

**State of Nebraska Department of Health and Human Services
REQUEST FOR QUALIFICATION FOR CONTRACTUAL
SERVICES**

DHHS – Central Procurement
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SOLICITATION NUMBER	RELEASE DATE
106928 O3	November 16, 2020
INITIAL OPENING DATE AND TIME	PROCUREMENT CONTACT
January 5, 2021 2:00 p.m. Central Time	Keith Roland and Jennifer Crouse

**PLEASE READ CAREFULLY!
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Health and Human Services (DHHS), is issuing this Request for Qualification (RFQ) Number 106928 O3 for the purpose of selecting qualified contractors into a vendor pool, in order to provide cloud-based, enterprise agile software development services, as well as legacy mainframe application modernization services, in support of DHHS's planned iServe Nebraska Portal.

The term of a contract resulting from this RFQ will be from the later of February 9, 2021 or the date of award, and continue through February 8, 2023. The contract includes the option to renew for two (2) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of the contract beyond the termination date when mutually agreeable to the Parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR QUALIFICATION 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 RFQ, 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 RFQ will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal or response. If the Bidder wishes to withhold proprietary or other commercial information from disclosure, the Bidder must identify the proprietary information, mark the proprietary information according to state law, and submit only the proprietary information in a separate file named conspicuously the words "PROPRIETARY INFORMATION" or if submitting the proposal or response electronically, as a separate electronic file that is named "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 determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

If the 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 RFQ 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 RFQ, specifically waives any copyright or other protection the contract, proposal, or response to the RFQ 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 RFQ, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the RFQ being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the RFQ 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 RFQ, 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 RFQ. 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.

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.

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.

Consumer Portal: A single point of access to information and functionality related to DHHS programs and service delivery for a diverse array of iServe Nebraska stakeholder groups, including Nebraska residents (applicants, clients), DHHS staff, community partners, etc. Consumer portal is a reference to all functionality available to Nebraska beneficiaries, and is distinct from DHHS staff portal and community portal that present functionality for those respective stakeholders.

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".

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 RFQ, 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.

Modularization / Refactoring Work Order: Work order for a vendor to initiate rearchitecting of a legacy functional component into a discrete service or set of services accessible via application programming interfaces, and/or refactoring certain legacy functional components for preventive and perfective maintenance.

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.

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.

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.

Product/Solution Planning Work Order: Work order for a vendor to initiate Agile application development planning services, to start an agile application development program, in order to deliver new functionality to DHHS.

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 RFQ, 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.

Product/Solution Increment Work Order: Work order for a vendor to initiate Agile application or platform development and deployment services, in order to develop and deliver new or revised functional or technical capabilities as defined by a set of features and stories.

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 RFQ 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 Qualification (RFQ): A written solicitation utilized for obtaining qualification offers.

Request for Quote: A written solicitation utilized for obtaining quotes from the qualified Contractor pool.

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 – 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.

Sprint Work Order: Same as Project/Solution Increment Work Order (PSI), but restricted to a single development cycle (see definition for "Product/Solution (PSI) Work Order," above).

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.

Work Order: A request sent by DHHS to Contractors in the RFQ Pool soliciting bids for services.

ACRONYM LIST

Acronym	Term
AABD	Aid to the Aged, Blind, or Disabled
AADS	Agile Application Development Services
AD	Aged and Disabled
ADC	Aid to Dependent Children
ALM	Application Lifecycle Management
API	Application Programming Interface
APS/CPS	Adult Protective Services / Child Protective Services
CCWIS	Comprehensive Child Welfare Information System
CC	Child Care
CD	Continuous Deployment
CHIP	Children's Health Insurance Program
CI	Continuous Integration
CICS	Customer Information Control System
CMDB	Configuration Management Database
CMS	Centers for Medicare and Medicaid Services
DHHS	State of Nebraska Department of Health and Human Services
EA	Economic Assistance
ECI	External Call Interface
ESB	Enterprise Service Bus
HTML	Hypertext Markup Language
IBEEM	Integrated Benefits Eligibility and Enrollment Management
ID/DD	Intellectual/Developmental Disabilities
IDE	Integrated Development Environment
IVR	Interactive Voice Recognition
LAN	Local-Area Network
LeSS	Large-Scale Scrum
LIHEAP	Low Income Home Energy Assistance Program
MI	Modernization Initiative
MPI	Master Person Index
MVP	Minimum Viable Product
N-FOCUS	Nebraska Family Online Client User System
PACE	Program of All-Inclusive Care for the Elderly
PAS	Personal Assistance Services
PDF	Portable Document Format
POC	Point of Contact
PRD	Product/Solution Requirements Document
PSI	Product/Solution Increment
PSP	Product/Solution Planning
PSV	Product/Solution Vision
RACF	IBM Resource Access Control Facility for the Mainframe
REST	Representational State Transfer

RDBMS	Relational Database Management System
RFQ	Request for Qualification
SAFe	Scaled Agile Framework
SDP	State Disability Program
SMART	Specific, measurable, agreed, realistic, time-bound
SNAP	Supplemental Nutrition Assistance Program
SSAD	Social Services Aged and Disabled Adults
SSCF	Social Services Children and Families
TANF	Temporary Assistance for Needy Families
TBI	Traumatic Brain Injury
TCP	Transmission Control Protocol / Internet Protocol
VCS	Version Control System

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The State of Nebraska seeks to prequalify a pool of contractors able to provide Agile application or platform development and deployment agile application development services to implement the iServe Nebraska Portal, and/or legacy modernization services to incrementally enhance the existing benefits eligibility and enrollment system (N-FOCUS) functionality, to deliver a modern and improved user experience. See Appendix A for current technical environment overview. Proposals that do not conform to the mandatory items as indicated in the RFQ will not be considered.

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

In addition to the provisions of this RFQ, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the Contract.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this RFQ reside with DHHS Procurement. The point of contact (POC) for the procurement is as follows:

Name: Keith Roland and Jennifer Crouse
Agency: DHHS
Address: 301 Centennial Mall South, LL
Lincoln, NE 68508
Telephone: 402-471-0727

E-Mail: dhhs.rfpquestions@nebraska.gov

From the date the RFQ 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 RFQ. The POC will issue any clarifications or opinions regarding this RFQ in writing. Only the buyer can modify the RFQ, 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 RFQ.

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 RFQ 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 RFQ	November 16, 2020
2.	Last day to submit written questions	December 1, 2020
3.	State responds to written questions through RFQ "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	December 15, 2020
4.	Initial Proposal Opening Location for mailed/hand delivered submissions: Department of Health and Human Services 301 Centennial Mall S. Lincoln, NE 68508 Electronic submissions: https://nebraskastategov.sharefile.com/r-r4fc9fa1ec9f64a0	January 5, 2021 2:00 PM Central Time
6.	Evaluation period	Continuous
7.	Post initial "Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	January 14, 2021
8.	Estimated contract finalization period	January 14, 2021 through February 8, 2021
9.	Estimated contract award	February 9, 2021
10.	Estimated initial Contractor Pool start date	February 9, 2021
11.	Additional Contractor start date	Continuous

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any RFQ provision must be submitted in writing to the State Purchasing Bureau and clearly marked "iServe RFQ Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

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

RFQ Reference	Section	RFQ Number	Page	Question

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

E. PRICES

Contractor represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation.

