State of Nebraska (State Purchasing Bureau)

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

RETURN TO:
State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Phone: 402-471-2401
Fax: 402-471-2089

CONTRACT NUMBER	RELEASE DATE
SCA-0266	
OPENING DATE AND TIME	PROCUREMENT CONTACT
2:00 p.m. Central Time	**Mary Lanning**

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

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

One (1) Original and 5 copies of the entire proposal should be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE FOLLOWING REQUIREMENTS TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Proposals must be received in State Purchasing by the date and time of proposal opening indicated above. **NO late proposals will be accepted. NO fax proposals will be accepted.**
2. Proposals must meet all specifications of the RFP and terms and conditions of this form.
3. This form *"REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES"* **MUST** be manually signed, in ink, and returned by the proposal opening date and time along with your proposal and any other requirements as specified in the RFP in order to be considered for an award.

CONTRACTOR MUST COMPLETE THE FOLLOWING

By signing this Request For Proposal For Contractual Services form, the Contractor guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Standard Conditions and Terms of Contractual Services and Leasing Solicitation and Offer and certifies that they maintain a drug free work place environment.

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

STATE OF NEBRASKA
Lincoln, Nebraska

STANDARD CONDITIONS AND TERMS OF CONTRACTUAL SERVICES AND LEASING SOLICITATION AND OFFER

SCOPE: These standard conditions and terms of Request for Proposal and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

EXECUTION: Proposals must be signed in ink by the contractor on the State of Nebraska's Request for Proposal form. All proposals must be typewritten or in ink and include the signed State of Nebraska's Request for Proposal form. Erasures and alterations must be initialed by the contractor in ink. No telephone, facsimile or voice proposals will be accepted. Failure to comply with these provisions may result in the rejection of the proposal.

PAYMENT: Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act (Neb. Rev. Stat. §81-2401 through 81-2408). The State may request that payment be made electronically instead of by State warrant.

COLLUSIVE BIDDING: The contractor's signature on the State of Nebraska's Request for Proposal form is a guarantee that the prices quoted have been arrived at without collusion with other eligible contractors and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

SPECIFICATIONS: Contractors should submit a proposal in accordance with the Terms and Conditions of the Request for Proposal.

ALTERNATE PROPOSALS: The State, at its sole discretion, may entertain alternative proposals, or proposals which deviate from the Request for Proposal requirements, provided the contractor also submits a proposal for the work described herein.

PROPOSAL OPENING: Openings shall be public on the date and time specified in the Request for Proposal. It is the bidder's responsibility to assure the proposal is delivered no later than the designated date, time and place of the proposal opening. Telephone and/or fax proposals are not acceptable. A proposal may not be altered after opening of the proposals.

LATE PROPOSALS: Proposals received after the time and date of the proposal opening will be considered late proposals. Proposals will be returned to the contractor unopened. The State is not responsible for late proposals or lost requests due to mail service inadequacies, traffic or other similar reasons.

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

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

PERFORMANCE AND DEFAULT: The State reserves the right to require a performance bond from the successful contractor, as provided by law, without expense to the State. Otherwise, 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.

NONDISCRIMINATION: The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §§48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this proposal.

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

GRIEVANCE & PROTEST PROCEDURE: Grievance and protest procedure is available on the internet at: http://www.das.state.ne.us/materiel/purchasing/rfpmanual/rfpmanual.htm - all protests must be filed by the Contractor within ten (10) calendar days after the intent to award decision is posted to the internet.

TABLE OF CONTENTS

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM i

STANDARD CONDITIONS AND TERMS OF CONTRACTUAL SERVICES AND LEASING SOLICITATION AND OFFER ii

TABLE OF CONTENTS iii

GLOSSARY OF TERMS vi

I. SCOPE OF THE REQUEST FOR PROPOSAL 1

A. SCHEDULE OF EVENTS 1

II. PROCUREMENT PROCEDURES 2

A. PROCURING OFFICE AND CONTACT PERSON 2
B. GENERAL INFORMATION 2
C. COMMUNICATION WITH STATE STAFF 2
D. NOTIFICATION OF INTENT TO BID 3
E. WRITTEN QUESTIONS AND ANSWERS 3
F. PRE-PROPOSAL CONFERENCE 3
G. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS 4
H. SUBMISSION OF PROPOSALS 4
I. PROPOSAL OPENING 5
J. REJECTIONS OF PROPOSALS 5
K. PROPOSAL EVALUATION 5
L. EVALUATION COMMITTEE 5
M. MANDATORY REQUIREMENTS 6
N. EVALUATION/WEIGHTS AND SCORING 6
O. REFERENCE CHECKS 6

III. TERMS AND CONDITIONS 7

A. GENERAL 7
B. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT 7
C. CLEAN AIR AND WATER LAWS 8
D. OWNERSHIP OF INFORMATION AND DATA 8
E. PERMITS AND REGULATIONS 8
F. COOPERATION WITH OTHER CONTRACTORS 8
G. INDEPENDENT CONTRACTOR 8
H. CONTRACTOR RESPONSIBILITY 8
I. CONTRACTOR PERSONNEL 9
J. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION 9
K. CONFLICT OF INTEREST 9
L. PROPOSAL PREPARATION COSTS 10
M. ERRORS AND OMISSIONS 10
N. BEGINNING OF WORK 10

