

State of Nebraska

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

RETURN TO:
 REF: RFP NDE.ELS.2018
 Nebraska Department of Education
DO NOT OPEN
 P.O. Box 94987
 Lincoln, NE 68509-4987
 Phone: (402) 471-6469
 Fax: (402) 471-4311

SOLICITATION NUMBER	RELEASE DATE
RFP NDE.ELS.2018	August 17, 2018
OPENING DATE AND TIME	PROCUREMENT CONTACT
September 28, 2018 3:00 p.m. Central Time	Dr. Dean Folkers

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, RFP Number **RFP NDE.ELS.2018** for the purpose of selecting a qualified Contractor to provide and operate a computerized information system to support the administration, record keeping and reporting for educator licenses.

Written questions are due no later than August 31, 2018 and should be submitted via e-mail to nde.pmo@nebraska.gov. Email is to be titled: "RFP NDE.ELS.2018 Questions".

Bidder should submit one (1) original, ten (10) copies of the entire proposal, and one (1) electronic copy on a USB flash drive to be included in the shipment of hard copies. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. 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. Sealed proposals must be received in the Department of Education by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This 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:
<http://www.das.state.ne.us/materiel/purchasing/>
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 work place environment.

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX _____ NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

TABLE OF CONTENTS

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM.....1

TABLE OF CONTENTS2

GLOSSARY OF TERMS.....5

I. SCOPE OF THE REQUEST FOR PROPOSAL.....14

A. SCHEDULE OF EVENTS 14

II. PROCUREMENT PROCEDURES15

A. PROCURING OFFICE AND CONTACT PERSON 15

B. GENERAL INFORMATION..... 15

C. COMMUNICATION WITH STATE STAFF 15

D. NOTIFICATION OF INTENT TO BID.....16

E. WRITTEN QUESTIONS AND ANSWERS..... 16

F. PRE-PROPOSAL CONFERENCE.....17

G. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS17

H. SUBMISSION OF PROPOSALS 17

I. PROPOSAL OPENING 18

J. LATE PROPOSALS..... 19

K. REJECTION OF PROPOSALS..... 19

L. EVALUATION OF PROPOSALS 19

M. EVALUATION COMMITTEE 20

N. MANDATORY REQUIREMENTS21

O. REFERENCE CHECKS..... 21

P. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS.....21

Q. VIOLATION OF TERMS AND CONDITIONS22

III. TERMS AND CONDITIONS.....23

A. GENERAL 23

B. AWARD..... 24

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT /
NONDISCRIMINATION 24

D. PERMITS, REGULATIONS, LAWS 25

E. OWNERSHIP OF INFORMATION AND DATA 25

F. INSURANCE REQUIREMENTS..... 25

G. COOPERATION WITH OTHER CONTRACTORS.....27

H. INDEPENDENT CONTRACTOR27

I. CONTRACTOR RESPONSIBILITY..... 28

J. CONTRACTOR PERSONNEL28

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION29

L. CONFLICT OF INTEREST 29

M. PROPOSAL PREPARATION COSTS 29

N. ERRORS AND OMISSIONS 29

O. BEGINNING OF WORK 29

P. ASSIGNMENT BY THE STATE 29

Q. ASSIGNMENT BY THE CONTRACTOR 30

R.	DEVIATIONS FROM THE REQUEST FOR PROPOSAL	30
S.	GOVERNING LAW	30
T.	ATTORNEY'S FEES	30
U.	ADVERTISING.....	30
V.	STATE PROPERTY	30
W.	SITE RULES AND REGULATIONS	31
X.	NOTIFICATION	31
Y.	EARLY TERMINATION	32
Z.	FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS.....	32
AA.	BREACH BY CONTRACTOR	33
BB.	ASSURANCES BEFORE BREACH.....	33
CC.	PENALTY	33
DD.	RETAINAGE.....	33
EE.	BID BOND	34
FF.	PERFORMANCE BOND.....	34
GG.	FORCE MAJEURE.....	34
HH.	PROHIBITION AGAINST ADVANCE PAYMENT	34
II.	PAYMENT	34
JJ.	INVOICES	34
KK.	AUDIT REQUIREMENTS	35
LL.	TAXES	35
MM.	INSPECTION AND APPROVAL.....	35
NN.	CHANGES IN SCOPE/CHANGE ORDERS	35
OO.	SEVERABILITY	36
PP.	CONFIDENTIALITY.....	36
QQ.	PROPRIETARY INFORMATION	36
RR.	CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING	37
SS.	PRICES	37
TT.	BEST AND FINAL OFFER	38
UU.	ETHICS IN PUBLIC CONTRACTING.....	38
VV.	INDEMNIFICATION	39
WW.	NEBRASKA TECHNOLOGY ACCESS STANDARDS	39
XX.	ANTITRUST.....	40
YY.	DISASTER RECOVERY/BACK UP PLAN	40
ZZ.	TIME IS OF THE ESSENCE	40
AAA.	RECYCLING	40
BBB.	DRUG POLICY.....	40
CCC.	NEW EMPLOYEE WORK ELIGIBILITY STATUS	41
DDD.	CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY	41
IV.	PROJECT DESCRIPTION AND SCOPE OF WORK	42
V.	PROPOSAL INSTRUCTIONS.....	42
A.	TECHNICAL PROPOSAL.....	42
B.	PAYMENT SCHEDULE	91
Form A Bidder Contact Sheet		93
Form B Notification of Intent to Bid		94

GLOSSARY OF TERMS

Addendum: Something added or deleted.

ADVISER: Advanced Data Views Improving Student Educational Response. It is a Data Collection, edit, audit and dashboard system that integrates multiple systems to report, review and verify district submitted data.

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.

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

Assumption: An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence.

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.

Awarded Vendor: The organization/individual that is awarded and has an approved contract with the State of Nebraska for the services identified in this RFP.

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.

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

CEDS: Common Education Data Standards

Central Time (CT): Unless otherwise stated, all references to time in this RFP and any subsequent contract are understood to be Central Time.

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 Contractors 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 Contractors’ total performance is in accordance with the contractual commitments and obligations to the purchaser are fulfilled.

Contract Approval Date: The date the Nebraska Board of Education officially approves and accepts all contract language, terms and conditions as negotiated between the State and the successful vendor.

Contract Award Date: The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.

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: The company or organization that has an approved contract with the State of Nebraska for services identified in this RFP. The contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with the State relative to contract performance.

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.

COTS: Commercial off-the-shelf

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.

Cross Reference: A reference from one document/section to another document/section containing related material.

Customer: Department, Division or Agency of the State of Nebraska.

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

Deliverables: Project work products throughout the term of the project/contract that may or may not be tied to a payment.

Development Environment: A computer system, toolset and methodology used to develop and/or modify and test new software applications.

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

Division/Agency: The Nebraska Department of Education (NDE)

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.

Ed Fi®: The Ed-Fi Data Standard is a set of rules that allow (previously disconnected) educational data systems to connect. Any educational technology that's powered by Ed-Fi whether a student information system, a rostering tool, assessment software, etc. can connect with any other.

EDI: Electronic Data Interchange is a standard format for exchanging business data. The standard is ANSI X12, developed by the Data Interchange Standards Association. ANSI X12 is either closely coordinated with or is being merged with an international standard, EDIFACT.

EFT: Electronic Funds Transfer – an electronic transfer of funds through a national automated clearinghouse directly to a designated account.

EIN: Employer Identification Number

EITS: Enterprise Information Technology Services Division

Email: Electronic mail

ESU: Education Service Unit

ETS: Education Testing Services

Evaluation Committee: An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response.

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.

Exception: A formal objection taken to any statement/requirement identified within the RFP.

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."

F.O.B. Destination: Free on Board. The delivery charges have been included in the quoted price and prepaid by the Contractor. Contractor 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.

FTE: Full Time Equivalent

Functional Requirements: A narrative and illustrative definition of business processes independent of any specific technology or architecture.

GAAP: Generally Accepted Accounting Principles

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

Interoperability: The ability to exchange and use information (usually in a large heterogeneous network made up of several local area networks). Interoperable systems reflect the ability of software and hardware on multiple machines from multiple vendors to communicate.

JAD: Joint Application Development

Key Personnel: Vendor staff responsible for oversight of work during the life of the project and for deliverables.

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.

LOI: Letter of Intent - notification of the State's intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.

May: Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.

Mandatory: Required, compulsory or obligatory.