The State reserves the right to add additional related services to the contract, if required, at any time during the contract to accommodate business needs.

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

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 successful Bidder and their subcontractors.

H. DEVIATIONS FROM THE REQUEST FOR QUALIFICATIONS

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

I. SUBMISSION OF PROPOSALS

The State is accepting either electronically submitted responses or hard copy, paper responses for this RFQ.

1. For bidders submitting electronic responses:

- a. Bidders submitting electronically can upload the response via ShareFile here:
 - i. <https://nebraskastategov.sharefile.com/r-r4fc9fa1ec9f64a0>
 - ii. ShareFile works with Firefox, Internet Explorer and Chrome. It does not work with Microsoft Edge.
- b. If multiple proposals are submitted, the State will retain only the most recently submitted response. It is the bidder's responsibility to submit the proposal by the date and time indicated in the Schedule of Events. Electronic proposals must be received by DHHS by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted.
- c. ELECTRONIC PROPOSAL FILE NAMES
The bidder should clearly identify the uploaded RFQ proposal files. To assist in identification please use the following naming convention:
 - i. RFQ 106928 O3 ABC Company
 - ii. If multiple files are submitted for one RFQ proposal, add number of files to file names: RFQ 106928 O3 ABC Company File 1 of 2.
 - iii. If multiple RFQ proposals are submitted for the same RFQ, add the proposal number to the file names: RFQ 106928 O3 ABC Company Proposal 1 File 1 of 2.

2. For bidders submitting paper/hard copy responses:

- a. Bidders who are submitting a paper response 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, "Contractor Proposal Point of Contact". Proposals must reference the RFQ 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 contractor's proposal response packet. If a recipient phone number is required for delivery purposes, 402-471-0727 should be used. The RFQ number should be included in all correspondence. The State will not furnish packaging and sealing materials. It is the contractor's responsibility to ensure the solicitation is received in a sealed envelope or container and submitted by the date and time indicated in the Schedule of Events.

Sealed proposals must be received by DHHS by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted.

United States Postal Services (USPS) delivered proposal responses shall be mailed to:

ATTN: Keith Roland
DHHS - Central Procurement Services
PO BOX 94926
Lincoln, NE 68509

Hand delivered proposal responses or responses delivered by Federal Express (FedEx), United Parcel Service (UPS), etc. shall be delivered to:

ATTN: Keith Roland
DHHS - 3rd Floor Reception Desk
301 Centennial Mall South
Lincoln, NE 68509

- b. Proprietary Information should be presented in separate sections (loose-leaf binders are preferred) on standard 8 ½" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables 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.
3. The State will not furnish packaging or sealing materials. It is the bidder's responsibility to ensure the solicitation is received either electronically or in a sealed envelope or container and submitted by the date and time indicated in the Schedule of Events. Sealed proposals must be received in by DHHS by the date and time of the proposal opening per the Schedule of Events.

The Request for Qualification form must be manually signed in an indelible manner or by DocuSign and returned by the proposal opening date and time along with the contractor's Request for Qualification along with any other requirements as stated in the Request for Qualification document in order for the contractor's Request for Qualification response to be evaluated.

It is the responsibility of the contractor to check the website for all information relevant to this Request for Qualification to include addenda and/or amendments issued prior to the opening date. Website address is as follows: http://das.nebraska.gov/materiel/purchase_bureau/vendor/agency-rfp.html.

Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to requirements, completeness, and clarity of content. If the contractor'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 Qualification for Contractual Services" form, the contractor guarantees compliance with the provisions stated in this solicitation.

J. BID PREPARATION COSTS

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

K. FAILURE TO COMPLY WITH REQUEST FOR QUALIFICATION

Violation of the terms and conditions contained in this RFQ 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. REQUEST FOR QUALIFICATION/QUALIFICATIONS 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. Must provide copy of active U.S. Federal Government GSA contract;
2. Complete Sections II through IV;
3. Complete Appendix I – Questions for RFQ Respondents;
4. Complete a [Vendor Application](#), if not already a registered vendor;
5. Request for Qualification Form Contractual Services form, signed in ink.

M. RFQ POOL EVALUATION COMMITTEE

Proposals are evaluated by members of an RFQ Pool Evaluation Committee(s). The RFQ Pool Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the RFQ Pool 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 RFQ may result in the rejection of this proposal and further administrative actions.

N. EVALUATION OF RFQ PROPOSALS

All proposals that are responsive to the RFQ will be evaluated to verify if the bidder will be accepted into the Contractor pool. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. The Evaluation will be conducted by the following method:

Bidders will be admitted into the Contractor pool and will be eligible to submit a bid for a Work Order for a particular service type if:

- (1) The bidder is an eligible entity;
- (2) The bidder meets the minimum requirements of this RFQ;
- (3) The State determines that the bidder does not pose a risk of noncompliance with federal statutes, regulations, or terms and conditions of this contract; and
- (4) The bidder meets each of the following scoring thresholds:
 - a. For a particular service type, the bidder must score at least 70 out of a possible 140 points.
 - b. The bidder must score at least 30 out of a possible 60 points for the Corporate Overview section.

Bidders may submit a response for any or all service types (see section VI.B.3). Scoring will be based on responses to questions provided in Appendix I. The State reserves the right to lower the scoring thresholds listed in 4.a and 4.b immediately above if it determines doing so is in the best interest of the State.

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

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

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the RFQ 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.

O. 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 RFQ, 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.

P. ESTABLISHMENT OF CONTRACTOR POOL

The State reserves the right to evaluate proposals and establish a Contractor pool 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 RFQ process, the State of Nebraska may take one or more of the following actions:

1. Amend the RFQ;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's RFQ process and in bidder proposals that are not material, and do not compromise the RFQ process or a bidder's proposal;
4. Accept or reject a one or more vendors;
5. Accept or reject all vendors in the pool;
6. Withdraw the RFQ;
7. Elect to rebid the RFQ;

The RFQ does not commit the State to award a contract to perform any services but only serves notice as a desire to be considered for requests for quotes. Once a Contractor pool has been determined, it will be posted to the Internet at:

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

Throughout the term of the RFQ, the Contractor shall be responsible for notifying the State of changes to their contact information, as well as sending the State written notification requesting they no longer be included in the Contractor Pool. The State shall not be held responsible for a Contractor not receiving communications due to a Contractor neglecting to notify the State with updated contact information.

Grievance and protest procedure is available on the Internet at:

<http://dhhs.ne.gov/Documents/DHHS%20Grievance%20Protest%20Procedures%20for%20Vendors%2020180320.pdf#search=protest>

Any protests of the rejection of a bidder's proposal to join the Contractor pool 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 VI as part of their proposal. Bidder should read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFQ, 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, including but not limited to required amounts of insurance. 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 RFQ. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder’s commercial contracts and/or documents for this RFQ.