O. ASSIGNMENT BY THE STATE 10
P. ASSIGNMENT BY THE CONTRACTOR 10
Q. DEVIATIONS FROM THE CONTRACT 10
R. GOVERNING LAW 10
S. ATTORNEY'S FEES 10
T. ADVERTISING 10
U. STATE PROPERTY 11
V. SITE RULES AND REGULATIONS 11
W. NOTIFICATION 11
X. EARLY TERMINATION 11
Y. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS 11
Z. DEFAULT BY CONTRACTOR 11
AA. ASSURANCES BEFORE BREACH 12
BB. PENALTY 12
CC. PERFORMANCE BOND 12
DD. FORCE MAJEURE 12
EE. PROHIBITION AGAINST ADVANCE PAYMENT 12
FF. PAYMENT 12
GG. INVOICES 12
HH. AUDIT REQUIREMENTS 13
II. TAXES 13
JJ. INSPECTION AND APPROVAL 13
KK. CHANGES IN SCOPE/CHANGE ORDERS 13
LL. HOLD HARMLESS 13
MM. LIMITATION OF LIABILITY 14
NN. SEVERABILITY 14
OO. CONFIDENTIALITY 14
PP. PROPRIETARY INFORMATION 14
QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION 14
RR. PRICES 15
SS. BEST AND FINAL OFFER 15
TT. ETHICS IN PUBLIC CONTRACTING 15
UU. CONTRACTOR INDEMNIFICATION 15

IV. PROJECT DESCRIPTION AND SCOPE OF WORK 16

A. INTRODUCTION 16
B. BACKGROUND 16
C. CURRENT PROGRAM 16
D. RFP OBJECTIVES 17
E. SCOPE OF WORK 17

V. PROPOSAL INSTRUCTIONS 20

A. TECHNICAL PROPOSAL 20
B. COST PROPOSAL/FEE SCHEDULE 25
C. PAYMENT SCHEDULE 26

D. ALTERNATIVE PROPOSALS 26
FORM A INTENT TO ATTEND PRE-PROPOSAL CONFERENCE 27
FORM B INTENT TO RESPOND TO RFP 28

GLOSSARY OF TERMS

Addendum: Something added or to be added.

Agency: A division of State government.

Agent: A person authorized by a superior to act for him or her.

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

Amendment: Correction or alteration.

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

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

Bid Bond: Ensures that contractor will enter into the contract and are good from the date of the bid to the date of contract signing.

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

Calendar Day: Every day shown on the calendar, Saturday, Sundays and holidays included.

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

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

Confidential Information: (1) Any information that is available to an employee only because of the employee's status as a public employee and is not a matter of public knowledge or available on request. (2) See "Proprietary Information" below.

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

Contractor: Any person, partnership or corporation which supplies goods and/or services.

Contractual Services: Services furnished under a contract in which the nature and basis for charges and other pertinent terms and conditions are defined.

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

Default: The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under this contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of time specified in the notice.

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

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

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

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

Mandatory : Required, compulsory or obligatory.

Must: Required, compulsory or obligatory.

Performance Bond: The selected contractor may be required to supply a certified check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, and shall be valid for the life of the contract to include any renewal and/or extension periods and will insure the faithful performance thereof.

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

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

Proprietary Information: Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the state to withhold must be submitted in a sealed package, which is separate from the remainder of the bid. The separate package must be clearly marked PROPRIETARY on the outside of the package.** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would provide. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

Protest: A complaint about a governmental action or decision related to this Request for Proposal or the resultant contract, brought by a prospective bidder, a bidder, a contractor, or other interested party

to Materiel Division or another designated administrative section with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening proposals, conducted at the time and place specified in the Request for Proposal, and in the presence of anyone who wishes to attend.

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

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

Services: The furnishing of labor, time, or effort by contractor, which may or may not involve the delivery of a specific end product other than reports.

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

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

Termination: Occurs when either party pursuant to a power created by agreement or law puts an end to the contract otherwise than for its breach. On "termination" all obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Terms and Conditions: A general reference applied to the provisions under which proposals must be submitted and that are applicable to the contract.

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

Vendor: A supplier

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Department of Administrative Services, Materiel Division, Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, Service Contract Award Number 0266 (SCA) for the purpose of selecting a qualified contractor to provide brokerage and risk consultation services.

A contract resulting from this RFP will be issued for a period of 18 months effective July 1, 2003 through December 31, 2004, with the option to renew for 4 additional one year periods as mutually agreed upon by all parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: http://www.das.state.ne.us/materiel/purchasing/rfp.htm

A. SCHEDULE OF EVENTS

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

	ACTIVITY	DATE/TIME
1	Release Request for Proposal	March 17, 2003
2	Last Day to Submit Request for Site Visits/Interviews	March 24, 2003
3	Site Visits/Interviews (scheduled on request)	March 31-April 4, 2003
4	Last Day to Submit Written Questions	April 7, 2003
5	Pre-Proposal Conference (Attendance is Optional) Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	April 10, 2003
6	Last Day to Submit Written Questions after Pre-Proposal Conference	April 11, 2003
7	Last Day to Submit Letter of Intent To Bid	April 11, 2003
8	State Responds to Written Questions Through Request for Proposal Addendum and/or Amendment to be posted to the internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	April 21, 2003
9	Proposal Opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	May 5, 2003
10	Review for Conformance of Mandatory Requirements	May 5-7, 2003
11	Initial Evaluation Period	May 7-19, 2003
12	Oral Interviews/Presentations and/or Demonstrations (if required)	May 19-23
13	Post Letter of Intent to Contract to internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	June 4, 2003
14	Contract Award	June 16, 2003
15	Contractor Start Date	July 1, 2003

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name:	Mary Lanning
Agency:	State Purchasing Bureau
Address:	301 Centennial Mall South, Mall Level Lincoln, NE 68508

OR

	P.O. Box 94847 Lincoln, NE 68509
Telephone:	402-471-2401
Facsimile:	402-471-2089
E-Mail:	matpurc@notes.state.ne.us

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified contractors who will be responsible for providing brokerage and risk management services at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as provided in the **Proposal Instructions** will not be considered.

