

**STAFF MEETING MINUTES
LANCASTER COUNTY BOARD OF COMMISSIONERS
COUNTY-CITY BUILDING
ROOM 113 - BILL LUXFORD STUDIO
THURSDAY, AUGUST 24, 2017
8:30 A.M.**

Commissioners Present: Todd Wiltgen, Chair; Bill Avery, Vice Chair; Deb Schorr; Roma Amundson; and Jennifer Brinkman

Others Present: Kerry Eagan, Chief Administrative Officer; Ann Ames, Deputy Chief Administrative Officer; Dennis Meyer, Budget and Fiscal Officer; Dan Nolte, County Clerk; Cori Beattie, Deputy County Clerk; and Ann Taylor, County Clerk's Office

Advance public notice of the Board of Commissioners Staff Meeting was posted on the County-City Building bulletin board and the Lancaster County, Nebraska web site and provided to the media on August 23, 2017.

The Chair noted the location of the Open Meetings Act and opened the meeting at 8:33 a.m.

1. APPROVAL OF THE STAFF MEETING MINUTES FOR AUGUST 17, 2017

MOTION: Schorr moved and Avery seconded approval of the August 17, 2017 Staff Meeting minutes.

Brinkman noted two corrections: 1) Add a closed parentheses to the end of the first sentence in the first paragraph in Item 2; and 2) Delete the word "said" from the first sentence in Item 8B.

ROLL CALL: Amundson, Avery, Schorr, Brinkman and Wiltgen voted yes. Motion carried 5-0.

2. AETNA HEALTH INSURANCE PRESENTATION - Mike Boden, Sales Vice-President, Public and Labor, Aetna; Brent Hunter, Market Head for Public and Labor, Aetna; Dr. Gerald Scallion, Medical Director for Public and Labor; Kim Haywood, Pharm.D., Pharmacy Account Executive, Aetna; Tim Redmond and Mike Schlosser, Account Executives, Aetna; Tracy Krause, Account Executive, AON Risk Solutions; Doug McDaniel, Human Resources Director; Bill Kostner, City Risk Manager

Aetna representatives gave a PowerPoint presentation on Aetna's proposal to administer the County's medical claims, highlighting the following (Exhibit A):

- A team dedicated to the public sector and labor
- Using consumer data to engage members and improve their overall outcomes
- Quality care management
- Aetna In Touch Care Program which provides personalized care support and tools
- The value of pharmacy and medical integration
- Consistent experience across all Aetna platforms, including a mobile application which allows participants to compare costs and view status, look up symptoms and find a doctor, access identification (ID) and benefits information, and set up a chat with a doctor (Teladoc)
- Implementation process

Tracy Krause, Account Executive, AON Risk Solutions, asked how Aetna will engage a member who doesn't answer the phone when Aetna tries to call them when they notice the member hasn't been filling their prescriptions for a medical condition. Dr. Gerald Scallion, Medical Director for Public and Labor, said they will try to reach the member by other methods, such as email, or may contact their physician's office.

Schorr asked whether members can opt out of the program. Dr. Scallion said they can.

Krause inquired about provider satisfaction when Aetna informs them a patient isn't being compliant with medication and what other data is Aetna sending them so that they can better manage the care of their patients. Dr. Scallion said provider satisfaction is 97% to 98%, which he indicated is comparable to member satisfaction levels. He said Aetna will provide physicians with data such as patients who have not had a mammogram when the physician may have assumed that had been done or a patient has not been filling a prescription for a drug they should be taking on a regular basis.

Krause then inquired about how Aetna handles double billing issues and asked whether members would get billed for the balance by a provider if Aetna determines the care they provided wasn't appropriate. Dr. Scallion said it will all be handled "behind the scenes" and said members can't be billed for the balance if the provider is in the network. He said Aetna takes the time to review every bill to see if the care was appropriate and said Tim Redmond, Account Executive, will provide quarterly reports to the Board regarding plan usage. Krause asked how the Board will be able to determine whether savings are the result of a "gatekeeping model" to deny care a doctor wants to prescribe versus collaboration with the physician to make sure the member gets the appropriate level of care. Dr. Scallion said Aetna "takes credit" if it makes a care

suggestion and there is a behavior change that helps prevent a serious medical event such as a stroke. He gave another example where a member may request magnetic resonance imaging (MRI) for back pain and no neurological involvement is indicated. The therapy would be anti-inflammatories and physical therapy for six weeks. Dr. Scallion said that treatment would be successful in 85% of patients and said the six week delay for the other 15% who need something more would not change anything.

Mike Boden, Sales Vice-President, Public and Labor, Aetna, offered to make a video on the Aetna In Touch Care Program available (see <https://vimeo.com/184585597>).

Kim Haywood, Pharm.D., Pharmacy Account Executive, Aetna, said transition to a new pharmacy benefit can be difficult so Aetna is offering a transition of coverage that will provide ongoing coverage for medications that normally require pre-certification, step-therapy, and quantity limits if the member fills the prescription within the first 90 days.

Krause asked what will happen after that 90-day period and, if it is the pharmacy benefit manager's philosophy that the medication should be on a step therapy, how does Aetna implement that program with the member. **NOTE:** Under a step therapy a member may be required to try a less expensive drug on the drug plan's formulary that has been proven effective for most people with the condition before moving up a step to a more expensive drug. Haywood said the transition of coverage program would allow the member to bypass those edits for a branded drug that has step therapy provided they fill the prescription within that 90-day period. She said the provider can request a medication exception after that period.

Krause asked if Aetna could integrate the files into the "care engine" if Lancaster County elected to choose a different pharmacy benefit manager. Haywood said they could but it wouldn't be real time information. She noted specialty drugs are a "driver" for a lot of plans (approximately 50% of total spend) and are expected to increase by 20% each year over the next several years. Haywood said there is a lot of focus on specialty management and said Aetna uses a number of preemptive strategies to help mitigate those rising trends, citing the site-of-care infusion program as an example.

Krause said Aetna ranks higher than BlueCross and BlueShield of Nebraska (BCBSNE), the current claims administrator, in terms of on-line tools. The Review Committee also ranked Aetna higher in terms of claims management.

Redmond said Aetna discussed the implementation strategy. Krause noted Aetna has also provided financial implementation guarantees.

Schorr inquired about the length of the proposed contract. Krause said it is a three-year contract (one year with the option to renew for two additional years), noting there will be a financial penalty if there is early termination.

Wiltgen noted there was a significant increase in the renewal proposal from the current carrier and inquired about exposures moving forward. Boden said Aetna's rate is \$34 per employee per month (PEPM), which is a reduction of 33.6%. That rate is contingent upon the City also moving to Aetna. If it doesn't, the rate will move to \$35 PEPM. There is also a 3% escalator each year of the contract. He said the In Touch Care Program has an additional fee, \$7.50 per member per month (PMPM), but Aetna is willing to waive that fee for the first year until it can show a 2 to 1 return on the investment.

Krause said the advantage the Review Committee saw with Aetna is that it is "moving the needle" on the claims management piece while still providing a positive member experience. She said the current carrier is not impacting that claims trend and the County can't keep sustaining an 8%-10% trend increase each year. Krause said Aetna is consistent with the market and said she doesn't have any concerns that they are trying to "buy" the business. Brent Hunter, Market Head for Public and Labor, Aetna, said Aetna is a national carrier and has economies of scale.

Kerry Eagan, Chief Administrative Officer, inquired about Aetna's ability to negotiate with providers for discounts. Krause said they did a discount analysis and said Aetna is comparable. She noted Aetna is also providing performance guarantees. Hunter said Aetna is also offering a two-month premium waiver to assist with the transition.

MOTION: Schorr moved and Amundson seconded to begin the transition process to utilize Aetna as the County's claims administrator. Avery, Schorr, Brinkman, Amundson and Wiltgen voted yes. Motion carried 5-0.

3. BUDGET UPDATE - Dennis Meyer, Budget and Fiscal Officer

Dennis Meyer, Budget and Fiscal Officer, said there are no issues this year with the 15 cent levy authorized for certain political subdivisions (see Exhibit B), noting the Railroad Transportation Safety District's (RTSD's) levy will be 0.022217. He also pointed out there is a transition period with the Public Building Commission's (PBC's) levy for debt service, i.e., the County is levying for future debt service payments.

Meyer asked the Board's thoughts regarding the County's levy for finalizing the budget document. He outlined options: 1) Leave the levy at 26.83 cents, the rate that was published, which resulted in an increase of approximately \$509,000; and take the additional 0.7% of valuation, approximately \$438,000; or 2) Apply the additional 0.7% of valuation (\$438,000) against the levy. Wiltgen and Schorr favored returning the additional funds to the taxpayers. Amundson and Brinkman indicated they support the first option. Wiltgen questioned their plans for the additional monies. Amundson said she favors putting it into the Contingency Fund and use it to address infrastructure, human services, and safety and security needs. Wiltgen stressed the need for a balanced approach, noting the Board increased the Human Services' budget by

\$200,000, increased public safety through hiring a new sheriff deputy and five new correctional officers, and added \$1,000,000 to the Road and Bridge Fund through the budget process. Avery noted he voted for a 26.83 cent levy at the August 10th Staff Meeting and still supports that but said he would not object to using the additional \$438,000 for property tax relief. Brinkman said the Board identified other needs, such as planning for infrastructure and county facilities, through the budget process that could be funded with this money.

The Board will hold a public hearing on the budget at the August 29th County Board of Commissioners Meeting. Since the full Board will not be present at that meeting, there was consensus to adopt the budget at a special County Board of Commissioners Meeting on September 7th. The meeting will be held at 8:30 a.m. in Room 112 of the County-City Building.

The Chair exited the meeting at 10:16 a.m. and the Vice Chair assumed direction of the meeting.

4. SALE OF OLD 54TH STREET RIGHT-OF-WAY NEAR HICKMAN - Pam Dingman, County Engineer; Ken Schroeder, County Surveyor; Jim Shotkoski, Right-of-Way Division Head, County Engineering

Pam Dingman, County Engineer, restated Todd Buel's offer of \$10,000 for the County's surplus property on South 54th Street (the old South 54th Street right-of-way) north of the City of Hickman (see March 2, 2017 Staff Meeting minutes). **NOTE:** Buel is the adjacent property owner. Jim Shotkoski, Right-of-Way Division Head, had appraised the property at \$116,000 if it was to be used for industrial ground. Buel submitted a bid of \$3,000 at public auction of the surplus property. The Board rejected the bid and directed Dingman to communicate to Buel that it would be willing to accept \$17,760, the amount the County paid him eight years ago when it acquired the relocated South 54th Street ground (\$20,000 per acre on the north side and \$6,000 an acre on the south side). Buel indicated he was only willing to pay \$10,000. Dingman noted one of the conditions when the County vacated the right-of-way was that the lot would be replatted into one lot and it would only have one driveway onto the relocated South 54th Street, which is a major arterial. If the property is not sold to Buel, the County will have to provide Buel access to the two properties he currently owns which would result in two driveways along the curve (see map in agenda packet). She said she believes \$10,000 is the best offer the County will receive for the property.

MOTION: Schorr moved and Amundson seconded to follow the County Engineer's recommendation and accept the offer of \$10,000 from Todd Buel. Schorr, Brinkman, Amundson and Avery voted yes. Wiltgen was absent. Motion carried 4-0.

Brinkman exited the meeting at 10:24 a.m.

- 5. TRABERT HALL CHANGE OF ZONE AND SPECIAL PERMIT UPDATE**
- Steve Henrichsen, Development Review Manager, Planning Department;
Ed Zimmer, Planner II, Historic Preservation, Planning Department; Tom
Cajka, Planner I, Planning Department

Ed Zimmer, Planner II, Historic Preservation, Planning Department, gave an overview of the information that will be provided to the Lincoln/Lancaster County Planning Commission for its public hearing on August 30th on the request for a change of zone from Public (P) District to Residential (R-4) District, with local landmark overlay for Trabert Hall and the request for a special permit to continue using the building as offices or rehabilitate it as housing. **NOTE:** The Staff Reports may be viewed at: <http://lincoln.ne.gov/city/plan/boards/pc/agendas/2017/083017.htm>.

Brinkman returned to the meeting at 10:27 a.m.

Eagan agreed to represent the County at the Planning Commission Meeting.

Avery, who represented the Board at a neighborhood meeting on the proposed changes, said Lancaster Rehabilitation Center had concerns regarding the parking lot to the north. Zimmer said Planning Department staff provided the facility with information that shows there is a public easement and that it is public parking that will most likely be used by Trabert Hall occupants.

- 6. SPECIAL PERMIT NO. 17027, COMMUNITY UNIT PLAN (CUP) FOR FIVE DWELLING UNITS, SOUTHWEST 98TH STREET AND WEST YANKEE HILL ROAD** - Steve Henrichsen, Development Review Manager, Planning Department; Tom Cajka, Planner I, Planning Department

Tom Cajka, Planner I, Planning Department, gave an overview of County Special Permit No. 17027, Tallgrass Hills, a request for a community unit plan (CUP) at Southwest 98th Street and West Yankee Hill Road, noting 70% of the land will remain as open space (see agenda packet). Planning staff and the Planning Commission have recommended conditional approval of the special permit.

Cajka said Randy Overholt, a neighboring property owner, appeared before the Planning Commission after it had closed the public hearing on the special permit to testify in opposition. Cajka said Overholt indicated he has concerns regarding drainage and water contamination and he was advised to talk to County Engineering and the Health Department.

7. PROPOSED NEW REQUEST FOR PROPOSAL (RFP) PROCESS -
Suzanne Ideus and Sharon Mulder, Assistant Purchasing Agents

Suzanne Ideus, Assistant Purchasing Agent, presented information and a video regarding the Purchasing Department's new approach to issuing bids and request for proposals (RFP's) (see Exhibits C & D). She explained the new RFP documents will be more consistent, comprehensive, and defensible. Ideus indicated City and County departments have been testing the new documents as part of Phase I over the past few months and said the Purchasing Department would like to move forward with Phase II.

Schorr asked whether the new approach would also address the "back end", which she said involves compliance on existing contracts. Ideus said there would be more attention on the "front end" but said the contractor(s) performance ability would be strongly evaluated.

Ideus was asked to provide a presentation at the October Management Team Meeting.

8. POTENTIAL LITIGATION - Doug Cyr, Chief Deputy County Attorney;
David Derbin, Deputy County Attorney

MOTION: Schorr moved and Amundson seconded to enter Executive Session at 11:08 a.m. for the purpose of protecting the public interest with regards to potential litigation

It was noted the Executive Session will be proceeded by a five minute break.

The Vice Chair said it has been moved and seconded that the Board enter into Executive Session.

ROLL CALL: Brinkman, Amundson, Schorr and Avery voted yes. Wiltgen was absent. Motion carried 4-0.

MOTION: Brinkman moved and Schorr seconded to exit Executive Session at 11:28 a.m. Amundson, Schorr, Brinkman and Avery voted yes. Wiltgen was absent. Motion carried 4-0.

9. LEGISLATIVE RETREAT - Joe Kohout, Kissel/E&S Associates (Legislative Consultant)

Discussion took place with Joe Kohout, Kissel/E&S Associates, regarding the legislative retreat that will be held on September 21st at Cornhusker Bank (8310 "O" Street). Kohout stressed the importance of discussing property tax relief at the beginning of the retreat.

The following legislative proposals were mentioned:

- Appointed counsel costs
- Adequate mental health funding
- Statutory changes to implement a state-wide 24/7 Sobriety Program
- Requiring strict compliance with the waiting periods under the Tort Claims Act
- Juveniles being charged for not having a fishing license
- Outpatient restoration of competency
- Retain Legislative Bill (LB) 605 funding
- Funding for a Mental Health Court

Eagan said he will send a letter to directors and elected officials asking them if they have any legislative proposals.

Kohout suggested it would be helpful to have two Commissioners meet with Sheri Dawson, Director of the Division of Behavioral Health, Nebraska Department of Health & Human Services (DHHS) before the Legislative Retreat to discuss what that agency is doing to address the backlog at Lincoln Regional Center (LRC).

There was consensus to schedule a legislative education session for the Lancaster County delegation and to invite Sara Hoyle, Human Services Director, and Kim Etherton, Community Corrections Director, to participate.

10. ACTION ITEMS

There were no action items.

11. CHIEF ADMINISTRATIVE OFFICER REPORT

There were no reports.

12. DEPUTY CHIEF ADMINISTRATIVE OFFICER REPORT

A. Strategic Planning

It was clarified that Lane Gewecke Consulting will be conducting interviews with County Commissioners and County Board staff members as well as the heads of the following departments: Community Corrections, Corrections, Emergency Management, Human Services, Youth Services Center (YSC) and the Mental Health Crisis Center.