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 RFQ Response (Initial)	NOTES/COMMENTS:

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

1. Request for Qualification and Addenda;
2. Amendments to the RFQ;
3. Questions and Answers;
4. Contractor’s response (RFQ 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 RFQ and any Questions and Answers, 4) the original RFQ 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 RFQ Response (Initial)	NOTES/COMMENTS:

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

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 RFQ 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 RFQ 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 RFQ. 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 RFQ 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 RFQ 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 RFQ 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 RFQ 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 RFQ 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 RFQ.

3. PERSONNEL

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

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under

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

5. ATTORNEY GENERAL

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

K. ATTORNEY'S FEES

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

		RFQ Response (Initial)	

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 RFQ 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 RFQ 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 RFQ Response (Initial)	NOTES/COMMENTS:

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

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFQ 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 RFQ 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 RFQ 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 RFQ.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFQ 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 RFQ 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 RFQ 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 RFQ 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	\$5,000 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
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	\$3,000,000 per occurrence
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$2,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

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:

Contracts Administrator
 Nebraska Department of Health and Human Services
 301 Centennial Mall South
 Lincoln, NE 68509-5026

These certificates or the cover sheet shall reference the RFQ 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 RFQ 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 RFQ 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 RFQ 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 RFQ or project, or who had any influence on decisions affecting the RFQ or project.

J. STATE PROPERTY

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

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

K. SITE RULES AND REGULATIONS

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

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

L. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFQ 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.

M. 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.

N. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFQ 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.

O. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFQ 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 RFQ 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 at the frequency provided in the Work Order. Invoices must be sent directly to the division in which the services are performed and must include, but not limited to, the following: copy of the executed Work Order Agreement; itemization of the actual charges; and the amount due. 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.

If a Scope of Work is terminated early, Contractor shall submit a final invoice to the State with thirty (30) days of termination. In addition to the invoice requirements described in the preceding paragraph, post-termination invoices shall include a list of all completed and partial work, as well as a narrative of how each of the invoiced items of completed and partial work contributes to the overall objectives of the iServe project. The State may reduce or reject payment for any work that does not contribute to the overall objectives of the iServe project.

D. INSPECTION AND APPROVAL

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

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

E. PAYMENT

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

The State's obligation to pay amounts due on the Contract for a fiscal year 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 RFQ 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. WORK ORDER BIDDING PROCESS

This section provides information on how DHHS will solicit bids from Contractors who have been accepted into the RFQ pool.

A. BID SUBMISSION

1. DHHS will notify all contractors in the pool, via email, of Work Orders for which it is soliciting quotes. Example Work Order and Cost templates are included in Appendices C-F of this RFQ.
2. Contractors may submit a proposal for each Work Order within the timeframe specified on the Work Order. Work Order proposals should include responses to all required components as stated in the Work Order, including a cost sheet. Work Order proposals that do not include all required components may be rejected by DHHS as non-responsive.

B. BID EVALUATION

1. DHHS reserves the right to evaluate each Work Order using one of the following methods:
 - a. Cost only;
 - b. Cost and Technical proposal; or
 - c. Cost, Technical proposal, and Oral Demonstration

Determination of the method for evaluation will be made before notifying contractors of the Work Order.

2. A Work Order Evaluation Committee will convene and evaluate all submitted proposals based on the criteria set forth in the Work Order.
3. A Contractor may correct a mistake in a Work Order proposal prior to the time of opening by giving written notice to DHHS 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.
4. Work Order proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will not be opened or evaluated. DHHS is not responsible for proposals that are late or lost regardless of cause or fault.

C. ORAL DEMONSTRATIONS

1. DHHS may determine, after the completion of the proposal evaluation, that oral interviews/presentations or demonstrations are required, or both. Every bidder may not be given an opportunity to interview/present or give demonstrations; DHHS reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. The presentation process will allow the bidders to demonstrate their proposal offering, explaining 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 DHHS 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.
2. Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by DHHS.
3. Once the oral interviews/presentations or demonstrations have been completed, the DHHS will determine to whom each Work Order will be awarded. DHHS reserves the right to make an award without any further discussion with the bidders regarding the proposals received.
4. Grievance and protest procedure is available on the Internet at:

<http://dhhs.ne.gov/Documents/DHHS%20Grievance%20Protest%20Procedures%20for%20Vendors%2020180320.pdf#search=protest>

Any protests of a request for quote must be filed by a bidder within ten (10) business days after the winning bidder decision is posted to the Internet.

D. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by DHHS and submitted by the Contractor, DHHS will evaluate (using the stated BAFO criteria), score, and rank the Work Order. DHHS reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring Contractor. However, a Contractor should provide its best offer in its original proposal. Contractors should not expect that DHHS will request a best and final offer.

E. WORK ORDER AGREEMENT

1. Before any services may commence or payments are made under this RFQ, DHHS and awarded Contractor must execute a Work Order agreement ("Agreement"). Said Agreement must contain, at a minimum, the Work Order, Contractor's response, and cost.
2. All Agreements are subject to the terms of this RFQ. If there exists any conflict between an Agreement's terms and the terms of this RFQ, this RFQ shall govern.
3. An exception may be made to section V.E.2 if the Agreement must be reviewed by the Centers for Medicare and Medicaid Services (CMS). In such case, the Agreement must explicitly state that it is subject to CMS review and any revisions required by CMS will govern over the RFQ.

F. WORK ORDER TERMINATION

1. An Agreement may be terminated by DHHS for any reason upon submission of written notice to the Contractor a minimum of ten (10) calendar days before the effective date of termination. DHHS may also terminate the Agreement to the extent otherwise provided herein.
2. An Agreement may be terminated at any time upon mutual written consent.

G. CHANGE MANAGEMENT

This RFQ is for services that are fluid in nature. As such, there will be natural project dynamics built into the process as well as outside change management that will need to be addressed.

1. Change Control Process

For each awarded Agreement, the parties will follow this Change Control process. Change control is the formal process for identifying changes that arise in the natural flow of the project and determining the disposition of the requested change or correction. The Change Control Process will span the entire life cycle of the Agreement and incorporate a formal change request process, including formal DHHS review and approval. The Change Control Process includes the terms set forth in Section II.E Change Orders.

Prior to the commencement of any invoiceable work, each Change Control Request must be complete:

- a. Provide a clear description of what is included;
- b. Provide a clear description of the need of the Change Control Request;
- c. Delineate impacts to the project's schedule;
- d. Require successful completion of testing before the implementation stages;
- e. Incorporate multiple levels of priority (e.g., critical, must-have, desired, etc.); and,
- f. Support the Change Control Process by estimating impacts, investigating solutions, identifying alternatives, inputting appropriate information into the project tracking tools, participating in the decision-making process, and implementing the agreed-upon solution.

2. Change Control Tracking System

The Contractor must provide a change control tracking system that provides the following minimum requirements:

- a. The means to control and monitor change requests;
- b. A process for reporting the status of all change requests;
- c. The ability for DHHS to set and change priorities on individual change requests;
- d. A method for DHHS to determine the estimated and actual hours allocated to each change request and the personnel assigned to each request; and
- e. A method to schedule a completion date provided by DHHS for each change request.

