

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
84742 O4

PAGE 1 of 3	ORDER DATE 01/15/19
BUSINESS UNIT 25480016	BUYER ANNETTE WALTON (AS)
VENDOR NUMBER: 1277345	
VENDOR ADDRESS: SAFETECH SOLUTIONS LLP 29251 POTASSIUM ST NW ISANTI MN 55040-5816	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

FEBRUARY 01, 2019 THROUGH JANUARY 31, 2022

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5947 Z1

Contract to supply and deliver Emergency Medical Services Consulting Services to the State of Nebraska as per the attached specifications for the period February 1, 2019 through January 31, 2022. The contract may be renewed for two (2) additional two (2) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Aaron Reinert, MA, Partner
Phone (Office): 866-611-5515
Phone (Cell): 651-248-4239
Fax: 858-777-5455
E-Mail: aaron@safetechsolutions.us

(1/15/19 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	STAGE ONE OF ASSESSMENT INITIAL AWARD FEBRUARY 1, 2019 TO JANUARY 31, 2022	15.0000	EA	0.0000	0.00
2	STAGE TWO OF ASSESSMENT INITIAL AWARD FEBRUARY 1, 2019 TO JANUARY 31, 2022	15.0000	EA	10,600.0000	159,000.00
3	STAGE THREE OF ASSESSMENT INITIAL AWARD FEBRUARY 1, 2019 TO JANUARY 31, 2022	15.0000	EA	5,500.0000	82,500.00
4	ADD WRITTEN REPORT 1-10 PER YR INITIAL AWARD FEBRUARY 1, 2019 TO JANUARY 31, 2022	10.0000	EA	0.0000	0.00
5	ADD WRITTEN REPORTS 11 PLUS INITIAL AWARD FEBRUARY 1, 2019 TO JANUARY 31, 2022	10.0000	EA	50.0000	500.00

DHHS Division Director

2/11/19
ANNE WALTON
BUYER
2/8/19
2/13/19
MATERIEL ADMINISTRATOR

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PAGE 2 of 3	ORDER DATE 01/15/19
BUSINESS UNIT 25480016	BUYER ANNETTE WALTON (AS)
VENDOR NUMBER: 1277345	

CONTRACT NUMBER
84742 04

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
6	ADD SITE VISIT OR CONSULT INITIAL AWARD FEBRUARY 1, 2019 TO JANUARY 31, 2022	10.0000	DY	2,000.0000	20,000.00
7	TARGETED ASSESSMENT INITIAL AWARD FEBRUARY 1, 2019 TO JANUARY 31, 2022	15.0000	EA	12,000.0000	180,000.00
8	TRAVEL COST INITIAL AWARD FEBRUARY 1, 2019 TO JANUARY 31, 2022	3,000.0000	\$	1.0000	3,000.00
9	STAGE ONE OF ASSESSMENT OPT REN 1 YEAR 4-5 FEBRUARY 1, 2022 TO JANUARY 31, 2024	10.0000	EA	0.0000	0.00
10	STAGE TWO OF ASSESSMENT OPT REN 1 YEAR 4-5 FEBRUARY 1, 2022 TO JANUARY 31, 2024	10.0000	EA	11,200.0000	112,000.00
11	STAGE THREE OF ASSESSMENT OPT REN 1 YEAR 4-5 FEBRUARY 1, 2022 TO JANUARY 31, 2024	10.0000	EA	5,750.0000	57,500.00
12	ADD WRITTEN REPORT 1-10 PER YR OPT REN 1 YEAR 4-5 FEBRUARY 1, 2022 TO JANUARY 31, 2024	10.0000	EA	0.0000	0.00
13	ADD WRITTEN REPORTS 11 PLUS OPT REN 1 YEAR 4-5 FEBRUARY 1, 2022 TO JANUARY 31, 2024	10.0000	EA	55.0000	550.00
14	ADD SITE VISIT OR CONSULT OPT REN 1 YEAR 4-5 FEBRUARY 1, 2022 TO JANUARY 31, 2024	10.0000	DY	2,500.0000	25,000.00
15	TARGETED ASSESSMENT OPT REN 1 YEAR 4-5 FEBRUARY 1, 2022 TO JANUARY 31, 2024	10.0000	EA	12,600.0000	126,000.00
16	TRAVEL COST OPT REN 1 YEAR 4-5 FEBRUARY 1, 2022 TO JANUARY 31, 2024	1,000.0000	\$	1.0000	1,000.00
17	STAGE ONE OF ASSESSMENT OPT REN 2 YEAR 6-7 FEBRUARY 1, 2024 TO JANUARY 31, 2026	10.0000	EA	0.0000	0.00


BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
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PAGE 3 of 3	ORDER DATE 01/15/19
BUSINESS UNIT 25480016	BUYER ANNETTE WALTON (AS)
VENDOR NUMBER: 1277345	

CONTRACT NUMBER
84742 O4

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
18	STAGE TWO OF ASSESSMENT OPT REN 2 YEAR 6-7 FEBRUARY 1, 2024 TO JANUARY 31, 2026	10.0000	EA	11,400.0000	114,000.00
19	STAGE THREE OF ASSESSMENT OPT REN 2 YEAR 6-7 FEBRUARY 1, 2024 TO JANUARY 31, 2026	10.0000	EA	5,850.0000	58,500.00
20	ADD WRITTEN REPORT 1-10 PER YR OPT REN 2 YEAR 6-7 FEBRUARY 1, 2024 TO JANUARY 31, 2026	10.0000	EA	0.0000	0.00
21	ADD WRITTEN REPORTS 11 PLUS OPT REN 2 YEAR 6-7 FEBRUARY 1, 2024 TO JANUARY 31, 2026	10.0000	EA	60.0000	600.00
22	ADD SITE VISIT OR CONSULT OPT REN 2 YEAR 6-7 FEBRUARY 1, 2024 TO JANUARY 31, 2026	10.0000	DY	2,500.0000	25,000.00
23	TARGETED ASSESSMENT OPT REN 2 YEAR 6-7 FEBRUARY 1, 2024 TO JANUARY 31, 2026	10.0000	EA	12,800.0000	128,000.00
24	TRAVEL COST OPT REN 2 YEAR 6-7 FEBRUARY 1, 2024 TO JANUARY 31, 2026	1,000.0000	\$	1.0000	1,000.00
Total Order					1,094,150.00


BUYER INITIALS

For public information purposes only; not part of contract.

**Request for Proposal Number 5947 Z1
Contract Number 84742 O4
Proposal Opening: November 26, 2018**

In accordance with Nebraska Revised Statutes §84.712.05(3), the following material(s) has not been included due to it being marked proprietary.

The Paramedic Foundation

1. None

SafeTech Solutions LLP

1. None

Public Consulting Group, Inc.

1. None

ORIGINAL



RFP Number 5947 Z1

Technical Proposal

**Emergency Medical Services
Assessment and Consulting Services
for
The State of Nebraska**

To:

**Annette Walton, Buyer
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508
(402) 471-6500**

November 20, 2018

SafeTech Solutions Contact:
**Aaron Reinert, MA, NRP, Partner
29251 Potassium Street NW
Isanti, MN 55040
Tel (651) 248-4239**

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I. Executive Summary

Emergency Medical Services (EMS) are a key component of health, safety and quality of life in Nebraska communities. An outside assessment of a local EMS agency, when done well, can be a powerful aid in ensuring local services are reliable, sustainable and deliver quality. The Nebraska Department of Health and Human Services (DHHS) is seeking proposals for the provision of EMS assessments of local and regional EMS, and SafeTech Solutions is uniquely qualified and prepared to ensure DHHS's success in this project.

Emergency Medical Services, as a field, has undergone major changes in recent years, and EMS organizations across the nation will continue to confront challenges and pressures. Increasing demand for out-of-hospital and emergency healthcare services, along with changes in the healthcare landscape, require ever-higher levels of preparation and skill from ambulance services, even as declining volunteerism and regionalization of healthcare complicate efforts to keep services adequately staffed.

Over the past 40 years, Nebraska's 420 EMS agencies developed locally, organically, with limited resources and limited regional and statewide planning. Consequently, each service is unique and deeply rooted in local traditions, practices, politics and a fierce community pride that was required for sustainability. In recent years, as workforce and funding challenges have grown, Nebraska communities and agencies have often been reluctant to seek outside help. This reluctance comes from concerns about exposing service vulnerabilities and losing control.

The key to making assessments accepted and useful to local stakeholders comes from an approach that sees beyond the organization and EMS operations, and seeks to understand that EMS is deeply embedded in a community of people that is unique and has specific local challenges, concerns, needs and desires. Such an approach must be concerned with relationships, trust, understanding and the sociology and psychology of change, and such an approach must understand that solutions must fit the local environment, leadership and resources.

For more than a decade, SafeTech Solutions has been researching rural and small town EMS in the Great Plains and intermountain states. It has honed its assessment approach from extensive assessment work in North Dakota, South Dakota, Nebraska, Wyoming, Utah, Minnesota and Wisconsin. SafeTech's consultants bring a unique blend of EMS experience, academic preparation and research to the project.

SafeTech Solutions builds its assessments on a deep understanding of how change is made in rural EMS systems and communities. Its consultants provide more than simple EMS assessments and reports. They listen deeply to local challenges, work with communities to understand their unique socioeconomic, geographic and demographic needs, and have a successful track record in helping communities take steps toward creating meaningful, lasting and positive change.

II. Corporate Overview

a) Identification and Information

SafeTech Solutions is a limited liability partnership with its headquarters located at: 29251 Potassium Street, NW, Isanti, MN 55040. SafeTech Solutions, LLP was founded in 2004, and the name and form of the organization has not changed since it was first organized.

b) Financial Statements

Since 2004, SafeTech Solutions has provided specialized EMS consulting services to individuals, organizations and communities in the emergency medical services field. SafeTech Solutions has dedicated itself to one-of-a-kind projects to study and deeply understand EMS, especially rural EMS. Some of these projects include: the North Dakota Rural EMS Improvement Project; a contract to provide assessment to every ambulance service in the state of Wyoming; and aiding South Dakota in creating an EMS Agenda for the Future. SafeTech Solutions also has had over 2,500 students attend our EMS Leadership Academy, which is often sponsored by State Offices of EMS (for example, in South Dakota, North Dakota, Nebraska and Wyoming).

SafeTech Solutions' client base ranges from ambulance services responding to less than 100 calls a year, to ambulance services responding to over 3 million calls a year. Our clients include: cities, counties, hospitals, hospital systems, private not-for-profit and for-profit organizations, as well as local units of government, state government, Tribal agencies and federal agencies.

SafeTech Solutions has the financial resources and reserves to accomplish the goals, objectives and deliverables requested in this RFP. This statement is supported by our 10+-year history of providing services to organizations of all sizes and scopes, ranging from individual agencies, to a 18-month project assessing a state's entire EMS system.

SafeTech Solutions confidently welcomes inquiries into any of our references and/or past clients. We are proud to work with one of the nation's largest banking systems, US Bank; their point of contact for our organization is Danielle Wallenbecker, US Bank Branch Manager, North Branch, MN, (651) 674-1733.

c) Change of Ownership

SafeTech Solutions, LLP does not anticipate any change of ownership during the twelve (12) months following the proposal due date.

d) Office Location

The office location of the SafeTech Solutions bidder responsible for performance of work is: 29251 Potassium Street, NW, Isanti, MN 55040.

e) Relationships with the State

SafeTech Solutions, LLP has contracted with the state of Nebraska in the previous two years for the following services: EMS Leadership training, contracted by the Office of Emergency Health Systems, Nebraska Department of Health and Human Services (Contracts

#179055 and #168883); comprehensive review and evaluation of EMS operations for the City of Crete and EMS agencies, contracted by the Office of Emergency Health Systems, Nebraska Department of Health and Human Services (Contract #189161); and comprehensive EMS assessment and technical assistance, development strategies and planning for DHHS, ambulance services and Critical Access Hospitals, contracted by the Office of Emergency Health Systems, Nebraska Department of Health and Human Services (Contract #179095).

f) Employee Relations to State

No Party named in SafeTech Solutions' proposal response is or was an employee of the State within the past twelve (12) months. No employee of any agency of the State of Nebraska is employed by or a subcontractor of SafeTech Solutions, as of the due date for proposal submission.

g) Contract Performance

There have been no instances of contract termination for default by SafeTech Solutions or any of its proposed subcontractors during the past five (5) years. SafeTech Solutions has never had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason.

h) Corporate Experience

SafeTech Solutions has many years of experience conducting EMS assessments similar to the work described in this RFP. Not only does SafeTech Solutions regularly and continuously conduct comprehensive EMS assessments across the nation, it has a long and successful history specializing in assessments of areas defined as rural and super rural and for services with largely volunteer workforces.