B. Staff Meeting Agenda Deadline

Ann Ames, Deputy Chief Administrative Officer, said the County Board is not meeting the publication deadline for the Staff Meeting agenda and suggested the Board consider setting a deadline for submission of items. Eagan said there is nothing in state statutes that requires the agenda to be published 24 hours in advance. Cori Beattie, Deputy County Clerk, commented that the attorneys hone in on the "reasonable advanced notice" language in Nebraska Revised Statute §84-1411 (Open Meetings Law).

Ames said having a deadline for submission of agenda items has been discussed. She said David Derbin, Deputy County Attorney, also suggested emailing the agenda at 3:00 p.m. on Tuesday to the parties that have items on the agenda to see if there are any corrections or additions.

Beattie felt it was important to distinguish between publishing and attachment deadlines. She said most weeks the County Clerk's Office doesn't receive the agenda 24 hours in advance of the meeting. Once the agenda is published it cannot be changed, therefore attachments that are received after that time must be treated as exhibits to the minutes. A copy of documents to be viewed by the Board should be provided to the County Clerk's Office prior to the meeting so that a copy can be made available for viewing by the public.

Brinkman noted that department heads may not have documents ready before the meeting but should understand that they may be more likely to get a decision from the Board on their item if they have provided the information in advance for review.

Eagan said he likes to add items to the agenda right up to the 24-hour deadline for changes to avoid having to delay them for a week. He said he doesn't believe that violates the Open Meetings Act.

Beattie noted an issue recently came up where a change was requested after the agenda was published. She noted the County Board Chair did not authorize the change as it would have been in violation of the Open Meetings Act.

Beattie also reported that County Clerk's Office staff recently attended a presentation on agenda creation and web publication software that could potentially create efficiencies for staff involved in those duties. She said some of the delay in the process involves getting the agenda documents web-ready which involves a degree of hypertext markup language (HTML) coding.

There was consensus to send a memo to departments strongly encouraging them to submit agenda items to County Board staff by a certain time.

C. Social Media Survey

Ames said she and Sara Alcorn, County Records Administrator, attended the City's records retention training and learned the City is looking at contracting with PageFreezer, a web and social media archiving service for regulatory compliance. She said information on personal social media sites, such as Facebook and Twitter, and text messages have to be retained if they reference County business, noting computers and cell phones can be seized and all of the content downloaded if there is a public records request. Ames said it puts the County in jeopardy when an individual is doing County business on personal social media and said that is occurring. She said she recently conducted a social media survey of all the department heads and the results were disappointing as some departments that are obviously using social media indicated they were not. Ames said she and Alcorn will work with the County Attorney's Office to create a social media policy and requested the Board's support.

Amundson asked whether having the County provide cell phones and laptops would help resolve issues. Ames said it depends on how they are used.

Alcorn appeared and said it is difficult to separate County business posts from personal posts when they are intermingled on personal social media. She said they currently have to do that for certain individuals for records retention purposes and it is very time consuming. Alcorn said text messaging is a different aspect. One solution would be to forward the text message to the individual's county email and reply from there. Ames said she believes it would be in Board members' best interest to have a separate County cell phone that is used for County business. Beattie suggested the Board could consider eliminating their Voice over Internet Protocol (VoIP) landline telephones at their desks and just use County cell phones if cost is an issue.

13. GENERAL ADMINISTRATIVE ITEMS

- A. County Board Representative for Lincoln Partnership for Economic Development (LPED) Meetings

There was consensus to have Brinkman represent the Board at the meetings.

- B. Nebraska Association of County Officials (NACO) Legislative Conference (October 12, 2017)

Schorr indicated plans to attend.

14. DISCUSSION OF OTHER MEETINGS ATTENDED

There were no meeting reports.

15. DISCUSSION OF BOARD MEMBER MEETINGS

A. Lancaster County Fairgrounds Joint Public Agency (JPA)

Meeting was cancelled.

B. Lincoln Partnership for Economic Development - Brinkman

Meeting will be held next week.

C. Railroad Transportation Safety District (RTSD) - Schorr, Wiltgen, Brinkman

Schorr said they set the levy to fund the projects shown in the 12-year capital improvement program (CIP).

16. SCHEDULE OF BOARD MEMBER MEETINGS

Informational only.

17. EMERGENCY ITEMS

There were no emergency items.

18. ADJOURNMENT

MOTION: Brinkman moved and Amundson seconded to adjourn the meeting at 12:18 p.m. Schorr, Brinkman, Amundson and Avery voted yes. Wiltgen was absent. Motion carried 4-0.


Dan Nolte
Lancaster County Clerk



aetna®

Count on Us

A Presentation to:

Lancaster County

AETNA / [08.2017]



We're here for you

Over 160 years of history with a strong
commitment to Public Sector and Labor

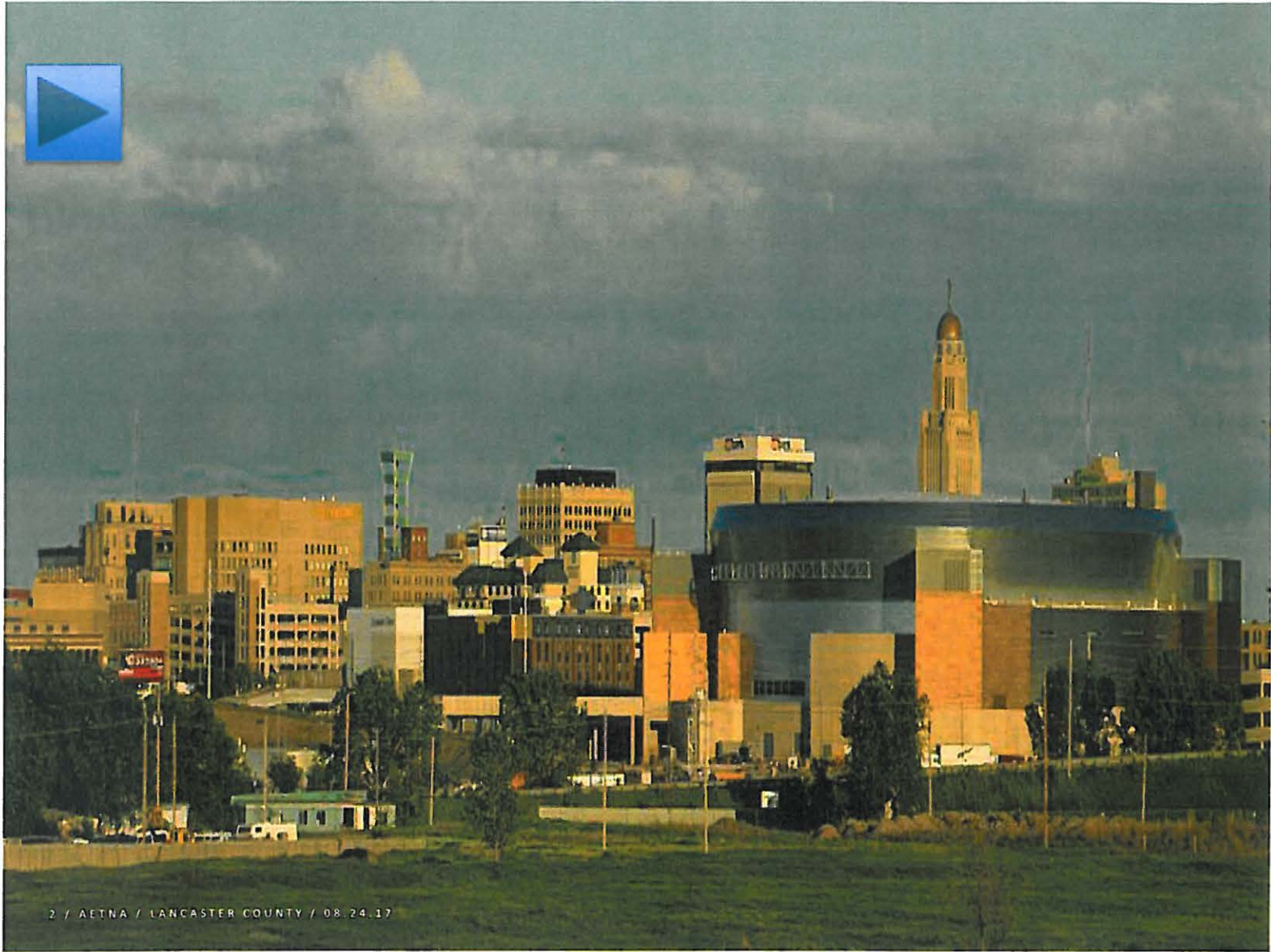
OVER
800

employees dedicated
to Public Sector and Labor

OVER
3.1M

Public Sector and
Labor members





Committed to your Community Nebraska



United Way
of the Midlands



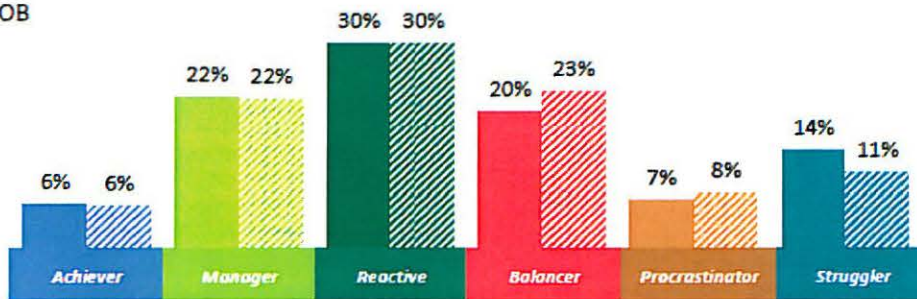


Consumer Segmentation

- Uses demographic data, claims and behavioral information to define six segments
- Defines smaller, clearly identifiable groups with similar needs, wants or demands
- Helps you prioritize and better serve your members
- Allows us to strategically plan, develop products and services, and better engage members.

Your Employees

■ Public
 ▨ P&L BOB



	Control		↔	Convenience	↔	Guidance
Barrier	Info is always changing	Worry over rising health care costs		Achieving work/life/health balance	Lack discipline to live healthier lifestyle	Organization & perceived lack of control
Utilization	Above average	Below average		Below average	Above average	Above average
Health Status	●	●		●	●	
Healthy Behaviors	●	●		●		●
Healthy Mindset	●	●		●	●	●

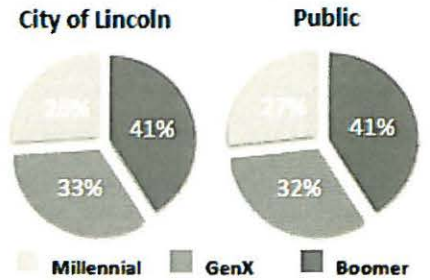
Low ● Moderate ● High

Total Medical Spend*

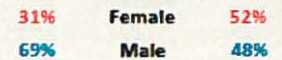


* Based on Aetna National Accounts, Middle Market, and Public and Labor membership

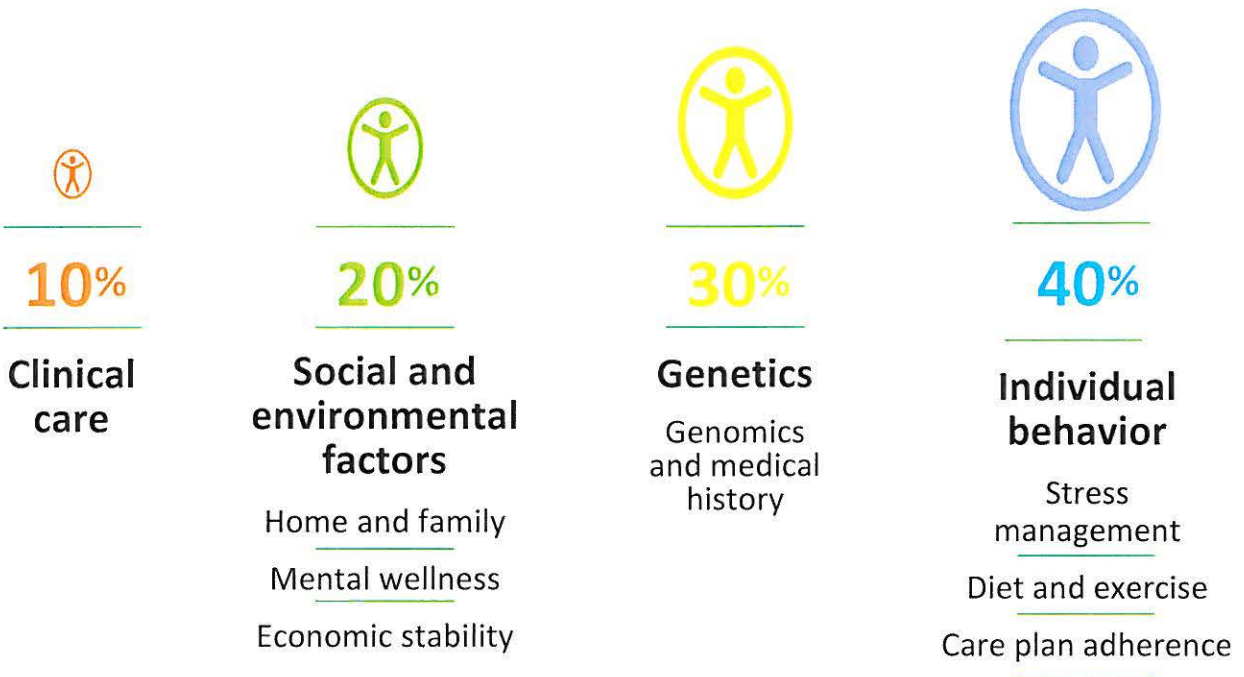
Generation



Gender



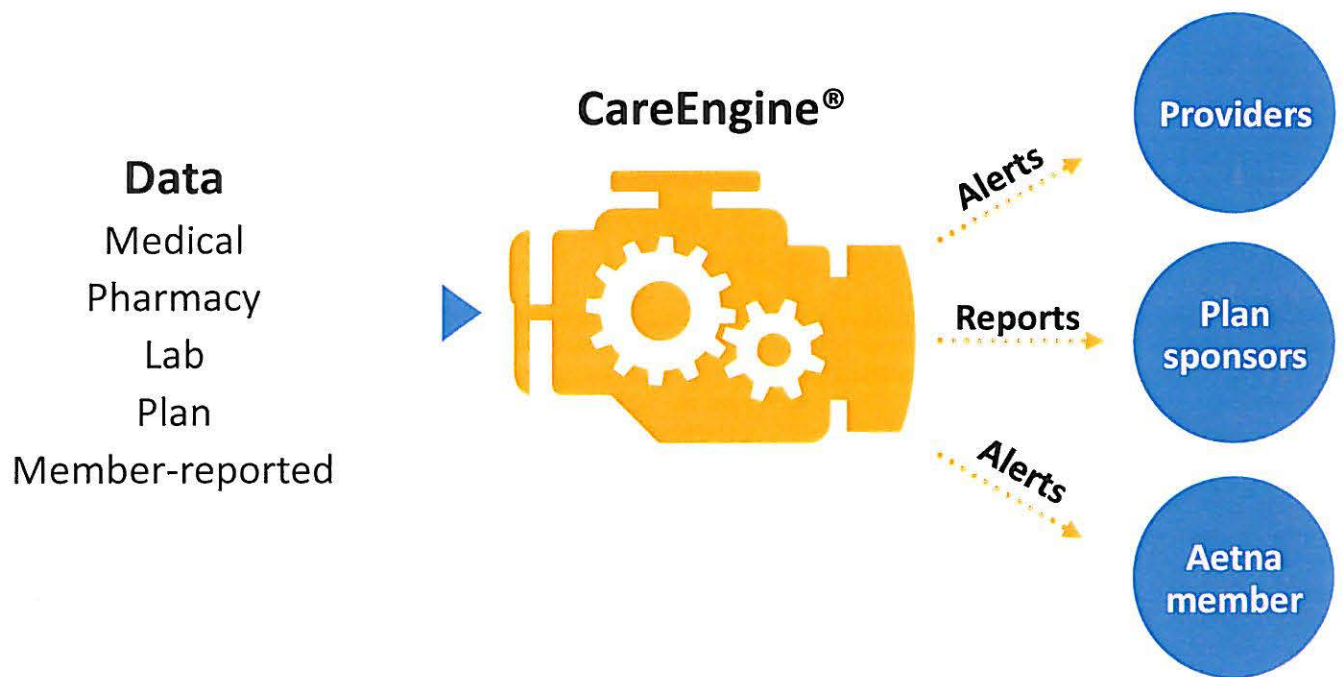
Factors that impact **health and longevity**



Count on us for
better quality care
management



Clinical intelligence with a healing touch



Care management

Progress with members in mind

Aetna In Touch CareSM

looks beyond conditions to
find members with acute
and chronic needs

**Disease
management**
teaches members to
manage specific
chronic conditions

**Case
management**
helps members
through acute,
costly episodes
of care

Aetna In Touch CareSM gives the right type and intensity of support

Finds the members who need the most help and can be positively impacted

Engages them with the right type and intensity of support

Helps with resources that benefit the whole family



Personalized care management

Aetna In Touch Care

97% member satisfaction¹

\$9.30 – \$15.70
PMPM savings²

Nurse in the family

Predictive modeling

Embedded Behavioral Health

Fully integrated member data

AbleTo

Condition agnostic

Personalized care plans (digital or nurse)

Motivational interviewing



¹Survey of members who were enrolled in self-insured commercial plans with Aetna In Touch Care Premier during 2015.