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

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

C. COMMUNICATION WITH STATE STAFF

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

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

The following exceptions to these restrictions are permitted:

1. Written communication with the person(s) designated as the point(s) of contact for this RFP or procurement;
2. Contacts made pursuant to any pre-existing contracts or obligations;

3. State staff and/or contractor staff present at the Pre-Proposal Conference when recognized by the State Purchasing Bureau staff facilitating the meeting for the purpose of addressing questions;
4. Site visits/interviews requested by a bidder and coordinated by the point of contact for this RFP; and
5. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

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

D. NOTIFICATION OF INTENT TO BID

Potential contractors should hand deliver, return by facsimile or e-mail the "Notification of Intent to Bid Form" that accompanies this document (see Form B) to the contact person shown in Section II-A. This form should be filled out in its entirety and returned no later than 4:00 PM on April 11, 2003.

It is preferred that Form B, Notification of Intent To Bid, be sent via e-mail to matpurc@notes.state.ne.us but may be hand delivered or sent via facsimile to 402-471-2089.

REQUEST FOR SITE VISITS/INTERVIEWS

Bidders may request site visits and/or interviews with state staff responsible for specialty lines of coverage, specific lines of the all-lines aggregate, or an area of specific risk exposure. Potential contractors should hand deliver, return by facsimile or e-mail the "Request for Site Visit/Interview Form" that accompanies this document (see Form A) to the contact person shown in Section II-A. This form should be filled out in its entirety and returned no later than 4:00 PM on March 24, 2003.

It is preferred that Form A, Request for Site Visits/Interviews, be sent via e-mail to matpurc@notes.state.ne.us but may be hand delivered or sent via facsimile to 402-471-2089.

E. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a contractor regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "SCA-0266; Insurance Broker of Record Questions". It is preferred that questions be sent via e-mail to matpurc@notes.state.ne.us. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Mary Lanning, showing the total number of pages transmitted, and clearly marked "SCA-0266; Insurance Broker of Record Questions".

Written answers will be provided through an addendum to be posted on the internet at http://www.das.state.ne.us/materiel/purchasing/rfp.htm **on or before the date shown in the Schedule of Events.**

F. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on the date, time and location specified in the Schedule of Events. Contractors will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the RFP requirements. The State will make every

reasonable attempt to answer those questions before the end of the conference. Contractors attending the pre-proposal meeting may submit further questions in writing for questions which the contractor requires an official written response as indicated in the Schedule of Events.

Written answers to written questions will be provided through an addendum to be posted on the internet at http://www.das.state.ne.us/materiel/purchasing/rfp.htm **on or before the date shown in the Schedule of Events.** Oral responses provided during the pre-proposal meeting shall not be binding on the State of Nebraska.

G. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful contractor. All contractors that submitted bids may not have an opportunity to interview/present and/or give demonstrations. The scores from the oral interviews/presentations and/or demonstrations may be added to the scores from the Technical and Cost Proposals. The presentation process will allow the contractors to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Contractors' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Contractors shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting contractor will be permitted to attend the oral interviews/presentations and/or demonstrations.

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

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

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

H. SUBMISSION OF PROPOSALS

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

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and five (5) copies of the entire proposal should be submitted by the proposal due date and time. Proposals must reference the Service Contract Award number and be sent to the specified address. Container(s) utilized for original documents must be clearly marked **ORIGINAL DOCUMENTS**. Please note that the address label must appear as specified on the face of each container. The State accepts no responsibility for mislabeled/missent mail. Regardless of the reason, proposals received late will not be accepted and will be returned to the sender unopened. If a recipient phone number is required for delivery purposes, 402-471-2401 should be used. The SCA number must be included in all correspondence.

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall

within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the state to withhold must be submitted in a sealed package, which is separate from the remainder of the bid. The separate package must be clearly marked PROPRIETARY on the outside of the package.** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would provide. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

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

The Technical and Cost Proposals must be presented in separate sections (loose-leaf binders are preferred) on standard 8 ½ by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½ by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

I. PROPOSAL OPENING

The sealed proposals will be publicly opened and the bidding organizations announced on the date, time and location specified in the Schedule of Events.

J. REJECTIONS OF PROPOSALS

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

K. PROPOSAL EVALUATION

The State will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. The criteria for determining a responsible contractor shall include but not be limited to:

1. The ability, capacity and skill of the contractor to deliver professional services that meet the requirements of this Request for Proposal;
2. The character, integrity, reputation, judgment, experience and efficiency of the contractor;
3. Whether the contractor can perform the contract within the specified time frame;
4. The quality of contractor performance on prior contracts;
5. Such other information that may be secured and that has a bearing on the decision to award the contract; and
6. Cost.

L. EVALUATION COMMITTEE

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

Prior to award, contractors are advised that only the point of contact can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal.

M. MANDATORY REQUIREMENTS

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

1. The signed Request for Proposal for Contractual Services form;
2. Executive Summary;
3. Corporate Overview;
4. Technical Approach; and
5. Cost Proposal.

N. EVALUATION/WEIGHTS AND SCORING

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. Areas that will be addressed and scored during the technical evaluation include:

1. The Executive Summary;
2. Corporate Overview shall include but not be limited to;
   - **a.** The ability, capacity and skill of the contractor to deliver services that meet the requirements of this Request for Proposal;
   - **b.** The character, integrity, reputation, judgment, experience and efficiency of the contractor;
   - **c.** Relevant experience and breadth of experience of the contractor;
   - **d.** Organizational capabilities;
   - **e.** Access to markets;
3. Technical Approach; and
4. Cost Proposal.