The following list briefly describes three recent projects completed by SafeTech Solutions that will serve as examples of our work in areas similar to the RFP:

**Example One:
Assessment of Grand County, Utah
Emergency Medical Services**

In 2016, SafeTech Solutions performed a comprehensive assessment of the emergency medical services in Grand County, Utah. The final report was submitted to the Grand County EMS leadership team in September 2016, after a study and assessment period of approximately two months. Initial estimation of the length of time to complete the assessment was three months. SafeTech Solutions performed the assessment for Grand County EMS as the prime Contractor of the work. Responsibilities included performance of a site visit, approximately 20 interviews with key stakeholders, extensive research about Grand County and its EMS system, and scrutiny of financial and operational data for Grand County EMS.

The goals and context of the Grand County EMS project are similar to the RFP responded to here. Both assessments capitalize on SafeTech Solutions' extensive understanding of and expertise guiding rural EMS systems. Grand County is a 3,694-square mile rural county in southeastern Utah with a population of approximately 9,429 residents. In its assessment of

Grand County's EMS system, SafeTech Solutions applied the same methodology as it proposes to apply in Nebraska. This methodology involves quantitative and qualitative data research, including site visits and interviews, reviews of documents and data, and the generation of recommendations based on industry best practices as well as what is practical and doable in the local region.

In Grand County, SafeTech Solutions evaluated the ambulance organization (organizational structure, leadership and operations) with special attention to the social, economic, demographic, cultural and political issues in the region. SafeTech Solutions provided guidance to the leadership team on how to lead change and lead an agency of both paid and volunteer staff. Our consultants evaluated the current state, reliability and long-term sustainability of EMS in the county, both validating system components that are working well and making recommendations for change and improvement where needed. SafeTech Solutions delivered its observations and recommendations in clear, precise language and provided implementation steps that spelled out and made graspable, meaningful change possible for the county. Reference contact information for Grand County EMS is: Andy Smith, Director, (435) 259-1301, asmith@grandcountyutah.net.

**Example Two:
Assessment of Emergency Medical Services
at South Central Wyoming EMS**

In July 2017, SafeTech Solutions delivered the final report of its assessment of emergency medical Services at South Central Wyoming EMS (SCWEMS) to the SCWEMS Board of Directors. SafeTech Solutions conducted a focused assessment of the organization, with the scope of work defined as an assessment of the organization's long-term sustainability, reliability and viability. This was done through interviews with key stakeholders, a review of data provided by the organization (operational data and financial reports) and a presentation of observations, key findings and recommendations. SafeTech Solutions was the prime Contractor of the work, which took place on an agreed-upon schedule in the late spring and early summer of 2017.

The challenges faced by SCWEMS are similar to those facing Nebraska's EMS organizations, and SafeTech Solutions' work for SCWEMS is similar to work proposed in response to the RFP here. Both assessments draw on SafeTech Solutions' experience and expertise working with rural EMS organizations with largely volunteer workforces. Like many rural, volunteer EMS organizations in Nebraska and across the nation, SCWEMS was experiencing a silent crisis at the time of the assessment, a crisis made up of many components, including a national change in people's willingness and availability to volunteer, the increasing demands of clinical care, regionalization of healthcare, ever-decreasing reimbursement paired with ever-increasing costs of readiness and operations, and community expectations.

SafeTech Solutions worked with SCWEMS to conduct an assessment that resulted in five major recommendations huilt from 10 key observations. For the purpose of illustration and as an example of (a glimpse of) results SafeTech Solutions has delivered, these recommendations to the SCWEMS leadership are listed here. They were to: 1) Develop an EMS leadership team

and an organizational structure designed to realize a clear vision for EMS; 2) Realign and, if necessary, restructure the organization so it operates as a single integrated EMS system; 3) Structure EMS operations to support long-term success (long-term sustainable, reliable, and efficient performance that is data driven); 4) Create a high engagement “best-place-to-work” culture; and 5) Consider collaboration/consolidation with Carbon County EMS.

SafeTech Solutions’ recommendations were delivered in an in-person presentation accompanied by a high-quality executive report with specific action steps spelled out for each recommendation. Rather than vague, general pointers, SafeTech Solutions offered specific illustrations of possible options and scenarios, along with step-by-step guidance for moving forward. Data was presented in clear, concise language, and as always, SafeTech Solutions provided specific plans for follow-up and on-going communication where desired and agreed-upon. Reference contact information for SCWEMS is: Jeb Steward, Past Chair, jebsteward@union-tel.com.

**Example Three:
Assessment of Emergency Medical Services
in Crete, Nebraska**

In March 2018, SafeTech Solutions delivered the final report of its assessment of emergency medical services in Crete, Nebraska to a number of community leaders and stakeholders. SafeTech Solutions was the prime Contractor of the work, which took place over an initial three months (the assessment phase) and was extended to include consulting for the implementation of initial steps of the assessment’s recommendations. At the heart of the assessment was an interest in resolving the tension between the Crete Volunteer Fire and Rescue (CVFR) and Crete Area Medical Center over the model being used to provide ALS in the community. The tension had manifested into community members being either strongly supportive or strongly opposed to the current model. The opposing positions had begun to divide the community, threatening to affect the community’s willingness to support one or both organizations and, thus, potentially jeopardizing the long-term sustainability, reliability and viability of CVFR.

As part of the overall assessment, one of SafeTech Solutions’ responsibilities was to assist CVFR in taking the first small bite based on recommendations from the assessment. Leaders from CVFR, Crete Area Medical Center, city leadership, and staff from the Nebraska Office of Emergency Health Services met to discuss how ALS is offered in Crete and how the group might address tension around the current model and its possible alternatives or modifications. SafeTech Solutions facilitated and mediated the discussion.

The meeting was highly productive and resulted in several critical consensus-based decisions. The decisions made at the meeting began a process to resolved tensions, enhanced the current model and increased the amount of ALS the entities are each able to provide the community.

SafeTech Solutions’ assessment of the EMS system in Crete, Nebraska used a three-phase process of inquiry and investigation similar to the process outlined in the current RFP, and similarly drew upon SafeTech Solutions’ many years of experience and expertise in conducting

rural assessments. In Phase I, SafeTech Solutions gathered quantitative and qualitative data through research, site visits and interviews, paying special attention to the social, economic, demographic, cultural and political issues in Crete. In Phase II, SafeTech Solutions carefully analyzed the data in order to develop its recommendations. Recommendations were presented to key stakeholders in October 2017. Phase III involved the leaders of CVFR taking the first small bite, which SafeTech Solutions provided assistance for, as described above.

In addition, SafeTech Solutions provided Crete Volunteer Fire and Rescue five key recommendations based on 10 key observations it made over the course of the assessment. These observations and recommendations were clearly spelled out in the final report, which was crafted with an eye toward making measurable progress obtainable through actionable steps and guidance. Reference contact information for Crete Volunteer Fire and Rescue is: Tom Ourada, City Administrator, City of Crete, (402) 826-4312, tom.ourada@crete.ne.gov.

i) Personnel/Management Approach

The Nebraska EMS assessment team will be led by SafeTech Solutions Partner, Aarron Reinert, MA, NRP. Additional project team members will include SafeTech Solutions Partner, John Becknell, PhD, and Primary Consultants, Thomas Fennell and Benjamin Wasmund. Please see the Addenda for current resumes and references.

Aarron Reinert, MA, NRP is nationally known as a master teacher and expert in EMS leadership, management, financial viability, system design and applied best practices in rural and small-town EMS systems. Having worked in EMS for more than 28 years, Aarron is the executive director of a critical care ALS ambulance service in a suburban, rural and super rural region of Minnesota and Wisconsin. Aarron understands the unique challenges facing small-town ambulance and first-response services. Using such tools as the Balanced Scorecard, Aarron helps ambulance services build organizations that recognize the necessary balance between finance, customer service, employee/volunteer satisfaction and community awareness. Aarron's recognized understanding of current EMS issues led to his appointment as chairperson of the National EMS Advisory Council by the U.S. Secretary of Transportation. Aarron continues to be in demand as an EMS management consultant and lecturer.

John Becknell, PhD is an accomplished project leader, facilitator and researcher. John is a community and organizational psychologist and has been involved in EMS for 43 years. He has worked as an EMT, paramedic, educator, manager and consultant. He is the founding publisher of *Best Practices in Emergency Services* and the former editor-in-chief of *The Journal of Emergency Medical Services (JEMS)*. He has served on numerous national projects and provided the conceptual design for the *National EMS Workforce Agenda for the Future* (2009). John has been involved in EMS system development in North America, the Middle East and Central America. He is the author of several books and has been published in numerous journals and trade magazines on emergency services administration, management and workforce. John holds a doctorate in psychology with an emphasis on social and community psychology.

Thomas J. Fennell has been involved in emergency medical services for more than 35 years. In this time, Tom has served as a front line team member to administration of services. He has

served as a regulator and subject matter expert supporting emergency medical services in areas of compliance, licensing, complaint investigation and provider certification at state and national levels. Tom currently serves as the Compliance and Privacy Officer for a large non-profit EMS company operating in multiple states. He sits on two state data policy committees and one state systems development committee. Tom also is a management representative for negotiating collective bargaining agreements.

Benjamin Wasmund has more than 20 years of diverse experience in emergency medical services and knows and understands EMS operations in both paid and volunteer EMS organizations. He began his career in a small rural BLS ambulance service and through the years helped to advance this service to a combination fulltime/volunteer ALS system. He recently celebrated 21 years with this department where he still works as a Paramedic. In addition to his volunteer and front line experience, Ben is the Director of Operations for a private not-for-profit ALS/critical care EMS service. Prior to becoming the director, he held numerous roles within this organization including Paramedic, Field Lead, Supervisor and Manager. In addition to his EMS experience, he has been a firefighter and has worked and trained in the Fire and Rescue area including: Vehicle Extrication, High Angle Rope Rescue, Dive Rescue Operations and Tactical EMS. Ben brings his leadership experience as a director and personal experiences of working at all levels of systems as a volunteer working for different EMS systems across multiple states.

SafeTech Solutions prohibits discrimination in employment, projects, educational programs and activities on the basis of race, national origin, color, creed, religion, sex, age, disability, veteran status, sexual orientation, gender identity, or associational preference. SafeTech Solutions also affirms its commitment to providing equal opportunities for all in its projects and work.

III. Technical Approach

The state of Nebraska currently has over 420 EMS services, most of which, according to the Nebraska Department of Health and Human Services (DHHS), are located in rural and frontier areas of the state.

SafeTech Solutions proposes to conduct a comprehensive assessment of Nebraska EMS services (in an area or areas identified by DHHS) to present leaders and community members a better understanding of strengths and weaknesses; coverage gaps; workforce and funding shortfalls; benchmark and quality indicators; scoring formats and an expert, unbiased assessment of future needs and potential long-term sustainability of the state's EMS services. SafeTech Solutions proposes to bring its rural EMS expertise and experience to Nebraska to deliver quality assessments and clear, actionable recommendations for change and improvement.

SafeTech Solutions has a deep and well-respected track record of assisting rural communities in creating reliable and sustainable EMS systems and operations. This track record includes successful assessments of rural EMS services and systems in seven states over

the last 10+ years. It also includes working with more than 2,500 EMS leaders and managers, many of whom work for rural EMS agencies, in SafeTech Solutions' EMS Leadership Academy, which has provided specialized EMS leadership education throughout the United States since 2009.

SafeTech Solutions builds its assessments on a deep understanding of how change is made in rural EMS systems and communities. This understanding was built over years of experience and observation and is based on the following principles:

- Rural EMS is not small urban EMS;
- Most rural EMS developed locally and organically without a mandate, without significant funding and with large subsidies provided by donated labor;
- The full cost of providing EMS (including the value of donated labor) must be ascertained for long-term sustainability planning;
- Leaders and planners must understand and work with how the local community views EMS (i.e., Is EMS seen as an essential public service?);
- In many rural communities, it is unclear who is ultimately responsible for providing and funding EMS;
- A rural community's history of providing EMS must be honored;
- Change must be facilitated from within – not imposed from without;
- Developing local EMS leaders is one of the most powerful ways to facilitate change from within; and
- Local stakeholders must participate in developing solutions.

SafeTech Solutions firmly believes that assessment is only the first step toward creating sustainable rural EMS systems. Assessment and reporting do not equal change in EMS. Change relies on listening deeply to local challenges; creating trust with local people; understanding the unique socioeconomic, geographic and demographic needs of the local community; and helping local communities identify and take steps toward addressing challenges in a way that honors and respects local traditions and history.