² Aetna In Touch Care Premier gross savings are based on a 2015 book of business study of 2014 customers in their first year. This is not a guarantee of savings.

The value of
pharmacy &
medical integration



Aetna offers the same capabilities as traditional PBMs

Network and formulary management

Utilization management programs

Home delivery and retail-90 options

Medication management programs

Condition management programs

Rebate management and pharmacy contracting

And many that they can't or won't

Superior collaboration with providers

Infusion site of care neutrality that directs members to low cost care that's in their best interest, not ours

Holistic approach that spans medical and pharmacy benefits

Earlier targeting and greater engagement of high risk members

Expanded access to data that enables more precise forecasting and risk projection

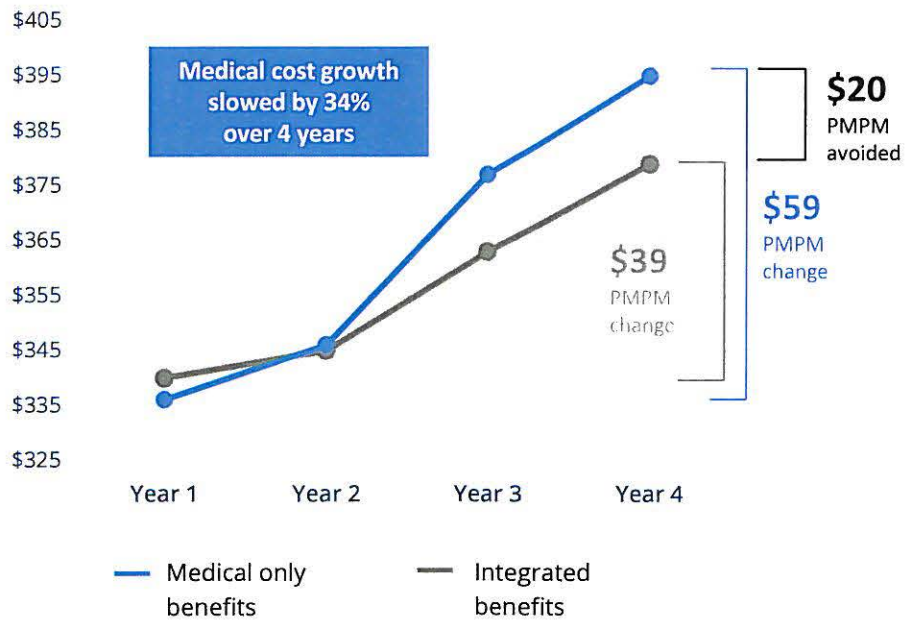
Focusing solely on unit pricing can be costly

Unit drug cost only tells one part of the story

A “pharmacy-only” view of savings fails to account for the relationship between pharmacy and medical care

Plan sponsors who carve out would need to receive at **least 22% in pharmacy cost reduction** to offset the increase in medical costs

Impact of carving out Aetna Pharmacy on Plan Sponsor medical costs 2012–2015, PMPM



1 Demonstrating the Value of Pharmacy & Medical Benefits Integration. Aetna. April 2017.

Proactively managing the specialty drug challenge

20% Expected annual growth in specialty drug costs through 2020

Maximize value

- Value-based contracting
- Expanded price protection in rebate contracts
- Fee schedule based contracting for physicians
- Preferred Specialty Pharmacy Network
- Preferred drug strategies to capture value of biosimilars

Ensure appropriate use

- Clinical coverage policies
- Precertification
- System checks for maximum unit thresholds
- System checks for experimental and investigational use
- Adjust to FDA changes in criteria

Merge medical pharmacy

- Consulting on site of care for infusion therapies
- Therapeutic-disease centric drug management criteria applied across medical and pharmacy benefit

Pharmacy efforts have reduced the cost to cure Hepatitis C Virus by **more than 66%**.

Best in class specialty management

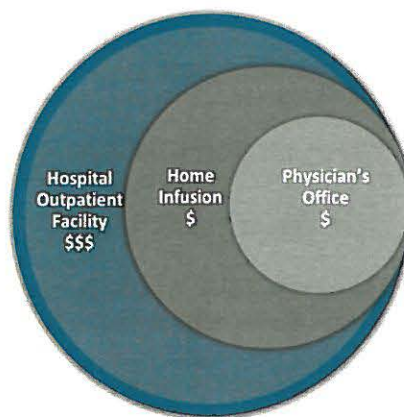
The results are undeniable. Our customers have a lower specialty pharmacy trend than the competition.

Aetna RxInsights Reporting October 2016; Express Scripts Drug trend report 2016

Specialty Pharmacy Trend



Delivering the right drug at the right site is most cost effective



\$37.9 million

saved in 2016, without member disruption

- Exondys 51
- IVIG
- Soliris



Shirley has Rheumatoid Arthritis

When her doctor changed her medication, she partnered with us to get the support she needed to manage her condition.

1. **Introduced** Shirley to support program
2. **Connected** her to her Aetna nurse
3. **Educated** her on her new medication
4. **Checked** for gaps in her care
5. **Discovered** Shirley's struggle with depression
6. **Referred** her to specialists for support
7. **Worked** with her providers to ensure success
8. **Encouraged** her to continue persevering

Count on us
to deliver
best-in-class
service



aetna

Find a Doctor | Contact Us | News & Events | Search

Individuals & Families | Employers & Organizations | Health Care Professionals | Producers | About Us

Log In/Register

Why choose us?

- 24/7 Talk to a nurse - 24/7
- Your health plan in your hand
- A personalized, secure health dashboard
- Cost estimates ahead of time
- Store and manage your records digitally

See all the reasons

aetna

My Aetna Navigator



I Need Care

Urgent Care, Doctor, Dental, Facility, ID Card



Manage My Claims

Claims, Submit a Claim, Explanation of Benefits



My Coverage, Cost

Plans, Deductibles, Co Insurance, Estimate Cost, NSA



Stay Healthy

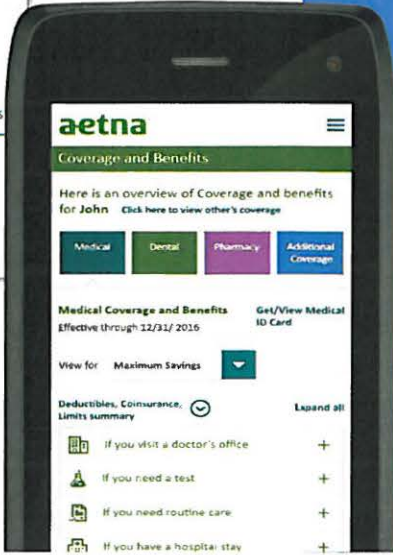
Health Assessments, Incentives, Documents, Programs to Manage the Health Condition



Manage My Prescriptions

Refill RX, Specialty RX

My e-Profile Access Card | Privacy Information | Legal Information | Higher Premiums | Member Tools/Link | Get Aetna Navigator | Home Security



Consistent experience across all Aetna platforms

A simpler, happier member experience

Aetna Navigator is everything you need
on one [member website](#)

Quality of care

- Educational support for treatment decisions
- Doctor search and comparison
- Doctor chat 24/7

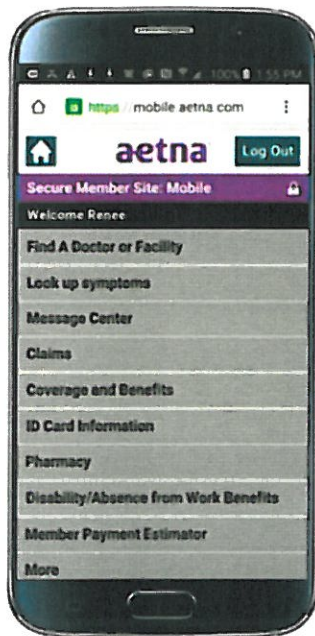
Cost of care

- Personalized out-of-pocket cost estimates
- Interactive enrollment and plan selection help
- Claims tracking and account balances

Quality **AND** cost

- Symptom, condition and medication look-up
- Personal concierge
- Digital ID cards
- Coverage and benefits information

Available on the go



92%
member
satisfaction¹

With the **Aetna Mobile app**,
your information travels with you

Compare costs and view claims status

Look up symptoms and find a doctor

Access your ID card and benefits info

Set up a chat with a real doctor

*Standard text messaging and other rates from your wireless carrier may apply. Estimated costs not available in all markets. The tool provides an estimate of what would be owed for a particular service based on the plan at that very point in time. Actual costs may differ from an estimate if, for example, claims for other services are processed after the estimate is provided but before the claim for this service is submitted. Or, if the doctor or facility performs a different service at the time of the visit.

¹APT Medical Member Middle Market Report Card 1Q – 4Q 2015 results. Results are based on a telephone survey of Aetna Medical Members – Middle Market conducted from February to November 2015 by DSS Research, a third-party market research vendor.

Research and compare costs

Member Payment Estimator

Real-time out-of-pocket estimates for
over 650 services*

Compare costs for up to 10 network
providers at once

Estimates based on actual benefits
plan, Aetna provider rates and claims
system

60%

of MPE users chose
care at a low- or
medium-cost
provider after using
the tool**

* Estimated costs not available in all markets. The tool provides an estimate of what would be owed for a particular service based on the plan at that very point in time. Actual costs may differ from an estimate if, for example, claims for other services are processed after the estimate is provided but before the claim for this service is submitted. Or, if the doctor or facility performs a different service at the time of the visit. HMO members can only look up estimated costs for doctor and outpatient facility services.