(Scoring criteria will become public information at the time of the Request for Proposal opening. Scoring criteria and a list of respondents will be posted to the State Purchasing Bureau website at www.state.ne.us./materiel/purchasing/rfp.htm)

O. REFERENCE CHECKS

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

The State reserves the right to check any other reference(s) that might be indicated through the explicitly specified contacts or that result from communication with other entities involved with similar projects.

III. TERMS AND CONDITIONS

The terms and conditions stated herein are in addition to those stated in the "Standard Conditions and Terms of Contractual Services and Leasing Solicitation and Offer" form and apply in like force to this Request for Proposal and any contract resulting therefrom.

By signing the "Request For Proposal For Contractual Services" form, the Contractor guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Standard Conditions and Terms of Contractual Services and Leasing Solicitation and Offer and certifies it maintains a drug free work place.

A. GENERAL

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

1. The signed Request for Proposal form;
2. The original RFP document;
3. Any Request for Proposal Addenda and or Amendments to include Questions and Answers;
4. The Contractor's Proposal;
5. Any Contract Amendments, in order of significance; and
6. Contract Award.

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

This Request for Proposal does not commit the State to award a contract. The State reserves the right to reject all proposals, and at its discretion, may withdraw or amend this Request for Proposal at any time. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

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

Once an intent to award decision has been determined, it will be posted to the internet at:

http://www.das.state.ne.us/materiel/purchasing/rfp.htm

Grievance and protest procedure is available on the internet at:

http://www.das.state.ne.us/materiel/purchasing/rfpmanual/rfpmanual.htm

All protests must be filed by the Contractor within ten (10) calendar days after the intent to award decision is posted to the internet.

B. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT

The contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. Neither the contractor nor any subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to the employee or applicant's hire,

tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

C. CLEAN AIR AND WATER LAWS

The contractor must comply with all applicable local, State and Federal statutes and regulations regarding Clean Air and Water.

D. OWNERSHIP OF INFORMATION AND DATA

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

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

E. PERMITS AND REGULATIONS

The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all laws, ordinances, rules, orders and regulations related to the performance of the contract.

F. COOPERATION WITH OTHER CONTRACTORS

The State may award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

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

G. INDEPENDENT CONTRACTOR

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

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay and retirement benefits.

H. CONTRACTOR RESPONSIBILITY

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

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

I. CONTRACTOR PERSONNEL

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

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

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

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

1. Any and all employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the contractor’s employees, including all insurance required by state law;
3. Damages incurred by contractor’s employees within the scope of their duties under this contract;
4. Maintaining workers’ compensation and health insurance and submitting any reports on such insurance to the extent required by governing state law; and
5. Determining the hours to be worked and the duties to be performed by the contractor’s employees.

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

J. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

The contractor shall not knowingly recruit or employ any State professional or technical personnel who has worked on the project, or who has had any influence on decisions affecting the project for the duration of the project. This prohibition does not affect the right of the contractor's organization to recruit employees for projects unrelated to this contract, provided such recruitment does not create a conflict of interest.

K. CONFLICT OF INTEREST

Prior to award of any contract, the contractor shall certify in writing, if requested by the State, that no relationship exists between the contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to this state contract. No official or employee of the State who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest, either directly or indirectly, in this contract or proposed contract.

The contractor shall provide assurances that it presently has no interest and shall not acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder. The contractor shall also provide assurances that no person having any such known interests shall be employed during the performance of this contract.

L. PROPOSAL PREPARATION COSTS

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

M. ERRORS AND OMISSIONS

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

N. BEGINNING OF WORK

The contractor 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.

O. ASSIGNMENT BY THE STATE

The rights of the State under this contract shall be assignable to any other agency of the State with prior written notice to the contractor.

P. ASSIGNMENT BY THE CONTRACTOR

The contractor shall not assign or transfer any interest in the contract without the prior written consent of the State.

Q. DEVIATIONS FROM THE CONTRACT

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposals. Any deviations from the Request for Proposal must be clearly defined by the contractor in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal or mandatory requirements. The State discourages deviations and reserves the right to reject proposed deviations.

R. GOVERNING LAW

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

S. ATTORNEY'S FEES

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

T. ADVERTISING

The contractor agrees not to refer to the contract award in commercial advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the

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

U. STATE PROPERTY

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 excepted.

V. SITE RULES AND REGULATIONS

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.

W. NOTIFICATION

After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. The contractor shall provide in its proposal the name, title and complete address of the contractor's designee to receive notices.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

X. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor.

Upon cancellation, payment will be made in a pro rata manner for work completed prior to the cancellation.

Y. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year are contingent upon legislative appropriation of funds for this contract. Should said funds not be appropriated, the State may terminate this contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

Z. DEFAULT BY CONTRACTOR

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under this contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). **Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery**. Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

AA. ASSURANCES BEFORE BREACH

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

BB. PENALTY

In the event that the contractor fails to perform any substantial obligation under this contract, the State may withhold all monies due and payable to the contractor, without penalty, until such failure is cured or otherwise adjudicated. Failure to meet the dates stipulated in the contract for the insurance renewal may result in an assessment of penalty due the state of 5% of any increase in premium experienced by the State for the insurance covered by that renewal.

CC. PERFORMANCE BOND

The selected contractor may be required to supply a certified check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. If required the amount of the certified check or bond must be twenty-five percent of the proposed fee for the service. The bond will guarantee that the selected contractor will enter into a contract with the State and will faithfully perform the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. If required, the bond or certified check will be returned when the service has been completed.