SafeTech Solutions will conduct the assessment of the service(s) or region(s) identified by DHHS using its time-tested and carefully developed six-step process that it has found to be effective in numerous rural settings. For the purpose of this project, SafeTech Solutions has adapted its process to fit the RFP's three-stage approach. Effective assessments lead to positive action and change. The entire assessment process takes about three months and is outlined below.

Stage 1. Initial Contact

SafeTech Solutions will begin Stage One of its assessment by talking via conference call with DHHS and EMS service leaders, Board members, and key stakeholders to set up and discuss the assessment process. The goals of this step are to:

- Discuss the assessment process;
- Develop trust between the consulting team, DHHS and EMS service stakeholders;
- Identify challenges, priorities, needs and unique characteristics of the EMS service(s)

- and/or region concerned;
- Create a mutually agreed-upon work plan and timeline; and
- Identify additional key stakeholders.

Stage 2. Research and Assessment

Data Collection

Following the initial conference call between SafeTech Solutions and DHHS and EMS service leaders, SafeTech Solutions will request a variety of written materials, information and documents to gather quantitative data about the EMS service(s) and/or region in consultation. A complete list of the requested materials can be found below, in the section titled “Records and Documentation.”

At the same time, SafeTech Solutions conducts research into state and local regulations, laws and ordinances. SafeTech Solutions conducts in-depth research into census data; demographics; local socioeconomics, industry and geography; highways; neighboring service areas; local medical and healthcare services and facilities; unique impact factors such as parks, prisons, tourism and special events; and service location vis-a-vis stroke, cardiac and trauma centers.

Site Visit

The next step in Stage 2 of the assessment sees a team of one or two SafeTech Solutions consultants visit Nebraska to collect additional quantitative and qualitative data. The site visit will include a tour of the region and EMS facilities, as well as in-depth interviews with key stakeholders, including but not limited to EMS agency members; agency leadership; public safety; PSAP; fire departments; medical director; local and regional medical and healthcare representatives; elected officials; customers/patients; and community stakeholders such as the school superintendent, local businesspeople and public health officials.

The goal of the site visit is to ascertain the consultation region’s particular local traditions, history, politics and other mitigating factors that will impact the assessment of and recommendations regarding the EMS system going forward.

Analysis

Using the quantitative and qualitative data collected during the data collection and site visit steps, the SafeTech Solutions team will provide a full analysis of EMS strengths and weaknesses, sustainability and need for change where appropriate. SafeTech Solutions will assess the system’s current organizational structure, including its leadership, management and ownership; its relationship to the local authority structure, including city or county laws and ordinances; its integration with other healthcare systems and entities; and its human resources levels and needs (including volunteerism).

SafeTech Solutions will also provide a full assessment of the EMS fiscal structure and stability; clinical care levels including the use of quality improvement, delivery of education and training, and quality of Medical Direction; public education and outreach efforts; communication systems and abilities; and levels of emergency preparedness. (See more about analysis content in the section following, titled “Assessment Components.”)

The assessment will include data analysis using **common quality and performance improvement benchmarks, indicators and scoring formats**, including the “18 attributes” (See: <http://worh.org/sites/default/files/EMS%20Attributes%20of%20Success%20Workbook.pdf>). Based on its findings and analysis, SafeTech Solutions will begin to form recommendations for change and improvements that best fit the **medical, economic, political, geographic and demographic environment** of the service(s) and/or region.

Stage 3. Report and Recommendations

Final Report

SafeTech Solutions will provide a comprehensive, executive level written report to include all findings and recommendations, including a suggested roadmap for change. The final report will be prepared for distribution to local officials and stakeholders, health departments and healthcare providers, and for public distribution by DHHS.

Assessment Components

SafeTech Solutions’ assessment will address the following components and relevant sub-components within the current EMS delivery system:

Organizational ownership and structure, to include: agency ownership; local authority structure; ordinances; organizational structure, including governance, leadership and administration and management practices; and human resources and local workforce supply, demand, pipeline and turnover, compensation, cost, and recruitment and retention.

System design and resource deployment, to include: public access to emergency medical resources; communication systems including the public safety answering point (PSAP), dispatch capabilities, communication and radio systems, the ability to communicate with hospitals, local and state emergency management, air medical ambulances and all emergency and first response agencies; levels of clinical care; resource deployment and availability; mutual aid and the level of emergency preparedness of the system and its ability to respond to a disaster or public health emergency; and integration and involvement with other components and activities of the comprehensive, statewide emergency medical system, such as the trauma plan and program or the cardiac or stroke patient programs.

System demand and reliability, to include: total demand for service upon the system by type, including 911 calls, transfers, historical demand and projected trends; a measurement of system response times; and the system’s ability or inability to respond to current and future requests for service and the causative factors.

Fiscal structure and stability, in accordance with standard business practice benchmarks, to include: current system finances; billing practices; and funding sources

within the service area, including third-party payor mix within the service area and the relative need for subsidy. SafeTech Solutions will assist the local community in understanding the value in dollars of donated labor (volunteers), the full and total cost of providing EMS in the area and the gap between current financial resources and what will be needed for long-term sustainability.

The delivery and quality of clinical care and the use of quality improvement processes, to include: the current level of care authorized and provided based on the scopes of practice established within the state EMS system; medical direction including the level of involvement and expertise of the local Medical Director; and education and training status. If quantitative EMS clinical measures are limited, SafeTech Solutions will gather qualitative measures from customers and healthcare providers served by the EMS system.

Community support, to include: the local communities' understanding and support for EMS and the local socioeconomic, demographic and political issues that may impact EMS. SafeTech Solutions believes that community support is a prime indicator of people's willingness to support local EMS in terms of donated labor and funding going forward.

Records and Documentation

SafeTech Solutions will request the following records and documentation as part of the assessment process:

Organizational documents

- Organizational formation documents, including charters and bylaws
- Organizational chart
- Strategic plan
- Mutual aid agreements
- Service area map
- Staff meeting agendas (6 months)
- Board meeting minutes (6 months)
- Budget and financial summary (3 years)
- Documents demonstrating financial reserves (including record of debt)
- Billing and collections records

Workforce documents

- Staff/member roster and job descriptions for director, manager, supervisor, quality coordinator, training coordinator and field providers
- Medical Director job description and contract
- SOPs
- Employee handbook and policy manual

- Employee satisfaction and engagement surveys
- Policies related to defining what it means to be an active member in the organization
- Continuing education and training processes and records, as well as other documents pertaining to field provider skill and competence
- Field provider training documents
- Staff scheduling documents
- Employee injury data

Call history and reliability

- Internal records of call and response history (3 years)
- PSAP data (if available)
- Response times, including reliability, chute time, scene time and total call time
- Quality documents demonstrating performance measures and compliance
- Quality manual (program and processes)

Vehicle documents

- Policies pertaining to vehicle inspection and equipment maintenance
- Vehicle maintenance practices
- Vehicle accident records

Community perception

- Local media reports
- Customer satisfaction surveys

VITAE

John Becknell, Ph.D.

611 Wilcox Way
Laguna Beach, California, 92651
(858) 349-4539
jmbecknell@gmail.com

Summary

John Becknell is a community and organizational psychologist who helps leaders, organizations and communities create cultures where people flourish. John is an accomplished retreat leader, facilitator, leadership advisor, teacher, change agent, researcher and writer.

Accomplishments

- Founded successful international consulting firm providing organizational and leadership development services to first responder organizations.
- Consulted with hundreds of first responder agencies in rural, urban and international settings.
- Co-created a successful sixty-hour leadership development program for first responders in which more than 2,000 leaders have participated.
- Led an international not-for-profit agency serving the psychological, emotional and spiritual needs of active military, military veterans and military families as Chairman of the Board of Directors.
- Led more than 50 retreats for variety of groups and organizations involved in emergency services and healthcare.
- Authored suicide prevention program for first responders.
- Developed a unique approach to addressing the psycho-spiritual impact of first responder work with a holistic focus on communal responsibility, wellbeing, resilience and personal growth.
- Lectured as affiliate faculty in university healthcare leadership program.
- Founded *Best Practices in Emergency Services*, a monthly national business newsletter for emergency services administrators, fire chiefs, leaders and managers, providing practical, how-to business information.
- Led *Journal of Emergency Medical Services*, a leading national emergency services trade publication, as Editor-in-Chief.
- Directed USAID Project training first responders and disaster workers in El Salvador.
- Developed national EMS system in Saudi Arabia as team member of REDCRES Development project.
- Lectured internationally on emergency services, management, quality, emergency services stress, human response to traumatic events.
- Authored two books and numerous articles in regional and national publications on topics such as best practices, emergency services systems, workforce, leadership, management, stress, death and grief.

- Responded to emergencies as EMT, paramedic and flight paramedic for more than eighteen years in rural, urban and international settings.

Employment

StoryCraft, Inc. Facilitator, Consultant	1992 - present
SafeTech Solutions, LLP Partner, Consultant	2007 - present
Burlington College Adjunct Faculty	2015 - 2016
University of St. Thomas Adjunct Faculty	2001 - 2003
EMS Best Practices, Inc, San Diego, CA Publisher	1998 - 2009
University of Maryland Baltimore County Adjunct Lecturer in Emergency Services	1995 - 1996
JEMS Communications, Carlsbad, CA Editor-In-Chief	1995 - 1997
Ridgeview Medical Center, Waconia MN Professional Development Coordinator	1990 - 1995
United States Agency for International Development Project Director	1991
Life Link III, St. Paul, MN Flight Paramedic, Instructor	1990 - 1991
Medical Care Development, Washington DC International EMS Consultant	1988 - 1990
Ridgeview Medical Center, Waconia MN County EMS Ed. Coordinator, Instructor, Staff Paramedic	1977 - 1988
Kiowa County Ambulance, Greensburg KS EMT Provider/Instructor	1975 - 1977

Education

PhD, Psychology, Pacifica Graduate Institute, Carpinteria, CA, 2013
 MA, Psychology, Pacifica Graduate Institute, Carpinteria, CA, 2009
 BA, History/Theology, Crown College, St. Bonifacius, MN, 1981
 Intensive Care Paramedic, Century College, White Bear Lake, MN, 1980
 Emergency Medical Technician, University of Kansas Medical Center, 1976.

Publications (partial list)

- No Rest for the Farm Worker, *Minneapolis Star and Tribune*, Sept. 6, 1982
- Lessons of the Scroll, *Another Season*, 1986

- The View from the Ambulance, *Journal of Emergency Medical Services*, Vol. 12, No.10, 1987
- Pilgrim in the County, *Waconia Patriot, Carver County News, the Norwood Times*, (weekly column), 1986-1987
- Cultural Perspectives: Seeing Beyond the Medical Need, *Journal of Emergency Medical Services*, Vol.13, No. 4, 1988
- The Judas Complex, *Emergency*, July 1989
- Dancing in the Grey Zone, *Minnesota Monthly*, Vol. 26, No.11, 1992
- The Face of AIDS, *Journal of Emergency Medical Services*, Vol.18, No. 9, 1993
- Flying With Angels, *Minnesota Monthly*, Vol.28, No.1, 1994
- The Hiding Places of God: A Pilgrim's Journal, *Minnesota Monthly*, Vol. 28, No. 3, 1994
- *Medic Life: Creating Success in EMS* (Book), Mosby, 1995
- Tough Stuff: Learn to Seize the Opportunities, *Journal of Emergency Medical Services*, Vol.20, No.3, 1995
- Dreaming the American Way, *Orange Coast*, August 1998
- Grail Chasing, *The ManKind Project Reader*, Vol.1, Iss.3, 1999
- Visiting the Relatives, *The Sun*, Issue 313, 2002
- In Praise of Simple Stuff, *Arizona Republic*, July 16, 2006
- Ruminations (monthly column). *Best Practices in Emergency Services 2005-2013*

Thomas J. Fennell

909 13th Street North
Sauk Rapids, MN 56379
320-293-0734

Education

Bethel University , St. Paul, Minnesota <i>Bachelor of Arts in Organizational Leadership</i>	February, 2009 to November, 2010
St. Cloud Technical College , St. Cloud Minnesota <i>General Studies</i>	August, 2003 to December 2003
St. Cloud State University , St. Cloud Minnesota <i>General Studies</i>	August, 1998 to May, 2002
Alexandria Technical College , Alexandria Minnesota <i>Mechanical Drafting and Design Technology Program</i>	August, 1980 to March, 1982
Benson High School , Benson Minnesota <i>Diploma</i>	May, 1980

Work Experience

Mayo Clinic Medical Transport **May, 1995 to Present**
(Gold Cross Ambulance, Mayo One Helicopter Service, Mayo MedAir, Emergency Communications Center) ***Corporate Regulatory Coordinator***

Compliance Officer, Mayo Clinic Medical Transport: Team leader in the development of the compliance program and the educational component used to train all team members. Currently serve as the internal auditor for compliance with billing and operational practices, State and Federal Statutes. Responsible for reporting and ensuring follow up with areas identified.