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

MS: Microsoft

Must: Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

NOA: Notice of Award – formal notification of the State's decision to award a contract, pending Board of Examiners' approval of said contract, any non-confidential information becomes available upon written request.

NSF: Non-Sufficient Funds

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

Open Systems: Computer systems that provide some combination of interoperability, portability and open software standards.

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.

PC: Personal computer

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.

PII: Personal Identifiable Information

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.

POC: Proof of Concept

Pre-Proposal Conference: A meeting scheduled for the purpose of providing clarification regarding a Request for Proposal and related expectations.

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

Production Environment: A computer system, communications capability and applications software that facilitates ongoing business operations. New hardware/software is not introduced into a production environment until it is fully tested and accepted by 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.

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.

Public Record: All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records.

QA: Quality Assurance

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.

Redacted: The process of removing confidential or proprietary information from a document prior to release of information to others.

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): Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection.

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.

SBOE: Nebraska State Board of Education.

SD: School District

SEA: State Education Agency

Shall: Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.

SME: Subject Matter Expert

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.

SQL: Structured Query Language, the most common computer language used to access relational database. SQL Server uses a version of the SQL language called Transact-SQL.

SSIS: SQL Server Integration Services. Microsoft's Extract, Transform, and Load (ETL) tool provided with SQL Server.

SSN: Social Security Number

Statement of Understanding: A non-disclosure agreement that each contractor and/or individual must sign prior to starting work on the project.

Steering Committee: The Steering Committee is made up of the Director/Administrator of the agency and State, local government and private sector representatives.

Subcontractor: Third party, not directly employed by the contractor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.

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.

UID: Unique Identification Number

User: Department, Division, Agency of the State of Nebraska.

Vendor: Organization/individual submitting a proposal in response to this RFP.

VPN: Virtual Private Network

Walkthrough: Oral presentation by the contractor of deliverables and/or work products.

WAN: Wide Area Network

Will: Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Department of Education, is issuing this Request for Proposal, RFP Number **RFP NDE.ELS.2018** for the purpose of selecting a qualified Contractor to provide and operate a computerized information system to support the administration, record keeping and reporting for educator licenses.

A contract resulting from this Request for Proposal will be issued for a period of one (1) year effective February 1, 2019 through January 31, 2020, with the potential that it might be renewed annually for up to four (4) additional years thereafter upon the execution of a new annual contract by the parties each year. The Department may, or may not, choose to engage in future contracting for such additional years of activities or services with the Contractor selected pursuant to this RFP or with other Contractors, and there are no guarantees or promises that the Contractor selected pursuant to this RFP will be awarded any contracts in the future for such potential additional years of activities or services.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET at the Website addresses as follow: <http://www.education.ne.gov/> and <http://www.das.state.ne.us/materiel/purchasing/>

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	August 17, 2018
2.	Last day to submit written questions	August 31, 2018
3.	State responds to written questions posted to the Internet at http://www.education.ne.gov and http://das.nebraska.gov/materiel/purchase_bureau/vendor/agency-rfp.html	September 11, 2018
4.	Last day to submit "Letter of Intent To Bid"	September 12, 2018
5.	PROPOSALS DUE – late proposals will not be accepted and will be returned unopened to Bidder.	September 27, 2018 2:59 p.m. Central Time
6.	Proposal opening Location: Department of Education 301 Centennial Mall South Lincoln, NE 68509	September 27, 2018 3:00 p.m. Central Time
7.	Evaluation period	October 1 – 31 28, 2018
8.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	October 24/25, 2018
9.	Post "Letter of Intent to Contract" to Internet Http://www.education.ne.gov and http://das.nebraska.gov/materiel/purchase_bureau/vendor/agency-rfp.html	November 2018 or when State Board approves
10.	Contract finalization period	December 2018
11.	Contract award	January, 2019
12.	Contractor start date	February , 2019

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: Dr. Dean Folkers
Agency: Nebraska Department of Education
Address: P. O. Box 94987
Lincoln, NE 68509-4987

Telephone: 402.471.4740
Facsimile: 402.471.4311
E-Mail: nde.pmo@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified Contractors who will be responsible for providing and operating a computerized information system to support the administration, record keeping and reporting for state educator licensure system at a competitive and reasonable cost. 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 hand deliver, e-mail or have delivery by certified US mail the "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 RFP"

It is preferred that Form B, Notification of Intent To Bid, be sent via e-mail to nde.pmo@nebraska.gov, but may be hand delivered, or sent certified delivery by US mail. Email to be titled "Intent to Bid RFP"

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
<http://www.das.state.ne.us/materiel/purchasing/>
on or after the date shown in the Schedule of Events.

E. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the Nebraska Department of Education and clearly titled "RFP NDE.ELS.2018 Questions" Questions must be sent via e-mail to nde.pmo@nebraska.gov.

Written answers will be provided through an addendum to be posted on the Internet at:
<https://www.education.ne.gov/> and <http://www.das.state.ne.us/materiel/purchasing/>

F. PRE-PROPOSAL CONFERENCE

Not applicable.

G. 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.

H. 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, clearly identified as such, and ten (10) copies of the entire proposal should be submitted, along with one (1) electronic copy on a USB flash drive to be included in the shipment of hard copies. The copy marked "original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted

as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, 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 address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label should appear in Section II part A as specified on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-2495 should be used. The request for proposal number must be included in all correspondence.

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 a sealed package, which is separate from the remainder of the bid. The separate package 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.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, 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 packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be

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

I. PROPOSAL OPENING

The sealed proposals marked "DO NOT OPEN" 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. Contractors may also contact the State to schedule an appointment for viewing proposals after the opening date.

J. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or any other reason(s).

K. 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.

L. 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 shall include but is not limited to:

- 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. Detailed capacity to reasonably meet all requirements within proposed timelines.
 - c. Efficient communication, management and operation of the system.
 - d. Demonstrates coordination and integration of all of the components of the educator licensure system.
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 district 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:

http://das.nebraska.gov/materiel/purchase_bureau/vendor/agency-rfp.html

Evaluation criteria will not be released prior to the proposal opening.

M. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee(s). The committee(s) will consist of evaluators with the appropriate expertise to conduct

such proposal evaluations. Names of the members of the Evaluation Committee(s) 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(s) is empowered to make binding statements regarding this Request for Proposal.

N. 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. The signed Request For Proposal For Contractual Services form;
2. Executive Summary;
3. Corporate Overview;
4. Technical Approach; and
5. Cost Proposal (submitted separately from other items).

O. 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.

P. 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.

Q. 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 work place 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://das.nebraska.gov/materiel/purchase_bureau/vendor/agency-rfp.html

Grievance and protest procedure details are available on the Internet at:

[http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors%20\(2\).pdf](http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors%20(2).pdf)

Any protests must be filed by a Contractor within ten (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. If Contractor will be utilizing any subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). Contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. 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 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 contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. 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 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 limit	\$1,000,000 combined single limit
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d. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance

\$1,000,000 per occurrence

4. EVIDENCE OF COVERAGE

The Contractor shall furnish the State, prior to the opening date and time specified in the RFP, a certificate of insurance coverage complying with the above requirements, which shall be submitted to the Nebraska Department of Education, PO Box 94987, 301 Centennial Mall South, 6th Floor, Lincoln, NE 68509-4987. These certificates or the cover sheet shall reference the Contract 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 the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

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.

Accept
&
Initial

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

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.

Accept
&
Initial

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

_____ The State shall have the right to assign or transfer the contract or any of its interests herein
Accept 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
Initial

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 be in 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 in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

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 "Contractor 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

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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 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

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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 by Certified Mail, Return Receipt Requested or in person with proof of delivery. 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

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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

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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 until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

DD. RETAINAGE

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Initial

The State will withhold 5 percent (%) 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

A Bid Bond is not required for this proposal.

FF. PERFORMANCE BOND

A Performance Bond is not required for this proposal.

GG. FORCE MAJEURE

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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

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Initial

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

II. PAYMENT

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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

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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
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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
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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

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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

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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

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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

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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

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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 a sealed package, which is separate from the remainder of the proposal. The separate package 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

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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

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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

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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

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Initial

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission or 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

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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

Accept & Initial Contractor will review the Nebraska Technology Access Standards, found at <http://www.nitc.nebraska.gov/standards/2-101.html> 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. It is not anticipated that the educator licensure system described in this proposal will involve online access to NDE by any persons other than the Contractor. If otherwise proposed, Nebraska's educators have access through the NDE Portal.

