (3rd) party products that cannot be successfully implemented or supported. Since a cost-effective, successful implementation is one of the project’s ultimate goals, implementation of functionality must be based on products and components that work well together and are proven in other implementations.

The successful bidder will have a common product set that does not overly complicate, and yet provides for efficient operations and minimizes total cost of ownership. As well, the solution must be easily maintainable. Bidders are encouraged to offer software and related hardware products that accomplish the functionality objectives and align with the project goals and objectives.

Bidders must describe how their proposed solution aligns and physically implements the functionality as identified within the RFP. Where appropriate, bidders are encouraged to describe how their proposed solution provides added value to the requirements.

1. **COMPUTING AND HOSTING PLATFORM**

- a. NDE is currently a Microsoft .NET/.NET Core and C# centric environment. The proposed solution should target a .NET Core/Angular technology stack with SQL data storage running entirely in the Microsoft Azure cloud environment.

2. **SYSTEM/APPLICATION SECURITY**

- a. Existing Federal and State data sharing and security agreements will need to be followed. Role based access will need to be implemented for individual

level secure access that will grant access to varying level of data depending on the role of the person accessing the data. Vendor will make sure that the data both in transit and at rest are secured and encrypted and follows the FERPA and HIPAA security requirements and other State privacy laws related to Personal Identification Security.

- b. Securing and safeguarding sensitive information are essential requirements of the project. The solution must provide a means for establishing security roles based on functional responsibility and allow access to information when authorized. Sensitive information processed through the web and other external communications must be safeguarded and protected. Additionally, the proposed solution must adhere to FERPA, Federal and State data security policy and rules.
- c. Referring to the requirements identified in the RFP, describe the proposed solution's security features and capabilities. In addition to other pertinent content, bidders must include a description for the following:
 - i. Describe proposed general application security capability and features.
 - ii. Describe security standards or policies inherent or currently contained within the proposed solution such as FERPA.
 - iii. Explain how security roles are used to define application access and what capability exists for copying, modifying, and managing roles and assigned users or groups.
 - iv. Describe how, when and what audit trail information is captured and what features are available to facilitate monitoring, reviewing and reporting.
 - v. Describe when and where proposed data encryption of information occurs. For example, are both stored and transmitted data encrypted?
 - vi. Describe proposed techniques for managing and monitoring information and application access
- d. In addition to the system functionality described, the bidder's proposed solution must provide a technical architecture and environment that is secured, performs well, is maintainable and reliable, and is recoverable should a man-made or natural system disaster occur. Referring to the requirements identified within the RFP, describe how the proposed solution's technical features, functions, architectures, hardware and software components support and satisfy the overall stated functional and non-functional requirements

3. SYSTEM SOFTWARE

- a. The bidder must include within their cost proposal all required system operations, database, security, and virtualization software, functional and interface software and all other third party and vendor software products required to properly design, develop, test, train, implement, interface, maintain, tune and operate the proposed solution and fully satisfy the State's requirements.
- b. Software releases and versions must be the most current required to correctly and properly operate the bidder's proposed solution.
- c. Any other software used within the system, for which the State would need to obtain licenses, must be defined by the bidder. While the State requires each bidder to include their costs for all third-party software and associated licenses in Attachment B, Project Costs, the State, at its sole option, reserves

the right to procure any or all of the software and associated licenses from another source.

- d. The State reserves the right to purchase third party software through the vendor as part of the contract and/or through other available resources approved by the State.
- e. If the bidder's proposed solution requires desktop and/or other peripheral related software not already described in the State's current configurations, then the bidder must include costs in their cost proposal (Attachment B, Project Costs) for all necessary desktop and peripheral software required to properly operate the proposed solution.
- f. If the application software is not public domain, a licensing strategy must be described to support the pre-production environment. Within the licensing strategy, describe how the State will defer paying for licenses until they are required and/or in full use.

4. SYSTEM HARDWARE

- a. The bidder must include within their proposal all server, data storage, virtualization, cables, cards, connectors and other hosting, imaging and server related equipment information necessary to fully satisfy the State's RFP requirements and properly operate the bidder's proposed solution. This includes equipment necessary for proof-of-concept, development, test, user acceptance/training, and final production processing environments. Equipment proposed by the bidder must be all mainstream computing equipment offered by leading computing equipment manufacturers.
- b. The State envisions using pre-production environments to facilitate test, user acceptance, and training project tasks. Each environment, either physical or virtual, must use mainstream industry-standard hardware, software and relational database management products. While the State requires each bidder to include their costs for all base components and third-party equipment in Attachment B, Project Costs, the State, at its sole option, reserves the right to procure any or all of the required components and equipment from another source, based upon specifications provided by the successful bidder. In Attachment B, Project Costs, bidders must provide a comprehensive equipment list including equipment make, model and primary configuration.

5. SYSTEM ARCHITECTURE

- a. Bidders must describe the system architecture degree of "openness" and adherence to industry standard hardware, software, security and communications protocols.
- b. Bidders must describe the hosting environment options.
- c. Bidders must describe how components of the proposed architecture will remain current and supported to avoid becoming obsolete.
- d. Bidders must provide an overview of how major hardware and software components are layered and used within the architecture.
- e. Bidders must identify and describe the primary underlying development programming language(s), integrated development environment (IDE), and component server environment used to produce tailored or customized components of the proposed solution.