H. WORK ORDER OPTIONAL SERVICES

Changes or additions to a Work Order beyond the Work Order's scope are not permitted unless required to ensure compliance with any applicable law, or unless, in DHHS's sole determination, such changes or modifications are essential to ensure maximum use of other resources consistent with the purposes of the Work Order. If additional work is needed, the Contractor must submit a detailed Scope of Work, Title/Role(s), number of hours, and due dates/deliverables for DHHS review and approval.

VI. SCOPE OF WORK

A. GENERAL INFORMATION

The State of Nebraska Department of Health and Human Services (DHHS) is the State's lead agency in helping people live better lives. DHHS is responsible for administering numerous programs and services throughout Nebraska, including Medicaid and Long-Term Care, Developmental Disabilities, Public Health, Behavioral Health and Children and Family Services.

DHHS has embarked on the iServe Nebraska Program initiative to improve access, outcomes, cost, accountability and quality of DHHS services through an integrated, consumer-centric model of practice, across all programs. DHHS intends iServe Nebraska to be adaptive and incremental, enabling the state to move from a siloed and program-based business model, to an integrated service delivery model that is family and person-centered, focused on improving the overall health and well-being of all family members. DHHS aims to ensure that Nebraskans have the resources needed to become self-sufficient and high contributing members of their communities.

This transformation will be enabled by the implementation of the "iServe Nebraska Platform" – an information and technology platform initially supporting Integrated Benefits Eligibility and Enrollment Management (IBEEM) functionality. The "iServe Nebraska Portal" is to be a foundational technology component of the iServe Nebraska Platform.

With this RFQ, the State seeks to procure the technology and key subject matter expertise needed to implement iServe Nebraska Portal minimum viable product (MVP) capabilities by April 2022. Specifically, the iServe Nebraska Portal MVP will support the submission of an integrated eligibility application for DHHS' Medicaid and Economic Assistance programs. DHHS seeks vendors who will use the SAFe (Scaled Agile Framework) Methodology to design, incrementally build and deliver components of the iServe Nebraska Platform, including the iServe Nebraska Portal MVP.

1. ISERVE NEBRASKA PORTAL MINIMUM VIABLE PRODUCT (MVP) SCOPE

DHHS requests responses from vendors that are able to deliver the iServe Nebraska Portal Minimum Viable Product (MVP). DHHS has defined the iServe Nebraska Portal MVP as the minimum set of features and capabilities that will:

- a. Support integrated eligibility applications;
- b. Provide ability for clients to manage account and view status;
- c. Provide ability for clients to upload documents; and
- d. Provide ability for clients to communicate with DHHS

Functionality should include, but not be limited to, support for Medicaid, TANF, SNAP and LIHEAP eligibility applications. As noted in Section VI.A.2, "INTEGRATED BENEFITS ELIGIBILITY & ENROLLMENT MANAGEMENT (IBEEM) SCOPE," the iServe Nebraska Portal MVP scope includes only a subset of the IBEEM functional capabilities that will eventually be required by DHHS. As such, the iServe Nebraska Portal MVP will need to be scalable and extendable to support this broader set of business capabilities.

A full definition of iServe Nebraska MVP scope is provided in Appendix H, "iServe Nebraska Portal Requirements." This includes business process analysis and the functional and non-functional requirements that will be needed for iServe Nebraska Portal MVP. Appendix H also includes an initial analysis of the stakeholders who will access and use the iServe Nebraska Portal stakeholder. DHHS is providing this stakeholder analysis, with the expectation that vendors will build on this analysis with formal user research to better understand the usability and user experience needs of these stakeholder groups.

An overview of the pertinent, current DHHS benefits eligibility and enrollment systems and technical environment is provided in Appendix A, "Current Environment Overview."

A full description of the target enterprise architecture and solution architecture for the iServe NE Portal, and the prerequisites for the technical architecture and modernization of the involved applications is provided in Appendix B, "Target Solution Architecture."

2. INTEGRATED BENEFITS ELIGIBILITY & ENROLLMENT MANAGEMENT (IBEEM) SCOPE

This iServe Nebraska Portal MVP procurement is to be the first stage in the procurement and implementation of iServe Nebraska Platform information and technology capabilities to support Integrated Benefits Eligibility and Enrollment Management (IBEEM). When complete, IBEEM will provide information and technology

supports for business capabilities related to integrated eligibility application and determination, enrollment and benefits management, including, but not limited to:

- a. Application for benefits;
- b. Eligibility determination;
- c. Client enrollment;
- d. Client benefits issuance; and
- e. Client benefits management

Appendix H, "iServe Nebraska Portal Requirements," provides a description of expected business capabilities that the iServe Portal and Platform will need to support IBEEM. However, this appendix only includes complete business process analysis, as well as functional and non-functional requirements for iServe Nebraska Portal MVP. It does not include business process analysis, or functional and non-functional requirements that will be required to support IBEEM. Though the capabilities to support full IBEEM functionality extend beyond the anticipated scope of this RFQ, they are mentioned here for context and possible future IBEEM functionality. The execution of the full IBEEM platform and services procurement and vendor selection is expected to extend through September 2021.

B. SERVICES

1. IN SCOPE SERVICES

DHHS seeks a pool of vendors to implement the iServe Nebraska Portal and requests responses from bidders that have sufficient expertise and experience to provide one or more of the following services and related activities:

- a. SERVICE 1: User Research and Human-Centered Design – Activities associated with researching, analyzing and documenting the variety of users and expectations for easy to use and navigate functionality, to achieve specific end-user objectives and experiences.

Service 1 in-scope services are provided in detail in Section VI.B.3.a. "SERVICE 1: USER RESEARCH AND HUMAN-CENTERED DESIGN."

- b. SERVICE 2: Agile Application Development Services (AADS) — Activities associated with the realization of new application functionality, as defined through user capabilities, features and stories, to realize Product/Solution Increments (PSIs) and MVPs using Scaled Agile Framework (SAFe) methodology.

Service 2 in-scope services are provided in detail in Section VI.B.3.b. "SERVICE 2: AGILE APPLICATION DEVELOPMENT SERVICES."

- c. SERVICE 3: Agile Application Warranty Services — Activities associated with repairing errors/defects identified in production during the warranty period, for vendor-developed functionality delivered through AADS.

Service 3 in-scope services are provided in detail in Section VI.B.3.c. "SERVICE 3: AGILE APPLICATION WARRANTY SERVICES."

- d. SERVICE 4: Platform Development and Architecture Runway – Activities associated with defining, configuring and deploying key iServe Platform technology components in the cloud and on-premise, and ensuring secure and high performance processing across the two environments, including incrementally enabling the architecture runway and maintaining the product/solution intent and repository (as per SAFe methodology).

Service 4 in-scope services are provided in detail in Section VI.B.3.d. "SERVICE 4: PLATFORM DEVELOPMENT AND ARCHITECTURE RUNWAY."

- e. SERVICE 5: DevOps and Continuous Integration / Continuous Deployment Services (CI/CD) – Activities associated with tooling, automating and enabling continuous unit, system and integration testing for software development operations, as well as supporting frequent releases into the production environment.