XX. ANTITRUST

Accept & Initial 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.

YY. DISASTER RECOVERY/BACK UP PLAN

Accept & Initial The Contractor shall have a disaster recovery and back-up plan, of which a copy should 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 that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

CCC. NEW EMPLOYEE WORK ELIGIBILITY STATUS

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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 www.das.state.ne.us.
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

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

Project description and scope of work is provided in the introduction to the Technical Approach.

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 work place 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 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:

- All subcontractors must have primary offices and complete the work within the continental United States.
- 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.

4. TECHNICAL APPROACH

INTRODUCTION AND CONTEXT

1. PROJECT OVERVIEW

The Nebraska Department of Education (NDE)'s Teacher Certification section under the School Improvement, Support, and Services Division, is seeking proposals from qualified vendors to procure, develop/customize and implement an Educator Licensure System (ELS).

There are currently approximately 145,000 licensed educator records in the NDE licensure database. The Teacher Certification System, hereinafter referred to as Educator Licensure System, section bears responsibility for issuance, renewal, and maintenance of these licenses and the associated computerized records. The current system consists of a legacy MS SQL database application containing current and past educator licensure information. This information is accessed via a web portal through a client server application. Additionally, the Department uses the system to generate reports as needed for a variety of different end users, including offices within the department, Nebraska school districts, federal agencies, and other governmental and non-governmental entities.

Educator licensing data is important for research and analytics that can be utilized by all branches of government to access statistical data that will support initiatives and policies to:

- A) Implement an electronic means to collect the legislatively mandated data, and
- B) Improve educator effectiveness, educator preparation, as well as encourage family engagement, that will promote the supply of high-quality educators. The Department of Education and local School Districts along with policy makers will benefit from the availability of accurate, timely and reliable statistical data.

In order to increase the efficiency of data reporting and collection, an electronic licensing system is necessary to not only link educator licensing and qualification data, including test results, but also the final/updated fingerprint background results. As outlined later in the RFP, a customized licensing system with a self-service portal feature and vendor managed hosting is recommended for the Educator Licensing System (ELS). Vendors may consider providing options for hosting and vendor hosted infrastructure.

The preferred solution will draw on recent licensure system implementation successes based on Commercial Off-the-Shelf (COTS) software, and other viable products configured and implemented to satisfy RFP requirements in a hosted environment.

1.1 GOALS AND OBJECTIVES

1.1.1 Develop/customize and implement a COTS user based, rules driven system and associated database for educator licensing, to include, but not limited to the following functions and capabilities:

1.1.1.1 Issuance and renewal of licenses;

1.1.1.2 Acceptance of online applications via an online secure and personalized portal;

1.1.1.3 Merchant services for online credit/debit card and EFT payments, including handling returned items due to NSF, stop payment, and/or poor image quality;

1.1.1.4 Customizable reporting functions and database queries, with ability to export to PDF/Excel/Word;

1.1.1.5 Ability to receive fingerprint background “final” results, manually or electronically;

1.1.1.6 Ability to receive competency testing results (e.g. ETS Praxis tests) electronically;

1.1.1.7 Ability to “gate” applications via configurable workflow routing;

1.1.1.8 Ability to convert existing records from ELS;

1.1.1.9 Copies of electronic files to be backed up to secure server hosted by vendor, including conversion of all existing data/documents currently stored in an NDE document management system;

1.1.1.10 Capability to further customize system as may be required;

1.1.1.11 Case Management and Audit Module;

1.1.1.12 Access for Governmental Agencies through a separate online portal.

1.1.1.13 Ability to receive data from Nebraska State Retirement System to update “deceased” records electronically;

1.1.1.14 Ability to receive data from NASDTEC Clearinghouse electronically;

- 1.1.1.15 Capability to archive data annually;
- 1.1.1.16 Capability to interface with the Multistate Educator Locator System (MELS);
- 1.1.1.17 Capability to have Ed-Fi data standard mapped/normalized;
- 1.1.1.18 Capability to have end-user configurable rules and validity engine;
- 1.1.1.19 Capability to be used a self –service portal;
- 1.1.1.20 Capability to retrieve historical educator records;
- 1.1.1.21 Capability to validate record and document repository;
- 1.1.1.22 Capability to be configured for the Single Sign On;
- 1.1.1.23 Capability to have an investigative module; and
- 1.1.1.24 Capability to produce B-12 certification.

1.1.2 Provide a secure hosting/storage solution in conjunction with the web-based licensure system as described above.

1.1.3 Provide ongoing technical and programming support for product.

1.1.4 In addition to maintaining licensure data and qualification/eligibility results, NDE’s ability to implement a system that can track the data for overall effectiveness of its licensed educators, especially when correlated to the successful achievement of students, will ultimately help guide policymakers and stakeholders on where to invest time and energy to most effectively improve professional development in the State.

2. **BACKGROUND**

2.1 **PROJECT**

2.1.1 Currently, there is no single automated system that:

2.1.1.1 Tracks the movement and attributes of educators within the State from initial application for educator licensure; assignment during entire career as licensed educators; overall effectiveness and/or subsequent professional development;
or

2.1.1.2 Produces required State and federal reports; or

2.1.1.3 Provides access to timely, accurate and consistent data on public education and educator employment in the State of Nebraska.

- 2.1.2 Although the current Educator Licensure System database is electronically maintained it is a static system and not electronically adaptable or capable of enhancement, preventing its existing technology environment from being expanded for online access or data exchange. What is needed is a dynamic interactive system that can handle not only workflow processing of day-to-day licensure business but also case load management for administrative, compliance and investigative purposes that involves other Divisions within NDE, along with the flexibility for growth in monitoring individual professional development and overall educator effectiveness that can be then correlated to overall student achievement
- 2.1.3 Nebraska Department of Education existing Educator Licensure System is developed in Delphi 7 along with a public facing .NET C# web based application. The current legacy system has reached end of life and is 20+ years old.

2.1.3.1 Current Licensing System Challenges:

- A. The current User Interface of the system is more like a simple data entry form.
- B. Payment type accepted is Money Order, Cashier Check, and Credit Card (Visa, Master Card).
- C. Current system does not support storage of imaged documents.
- D. Majority of the processes are manual. There is no automated workflow and deficiency management.
- E. Current system was built in a tree structure for retrieving information. Users have to click many times after doing a search to find particular information.
- F. The current system is not configurable. A small change requires custom programming and costs to implement changes is very high.
- G. New certificate types require custom programming and support to implement.
- H. Does not track record/data discrepancies, such as incorrect birth dates or social security numbers on background-check files.
- I. Lack of integration with other NDE internal IT systems and interface with external systems requires the use of batch files.

2.2 AGENCY

Nebraska is comprised of 244 K-12 school districts (SDs), and serviced by 17 Educational Service Units (ESUs). The Nebraska Department of Education (NDE) is the State Education Agency (SEA) responsible for K-12, and a large segment of Pre-K education administration. NDE is led by the Commissioner of Education appointed by an elected State Board of Education (SBoE).

NDE IT is managed by the Technology Services office of NDE responsible for the operations and development of the Department’s Technology projects.

The Educator Licensure System is housed within the office of Accountability, Accreditation, and School Improvement Support Services under the School Improvement, Support, and Services Division. The office serves all 93 Nebraska counties throughout the State. Its mission is to provide top-quality customer service and to effectively and efficiently evaluate educator license applications in an expeditious manner, while ensuring that only those fully-qualified are licensed.

2.3 CONCURRENT IMPACTS/PROJECTS

Within the State of Nebraska and NDE there are ongoing technology projects and initiatives; however, NDE does not expect the existing and planned concurrent projects to impact with any significance the project identified within this RFP. Excluding unforeseen demands from federal or State of Nebraska oversight entities, NDE expects the licensure system project to be a top priority.

2.4 CURRENT COMPUTING ENVIRONMENT

3.4.1 NDE’s current ELS consist of the following technologies that contain portions of outdated code base:

Database Platform	SQL Server 2008
Reporting	Crystal Reports 8.5 (ELS desktop); SSRS 2014 (ELS Web Apps)
Development Language	C# and Delphi 7 (ELS desktop); C#/.NET (ELS Web Apps); Delphi/Pascal (ELS Application and Renewal Processes); C#/Winforms and Delphi/Pascal (internal sites and process in production)

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2.4.2 Current ELS functionality consists of three separate applications with integrations of batch processes.