The selected contractor will forfeit all or part of the bond or certified check for non-performance. Amount of forfeiture will be determined by the agency based on loss to the State.

DD. FORCE MAJEURE

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under the contract which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible.

EE. PROHIBITION AGAINST ADVANCE PAYMENT

No compensation or payments of any kind will be made in advance of services actually performed and/or goods furnished.

FF. PAYMENT

The State hereby agrees, in consideration of the covenants and agreements specified to be kept and performed by the contractor to pay to the contractor when the terms and conditions of the contract and specifications have been fully completed and fulfilled on the part of the contractor to the satisfaction of the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. 81-2401 through 81-2408).

GG. INVOICES

Invoices for payments must be submitted by the contractor to the agency requesting the services.

HH. AUDIT REQUIREMENTS

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

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

II. TAXES

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a State-owned facility is the responsibility of the contractor. If the State will be required to pay surplus lines taxes on any premiums the broker must clearly identify the tax for the State and have specific state authorization to include such payment prior to placing the coverage.

JJ. INSPECTION AND APPROVAL

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

KK. CHANGES IN SCOPE/CHANGE ORDERS

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

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

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

LL. HOLD HARMLESS

The contractor agrees to hold the State harmless for all loss or damage sustained by any person as a direct result of the negligent or willful acts by the contractor, its employees or agents in the performance of this agreement including all associated costs of defending any action.

MM. LIMITATION OF LIABILITY

The contractor agrees that there will be no limitation to contractor's liability under this contract.

NN. SEVERABILITY

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

OO. CONFIDENTIALITY

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information.

PP. PROPRIETARY INFORMATION

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the state to withhold must be submitted in a sealed package, which is separate from the remainder of the bid. The separate package must be clearly marked PROPRIETARY on the outside of the package.** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would provide. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

RR. PRICES

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

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

SS. BEST AND FINAL OFFER

The State will compile the final scores for each proposal, technical and cost. The award may be granted to the highest scoring responsive and responsible contractor. Alternatively, the highest scoring contractor or contractors may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the contractor, they will be evaluated against the stated criteria, scored and ranked by the Evaluation Committee. The award then will be granted to the highest scoring contractor. However, a contractor should provide its best offer in its original proposal. Contractors should not expect that the State will request a best and final offer.

TT. ETHICS IN PUBLIC CONTRACTING

No contractor shall pay, offer to pay, either directly or indirectly any fee, commission compensation, gift, gratuity, or other thing of value to any State officer, legislator or employee. Contractor shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure this contract. It is the intent of this section to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of bids and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from consulting legal counsel regarding terms and conditions of this Request for Proposals or the format or content of their proposal.

If the contractor is found to be in non-compliance with this provision of the RFP, they will forfeit the contract if awarded to them or be disqualified from the selection process.

UU. CONTRACTOR INDEMNIFICATION

The State of Nebraska will not provide indemnity for the contractor.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

A. INTRODUCTION

This is a Request for Proposals (RFP) for the services of an Insurance Broker of Record for the State of Nebraska. The State of Nebraska Department of Administrative Services (DAS), on behalf of the State of Nebraska, is requesting proposals to assist the DAS Risk Management Division with the marketing and placement of existing and emerging insurance programs for the State and its various agencies. The insurance programs, and all ensuing insurance placements for the State and its agencies are coordinated by and through DAS Risk Management.

B. BACKGROUND

The State of Nebraska has a diverse government organization, comprised of over 80 agencies, performing a wide range of functions and operations, with an overall annual general fund budget of approximately 2.6 billion, a total budget including state aid of approximately $5.5 billion, and approximately 18,600 employees, serving 1.7 million residents of the State.

The state currently has an all-lines aggregate policy covering real and personal property, inland marine, auto liability, auto physical damage, vehicular pursuit, foster parent liability, employee dishonesty, crime, and very limited general liability. The State also has individual policies covering special agency needs. The state is self-insured for workers' compensation. The DAS State Personnel Division handles all employee benefits and they are not included in this RFP. The state has a contract for a third party administrator of most insured claims and all workers' compensation claims. Claims administration is not part of this RFP except for the necessary relationship between the successful bidder and the third party administrator.

Authority for the State's insurance and risk management programs covered by this RFP is found in Neb. Rev. Stat. §§81-8,239.01 through 81-8,239.09.

C. CURRENT PROGRAM

The following information is from the all-lines aggregate renewal period running from July 1, 2002 through June 30, 2003:

Auto: Under its auto liability line of its all lines aggregate policy the State covered 9,293 vehicles. The 9,293 vehicles are further categorized as 1,382 passenger cars, 711 vans and buses, 511 emergency vehicles, 4,282 trucks and tractors, 1,506 trailers, 604 pieces of heavy equipment, and 297 miscellaneous which do not fit in one of the preceding categories but are being covered by the policy. The state has a $300,000 self-insured retention (SIR) for auto liability with a $5 million limit. For vehicles involved in a hot pursuit, the SIR is $1 million with a $5 million dollar limit on the policy. It is important to note that Nebraska has strict liability for vehicular pursuits resulting in injuries to innocent third parties. Liability coverage is required on all vehicles but individual agencies determine whether they will insure automobile physical damage or not. The State currently insures 309 vehicles with this coverage. The SIR is $300,000 per occurrence.

Real Property: The State insures approximately 3,000 facilities statewide with replacement value in excess of $1.2 billion. The State has a $200,000 SIR with $1,000,000 in its primary coverage and $100,000,000 in excess coverage. Prior to this renewal period the excess layer was $200,000,000.