** Aetna Informatics & Product Strategy Member Payment Estimator Study, 2012.

Count on **your Aetna team**

Wellness and clinical team

Dr. Gerald Scallion

Cindy Clough , Wellness Consultant

Implementation, banking/billing and eligibility

Implementation Manager

Banking

Billing

Eligibility

Pharmacy account team

Kim Haywood, Pharm.D., Pharmacy Account Executive



Public and Labor account team

Brent Hunter, Market Head

Mike Boden, VP Client Management

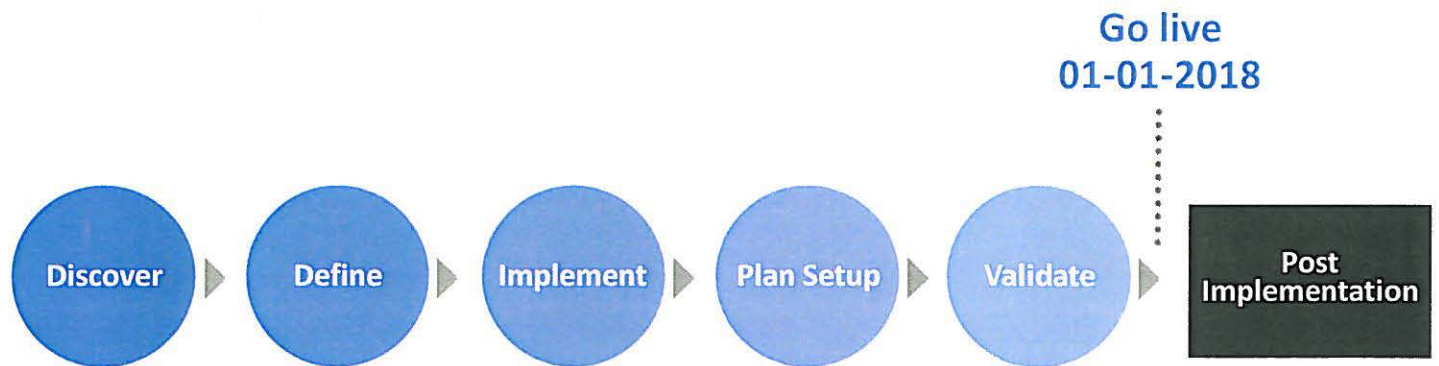
Tim Redmond, Account Executive

Tracy Biglow, Account Manager

Dedicated Plan Sponsor Liaison

Dr. Bill Deshazo, Aetna Informatics Lead

Let us do the heavy lifting for a proven smooth transition

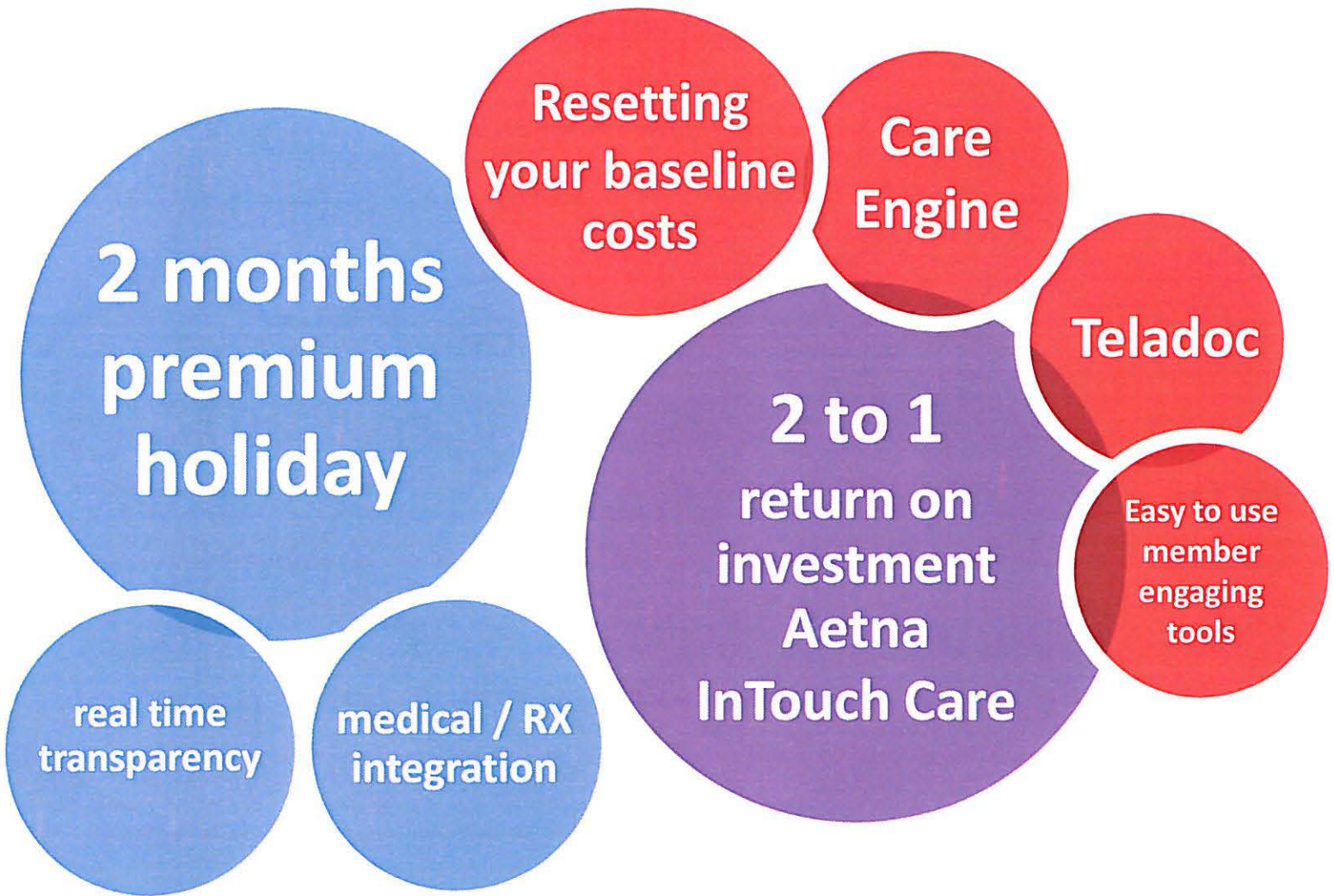


97% satisfaction with the implementation process

Count on to be the
partner who
delivers you
peace of mind



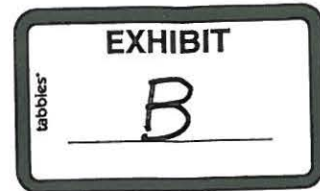
Choose Aetna as Your Trusted Partner



Questions?
Thank you

aetna®





LANCASTER COUNTY
2017-18 ALLOCATION OF LEVY

	<u>Valuation</u>	<u>Dollar Request</u>	<u>Debt Service</u>	<u>Amount Applicable to 15 cents</u>	<u>Tax Rate</u>	<u>Total Tax Rate</u>
Agricultural Society	25,434,293,250	230,414.14	-	230,414.14	0.000906	0.000906
Ag Society Capital	25,434,293,250	127,984.62	-	127,984.62	0.000503	0.000503
RRTSD	25,434,293,250	5,650,826.00	-	5,650,826.00	0.022217	0.022217
Public Building Commission	25,434,293,250	4,323,830.00	3,525,844.00	797,986.00	0.003137	0.017000
Lancaster Fairgrounds JPA	25,434,293,250	711,809.55	711,809.55	-	-	0.002799
Lancaster Correctional Facility JPA - City	20,516,934,853	2,886,600.00	2,886,600.00	-	-	0.014069
Lancaster Correctional Facility JPA - County	25,434,293,250	2,000,000.00	2,000,000.00	-	-	0.007863
Rural Library	4,917,358,398	771,442.00	-	771,442.00	0.015688	0.015688
Total Prior to Fire Districts					0.042452	
Bennet Rural Fire District	523,232,438	179,500.00	-	179,500.00	0.034306	0.034306
Firth Rural Fire District	352,971,126	221,850.00	102,581.00	119,269.00	0.033790	0.062852
Hallam Rural Fire District	260,827,561	113,220.00	-	113,220.00	0.043408	0.043408
Hickman Rural Fire District	565,684,243	187,430.00	34,230.00	153,200.00	0.027082	0.033133
Highland Rural Fire District	158,334,931	29,000.00	19,674.00	9,326.00	0.005890	0.018316
Malcolm Rural Fire District	292,297,416	232,660.00	-	232,660.00	0.079597	0.079597
Raymond Rural Fire District ***	417,069,630	571,949.03	134,259.03	437,690.00	0.104944	0.137135
Southeast Rural Fire District	492,658,361	157,000.00	-	157,000.00	0.031868	0.031868
Southwest Rural Fire District	702,965,488	406,035.00	88,045.00	317,990.00	0.045236	0.057760
Waverly Rural Fire District	439,051,106	55,856.72	-	55,856.72	0.012722	0.012722
*** Highest Fire District Levy					0.147396	
Total with Highest Fire District					0.147396	
Valuations						
Bennet RFD -		Firth RFD -		Hallam RFD -		
Lancaster	480,048,263	Lancaster	294,405,184	Lancaster	212,380,142	
Otoe	43,184,175	Gage	58,565,942	Gage	48,447,419	
	<u>523,232,438</u>		<u>352,971,126</u>		<u>260,827,561</u>	

	<u>Valuation</u>	<u>Tax Amount</u>	<u>Levy</u>	
Agricultural Society - General	25,434,293,250	230,414	0.000906	
Agricultural Society - Capital	25,434,293,250	127,985	0.000503	
Total		358,399	0.001409	
RRTSD	25,434,293,250	5,650,826	0.022217	
PBC - General	25,434,293,250	797,986	0.003137	
PBC - Bond	25,434,293,250	3,525,844	0.013863	
		4,323,830	0.017000	
Rural Library	4,917,358,398	771,442	0.015688	
Bennet Rural Fire District - General	523,232,438	59,500	0.011372	
Bennet Rural Fire District - Sinking	523,232,438	120,000	0.022934	
Total		179,500	0.034306	
Firth Rural Fire District - General	352,971,126	85,000	0.024081	
Firth Rural Fire District - Sinking	352,971,126	34,269	0.009709	
Firth Rural Fire District - Bond	352,971,126	102,581	0.029062	
Total		221,850	0.062852	
Subject to 15 cents		119,269	0.033790	
Hallam Rural Fire District - General	260,827,561	61,200	0.023464	
Hallam Rural Fire District - Sinking	260,827,561	52,020	0.019944	
Hallam Rural Fire District - Bond	260,827,561	-	0.000000	Did not include bond number - did not need for this calc
Total		113,220	0.043408	
Subject to 15 cents		113,220	0.043408	
Hickman Rural Fire District - General	565,684,243	128,900	0.022787	
Hickman Rural Fire District - Sinking	565,684,243	24,300	0.004296	
Hickman Rural Fire District - Bond	565,684,243	34,230	0.006051	
Total		187,430	0.033133	
Subject to 15 cents		153,200	0.027082	

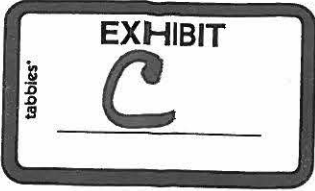
8/23/2017

Highland Rural Fire District - General	158,334,931	9,326	0.005890
Highland Rural Fire District - Bond	158,334,931	<u>19,674</u>	<u>0.012426</u>
Total		29,000	0.018316
Subject to 15 cents		9,326	0.005890
Malcolm Rural Fire District - General	292,297,416	178,980	0.061232
Malcolm Rural Fire District - Sinking	292,297,416	<u>53,680</u>	<u>0.018365</u>
Total		232,660	0.079597
Raymond Rural Fire District - General	417,069,630	204,000	0.048913
Raymond Rural Fire District - Sinking	417,069,630	233,690	0.056031
Raymond Rural Fire District - Bond	417,069,630	<u>134,259</u>	<u>0.032191</u>
Total		571,949	0.137135
Subject to 15 cents		437,690	0.104944
Southeast Rural Fire District - General	492,658,361	107,000	0.021719
Southeast Rural Fire District - Sinking	492,658,361	<u>50,000</u>	<u>0.010149</u>
Total		157,000	0.031868
Southwest Rural Fire District - General	702,965,488	209,926	0.029863
Southwest Rural Fire District - Sinking	702,965,488	75,934	0.010802
Southwest Rural Fire District - Ambulance	702,965,488	32,130	0.004571
Southwest Rural Fire District - Bond	702,965,488	<u>88,045</u>	<u>0.012525</u>
Total		406,035	0.057760
Subject to 15 cents		317,990	0.045236
Waverly Rural Fire District - General	439,051,106	55,857	0.012722

15 cents allocation:

Ag Society	0.001409
RRTSD	0.022217
PBC	0.003137
Rural Library	0.015688
Fire District - Max	<u>0.104944</u>
	<u>0.147396</u>
	0.002604

8/23/2017



2017 PURCHASING DEPARTMENT INITIATIVE

We are very excited to present the City and County with a new approach to issuing bids and RFP's which will save time and money based on a comprehensive, consistent and defensible process. We have combined sound procurement practices and proven results from other entities with the City Code and Charter and the County Purchasing Act in the RFP documents we are presenting today. The cornerstones of the RFP documents are:

COMPREHENSIVE

- The departments provide the information they have on an intake form in the areas of Qualifications, Technical, and Project Schedule to inform the Vendors of what it is they are seeking.
- The information in the Qualification, Technical and Project Schedule is then requested of the Vendor in the submittal section with specific requirements of what we expect to have submitted.
- The submittals carry over to the scoring sheets for written, and/or, oral interviews using a new electronic scoring system.

CONSISTENT

- The City and County departments will use the same template for the type of RFP they will be using (AE or Cost).
- Every template has all of the information in the same place with a searchable Table of Contents.
- Vendors will know where to look for key information and receive the same instructions for each project in which they issue proposals.

DEFENDABLE

- Having all of the documents the same and using the approach of evaluating what is requested and submitted reduces the risk of a Vendor claiming they were not given a fair chance.

The RFP process we have developed has been utilized in various forms over the last 6-8 months. The input we have received from those who have utilized the RFP has been incorporated into the two RFP documents in the attached packet.

We are now asking you to provide your feedback on the RFP process and documents as they are being proposed. The main focus of the review should be on the hilited areas which is where variable information will be completed by each department. If your department would like to meet with Purchasing to discuss the entire process, Suzanne and I are available to do so. We ask that reviews be completed and comments be sent via email or interoffice to Bob Walla or Suzanne Ideus by **September 15, 2017**. We will take this information and develop a final draft that will be used on a continuous basis.

Thank you for taking the time to review the RFP documents and provide feedback. We look forward to working with you on these documents and the proposed bid documents in the future. The following is a list of the documents attached for you to view in addition to reviewing the RFP's.

Order of Documents:

1. RFP with Cost (Review by Sept. 15 and provide feedback to Purchasing)
2. Cover sheet with instructions for all RFP's (Review by Sept. 15 and provide feedback to Purchasing)
3. RFP – Architect/Engineer Services (Review by Sept. 15 and provide feedback to Purchasing)
4. RFP Response Scoring Guides (Review by Sept. 15 and provide feedback to Purchasing)
5. RFP Point Distribution (Review by Sept. 15 and provide feedback to Purchasing)
6. RFP Evaluation Score Sheet (Review by Sept. 15 and provide feedback to Purchasing)
7. RFP Oral Interview Score Sheet (Review by Sept. 15 and provide feedback to Purchasing)
8. RFP Evaluation Scoring Summary
9. Sample Flow Chart – In development
10. Method of Procurement Color Scheme
11. Cover Sheets for Bid Types using Color Scheme
12. Draft Intake Form

Bob Walla
City/County Purchasing Agent
August 23, 2017

REQUEST FOR PROPOSALS

[CITY OF LINCOLN] [LANCASTER COUNTY]
[Project Title]
RFP [Number]

Issue Date: [Day], [Month] [Date], 2017

Closing Date and Time:
[Day], [Month] [Date], 2017 at 12:00 p.m. (CST)



Lincoln-Lancaster County Purchasing
[Agent's Name]
[Job Title]
440 S. 8th Street, Suite 200
Lincoln, NE 68508
402-441-8103

Table of Contents

GLOSSARY OF TERMS	i
I. PROJECT INFORMATION AND ESSENTIAL QUALIFICATIONS:	1
A. PROJECT OVERVIEW:	1
B. PROJECT/BACKGROUND INFORMATION:	1
C. RFP DOCUMENTS	1
D. AVAILABLE INFORMATION AND/OR IMPORTANT DOCUMENTS	1
E. CONTRACT PERIOD	1
F. ESSENTIAL QUALIFICATIONS AND EXPERIENCE:	1
II. PROCUREMENT PROCEDURE	3
A. AFFIRMATIVE ACTION	3
B. RFP APPROACH	3
C. SELECTION COMMITTEE	3
D. PROPOSAL PROCEDURE	3
E. PROPOSER'S OFFER AND REPRESENTATION	3
F. INDEPENDENT PRICE DETERMINATION	4
G. PROJECT TIMELINE	4
H. PROPOSAL SUBMISSION INFORMATION AND INSTRUCTIONS:	4
I. PROPRIETARY INFORMATION	5
J. RFP CLARIFICATION AND ADDENDA	6
K. PRE-PROPOSAL CONFERENCE	7
L. PRICES	7
M. ORAL INTERVIEWS	7
N. AWARD AND NEGOTIATIONS	8
O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS	8
P. ETHICS IN GOVERNMENT CONTRACTING	8
Q. DEVIATIONS FROM THE REQUEST FOR PROPOSAL	9
R. ANTI-LOYBBYING PROVISION	9
S. SITE VISITATION	9
T. REFERENCE CHECKS	9
U. ENTIRE AGREEMENT	9
III. PROJECT INFORMATION	10
A. PROJECT ENVIRONMENT & REQUIREMENTS	10
B. PROPOSED DEVELOPMENT APPROACH	10
C. TECHNICAL CONSIDERATIONS AND CHALLENGES	10
D. PROJECT WORK PLAN, MANAGEMENT AND IMPLEMENTATION	10
E. DELIVERABLES AND DUE DATES	11
IV. EVALUATION AND SUBMITTAL INFORMATION	12
A. SELECTION AND EVALUATION FACTORS:	12
B. PROPOSAL SUBMISSION AND FORMAT (NON-COST AND COST FACTORS):	12
V. CONTRACT RESPONSIBILITIES	16
A. INSURANCE REQUIREMENTS:	16
B. PERFORMANCE BOND	16
C. BID BOND	16
D. EQUAL EMPLOYMENT OPPORTUNITY	16
E. E-VERIFY	16
G. COOPERATION WITH CONTRACTORS	17
H. PERMITS, REGULATIONS, LAWS	17

I.	MATERIALS AND WORKMANSHIP	17
J.	INDUSTRY STANDARDS	17
K.	DATA PRIVACY	17
L.	SITE RULES AND REGULATIONS (IF APPLICABLE)	17
VI.	TERMS AND CONDITIONS.....	18
A.	CONFLICTING TERMS	18
B.	CONTRACT DOCUMENTS	18
C.	TERMINATION	18
D.	SUBJECT TO FUNDING / FUNDINGOUT CLAUSE FOR LOSS OF APPROPRIATIONS	18
E.	IMPLIED REQUIREMENTS	18
F.	CONTRACT MODIFICATION	18
G.	ASSIGNMENT	18
H.	LIQUIDATED DAMAGES	19
I.	LAWS	19
J.	SEVERABILITY	19
K.	LIVING WAGE	19
L.	INDEPENDENT CONTRACTOR	19
M.	STAFF QUALFICIATIONS	19
N.	OWNERSHIP	19
O.	CITY AUDIT ADVISORY BOARD	19
VII.	PAYMENT AND INVOICING.....	20
A.	PROHIBITION AGAINST ADVANCE PAYMENT	20
B.	TERMS OF PAYMENT	20
C.	TAXES AND TAX EXEMPT CERTIFICATE	20
D.	INVOICES	20
E.	INSPECTION AND APPROVAL	20
F.	PAYMENT SCHEDULE.....	21

GLOSSARY OF TERMS

(Following is a glossary of terms that are used in this RFP. Department should add terms that are specific to their RFP. All terms may not apply to this solicitation.)

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

Addendum: Something to be added or deleted to an existing document; a supplement to the originally published information.

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

Agencies: The [City of Lincoln], [Lancaster County] and the City of Lincoln/Lancaster County Public Building Commission – hereinafter referred to as Owner.

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

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

Amendment: A written correction or alteration to a contract document.

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

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP and associated documents in the Ebid system. The Owner reserves the right to reject any or all proposals, wholly or in part, or to award to multiple proposers in whole or in part. The Owner 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 proposer's competitive position. All awards will be made in a manner deemed in the best interest of the Owner.

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

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

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

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

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

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

City/County E-bid System: The internet based system used by the City of Lincoln and Lancaster County for soliciting bids, issuing requests for proposals and qualifications, providing access to contracts and communicating with bidders and proposers and for the electronic submission of proposals and bid responses.

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

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

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

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

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

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

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

Contract Award: Occurs upon execution of the [Select the correct authority and remove the others that are non-applicable] [City] [County] [City/County] document titled "Contract Documents" by the proper authority.

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

Contract Period: The duration of the contract.

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

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

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

Cost: See Price/Cost.

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

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

Department: A division of the City of Lincoln, Lancaster County, or City of Lincoln/Lancaster County Public Building Commission responsible for the entire procurement process from initiation to contract administration of the Purchase Order or Contract to be executed.

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

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

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

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

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

Installation Date: The date when the Contractor shall perform duties as outlined in the documents of the RFP, proposal and subsequent contract.

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

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

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the Owner with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

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

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

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

Notice to Proceed: A written notice sent to the awarded Contractor stating that work may commence on a certain date, following the complete execution of the contract.

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

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

Owner: Department to add the appropriate language that indicates the entity that is issuing the RFP – i.e. City of Lincoln or Lancaster County

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

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

Price/Cost: The cost for performing duties according to the terms of the proposal and subsequent contract as proposed by the proposer at time of RFP submission. Price may be negotiated following a recommendation of the Selection Committee. Price is an evaluation factor and is not evaluated by the Selection Committee with the other qualification factors. Price is normally submitted in a separate envelope and is completed according to the Cost Proposal Sheet included in the RFP documents.

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

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

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the City of Lincoln/Lancaster County/Lancaster County Public Building Commission under the contract for use by the City of Lincoln/Lancaster County/Lancaster County Public Building Commission.

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

Proposal: The offer submitted by a proposer in a response to a written solicitation.

Proposer: Company submitting a proposal to an RFP issued by the City/County Purchasing Department.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific

named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Public Proposal Opening: The process of unsealing written proposals and closing the RFP in the Ebid system at the time specified in the written solicitation.

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

Request for Proposal (RFP): A written solicitation for obtaining competitive offers utilizing qualifications and costs.

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

Responsive Proposer: A Proposer who has submitted an RFP response which conforms to all requirements of the solicitation document.

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

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

Should: Expected; suggested, but not necessarily mandatory.

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

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

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

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

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

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

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

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or distributor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

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

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

Will: See Shall/Will/Must

Work Day: See Business Day.