HIPAA Privacy Officer, Mayo Clinic Medical Transport: Serve as the primary point of contact for all of Mayo Clinic Medical Transport for the administration of HIPAA. Oversee policy development, team member training and implementation of all HIPAA related process into the operations.

Corporate point of contact, Mayo Integrity Program: Serve as a confidential contact for all team members to report areas of concern or known violations of the integrity program. Conduct investigations and needed follow up of concerns or complaints.

Corporate point of contact, Minnesota and Wisconsin licensing activities and service area issues: Experience on many State committees affecting the licensing and certification of services and individuals. Current member of the Minnesota Data Policy Standing Advisory Committee as well as the Wisconsin Information Management Committee. Serve as the corporate contact for all external customers needing assistance for different licensing activities through contract or consulting arrangements. Assure compliance with all Federal (USDOT), State (MNEMSRB, MNDOT, WIDHFS, WIDOT) and Corporate standards.

Corporate Labor Relations Representative: Management representative in collective bargaining agreement negotiations for an initial labor agreement for one group of employees as well as for agreement renewals, grievance, mediation and arbitration activity throughout Mayo Clinic Medical Transport. Certificate in Labor Relations Management obtained from the University of Wisconsin at Milwaukee.

Other Management Experiences: Acted as primary contact or team leader for other projects outside of normal activities listed as my areas of responsibility including;

- Leadership contact for newly acquired operations within MCMT. Responsible for internal as well as external communications, team building, budget planning and administration, corporate communications and seamless interruption of service.
- Team leader in the dissolving of one division of Mayo Clinic Medical Transport. Insuring employees had job offers, clients had transportation services, external customers' needs could be met, media concerns were addressed and assets were properly liquidated.
- Operations supervisory experience, supporting staff in positions of direct patient care, assuring equipment and supplies are at the ready, enhancing relationship with local partners in healthcare as well as governmental relations.
- Direct support for on-site supervisory staff in managed sites. Frequent interactions with local governmental officials, council presentations and other community forums. Interact with volunteer staff for these services with supervisors to assure all needs and conditions of the contract for service are maintained.

SafeTech Solutions, LLP

March, 2008 to Present

Consultant

Team member on contracted projects designed for system analysis and overview of the application and delivery of emergency medical services. Responsible for accurately gathering data as contracts require, interacting with local points of contact and delivering recommendations and final reports on the findings. Participatory in leadership education programs for ambulance service management personnel.

Savvik Buying Group

August 1997 to Present

President – 2002, BOD – 1997 – Present

Served as President of the Savvik Buying Group, an organization of nearly 8000 EMS provider organizations united to jointly purchase supplies, equipment and vehicles. Team member in the RFP process, negotiating contracts and contract administration process.

Murphy Ambulance Service, St. Cloud, Minnesota

June, 1993 to May 1995

Director of Operations

Responsible for all operational activity for St. Cloud, Little Falls and Litchfield services. Responsible for fiscal planning and performance for all operational divisions. Ensured, through quality assurance programs and taking an active role in patient care delivery, external customers needs were being met. Management support for Ambulance, Special Transportation and Communications Divisions. Responsible for recruitment, hiring and retention of professional as well as volunteer team members.

State of Minnesota, Department of Health, Minneapolis, MN May, 1988 to June 1993

Emergency Medical Services Field Consultant

Responsible for regulation and enforcement of Minnesota Statutes and Rules relating to ambulance services and Emergency Medical Technicians. Conducted inspections and compliant investigations for ambulance services. Conducted State and National exams for the certification of Emergency Medical Technicians. Served as a technical consultant for emergency medical service organizations to assist them in the operations of their companies.

Douglas County Ambulance Service, Alexandria, MN November 1983 to May, 1988

Operations Manager

Served as the primary contact for all operational areas of the company. Responsible for the support of the ambulance operation, including working regular shifts as well as serving in a leadership role for the entire team. Assisted in the development of a Special Transportation Division. Established and continued alliances with other emergency service organizations.

References

Available upon request.

AARRON REINERT

29251 Potassium Street North West
Isanti Minnesota 55040
(763) 444-6134
Aarron.m.reinert@gmail.com

OVERVIEW

Aarron has become nationally known as a leader, master teacher and expert in management, leadership, system design and applied best practices in emergency medical services systems. Aarron has been involved in emergency medical services for more than 28 years and currently serves as the executive of an emergency medical service in central Minnesota. He is well known for asking tough questions and encouraging out-of-the-box thinking. Using such tools as the Balanced Scorecard, Aarron helps organizations recognize the necessary balance between finance, customer service, employee engagement and community awareness. Aarron's recognized understanding of current emergency services issues led to him serving on numerous national boards and projects and to an appointment as chairperson of the National EMS Advisory Council by the U.S. Secretary of Transportation.

DEVELOPMENT EXPERIENCE

- Chairman National EMS Advisory Council (2011 – 2015)
- National EMS Advisory Council member (2008 – 2015)
- President – American Ambulance Association (Nov 2018 – Nov 2020)
- Board Director, National Registry of Emergency Medical Technicians
- EMS Commander for 300 Ambulances and 1000 Personnel for Hurricane Rita
- Creator of EMS Leadership Academy (Over 2,500 leaders have attended)
- Project Study Committee Member, *Beyond EMS Data Collection*
- Committee Member for NFPA 1917, 450 and 451
- Advisory Board Member for the National EMS for Children Data Analysis Resource Center
- Advisory Board Member for Bethel College Organizational Leadership and MBA programs
- EMS Mission to Ghana and METi Mission Trip Provider
- Author of Whitepaper for members of Congress such as Senator Franken and Congressman Nolan
- National EMS Information System Executive Committee Member
- Practicing Nationally Registered Paramedic since 1993 (first EMT certification in 1990)

PROFESSIONAL EXPERIENCE

Lakes Region EMS, Inc., North Branch, MN.....April 2004 – Present
Executive Director

- Executive leadership of an 18 million dollar a year organization
- Leadership of a 911 and Critical Care Advanced Life Support Services in Minnesota, and two locations in Wisconsin serving over 1000 square miles of service area with over 10,000 request for service a year
- Responsible for leadership of an Advanced Level Ambulance Service including the supervision and leadership of Director of Finance, Director of Operations, Director of Clinical Services, MN and WI Ambulance Managers, three Supervisors, Education Manager, HR Manager, Accounting Manager, Patient Clinical Coordinator, Account Representative, Administrative Assistant and 71 clinical staff.
- Responsible for all budgeting functions including capital outlays and facility improvements.
- The organization has earned the Minnesota Top 150 Workplaces for 2015, 2016, 2017, and 2018

Emergency Medical Services Regulatory Board, Minneapolis, MN.....October 2001 – April 2004
Field Services Manager / Data Manager

- Responsible for development and implementation of Minnesota’s Data Collection system, MSTAR, who’s foundation became the data collection system used by a majority of the state’s across the USA. Within one year’s time had 100% compliance by state’s ambulance services.
- Leadership, development and implementation of new statewide EMS communication systems.
- Provide day to day leadership of five field personnel

ScanHealth, Inc., Duluth, MN.....November 2000 – October 2001
Director of Marketing

- Provide oversight and leadership for Marketing Department.
- Responsible for sales, marketing, and product development nationally and internationally.
- Provide leadership and administration of personnl, budget, and operations.

HealthEast Transportation, St. Paul, MN.....July, 1998 – November 2000
Director of Operations

- Responsible for administration of 8.1 million dollar Medical Transportation Division and associated support services. The division consists of MedKab, BLS, ALS, MICU, and Fixed Wing operations. Support Services consists of the Communication Center, Education, Courier, Facility, and Medical Information Systems Departments.
- Development and administration of all budgeting functions including capital outlays and facility improvements
- Leadership of six (6) managers, three (3) supervisors, and one hundred and ten (110) employees.

Rice Memorial Hospital, Willmar, MN.....November 1994 - July 1998
Ambulance Operations Manager

- Responsible for the day to day operations of an Advanced Level Ambulance Service including one administrative assistant and forty clinical staff members.
- Responsible for all budgeting functions including capital outlays and facility improvements.

United States Army National GuardJanuary1989 - January 1997

EDUCATION – DEGREE

Bethel College, St. Paul, Minnesota.....December, 2015
Degree: Masters in Organizational Leadership

Bethel College, St. Paul, Minnesota.....May, 2004
Degree: B.A. in Organizational Leadership, Graduatcd Magna Cum Laude

Willmar Community College, Willmar, Minnesota.....June, 1992
Degree: A.AS.in Computer Science

EDUCATION – CERTIFICATIONS

Northeast Metro Technical College, White Bear Lake, Minnesota.....June 1993
Certification: National Registry Emergency Medical Technician - Paramedic

Benjamin B. Wasmund
2017 Stonepine Ave
Hudson, WI 54016
Home: 715.381.6783 Cell: 651.248.4237

EDUCATION

- **Hudson High School** **Graduated 6/92**
- **Century College** **Graduated 12/03**
AAS - Certified Paramedic - 4.0 GPA
- **Bethel University** **Graduated 5/15**
BA – Organizational Leadership

RELATED WORK EXPERIENCE

- **Lakes Region E.M.S.**

Responsible for all daily operations of a fulltime 911 ALS/Critical Care ambulance service in Chisago and Polk County that responds to over 7000 annual calls and serves a population of 75000 residents over 1000 square miles. Oversee 75 full time and part time employees.

 - **Director of Operations** **01/09 – Present**
 - **Field Lead/Supervisor/Manager** **05/04 - 01/09**
 - **EMT-Paramedic** **02/04 – 05/04**
 - **EMT-Intermediate** **04/02 – 02/04**
- **SafeTech Solutions**
 - **Consultant – Rural EMS Leadership Academy** **03/13 – Present**
- **St. Croix E.M.S & Rescue –**

Performing all duties related to a 911 Ambulance Service

 - **Paramedic** **01/05 – Present**
 - **Rescue Captain** **05/01 – 06/06**
 - **EMT – Intermediate** **01/01 – 01/05**
 - **EMT – Basic** **04/92 - 01/01**

OTHER WORK EXPERIENCE

- **Barker’s Landing Inc. –**

Responsible for day to day operations of a 100 seat restaurant, in addition to overseeing 85 employees, creating employee schedules, interviewing, hiring, promotions, cost

controls, labor forecasting, ordering of all beverages, beverage inventory, menu additions, weekend features and special event dinners.

- **General Manager – Barker’s Bar and Grill** **11/01 – 2/02**
- **General Manager - San Pedro Café** **6/00 – 11/01**
- **Assistant General Manager at Barker’s Bar and Grill** **7/98 – 6/00**
- **Closing Manager, Bartender, Server & Cook** **7/95 – 7/98**

SKILLS/CERTIFICATIONS

- **Critical Care Paramedic – Creighton University**
- **NREMT – Paramedic – MN and WI Licensed**
- **ATLS, ACLS, PALS, AHA CPR**
- **NIMS ICS 700, 100-400**
- **Vehicle Extrication/Rope Rescue Instructor**
- **Certified Entry Level Firefighter I and II, Wisconsin Certified Firefighter I**
- **PADI Certified Dive Training - Rescue**

AWARDS

- **American Ambulance Association – “Stars of Life” Award** **2012**
- **Regions “Life Saver Award”** **2011**
- **Chisago County Board - Meritorious service award** **2008**
- **Minnesota House Resolution – Response to I35 Bridge Collapse** **2007**
- **Recipient – Dan O’Connell Award – Outstanding EMT award** **2004**

COMMUNITY INVOLVEMENT

- **Hudson Dog Owners Association – Vice-Chair** **2016 - Present**
- **Chamber Member**
Chisago City Chamber of Commerce **2008 – Present**
North Branch Chamber of Commerce **2008 – Present**
- **Hudson Retail Committee**
Promotion of Downtown Business in Hudson, WI **2000-2001**
- **Phipps Center for the Arts**
Board of Directors Children’s Theater **2000-2001**
- **Volunteer for Cystic Fibrosis Foundation** **1999-2000**

REFERENCES

Aarron Reinert
Lakes Region EMS
651.248.4237

Kim Eby
St. Croix E.M.S.
715.386.4778

Pete Foster
Wismin Hospitality
715.386.5313

ORIGINAL



RFP Number 5947 Z1

Sections II – VII

**Emergency Medical Services
Assessment and Consulting Services
for
The State of Nebraska**

To:

**Annette Walton, Buyer
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508
(402) 471-6500**

November 20, 2018

SafeTech Solutions Contact:
Aarron Reinert, MA, NRP, Partner
29251 Potassium Street NW
Isanti, MN 55040
Tel (651) 248-4239

II. TERMS AND CONDITIONS

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

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

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

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

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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

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

These documents constitute the entirety of the contract.