Personal Property/Inland Marine: Agencies have the option to purchase coverage for personal property. The State insured personal property with replacement value of $100,000,000. The State has a $300,000 SIR and $1,000,000 policy limit for personal property losses.

Foster Parent Liability: The State includes foster parent liability in the all-lines aggregate policy. However, the SIR and the policy limits are both set at $300,000 so the state is primarily self-insured for these losses. Including this line in the all-lines aggregate does allow any payout by the state within this line to apply to the annual loss fund within the all-lines aggregate.

Crime: This portion of the all-lines aggregate covers crime and provides the statutorily required employee blanket bond. This line carries a $25,000 SIR and $1,000,000 limit.

General Liability: The State currently has liability insurance for two facilities because the lease purchase arrangement currently governing the facility requires such a policy or because of the unique nature of the facility.

In addition to the all-lines aggregate policy, the state has the following individual lines of coverage:

Workers' compensation coverage for job training individuals through the Department of Labor
Workers' compensation coverage for welfare to work participants through Health and Human Services
Watercraft liability for a river tour boat operated by the Game & Parks Commission
Aviation policy for state owned aircraft.
Boiler and Machinery coverage for limited facilities
Public Official Bonds for the Governor, Lt. Governor, Attorney General, Secretary of State, Auditor and Treasurer.

D. RFP OBJECTIVES

The purpose of this RFP is to secure the most experienced and qualified firm to provide Insurance Broker of Record services to assist DAS Risk Management in fulfilling its critical role to ensure proper protection of the State's assets and activities on behalf of the State's citizens and taxpayers.

The State is seeking a qualified Insurance Broker of Record to:

- Review, place, and renew the current insurance program;
- Implement and place coverages in light of emerging recommendations regarding risk financing and addressing different exposures;
- Help provide efficient and effective insurance program administration;

The objective is to obtain optimal protection for the State and State agencies, in terms of property and liability coverages, limits, rates, and premiums, for those exposures the State currently insures or may decide to insure in the future.

The selected Insurance Broker of Record will work with the Risk Manager and State agencies in areas such as real property, personal property/inland marine, surety and fidelity bonds, general liability, automobile liability and physical damage, aviation, construction, and excess workers' compensation.

Each bidder is encouraged to describe their company's capabilities, experience and expertise, and to explain how their company can best fulfill the goals and scope of work set forth in this RFP.

E. SCOPE OF WORK

It is anticipated that the Broker of Record contract resulting from this RFP will become effective July 1, 2003. The successful bidder will become the Broker of Record for the State of Nebraska and will be required to assume all broker responsibilities at that time. The selected Broker of Record shall provide, at a minimum, professional services and dedicated personnel necessary to perform the following deliverables:

- Act as broker for policies currently in force.
- Develop a complete understanding of the State's areas of exposure and consult with State representatives about short and long term solutions.
- Review insurance policies to determine compliance with agreed upon terms and conditions for those exposures that the State currently insures.
- Make recommendations regarding carriers, coverage, limits, terms, conditions and exposures. Identify programs, products and insurers capable of meeting the State's insurance needs and prepare bid specifications for markets capable of quoting for renewals.
- Evaluate existing insurance contracts (and claims history as necessary). Determine whether the policies currently in force are appropriate in terms of coverage, carrier and price. Make recommendations concerning any changes, modifications, consolidations, and/or additions in the terms, conditions and coverage limits needed to yield a comprehensive risk management program to protect the interests of the State.
- With assistance and authorization from DAS Risk Management, market renewals in the most efficient and cost-effective manner to obtain pricing with respect to the program adopted by the State.
- With assistance and authorization from DAS Risk Management, market and place new insurance programs and coverages in the most efficient and cost-effective manner.
- Assist DAS Risk Management in identifying and organizing pertinent information in order to market and place insurance programs and coverages in the most efficient and cost-effective manner.
- If or when requested or recommended provide a minimum of at least 3 competitive quotes from reputable insurance carriers for each type of risk.
- Advocate for the State on any disputed or problem claims.
- Provide insurance expertise, evaluation of insurance market options, and reviews of insurance markets on an ongoing basis, including quarterly, semi-annually, and annually.
- Assist in annual preparation of underwriting briefs and summary checklists, which will contribute to the State obtaining the broadest and most cost-effective insurance program.
- Act as an advisor to the State for specialty insurance coverages that may be outside the normal market of the selected broker, and as authorized, negotiate, audit policies and rates and provide recommendations for Risk Management.
- Present for State consideration, in an understandable format, an evaluation of the results of each solicitation, with a comprehensive financial analysis and recommendations for selection of an insurer (or insurers) or risk management plan for each type of risk.
- Negotiate on the State's behalf the details of insurance contracts with selected carriers and audit resulting policies and rates for accuracy of coverage, terms and conditions, and compliance with financial arrangements and administrative procedures acceptable to the State.
- Provide verification of coverage as needed by the State to satisfy lessors, contractors, and other parties from whom the State seeks services or use of equipment and/or facilities.
- Prepare insurance certificates and endorsements as requested by the State or its suppliers, contractors, or vendors.
- Provide answers to the State, and obtain clarification from insurers, underwriters or adjusters regarding coverage or claims questions.

- Provide assistance in the form of an annual report for the State as well as advisory services or other written reports or claims summaries as is customarily expected from a professional insurance broker.
- Attend meetings, as requested, with DAS Risk Management, and other representatives of the State and State agencies, insurers, and others.