Application	Primary Purpose
ELS Desktop Application	Issues permits and certificates, accesses central database for all educator licenses related data-elements
ELS Web Applications	End user application and payment processor for permits and certificates, public view of limited data
OnBase	Business rule processing, communication, workflow checklists, and storage of supporting digital documentation assets

2.4.3 Currently NDE utilizes an in-house developed license database for maintaining Educator License information, called simply Educator Licensure System, which is a simple database table accessed via a web-based portal for maintaining basic licensing information collected manually that is also utilized by Local Education Agencies “LEA(s)”.

2.4.4 Nebraska Department of Education – Contributing Agency

Currently the Nebraska State Patrol processes and retains the initial applicant fingerprint card submissions for up to 50 years. NDE accesses a statewide criminal history repository of all convictions that corresponds to the assigned Nebraska Unique ID that contains the data from reported arrests and dispositions by all criminal justice agencies within Nebraska.

2.4.5 Other Vendors – Participating Entity:

Currently the Educator Licensure System uses (OnBase) as its document management system that is provided by the Office of the Chief Information Officer (OCIO) of Nebraska. OnBase houses its own database separate from the ELS application.

2.5 PROJECT SOFTWARE

Nebraska Department of Education's typical desktop and laptop installation utilizes the Microsoft Windows 10 operating system as well as the Microsoft Office 365 suite of desktop tools.

To ensure future compatibility and maintainability of project management content, vendors are encouraged to use MS Project or compatible software to MS Project in **Attachment B, Project Costs**. If proposed project management software and tools are not identified above, the vendor must provide a minimum of five (5) licenses and formal training for five (5) technical users on the proposed software. All costs associated with proposed project management software and related training must be identified in **Attachment B, Project Costs**.

2.6 DEVELOPMENT SOFTWARE

- 2.6.1 NDE's current software development toolset and related operational environment is based on Microsoft and a couple applications written in Delphi 7, delivered through portal services. The back-end database is MS SQL 2008.
- 2.6.2 NDE is looking for a COTS implementation that meets or exceeds the requirements identified in *Attachment A, Requirements Matrix* that uses Microsoft technology.
- 2.6.3 NDE's project requires that any related software development toolset comply with the specific guidelines and requirements set forth below and adhere to the following general guidelines:
 - 2.6.3.1 All proposed software used in the design, development, testing and implementation of the deliverables outlined in this RFP must be approved as part of the approved contract.
 - 2.6.3.2 If application software used in the proposer's solution is not public domain, the successful vendor must provide a licensing and maintenance strategy for each license, include initial and ongoing licensing and maintenance costs within their cost proposal, and, once the RFP is awarded, work with the State to reach a mutually agreeable strategy prior to license acquisition and initiation.
 - 2.6.3.3 The State reserves the right to procure licenses for all base components and third party equipment and software based on specifications provided by the successful vendor using the State's best procurement source.

3. SYSTEM REQUIREMENTS

3.1 VENDOR RESPONSE TO SYSTEM REQUIREMENTS

Vendors must explain in sufficient detail how the vendor will satisfy the Department of Education's project requirements described below and in **Attachment A, Requirements Matrix**. If subcontractors will be used for any of the tasks, vendors must indicate what tasks and the percentage of time subcontractor(s) will spend on those tasks.

3.2 COMPUTING PLATFORM

3.2.1 Hosting

The vendors must have experience with hosting and managing environments. The hosting platforms preferred are Amazon or Azure. The considerations for hosting and managing are support staff for software updates and maintenance for the operating system and all components; network performance; security administration; as well as physical security; and a backup site. Hosting will include the UAT/Training, and Production environments.

3.2.2 Vendor Hosted Infrastructure

This service includes air conditioning, cooling equipment for the CPUs, fire protection, electrical and backup emergency electrical service, raised flooring and racking to accommodate cabling, and security. All system and data management of basic hosted systems will be the responsibility of the company that owns the equipment.

3.2.2.1 Monitoring

Vendor utilizes a centralized monitoring tool to verify systems and/or services are up and running and will establish a notification protocol to alert agency staff of possible down systems.

3.2.2.2 Operating System (OS) Security Patch Management

On a regularly scheduled basis Vendor will apply security patches and test the application to each hosted server to ensure protection from OS vulnerabilities. Critical security patches are more urgent in nature and should be applied immediately after successful testing based on vendor reported criticality, exposure of the system and know exploits to each hosted server to ensure protection from OS vulnerabilities.

3.2.2.3 Vendor will make sure that the data both in transit and rest are secured and encrypted and follows the FERPA, security requirements and other State privacy laws related to Personal Identification Security

3.2.2.4 Hardware Management

Through alert notification vendor will manage hardware failures on hosted systems.

3.2.2.5 Anti-Virus Management

Vendor will provide anti-virus software and utilize a centralized AV console to ensure timely updates to new virus definitions.

3.2.2.6 Data Security and Data Encryption

Secure method of transport for receiving and delivering data; encryption of data that is in transit.

3.2.3 Vendor Managed Hosting

This service includes management of the environment but not limited to the following support for the UAT/Training and Production environments.

3.2.3.1 Updates and Patches

Applying updates and patches to the OS and all technology components including database management and application management.

3.2.3.2 Problem Management

Troubleshoot problems with all technology components implemented.

3.2.3.3 Approved Updates

Apply all approved updates to the environment.

3.2.3.4 Development Changes and Enhancements

Responsible for all the technology development changes and enhancements in all the environments hosted by the vendor including software, database management system, reporting engine and tools.

3.2.3.5 Trained Staff

Provide the appropriate trained staff for system administration, data base administration, workflow support, system/software engineer(s) for changes to the system.

3.2.3.6 Service Level Agreements (SLAs)

Maintain associated technology components operational ability per agreed upon SLAs. Provide data backups on a regular frequency as mutually agreed to and approved in the contract. The SLAs should consider SLA semantics, uptime, penalties, exclusions, escalation, reporting and termination.

3.3 TECHNICAL REQUIREMENTS

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 COTS 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 vendor 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. Vendors are encouraged to offer software and related hardware products that accomplish the functionality objectives and align with the project goals and objectives.

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

3.3.1 System/Application Security

3.3.1.1 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.

3.3.1.2 Referring to the requirements identified in the RFP, describe the proposed solution's security features and capabilities. In addition to other pertinent content, vendors must include a description for the following:

- A. Describe proposed general application security capability and features.

- B. Describe security standards or policies inherent or currently contained within the proposed solution such as FERPA.
- C. 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.
- D. Describe how, when and what audit trail information is captured and what features are available to facilitate monitoring, reviewing and reporting.
- E. Describe how the proposed solution integrates with LDAP or other directory services, allowing for the provisioning and synchronizing of identities for centralized identity management.
- F. If the proposed solution utilizes web services, describe the authentication and authorization mechanisms used to secure such services.
- G. Describe when and where proposed data encryption of information occurs. For example, are both stored and transmitted data encrypted?
- H. Describe proposed techniques for managing and monitoring information and application access.
- I. Ability to integrate with Nebraska Cloud SSO.

3.3.2 Other Non-Functional/Technical Requirements

3.3.2.1 In addition to the system functionality described, the vendor'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.

3.3.2.2 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. In addition to other pertinent content, vendors must respond to the following:

3.3.3 System Software

The vendor 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.

- 3.3.3.1 Software releases and versions must be the most current required to correctly and properly operate the vendor's proposed solution.
- 3.3.3.2 Any other software used within the system, for which the State would need to obtain licenses, must be defined by the vendor. While the State requires each vendor 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.
- 3.3.3.3 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.
- 3.3.3.4 If the vendor's proposed solution requires desktop and/or other peripheral related software not already described in the State's current configurations, refer to *Section 3.4, Current Computing Environment and Project Software*, then the vendor 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.
- 3.3.3.5 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.

3.3.4 **System Hardware**

The vendor 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 vendor'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 vendor must be all mainstream computing equipment offered by leading computing equipment manufacturers.

3.3.4.1 **UAT/Training Environments**

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 vendor 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 vendor.

In **Attachment B, Project Costs**, vendors must provide a comprehensive equipment list including equipment make, model and primary configuration.

3.3.5 System Architecture

3.3.5.1 Vendors must describe the system architecture degree of "openness" and adherence to industry standard hardware, software, security and communications protocols.

3.3.5.2 Vendors must describe the hosting environment options.

3.3.5.3 Vendors must describe how components of the proposed architecture will remain current and supported to avoid becoming obsolete.