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

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

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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

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

C. GOVERNING LAW (Statutory)

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

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

D. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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.

E. CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may

find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

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

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

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>MM</i>			

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

G. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>MM</i>			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

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

H. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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

I. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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

J. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole

cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this 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, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

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

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

K. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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

L. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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

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

M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>VM</i>			

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

N. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>VM</i>			

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

O. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>VM</i>			

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

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

P. OFFICE OF PUBLIC COUNSEL (Statutory)

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

Q. LONG-TERM CARE OMBUDSMAN (Statutory)

Contractor must comply with the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.

R. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

S. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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

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

5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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

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

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

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

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

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

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

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

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
The completed United States Attestation Form should be submitted with the RFP response.
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.

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

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

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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

E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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

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

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the Contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

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

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. EVIDENCE OF COVERAGE

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

Department of Health and Human Services
 Attn: Program Manager Emergency Health Systems
 301 Centennial Mall S.
 Lincoln, NE 68509

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

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

4. DEVIATIONS

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

H. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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.

I. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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

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

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

J. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

K. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.htm> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the

Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

L. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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

M. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

The State is not required to pay taxes 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.

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall be sent to Department of Health and Human Services, Office of Emergency Health Systems, 301 Centennial Mall S, PO Box 95026, Lincoln, NE 68509-5026. Invoices to included project being billed for. Payment should be subject to DHHS approval of deliverables. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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

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

E. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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. (Neb. Rev. Stat. Section

73-506(1)) 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 of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

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

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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

H. RIGHT TO AUDIT (First Paragraph is Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

A. BACKGROUND

The purpose of this contract is to provide Emergency Medical Service (EMS) consulting services for individual, city, county, regional, state, private or other types of EMS Services, Department of Health and Human Services (DHHS) Office of Emergency Health Systems (EHS) or the EMS Board. The consultation will include initial interviews and research (Stage One), an assessment to include items specified in sections V.C.3 – 5 (Stage Two), and a presentation of findings and final recommendations to EMS Services and DHHS (Stage Three). DHHS will have the option to request a targeted assessment, which would limit the items included in Stage Two. Location of assessments will vary throughout the State of Nebraska.

DHHS EHS requires that all assessments be completed per the agency's timeline which can vary in length. In order to achieve the needs of the agency, DHHS EHS may award a contract to no more than two (2) Contractors.

B. PROJECT ENVIRONMENT

Nebraska Emergency Medical Service (EMS) consulting services is grant funded by the Medicare Rural Hospital Flexibility Program specifically designated for rural EMS. Nebraska currently has over 420 EMS services; most of them are considered rural. Nebraska EMS services a variety of different types of ownership including but not limited to city, county, private or Rural Fire District and are primarily located in rural and frontier locations. Assessments may be performed on a single service or on a regional area.

Nebraska EMS is regulated by:

1. Emergency Medical Services Practice Act:
<http://dhhs.ne.gov/publichealth/Licensure/Documents/EmergencyMedicalServicesAct.pdf>
2. Title 172 Nebraska Administrative Code Chapter 11
<http://dhhs.ne.gov/publichealth/Licensure/Documents/EMS172-11.pdf>
3. Title 172 Nebraska Administrative Code Chapter 12
<http://dhhs.ne.gov/publichealth/Licensure/Documents/EMS172-12.pdf>
4. Title 172 Nebraska Administrative Code Chapter 13
<http://dhhs.ne.gov/publichealth/Licensure/Documents/EMS172-13.pdf>

EMS appears in various other Nebraska Statutes and Rules and Regulations. The Office of Emergency Health Systems can assist in providing these during the assessment process if requested.

C. SCOPE OF WORK

1. Provide a comprehensive EMS consultation of the service(s), or region identified by DHHS, to determine strengths, weaknesses, coverage gaps, workforce and funding shortfalls, sustainability, benchmark and quality indicators, scoring formats and future needs for pre-hospital care. Benchmarks and indicators, to be utilized by the contractor for the needs assessment shall be submitted and approved by DHHS.

Stage One:

2. Facilitate one conference call with DHHS and EMS service(s) to determine the full scope of the assessment and priorities.

Stage Two:

3. Interview community leaders, public officials, business leaders, healthcare administrators, law enforcement personnel, emergency communication (dispatch/Public Safety Answering Point (PSAP)), personnel, healthcare professionals, ambulance services, healthcare consumers or other interested stakeholders who may provide information for the assessment and recommendations.
4. Provide a full assessment of Emergency Medical Services to include all or part of the following. A full assessment shall address all items below
 - a. Organizational Structure and system design:
 - i. Local authority structure and city or county laws or ordinances;
 - ii. Integration with and support from other local healthcare and emergency response entities (fire, rescue, Emergency Management Agency (EMA), etc.);
 - iii. Human resources and the level of volunteerism, addressing the sustainability of volunteerism;
 - iv. Leadership within the organization;
 - v. Administration and management practices; and,

- vi. Ownership and the level of involvement.
- b. EMS response time reliability:
 - I. The total demand for service upon the system by response type, including historical demand and projected trends.
 - II. A fractile measurement of the EMS systems response times.
 - III. The EMS system's ability or inability to respond to every request for service and the causative factors.
- c. Fiscal structure and stability:
 - I. Current EMS system finances.
 - II. Billing practices.
 - III. Funding sources within the service area, including the third-party payer mix within the service area and the relative need for subsidies.
 - IV. Value of donated labor.
 - v. Full and total cost of providing Emergency Medical Services.
- d. The delivery and quality of clinical care including the use of quality improvement:
 - I. The current level of care authorized and provided based on the scopes of practice established by EMS Statute and Rules and Regulations listed in V.B. Project Environment.
 - II. Medical direction including the level of involvement and expertise of the local Medical Director(s) and/or Surrogate(s).
 - III. Quality Assurance and Quality Improvement plan.
 - IV. Education and training status.
- e. Public education and outreach efforts to include the support and perception of the local community; public access to the emergency response system.
- f. Communication systems to include the EMS agency's ability to communicate with hospitals, local and state emergency management, air medical ambulances, emergency response agencies and the support and involvement of the local dispatch entity or PSAP personnel.
- g. Integration and involvement with other system of care initiatives and activities such as the trauma, cardiac and stroke systems of care.
- h. The level of emergency preparedness of the system and its ability to respond to a disaster or public health emergency.
- 5. Collect relevant data regarding state and local regulations, laws, and ordinances, census data, demographics, local socioeconomics, industry, geography, highways, neighboring service areas, local medical and healthcare services, and facilities; unique impact factors, such as parks, mining, prisons, tourism and special events; and service location, for example, stroke, cardiac and trauma centers.

Stage Three:

- 6. Provide a comprehensive final report to be distributed to local officials, regional health departments, pre-hospital providers and DHHS for public distribution. The final report for each assessment must include all findings, recommendations and a plan how to improve the EMS services if applicable. Report will be made available for in preliminary and final forms to DHHS and the EMS Service(s).
- 7. Contractor should consider and utilize the 18 attributes of a successful EMS agency in their evaluations and reports. See <http://worh.org/sites/default/files/EMS%20Attributes%20of%20Success%20Workbook.pdf>
- 8. **Optional Services:**
 - a. Additional items as requested by DHHS including but not limited to: additional site visits or consulting for EMS agency being evaluated
 - b. Provide additional verbal and written reports to DHHS,
 - c. Targeted Assessments: the contents of a targeted assessment will be determined by DHHS. These would include all three stages, but would only address two of the areas from sections V.C.4.a. - h.

D. PROJECT REQUIREMENTS

The Contractor must provide its own supplies and equipment throughout the term of the contract including but not limited to: transportation, workspace, cell phone, computer, email, internet etc.

E. DHHS REQUIREMENTS

DHHS shall provide the following:

1. Access to data such as Trauma Registry, Crash Outcome Data Evaluation Systems (CODES), eNARSIS, and other resources upon request.
2. Name, contact information and localities to be assessed.
3. One (1) staff person to assist with helping organize the assessment, act as a liaison with services and other resources upon request.
4. Coordination of assessment related activities as needed

F. BIDDER REQUIREMENTS:

1. Please describe your company's qualifications including but not limited to history, approach, mission, areas of expertise, resources available to perform EMS assessments and that your company has the ability to stay current with the full spectrum of Emergency Medical Services.

Bidder Response:

SafeTech Solutions is a 14-year-old consulting firm with a deep and well-respected track record of assisting rural communities in creating reliable and sustainable EMS systems and operations. This track record includes successful assessments of rural EMS services and systems in seven states over the last 10+ years. Services provided by SafeTech Solutions include, but are not limited to, the following: EMS system assessment, design and development; rural EMS expertise; facilitated planning; policy development; quality system development; and financial assessment and consulting. In addition, SafeTech Solutions has worked with more than 2,500 EMS leaders and managers, many of whom work for rural EMS agencies, in our EMS Leadership Academy, providing specialized EMS leadership education throughout the United States since 2009.

The partners and consultants at SafeTech Solutions have served as EMS supervisors, managers, educators, directors, executive directors and consultants, and they have helped to develop EMS nationally by serving on a variety of high-level federal projects and committees. Our consultants understand firsthand the challenges of EMS systems, and our work every day with, and as members of, EMS systems, boards and committees keeps us current with the broad spectrum of emergency medical services on both the national and local levels.

SafeTech Solutions' client list includes:

- North Dakota Department of Health Division of EMS and Trauma
- South Dakota Office of Rural Health
- Wisconsin Office of Rural Health
- Nebraska Department of Health and Human Services EMS and Trauma Program
- Michigan Center for Rural Health
- Minnesota Office of Rural Health
- California LEMSAs (county EMS authorities)
- Wyoming Department of Health Bureau of Emergency Medical Services and Preparedness
- Alaska Office of EMS
- Wyoming Office of EMS

SafeTech Solutions project team members bring the following additional experience and abilities to the Nebraska EMS assessment and consulting project:

- Nationally recognized data analysis expertise
- Extensive national research and publication in EMS, workforce and rural EMS development
- In-depth background in compliance, licensing and complaint investigation
- Leadership on national associations, boards and committees, including the National EMS Advisory Council, American Ambulance Association, and National Registry of EMTs
- Extensive research in EMS workforce planning and co-authorship of national *EMS Workforce Agenda for the Future*
- EMS system performance improvement
- Response time analysis and improvement
- Financial improvement analysis and best practice strategies for improvement

- Billing and collections process improvement
- Industry/association/Board of Directors experience
- Educational and development programs experience

Some of SafeTech Solutions' past work and accomplishments include:

- Assessing the quality, effectiveness and sustainability of EMS agencies and systems for organizations, cities, counties and states
- Conducting EMS leadership education, training and mentoring throughout the nation
- Performing statewide EMS payment rate rebasing projects
- Assisting rural EMS agencies in consolidating services and creating unique and sustainable funding mechanisms
- Assisting in the deployment, direction and planning of EMS resources during disasters
- Conducting workshops for rural EMS medical directors
- Assisting state EMS offices in addressing rural EMS challenges
- Conducting workshops in rural volunteer recruitment and retention
- Contributing to the development of state EMS systems, trauma systems, quality management plans, public health plans, disaster and mass casualty plans and the reassessment of these plans
- Facilitating strategic EMS visioning and planning for agencies, counties and states

At SafeTech Solutions, we have made it our mission to develop our extensive experience and study of rural EMS into a unique and successful approach to helping organizations, communities and regions manage change. Our approach, and what sets our team apart in the field, comes from our core belief that to effectively work with rural communities, consultants must first build strong and trusted relationships with key stakeholders. These relationships begin with listening and flower into respect and trust. From careful and deep listening, SafeTech Solutions creates trust with local people, understands local needs and helps communities by making recommendations for change that are heard and embraced.

- 2.** Please describe your company's experience in conducting comprehensive EMS assessments; please address experience in rural areas and volunteer workforces.

Bidder Response:

SafeTech Solutions has a long and proven track record conducting comprehensive EMS assessments for services and systems of varying size, location and ownership structure. In recent years, for example, SafeTech Solutions has completed five comprehensive EMS assessments in each of 2016 and 2017, and three comprehensive EMS assessments in 2018. SafeTech Solutions' assessments include, but are not limited to, the following components: system design and delivery, response time reliability, fiscal structure and stability, clinical care and quality, staffing, and public education and outreach.