I. PROJECT INFORMATION AND ESSENTIAL QUALIFICATIONS:

A. PROJECT OVERVIEW:

The [City of Lincoln, Lancaster County, Lincoln/Lancaster County Public Building Commission – select correct entity], hereinafter called [Owner] [is] requesting proposals from qualified proposers to submit proposal responses for [type the name of the project].

The [Owner] intends to select a firm based on the evaluation criteria outlined herein which will accomplish the objectives of the project while incorporating innovative and cost effective methods.

The successful contractor(s) will be responsible for remaining on established schedules for all services rendered so as to meet the proposed schedule for the project deliverable(s).

B. PROJECT/BACKGROUND INFORMATION:

[Department to briefly describe background information that pertains to the characteristics of what necessitated the need for this project to be initiated, may also describe how current aspects are being handled]

C. RFP DOCUMENTS

Proposers are to promptly notify the Purchasing Department Staff, prior to the close of the RFP, of any ambiguity, inconsistency or error discovered upon examination of the RFP documents, including, but not limited to the information outlined herein and any information provided in Ebid.

D. AVAILABLE INFORMATION AND/OR IMPORTANT DOCUMENTS

Important Documents or Available Information: [Department may include a list of websites, CD's, etc. that can be accessed and/or made available to the Proposer upon request. List all specific document name and/or link(s) and remove language under Option 2. If this does not apply to the project, then select remove the Option 1 and retain language from Option 2.]

[Option 1] [Enter the name of the document] can be found here:

[provide the link here]

[Option 2] No additional documents or links being provided.

E. CONTRACT PERIOD

[Indicate contract period in yellow box in the appropriate option and remove the non-applicable option.]

[Option 1] The contract shall be for a period of [number] [#] year[s] from the date of contract execution with the option for [number] [#] [number] [#] year renewals if mutually agreeable between both parties.

[Option 2] The contract shall be for a period of [number] [#] [year[s]/days] from the date of contract execution.

F. ESSENTIAL QUALIFICATIONS AND EXPERIENCE:

[List all essential experience required to submit on this project. Note: This section is not intended to outline all of the information the respondent is to submit to substantiate they have the necessary qualifications and experience. This section is to inform prospective proposers of the minimum essential qualifications, in order to prevent unqualified proposers attempting to submit].

The Owner is seeking a contractor with a minimum of [number] [#] years of experience. [Note: Departments should refrain from restricting competition when determining the amount of time]

This RFP invites qualified proposers to submit proposals for accomplishment of the items of work described in Section III.

The scope of general and required services identified in this RFP are intended to serve as a general description of anticipated objectives and tasks.

The Owner will rely on the proposer's competence and experience to work with all Owner departments and divisions in meeting all necessary tasks, providing ongoing quality services and communicating successfully to provide the most effective and efficient products and/or services.

II. PROCUREMENT PROCEDURE

A. AFFIRMATIVE ACTION

The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all proposers and encourages minority businesses and women's business enterprises to participate in our bidding process.

B. RFP APPROACH

The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the Owner has the flexibility to negotiate with a select proposer to arrive at a mutually agreeable relationship.

The Owner reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the Owner.

C. SELECTION COMMITTEE

A Selection Committee will be assigned the task of reviewing the proposals received.

1. The Selection Committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
2. The Selection Committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

D. PROPOSAL PROCEDURE

All responses to electronic RFP's will be completed as outlined in this document and the specifications using a two-step process.

- 1) Proposers shall respond electronically to all attributes and addendums as required using the City/County Ebid system.
- 2) All written responses and information shall be mailed or delivered to the office of the Purchasing Division as outlined in the specifications unless other requirements are outlined in the Specifications.

Proposer shall submit complete sets of the RFP documents and all supporting material as indicated in the specifications. Any interlineation, alteration or erasure on the Specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the Specification document. Any amplified or qualifying information shall be on the Proposer's letterhead and firmly attached to the written response/offer document.

Proposed prices shall be submitted on the **ATTACHMENT 1 – COST PROPOSAL** with backup documentation on company letterhead in a separate envelope marked "COST PROPOSAL". COST PROPOSAL envelope must be submitted at the same time as the written proposal if the specifications indicate that price will be evaluated as part of the award criteria.

Response by a Proposer other than a corporation must include the name and address of each member. A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof. Any person signing a response for a company, corporation, or other organization must show evidence of his/her authority to bind such company, corporation, or organization.

Written or Ebid Proposals received after the time and date established for receiving offers will be rejected.

E. PROPOSER'S OFFER AND REPRESENTATION

The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the Owner(s) of purchase orders or other contract documents appropriate to the work.

No offer shall be withdrawn for a period of ninety (90) calendar days after the time/date established for receiving proposals, and each proposer agrees in submitting an offer.

Each proposer by signing and submitting an offer, represents that he/she has read and understands the proposal documents, and the offer has been made in accordance therewith.

Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements.

F. INDEPENDENT PRICE DETERMINATION

By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Proposer/Competitor; unless otherwise required by law, the prices which have been submitted in this offer have not been knowingly disclosed by the Proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the Proposer to induce any person or proposer to submit, or not to submit, a response for the purpose of restricting competition.

G. PROJECT TIMELINE

The tentative project schedule is listed directly below and is subject to change:

Departments may use any of the events listed below and may also add/delete/change to fit the needs of the project

ACTIVITY ITEM	DATE (TIME IF APPLICABLE)
Request for Proposal Issued	[Month day, year]
Pre-Proposal Meeting	[Month day, year and time] [or indicate "N/A"]
Last day to submit questions	[Month day, year]
Proposal Submittal Deadline	[Month day, year] 12:00 PM CST
Evaluation period	[Month day, year]
Short-list Notification (If applicable)	[Month day, year]
Interviews (If applicable)	[Month day, year]
Final Selection	[Month day, year]
Scope of services, negotiations and fee	[Month day, year]
Projected Notice to Proceed – Contract Execution	[Month day, year]
Deliverable Due Date(s) and/or Implementation Start and completion Date.	[Month day, year]

H. PROPOSAL SUBMISSION INFORMATION AND INSTRUCTIONS:

The RFP response shall conform to all instructions, conditions and requirements outlined in the RFP and related documents. Prospective proposers shall carefully examine all documents, attachments and requirements associated with this RFP and be responsive to each requirement in the format prescribed. Proposals that do not conform may be deemed non-responsive.

Proposals must be submitted via a written response AND an electronic Ebid response no later than [12:00 Noon on Month Day, Year] or if extended, then shall be no later than the closing date and time listed in Ebid. **No exceptions to this deadline will be given.**

Proposer shall provide [Enter number of copies and remove highlighting] - **one (1) original and [number] [#] hard copies** of the written proposal in an envelope clearly marked on the exterior ["RFP [Number, Project Name]"] and **one (1) USB drive** containing their full proposal with the written and Cost proposal.

Cost is evaluated independently from all other submittals; therefore, provide **one (1) hard copy** of all costs that can be incurred by the Owner for your products and services with the proposal in a **separate, SEALED envelope** marked "**ATTACHMENT 1 – COST PROPOSAL**".

Proposer must complete the **ATTACHMENT 1 – COST PROPOSAL** in the format provided. Detailed pricing information [may/shall] be noted on a separate sheet written on company letterhead and included in the sealed Cost Proposal envelope.

All hard copy documents that comprise the RFP response shall be delivered or sent to the address directly below:

[Agent's Name]
City of Lincoln Purchasing
440 S. 8th Street, Suite 200
Lincoln, NE 68508

Proposer must be registered on the City/County's Ebid site in order to respond to the above RFP.

1. To register, go to the City of Lincoln website www.lincoln.ne.gov
2. Type "bid" in the search box, click on the "Supplier Registration" and follow the instructions to complete the registration.

Proposer must also complete and submit the electronic portion (Attributes and Line Item section) of this proposal on the Ebid system. Electronic submittal must be submitted before the closing date and time of this RFP. Failure to submit a written and electronic response will result in the rejection of the proposal.

ALTERNATE PROPOSALS

[Department to choose if they will accept alternate proposals. If "yes", review and edit Option 1 language accordingly and delete Option 2. If "no", then delete Option 1 language and retain Option information]

[Option 1] Proposers may submit alternate proposals

1. Any and all alternate pricing proposals must still be provided in the same format with appropriate breakdown of pricing as requested for the "Attachment 1 - Cost Proposal", but shall be submitted in a separate sealed envelope clearly marked "Cost Proposal – Alternate" and labeled with the RFP Number and project title. Such alternate pricing must be delivered or mailed to the Purchasing Office within the same box/package as the other written proposal contents.
2. Submitting an alternate proposal does not require an additional Ebid submission.

[Option 2] No Alternate Proposals will be accepted for this project.

I. PROPRIETARY INFORMATION

City of Lincoln and/or Lancaster County, NE Issued 2/21/2017 In furtherance of Neb. Rev. Stat. §84-712 et seq., all proposals or responses received may be subject to a public records request. Responses to public records requests may include the entire proposal or response. bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to State law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.**

The City and/or County will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The bidder will be notified of the agency's decision. Absent a City and/or County determination that information is proprietary, the City and/or County will consider all information a public record subject to release regardless

of any assertion that the information is proprietary. If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in nondisclosure. To facilitate such public postings, with the exception of proprietary information, the City of Lincoln and/or Lancaster County reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents.

Any individual or entity awarded a contract, or who submits a proposal or response to this RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the RFP being found nonresponsive and rejected. Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the City and/or County and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the City and/or County, arising out of, resulting from, or attributable to the releasing of the contract or the proposals and responses to the RFP, awards, and other documents in accordance with the state public records laws.

J. RFP CLARIFICATION AND ADDENDA

Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of RFP and related bid documents.

Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing office to the attention of the contact name listed below at least five (5) calendar days prior to date and time for response receipt.

All inquiries regarding these specifications or other proposal documents shall be submitted in writing, via email, to the contact name listed below at the City/County Purchasing office:

Name: [Agent's Name]
Department: City/County Purchasing
Email [Agent's email address]

These inquiries and/or responses shall be distributed to prospective proposers electronically as addenda via the Ebid system.

All inquiries regarding the submission of the proposal through the Ebid system or providing written instructions of the submittals may be made via email or phone to the City/County Bid Line in the Purchasing Office:

Bid Line Phone Number: 402-441-8103

Interpretations, corrections and changes made to the RFP or Ebid documents will be made by electronic addenda in the Ebid system. Oral interpretations/changes to Specification Documents made in any other manner than written form, will not be binding on the Owner; Proposers shall not rely upon oral interpretations.

Addenda are instruments issued by the Owner prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.

No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.

Proposers shall verify addendum receipt electronically in Ebid system prior to RFP closing or RFP may be rejected

K. PRE-PROPOSAL CONFERENCE

[Department is to determine if there will or will not be a pre-proposal conference. Select the applicable option below, and delete the other two options. If a pre-proposal conference applies, complete the information highlighted in yellow. Note: Provide any other special instructions that the proposer should know regarding a pre-proposal conference.]

[Option 1] There will be a **non-mandatory** pre-proposal conference for this RFP. See below for specific information.

[Weekday, Month day, year, time]
[Building Name]
[Street Address and Room Number]
[City and State]

[Option 2] There will be a **mandatory** pre-proposal conference for this RFP. **Proposers who do not attend the conference will not be eligible to submit a proposal response.**

[Weekday, Month day, year, time]
[Building Name]
[Street Address and Room Number]
[City and State]

[Option 3] There will not be a pre-proposal conference for this RFP.

L. PRICES

[PRICES MAY BE FIXED FOR THE TERM OF THE CONTRACT OR YOU CAN INCORPORATE PRICE INCREASES. THERE IS NO REQUIRED METHOD TO DO PRICE INCREASES, BUT IT IS RECOMMENDED THAT YOU BE ABLE TO CALCULATE THE TOTAL CONTRACT COST THROUGH THE TERM OF THE CONTRACT BASED ON THE PRICING SCHEME SUBMITTED.]

[Option 1] All prices, costs, and terms and conditions outlined in "**Attachment 1 – Cost Proposal**", and/or revised during negotiations shall remain fixed and valid commencing on the opening date of the proposal until termination of the contract / an award is made or the RFP is cancelled.

[Option 2] Prices quoted on "**Attachment 1 - Cost Proposal**" form shall remain fixed for the [number] [#] year[s] of the contract period. Any request for a price increase subsequent to the [number] [#] year[s] shall not exceed [percent] [%] of the previous Contract period and must be submitted in writing to City/County Purchasing a minimum of 120 days prior to the end of the current contract period, and be accompanied by documentation justifying the price increase. [If there is specific documents that you want/need to see then identify them here] Further documentation may be required by the Owner(s) to justify the increase. The Owner(s) reserves the right to deny any requested price increase. No price increases are to be billed to any Owner/Department prior to written amendment of the contract by the parties.

[Option 3] [Draft your own clause]

M. ORAL INTERVIEWS

The Owner may determine after the completion of the Written Evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful Contractor.

In the event that interviews are conducted, all proposers may not be granted an opportunity to interview/present and/or give demonstrations; the Owner reserves the right, in its discretion, to select only the top scoring proposers to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the written evaluation.

1. The Owner will contact those short-listed proposers to schedule interviews.
2. Interviews will include a formal presentation and a question and answer session based upon subject matter provided by the Owner in advance of the interview.

The presentation process will allow the proposers to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Proposer's key personnel, identified in their proposal, may be requested to participate in the structured interview to ascertain their understanding of the requirements of this proposal, their authority and reporting relationships within their company, and their management style and philosophy. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the proposer, but the owner reserves the right to refuse or not consider the offered materials. Proposers shall not be allowed to replace their written proposal information by altering or amending the proposals in the interview process.

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

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

The Owner will contact the awarded contractor, by email, after all the interviews have been completed and the Owner has had sufficient time to discuss and rank the proposers.

N. AWARD AND NEGOTIATIONS

The resulting contract from this RFP will be awarded to the proposer who has been deemed responsible, responsive to the requirements outlined herein, received the highest ranking scores, and whose services and/or products have been determined by the Selection Committee to be the most advantageous to the Owner.

Such determination that identified the highest ranked proposer offering shall be based on the selection committee's resulting scores from the evaluation criteria set forth in **Section IV.** and also proposers' performance in any oral interviews conducted.

The Owner reserves the right to make an award based on the "written evaluation" without holding oral interviews. Whereby, the scores from the "written evaluation" shall be the final ranking of the best qualified proposer.

The successful Proposer shall receive information from the Owner and/or meet with Owner's Representative(s) to negotiate an initial detailed work plan, finalize the scope of services and the Cost Proposal.

If the Owner is unable to arrive at a mutual agreement with the top ranked proposer, the Owner retains the sole right to move on to negotiations with the second (then third, etc.) ranked proposer. Contract to be executed will be based on a Cost Proposal/Fee Schedule with a "not to exceed total" for total expenditures agreed upon in negotiations.

O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

Proposer shall respond to the Attribute in Ebid regarding Sole Proprietorship and complete all documentation as required by the State of Nebraska as instructed.

P. ETHICS IN GOVERNMENT CONTRACTING

The Owner(s) reserves the right to reject proposals, overturn an award notification and/or terminate a contract if it is discovered that a Proposer commits or has committed ethical violations, such as but not limited to, the following offenses:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the procurement process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the procurement process.
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any local, state or federal entity;
4. Submitting a proposal on behalf of another party or entity; and

5. Collusion with any person or entity to influence the procurement process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair competitive advantage, subvert the RFP or prejudice the Owner.

Q. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Proposer must include any deviations from the RFP on company letterhead and attach to the section as required in the Submittal portion outlined herein. Failure to include deviations will be interpreted to infer that proposer agrees to all terms as outlined in the Specifications and RFP documents with no exceptions.

The Owner reserves the right to accept or reject the deviations according to the best interests of the Owner.

Deviations that are not acceptable to the Owner and are not negotiable by the awarded proposer may result in rejection of RFP as Non-Responsive.

R. ANTI-LOYBBYING PROVISION

During the period between the advertised date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any City/County Elected Official or Owner Staff except in the course of Owner-sponsored inquiries, briefings, interviews, or presentations sent or provided directly to the City/County Purchasing Department

S. SITE VISITATION

Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance. The Proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

If the project is in a designated non-public area, Proposers are not allowed to visit the sites with the exception of a Pre-Proposal Meeting or upon written approval by the City/County Purchasing Department.

T. REFERENCE CHECKS

The Owner reserves the right to conduct and consider reference and credit checks. The Owner reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this RFP, the proposer grants to the Owner the right to contact or arrange a visit in person with any or all of the Proposer's clients. Unsatisfactory information obtained from any reference and/or credit checks performed may be grounds to reject a proposal, withdraw Intent to Award or rescind the award of a contract.

U. ENTIRE AGREEMENT

The resulting contract awarded shall constitute the complete and entire agreement between the Owner and the successful Contractor and supersedes any prior representations, understandings, communications, commitments, agreements or Proposals, oral or written that are not incorporated as a part of the Contract. See "Sample Contract" in the Attachment section of the Ebid system.