6. DISASTER RECOVERY AND SYSTEM INTEGRITY

- a. The bidder must describe how their solution ensures system integrity and recovery. Include information regarding fault tolerance capability, if any, backup schedules and approach, data and system recovery, and offsite or alternate site requirements in case of disaster and other system continuity information.
7. **SYSTEM PERFORMANCE, CAPACITY AND SCALABILITY**
- a. The proposed system must provide necessary capacity to store, initial load and ongoing processing of the data, and be capable of scaling in size and performance. Describe system performance and capacity features of the proposed solution and how the proposed solution is able to scale up to meet increase in load and demand.
8. **SYSTEM AVAILABILITY, RELIABILITY AND MAINTAINABILITY**
- a. The solution must be accurate and reliable. Another objective of the implementation is to ensure that system components are maintainable.
 - b. Describe how the proposed solution will meet system operational requirement.
 - c. The proposed solution must reliably produce accurate, timely and consistent results when matching the data and/or generating reports. Describe how the bidder's solution achieves these requirements.
 - e. Describe features and designs of the proposed solution that ensure component maintainability and ease of modification.
9. **STATEWIDE SYSTEM SECURITY REQUIREMENTS**
- a. All information technology services and systems developed or acquired by Nebraska State agencies shall have documented security specifications that include an analysis of security risks and recommended controls (including access control systems and contingency plans).
 - b. Security requirements and evaluation/test procedures shall be included in all solicitation documents and/or acquisition specifications.
 - c. Security considerations must be included in each phase of system development.
 - d. Systems developed by either internal State or contracted system developers shall not include back doors, or other code that would cause or allow unauthorized access or manipulation of code or data.
 - e. All approved information technology services and systems must address the security implications of any changes made to a particular service or system.
 - f. The responsible agencies must authorize all changes.
 - g. Application systems and information that become obsolete and no longer used must be disposed of by appropriate procedures. The application and associated information must be preserved, discarded, or destroyed.

D. REQUIREMENTS MATRIX

The Requirements Matrix must be completed by the bidder and included in their response to this Request for Proposal. Bidders must comply with the following instructions for completing the Requirements Matrix:

- 1. **MATRIX INSTRUCTIONS**
 - a. Each item **REQUIRES** a response by the bidder in one of the response columns.

- b. Each item can have only ONE response selected in the response columns.
- c. Allowable responses (in right-hand response columns of matrix) are limited to:
 - i. YES/WILL COMPLY
This indicates bidder is in full agreement with the requirement, will fully comply with the requirement and/or the requested item, service or feature is currently available and will be provided under any contract resulting from this Request for Proposal.
 - ii. NO/CANNOT COMPLY
This indicates bidder cannot or will not meet the requirement or requested item, service or feature.
 - iii. OTHER/PARTIAL COMPLIANCE
This indicates bidder can and will partially meet the requirement or requested item, service or feature, to the extent specifically described in the "Bidder's Response" section following the numbered item or provide an 'acceptable alternative'. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State of Nebraska shall determine at its sole discretion whether or not the bidder's alternative is an acceptable alternative
- d. If multiple responses are given for a single numbered item, the response will be scored as a "No/Cannot Comply".
- e. All responses of "Yes/Will Comply" or "Other/Partial Compliance" MUST include details of functionality and how the functionality will be implemented in the proposed solution in the "Bidder's Response" section following each numbered item.
- f. Any numbered items with a response of "Other/Partial Compliance" but with no clarification, will be scored as a "No/Cannot Comply"

E. SCOPE OF WORK AND DELIVERABLES

Scope of Work outlines project tasks, activities, and deliverables to be completed and delivered by the vendor during the life of the project. As part of the proposal response, the bidder must provide a proposed preliminary project plan with milestone and schedule as explained in Section IV.E.1., Project Planning and Management. Within the proposed preliminary project plan and schedule, the bidder must reflect a recommended implementation approach and strategy for accomplishing the tasks, activities, and deliverables identified throughout the RFP.

Major work tasks and project deliverables to be completed and produced by the vendor include:

1. Project Planning and Management;
2. System Environment and Cloud Configuration;
3. System Requirements Refinement;
4. System Design, Development and Configuration;
5. Test Plan and User Acceptance Testing;
6. Operations and Support Documentation;
7. Training;
8. Implementation; and
9. Warranty and Maintenance Support.

Each of the major project tasks includes one or more deliverables and related work products. Deliverables are associated with tasks and activities and represent the completion of specific project work. Once a vendor is selected, deliverables will be submitted, reviewed, and approved by the State as outlined in section IV.F., Deliverable Submission and Review. When all work products related to a deliverable are complete, the deliverable is formally produced for State review and acceptance and payment. The work products are designed to ensure that a quality solution is being

implemented and that the successful proposer is performing according to the project plan and schedule.

Within the proposal, bidders must provide information regarding their approach to meeting the requirements described within Sections IV.E.1. through IV.E.9. If subcontractors will be used for any of the tasks, bidders must indicate what tasks and the percentage of time subcontractor(s) will spend on those tasks. Bidder's response must be limited to no more than two (2) pages per task not including appendices, samples and/or exhibits.

1. TASK: PROJECT PLANNING AND MANAGEMENT

a. Objective.