The selected Broker of Record shall also be prepared to provide professional services and dedicated personnel necessary to perform additional services including, but not limited to, the following as requested by the State:

- Provide evaluation, training, and education relative to loss control, safety, claims management, and related topics in the area of risk management.
- Provide recommendations for State contract staff as to risk related issues in State contractual arrangements.
- Assist in the design and implementation of an effective safety and loss control program.
- Provide premium allocation services so the premium costs may be properly charged back to agencies.
- Environmental risk consulting
- Behavioral risk management
- Business interruption/business continuity consultation
- Catastrophic claims services
- Establishment and administration of captive insurers
- Actuarial services
- Cyber risk analysis and consulting
- Possible Maximum Loss evaluation

V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by contractors in preparing the Technical and Cost Proposal. Contractors should identify the subdivisions of Section IV clearly in their proposals; failure to do so may result in disqualification**.** Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

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

A. TECHNICAL PROPOSAL

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

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

1. REQUEST FOR PROPOSAL FORM

By signing the "Request for Proposal for Contractual Services" form, the Contractor guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Standard Conditions and Terms of Contractual Services and Leasing Solicitation and Offer and certifies they maintain a drug free work place.

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

2. EXECUTIVE SUMMARY

The Executive Summary shall condense and highlight the contents of the contractor's proposal in such a way as to provide the Evaluation Committee with a broad understanding of the contractor's Technical Proposal.

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

3. CORPORATE OVERVIEW

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

a. CONTRACTOR IDENTIFICATION AND INFORMATION

The contractor must provide relevant historical data including but not limited to the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the contractor is incorporated or otherwise organized to do business, year in which the contractor first organized to do business, whether the name and form of organization has changed since first organized, and Federal Employer Identification Number. The owners and principal management personnel of the firm shall be identified fully.

b. FINANCIAL STATEMENTS

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

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

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

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

The contractor shall describe any dealings with the State over the previous 10 years. If the organization, its predecessor, or any party named in the contractor's proposal response has contracted with the State, the contractor shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. CONTRACTOR'S EMPLOYEE RELATIONS TO STATE

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

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

g. CONTRACT PERFORMANCE

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

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

If at any time during the past 5 years, the contractor has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason which termination occurred before completion of all obligations under the initial contract provisions, describe fully all such termination including the name and address of the other contracting party, and the circumstances surrounding the termination. If no such early termination has occurred, so declare.

h. SUMMARY OF CONTRACTOR'S CORPORATE EXPERIENCE

The contractor shall provide a summary matrix listing the contractor's previous projects similar to this Request for Proposal in size, scope and complexity.

The contractor must address the following:

i. Similar Clients

Contractors must provide three narrative descriptions to highlight the similarities between their experience and this Request for Proposal. For each client represented to be similar to the State, these descriptions must include:

1) Length of time contractor has served as Broker of Record for the Client;
2) the contractor's responsibilities;
3) for reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number and e-mail address); and
4) the budget amount for the broker fees, the budget amount for insurance renewals, the actual broker fees and renewal fees paid under the contract.

ii. Client Identification

Contractors must list the number of current clients in the following categories:

1) State Government;
2) Other government entities within Nebraska;
3) Other government entities outside Nebraska;
4) Other public sector entities within Nebraska;
5) Other public sector entities outside Nebraska; and
6) Non-public clients with programs similar in budget size, coverage types, and scope of services.

Contractors must provide the following information for at least three clients in each of the 4 categories above:

1) Name of the client;
2) Length of time contractor has served as Broker of Record for the Client;
3) the contractor's responsibilities;
4) for reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number and e-mail address); and
5) the budget amount for the broker fees, the budget amount for insurance renewals, the actual broker fees and renewal fees paid under the contract.

iii. Organizational Capabilities

The contractor must address the following:

1) List your top 5 companies by premium volume written and indicate the dollars of premium written for Commercial Property/Casualty
2) The annual market volume/premium written by line of coverage (property, crime, public officials, auto liability, etc.) and alternative programs (all-lines aggregate, etc.). The number and size of client accounts for each should also be disclosed.
3) Relevant insurance placement and account handling experience and client references shall be presented in detail, with all experience cited to be recent in time.
4) Bidders must have experience providing broker of record services for governmental agencies.
5) Bidders must have experience in providing broker of record services for entities of similar size to the State of Nebraska.
6) Bidders must have experience providing all-lines aggregate programs and must identify whether this is accomplished through a proprietary all-lines product or through use of a third party.
7) Bidders must describe and demonstrate their expertise and experience in placing insurance for each of the following lines or exposures and specialized programs, including the number and size of clients currently placed and the volume written:
    - Real property;
    - Personal property;
    - Inland marine;
    - Boiler and machinery;
    - Automobile liability and physical damage
    - Computers and equipment
    - Historic properties
    - Vehicular pursuit by law enforcement
    - Foster parent liability
    - Fine arts
    - Stop-loss, excess, umbrella
    - General liability
    - Burglary and crime
    - Recreational liability
    - Money and securities
    - Fidelity bonds, public official bonds
    - Special events

- Specialty workers' compensation (e.g., workforce development or welfare to work)
- Watercraft liability
- Aviation insurance policies and programs;
- All-lines aggregate programs;
- Equipment maintenance policies and programs;
- Construction insurance policies and program, including builders risk and master builders risk

8) Bidders must identify specific insurance markets and insurance companies that they have utilized and specific markets and insurance companies which they have access to in connection with governmental or comparable entities and for entities of like size.
9) Bidders must demonstrate their knowledge and ability to successfully market and place sophisticated, complex and innovative insurance programs.
10) Bidders must demonstrate their ability to assist DAS Risk Management in the marketing and placement of traditional and non-traditional types of insurance and/or risk financing program, in the event the state determines to institute such a program.

iv. Contractor Regulatory Compliance

Bidders must identify any disciplinary actions or penalties, respecting any insurance regulatory body, involving their company or any insurance professionals employed by their company, within 7 years prior to the date of the RFP response.

i. SUMMARY OF CONTRACTOR'S PROPOSED STAFFING

Bidders must identify the specific professionals who will work on the State's account if their company is selected as the Insurance Broker of Record for the State. The names and titles of the team proposed for assignment to the State account shall be identified in full, with a description of the team leadership, interface and support functions, reporting relationships along with individual backgrounds of personnel who will be actively engaged in work related to the account. The primary work assigned to each person should also be identified.