III. PROJECT INFORMATION

[This suggested outline is to be utilized by the departments to describe their specific needs to the bidders for the project. THIS MAY BE CHANGED OR EXPANDED UPON DEPENDING ON THE NEEDS OF THE DEPARTMENT.]

Proposers are to review this section, prepare and submit a "Technical Proposal" outlining detailed responses to items **A. through E.** listed below. Submittals within **TAB 2** of the Proposal response shall correspond with this information. [Department to insert this language in the applicable sections where a proposer response is required]

A. PROJECT ENVIRONMENT & REQUIREMENTS

1. SCOPE OF WORK
Provide detailed information of the breadth of the project requirements. Proposers should be able to review this section and discern as to their interest in submitting a proposal.
2. PROJECT ENVIRONMENT
Describe the work product that formally documents the environment(s) that will be produced and possibly delivered during a project.
3. PROJECT REQUIREMENTS
Conditions or tasks that shall be completed to ensure the completion and success of the project. They provide objectives of what work needs to be done. Further, the intent is to align the project's resources against the objectives.
4. BUSINESS REQUIREMENTS
The critical activities to be performed that meet the objectives of the organization. Details the business solution for the project including documentation of the departments needs and expectations.

B. PROPOSED DEVELOPMENT APPROACH

1. PROPOSED RESOLUTION
Detailed explanation that the respondent shall provide their proposed resolution to a problem, issue and a presentation of innovative and creative ideas on how to accomplish each of the objectives of the project.

C. TECHNICAL CONSIDERATIONS AND CHALLENGES

1. TECHNICAL REQUIREMENTS
Describe the technical requirements that pertain to the technical aspects that the system or services must satisfy, such as performance, reliability and availability issues.
2. EVALUATE CURRENT PROJECT ENVIRONMENT
Critical examination of a program, system or service. It focuses on collecting and analyzing information about a program's activities, characteristics and the ultimate outcomes. The purpose is to make assessments about a program, identify how to improve its effectiveness and/or inform important considerations/decisions.

D. PROJECT WORK PLAN, MANAGEMENT AND IMPLEMENTATION

1. WORK PLAN
Organization of the project and outline of what the proposed work plan needs to contain, how they intend to complete a quality project within a specified timeframe and also be in compliance with a budget (The plan should focus on the timeline and budget).
2. PROJECT PLANNING AND MANAGEMENT
Relates to schedules such as charts to plan and ultimately develop progress reports within the project environment. The project scope has been defined and the appropriate methods for completing the project are determined.

3. **PERFORM IMPLEMENTATION**

Develop language on how the implementation needs to be handled, important considerations, steps involved and methodology.

4. **PROVIDE POST IMPLEMENTATION SUPPORT**

Indicate detailed expectations on how, if any, post implementation support will need to occur and any coordination efforts between the department and the successful Contractor.

E. DELIVERABLES AND DUE DATES

1. **DELIVERABLES (REQUIRED)**

(THIS IS WHAT THE SUCCESSFUL CONTRACTOR IS SUPPOSED TO DO OR PROVIDE) Example: A tangible item or report that must be delivered under the terms of the resulting contract agreement.

IV. EVALUATION AND SUBMITTAL INFORMATION

A. SELECTION AND EVALUATION FACTORS:

Proposals that do not meet the minimum requirements as outlined herein and related Ebid attachments may be deemed non-responsive and may not be evaluated by the Selection Committee.

1. Proposals deemed to meet the requirements shall be evaluated by a Selection Committee and will be scored for each of the following areas to determine the selection of the proposer ranked "first":
 - a. Experience, Proposed Staff Management Approach and Subcontractors;
 - b. Technical Proposal;
 - c. Project Schedule;
 - d. Quality, Organization and Completeness of Proposal Response;
 - e. Cost Proposal; and
 - f. Oral Interviews (if necessary)
2. The selection criteria for the "written evaluation" is listed directly above in a. through e. and shall be the basis for an award or the determination for the proposers to be short-listed for personal interview.
3. If interviews are conducted, the scores from the "written evaluation" and "oral interviews" shall be added together for a cumulative total and final ranking of the best qualified proposer.
 - a. If interviews are not conducted, the scores from the "written evaluation" shall be the final ranking of the best qualified proposer.

B. PROPOSAL SUBMISSION AND FORMAT (NON-COST AND COST FACTORS):

Proposer shall submit the requested number of proposal response copies and contents shall be presented in a quality manner that is clear and concise. **Proposal responses that do not contain each of the categories and items as listed below may be deemed to be non-responsive.**

Contents shall be placed in separate sections, properly organized in order by category as listed with each individual section tabbed and labeled as indicated.

Proposals shall be limited to [#] double-sided pages of content (excluding tabs, cover, title pages and appendices). Minimum 10pt Arial or Calibri font style and size, 8 ½ x 11 paper, [single or double spaced].

The information being requested in each of the respective Non-cost [items 1 through 5] and Cost factor [item 6] categories listed below in [1 through 5] shall be used as the primary basis in the determination of the Proposer's ranking in the "Written Evaluation".

1. Include the following documents within the Proposal Response - **(No TAB - Place these documents between the Front Cover and TAB 1 of the Proposal).**
 - a. Letter of Interest;
 - b. A summary of the following information about your company:
 - i. Company name, address and telephone number;
 - ii. Years established and former names of your company;
 - iii. Types of services your company is particularly qualified to perform;
 - iv. Average number of staff employed.
 - c. Any and all deviations from the RFP shall be declared on company letterhead with reference to the affected document(s) and section(s).
2. **EXPERIENCE, PROPOSED STAFF MANAGEMENT APPROACH AND SUBCONTRACTORS – (TAB 1 OF PROPOSAL RESPONSE)** – This section shall consist of the following information about each sub-category listed. **[The sub-categories may be altered to provide greater or lesser definition for scoring purposes]**
 - a. **Summary of Proposer's Experience:**

The proposer shall provide a summary matrix listing their previous projects similar to this RFP in size, scope, and complexity. The Owner will use at least two (2) and no more than three (3) narrative project descriptions submitted by the proposer during its evaluation of the proposal.

The proposer shall address each of the following:

- i. Provide detailed narrative descriptions to highlight the similarities between the proposer's past performance/experience and this RFP. These descriptions should include:
 - a) The time period of the project;
 - b) The scheduled and actual completion dates;
 - c) The proposer's responsibilities;
 - d) Company name (including the name of a contact person, a current telephone number, and e-mail address); and
 - e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a proposer performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
 - f) Current projects and estimated costs of each.
 - g) Any other specialized qualifications which your company might possess which would be of benefit to the project, related to the core requirements as listed.
- ii. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.
- iii. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

b. Summary of Proposer's Proposed Staff Management Approach and Subcontractors

- i. The proposer shall present a detailed description of its proposed approach to the management of the project.
- ii. The proposer shall provide information to substantiate that they have sufficient professional staff to meet proposed schedule. Proposer shall identify the specific professionals who will work on the Owner's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the Owner's project should be identified in full, with a description of the team leadership, interface and support functions and reporting relationships. The primary work assigned to each person should also be identified.
- iii. [Department to determine applicability of this section – if no resumes are required, then remove sections iii, iv and v directly below.] The Proposer shall provide resumes for all key personnel proposed to work on the project. The Owner will consider the resumes as a key indicator of the Proposer's understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.
- iv. Resumes should not be longer than one (1) double-sided page. Resumes should include, at a minimum, individual's name, experience and length of service with the company, 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. Provide the qualifications of these individuals, including a summary of their experience with related work and their available capacity to perform this work.

Any changes in proposed personnel shall only be implemented after written approval from the Owner.

- v. Respective resumes for all key personnel to be used may be placed in the Appendix – TAB 4 of the Proposal Response. Resumes are not part of the total page count as listed in Section B.

Subcontractors:

If the Proposer intends to subcontract any part of its performance hereunder, the Proposer shall provide:

- i. name, address and email address of the Subcontractor(s);
- ii. list of specific tasks that will be performed by each Subcontractor(s)
- iii. percentage of performance hours intended for each Subcontract; and
- iv. total percentage of Subcontractor(s) performance hours.

3. TECHNICAL PROPOSAL – (TAB 2 OF PROPOSAL RESPONSE)

The technical proposal section submission shall include each of the items listed below – See information regarding these categories in Section III. – PROJECT INFORMATION. [These are the items the respondent shall submit, at a minimum, to demonstrate their understanding and present their approach to be scored on this section, departments may add any additional submittals necessary to this list – corresponds with Section III.]

- a. Understanding of the project environment and requirements;
- b. Narrative describing proposed development approach;
- c. Technical considerations and any potential challenges;
- d. Detailed project work plan, management and implementation to demonstrate assurance and competency in successful completion; and
- e. [Deliverables and/or due dates]; and
- f. Other [Department may request other additional materials, with the exclusion of proposed fees as may be required in the scope of services – add information required to be submitted, but it must correspond with Section III.]

4. PROJECT SCHEDULE – (TAB 3 OF PROPOSAL RESPONSE)

- a. Proposer must include a detailed schedule of work, activities and confirmation of willingness and capability to meet the time requirements expressed in the scope of services.
- b. Submit information that describes performance record for timeliness.
- c. Outline the current projects which are being conducted from the location of the Proposer's office responding.

5. APPENDIX – (TAB 4 OF PROPOSAL RESPONSE)

[If no resumes are being requested, remove number 5. Appendix and then there will be no TAB 4 requested from the respondents. Note: This section may also be used to request how you want miscellaneous information that doesn't fit into one of the other tabs. Other examples may be samples of a product]

- a. Resumes to be submitted for qualifications of proposed key staff.

6. "ATTACHMENT 1 - COST PROPOSAL" (COST FACTOR) – PLACE IN A SEPARATE SEALED ENVELOPE WITHIN THE RFP PACKAGE. [Department to select a format for the layout of "ATTACHMENT 1 – COST PROPOSAL". The document must include a position for the "Total Cost" along with any required breakdown of pricing needed.]

***Important – Proposers MUST complete the "Attachment 1 – Cost Proposal" form found in the Attachment section of the E-bid system, following the instructions as indicated within**

the form the correct format and in its entirety. Proposers may attach additional documentation as required on company letterhead and place ALL Cost Proposal components in a separate sealed envelope within the hard copy, RFP package. The cost proposal shall not be marked as Proprietary.

1. **PRICING SUMMARY**

The Cost Proposal shall present a total fixed price to perform all of the requirements of the RFP. The proposer must include details in the Owner's Cost Proposal template supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and unit costs. When an arithmetic error has been made in the extended total, the unit price will govern.

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

2. **PRICES**

Prices quoted for products shall be net, including transportation and delivery charges fully prepaid by the contractor, F.O.B. destination named in the RFP. No additional charges will be allowed for packing, packages, or partial delivery costs.

3. *Note:* The "Cost Proposal" is only one (1) factor in the selection criteria and evaluation process (including Oral Interviews).

V. CONTRACT RESPONSIBILITIES

A. INSURANCE REQUIREMENTS:

[Departments are to contact Risk Management for specific details on required coverage – based on the guidance received and coverages desired, select the applicable boxes in the E-bid Attachment and submit to Purchasing.] Prior to the execution of the contract resulting from this RFP, the successful Proposer will be required to provide proof of insurance that is compliant with the “INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUUILDING COMMISSION CONTRACTS” as in the Attachment section of the E-bid system.

Proposers are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to RFP closing date and time in order to expedite the contract execution process.

B. PERFORMANCE BOND

[If a Performance Bond shall be required, use the following language and insert this language]

[Option 1] A performance bond in the amount of [\$] will be required with the contract documents from the awarded Contractor at time of contract execution. Such bond will be claimed by the Owner in the event the Contractor defaults on the contract obligations and the Owner must locate similar services with a different contractor/source to restore the same or similar services. “FORM B – PERFORMANCE BOND”

[If no performance Bond is needed for this project, delete all of the language in Option 1 and retain the language for Option 2]

[Option 2] No Performance Bond is required for this project.

C. BID BOND

[If a bid bond will be required for this project complete/include the language in option 1 and remove option 2. If no Bid Bond will be required for this project, complete/leave option 2 and remove option 1.]

[Option 1] A bid bond or certified check in the sum of five percent (5%) of the total amount of the RFP is made payable as a guarantee of good faith prior to the RFP opening. Refer to the Ebid Attribute for details related to submission of bid bonds.

[Option 2] No Bid Bond will be required for this project.

D. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

E. E-VERIFY

In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.E-VERIFY.

G. COOPERATION WITH CONTRACTORS

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

H. PERMITS, REGULATIONS, LAWS

The Contractor must comply with all current Local, State and Federal requirements necessary to perform all duties and requirements of the resulting contract. The Contractor shall be responsible for obtaining and paying for all royalties, licenses, permits and approvals necessary for the execution of the contract. The Contractor guarantees that it has the full legal right to the materials, supplies, equipment, software and other items used in performing all aspects associated with the contract.

I. MATERIALS AND WORKMANSHIP

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by the resulting Contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under the RFP Specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary any defective work, material etc. if in the opinion of the department and/or Purchasing said issue is due to imperfection in material, design, workmanship or Contractor fault.

J. INDUSTRY STANDARDS

If not otherwise provided, materials or work outlined for the resulting contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

K. DATA PRIVACY

Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

The Proposer agrees to hold the Owner harmless from any claims resulting from the Proposer's unlawful disclosure or use of private or confidential information.

Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.

If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

L. SITE RULES AND REGULATIONS (IF APPLICABLE)

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

VI. TERMS AND CONDITIONS

A. CONFLICTING TERMS

To the extent other terms and conditions attached hereto conflict with the terms and conditions stated herein, the resulting contract agreement shall control.

B. CONTRACT DOCUMENTS

The Contract Documents comprise the Contract, and consist of all documents contained in the E-bid and documents submitted by the proposer during the RFP process.

C. TERMINATION

[Department to determine number of days of notification for termination by either party and also number of days for compliance following cure notice, complete the areas highlighted in yellow and remove the outer brackets.]

This Contract may be terminated by the following:

1. Termination for Convenience. Either party may terminate this Contract upon [thirty (30)] days written notice to the other party for any reason without penalty.
2. Termination for Cause. The Owner may terminate the Contract for cause if the Contractor:
 - a. Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - b. Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - c. Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owner will provide the Contractor written notice of said breach or default and allow the Contractor [ten (10)] days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

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

In the event that funding is not available to continue with services as written, the Owner(s) reserve the right to cancel the contract for convenience with no financial obligation to the Contractor, Subcontractors or other stakeholders besides the amount due for services rendered prior to notice of cancellation.

The Owner(s) may terminate the resulting contract in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the Owner(s). In the event of unavailability of funds to pay any amounts due under the resulting Contract, the Owner(s) shall immediately notify the Contractor and the resulting contract shall terminate without penalty or expense to the Owner(s). Upon termination, the Owner(s) shall pay Contractor for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by the resulting Contract.

E. IMPLIED REQUIREMENTS

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the RFP documents, shall be included.

F. CONTRACT MODIFICATION

The resulting contract shall be modified only by the written agreement and approval of the parties through a contract amendment. No alteration variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties through a contract amendment. Every amendment shall specify the date on which its provisions shall be effective.

G. ASSIGNMENT

The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the Owner.

H. LIQUIDATED DAMAGES

If liquidated damages shall be applied to this project, indicate the amount

Option 1 Failure to complete the project by the dates specified in the contract shall result in the charging of liquidated damages in the amount of [dollar amount] per [day].

Option 2 No liquidated damages are associated with this project.

I. LAWS

The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

J. SEVERABILITY

If any provision of the resulting contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of the resulting contract shall be enforced to the fullest extent permitted by law.

K. LIVING WAGE

The Contractors agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July. This provision is only applicable to City of Lincoln projects.

L. INDEPENDENT CONTRACTOR

It is the express intent of the parties that the contract awarded shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owner and employees of the Owner shall not be deemed to be employees of the Contractor. The Contractor and the Owner shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owner's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

M. STAFF QUALIFICATIONS

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be the employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the awarded contract may result in termination of the contract or damages.

N. OWNERSHIP

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under the contract resulting from this RFP shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using department.

O. CITY AUDIT ADVISORY BOARD

All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/purchase order, as allowed by law. This provision is only applicable to City of Lincoln Projects.

VII. PAYMENT AND INVOICING

A. PROHIBITION AGAINST ADVANCE PAYMENT

Owner will not pay for services or equipment in advance of receipt and approval of such product or service throughout the term of the contract unless specifically listed in the final contract document.

B. TERMS OF PAYMENT

Unless other specification provisions state otherwise, payment in full will be made by the Owner Departments within thirty (30) calendar days after all of the following criteria is met:

1. The required labor has been performed and all equipment or other merchandise has been delivered;
2. Such labor and equipment and other materials have met all contract specifications; and
3. An invoice with the unit price and total amount is submitted to the department and approved.