Though we work with EMS organizations of varying size and geographic location, since 2004, SafeTech Solutions has continuously conducted rural EMS assessments and has developed an expertise in this area. In rural settings, our consultants have provided the local community with a thorough and accurate understanding of its current EMS system, leading to meaningful and lasting positive change.

For example, in Fremont County, Wyoming, a 9,000 square mile area of 40,000 people with diverse challenges (including long responses and transports and a large Indian reservation), SafeTech Solutions assisted the county in transitioning from an unsustainable operation with limited public support to a sustainable department with appropriate funding and staffing.

In Luce County, Michigan, a remote area of the Upper Peninsula, SafeTech Solutions assisted the ambulance service in moving from a club-like structure to a business model, and from being a volunteer service to becoming a sustainable combination volunteer-paid department.

In North Dakota, SafeTech Solutions conducted a statewide assessment of 134 ambulance services. This project, which was one of the most comprehensive assessments of rural EMS services conducted in the United States to date, examined the challenges of providing remote and rural EMS in rural areas where there is declining volunteerism and funding challenges. As part of the project, SafeTech Solutions provided recommendations for creating sustainable EMS systems across the state.

SafeTech Solutions builds all its assessments on a deep understanding of how change is made in rural EMS systems and communities. This understanding was built over years of experience and observation and is based on the following principles: 1) rural EMS is not small urban EMS; 2) most rural EMS developed locally and organically without a

mandate, without significant funding and with large subsidies provided by donated labor; 3) the full cost of providing EMS (including the value of donated labor) must be ascertained for long-term sustainability planning; 4) leaders and planners must understand and work with how the local community views EMS; 5) change must be facilitated from within – not imposed from without – and in a way that honors local histories; and 6) local stakeholders must participate in developing solutions.

3. Please describe your company's proposed approach to completing the in Section V.C. Scope of Work. Provide an in-depth description of the services you propose to provide, the methods you will use, and the outcomes you propose to achieve.

Bidder Response:

SafeTech Solutions will conduct the assessment of the service(s) and/or region(s) identified by the DHHS using a carefully developed six-step process that it has found to be effective in numerous rural settings. SafeTech Solutions has adapted its process to the three stage approach outlined in Section V.C. Scope of Work. Effective assessments lead to positive action and change. The entire assessment process takes about three months and is outlined below.

➤ Stage 1: Initial Contact

SafeTech Solutions will begin Stage One of the assessment by talking via conference call with DHHS and EMS service leaders, Board members and key stakeholders to set up and discuss the assessment process. The goals of this step are to: a) discuss the assessment process; b) develop trust between the consulting team and assessment stakeholders; c) identify challenges, priorities and needs; d) create a mutually agreed-upon work plan and timeline; and e) identify additional key stakeholders.

➤ Stage 2: Research and Assessment

Data Collection: Following the initial conference call, SafeTech Solutions will request a variety of written materials, information and documents to inform its assessment. At the same time, SafeTech Solutions will conduct research into state and local regulations, laws and ordinances; census data; demographics; local socioeconomic, industry and geography; highways; neighboring service areas; local medical and healthcare services and facilities; unique impact factors such as parks, prisons, tourism and special events; and service location(s) vis-à-vis stroke, cardiac and trauma centers.

Site Visit: A team of one to two SafeTech Solutions consultants will visit Nebraska to collect additional quantitative and qualitative data. The site visit will include a tour of the region(s) and EMS facilities, as well as in-depth interviews with key stakeholders, including but not limited to EMS agency members; agency leadership; public safety; PSAP; fire departments; medical director; local and regional medical and healthcare representatives; elected officials; customers/patients; and community stakeholders such as the school superintendent, local businesspeople and public health officials. The goal of the site visit is to ascertain the assessment region's particular local traditions, history, politics and other mitigating factors that will impact the assessment of and recommendations regarding the EMS system going forward.

Analysis: Using the quantitative and qualitative data collected in the previous steps, the SafeTech Solutions team will provide a full analysis of EMS strengths and weaknesses, sustainability and need for change where appropriate. SafeTech Solutions will assess the system's current organizational structure, including its leadership, management and ownership; its relationship to the local authority structure, including city or county laws and ordinances; its integration with other healthcare systems and entities; and its human resources levels and needs (including volunteerism).

SafeTech Solutions will also provide a full assessment of the EMS fiscal structure and stability; clinical care levels including the use of quality improvement, delivery of education and training, and quality of Medical Direction; public education and outreach efforts; communication systems and abilities; and levels of emergency preparedness.

The assessment will include data analysis using common quality and performance improvement benchmarks, indicators and scoring formats, including the "18 attributes" (See: <http://worh.org/sites/default/files/EMS%20Attributes%20of%20Success%20Workbook.pdf>). Based on its findings and analysis, SafeTech Solutions will begin to form recommendations for change and improvements that best fit the medical, economic, political, geographic and demographic environment of the service(s) and/or region.

➤ **Stage 3: Report and Recommendations**

Final Report: SafeTech Solutions will provide a comprehensive written report to include all findings and recommendations, including a suggested roadmap for change. The final report is prepared for distribution to local officials and stakeholders, health departments and healthcare providers, and for public distribution by DHHS.

4. Please describe your knowledge of federal and State of Nebraska EMS laws and regulations.

Bidder Response:

SafeTech Solutions has years of continuous experience conducting comprehensive and focused EMS assessments across the United States; thus, our consultants' working knowledge of federal and state EMS laws and regulations is current and constantly refreshed. This is also true in the case of EMS laws and regulations specific to the State of Nebraska, where SafeTech Solutions has performed assessments and other types of work for EMS practitioners and organizations as recently as 2017.

In March of 2018, for example, SafeTech Solutions was awarded contract 189161 as an extension of work performed as a result of contract 179095 between itself and the Nebraska Department of Health and Human Services to conduct a comprehensive assessment of EMS operations for the City of Crete. Contract 179095 was awarded in July of 2017 and involved in-depth research by SafeTech Solutions' consultants into State of Nebraska EMS laws and regulations. Research involved both quantitative and qualitative data analysis, including the gathering and application of local and state laws, regulations and ordinances, as well as numerous conversations and interviews with EMS personnel, leaders and members of EMS governing bodies as part of SafeTech Solutions' comprehensive assessment.

In addition, during this time, SafeTech Solutions was awarded contract 179055 to provide EMS leadership training and development at Mid-Plains Community College in North Platte, NE. The training and preparation for it during the summer of 2017 further familiarized SafeTech Solutions with local and State of Nebraska EMS laws and regulations.

5. Provide three examples of final reports that your company has provided to customers.

Bidder Response:

EXAMPLE ONE: In 2016, SafeTech Solutions performed a comprehensive assessment of the emergency medical services in Grand County, Utah. The final report was submitted to the Grand County EMS leadership team in September 2016, after a study and assessment period of approximately two months. Initial estimation of the length of time to complete the assessment was three months. SafeTech Solutions performed the assessment for Grand County EMS as the prime Contractor of the work. Responsibilities included performance of a site visit, approximately 20 interviews with key stakeholders, extensive research about Grand County and its EMS system, and scrutiny of financial and operational data for Grand County EMS.

The goals and context of the Grand County EMS project are similar to the RFP responded to here. The assessment capitalized on SafeTech Solutions' extensive understanding of and expertise guiding rural EMS systems. Grand County is a 3,694-square mile rural county in southeastern Utah with a population of approximately 9,429 residents. In its assessment of Grand County's EMS system, SafeTech Solutions applied the same methodology as it proposes to apply in Nebraska. This methodology involves quantitative and qualitative data research, including site visits and interviews, reviews of documents and data, and the generation of recommendations based on industry best practices as well as what is practical and doable in the local region.

In Grand County, SafeTech Solutions evaluated the ambulance organization (organizational structure, leadership and operations) with special attention to the social, economic, demographic, cultural and political issues in the region. SafeTech Solutions provided guidance to the leadership team on how to lead change and lead an agency of both paid and volunteer staff. Our consultants evaluated the current state, reliability and long-term sustainability of EMS in the county, both validating system components that are working well and making recommendations for change and improvement where needed. SafeTech Solutions delivered its observations and recommendations in clear, precise language and provided implementation steps that spelled out and made graspable, meaningful change possible for the county. Reference contact information for Grand County EMS is: Andy Smith, Director, (435) 259-1301, asmith@grandcountyutah.net.

EXAMPLE TWO: In July 2017, SafeTech Solutions delivered the final report of its assessment of emergency medical Services at South Central Wyoming EMS (SCWEMS) to the SCWEMS Board of Directors, key stakeholders, local

government officials, and community members. SafeTech Solutions conducted a focused assessment of the organization, with the scope of work defined as an assessment of the organization's long-term sustainability, reliability and viability. This was done through interviews with key stakeholders, a review of data provided by the organization (operational data and financial reports) and a presentation of observations, key findings and recommendations. SafeTech Solutions was the prime Contractor of the work, which took place on an agreed-upon schedule in the late spring and early summer of 2017.

The challenges faced by SCWEMS are similar to those facing Nebraska's EMS organizations, and SafeTech Solutions' work for SCWEMS is similar to work proposed in response to the RFP here. Both assessments draw on SafeTech Solutions' experience and expertise working with rural EMS organizations with largely volunteer workforces. Like many rural, volunteer EMS organizations in Nebraska and across the nation, SCWEMS was experiencing a silent crisis at the time of the assessment, a crisis made up of many components, including a national change in people's willingness and availability to volunteer, the increasing demands of clinical care, regionalization of healthcare, ever-decreasing reimbursement paired with ever-increasing costs of readiness and operations, and community expectations.

SafeTech Solutions worked with SCWEMS to conduct an assessment that resulted in five major recommendations built from 10 key observations. For the purpose of illustration and as an example of (a glimpse of) results SafeTech Solutions has delivered, these recommendations to the SCWEMS leadership are listed here. They were to: 1) Develop an EMS leadership team and an organizational structure designed to realize a clear vision for EMS; 2) Realign and, if necessary, restructure the organization so it operates as a single integrated EMS system; 3) Structure EMS operations to support long-term success (long-term sustainable, reliable, and efficient performance that is data driven); 4) Create a high engagement "best-place-to-work" culture; and 5) Consider collaboration/consolidation with Carbon County EMS.

SafeTech Solutions' recommendations were delivered in an in-person presentation accompanied by a high-quality executive report with specific action steps spelled out for each recommendation. Rather than vague, general pointers, SafeTech Solutions offered specific illustrations of possible options and scenarios, along with step-by-step guidance for moving forward. Data was presented in clear, concise language, and as always, SafeTech Solutions provided specific plans for follow-up and on-going communication where desired and agreed-upon. Reference contact information for SCWEMS is: Jeb Steward, Past Chair, jebsteward@union-tel.com.

EXAMPLE THREE: In March 2018, SafeTech Solutions delivered the final report of its assessment of emergency medical services in Crete, Nebraska to a number of community leaders and stakeholders. SafeTech Solutions was the prime Contractor of the work, which took place over an initial three months (the assessment phase) and was extended to include consulting for the implementation of initial steps of the assessment's recommendations. At the heart of the assessment was an interest in resolving the tension between the Crete Volunteer Fire and Rescue (CVFR) and Crete Area Medical Center over the model being used to provide ALS in the community. The tension had manifested into community members being either strongly supportive or strongly opposed to the current model. The opposing positions had begun to divide the community, threatening to affect the community's willingness to support one or both organizations and, thus, potentially jeopardizing the long-term sustainability, reliability and viability of CVFR.

As part of the overall assessment, one of SafeTech Solutions' responsibilities was to assist CVFR in taking the first small bite based on recommendations from the assessment. Leaders from CVFR, Crete Area Medical Center, city leadership, and staff from the Nebraska Office of Emergency Health Services met to discuss how ALS is offered in Crete and how the group might address tension around the current model and its possible alternatives or modifications. SafeTech Solutions facilitated and mediated the discussion.

The meeting was highly productive and resulted in several critical consensus-based decisions. The decisions made at the meeting began a process to resolved tensions, enhanced the current model and increased the amount of ALS the entities are each able to provide the community.

SafeTech Solutions' assessment of the EMS system in Crete, Nebraska used a three-phase process of inquiry and investigation similar to the process outlined in the current RFP, and similarly drew upon SafeTech Solutions' many years of experience and expertise in conducting rural assessments. In Phase I, SafeTech Solutions gathered quantitative and qualitative data through research, site visits and interviews, paying special attention to the social, economic, demographic, cultural and political issues in Crete. In Phase II, SafeTech Solutions carefully analyzed the data in order to develop its recommendations. Recommendations were presented to key stakeholders in October 2017. Phase III involved the leaders of CVFR taking the first small bite, which SafeTech Solutions provided assistance for, as described above.