The objective of this task is to ensure that adequate planning and project management are dedicated to this project.

b. Activities. The awarded vendor must:

i. Work with the State to provide a detailed project plan with fixed deadlines, including but not limited to:

- Project schedule including tasks, activities, activity duration, sequencing and dependencies;
- Project work plan for each deliverable, including a work breakdown structure;
- Completion date of each task;
- Project milestones and deliverables;
- Entrance and exit criteria for specific project milestones; and
- Project organization including a resource plan defining roles and responsibilities for the awarded vendor, subcontractors (if applicable) and State.

ii. Attend and participate in all scheduled project related meetings requested by the State at a location to be determined by the State. Attendance may be in person or via video/teleconferencing, as mutually agreed to by the project team. These meetings shall follow an agenda mutually developed by the awarded vendor and the State. The awarded vendor shall prepare materials or briefings for these meetings as requested by the State. Minutes will be taken and distributed by State staff within five (5) working days after the meeting. Minutes may be distributed via email. The agenda may include, but not be limited to:

- Review and approval of previous meeting minutes;
- Contractor project status;
- State project status;
- Contract status and issues, including resolutions;
- Quality Assurance status;
- New action items;
- Outstanding action items, including resolutions;
- Setting of next meeting date; and
- Other business.

iii. Provide written semi-monthly project status reports delivered to State project management office by the third (3rd) working day following the end of each reporting period. The format must be approved by the State prior to issuance of the first semi-monthly project status report. The first semi-monthly report covers the reporting period from the 1st through the 15th of each month; and the second semi-monthly report covers the reporting period from the 16th through the end of the

month. The status reports must include, but not be limited to the following:

- Overall completion status of the project in terms of the State approved project work plan and deliverable schedule;
 - Accomplishments during the period, including State staff/stakeholders interviewed, meetings held, JAD sessions and conclusions/decisions determined;
 - Problems encountered and proposed/actual resolutions;
 - What is to be accomplished during the next reporting period;
 - Issues that need to be addressed, including contractual;
 - Quality Assurance status;
 - Updated Azure DevOps Project timeline showing percentage completed, tasks assigned, completed and remaining;
 - Identification of schedule slippage and strategy for resolution;
 - Contractor staff assigned and their location/schedule;
 - State resources required for activities during the next time period; and
 - Resource allocation percentages including planned versus actual by project milestone.
- iv. Develop a comprehensive approach for handling communications with both internal and external audiences. Effective communication is critical to the development of productive relationships with concerned stakeholders. The communication plan must include, but not be limited to: a plan for generation, documentation, storage, transmission and disposal of all project information.
- v. Develop a risk management plan to ensure that risks are identified, planned for, analyzed, communicated and acted upon effectively.
- vi. Develop a quality assurance plan including, but not limited to, the methodology for maintaining quality of the code, workmanship, project schedules and subcontractor(s) activities.
- vii. Develop a Change Management Plan and Control Procedures and present it to the State for acceptance. This plan will be used by the vendor and the State in the design, specification, construction, implementation and support of the system.
- viii. Develop a Knowledge Transfer Plan, present the plan to the State, execute the plan and obtain State acceptance before and after the plan is executed. The plan must include sufficient time and resources to accomplish a full transfer of knowledge to assure that the State can operate the system independently and obtain timely and effective support from the vendor.
- ix. The State will perform a Post Implementation Evaluation Review (PIER) approximately six (6) months after full implementation and State acceptance of all deliverables. The awarded vendor's Project Manager will be required to participate on site for a period of not to exceed three (3) days.
- c. Project Kick Off Meeting.
Vendor project management and State project management will meet to review work product and deliverable review submission, project control steps, project communication and other project related governance. After contract approval and prior to detailed work-product and deliverable effort begins, a project kick-off meeting will be held among key representatives from the Project and the vendor. Items to be covered in the kickoff meeting include introduction to staff, stakeholders, and project management, review of project

schedules and methods, review of Implementation high-level objectives and other joint content. Items to be covered in the kickoff meeting will include, but not be limited to:

- Deliverable review process;
- Determining format and protocol for project status meetings and reports;
- Setting the schedule for meetings between representatives from the State and the contractor to develop the detailed project plan;
- Defining lines of communication and reporting relationships;
- Reviewing the project mission;
- Pinpointing high-risk or problem areas; and
- Issue resolution process.

1. PROJECT PLANNING AND MANAGEMENT DELIVERABLES	
DELIVERABLE NUMBER	DESCRIPTION OF DELIVERABLE
1.b.i.	Detailed Project Plan
1.b.ii.	Written Semi-Monthly Project Status Report
1.b.iii.	Communication Plan
1.b.iv.	Risk Management Plan
1.b.v.	Quality Assurance Plan
1.b.vi.	Change Management Plan
1.b.vii.	Knowledge Transfer Plan
1.b.viii.	Post Implementation Evaluation Review

2. **TASK: SYSTEM ENVIRONMENT AND CLOUD CONFIGURATION**

- a. Objective.
Confirm, build and test project system hardware, software, and cloud environments for achieving project tasks and goals. Required project system environments include, but are not limited to: a user acceptance environment and training environment, and the production computing environment. In addition, any additional logical and physical network connectivity requirements must also be defined, implemented and tested.
- b. Activities.
 - i. System Environment Configuration Plan. Awarded vendor must develop and submit a System Environment Configuration Plan for review and approval. The plan must include a target completion schedule for installing and making each of the environments available based on the project requirement in a hosted environment, an outline of configuration and installation steps, and a description of system environment logical and physical architecture decisions and assumptions. The plan must describe detailed server and cloud virtualization techniques and structures used, if any, to configure the environments. Steps for coordinating system environment releases and upgrades with major project iterations or phases must also be outlined in the plan. The plan shall include information regarding software licensing and distribution. The plan will document plan will document the software products and approach to cost effectively license necessary components in support of project requirements. The plan will include the methods for distributing software upgrades

- and version releases to each of the established technical environments in a controlled fashion.
- ii. Establish UAT/Training Environments. Per the approved System Environment Configuration Plan, the vendor will establish the UAT/Training for project technical and analytical use. Proposers must include costs for these environments in Attachment B – Project Costs.
- iii. Establish Production Environment. Per the approved System Environment Configuration Plan, and in coordination with major project iterations or phases, the vendor will establish and verify readiness of the Production Environment for project production use. The vendor shall build and validate the Production Environment for Implementation. Proposers must include costs for this environment in Attachment B – Project Costs.