C. TAXES AND TAX EXEMPT CERTIFICATE

The Owner is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.

The exception to this statement is the Water Division of the City of Lincoln. All service and supplies are taxable per Reg. 066.14A and no exemption certificate will be issued.

D. INVOICES

Contractor invoices for payment of services and products must be sent to the appropriate department according to contract terms with all applicable information included to ensure proper billing and final payment. Invoices shall include the following:

1. Contractor's information:
 - a. Company Name;
 - b. Address; and
 - c. Phone number for billing inquiries.
2. Owner's information:
 - a. Name of requesting department;
 - b. Contact name;
 - c. Address
 - d. Phone number
 - e. Specific list of duties performed and rates charged.

Failure to provide invoices in this manner may result in late payment to the Contractor with no repercussion to the Owner.

E. INSPECTION AND APPROVAL

[Department to determine if this section applies]. [If not, then select the option with the appropriate language and remove the remaining option.]

[Option 1:] Standard inspection at the time of delivery will be performed to ensure conformance to the requirements.

[Option 2:] This section does not apply to this project.

[If this section applies, department to provide specific information regarding inspection and approval, remove all other non-applicable language and highlighting. – See sample language for inspection/approval - "All units will be inspected by the Owner(s) and tested by the Contractor at the time of delivery/installation. Tests will be performed to ensure that item(s) are in working order and have full functionality. In the event the inspection and/or testing fails, the Owner(s) reserve the right to reject the item(s) and receive a replacement with the same characteristics and functions within ____ hours/days."]

F. PAYMENT SCHEDULE

The payment schedule for the project is tied to specific dates and deliverables as outlined in the awarded contract. Invoices may be submitted by the Contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved by the Owner's designee. A percentage of the total contract cost may then be invoiced based on the schedule.

RFP Response Scoring Guide

This guide is intended to assist the evaluator in determining the quality of the response category and shall be used to substantiate the basis for The percentage applied to calculate the score. *See example in table below to show how the percentage score would be applied.

Percent Score	Quality of Response	Description	Strengths Relative to Requirements	Weaknesses	Confidence in Proposed Approach
90-100	Excellent	The Proposal addresses the requirements completely, exhibits outstanding knowledge, creativity, innovation or other factors to justify this rating.	Meets requirements – numerous strengths in key areas.	None	Very High
80-89	Good	The proposal addresses the requirements completely and addresses some elements of the requirements in an outstanding manner.	Meets requirements – some strengths in key areas	Minor – not in key areas	High
70-79	Moderate	The proposal addresses most elements of the requirements.	Meets most requirements – minimal strengths provided in their response.	Moderate – does not outweigh strengths	Moderate
60-69	Marginal	The proposal meets some of the RFP requirements.	Meets some of the requirements with some clear strengths.	Exist in key areas – outweighs strengths	Low
0-59	Unacceptable	The proposal meets a few to none of the RFP requirements.	Meets a few to none of the requirements with few or no clear strengths.	Significant and numerous	No Confidence

The example in the table below shows how to apply a percentage score to calculate the evaluator score's for a respective category.

RFP Scoring Requirement (Initial Evaluation)	Breakdown 1,000 Point Scale	Percentage Applied	Evaluator Score
Ability to meet the project schedule (15%)	150		
Submitted information that describes performance record for timeliness	50	80	40

Oral Interview Scoring Guide

This guide is intended to assist the evaluator in determining the quality of the response category and shall be used to substantiate the basis for The percentage applied to calculate the score. *See example in table below to show how the percentage score would be applied.

Percent Score	Quality of Response	Description	Strengths Relative to Requirements	Weaknesses	Confidence in Proposed Approach
90-100	Excellent	The Firm addresses the discussion point completely, exhibits outstanding knowledge, creativity, innovation or other factors to justify this rating.	Meets standard – numerous strengths in key areas.	None	Very High
80-89	Good	The Firm addressed the discussion point completely and addresses some elements of the requirements in an outstanding manner.	Meets standard – some strengths in key areas	Minor – not in key areas	High
70-79	Moderate	The Firm addressed most elements of the discussion point.	Meets most standards – minimal strengths provided in their interview.	Moderate – does not outweigh strengths	Moderate
60-69	Marginal	The Firm addressed some of the discussion points.	Meets some of the standard with some clear strengths.	Exist in key areas – outweighs strengths	Low
0-59	Unacceptable	The Firm addressed only a few to none of the discussion points.	Meets a few to none of the standards with only a few or no clear strengths.	Significant and numerous	No Confidence

The example in the table below shows how to apply a percentage score to calculate the evaluator score's for a respective category.

Oral Interview – Part II	Available Points	Percentage Applied	Evaluator Score
Qualifications, Past Performance and Experience			
1. Explanation of qualifications, past performance and experience? <i>(Score reflects the Firm's Response to discussion point and related follow-up questions)</i>	250	80%	200

Point Distribution
RFP [Number] [Project Name]

Instructions: Step 1: Determine the total Point Scale for both the Written Evaluation and Oral Interviews. (Keep in mind when deciding the % breakdown on the points for the Written Evaluation, if Oral Interviews are held, this impacts the final percentage allocated to a category.)

Overall Project Points	Scoring Summary	Available Points
	Written Evaluation	1000
	Oral Interviews	250
	Total Cumulative Points	1250

PART I

RFP Scoring Requirements (Written Evaluation - Non-Cost Factors)	Maximum Points by Category	Comments
Experience, Proposed Staff Management Approach and Subcontractors	30%	300
Enter the % for this General Category		
Summary of Proposer's Experience		
Proposer submitted a listing of previous projects similar to this RFP is size, scope and complexity. Information includes at least three (3) detailed narrative descriptions and all items as requested under section 2., a., i., a. through f. in order to highlight similarities. (If Subcontractors are being used, information submitted as requested in 2., a., ii., iii. regarding their similar experience.)		
Summary of Proposer's Proposed Staff Management Approach and Subcontractors		
Proposer proposed a detailed description of its proposed staff management approach, including information that discloses if any subcontractors shall be used in the project and substantiates the value of such dynamic.		
The proposal confirms sufficient staff will be dedicated to this project.		
Resumes (if applicable) were included and demonstrate that key staff has core competencies and indicates understanding of the skills necessary to meet the requirements of this RFP.		
Other (list specific evaluation criteria and assign the appropriate points or enter "0" in the yellow box)		
Other (list specific evaluation criteria and assign the appropriate points or enter "0" in the yellow box)		
Technical Proposal	25%	250
Outline detailing their understanding of the project environment and requirements		
Proposer submitted a detailed narrative of their development approach.		
Technical considerations and any potential challenges		
Detailed project work plan, management and implementation to demonstrate assurance and competency in successful completion		
Deliverables and/or due dates		
Other (list specific evaluation criteria and assign the appropriate points or enter "0" in the yellow box)		
Other (list specific evaluation criteria and assign the appropriate points or enter "0" in the yellow box)		
Project Schedule	10%	100
Proposer must include a detailed schedule of work activities and confirmation of willingness and capability to meet the time requirements expressed in the scope of services.		
Submitted information that describes performance record for timeliness		
Outline of the current workload with the Owners being handled at the location of the Proposer's office responding to the RFP.		
Quality, Organization and Completeness of Proposal Response	5%	50
All requested submissions were included as requested in the RFP.		
Proposer submitted a clear and concise Proposal, properly organized in the correct format, provided the correct number of proposal copies and includes requested submittals.		
Total Points Available from the Written Evaluation (Not including Cost Factor)	Available Points	
	0	

Point Distribution
RFP [Number] [Project Name]

PART I - Continued

Cost Factor (%)		Available Points	Comments to Purchasing
Cost Proposal	30%	300	

*Formula for amount of points on Cost Proposal = $\frac{\text{Lowest Cost Submitted} + \text{Cost Submitted}}{2} \times \text{Maximum Points Possible for Cost Proposal}$.
 The calculated score for the "Cost Factor" section will be provided by Purchasing, please insert the points when received.

PART I - TOTAL:

Total Score from Part I	Available Points
	300

In the event the Selection Committee determines that it shall be necessary to conduct Oral Interviews, indicate the amount of points the department is requesting to allocate to this event.

PART II:

RFP Scoring Criteria WITH conducting Oral Interviews	Available Points	Comments to Purchasing
Oral Interviews	250	

Point Distribution Prepared by:	
---------------------------------	--

Evaluation Score Sheet
RFP [Number] [Project Name]

Firm:

PART I

RFP Scoring Requirements (Written Evaluation - Non-Cost Factors)	Maximum Points by Category	Enter Percentage Score Using Scoring Guide	Evaluator Score	Comments (Include detailed notes on page 3)
Experience, Proposed Staff Management Approach and Subcontractors	30%	300	%	
Summary of Proposer's Experience				
Proposer submitted a listing of previous projects similar to this RFP is size, scope and complexity. Information includes at least three (3) detailed narrative descriptions and all items as requested under section 2., a., i., a. through f. in order to highlight similarities. (If Subcontractors are being used, information submitted as requested in 2., a., ii., iii. regarding their similar experience.)			0.00	
Summary of Proposer's Proposed Staff Management Approach and Subcontractors				
Proposer proposed a detailed description of its proposed staff management approach, including information that discloses if any subcontractors shall be used in the project and substantiates the value of such dynamic.			0.00	
The proposal confirms sufficient staff will be dedicated to this project.			0.00	
Resumes (if applicable) were included and demonstrate that key staff has core competencies and indicates understanding of the skills necessary to meet the requirements of this RFP.			0.00	
Other (list specific evaluation criteria and assign the appropriate points or enter "0" in the yellow box)			0.00	
Other (list specific evaluation criteria and assign the appropriate points or enter "0" in the yellow box)			0.00	
Technical Proposal	25%	250		
Outline detailing their understanding of the project environment and requirements			0.00	
Proposer submitted a detailed narrative of their development approach.			0.00	
Technical considerations and any potential challenges			0.00	
Detailed project work plan, management and implementation to demonstrate assurance and competency in successful completion			0.00	
Deliverables and/or due dates			0.00	
Other (list specific evaluation criteria and assign the appropriate points or enter "0" in the yellow box)			0.00	
Other (list specific evaluation criteria and assign the appropriate points or enter "0" in the yellow box)			0.00	
Project Schedule	10%	100		
Proposer must include a detailed schedule of work activities and confirmation of willingness and capability to meet the time requirements expressed in the scope of services.			0.00	
Submitted information that describes performance record for timeliness			0.00	
Outline of the current workload with the Owners being handled at the location of the Proposer's office responding to the RFP.			0.00	
Quality, Organization and Completeness of Proposal Response	5%	50		
All requested submissions were included as requested in the RFP.			0.00	
Proposer submitted a clear and concise Proposal, properly organized in the correct format, provided the correct number of proposal copies and includes requested submittals.			0.00	
Evaluator's Total Score from Written Evaluation (Not including Cost Factor)	Available Points		Score	
	0		0.00	

Evaluator's Name _____

Date _____

Evaluation Score Sheet
RFP [Number] [Project Name]

Firm: _____

Written Evaluation Score from Page 1	0.00
---	------

PART I - Continued

Cost Factor		Available Points	Points Awarded	Comments
Cost Proposal	30%	300		

*Formula for amount of points on Cost Proposal = $\frac{\text{Lowest Cost Submitted} + \text{Cost Submitted}}{\text{Lowest Cost Submitted} + \text{Highest Cost Submitted}} \times \text{Maximum Points Possible for Cost Proposal}$.
 The calculated score for the "Cost Factor" section will be provided by Purchasing, please insert the points when received.

PART I - TOTAL:

Total Score from Part I (Written Evaluation + Cost)	Available Points	Score
	300	

Oral Interviews to be conducted - Circle one: YES or NO
 If Oral Interviews will be conducted, complete **Part II and III**
 If Oral Interviews will not be conducted, complete **Part III**

PART II:

RFP Scoring Criteria WITH conducting Oral Interviews	Available Points	Points Awarded	Comments
Oral Interviews	250		

PART III:

Firm's Final Results	Scoring Summary	Available Points	Score	Proposer's Ranking
	Written Evaluation			
	Oral Interviews			
	Total Cumulative Points	0		

 Evaluator's Name Date

Evaluation Score Sheet
RFP [Number] [Project Name]

Firm:

Initial Evaluation
Experience, Proposed Staff Management Approach and Subcontractors
<i>Detailed Notes:</i>
Technical Proposal
<i>Detailed Notes:</i>
Project Schedule
<i>Detailed Notes:</i>
Quality, Organization and Completeness of Proposal Response
<i>Detailed Notes:</i>

Evaluator's Name Date

Oral Interview Score Sheet
RFP [Number] [Project Title]

Firm Name: _____

Evaluator's Signature

Date

ORAL INTERVIEW – PART II	Available Points by Category	%	Evaluator's Score
Qualifications, Past Performance and Experience – Discussion Items	100		
1. Describe at least two solids handling projects that this core team worked together on and identify some of the challenges and successes. <i>Firm's Response/Evaluator Comments/Follow-up Question</i>	50		
2. How will the project manager ensure effective communication and maintain continuity between the design team members including City staff? <i>Firm's Response/Evaluator Comments/Follow-up Question</i>	20		
3. What is the Strength of your team as it relates to this project? <i>Firm's Response/Evaluator Comments/Follow-up Question</i>	30		
Summary Score by Category			

Oral Interview Score Sheet
RFP [Number] [Project Title]

Technical Aspects – Discussion Items	125		
<p>1. Following the review of the RFP and the supporting documentation, what does your Firm believe could be the biggest challenges with this project in terms of design and construction? <i>Firm's Response/Evaluator Comments/Follow-up Question</i></p>	50		
<p>2. Expand on the procurement options identified in your response to the RFP? <i>Firm's Response/Evaluator Comments/Follow-up Question</i></p>	50		
<p>3. Did you identify or would you anticipate any regulatory or code challenges with this project and what might be of primary concern? <i>Firm's Response/Evaluator Comments/Follow-up Question</i></p>	25		
Summary by Category			

Oral Interview Score Sheet
RFP [Number] [Project Title]

Ability to meet the project schedule – Discussion Items	25		
1. Does your Firm foresee any challenges in meeting the proposed design schedule (which is tentative) at this point with your team – aside from any City driven delays. <i>Firm's Response/Evaluator Comments/Follow-up Question</i>	25		
Summary by Category			

Total Eligible Interview Points	Total Evaluator Score
250	

Evaluation Scoring Summary - 5 Evaluators

RFP [Number] [Project Name]

Part I - Written Evaluation & Cost

Firm Names										
Evaluator Name										
Name 1										
Name 2										
Name 3										
Name 4										
Name 5										

Cost

Cummulative Score	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Average	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rank	1	1	1	1	1	1	1	1	1	1

Part II - Oral Interviews

[RFP Number]

[Project Name]

Instructions - Record the total cumulative points from Parts I & II that were tabulated for each Firm. Selection Committee members to provide these totals from their "Evaluation Score Sheet", Part III - Firm's Final Results, Total cumulative points for each respective firm.

PART III - Scoring Summary (Parts I & II Combined)					
Firm Names					
Evaluator Name					
Name 1					
Name 2					
Name 3					
Name 4					
Name 5					
Cummulative Score - Part I & II	0	0.00	0.00	0.00	0.00
Average	0.00	0.00	0.00	0.00	0.00
Rank	1	1	1	1	1
Part III - Highest Ranked Firm					

RFP COST COMPARISON

RFP [#] [Project Title]

*Formula for amount of points on Cost Proposal = $\frac{\text{Lowest Cost Submitted}}{\text{Cost Submitted}} \times \text{Maximum Points Possible for Cost Proposal}$.
 The calculated score for the "Cost Factor" section is calculated by Purchasing. Points will be added to the Vendor's Score.