Service 5 in-scope services are provided in detail in Section VI.B.3.e. "SERVICE 5: DEVOPS, CONTINUOUS INTEGRATION AND CONTINUOUS DEPLOYMENT SERVICES."

- f. SERVICE 6: Legacy Modernization and Modularization Services – Activities associated with creating different granularity (i.e., macro, mini, and micro-services) modules and services whose functions are exposed via an application programming interface (API) using the existing functionality available from COBOL code generated by COOL:Gen, AION Expert Engine and COBOL batch processes.

Service 6 in-scope services are provided in detail in Section VI.B.3.f. “SERVICE 6: LEGACY MODERNIZATION AND MODULARIZATION SERVICES.”

- g. Appendix G: Service Level Requirements – DHHS requirements around the performance expectations for service 2, 3, 4, and 6 are defined in Appendix G. DHHS requires each of the qualified vendors to meet these service level objectives / targets when performing development related services.

2. OUT OF SCOPE SERVICES

The following services and related activities are out of scope of this RFQ because existing State staff or contractors currently perform these duties:

- a. Help Desk Services — Activities required to perform Level 0 and 1 user support, related to direct resolution of end-user questions and calls, call dispatch, tracking and tracing, call escalation and self-help. Level 0 support activities are performed by key users for in-scope applications.
- b. Desktop Services — Activities required to provide, maintain, secure and support the user hardware and software workplace environments (desktop, laptop, mobile device) to access, deploy and apply the in-scope applications.
- c. Application Maintenance and Support Services — Activities associated with responding to incidents, repairing defects, and analyzing, designing, developing, implementing and maintaining minor functional and/or technical enhancements, and/or initiating and applying refactoring to applications in production to improve the performance and/or stability of an application.
- d. Application Operations Services — Activities required to perform application monitoring and operational service activities as formalized in runbooks, inclusive job scheduling and execution, backup and restore of the in-scope applications.
- e. Application Middleware and Database Administration Services — Activities required for providing, maintaining, securing, scheduling, backing up, recovering and supporting inbound and outbound application interfaces (electronic data extraction and translation and load), Web services and databases.
- f. Data Center Services — Activities required for providing, maintaining, securing, scheduling, backing up, recovering and supporting the NE DHHS's computing environments.
- g. Network Services — Activities required for providing, maintaining, securing and supporting the wide-area network (WAN) connectivity for NE DHHS, all NE DHHS locations' local-area network (LAN) connectivity and NE DHHS's IP telephony connectivity, including all connectivity hardware and software.
- h. Professional Services — Activities required for providing business and/or IT consultancy, investigation, application evaluation and selection, and rollout preparation of applications.

The following sections provide a description of each of the six service domains and related activities to be provided by the final list of approved vendors prequalified to work with the state.

3. SERVICE DESCRIPTIONS

a. SERVICE 1: USER RESEARCH AND HUMAN-CENTERED DESIGN

One of DHHS's primary goals for the iServe Nebraska Portal is to meet the user experience and usability needs of the many types of stakeholders who will access it. Specifically, DHHS serves a diverse client population, including many with limited experience using technology, constrained access to computing devices, physical and cognitive/intellectual disabilities, as well as those for whom English is a second language. Additionally, given the complex nature of the Federal and State health and human services programs that DHHS administers, DHHS requires a vendor that is able to design, develop and implement an iServe Nebraska Portal that is easy to use and easy to understand.

As such, DHHS seeks a vendor experienced with:

- iv. Qualitative and quantitative user research methods, to determine end user's goals, needs and behaviors, including:
 - a) Identification of the various types of users who will access the system;

- b) Spending time with current and prospective users of the service, through structured interviews and direct observation; and documenting findings about user goals, needs, behaviors, and preferences;
 - c) Defining users' journeys, to understand goals and needs of users accessing systems and pain points;
 - d) Defining metrics and methods for assessing utility (ability to complete tasks); and, usability (learnability, efficiency, memorability, satisfaction)
- v. Application of human-centered design principles, such as those defined in ISO 9241-210, also including:
- a) Use of design pattern libraries, and other common UI elements used frequently across the solution. For example, U.S. Web Design Systems (USWDS) <https://designsystem.digital.gov/>
 - b) Application of adaptive design principles, ensuring a consistent user experience regardless of end user device (e.g., mobile phone, tablet, desktop/laptop)
 - c) Testing of wireframes, mock-ups or other prototype methods with real end users, in the field if possible
 - d) Inclusion of end user involvement during solution development and testing, to ensure it meets end user needs

Importantly, DHHS serves many clients with visual, auditory, motor and cognitive disabilities. DHHS seeks vendors experienced with designing and implementing solutions that are accessible to such user groups. Additionally, the iServe Nebraska Portal will need to support end users for whom English is not their first language.

b. SERVICE 2: AGILE APPLICATION DEVELOPMENT SERVICES (AADS)

DHHS requires one or more qualified vendors to provide Agile Application Development Services (AADS) addressing the following agile planning and development areas:

- i. Product/Solution Vision (PSV) Definition and Planning Activities
- ii. Product/Solution Increment (PSI) Definition Activities
- iii. Sprint Planning Activities
- iv. Sprint Execution Activities
- v. User Acceptance Testing (UAT) Execution Activities
- vi. Progress Tracking Activities
- vii. PSI or MVP Release to Production Activities
- viii. PSI or MVP Training/Knowledge Transfer Activities
- ix. Modularization/Refactoring — Modular Software Architecture and Preventive and Perfective Improvement Execution Activities
- x. Application Change Tracking

DHHS seeks vendors to collaborate and adopt an agreed upon framework and ownership for Agile development activities described in the following sections

i. Product/Solution Vision (PSV) Definition and Planning Activities

PSV Definition & Planning
<ul style="list-style-type: none"> ▪ Formalize business context per product/solution <ul style="list-style-type: none"> – Set program boundaries – Involve product/solution stakeholders – Involve enterprise architecture discipline
<ul style="list-style-type: none"> ▪ Create and maintain PSV <ul style="list-style-type: none"> – Set program objectives – Create initial product/solution requirements document (PRD)
<ul style="list-style-type: none"> ▪ Present PSV
<ul style="list-style-type: none"> ▪ Create and maintain architecture vision for the PSV
<ul style="list-style-type: none"> ▪ Present architecture vision
<ul style="list-style-type: none"> ▪ Review and agree on architecture vision