2. SYSTEM ENVIRONMENT AND CLOUD CONFIGURATION DELIVERABLES	
DELIVERABLE NUMBER	DESCRIPTION OF DELIVERABLE
2.b.i.	System Environment Configuration Plan
2.b.ii.	Establish UAT/Training environments
2.b.iii.	Establish production environments

3. TASK: SYSTEM REQUIREMENTS REFINEMENT

- a. Objective.
 - Refine and document detailed system requirements. The vendor must validate and demonstrate that the proposed system satisfies Nebraska’s identified requirements. Any functional or system changes, enhancements and/or additions that must be made to the proposed solution to meet the State’s requirements must be identified and documented.
- b. Activities.
 - i. Functional Requirements and Concept of Operations. The vendor shall meet with State project participants to review and confirm joint understanding of documented functional and technical requirements described within the RFP. The vendor will interview key staff to fully understand operation and system requirements. As part of the review, the vendor must document a high-level understanding between the State and the vendor regarding the proposed system and the State’s concept of operations. The vendor must identify and resolve any issues.
 - ii. Detailed System Requirements Validation and Analysis. The vendor shall conduct and facilitate Joint Application Design (JAD) sessions to validate and demonstrate system functionality. These sessions must include all UI, reports, inputs and outputs, and business and process rules related to each requirement. Based on a mutually agreed upon schedule, JAD sessions are to be coordinated at least five (5) to seven (7) days prior to the scheduled sessions. The vendor will document the gaps between NDE needs and what their solution’s supports.
 - iii. Requirements Traceability Matrix. Utilizing requirements already documented by the State, the vendor shall establish and maintain a requirements traceability matrix. The matrix will be used to verify that the State’s requirements are met and incorporated into the solution.

3. SYSTEM REQUIREMENTS REFINEMENT DELIVERABLES	
DELIVERABLE NUMBER	DESCRIPTION OF DELIVERABLE
3.b.i.	Functional Requirements and Concept of Operations
3.b.ii.	Validation and Analysis
3.b.iii.	Requirements Traceability Matrix

4. TASK: SYSTEM DESIGN, DEVELOPMENT AND CONFIGURATION

- a. Objective.
Develop high level system diagrams that describe the system architecture, cloud, software and hardware components. Configure, construct, test, and document system components, artifacts, and interfaces. Configure system parameters, modify existing modules and/or develop new modules. Satisfy functional and detailed requirements for each function.
- b. Activities.
- i. Develop overall system architecture diagram, including technology that will be used and any third-party products, including;
 - Configuration parameters including, but not limited to: lookup values, event triggers, key data fields, user roles, user interface and screen navigation.
 - Description of technical and non-technical functions NDE will need to perform for the ongoing support of the system.
 - ii. Configure, customize, and develop the system to meet NDE and partner requirements. The vendor shall develop and document the steps and tasks required to install, configure, customize, develop and implement completed components. This includes:
 - Configuration, customization, and development of system components as per requirements.
 - Demonstrations, walk-throughs of system to users at various stages to ensure the system requirements are being met and the implementation is on target.
 - The vendor will conduct quality assurance testing of system and fix defects prior to delivering it for User Acceptance Testing (UAT) and Production.
 - The vendor will ensure the system is stable and meets the performance standards.

4. SYSTEM DESIGN, DEVELOPMENT AND CONFIGURATION DELIVERABLES	
DELIVERABLE NUMBER	DESCRIPTION OF DELIVERABLE
4.b.i.	System architecture diagram
4.b.ii.	Configure, customize, develop system to meet the requirements

5. TASK: TEST PLAN AND USER ACCEPTANCE TESTING

- a. Objective.
The objective of this task is to ensure the system meets functional and technical requirements. NDE, with the assistance of the vendor will develop a User Acceptance Test (UAT) Plan and Test Cases. The vendor shall provide NDE with a fully functional UAT system.

- b. **Activities.**
The objective of this task is to ensure the system meets functional and technical requirements. NDE, with the assistance of the vendor will develop a User Acceptance Test (UAT) Plan and Test Cases. The vendor shall provide NDE with a fully functional UAT system.
 - i. The vendor shall provide a fully functional environment prior to the start of UAT. The UAT environment database shall include migrated data and files, all the configuration settings, reports and any other things required for UAT. Vendor will provide technical, non-technical support throughout the UAT and fix defects found, data issues, and any other system issues in an expedient manner to keep testing on schedule.
 - ii. The vendor shall provide training to the NDE team before the start of the UAT and review test plan and cases.