3.3.5.4 Vendors must provide an overview of how major hardware and software components are layered and used within the architecture.

3.3.5.5 Vendors 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.

The Vendors' system must have the ability to integrate or interface with an Ed-Fi REST API and optionally produce Ed-Fi XML. In addition, Contractor should list any integration with other common systems. Contractor must commit to supporting native integration via the Nebraska Education Data Standard (NEDS), which are the State's extensions to the Ed-Fi REST API and optionally Ed-Fi XML. Updates to NEDS will be published by the NDE by January 31 of each calendar year. Contractor must commit to continuing to support annual updates to NEDS by June, 30 of each calendar year. The NEDS are also aligned with Common Education Data Standards (CEDS) available at ceds.ed.gov. For more detailed information on NEDS and the ADVISER system, see: <https://sites.google.com/a/education.ne.gov/nde-adviser-Contractor-resources/>.

3.3.6 Disaster Recovery and System Integrity Architecture

The vendor 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.

3.3.7 System Performance, Capacity and Scalability

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.

3.3.8 System Availability, Reliability and Maintainability

3.3.8.1 The solution must be accurate and reliable. Another objective of the implementation is to ensure that system components are maintainable.

3.3.8.2 Describe how the proposed solution will meet system operational requirement.

3.3.8.3 The proposed solution must reliably produce accurate, timely and consistent results when matching the data and/or generating reports. Describe how the vendor's solution achieves these requirements.

3.3.8.4 Describe features and designs of the proposed solution that ensure component maintainability and ease of modification.

3.3.9 Service Level Agreement

The project should have a measurable Service Level Agreement. Vendors must describe the following:

3.3.9.1 The service that will be provided with service standards.

3.3.9.2 What percentage of the overall time services will be available.

3.3.9.3 Number of concurrent users that can access the environment.

3.3.9.4 Is there any limitation on the number of users that can access the generated report on the website?

3.3.9.5 The schedule for notification in advance of any changes to the hosted environment that may affect users.

3.3.9.6 Help desk response time for various issues including technical issues. Provide separate response and resolution times for each of the services identified.

3.3.9.7 The penalties as a contingent liability, exclusions, and termination.

3.3.10 **Security Architecture**

Vendors must describe how their system ensures security for access to the matching hub and reports. Include recommended maintenance and upgrade strategies.

3.3.11 **Statewide System Security Requirements**

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).

3.3.11.1 Security requirements shall be developed at the same time system planners define the requirements of the system. Requirements must permit updating security requirements as new threats/vulnerabilities are identified and/or new technologies implemented.

3.3.11.2 Security requirements and evaluation/test procedures shall be included in all solicitation documents and/or acquisition specifications.

3.3.11.3 Security considerations must be included in each phase of system development.

3.3.11.4 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.

3.3.11.5 All approved information technology services and systems must address the security implications of any changes made to a particular service or system.

3.3.11.6 The responsible agencies must authorize all changes.

3.3.11.7 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

3.4 SECURITY STANDARDS

- 3.4.1 Existing Federal and State data sharing and security agreements will need to be followed. Role based access will be 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.
 - 3.4.1.1 System security must be role-based and include a user ID and password controlled by a SLDS system security administrator who is responsible for user role assignment.
 - 3.4.1.2 Roles will be assigned based on least privileged.
 - 3.4.1.3 Passwords will be stored encrypted within the database; and
 - 3.4.1.4 Passwords must meet the State’s password standards in length and complexity.
 - 3.4.1.5 Must provide configurable password expiration and notification that password is expiring.

3.4.2 Personal Identification Security

System must meet State security standards for transmission of personal Identifiable information.

- 3.4.3 The system will be installed at the awarded vendors computing facility or a facility of the States choosing, in the virtual environment that meets the security and hosting requirement of the State.
- 3.4.4 All technology standards, including, but not limited to, password entry; hardware security; limiting of data access to staff; and separation of duties that are currently in place, will continue or be intensified.
- 3.4.5 The awarded vendor will also be expected to state specifically what software and hardware requirements will be required or recommended to meet the security requirements.
- 3.4.6 Ensure that the valid electronic signature and audit trail remain with the associated document/record throughout its life cycle.
- 3.4.7 Ensure that only authorized users may view, print, or download an electronically signed document.
- 3.4.8 Validate the electronic signature to be applied to the document, including, but not limited to a minimum number of alphanumeric characters entered as the name.

- 3.4.9 Ensure electronic document signatures, security, privacy statements, and terms and conditions of usage statements are in effect and in compliance with State and applicable regulations.
- 3.4.10 Support audit and monitoring tools.
- 3.4.11 Retain and archive all system data, associated information, such as logs and user profile information for active and inactive users, to comply with the State's retention schedule and security requirements.
- 3.4.12 Support an option to have one terms and conditions (T&C) and privacy notice available to unauthenticated users (implicit consent) and another T&C and privacy notice for authenticated users (explicit consent).
- 3.4.13 Require the user, upon system registration, to accept the T&C of system usage with an audit trail of this acceptance to remain with the user information according to State retention policies.
- 3.4.14 Encrypt sensitive data in transit and protect sensitive data at rest, including logs, in compliance with the State consolidated security policy.
- 3.4.15 Validate that users create a valid password and token that complies with the State security policy.
- 3.4.16 Encrypt the file header and payload for sensitive data.
- 3.4.17 Uniquely resolve identities (no shared logins).
- 3.4.18 Provide a security architecture that supports individuals with multiple hierarchical roles.
- 3.4.19 Support automated reset of passwords and user IDs to allow users to reset passwords themselves.
- 3.4.20 Meet the minimum State of Nebraska security guidelines including, but not limited to user authentication and use of Secure Sockets Layer (SSL).
- 3.4.21 Protection of sensitive information will include the following:
 - 3.4.21.1 Confidential Personal Data will be encrypted whenever possible;
 - 3.4.21.2 Personally identifiable information must be encrypted in transit
 - 3.4.21.3 Sensitive Data will be encrypted in all newly developed applications.
- 3.4.22 Security requirements and controls must be identified, incorporated in and verified throughout the planning, development, and testing phases of all software development

projects. Security staff must be included in all phases of the System Development Lifecycle (SDLC) from the requirement definitions phase through implementation phase.

- 3.4.23 Security specifications shall be developed by the system developer for approval by the agency owning the system at appropriate points of the system development or acquisition cycle.
- 3.4.24 All system development projects must include a documented change control and approval process and must address the security implications of all changes recommended and approved to a particular service or system. The responsible agency must authorize all changes.
- 3.4.25 Contractor will review the Nebraska Technology Access Standards, found at <http://www.nitc.nebraska.gov/standards/2-101.html> and ensure that products and/or services provided under the contract comply with the applicable standards.
 - 3.4.25.1 Separate, UAT/Training and production environments must be established on vendor hosted systems.
 - 3.4.25.2 Processes must be documented and implemented to control the transfer of software from a UAT/Training environment to a production environment.
 - 3.4.25.3 Development of software and tools must be maintained on computer systems isolated from a production environment.
 - 3.4.25.4 Access to compilers, editors and other system utilities must be removed from production systems.
 - 3.4.25.5 Controls must be established to issue short-term access to development staff to correct problems with production systems allowing only necessary access.

3.5 REQUIREMENTS MATRIX

Prior to the project detailed discussion, the successful vendor will work closely with the State to complete a refinement, validation and synchronization of the RFP functional requirements to the vendor's proposed solution. Through analysis, prototyping and project work sessions the successful vendor will assist the State in identifying additional efficiencies inherent within the vendor's solution.

- 3.5.1 Vendors must describe their proposed process to assist the State in adjusting and refining functionality contained within Functional and Technical Requirement Section, to take advantage of common and advanced features and functions contained within the proposed solution.