PSV Definition & Planning
<ul style="list-style-type: none"> ▪ Create and maintain development architecture for the PSV
<ul style="list-style-type: none"> ▪ Provide development, test and acceptance environment for the PSV realization, based on architecture vision and development architecture
<ul style="list-style-type: none"> ▪ Allocate and verify teams and team member allocation for the realization of the PSV

ii. Product/Solution Increment (PSI) Definition Activities

PSI Definition
<ul style="list-style-type: none"> ▪ Define PSI. <ul style="list-style-type: none"> – Set PSI objectives in as much as possible specific, measurable, agreed, realistic, time-bound (SMART) terms. – Update PRD.
<ul style="list-style-type: none"> ▪ Produce user stories — DHHS responsible for: <ul style="list-style-type: none"> – Developing templates and tools – Determine "definition of done" per story
<ul style="list-style-type: none"> ▪ Produce user stories — Vendor responsible for: <ul style="list-style-type: none"> – Use of DHHS templates and tools
<ul style="list-style-type: none"> ▪ Set sprint boundaries in terms of time x teams, or user stories.
<ul style="list-style-type: none"> ▪ Allocate business value to user stories.
<ul style="list-style-type: none"> ▪ Estimate required number of sprints to meet PSI.
<ul style="list-style-type: none"> ▪ Prioritize user stories per sprint.
<ul style="list-style-type: none"> ▪ Set up and maintain project backlog.
<ul style="list-style-type: none"> ▪ Determine team objectives per sprint (team effort). <ul style="list-style-type: none"> – Take into account the necessity to verify and validate team output at minimum at unit, system and integration levels. – Objectives will reflect features and dependencies in user stories. – Align objectives with "definition of done" per user story.
<ul style="list-style-type: none"> ▪ Define test plan per sprint.
<ul style="list-style-type: none"> ▪ Update PRD.

iii. Sprint Planning Activities

Sprint Planning – Per Sprint, Potentially Multiple Sprints per PSI
<ul style="list-style-type: none"> ▪ Determine main focus of sprint: <ul style="list-style-type: none"> – New iteration – Functional debt reduction – Technical debt reduction – Warranty — handle issues identified in production – Integration and PSI delivery
<ul style="list-style-type: none"> ▪ Formalize delivery plan per sprint (DHHS and vendor team effort): <ul style="list-style-type: none"> – All teams present objectives and associated risk and dependencies. – Teams discuss objectives, risks and dependencies. – Teams agree on final objectives. – Teams agree on risk classification: (a) resolved or mitigated; (b) owned by a Team; (c) accepted as is

Sprint Planning – Per Sprint, Potentially Multiple Sprints per PSI

- Finalize test plan and test process per sprint.
 - Use automation where possible.
- Represent objectives — including dependencies — on sprint dashboard.
- Prepare milestones, deliverables and acceptance criteria per sprint.
- Review and approve milestones, deliverables and acceptance criteria per sprint.
- Update PRD.

iv. Sprint Execution Activities

Sprint Execution – New Iteration

- Manage objectives across teams — DHHS roles:
 - Program manager (PSV focus)
 - Test manager (optional)
- Manage objectives across teams — Vendor roles:
 - Project manager / Scrum master (PSI focus)
 - Technical architect (architecture vision focus)
- Deliver objectives per team — DHHS roles:
 - Product owner
 - Business analyst
- Deliver objectives per team — Vendor roles:
 - Scrum master
 - UX designers
 - Developers
 - Testers
 - DevOps Engineers
 - Solution architect
- Deliver objectives per team — Operations roles:
 - User acceptance testers
 - Application maintenance lead(s) for respective application(s)
- Validate and verify realized objectives
 - Ensure objectives meet "definition of done"
- Release sprint for user acceptance testing (UAT)
 - Release sprint deliverables to acceptance environment
- Update backlog
 - Realized objectives
 - Impact on next sprints
 - Include defects and requirement changes identified in UAT
- Update PRD

v. User Acceptance Testing (UAT) Execution Activities

UAT Execution

- Manage UAT — DHHS roles:
 - Test manager (optional)

UAT Execution
<ul style="list-style-type: none"> ▪ Execute UAT — DHHS roles: <ul style="list-style-type: none"> – Solution recipients — focus on "fit for purpose"
<ul style="list-style-type: none"> ▪ Report UAT findings <ul style="list-style-type: none"> – Defects identified – Requirement changes identified
<ul style="list-style-type: none"> ▪ Update backlog <ul style="list-style-type: none"> – Prioritize defects — include within next two sprints – Add requirement changes to backlog
<ul style="list-style-type: none"> ▪ Update PRD

vi. Progress Tracking Activities

Progress Tracking
<ul style="list-style-type: none"> ▪ Create project dashboard including the following components: <ul style="list-style-type: none"> – Task Kanban – Backlog burn-down chart – Iteration burn-down chart
<ul style="list-style-type: none"> ▪ Daily update of the task Kanban: <ul style="list-style-type: none"> – At beginning of the work day – Move tasks from "not done" to "doing" or "done"
<ul style="list-style-type: none"> ▪ Daily update of the backlog burn-down chart
<ul style="list-style-type: none"> ▪ Daily update of the iteration burn-down chart

vii. PSI or MVP Release to Production Activities

PSI/MVP Release
<ul style="list-style-type: none"> ▪ Manage PSI/MVP release process — Vendor role <ul style="list-style-type: none"> – Project manager (PSI delivery focus)
<ul style="list-style-type: none"> ▪ Manage PSI/MVP release impact on existing production landscape — Operations role <ul style="list-style-type: none"> – Operations release manager (application maintenance production focus)
<ul style="list-style-type: none"> ▪ Perform pre-production verification and validation of the PSI/MVP <ul style="list-style-type: none"> – Use production data
<ul style="list-style-type: none"> ▪ Prepare transport to production <ul style="list-style-type: none"> – Prepare production environment – Include fallback scenario
<ul style="list-style-type: none"> ▪ Transport to production <ul style="list-style-type: none"> – Move PSI/MVP release to production environment
<ul style="list-style-type: none"> ▪ Deploy PSI/MVP release in production
<ul style="list-style-type: none"> ▪ Verify and validate release in production <ul style="list-style-type: none"> – Deploy fallback in case of failure – Update configuration management database (CMDB)
<ul style="list-style-type: none"> ▪ Accept PSI/MVP release

viii. PSI or MVP Training/Knowledge Transfer Activities

PSI or MVP Training/Knowledge Transfer
<ul style="list-style-type: none"> ▪ Manage training/knowledge transfer — DHHS roles: <ul style="list-style-type: none"> – Program manager (PSV focus)
<ul style="list-style-type: none"> ▪ Manage training/knowledge transfer — Vendor roles: <ul style="list-style-type: none"> – Project manager / scrum master (integration and regression objectives focus) – Technical architect (architecture vision focus)
<ul style="list-style-type: none"> ▪ Determine if end-user training is required
<ul style="list-style-type: none"> ▪ Determine if service desk (first-line) training is required
<ul style="list-style-type: none"> ▪ Determine if application operations (second-line) training is required
<ul style="list-style-type: none"> ▪ Determine if application maintenance (second-line) training is required
<ul style="list-style-type: none"> ▪ Determine what training and material are required
<ul style="list-style-type: none"> ▪ Produce new or update existing end-user material — if required <ul style="list-style-type: none"> – User manuals – Train-the-trainer material — if required
<ul style="list-style-type: none"> ▪ Produce new or update existing first- and second-line material — if required <ul style="list-style-type: none"> – Operation manual – Work instruction – Operating procedures
<ul style="list-style-type: none"> ▪ Perform end-user training

ix. Modularization/Refactoring — Modular Software Architecture and Preventive and Perfective Improvement Execution Activities