5. TEST PLAN AND USER ACCEPTANCE TESTING DELIVERABLES	
DELIVERABLE NUMBER	DESCRIPTION OF DELIVERABLE
5.b.i.	UAT Plan and Implementation
5.b.ii.	Provide UAT training

6. **TASK: OPERATIONS AND SUPPORT DOCUMENTATION**

- a. **Objective.**
The vendor shall provide NDE with context sensitive online help, online manuals, and online desk procedures that provides a comprehensive understanding of the new system from both a functional and technical perspective. Prior to UAT, the vendor must provide updated documentation that reflects the new system modified, enhanced, and prepared for NDE:
- a. **Activities.**
The vendor must provide the following:
 - i. **Desk Procedures and Reference Materials.** The vendor shall work closely with NDE personnel to develop and update online desk procedures tailored to the implemented solution. The objective is to provide a comprehensive set of desk procedures to facilitate processing using the new system. Updated desk procedures must be included in the test plan.
 - ii. **Technical and Operational Documentation.** Technical documentation must include details for the NDE and external users to interact with the hosted environments. This documentation shall include database references, data dictionaries, reporting configuration, system technical operation, back-up and recovery procedures in a hosted environment, system table maintenance, security administration, interface operations for extracts, and other system specific operations including the use of all system/data-related tools required to support the system. The vendor shall provide an online repository of detailed system information for configuring and operating the system in a hosted environment as NDE user.

6. OPERATIONS AND SUPPORT DOCUMENTATION DELIVERABLES	
DELIVERABLE NUMBER	DESCRIPTION OF DELIVERABLE

6. OPERATIONS AND SUPPORT DOCUMENTATION DELIVERABLES	
6.b.i.	Desk Procedures and Reference Materials
6.b.ii.	Technical and Operational Documentation

7. TASK: TRAINING

a. Objective.

Develop a training plan and approach, produce training courses and training materials, and conduct train-the-trainer, end-user and technical training. Training materials must reference appropriate system documentation and operating procedures. The vendor must coordinate with NDE project management to arrange all training timelines.

b. Activities.

The vendor must provide the following:

- i. Training Plan. The vendor must develop a comprehensive training plan that outlines the training approach for the technical staff training. The training plan must consider and include the following minimum content:
 - Overall training strategy and approach addressing end-user, technical, and periodic operational requirements;
 - Information regarding training techniques to be used including lectures, videos, handouts, work samples, practice scenarios, reference sheets, student manuals, etc.;
 - Classroom requirements, desktop and software requirements, system access requirements, required user-training security profiles, class locations, schedules and other logistics;
 - Overall training schedule that references all training to be provided.
- ii. User Training. The vendor will work with the State to assess end-user training needs and arrange all training timelines and locations. The vendor must conduct and train project staff. User training must include report and data usage training for the end-user.
- iii. Technical and Operations Training. The vendor shall provide a combination of hands-on and classroom training for technical and system operations staff. The vendor shall ensure that sufficient training sessions are scheduled to train all staff identified in the use of the system in hosted environment. Technical transfer of knowledge must include system support and operational aspects such as, configuration of tools used in the project, system table maintenance, security administration, interface operation for the extract files, and other system specific operations including the use of all system/data-related tools required to use the system.

7. TRAINING DELIVERABLES	
DELIVERABLE NUMBER	DESCRIPTION OF DELIVERABLE
7.b.i.	Training Plan
7.b.ii.	User Training
7.b.iii.	Technical and Operations Training

8. TASK: IMPLEMENTATION

- a. Objective.
Implement the new system into production including data and files migration. For each major project iteration/phase, the vendor shall prepare an implementation plan and schedule. The plan will describe the steps, tasks, schedules and responsibilities for migrating approved functionality into production. Once accepted, the vendor will operate and monitor production operations, optimize and tune production components to meet requirements, and document implementation results. The vendor must operate the production system and provide production support and operations for each major project iteration/phase until all iterations are complete and NDE has accepted the final work products and deliverables.:
- b. Activities.
The vendor must provide the following:
 - i. System Implementation Plan. The vendor shall develop, deliver, maintain and execute a System Implementation Plan, which identifies key milestones, methods, processes, equipment and software requirements, staffing, deliverables, and success criteria necessary to fully implement the system. The Production System Implementation Plan includes all major activities involved in system migration, business rule definition, data load, training, site preparation, and system deployment. The Plan will be updated for each major project iteration/phase released into production. The plan must include:
 - Tasks to be performed by NDE, partners, and vendor resources; and
 - An estimate of the state effort, task time, and resources necessary to complete implementation
 - ii. Production Site Preparation. The vendor will establish and coordinate production site preparation in a hosted environment. The vendor will ensure that necessary tools and components are in place prior to production site implementation. The vendor will ensure that all production site and environment preparations are ready and completed as per the approved environment configuration plan and requirements. The vendor shall configure the production site as per approved plan and software.
 - iii. Production System Implementation. The vendor shall execute the approved production system implementation plan and related procedures according to established schedules and timelines. The vendor will coordinate actual data load, system start-up, and business and systems operations. Initial system discrepancies and issues will be logged, categorized, and prioritized for resolution with input from State project management.
 - iv. Post Implementation Review. Within sixty (60) business days following production system implementation, the vendor shall conduct a Post Implementation Review to verify completion of deployment activities and determine if business sites are operating as expected. Information to be provided within the Post Implementation Review report include the following:
 - Overview of implementation results;
 - Summary of data cleanup activities completed and required;
 - Summary of data migration activities completed and required;
 - Description of major issues encountered, resolutions completed, and corrective action plans for outstanding issues;

- Comparison of planned and actual implementation schedule;
 - Summary of end-user and technical feedback regarding system usage and processing post implementation; and
 - Lessons learned for future system enhancement and change redeployment.
- iv. Production System Operations and Support. The vendor must provide production system operations, monitor and manage production system activities including production inputs and outputs, and provide production system support for each project iteration/phase implementation until all major project phases are complete.