In addition, SafeTech Solutions provided Crete Volunteer Fire and Rescue five key recommendations based on 10 key observations it made over the course of the assessment. These observations and recommendations were clearly spelled out in the final report, which was crafted with an eye toward making measurable progress obtainable through actionable steps and guidance. Reference contact information for Crete Volunteer Fire and Rescue is: Tom Ourada, City Administrator, City of Crete, (402) 826-4312, tom.ourada@crete.ne.gov.

- G. DELIVERABLES:**
1. See Cost Proposal.

VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Technical and Cost Proposal. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

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

A. PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM

By signing the "RFP for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP, agrees to the Terms and Conditions stated in this RFP unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The RFP for Contractual Services form must be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award.

Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.

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://das.nebraska.gov/materiel/purchasing.html>

Further, Sections II through VII must be completed and returned with the proposal response.

2. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

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

b. FINANCIAL STATEMENTS

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

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

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

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

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous two (2) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

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

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

The bidder should address the following:

i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. These descriptions should include:

- a)** The time period of the project;
- b)** The scheduled and actual completion dates;
- c)** The Contractor's responsibilities;
- d)** For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
- e)** Each project description should identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

- II. Contractor and subcontractor(s) experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects.
- III. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

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

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

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

The bidder should provide resumes for all personnel proposed by the 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 RFP in addition to assessing the experience of specific individuals.

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

J. SUBCONTRACTORS

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

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

3. TECHNICAL APPROACH

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

- a. Understanding of the project requirements;
- b. Bidder Requirements; and,
- c. Deliverables.

VII. COST PROPOSAL REQUIREMENTS

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

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

A. COST PROPOSAL

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

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

B. PRICES

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

Form A
Bidder Contact Sheet
Request for Proposal Number 5947 Z1

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

Preparation of Response Contact Information	
Bidder Name:	SafeTech Solutions, LLP
Bidder Address:	29251 Potassium Street NW Isanti, MN 55040
Contact Person & Title:	Aarron Reinert, MA, Partner
E-mail Address:	aarron@safetechsolutions.us
Telephone Number (Office):	(866) 611-5515
Telephone Number (Cellular):	(651) 248-4239
Fax Number:	(858) 777-5455

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

Communication with the State Contact Information	
Bidder Name:	SafeTech Solutions, LLP
Bidder Address:	29251 Potassium Street NW Isanti, MN 55040
Contact Person & Title:	Aarron Reinert, MA, Partner
E-mail Address:	aarron@safetechsolutions.us
Telephone Number (Office):	(866) 611-5515
Telephone Number (Cellular):	(651) 248-4239
Fax Number:	(858) 777-5455

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

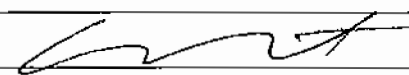
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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

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

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

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	SafeTech Solutions, LLP
COMPLETE ADDRESS:	29251 Potassium Street NW, Isanti, MN 55040
TELEPHONE NUMBER:	(866) 611-5515
FAX NUMBER:	(858) 777-5455
DATE:	11/19/2018
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Aarron Reinert, Partner

ORIGINAL



RFP Number 5947 Z1

Cost Proposal

**Emergency Medical Services
Assessment and Consulting Services
for
The State of Nebraska**

To:

**Annette Walton, Buyer
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508
(402) 471-6500**

November 20, 2018

SafeTech Solutions Contact:
Aaron Reinert, MA, NRP, Partner
29251 Potassium Street NW
Isanti, MN 55040
Tel (651) 248-4239

Cost Proposal Request for Proposal Number 5947 Z1

Firm Name: SafeTech Solutions, LLP

The bidder shall provide a flat fee for assessment stages listed below. Each individual assessment will contain all three stages. Total cost is scored on an estimate of four (4) full assessments per year.

PER ASSESSMENT Full assessment to include all three stages listed in Section V of the RFP.	UOM	Initial Award Year 1	Initial Award Year 2	Initial Award Year 3	Optional Renewal One Year 4	Optional Renewal One Year 5	Optional Renewal Two Year 6	Optional Renewal Two Year 7
Stage 1	EA	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
Stage 2	EA	\$10,600	\$10,600	\$10,600	\$11,200	\$11,200	\$11,400	\$11,400
Stage 3	EA	\$5,500	\$5,500	\$5,500	\$5,750	\$5,750	\$5,850	\$5,850

Optional Pricing:

Per Section V.C.8 of the RFP, DHHS may request additional items to be included with assessment. Indicate below the rate for optional items.

Deliverable	UOM	Initial Award Rate Year 1	Initial Award Rate Year 2	Initial Award Rate Year 3	Optional Renewal One Rate Year 4	Optional Renewal One Rate Year 5	Optional Renewal Two Rate Year 6	Optional Renewal Two Rate Year 7
Additional written reports	EA	No Charge for first 10 additional, \$50 per additional report there after	No Charge for first 10 additional, \$50 per additional report there after	No Charge for first 10 additional, \$50 per additional report there after	No Charge for first 10 additional, \$55 per additional report there after	No Charge for first 10 additional, \$55 per additional report there after	No Charge for first 10 additional, \$60 per additional report there after	No Charge for first 10 additional, \$60 per additional report there after
Upon request of DHHS, additional site visits or consulting for EMS agency being evaluated.	EA	\$2000 per day for one consultant, plus expenses	\$2000 per day for one consultant, plus expenses	\$2000 per day for one consultant, plus expenses	\$2500 per day for one consultant, plus expenses	\$2500 per day for one consultant, plus expenses	\$2500 per day for one consultant, plus expenses	\$2500 per day for one consultant, plus expenses
Targeted assessment: To include Stage 1, two of the focus areas listed in sections V.C.4.a. - h. from Stage 2, and all of Stage 3:	EA	\$12,000	\$12,000	\$12,000	\$12,600	\$12,600	\$12,800	\$12,800

ADDENDUM ONE QUESTIONS and ANSWERS

Date: November 7, 2018

To: All Bidders

From: Annette Walton, Buyer
AS Materiel State Purchasing Bureau

RE: Addendum for Request for Proposal Number RFP 5947 Z1 to be opened November 26, 2018 at 2:00 P.M. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>	<u>State Response</u>
1.	RFP 5947 Z1 Section V.A-B: Project Description & Scope of Work		As we understand it, the project would entail conducting the Scope of Work as described in Section V.C for various individual organizations and/or EMS systems throughout the State, and as assigned by DHHS EHS? Is that correct?	Yes, this is correct. DHHS EHS will identify and assign EMS services or systems that will participate.
2.	RFP 5947 Z1 Section V.A-B: Project Description & Scope of Work		Do you have any ideas how many separate assessments would need to be completed?	Contractor must complete all assessments as assigned to meet the requirements of the RFP. Typically, two (2) to four (4) assessments are completed within a one (1) year period.
3.	RFP 5947 Z1 Section V.A-B: Project Description & Scope of Work		The costs to conduct each assessment would vary, depending on the number of agencies involved, call volumes, geographic size, etc.? Is there any way to determine what the typical features of each location would be?	The features of each location vary. Nebraska has 423 licensed services. Each of these services have varying call volumes, geographic coverage area, etc. Some participate in regional collaborations. Funding for these assessments will restrict the assessments to rural areas.

4.	RFP 5947 Z1 Section V.A-B: Project Description & Scope of Work		Is there an expectation that the consultant fees would be the same for each assessment?	Yes. Please see Cost Proposal.
5.	RFP 5947 Z1 Section V.A-B: Project Description & Scope of Work		Do you have any idea of what the expectations concerning an agency's or systems timeline might be?	The assessments are done on an as needed basis. When the assessment is requested the agency's goal is for the assessment to be started within one month of the request. The remaining timeline will be determined during the initial call between the agency, service and consultant.
6.	V.B.	22	Is the amount of grant funding from the Medicare Rural Hospital Flexibility Program for this consulting project public information, and if so, what was the amount of the grant award?	The funding for assessments varies from year to year based on other projects that this funding would be used for. The amount is public information. Funding for the current year is approximately \$45,000; however, this amount will change in upcoming years due to the grant going to competitive bid.
7.	V.B.	22	Of the 420 EMS services in Nebraska, does the State have an estimate of how many would be assessed individually or regionally?	The number of individual and regional assessments vary each year. Services are typically assessed individually; however, there has been an increase in regional assessments as services experience staffing issues.
8.	V. C. 8. a-c	25	If optional services are requested by the State, will we be compensated separately, or should we anticipate this request and include pricing in this RFP response?	Optional Services requested as a part of this RFP are listed in the Cost Proposal.
9.	V. F. 5.	26	To meet this requirement, can we submit three final reports that our lead	Yes, however the reports have to be relevant to the requirements of this RFP.

			consultant completed that are from a different company that released the reports for this project as examples of our consultant's work?	
10.	VI. 2. H.	28	Does the summary matrix listing the bidder's previous experience limited to the three final reports submitted as required in Section V. F. 5, or can they be three different projects?	The three (3) reports can be from three (3) different projects, however the reports have to be relevant to the requirements of this RFP.
11.	Cost Proposal		<p>Could you please clarify the cost proposal? Am I understanding the table correctly as asking for the cost of 1 quarterly assessment, broken down into the 3 stages identified in the RFP?</p> <p>In that case, is it correct to understand the box under "Initial Award Year 1" as representing the cost of 1 stage (Stage 1) of 1 out of 4 assessments we propose to contract to do in Year 1? Thank you.</p>	<p>Yes.</p> <p>Yes.</p>
12.	V. F 1-5	27	Is it sufficient, when answering Section F "Bidder Requirements," to refer the reader/evaluator to the appropriate section of our Technical Proposal for our responses to items 1-5? Or, is it preferable that we summarize our responses and fill in the boxes in the RFP as well?	Please provide your response to the specific questions listed in Section F. Bidder Requirements in the space provided.

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal response.

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

RETURN TO:

Name: State Purchasing Bureau
Address: 1526 K St. Suite 130
City/State/Zip: Lincoln, NE 68508
Phone:402-471-6500

SOLICITATION NUMBER	RELEASE DATE
RFP 5947 Z1	October 17, 2018
OPENING DATE AND TIME	PROCUREMENT CONTACT
November 26, 2018 2:00 P.M. Central Time	Annette Walton

**PLEASE READ CAREFULLY!
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 5947 Z1 for the purpose of selecting a qualified bidder to provide Emergency Medical Services consulting services. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be three (3) years commencing upon execution of the contract by the State and the Bidder (Parties). The contract includes the option to renew for two (2) additional two (2) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

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

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

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

These postings will include the entire proposal or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

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

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the RFP being found non-responsive and rejected.

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

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GLOSSARY OF TERMS

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

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

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

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

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

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

Amendment: A written correction or alteration to a document.

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

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

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

Bid/Proposal: The offer submitted by a vendor in a response to a written solicitation.

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

Bidder: A vendor who submits an offer bid in response to a written solicitation.

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

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

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

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

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

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

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

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

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

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

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released

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

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

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

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

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

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract to furnish commodities or services.

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

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

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

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

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

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

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

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

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

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

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

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

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

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

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

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily

provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

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

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

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

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

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

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

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

Payroll & Financial Center (PFC): Electronic procurement system of record.

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

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

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

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

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

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

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

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

Proposal: See Bid/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 serves no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance: A complaint about a governmental action or decision related to a RFP or resultant contract, brought by

a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

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

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

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

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

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

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

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

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

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

Should: Expected; suggested, but not necessarily mandatory.

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

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

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

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

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

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

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

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

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

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from

those of others, registered with the U.S. Patent and Trademark Office.

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

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

Vendor Performance Report: A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Will: See Shall/Will/Must.

Work Day: See Business Day.

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The RFP is designed to solicit proposals from qualified bidders who will be responsible for providing Emergency Medical Service consulting services at a competitive and reasonable cost.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

Name: Annette Walton, Buyer
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: 402-471-6500

E-Mail: as.materielpurchasing@nebraska.gov

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

The following exceptions to these restrictions are permitted:

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

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

C. SCHEDULE OF EVENTS

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

ACTIVITY		DATE/TIME
1.	Release RFP	October 17, 2018
2.	Last day to submit written questions	October 31, 2018
3.	State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	November 7, 2018
4.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	November 26, 2018 2:00 PM Central Time
5.	Review for conformance to RFP requirements	November 26, 2018
6.	Evaluation period	November 27, 2018 Through December 7, 2018
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	December 11, 2018
9.	Contract finalization period	December 12, 2018 Through January 9, 2018
10.	Contract award	January 10, 2018
11.	Contractor start date	January 15, 2018

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any RFP provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 5947 Z1; Emergency Medical Services consulting services Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the bidder's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov, but may be delivered by hand or by U.S. Mail. It is recommended that bidders submit questions using the following format.