Refactoring
<ul style="list-style-type: none"> ▪ Manage modularization and refactoring process
<ul style="list-style-type: none"> ▪ Initiate refactoring or modularization — development driven <ul style="list-style-type: none"> – Modularization / Refactoring Work Order request form to support project – Focus on preventive or perfective maintenance in production application affected by AADS efforts – Nonfunctional
<ul style="list-style-type: none"> ▪ Log refactoring initiative <ul style="list-style-type: none"> – Use DHHS service management platform – Enter refactoring initiative description
<ul style="list-style-type: none"> ▪ Analyze refactoring initiative <ul style="list-style-type: none"> – Complete refactoring initiative form in accordance with Error! Reference source not found.
<ul style="list-style-type: none"> ▪ Produce refactoring plan <ul style="list-style-type: none"> – Maintenance-driven or development-driven – Detailed effort, detailed impact, detailed risk
<ul style="list-style-type: none"> ▪ Accept refactoring plan
<ul style="list-style-type: none"> ▪ Execute refactoring plan
<ul style="list-style-type: none"> ▪ Verify and validate refactoring deliverables against refactoring objectives
<ul style="list-style-type: none"> ▪ Accept refactoring deliverables
<ul style="list-style-type: none"> ▪ Update service management <ul style="list-style-type: none"> – Provide incident resolution description

Refactoring
<ul style="list-style-type: none"> ▪ Update documentation if applicable
<ul style="list-style-type: none"> ▪ Update documentation if applicable <ul style="list-style-type: none"> – Operation manual – Work instruction – Operating procedures
<ul style="list-style-type: none"> ▪ Close refactoring initiative

x. Application Change Tracking

AADS should include application change tracking services for all changes to applications, application components or application frameworks — that result from the application services as defined in this RFQ. These include the following:

- a) Library management — the classification, control and storage of the physical components of an application.
- b) Version control — the maintenance, tracking and auditing of modifications to an application's components over time, facilitating the restoration of an application to prior development stages.
- c) Turnover management — the automated promotion of software changes across different phases of the life cycle (for example, development, unit test, systems test, acceptance test and production), including management of the approval process, production turnover and software migration control.
- d) Documentation — the developing, revising, maintaining, reproducing and distributing of information — in hard copy and electronic form — that enable the support of the developed or programmed solution (for example, system specifications and documentation, end-user documentation, site and system security plans, updates and release notes).

c. SERVICE 3: AGILE APPLICATION WARRANTY SERVICES

This section describes the warranty that a vendor will provide for all the solutions that the vendor moves into production.

Warranty services are delivered at the cost of vendor, hence, issues identified by DHHS during production require the vendor to determine the required effort to address the issue, which will not be charged to DHHS.

Agile application warranty services are the activities associated with repairing errors/defects for Vendor-developed application(s) or enhancements delivered through Agile development services.

The vendor understands and accepts that every PSI or MVP is implemented with a warranty period. The warranty period is when the PSI or MVP is accepted by the DHHS, and shall be measured from the date the PSI or MVP was moved into production.

There are two Agile application warranty periods:

- i. PSI warranty period: Any defects or errors identified after a PSI has been released into production until the next PSI or MVP release
- ii. MVP warranty period: Any defects or errors identified after an MVP has been released into production (a) until the next MVP release, or (b) within 30 (thirty) days of an MVP being placed into the applicable production environment, whatever the shortest period

The vendor will perform any activities necessary to repair errors/defects during the warranty period, at no charge to DHHS, provided that:

- i. The error or defect encountered occurs within the respective PSI warranty period or MVP warranty period.
- ii. The root cause analysis indicates the defect or error was introduced by features, artifacts, code or configuration released into production by vendor.
- iii. Any defects or errors identified will be added to the most current PSI sprint backlog and prioritized to be addressed in defined warranty sprints.

- iv. Vendor will prioritize warranty sprints and ensure warranty sprints are scheduled immediately after the most current sprint.
- v. Vendor will ensure warranty sprints are executed by the team or teams that delivered the erroneous features or artifacts — the defects or errors.
- vi. Vendor will report warranty sprints separately and ensure warranty sprints are delivered at zero cost to DHHS.
- vii. DHHS can, at its sole discretion, decide to accept or reject the provided correction. In case of rejection, DHHS will notify the vendor within five (5) business days with the reasons for rejection and the expected activities and deliverables to realize acceptance.
- viii. The vendor will update all appropriate documentation.

d. SERVICE 4: PLATFORM DEVELOPMENT AND ARCHITECTURE RUNWAY

As in activities described in “SERVICE 2: AGILE APPLICATION DEVELOPMENT SERVICES” DHHS requires one or more qualified vendors to provide Platform and Architecture Runway Deployment Services addressing the following agile planning, configuration and deployment areas:

- i. Product/solution core platform definition and planning
- ii. Platform initiation definition
- iii. Sprint planning — per sprint, potentially multiple sprints per PSI
- iv. Sprint execution — per sprint
- v. User acceptance testing execution
- vi. Progress tracking
- vii. PSI release to production
- viii. PSI training and knowledge transfer
- ix. Refactoring
- x. Change tracking

The key platform components include:

- i. Multi-experience development platform
- ii. Microsoft Active Directory B2B
- iii. Leverage of existing API Integration and ecosystem

Expected activities associated with each Agile platform development include the same activities listed in “SERVICE 2: AGILE APPLICATION DEVELOPMENT SERVICES” but performed by a separate dedicated team to the platform and technology components required.

e. SERVICE 5: DEVOPS, CONTINUOUS INTEGRATION AND CONTINUOUS DEPLOYMENT (CI/CD) SERVICES

DHHS seeks vendors that will:

- i. Provide business-driven approaches for delivering the iServe Nebraska Portal, using Agile methods, collaboration and automation.
- ii. Make use of flexible application architectures that enable incremental development, testing and release of functionality in isolation.
- iii. Automate application build, deployments, infrastructure provisioning & configuration and testing where possible.
- iv. Embrace continuous improvement by setting intermediate goals, measuring each change, inspecting results and taking corrective action.

f. SERVICE 6: LEGACY MODERNIZATION AND MODULARIZATION SERVICES

To support iServe Nebraska Portal efforts, the vendor is expected to address a number of technology areas that place DHHS at risk or reduce its effectiveness and capabilities. These areas are expected to be addressed over time through prioritization of high value, new business capabilities as defined by business sponsors and iServe Product/Solution Manager.

N-FOCUS areas of weakness that are expected to be addressed, starting with iServe Nebraska Portal and continuing through the IBEEEM efforts include:

- i. Automatic flow of integrated eligibility application and benefits data into the N-FOCUS eligibility determination process supported by AION.
- ii. Enablement of access to benefit screening and application functionality via mobile devices for citizens and/or state workers. This will be a strategic foundation for worker effectiveness and citizen self-service.