8. IMPLEMENTATION DELIVERABLES	
DELIVERABLE NUMBER	DESCRIPTION OF DELIVERABLE
8.b.i.	System Implementation Plan
8.b.ii.	Production Site Preparation
8.b.iii.	Production System Implementation
8.b.iv.	Post Implementation Review
8.b.v.	Production System Operations and Support

9. **TASK: WARRANTY AND MAINTENANCE SUPPORT**

- a. Objective.
Provide production system warranty and maintenance support (i.e., problem resolution and product maintenance and enhancements). Warranty begins once all project implementation iterations and phases are fully implemented and stabilized by the vendor, and all project products and services are reviewed and accepted by the State.
- b. Activities.
- i. Warranty. Implementation warranty and system support is for a period of four (4) MONTHS. Warranty and system support begins once all project phases are complete and all deliverables have been received, reviewed and approved by the State. The vendor must fully implement the system and finalize system support procedures prior to warranty start. Tasks to be completed prior to the warranty period include, but are not limited to, the following:
- All system documentation, operating procedures, and user desk procedures are defined and provided;
 - Training has been completed;
 - Each iteration of the system has been tested, converted, installed and sufficiently monitored in production to validate operation and business cycles; and
 - Final NDE approval and acceptance of Implementation has occurred.
- ii. Vendor Maintenance and Support. For a period of four (4) months, coinciding with the Warranty, the vendor shall provide system maintenance and product support to the State. Vendor maintenance and product support during this period will cover both warranty items, as well as State requested system enhancements and modifications. Vendor products and services under warranty and found to be deficient by NDE will be submitted to the vendor for vendor resolution

and correction at no cost. Deficiency resolution due dates will be mutually agreed to by NDE and the vendor based on the NDE's operational impact and priority. When new system maintenance and/or enhancement requests occur, the NDE will submit the request to the vendor for review and assessment. A minimum of 500 vendor hours must be included within the vendor's Implementation solution response to cover non-warranty NDE requested system enhancements and modifications. The vendor will evaluate requests and provide an estimate to complete to NDE. If acceptable, NDE will engage the vendor to complete the modification. The vendor may also submit new maintenance and enhancement requests to NDE for consideration. Steps for submitting and initiating new system maintenance and/or enhancement requests include:

- Vendor system maintenance support requests are initiated by NDE or the vendor when new requirements or system enhancements occur.
- Unless otherwise agreed, the vendor must evaluate and respond to NDE initiated support requests within three (3) business days of receipt. The response must:
 1. Uniquely identify the request;
 2. Define the problem or need, risk and scope;
 3. Include one (1) or more support recommendations (i.e., training, issue and resolution, system problem and resolution, third-party product issue and resolution, maintenance and/or enhancement resolution);
 4. Indicate system and operational impact; and
 5. Estimate the maintenance timeline and hours by vendor resource.
- NDE may accept or reject the request estimate, and/or may modify the request to better satisfy their business needs. If more time is needed to generate a thorough response, the time must be mutually agreed upon by the State and the vendor.
- Support maintenance may also be initiated by the vendor through a support recommendation sent to NDE. The recommendation must identify the support intent (i.e. problem resolution, maintenance and/or enhancement), the request scope, and the hours estimated to complete.
- NDE must authorize all support requests in writing prior to engagement of vendor resources. A support log, for both authorized and otherwise support requests, will be maintained by NDE.

9. WARRANTY AND MAINTENANCE SUPPORT	
DELIVERABLE NUMBER	DESCRIPTION OF DELIVERABLE
9.b.i.	Warranty
9.b.ii.	Vendor Maintenance and Support

F. DELIVERABLE SUBMISSION AND REVIEW

Once a vendor is selected and the detailed project plan is approved by the State, the following sections detail the process for submission and review of deliverables during the life of the project/contract:

1. GENERAL

- a. The contractor must provide one (1) master soft copy of each deliverable to the appropriate State Project Manager as identified in the contract.
- b. Once a deliverable is approved and accepted by the State, the contractor must provide an electronic copy.
- c. The electronic copy must be provided in software currently utilized by the agency or provided by the contractor.
- d. Deliverables will be evaluated by the State utilizing mutually agreed to acceptance/rejections criteria.

2. DELIVERABLE SUBMISSION

- a. Prior to development and submission of each contract deliverable, a summary document containing a description of the format and content of each deliverable will be delivered to the State Project Manager for review and approval. The summary document must contain, at a minimum, a cover letter, a table of contents with a brief description of the content of each section. The anticipated number of pages, and identification of appendices/exhibits.
- b. The summary document must contain an approval/rejection section that can be completed by the State. The summary document will be returned to the contractor within a mutually agreed upon time frame.
- c. Deliverables must be developed by the contractor according to the approved format and content of the summary document for each specific deliverable.
- d. At a mutually agreed to meeting, on or before the time of delivery to the State, the contractor must provide a walkthrough of each deliverable.
- e. Deliverables must be submitted no later than 5:00 PM, per the approved contract deliverable schedule and must be accompanied by a deliverable sign-off form with the appropriate sections completed by the contractor.

3. DELIVERABLE REVIEW

- a. General
 - i. The State's review time begins on the next working day following receipt of the deliverable.
 - ii. The State's review time will be determined by the approved and accepted detailed project plan and the approved contract.
 - iii. The State has up to ten (10) working days to determine if a deliverable is complete and ready for review. Unless otherwise negotiated, this is part of the State's review time.
 - iv. Any subsequent deliverable dependent upon the State's acceptance of a prior deliverable will not be accepted for review until all issues related to the previous deliverable have been resolved.
 - v. Deliverables determined to be incomplete and/or unacceptable for review will be rejected, not considered delivered and returned to the contractor.
 - vi. After review of a deliverable, the State will return to the contractor the project deliverable sign-off form with the deliverable submission and review history section completed.