- 3.5.2 There are two (2) columns within the requirements matrix that must be completed and returned by the vendor for each of the *Attachment A ~ Requirements Matrix*. These columns are: "Response Code", "Explanation". The vendor must not change the structure of the requirement matrix or place any information in any other tab or column except for the two (2) designated response columns; otherwise, a proposal may be deemed "non-responsive".
- 3.5.3 "Explanation" Column – cells in this column are used to provide additional information regarding the vendor's response. Information posted into the "Explanation" column should be brief and to-the-point. Lengthy explanations are unnecessary
- 3.5.3.1 An explanation is required if the vendor marked the detailed requirement as "CC" or "TP" or "RCD" in column "Response Code". The vendor must explain what is or is not being implemented, or why the requirement cannot or will not be implemented.
 - 3.5.3.2 An explanation is optional if the vendor marked the detailed requirement as "CF" in column "Response Code".
 - 3.5.3.3 The "Explanation" column may contain information used to distinguish a vendor's solution to the requirement or point out a significant benefit to the State.
- 3.5.4 In addition to marking and returning their detailed response to each requirement contained within *Attachment A, Requirement Matrix*, the vendor must respond to the following RFP questions:
- 3.5.4.1 Vendors must acknowledge that they have reviewed the instructions, content, and information contained within the Technical and Functional Requirements section, have completed and marked their detailed matrix response, and are prepared to implement the proposed functionality for the State of Nebraska at the price presented in *Attachment B, Project Costs*.
 - 3.5.4.2 Vendors must acknowledge that they have reviewed the requirements matrix carefully to ensure that their proposal addresses all of the requirements.
 - 3.5.4.3 Where requested, vendors must respond to all of the requirements in Requirements Matrix, by properly coding and accurately indicating how the requirement is satisfied.
 - 3.5.4.4 The vendor's proposed cost and project plan must reflect the effort necessary to satisfy the requirements in the Technical and Functional Requirement section and identified in the *Attachment A, Requirement Matrix*.
 - 3.5.4.5 Vendors must acknowledge that satisfying all of the marked requirements for the State of Nebraska is included in the price contained within *Attachment B, Project Costs*.

3.5.5 Vendors must complete and return **Attachment A, Requirement Matrix** as part of their technical proposal.

Condition	Description
CF – Current	Indicates that the requirement is satisfied out-of-the-box requiring no custom code development or system modification. All costs to implement the requirement are included in the vendor’s project cost proposal presented in Attachment B, Project Costs .
CC – Current with Configuration	Indicates that the requirement is satisfied out-of-the-box or is satisfied through system configuration requiring little or no custom code development or system modification. All costs to implement the requirement are included in the vendor’s project cost proposal presented in Attachment B, Project Costs .
TP – Third Party Tool	Indicates that the requirement is satisfied using Third Party tool and may require system configuration or custom code development or system modification. All costs to implement the requirement are included in the vendor’s project cost proposal presented in Attachment B, Project Costs .
RCD – Requires Custom Development	Indicates that the requirement is satisfied with custom code development or system modification. All costs to implement the requirement are included in the vendor’s project cost proposal presented in Attachment B, Project Costs .
NA – Not Applicable	

3.5.6 Identify whether each requirement is in the firm fixed price included within the cost proposal.

3.5.7 Describe how the proposed system meets the requirements specified within this RFP.

4. SCOPE OF WORK

Scope of Work outlines project tasks, work products and deliverables to be completed and delivered by the vendor during the life of the Implementation project. As part of the proposal response, the vendor

must provide a proposed preliminary project plan with milestone and schedule as explained in **Section 4, System Requirements**. Within the proposed preliminary project plan and schedule, the vendor must reflect a recommended implementation approach and strategy for accomplishing the tasks and activities identified throughout the RFP. The vendor must complete and produce the required work products and deliverables identified throughout Scope of Work (note that listed tasks and activities are not necessarily presented in order of required completion).

Major project tasks include system requirement, configuration and modification, data migration, reports development, system integration, desk procedure development, testing, training, and implementation. The preferred solution will draw on recent implementation successes, Commercial Off-the-Shelf (COTS) software, and other viable products configured and implemented to satisfy NDE RFP requirements.

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

- Project Planning and Administration;
- System Environment Configuration;
- System Requirements;
- Data Migration: Data Quality Check, Cleansing and Migration;
- System Design, Development and Configuration;
- Test Plan and User Acceptance Testing;
- Operations and Support Documentation;
- Training;
- Production System Implementation; and
- Warranty and Maintenance Support.

Each of the above project tasks and deliverables include multiple work products, and may include sections specific to core functionality.

Each of the major project tasks includes one or more deliverables and related work products. Deliverables are associated with work products represent the completion of specific project work. Both the deliverables and work products formally communicate and represent project progress. Each deliverable consists of one or more work products. 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.

Proposers must reflect within their proposal response and preliminary project plan their recommended approach to scheduling and accomplishing all work products and deliverables. Each work product and deliverable identified within this RFP must be included in the proposer's preliminary project plan.

4.1 VENDOR RESPONSE TO SCOPE OF WORK

- 4.1.1 Within the proposal, vendors must provide information regarding their approach to meeting the requirements described within *Sections 5.4 through 5.15*.
- 4.1.2 If subcontractors will be used for any of the tasks, vendors must indicate what tasks and the percentage of time subcontractor(s) will spend on those tasks.
- 4.1.3 Vendor's response must be limited to no more than two (2) pages per task not including appendices, samples and/or exhibits.

4.2 DELIVERABLE SUBMISSION AND REVIEW PROCESS

Once 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.

4.2.1 General

- 4.2.1.1 The contractor must provide one (1) master (both hard and soft copies) and four (4) additional hard copies of each written deliverable to the appropriate State Project Manager as identified in the contract.
- 4.2.1.2 Once a deliverable is approved and accepted by the State, the contractor must provide an electronic copy. The State may, at its discretion, waive this requirement for a particular deliverable.
- 4.2.1.3 The electronic copy must be provided in software currently utilized by the agency or provided by the contractor.
- 4.2.1.4 Deliverables will be evaluated by the State utilizing mutually agreed to acceptance/exit criteria.

4.2.2 Deliverable Submission

- 4.2.2.1 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, the following:
 - A. Cover letter;
 - B. Table of Contents with a brief description of the content of each section;
 - C. Anticipated number of pages; and

D. Identification of appendices/exhibits.

4.2.2.2 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.

4.2.2.3 Deliverables must be developed by the contractor according to the approved format and content of the summary document for each specific deliverable.

4.2.2.4 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.

4.2.2.5 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 (*refer to Attachment G ~ Project Deliverable Sign-off Form*) with the appropriate sections completed by the contractor.

4.2.3 Deliverable Review

4.2.3.1 General

A. The State's review time begins on the next working day following receipt of the deliverable.

B. The State's review time will be determined by the approved and accepted detailed project plan and the approved contract.

C. 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.

D. 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.

E. Deliverables determined to be incomplete and/or unacceptable for review will be rejected, not considered delivered and returned to the contractor.

F. 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.

4.2.3.2 Accepted

- A. If the deliverable is accepted, the original deliverable sign-off form signed by the appropriate State representatives will be returned to the contractor.
- B. Once the contractor receives the original deliverable sign-off form, the State can then be invoiced for the deliverable (***refer to Section 8, Financial***).

4.2.3.3 Comments/Revisions Requested by the State

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

- A. The original deliverable sign-off form with an updated entry to the deliverable submission and review history section.
- B. 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.
- C. The State's first review and return with comments will be completed within the times specified in the contract.
- D. The contractor will have five (5) working days, unless otherwise mutually agreed to, for review, acceptance and/or rejection of the State's comments.
- E. 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.
- F. Agreements made during meetings to resolve issues must be documented separately.
- G. Once an agreement is reached regarding changes, the contractor must incorporate them into the deliverable for resubmission to the State.
- H. All changes must be easily identifiable by the State.
- I. 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.
- J. The resubmitted deliverable must be accompanied by the original deliverable sign-off form.

- K. This review process continues until all issues have been resolved within a mutually agreed upon time frame.
- L. During the re-review process, the State may only comment on the original exceptions noted.
- M. All other items not originally commented on are considered to be accepted by the State.
- N. Once all revisions have been accepted, the original deliverable sign-off form signed by the appropriate State representatives will be returned to the contractor.
- O. The contractor must provide one (1) updated and complete master paper copy of each deliverable after approval and acceptance by the State.
- P. Once the contractor receives the original deliverable sign-off form, the State can then be invoiced for the deliverable (*refer to Section 8, Financial*).

4.2.3.4 Rejected, Not Considered Delivered

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

- A. The original deliverable sign-off form with an updated entry to the deliverable submission and review history section.
- B. The original deliverable and all copies with a written explanation as to why the deliverable is being rejected, not considered delivered.
- C. The contractor will have five (5) working days, unless otherwise mutually agreed to, for review, acceptance and/or rejection of the State's comments.
- D. 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.
- E. Resubmission of the deliverable must occur within a mutually agreed upon time frame.