Resumes should not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address and telephone number) who can attest to the competence and skill level of the individual.

The contractor shall provide a staff skills matrix to summarize relevant experience of the proposed staff. The contractor must provide a narrative description of experience each key staff member has in the areas relevant to this Request for Proposal. Descriptions shall focus on key staff experience. Contractor and subcontractor staff experience shall be shown separately.

j. SUBCONTRACTORS

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

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

4. TECHNICAL APPROACH

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

a. Understanding of the Project Requirements/Overview;

b. Approaches offered to supply current operations;

The bidder's understanding of the tasks presented in the scope of work section shall be defined in detail and proposed solutions outlined. The bidder's understanding of the advantages and disadvantages of an all-lines aggregate program must be described in detail including any problems encountered in structuring an all-lines aggregate and details of how the problems were resolved.

A description of the firm's strengths in the marketplace should be included, along with an explanation of how the State's insurance program would be marketed. Any restrictions or limitations should be defined, including markets which the bidder will not or cannot access.

c. Approaches offered to supply additional services;

The scope of services available from the bidder in the area of risk management, loss control services, claims management, and associated functions should also be described in detail. For each available service, bidders must identify whether these services are provided internally or through a contract with a third party as well as details of the experience of the internal staff, the bidder, and/or the third party contractor who would provide each service should the State request it.

B. COST PROPOSAL/FEE SCHEDULE

This section describes the requirements to be addressed by contractors in preparing the Cost Proposal. The contractor must submit its Cost Proposal in a section of the proposal that is separate from the Technical Proposal section.

The State of Nebraska is requesting that broker services be proposed on a fee basis. The bidder's response must clearly present the bidder's compensation of fee structure for specified core services along with rates for optional services as available. Bidders will be required to comply with Neb. Rev. Stat. § 44-2631 governing the collection of commissions by brokers.

The State seeks an all-inclusive cost structure which will allow predictability of fees and accuracy in budget planning. The bidder's plan of compensation for insurance placement and consulting services shall be described in detail, along with a flat annual fee for core services. The bidder must also describe in detail the maximum fee for additional services the State may elect to purchase. The State recognizes that the scope of these additional services may vary greatly depending on the State's needs and therefore asks for the maximum possible fee for each service for the most comprehensive scope. These additional services must be individually priced but bidders should also provide bundling options for these elective services such that there is (1) a fee for core services, (2) a fee for core services plus additional services recommended by the bidder for the State creating a mid-level price structure, and (3) a fee for full-service, which would be one fee for the core level services plus all additional services.

The successful broker will be required to disclose in detail all compensation received from any source resulting from the marketing of insurance programs for the State. The proposal shall include a clear statement of the services for which compensation would be in the form of fees paid by the State and to what extent, if any, compensation would rely upon commissions paid by underwriters.

The component costs of the firm, fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those described below.

1. Pricing Summary - This summary shall present the total firm fixed price to perform all of the requirements of the Request for Proposal, the firm fixed maximum price to perform additional services offered by the bidder, and bundled services summarized into pricing for core services, mid-level service, and full-service.

2. Supporting documentation of any other costs - Any costs included in the firm, fixed price that are not covered in the pricing summary must be summarized and labeled "Other Costs". The contractor must include details in the Cost Proposal supporting any and all other costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

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

C. PAYMENT SCHEDULE

The State will pay upon quarterly invoices. The State is prohibited from paying in advance of work being completed. Each invoice must identify the activities performed during the quarter for which payment is being requested. Alternate payment schedules will be considered, provided an explanation for other than quarterly payments is provided.

D. ALTERNATIVE PROPOSALS

The State, at its sole discretion, may entertain alternative proposals, or proposals which deviate from the Request for Proposal requirements, provided the contractor also submits a proposal for the work described herein. Alternative proposals may be considered if overall contract performance would be improved but not compromised, and if they are in the best interests of the State of Nebraska. Alternative proposals must be accompanied by a separate Technical Proposal which clearly identifies deviations from the primary proposal, and allows such deviations to be fully evaluated. A full cost proposal for each alternative proposal must be submitted in accordance with the requirements of this Request for Proposal. Alternative proposals will be evaluated only after the primary proposal has been evaluated.

FORM A

REQUEST FOR SITE VISITS/INTERVIEWS

SCA-0266

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

We request site visits at the following state facilities:

We request interviews with the staff responsible for the following programs/coverage/facilities:

Notification of attendance should be submitted to the State Purchasing Bureau via e-mail (matpurc@notes.state.ne.us), facsimile (402-471-2089), hand delivered or mail by the date specified in the Schedule of Events.

FORM B

INTENT TO RESPOND TO RFP

SCA-0266

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

Potential contractors should hand deliver, return by facsimile or e-mail the "Notification of Intent to Bid Form" to the contact person shown in Section II-A. It is preferred that Form B, Notification of Intent To Bid, be sent via e-mail to matpurc@notes.state.ne.us but may be hand delivered or sent via facsimile to 402-471-2089.