- b. Accepted
 - i. If the deliverable is accepted, the original deliverable sign-off form signed by the appropriate State representatives will be returned to the contractor.
 - ii. Once the contractor receives the original deliverable sign-off form, the State can then be invoiced for the deliverable.
- c. Comments/Revisions Requested by the State

If the State has comments and/or revisions to the deliverable, the following will be provided to the contractor:

 - i. The original deliverable sign-off form with an updated entry to the deliverable submission and review history section.
 - ii. Attached to the deliverable sign-off form will be a detailed explanation of the revisions to be made and/or a marked-up copy of the deliverable.
 - iii. The State's first review and return with comments will be completed within the times specified in the contract.
 - iv. The contractor will have five (5) working days, unless otherwise mutually agreed to, for review, acceptance and/or rejection of the State's comments.
 - v. A meeting to resolve outstanding issues must be completed within three (3) working days after completion of the contractor's review or a mutually agreed upon time frame.
 - vi. Agreements made during meetings to resolve issues must be documented separately.
 - vii. Once an agreement is reached regarding changes, the contractor must incorporate them into the deliverable for resubmission to the State.
 - viii. All changes must be easily identifiable by the State.
 - ix. Resubmission of the deliverable must occur within five (5) working days or a mutually agreed upon time frame of the resolution of any outstanding issues.
 - x. The resubmitted deliverable must be accompanied by the original deliverable sign-off form.
 - xi. This review process continues until all issues have been resolved within a mutually agreed upon time frame.
 - xii. During the re-review process, the State may only comment on the original exceptions noted.
 - xiii. All other items not originally commented on are considered to be accepted by the State.
 - xiv. Once all revisions have been accepted, the original deliverable sign-off form signed by the appropriate State representatives will be returned to the contractor.
 - xv. The contractor must provide one (1) updated and complete master electronic copy of each deliverable after approval and acceptance by the State.
 - xvi. Once the contractor receives the original deliverable sign-off form, the State can then be invoiced for the deliverable.
- d. Rejected, Not Considered Delivered

If the State considers a deliverable not ready for review, the following will be returned to the contractor:

 - i. The original deliverable sign-off form with an updated entry to the deliverable submission and review history section.

- ii. The original deliverable and all copies with a written explanation as to why the deliverable is being rejected, not considered delivered.
- iii. The contractor will have five (5) working days, unless otherwise mutually agreed to, for review, acceptance and/or rejection of the State's comments.
- iv. A meeting to discuss the State's position regarding the rejection of the deliverable must be completed within three (3) working days after completion of the contractor's review or a mutually agreed upon time frame.
- v. Resubmission of the deliverable must occur within a mutually agreed upon time frame.
- vi. The resubmitted deliverable must be accompanied by the original deliverable sign-off form.
- vii. Upon resubmission of the completed deliverable, the State will follow the steps outlined above.

V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must 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:

A. TECHNICAL PROPOSAL

The Technical Proposal shall consist of four (4) sections:

1. SIGNED "State of Nebraska Request For Proposal For Contractual Services" form;
2. Executive Summary;
3. Corporate Overview; and
4. Technical Approach.

1. REQUEST FOR PROPOSAL FORM

By signing the "Request For Proposal For Contractual Services" form (front cover of this document), the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal and certifies bidder maintains a drug free workplace environment.

The Request For Proposal For Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

2. EXECUTIVE SUMMARY

The Executive Summary shall condense and highlight the contents of the solution being proposed by the bidder in such a way as to provide the Evaluation Committee with a broad understanding of the Contractor's Technical Proposal.

Bidders must present their understanding of the problems being addressed by implementing a new system, the objectives and intended results of the project, and the scope of work. Bidders shall summarize how their Technical Proposal meets the requirements of the Request for Proposal, and why they are the best qualified to perform the work required herein.

3. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business, whether the name and form of organization has changed since first organized, and Federal Employer Identification Number and/or Social Security Number.

b. FINANCIAL STATEMENTS

The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must 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 must 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 must 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.

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

The bidder shall describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

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

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

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance

delivery due to the bidder's non- performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

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

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

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

Bidder must provide narrative descriptions to highlight the similarities between their experience and this Request for Proposal. These descriptions must include:

- i. the time period of the project;
- ii. the scheduled and actual completion dates;
- iii. the Contractor's responsibilities;
- iv. for reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number and e-mail address); and
- v. each project description shall identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime Contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.

If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the Contractors above. In addition, subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

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

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

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

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

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

j. SUBCONTRACTOR REQUIREMENTS

NDE is allowing subcontracting to occur in the Statement of Work. NDE will allow subcontracting only under the following circumstances:

- NDE reserves the right to not accept any subcontractors identified in the submitted proposal if it so chooses.
- Bidder maintains ultimate responsibility for all deliverables and services provided under any contract resulting from this RFP.
- The subcontractor is subject to Nebraska data privacy and security requirements. NDE will have the ability to review contracts and agreements with subcontractors to ensure these requirements are met.
- At NDE's discretion, NDE will be able to participate in all meetings between the bidder and its subcontractors related to work conducted under any contract resulting from this RFP. NDE will also have access to all communications between the bidder and its subcontractors related to the work conducted under any contract resulting from this RFP.