- F. The resubmitted deliverable must be accompanied by the original deliverable sign-off form.
- G. Upon resubmission of the completed deliverable, the State will follow the steps outlined in **Section 5.2.3.2, Accepted**, or **Section 5.2.3.3, Comments/Revisions Requested by the State**.

4.3 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 kick off meeting will include, but not be limited to:

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

4.4 PROJECT PLANNING AND ADMINISTRATION

4.4.1 Objective

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

4.4.2 Activities

The awarded vendor must:

4.4.2.1 Work with the State to provide a detailed project plan with fixed deadlines but not be limited to:

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

4.4.2.2 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 facsimile or email.

The agenda may include, but not be limited to:

- A. Review and approval of previous meeting minutes;
- B. Contractor project status;
- C. State project status;
- D. Contract status and issues, including resolutions;
- E. Quality Assurance status;
- F. New action items;
- G. Outstanding action items, including resolutions;
- H. Setting of next meeting date; and
- I. Other business.

4.4.2.3 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:

- A. Overall completion status of the project in terms of the State approved project work plan and deliverable schedule;
- B. Accomplishments during the period, including State staff/stakeholders interviewed, meetings held, JAD sessions and conclusions/decisions determined;
- C. Problems encountered and proposed/actual resolutions;
- D. What is to be accomplished during the next reporting period;
- E. Issues that need to be addressed, including contractual;
- F. Quality Assurance status;
- G. Updated MS Project time line showing percentage completed, tasks assigned, completed and remaining;
- H. Identification of schedule slippage and strategy for resolution;
- I. Contractor staff assigned and their location/schedule;
- J. State resources required for activities during the next time period; and
- K. Resource allocation percentages including planned versus actual by project milestone.

4.4.2.4 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.

4.4.2.5 Develop a risk management plan to ensure that risks are identified, planned for, analyzed, communicated and acted upon effectively.

4.4.2.6 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.

4.4.2.7 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.

4.4.2.8 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.

4.4.2.9 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.

4.4.3 Deliverables

5.4 PLANNING AND ADMINISTRATION DELIVERABLES			
DELIVERABLE NUMBER	DESCRIPTION OF DELIVERABLE	ACTIVITY	STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)
5.4.3.1	Detailed Project Plan	5.4.2.1	15
5.4.3.2	Attendance at all scheduled meetings	5.4.2.2	N/A
5.4.3.3	Written Semi-Monthly Project Status Report	5.4.2.3	5
5.4.3.4	Communication Plan	5.4.2.4	10
5.4.3.5	Risk Management Plan	5.4.2.5	10
5.4.3.6	Quality Assurance Plan	5.4.2.6	10
5.4.3.7	Change Management Plan	5.4.2.7	10
5.4.3.8	Knowledge Transfer Plan	5.4.2.8	10
5.4.3.9	Post Implementation Evaluation Review	5.4.2.9	5

4.5 SYSTEM ENVIRONMENT AND CONFIGURATION

4.5.1 Objective

Confirm, build and test project system hardware and software 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.

4.5.2 Activities

The vendor must provide the following:

4.5.2.1 System Environment Configuration Plan

- A. 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.

- B. The plan must describe detailed server 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 project system environments to be installed include:
 - 1. User Acceptance Test (UAT)/Training Environment; and
 - 2. Production Environment.

4.5.2.2 Software Licensing and Distribution Plan

The vendor must submit a Software Licensing and Distribution Plan for review and approval. The 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.

4.5.2.3 Migration and Management Plan

The vendor shall document and submit for approval a Migration and Management Plan. The plan will describe how the vendor will migrate completed and updated code and components throughout the project schedule while maintaining stability across all system environments. The plan will be used to control how and when completed project components are migrated to the various project system environments including up to and through the production environment. The plan must include and describe how the vendor will complete and conduct hardware and software configuration management during the life of the contract. The vendor must manage and control project component updates and version releases into the various system environments while maintaining a stable project work and operational environment. The vendor shall develop, implement, manage and execute the approved Component Migration and Management Plan throughout the life of the project.

4.5.2.4 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**.

4.5.2.5 Establish Production Environments

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**.

4.5.2.6 Backup and Recovery Plan

The plan shall address the vendor’s approach to providing system backup and disaster recovery for their solution. This plan shall include:

- A. Failure scenarios, probability of occurrence, impact, and duration and priority;
- B. Processes and procedures employed for failures of significance. This must include detailed tasks, sequencing, participant roles, escalation procedures, and operational procedures;
- C. Hot-Site facility cut-over, if applicable;
- D. Required repair and response times for recovery in case of disaster;
- E. Contingency matrix; and
- F. Back-up frequency, mechanisms/media, and data.

4.5.3 Deliverables

5.5 SYSTEM ENVIRONMENT AND CONFIGURATION			
DELIVERABLE NUMBER	DESCRIPTION OF DELIVERABLE	ACTIVITY	STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)

5.5 SYSTEM ENVIRONMENT AND CONFIGURATION			
5.5.3.1	System Environment Configuration Plan	5.5.2.1	5
5.5.3.2	Software Licensing and Distribution Plan	5.5.2.2	5
5.5.3.3	Migration and Management Plan	5.5.2.3	5
5.5.3.4	Establish UAT/Training Environment	5.5.2.4	5
5.5.3.5	Establish Production Environment	5.5.2.5	10
5.5.3.6	Backup and Recovery Plan	5.5.2.6	5

4.6 SYSTEM REQUIREMENTS

4.6.1 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.

4.6.2 Activities

The vendor must perform and provide the following:

4.6.2.1 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.

4.6.2.2 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 software supports.

4.6.2.3 Requirements Traceability Matrix and

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.

4.6.3 Deliverables

5.6 SYSTEM REQUIREMENTS			
DELIVERABLE NUMBER	DESCRIPTION OF DELIVERABLE	ACTIVITY	STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)
5.6.3.1	Functional Requirements and Concept of Operations	5.6.2.1	10
5.6.3.2	Detailed System Requirements Validation and Analysis	5.6.2.2	10
5.6.3.3	Requirements Traceability Matrix	5.6.2.3	5

4.7 DATA MIGRATION; QUALITY CHECK, CLEANSING AND MIGRATION

4.7.1 Objective:

The objective of this task is to migrate historical data after cleansing the data from the existing systems to the new system.

4.7.2 Activities:

4.7.2.1 The vendor shall work with NDE to develop a comprehensive data migration plan and establish possible alternatives where possible. Vendor will complete a data quality check and provide report to NDE for verification. Vendor shall work with NDE to cleanse data before migration. All the data, files in support of the current licensing system must be migrated to the new system. The plan must include at a minimum:

- A. Map existing data to the new system. NDE will provide access to staff knowledgeable of the existing systems and databases.
- B. Document rules for extracting existing data, data quality check, data cleansing, and loading the cleansed data to the new system and validating of the migrated data. The vendor will work with NDE to define test cases for validating migrated data.

4.7.2.2 Migrate existing data, files to UAT for validations and demonstrations.

4.7.2.3 Migrate existing data and files to the production environment for go-live.

4.7.3 Deliverables

5.7 DATA MIGRATION; DATA QUALITY CHECK, CLEANSING AND MIGRATION			
DELIVERABLE NUMBER	DESCRIPTION OF DELIVERABLE	ACTIVITY	STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)
5.7.3.1	Detailed data migration plan	5.7.2.1	10
5.7.3.2	Migrate to UAT	5.7.2.2	10
5.7.3.3	Migrate to Production	5.7.2.3	10

4.8 SYSTEM DESIGN, DEVELOPMENT AND CONFIGURATION

4.8.1 Objective

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.

4.8.2 Activities

The vendor shall provide the following:

4.8.2.1 Configure, customize, and develop the system to meet NDE requirements,

The vendor shall develop and document the steps and tasks required to install, configure, customize, develop and implement completed components. This includes:

- A. Configuration, customization, and development of system components as per requirements.
- B. Canned (preformatted) reports with filter and sort and ability to export in pdf and excel options. For the purpose of cost estimation, vendor should plan for 10 canned reports.
- C. Ability for some of the canned reports to be published on NDE websites and refreshed automatically at a predefined frequency
- D. Adhoc reporting ability that allows nontechnical users to query data using the Licensing System User Interface and not have to login to the database. All reports shall have the ability to export to Microsoft Excel. The adhoc reporting ability should allow

security parameters to be set from the System Administration menu for determining which database objects end-users can see and query from

- E. Demonstrations, walk-throughs of system to users at various stages to ensure the system requirements are being met and the implementation is on target.
- F. The vendor will conduct quality assurance testing of system and fix defects prior to delivering it for User Acceptance Testing (UAT) and Production.
- G. The vendor will ensure the system meets the performance and SLA requirements proposed.