- iii. Adoption of business process / workflow automation by initiating process automation using one essential process, for example, enabling the new consumer portal to initiate a process to deliver content to process server, capture content image, store data and deliver the form to the appropriate person/group for additional processing.
- iv. Adoption of mini and microservices, API ecosystem to enhance modularity and intra-agency data exchanges.
- v. Data quality needs defined and fixed.
- vi. Access to core client and case data for reporting.
- vii. Replacement of business rules engine and platform.
- viii. Entire Customer Information Control System (CICS)/client server code base of CA-GEN. Target will be MS Azure Power Apps, Logic Apps, and Dynamics 365. Custom software development approaches may also be considered if the complexity of the solution exceeds the capabilities of these platforms.

At the end of these efforts the N-FOCUS application will be a mobile and web enabled, modular application that can be supported over the long term. DHHS will have reduced dependence on the mainframe platform and will be ready for the future with an open, secure and cost-effective public cloud architecture. DHHS will have also reduced the risks related to the CA-Gen code base and CA-AION rules engine. Additionally, DHHS will be positioned to build upon a solid solution architecture to continue its strategic evolution.

These solutions should be refactored and modernized so that interaction is supported via loosely coupled modules and interfaces supported through a hybrid integration layer using an API gateway and a robust enterprise service bus (ESB) to other core DHHS applications and a master person index (MPI). The modernized solution will also support other state, federal, public, and private sector interface requirements and will support the continual migration of those interfaces, which can, go from batch to real time. A real-time interface requires work at both ends of the interface.

VII. HIPAA COMPLIANCE - BUSINESS ASSOCIATE AGREEMENT PROVISIONS

If the Contractor is receiving or has access to Protected Health Information as part of this contract, the following provisions apply:

- A. BUSINESS ASSOCIATE. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and in reference to the party in this contract, shall mean Contractor.
- B. COVERED ENTITY. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this contract, shall mean DHHS.
- C. HIPAA RULES. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- D. OTHER TERMS. The following terms shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- E. THE CONTRACTOR shall do the following:
 1. Not use or disclose Protected Health Information other than as permitted or required by this contract or as required by law. Contractor may use Protected Health Information for the purposes of managing its internal business processes relating to its functions and performance under this contract. Use or disclosure must be consistent with DHHS' minimum necessary policies and procedures.
 2. Implement and maintain appropriate administrative, physical, and technical safeguards to prevent access to and the unauthorized use and disclosure of Protected Health Information. Comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for in this contract and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.
 3. To the extent Contractor is to carry out one or more of the DHHS' obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DHHS in the performance of such obligations. Contractor may not use or disclosure Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by DHHS.
 4. In accordance with 45 CFR §§ 164.502(E)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit Protected Health Information received from DHHS, or created by or received from the Contractor on behalf of DHHS, agree in writing to the same restrictions, conditions, and requirements relating to the confidentiality, care, custody, and minimum use of Protected Health Information that apply to the Contractor with respect to such information.
 5. Obtain reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.
 6. Within fifteen (15) days:
 - a. Make available Protected Health Information to DHHS as necessary to satisfy DHHS' obligations under 45 CFR § 164.524;
 - b. Make any amendment(s) to Protected Health Information as directed or agreed to by DHHS pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy DHHS' obligations under 45 CFR § 164.526;
 - c. Maintain and make available the information required to provide an accounting of disclosures to DHHS as necessary to satisfy DHHS' obligations under 45 CFR § 164.528.
 7. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by the Contractor on behalf of the DHHS available to the Secretary for purposes of determining compliance with the HIPAA rules. Contractor shall provide DHHS with copies of the information it has made available to the Secretary.
 8. Report to DHHS within fifteen (15) days, any unauthorized use or disclosure of Protected Health Information made in violation of this contract, or the HIPAA rules, including any security incident that may put electronic Protected Health Information at risk. Contractor shall, as instructed by DHHS, take immediate steps to mitigate any harmful effect of such unauthorized disclosure of Protected Health Information pursuant to the conditions of this contract through the preparation and completion of a written Corrective Action Plan subject to the review and approval by DHHS. The Contractor shall report any breach to the individuals affected and to the Secretary as required by the HIPAA rules.

F. TERMINATION.

1. DHHS may immediately terminate this contract and any and all associated Contracts if DHHS determines that the Contractor has violated a material term of this contract.
2. Within thirty (30) days of expiration or termination of this contract, or as agreed, unless Contractor requests and DHHS authorizes a longer period of time, Contractor shall return or at the written direction of DHHS destroy all Protected Health Information received from DHHS (or created or received by Contractor on behalf of DHHS) that Contractor still maintains in any form and retain no copies of such Protected Health Information. Contractor shall provide a written certification to DHHS that all such Protected Health Information has been returned or destroyed (if so instructed), whichever is deemed appropriate. If such return or destruction is determined by the DHHS be infeasible, Contractor shall use such Protected Health Information only for purposes that makes such return or destruction infeasible and the provisions of this contract shall survive with respect to such Protected Health Information.
3. The obligations of the Contractor under the Termination Section shall survive the termination of this contract.

VIII. APPENDICES

This RFQ incorporates each of the following Appendices:

Appendix	Name	Description
Appendix A	Current Environment Overview	Overview of the pertinent, current DHHS benefits eligibility and enrollment systems and technical environment.
Appendix B	Target Solution Architecture	The characteristics of the target enterprise and solution architecture for iServe Nebraska Portal and the prerequisites for the technical architecture and modernization of the involved applications.
Appendix C	Product/Solution Planning Work Order Request Template	The Product/Solution Planning (PSP) Work Order request form that will be used by the DHHS to initiate the Agile application development and planning services to start an Agile application development program to realize a product/solution for DHHS.
Appendix D	PSI or Sprint Work Order Request Template	The Product/Solution Increment (PSI) or Sprint Work Order request form that will be used by DHHS to initiate Agile application or platform development and deployment services, and to execute an Agile development program increment in order to realize a product/solution or platform capability or set of use features and stories.
Appendix E	Modularization Refactoring Work Order Request Template	The Modularization / Refactoring Work Order request form that will be used by the DHHS to initiate rearchitecting of a legacy functional component into a discrete service or set of services accessible via application programming interfaces, and/or refactoring certain legacy functional components for preventive and perfective maintenance.
Appendix F	Work Order Cost Template	The vendor's proposed effort and cost estimate to complete a Work Order request.
Appendix G	Service Level Requirements	Summary of DHHS's Service Level Requirements and related objectives to be met by the vendors, for: <ul style="list-style-type: none"> • Agile application or platform development and deployment services • Legacy modernization services
Appendix H	iServe Nebraska Portal Requirements Report	Includes background, business process analysis (workflows and use cases) for iServe Nebraska Portal in-scope business processes. Includes functional requirements (features and capabilities) as well as non-functional requirements for the iServe Nebraska Portal MVP. This information is provided as background and context for the development work that will be prioritized and executed as a result of work orders issued by the state.

Appendix I	Questions for RFQ Respondents	Respondents are required to respond to the questions in this appendix.
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**Form A
Bidder Contact Sheet
Request for Qualification Number 106928 O3**

Form A should be completed and submitted with each response to this RFQ. 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 QUALIFICATION FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Qualification for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Qualification, 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 RFQ.

_____ 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.

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