If the bidder intends to subcontract any part of its performance hereunder, the bidder must provide:

- name, address and telephone number of the subcontractor(s);
- specific tasks for each subcontractor(s);
- percentage of performance hours intended for each subcontract; and
- total percentage of subcontractor(s) performance hours.

At NDE's discretion, NDE will be able to participate in all meetings between the bidder and its subcontractors related to work conducted under any contract resulting from this RFP. NDE will also have access to all communications between the bidder and its subcontractors related to the work conducted under any contract resulting from this RFP.

4. TECHNICAL APPROACH

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

- a. **Bidders Understanding of the Project Requirements**
In this section of the bidder's response to this request for proposal, bidder shall provide an overview of their proposed solution and a discussion of how this proposal meets the project requirements and constraints described in Sections IV.A through IV.E of this RFP and in Attachment A, Requirements Matrix.
- b. **Detailed Description of Proposed Solution**
In this section of the bidder's response to this request for proposal, bidder shall describe their proposed solution in detail, including a complete list of proposed functionality, including how the solution addresses the requirements and deliverables outlined in Sections IV.A through IV.E of this RFP.
- c. **Requirements Matrix**
Using Attachment A, Requirements Matrix, bidders must explain in sufficient detail how the bidder will satisfy the Department of Education's project technical requirements. If subcontractors will be used for any of the tasks, bidders must indicate what tasks and the percentage of time subcontractor(s) will spend on those tasks.
- d. **Project Planning and Management**
In this section of the bidder's response to this request for proposal, bidder shall describe their project planning and management. This section shall also include a preliminary project plan including a project timeline and major milestones. For additional details of what must be included in this section, see Section IV.E.1 Project Planning and Management.
- e. **Scope of Work and Deliverables**
In this section of the bidder's response to this request for proposal, bidders must provide information regarding their approach to meeting the requirements, activities and deliverables described within Section IV.E. If subcontractors will be used for any of the tasks, bidders must indicate what tasks and the percentage of time subcontractor(s) will spend on those tasks. Bidder's response must be limited to no more than two (2) pages per Task, not including appendices, samples and/or exhibits.
- f. **Optional Features, Functionality and Services**
In this section of the bidder's response to this request for proposal, bidder shall describe any optional features, functionality or services which may be outside the scope of this request, but that the bidder would like to include in their proposal. PLEASE NOTE: any optional functionality will not be included for evaluation purposes. All costs associated with optional functionality must be included on a separate cost proposal schedule and not included as part of the base cost proposal.

B. COST PROPOSAL

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit Attachment B, Project Costs in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

The cost for each task/deliverable must be complete and include all expenses, including travel, per diem and out-of-pocket expenses as well as administrative and/or overhead expenses. Detailed backup must be provided for all cost schedules completed.

1. PRICING SUMMARY AND ITEMIZED DETAILS

This pricing summary shall present the total fixed price to perform all of the requirements and deliverables of the Request for Proposal. The bidder must include details in the Cost Proposal supporting any and all costs using the tabs included in Attachment B – Project Costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

The State reserves the right to review all aspects of the Cost Proposal 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.

C. EXIT STRATEGY

The Contractor shall be responsible for end of contract activities at the completion of the contract to ensure that the transition from Contractor operations by the successor Contractor, or the State, occurs smoothly and without disruption to the NDE. End of Contract Transition activities will include planning, timely transfer of data and documentation specifically for NDE. The Contractor is required to give NDE six (6) months' notice of intent to not renew the contract. NDE will only notify the Contractor at least six (6) months prior to expiration of the current contract if it intends to enter into negotiations to renew the contract.

End of Contract Transition Responsibilities:

1. Provide a draft detailed Turnover Plan prior to contract termination. The transition plan should facilitate:
 - Transfer of all knowledge to operate Cloud Based ECIDS System
 - Documentation of all support processes, procedures, functions, and staffing requirements; and
 - Collaboration to affect an orderly transition of operational control.
 - Descriptions of approach to knowledge transfer, including capturing and preserving the knowledge necessary to maintain the functions, applications, and services of the Cloud Based ECIDS System.
 - Resources and time commitments for training and knowledge transfer;
 - Outline of procedures to be followed during the transition period;
 - Roles and responsibilities as related to transition;
 - Point of contact and procedures for managing issues during the transition period.
2. Modify the Turnover Plan based upon the results of NDE review.
3. Transfer data, reports and other applicable materials in a format prescribed by NDE.
4. Provide technical and professional support to NDE and/or a successor Contract in support of the turnover.
5. Prepare and submit initial draft through final deliverables for NDE review, comment and approval.

D. PAYMENT SCHEDULE

The payment schedule for the project is tied to specific dates and deliverables included in the contract. Invoices may be submitted by the contractor on specific dates based on the completion and acceptance of related deliverables. The Contractor should propose a schedule of deliverables and a payment amount associated with each deliverable. A final schedule of deliverables and payment amount associated with each deliverable will be specified in the contract award. No invoice will be approved unless the associated deliverables have been approved. For the purpose of this section, a deliverable is defined as a separately usable piece of the product. A deliverable is not a specified number of hours or amount of effort.

Form A

Bidder Contact Sheet

Request for Proposal for ECIDS

The Bidder Contact Sheet should be completed and submitted with each response to this Request for Proposal. 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 shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

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

Form B

Notification of Intent to Bid

Request for Proposal for ECIDS

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

The "Notification of Intent to Bid" form should be submitted to the Nebraska Department of Education via e-mail to nde.ecids@nebraska.gov, by the date shown in the Schedule of Events.