4.8.2.2 Overall System Architecture

The objective of this task is to develop a high level overall system diagrams that describes the system architecture, software and hardware components. Diagrams shall include:

- A. Overall system architecture diagram, including technology that will be used (hardware & software), including any third-party products that will be used;
- B. Configuration parameters, including, but not limited to: lookup values, event triggers, key data fields, user roles, user interface and screen navigation; and
- C. Description of technical and non-technical functions NDE will need to perform for the ongoing support of the system.

4.8.3 Deliverables

5.8 SYSTEM DEVELOPMENT AND CONFIGURATION			
DELIVERABLE NUMBER	DESCRIPTION OF DELIVERABLE	ACTIVITY	STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)
5.8.3.1	Configure, customize, develop system to meet the requirements	5.8.2.1	TBD
5.8.3.2	Overall System Architecture	5.8.2.2	10

4.9 TEST PLAN AND USER ACCEPTANCE TESTING

4.9.1 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.

4.9.2 Activities:

4.9.2.1 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.

4.9.2.2 The vendor shall provide training to the NDE team before the start of the UAT and review test plan and cases.

4.9.3 Deliverables

5.9 TEST PLAN AND USER ACCEPTANCE TESTING			
DELIVERABLE NUMBER	DESCRIPTION OF DELIVERABLE	ACTIVITY	STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)
5.9.3.1	Fully functional environment including migrated data and files. Support during UAT	5.9.2.1	TBD
5.9.3.2	Training to NDE and review of test plan and cases.	5.9.2.2	TBD

4.10 OPERATIONS AND SUPPORT DOCUMENTATION

4.10.1 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.

The vendor must provide the following:

4.10.1.1 **Baseline Documentation**

The vendor shall provide available user operational and support baseline documentation. Baseline documentation may include existing online help and desk procedures, existing system and user reference manuals, and other useful operational documentation already in place. Baseline documentation may be used as a starting point for enhancing products specific to NDE.

4.10.1.2 **Updated Online Help**

The vendor shall provide readily available and easily maintained online help to system users, which is context-sensitive and accessible by search. Online help must match the final NDE system and should include tutorials, procedural directions, feature descriptions and applicable reference material for both internal and external users.

4.10.1.3 **Updated 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.

4.10.1.4 **Updated Technical and Operational Documentation**

Updated online technical documentation must include details for the NDE users to interact with the hosted environments. This documentation shall include database references, 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.

4.10.2 **Deliverables**

5.10 OPERATIONS AND SUPPORT DOCUMENTATION			
DELIVERABLE NUMBER	DESCRIPTION OF DELIVERABLE	ACTIVITY	STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)
5.10.3.1	Baseline Documentation	5.10.2.1	10
5.10.3.2	Updated Online Help	5.10.2.2	10
5.10.3.3	Updated Desk Procedures and Reference Materials	5.10.2.3	15

5.10 OPERATIONS AND SUPPORT DOCUMENTATION			
5.10.3.4	Updated Technical and Operational Documentation	5.10.2.4	10

4.11 TRAINING

4.11.1 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.

4.11.2 Activities

The vendor must provide the following:

4.11.2.1 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:

- A. Overall training strategy and approach addressing end-user, technical, and periodic operational requirements;
- B. Information regarding training techniques to be used including lectures, videos, handouts, work samples, practice scenarios, reference sheets, student manuals, etc.;
- C. Classroom requirements, desktop and software requirements, system access requirements, required user-training security profiles, class locations, schedules and other logistics;
- D. Overall training schedule that references all training to be provided.

4.11.2.2 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.

4.11.2.3 **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.

4.11.3 **Deliverables**

5.11 TRAINING			
DELIVERABLE NUMBER	DESCRIPTION OF DELIVERABLE	ACTIVITY	STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)
5.11.3.1	Training Plan	5.11.2.1	7
5.11.3.2	User Training	5.11.2.2	7
5.11.3.3	Technical and Operations Training	5.11.2.3	10

4.12 **PRODUCTION SYSTEM IMPLEMENTATION AND POST IMPLEMENTATION REVIEW**

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.

4.12.1 **Activities**

The vendor must provide the following:

4.12.1.1 **Production System Implementation Plan**

- A. The vendor shall develop, deliver, maintain and execute a Production System Implementation Plan, which identifies key milestones, methods, processes, equipment and software

requirements, staffing, deliverables, and success criteria necessary to fully implement the system.

- B. The Production System Implementation Plan includes all major activities involved in system migration, business rule definition, data load, training, site preparation, and system deployment.
- C. The plan must include:
 - 1. Tasks to be performed by NDE and vendor resources; and
 - 2. An estimate of State staff effort, task time, and resources necessary to complete implementation.
- D. The Plan will be updated for each major project iteration/phase released into production.

4.12.1.2 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.

4.12.1.3 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. During the initial cut-over and first three (3) weeks of operation, the vendor will provide resources at NDE’s primary business locations to assist the user community with cut-over tasks and start-up operations and provide hands-on instruction and help. Initial system discrepancies and issues will be logged, categorized, and prioritized for resolution with input from State project management.

4.12.1.4 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:

- A. Overview of implementation results;
- B. Summary of data cleanup activities completed and required;
- C. Summary of data migration activities completed and required;
- D. Description of major issues encountered, resolutions completed, and corrective action plans for outstanding issues;
- E. Comparison of planned and actual implementation schedule;
- F. Summary of end-user and technical feedback regarding system usage and processing post implementation; and
- G. Lessons learned for future system enhancement and change redeployment.

4.12.1.5 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.

4.12.2 Deliverables

5.12 PRODUCTION SYSTEM IMPLEMENTATION AND POST IMPLEMENTATION REVIEW			
DELIVERABLE NUMBER	DESCRIPTION OF DELIVERABLE	ACTIVITY	STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)
5.12.3.1	Production System Implementation Plan	5.12.2.1	7
5.12.3.2	Production Site Preparation	5.12.2.2	5
5.12.3.3	Production System Implementation	5.12.2.3	7
5.12.3.4	Post Implementation Review	5.12.2.4	10
5.12.3.5	Production System Operations and Support	5.12.2.5	10

4.13 WARRANTY AND MAINTENANCE SUPPORT

4.13.1 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.

4.13.2 **Activities**

4.13.2.1 **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:

- A. All system documentation, operating procedures, and user desk procedures are defined and provided;
- B. Training has been completed;
- C. Each iteration of the system has been tested, converted, installed and sufficiently monitored in production to validate operation and business cycles; and
- D. Final NDE approval and acceptance of Implementation has occurred.

4.13.2.2 **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:

- A. Vendor system maintenance support requests are initiated by NDE or the vendor when new requirements or system enhancements occur.
- B. 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 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.

- C. 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.
- D. 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.

5.13 Deliverables

5.13 WARRANTY AND MAINTENANCE SUPPORT			
DELIVERABLE NUMBER	DESCRIPTION OF DELIVERABLE	ACTIVITY	STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)
5.13.3.1	Warranty	5.13.2.1	7
5.13.3.2	Vendor Maintenance and Support	5.13.2.2	10

4.13.1 Invoices

Vendor will submit invoices according to the procedures and requirements set forth by NDE. It is expected that the payment schedule for this contract will be monthly with one payment for the services performed and deliverables provided during each month. The proposed contract will run from February 1, 2019 through January 31, 2020. Vendor will confirm its agreement to fulfill this requirement.

J. 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 nine (9) months' notice of intent to not renew the contract. NDE will only notify the Contractor at least nine (9) 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.
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.

B. PAYMENTSCHEDULE

The payment schedule for the project will be 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 Number RFP NDE.NDE.ELS.2018

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. 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.

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 Number RFP NDE.ELS.2018

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:

nde.pmo@nebraska.gov. Email must be entitled "Intent to Bid RFP"

ATTACHMENT A – REQUIREMENTS MATRIX



RequirmentsMatrix
ver 0.03.docx

To open the document, double click on the icon.

ATTACHMENT B – PROJECT COSTS

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.



Project Costs
v0.02.xls

To open the document, double click on the icon.