RFP Reference	Section	RFP Number	Page	Question

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

E. PRICES

Prices submitted on the cost proposal form shall remain fixed for the first three (3) years of the contract. Any request for a price increase subsequent to the first three (3) years of the contract shall not exceed five percent (5%) of the previous contract period. Increases will be cumulative across the remaining periods of the contract. Requests for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

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

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

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

G. ETHICS IN PUBLIC CONTRACTING

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

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

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

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

H. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the RFP become a part of the terms and conditions of the contract resulting from this RFP. Any deviations from the RFP in Sections II through VI must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the RFP, requirements, or applicable state or federal laws or statutes. "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.

I. SUBMISSION OF PROPOSALS

Bidders should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted, the State will retain one copy marked "ORIGINAL" and destroy the other copies. The bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Bidder Contact Sheet". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. on the face of each container or bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The RFP number should be included in all correspondence.

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

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

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

The Technical and Cost Proposals Template should be presented in separate sections (loose-leaf binders are preferred) on standard 8 1/2" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 1/2" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables should be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

J. BID PREPARATION COSTS

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

K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

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

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; and
6. 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.

L. BID CORRECTIONS

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

M. LATE PROPOSALS

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

N. PROPOSAL OPENING

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

O. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

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

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections II through VII;
5. Completed Technical Approach; and
6. Completed State Cost Proposal Template.

P. EVALUATION COMMITTEE

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

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

Q. EVALUATION OF PROPOSALS

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

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

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

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

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

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

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

Evaluation criteria will be released with the RFP.

R. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

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

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

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

S. BEST AND FINAL OFFER

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

T. REFERENCE AND CREDIT CHECKS

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

U. AWARD

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

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

The RFP does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet.

II. TERMS AND CONDITIONS

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

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

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

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

A. GENERAL

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

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

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

These documents constitute the entirety of the contract.

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

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

B. NOTIFICATION

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

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

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

C. GOVERNING LAW (Statutory)

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

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

D. BEGINNING OF WORK

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

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.

E. CHANGE ORDERS

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may

find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

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

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

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

G. BREACH

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

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

H. NON-WAIVER OF BREACH

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

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

I. SEVERABILITY

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

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

J. INDEMNIFICATION

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

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

If a judgment or settlement is obtained or reasonably anticipated against the State’s use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor’s sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a

license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this 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, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

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

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

K. ATTORNEY'S FEES

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

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

L. ASSIGNMENT, SALE, OR MERGER

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

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

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

M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

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

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

N. FORCE MAJEURE

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

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

O. CONFIDENTIALITY

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

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

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

P. OFFICE OF PUBLIC COUNSEL (Statutory)

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

Q. LONG-TERM CARE OMBUDSMAN (Statutory)

Contractor must comply with the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.

R. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

S. CONTRACT CLOSEOUT

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

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

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

5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
The completed United States Attestation Form should be submitted with the RFP response.
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.

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

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

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. PERMITS, REGULATIONS, LAWS

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

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

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

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

G. INSURANCE REQUIREMENTS

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

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the Contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

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

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. EVIDENCE OF COVERAGE

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

Department of Health and Human Services
 Attn: Program Manager Emergency Health Systems
 301 Centennial Mall S.
 Lincoln, NE 68509

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

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

4. DEVIATIONS

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

H. ANTITRUST

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

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

I. CONFLICT OF INTEREST

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

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

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

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

J. ADVERTISING

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

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

K. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's

performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

L. DISASTER RECOVERY/BACK UP PLAN

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

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

M. DRUG POLICY

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

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

The State is not required to pay taxes 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.

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall be sent to Department of Health and Human Services, Office of Emergency Health Systems, 301 Centennial Mall S, PO Box 95026, Lincoln, NE 68509-5026. Invoices to included project being billed for. Payment should be subject to DHHS approval of deliverables. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

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

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

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

E. PAYMENT

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

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. (Neb. Rev. Stat. Section 73-

506(1)) 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 of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

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

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

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

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

H. RIGHT TO AUDIT (First Paragraph is Statutory)

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

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

A. BACKGROUND

The purpose of this contract is to provide Emergency Medical Service (EMS) consulting services for individual, city, county, regional, state, private or other types of EMS Services, Department of Health and Human Services (DHHS) Office of Emergency Health Systems (EHS) or the EMS Board. The consultation will include initial interviews and research (Stage One), an assessment to include items specified in sections V.C.3 – 5 (Stage Two), and a presentation of findings and final recommendations to EMS Services and DHHS (Stage Three). DHHS will have the option to request a targeted assessment, which would limit the items included in Stage Two. Location of assessments will vary throughout the State of Nebraska.

DHHS EHS requires that all assessments be completed per the agency's timeline which can vary in length. In order to achieve the needs of the agency, DHHS EHS may award a contract to no more than two (2) Contractors.

B. PROJECT ENVIRONMENT

Nebraska Emergency Medical Service (EMS) consulting services is grant funded by the Medicare Rural Hospital Flexibility Program specifically designated for rural EMS. Nebraska currently has over 420 EMS services; most of them are considered rural. Nebraska EMS services a variety of different types of ownership including but not limited to city, county, private or Rural Fire District and are primarily located in rural and frontier locations. Assessments may be performed on a single service or on a regional area.

Nebraska EMS is regulated by:

1. Emergency Medical Services Practice Act:
<http://dhhs.ne.gov/publichealth/Licensure/Documents/EmergencyMedicalServicesAct.pdf>
2. Title 172 Nebraska Administrative Code Chapter 11
<http://dhhs.ne.gov/publichealth/Licensure/Documents/EMS172-11.pdf>
3. Title 172 Nebraska Administrative Code Chapter 12
<http://dhhs.ne.gov/publichealth/Licensure/Documents/EMS172-12.pdf>
4. Title 172 Nebraska Administrative Code Chapter 13
<http://dhhs.ne.gov/publichealth/Licensure/Documents/EMS172-13.pdf>

EMS appears in various other Nebraska Statutes and Rules and Regulations. The Office of Emergency Health Systems can assist in providing these during the assessment process if requested.

C. SCOPE OF WORK

1. Provide a comprehensive EMS consultation of the service(s), or region identified by DHHS, to determine strengths, weaknesses, coverage gaps, workforce and funding shortfalls, sustainability, benchmark and quality indicators, scoring formats and future needs for pre-hospital care. Benchmarks and indicators, to be utilized by the contractor for the needs assessment shall be submitted and approved by DHHS.

Stage One:

2. Facilitate one conference call with DHHS and EMS service(s) to determine the full scope of the assessment and priorities.

Stage Two:

3. Interview community leaders, public officials, business leaders, healthcare administrators, law enforcement personnel, emergency communication (dispatch/Public Safety Answering Point (PSAP)), personnel, healthcare professionals, ambulance services, healthcare consumers or other interested stakeholders who may provide information for the assessment and recommendations.
4. Provide a full assessment of Emergency Medical Services to include all or part of the following. A full assessment shall address all items below
 - a. Organizational Structure and system design:
 - i. Local authority structure and city or county laws or ordinances;
 - ii. Integration with and support from other local healthcare and emergency response entities (fire, rescue, Emergency Management Agency (EMA), etc.);
 - iii. Human resources and the level of volunteerism, addressing the sustainability of volunteerism;
 - iv. Leadership within the organization;
 - v. Administration and management practices; and,

- vi. Ownership and the level of involvement.
 - b. EMS response time reliability:
 - i. The total demand for service upon the system by response type, including historical demand and projected trends.
 - ii. A fractile measurement of the EMS systems response times.
 - iii. The EMS system's ability or inability to respond to every request for service and the causative factors.
 - c. Fiscal structure and stability:
 - i. Current EMS system finances.
 - ii. Billing practices.
 - iii. Funding sources within the service area, including the third-party payer mix within the service area and the relative need for subsidies.
 - iv. Value of donated labor.
 - v. Full and total cost of providing Emergency Medical Services.
 - d. The delivery and quality of clinical care including the use of quality improvement:
 - i. The current level of care authorized and provided based on the scopes of practice established by EMS Statute and Rules and Regulations listed in V.B. Project Environment.
 - ii. Medical direction including the level of involvement and expertise of the local Medical Director(s) and/or Surrogate(s).
 - iii. Quality Assurance and Quality Improvement plan.
 - iv. Education and training status.
 - e. Public education and outreach efforts to include the support and perception of the local community; public access to the emergency response system.
 - f. Communication systems to include the EMS agency's ability to communicate with hospitals, local and state emergency management, air medical ambulances, emergency response agencies and the support and involvement of the local dispatch entity or PSAP personnel.
 - g. Integration and involvement with other system of care initiatives and activities such as the trauma, cardiac and stroke systems of care.
 - h. The level of emergency preparedness of the system and its ability to respond to a disaster or public health emergency.
5. Collect relevant data regarding state and local regulations, laws, and ordinances, census data, demographics, local socioeconomics, industry, geography, highways, neighboring service areas, local medical and healthcare services, and facilities; unique impact factors, such as parks, mining, prisons, tourism and special events; and service location, for example, stroke, cardiac and trauma centers.

Stage Three:

- 6. Provide a comprehensive final report to be distributed to local officials, regional health departments, pre-hospital providers and DHHS for public distribution. The final report for each assessment must include all findings, recommendations and a plan how to improve the EMS services if applicable. Report will be made available for in preliminary and final forms to DHHS and the EMS Service(s).
- 7. Contractor should consider and utilize the 18 attributes of a successful EMS agency in their evaluations and reports. See <http://worh.org/sites/default/files/EMS%20Attributes%20of%20Success%20Workbook.pdf>
- 8. **Optional Services:**
 - a. Additional items as requested by DHHS including but not limited to: additional site visits or consulting for EMS agency being evaluated
 - b. Provide additional verbal and written reports to DHHS,
 - c. Targeted Assessments: the contents of a targeted assessment will be determined by DHHS. These would include all three stages, but would only address two of the areas from sections V.C.4.a. - h.

D. PROJECT REQUIREMENTS

The Contractor must provide its own supplies and equipment throughout the term of the contract including but not limited to: transportation, workspace, cell phone, computer, email, internet etc.

E. DHHS REQUIREMENTS

DHHS shall provide the following:

1. Access to data such as Trauma Registry, Crash Outcome Data Evaluation Systems (CODES), eNARSIS, and other resources upon request.
2. Name, contact information and localities to be assessed.
3. One (1) staff person to assist with helping organize the assessment, act as a liaison with services and other resources upon request.
4. Coordination of assessment related activities as needed

F. BIDDER REQUIREMENTS:

1. Please describe your company's qualifications including but not limited to history, approach, mission, areas of expertise, resources available to perform EMS assessments and that your company has the ability to stay current with the full spectrum of Emergency Medical Services.

Bidder Response:

2. Please describe your company's experience in conducting comprehensive EMS assessments; please address experience in rural areas and volunteer workforces.

Bidder Response:

3. Please describe your company's proposed approach to completing the in Section V.C. Scope of Work. Provide an in-depth description of the services you propose to provide, the methods you will use, and the outcomes you propose to achieve.

Bidder Response:

4. Please describe your knowledge of federal and State of Nebraska EMS laws and regulations.

Bidder Response:

5. Provide three examples of final reports that your company has provided to customers.

Bidder Response:

G. DELIVERABLES:

1. See Cost Proposal.

VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Technical and Cost Proposal. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

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

A. PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM

By signing the "RFP for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP, agrees to the Terms and Conditions stated in this RFP unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The RFP for Contractual Services form must be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award.

Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.

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://das.nebraska.gov/materiel/purchasing.html>

Further, Sections II through VII must be completed and returned with the proposal response.

2. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

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

b. FINANCIAL STATEMENTS

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

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

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

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

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous two (2) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

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

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

The bidder should address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. These descriptions should include:
 - a) The time period of the project;
 - b) The scheduled and actual completion dates;
 - c) The Contractor's responsibilities;
 - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e) Each project description should identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

- ii. Contractor and subcontractor(s) experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects.
- iii. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

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

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

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

The bidder should provide resumes for all personnel proposed by the 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 RFP in addition to assessing the experience of specific individuals.

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

j. **SUBCONTRACTORS**

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

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

3. TECHNICAL APPROACH

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

- a. Understanding of the project requirements;
- b. Bidder Requirements; and,
- c. Deliverables.

VII. COST PROPOSAL REQUIREMENTS

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

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

A. COST PROPOSAL

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

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

B. PRICES

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

Form A
Bidder Contact Sheet
Request for Proposal Number 5947 Z1

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

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

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

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

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

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

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

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

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

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

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