Points Available	0
-------------------------	---

	Respondent with Lowest Cost	Respondent with Lowest Cost	Respondent with Lowest Cost	Respondent with Lowest Cost	Respondent with Lowest Cost
Firm Name	0	0	0	0	0
Total Cost					
Points Awarded	0.00	0.00	0.00	0.00	0.00

Name of verifier Date

Request for Proposal Boilerplate

1. Turn on Track Changes: Highlighted text: follow the instructions as indicated.
Yellow – Fill in appropriate text and delete the highlighting.
Blue – Instructions for a given section. Review, insert applicable text, delete the instructions and remove the highlighting
2. Delete this page from when draft is complete.
3. **Please do not alter section titles, section headings and any language that is not highlighted without using the comments feature to denote the changes.**

REQUEST FOR PROPOSALS

[CITY OF LINCOLN] [LANCASTER COUNTY]
[Project Title]
RFP [Number]

Issue Date: [Day], [Month] [Date], 2017

Closing Date and Time:
[Day], [Month] [Date], 2017 at 12:00 p.m. (CST)

Lincoln-Lancaster County Purchasing
[Agent's Name]
[Job Title]
440 S. 8th Street, Suite 200
Lincoln, NE 68508
402-441-8103

Table of Contents

GLOSSARY OF TERMS	VI
I. PROJECT INFORMATION AND ESSENTIAL QUALIFICATIONS:	1
A. PROJECT OVERVIEW:.....	1
B. PROJECT/BACKGROUND INFORMATION:	1
C. RFP DOCUMENTS	1
D. AVAILABLE INFORMATION AND/OR IMPORTANT DOCUMENTS	1
E. CONTRACT PERIOD	1
F. ESSENTIAL QUALIFICATIONS AND EXPERIENCE:	1
II. PROCUREMENT PROCEDURE	3
A. AFFIRMATIVE ACTION	3
B. RFP APPROACH.....	3
C. SELECTION COMMITTEE	3
D. PROPOSAL PROCEDURE	3
E. PROPOSER’S OFFER AND REPRESENTATION	3
F. INDEPENDENT PROPOSAL DETERMINATION	4
G. PROJECT TIMELINE:	4
H. PROPOSAL SUBMISSION INFORMATION AND INSTRUCTIONS:.....	4
I. PROPRIETARY INFORMATION	5
J. RFP CLARIFICATION AND ADDENDA	6
K. PRE-PROPOSAL MEETING	6
L. SCOPE AND FEES/COMPENSATION	7
M. ORAL INTERVIEWS	7
N. AWARD AND NEGOTIATIONS	8
O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS.....	8
P. ETHICS IN GOVERNMENT CONTRACTING	8
Q. DEVIATIONS FROM THE REQUEST FOR PROPOSAL	8

R.	ANTI-LOYBBYING PROVISION	8
S.	SITE VISITATION	8
T.	REFERENCE CHECKS	9
U.	ENTIRE AGREEMENT	9
III.	PROJECT INFORMATION	10
A.	PROJECT ENVIRONMENT & REQUIREMENTS	10
B.	PROPOSED DEVELOPMENT APPROACH	10
C.	TECHNICAL CONSIDERATIONS AND CHALLENGES	10
D.	PROJECT WORK PLAN, MANAGEMENT AND IMPLEMENTATION	11
E.	DELIVERABLES AND DUE DATES	11
IV.	EVALUATION AND SUBMITTAL INFORMATION	12
A.	SELECTION AND EVALUATION FACTORS:	12
B.	PROPOSAL SUBMISSION AND FORMAT:	12
V.	CONTRACT RESPONSIBILITIES	16
A.	INSURANCE REQUIREMENTS:	16
B.	EQUAL EMPLOYMENT OPPORTUNITY	16
C.	E-VERIFY	16
D.	COOPERATION WITH CONTRACTORS	16
E.	PERMITS, REGULATIONS, LAWS	16
F.	MATERIALS AND WORKMANSHIP	17
G.	INDUSTRY STANDARDS	17
H.	DATA PRIVACY	17
I.	SITE RULES AND REGULATIONS (IF APPLICABLE)	17
VI.	TERMS AND CONDITIONS	18
A.	CONFLICTING TERMS	18
B.	CONTRACT DOCUMENTS	18

C.	TERMINATION	18
D.	SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS	18
E.	IMPLIED REQUIREMENTS	18
F.	CONTRACT MODIFICATION	18
G.	ASSIGNMENT	19
H.	LIQUIDATED DAMAGES	19
I.	LAWS	19
J.	SEVERABILITY	19
K.	LIVING WAGE	19
L.	INDEPENDENT CONTRACTOR	19
M.	STAFF QUALIFICATIONS	19
N.	OWNERSHIP	19
O.	CITY AUDIT ADVISORY BOARD	20
VII.	PAYMENT AND INVOICING	21
A.	PROHIBITION AGAINST ADVANCE PAYMENT	21
B.	TERMS OF PAYMENT	21
C.	TAXES AND TAX EXEMPT CERTIFICATE	21
D.	INVOICES	21
E.	INSPECTION AND APPROVAL	21
F.	PAYMENT SCHEDULE	22

GLOSSARY OF TERMS

(Following is a glossary of terms that are used in this RFP. Department should add terms that are specific to their RFP. All terms may not apply to this solicitation.)

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

Addendum: Something to be added or deleted to an existing document; a supplement to the originally published information.

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

Agencies: The City of Lincoln, Lancaster County and the City of Lincoln/Lancaster County Public Building Commission – hereinafter referred to as Owners.

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

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

Amendment: A written correction or alteration to a contract document.

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

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP and associated documents in the Ebid system. The Owners reserve the right to reject any or all proposals, wholly or in part, or to award to multiple firms in whole or in part. The Owners reserve 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 firm's competitive position. All awards will be made in a manner deemed in the best interest of the Owners.

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

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

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

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

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

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

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

City/County E-bid System: The internet based system used by the City of Lincoln and Lancaster County for soliciting bids, issuing requests for proposals and qualifications, providing access to contracts and communicating with bidders and proposers and for the electronic submission of proposals and bid responses.

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

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

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

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

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

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

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

Contract Award: Occurs upon execution of the firm and all owners by the proper authority.

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

Contract Period: The duration of the contract.

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

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

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

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

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

Department: A division of the City of Lincoln, Lancaster County, or City of Lincoln/Lancaster County Public Building Commission responsible for the entire procurement process from initiation to contract administration of the Purchase Order or Contract to be executed.

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

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

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

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

Fee: The agreed upon unit prices and total costs which is determined through negotiation and specifically listed in the executed contract.

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

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

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

Installation Date: The date when the Contractor shall perform duties as outlined in the documents of the RFP, proposal and subsequent contract.

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

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

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the Owners with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

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

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

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

Notice to Proceed: A written notice sent to the awarded firm stating that work may commence on a certain date, following the complete execution of the contract.

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

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

Owners: [Department to add the appropriate language that indicates the entity that is issuing the RFP – i.e. City of Lincoln, Lancaster County, City of Lincoln/Lancaster County Public Building Commission.]

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

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible

personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

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

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the City of Lincoln/Lancaster County/Lancaster County Public Building Commission under the contract for use by the City of Lincoln/Lancaster County/Lancaster County Public Building Commission.

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

Proposal: The offer submitted by a firm in a response to a written solicitation.

Proposer: Firm submitting a proposal to an RFP issued by the City/County Purchasing Department.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Public Proposal Opening: The process of unsealing written proposals and closing the RFP in the Ebid system at the time specified in the written solicitation.

Qualification-Based Selection: A procedure where firms are retained on the basis of qualifications, not considering price factors. The procuring department evaluates the qualifications submitted by the firms, ranks respondents and then negotiates with the most qualified respondent for a mutually agreeable contract.

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

Request for Proposal (RFP): A written solicitation for obtaining competitive offers utilizing a qualifications-based process.

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

Responsive Proposer: A Proposer who has submitted an RFP response which conforms to all requirements of the solicitation document.

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

Should: Expected; suggested, but not necessarily mandatory.

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

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

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

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

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

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

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

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or firm to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

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

Will: See Shall/Will/Must

Work Day: See Business Day.

I. PROJECT INFORMATION AND ESSENTIAL QUALIFICATIONS:

A. PROJECT OVERVIEW:

The [City of Lincoln, Lancaster County, Lincoln/Lancaster County Public Building Commission – select correct entity], hereinafter called [Owner(s)] [is/are] requesting proposals from qualified firms to submit proposal responses for [type the name of the project].

The [Owner(s)] intends to select a firm based on the evaluation criteria outlined herein which will accomplish the objectives of the project while incorporating innovative and cost effective methods.

The successful firm(s) will be responsible for remaining on established schedules for all services rendered so as to meet the proposed schedule for the project deliverable(s).

B. PROJECT/BACKGROUND INFORMATION:

[Department to briefly describe background information that pertains to the characteristics of what necessitated the need for this project to be initiated, may also describe how current aspects are being handled.]

C. RFP DOCUMENTS

Firms are to promptly notify the Purchasing Department Staff, prior to the close of the RFP, of any ambiguity, inconsistency or error discovered upon examination of the RFP documents, including, but not limited to the information outlined herein and any information provided in Ebid.

D. AVAILABLE INFORMATION AND/OR IMPORTANT DOCUMENTS

Important Documents or Available Information: [Department may include a list of websites, CD's, etc. that can be accessed and/or made available to the Proposer upon request. List all specific document name and/or link(s) and remove language under Option 2. If this does not apply to the project, then select remove the Option 1 and retain language from Option 2.]

[Option 1] [Enter the name of the document] can be found here:
[provide the link here]

[Option 2] No additional documents or links being provided.

E. CONTRACT PERIOD

[Select applicable term, complete the period and remove the non-applicable option.]

[Option 1] The contract shall be for a period of [number] [#] year[s] from the date of contract execution with the option for [number] [#] [number] [#] year renewals if mutually agreeable between both parties.

[Option 2] The contract shall be for a period of [number] [#] [year(s)/days] from the date of contract execution.

F. ESSENTIAL QUALIFICATIONS AND EXPERIENCE:

[List all essential experience required to submit on this project. Note: This section is not intended to outline all of the information the respondent is to submit to substantiate they have the necessary qualifications and experience. This section is to inform prospective firms of the minimum essential qualifications, in order to prevent unqualified firms attempting to submit].

The Owners are seeking a firm with a minimum of [number] [#] years of experience. [Note: Departments should refrain from restricting competition when determining the amount of time]

This RFP invites qualified firms to submit proposals for accomplishment of the items of work described in Section III.

The scope of general and required services identified in this RFP are intended to serve as a general description of anticipated objectives and tasks.

The Owners will rely on the firm's competence and experience to work with all Owner departments and divisions in meeting all necessary tasks, providing ongoing quality services and communicating successfully to provide the most effective and efficient products and/or services.

II. PROCUREMENT PROCEDURE

A. AFFIRMATIVE ACTION

The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all firms and encourages minority businesses and women's business enterprises to participate in our bidding process.

B. RFP APPROACH

The RFP process is designed to be a competitive negotiation platform, where price is not considered; the Owners have the flexibility to negotiate with a select firm to arrive at a mutually agreeable relationship.

The Owners reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the Owners.

C. SELECTION COMMITTEE

A Selection Committee will be assigned the task of reviewing the proposals received.

1. The Selection Committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
2. The Selection Committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

D. PROPOSAL PROCEDURE

All responses to electronic RFP's will be completed as outlined in this document and the specifications using a two-step process.

- 1) Proposers shall respond electronically to all attributes and addendums as required using the City/County Ebid system.
- 2) All written responses and information shall be mailed or delivered to the office of the Purchasing Division as outlined in the specifications unless other requirements are outlined in the Specifications.

Proposer shall submit complete sets of the RFP documents and all supporting material as indicated in the specifications. Any interlineation, alteration or erasure on the Specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the Specification document. Any amplified or qualifying information shall be on the Proposer's letterhead and firmly attached to the written response/offer document.

Response by a firm who is something other than a corporation must include the name and address of each member. A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof. Any person signing a response for a company, corporation, or other organization must show evidence of his/her authority so to bind such company, corporation, or organization.

Written or Ebid Proposals received after the time and date established for receiving offers will be rejected.

E. PROPOSER'S OFFER AND REPRESENTATION

The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the Owner(s) of purchase orders or other contract documents appropriate to the work.

No offer shall be withdrawn for a period of ninety (90) calendar days after the time/date established for receiving proposals, and each proposer agrees in submitting an offer.

Each proposer by signing and submitting an offer, represents that he/she has read and understands the proposal documents, and the offer has been made in accordance therewith.

Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements.

F. INDEPENDENT PROPOSAL DETERMINATION

By signing and submitting this RFP, the proposer certifies that the proposal offered has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Proposer/Competitor; unless otherwise required by law, the proposal submitted by the successful Firm that is associated with this offer has not been knowingly disclosed by the Proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the Proposer to induce any person or Firm to submit, or not to submit, a response for the purpose of restricting competition.

G. PROJECT TIMELINE:

The tentative project schedule is listed directly below and is subject to change:

[Departments may use any of the events listed below and may also add/delete/change to fit the needs of the project]

ACTIVITY ITEM	DATE (TIME IF APPLICABLE)
Request for Proposal Issued	[Month day, year]
Pre-Proposal Meeting	[Month day, year and time] or indicate "N/A"
Last day to submit questions	[Month day, year]
Proposal Submittal Deadline	[Month day, year] 12:00 PM CST
Evaluation period	[Month day, year]
Short-list Notification (If applicable)	[Month day, year]
Interviews (If applicable)	[Month day, year]
Final Selection	[Month day, year]
Scope of services, negotiations and fee	[Month day, year]
Projected Notice to Proceed – Contract Execution	[Month day, year]
Deliverable Due Date(s) and/or Implementation Start and completion Date.	[Month day, year]

H. PROPOSAL SUBMISSION INFORMATION AND INSTRUCTIONS:

The RFP response shall conform to all instructions, conditions and requirements outlined in the RFP and related documents. Prospective Firms shall carefully examine all documents, attachments and requirements associated with this RFP and be responsive to each requirement in the format prescribed. Proposals that do not conform may be deemed non-responsive.

Proposals **must** be submitted via a written response AND an electronic Ebid response no later than **[12:00 Noon on Month Day, Year]** or if extended, then shall be no later than the closing date and time listed in Ebid. **No exceptions to this deadline will be given.**

Firm shall provide **one (1) original and [number] [#] hard copies** of the written proposal in an envelope clearly marked on the exterior "RFP [Number], [Project Name]" and **one (1) USB drive** containing their full proposal.

All hard copy documents that comprise the RFP response shall be delivered or sent to the address directly below:

[Agent's Name]
City of Lincoln Purchasing
440 S. 8th Street, Suite 200
Lincoln, NE 68508

Firm must be registered on the City/County's Ebid site in order to respond to the above RFP.

1. To register, go to the City of Lincoln website www.lincoln.ne.gov
2. Type "bid" in the search box, click on the "Supplier Registration" and follow the instructions to complete the registration.

Firm must also complete and submit the electronic portion (Attributes and Line Item section) of this proposal on the Ebid system. Electronic submittal must be submitted before the closing date and time of this RFP. Failure to submit a written and electronic response will result in the rejection of the proposal.

I. PROPRIETARY INFORMATION

City of Lincoln and/or Lancaster County, NE Issued 2/21/2017 In furtherance of Neb. Rev. Stat. §84-712 et seq., all proposals or responses received may be subject to a public records request. Responses to public records requests may include the entire proposal or response. bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to State law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.

The City and/or County will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The bidder will be notified of the agency's decision. Absent a City and/or County determination that information is proprietary, the City and/or County will consider all information a public record subject to release regardless of any assertion that the information is proprietary. If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in nondisclosure. To facilitate such public postings, with the exception of proprietary information, the City of Lincoln and/or Lancaster County reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents.

Any individual or entity awarded a contract, or who submits a proposal or response to this RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the RFP being found nonresponsive and rejected. Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the City and/or County and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and

attorney fees and expenses, sustained or asserted against the City and/or County, arising out of, resulting from, or attributable to the releasing of the contract or the proposals and responses to the RFP, awards, and other documents in accordance with the state public records laws.

J. RFP CLARIFICATION AND ADDENDA

Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of RFP and related bid documents.

Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing office to the attention of the contact name listed below at least five (5) calendar days prior to date and time for response receipt.

All inquiries regarding these specifications or other proposal documents shall be submitted in writing, via email, to the contact name listed below at the City/County Purchasing office:

Name: [Agent's Name]
Department: City/County Purchasing
Email [Agent's email address]

These inquiries and/or responses shall be distributed to prospective firms electronically as addenda via the Ebid system.

All inquiries regarding the submission of the proposal through the Ebid system or providing written instructions of the submittals may be made via email or phone to the City/County Bid Line in the Purchasing Office:

Bid Line Phone Number: 402-441-8103

Interpretations, corrections and changes made to the RFP or Ebid documents will be made by electronic addenda in the Ebid system. Oral interpretations/changes to Specification Documents made in any other manner than written form, will not be binding on the Owners; Proposers shall not rely upon oral interpretations.

Addenda are instruments issued by the Owners prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.

No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement. Proposers shall verify addendum receipt electronically in Ebid system prior to RFP closing or RFP may be rejected.

K. PRE-PROPOSAL MEETING

[Department is to determine if there will or will not be a pre-proposal conference. Select the applicable option below, and delete the other two options. If a pre-proposal conference applies, complete the information highlighted in yellow. Note: Provide any other special instructions that the firms should know regarding a pre-proposal conference.]

[Option 1] There will be a **non-mandatory** pre-proposal conference for this RFP. See below for specific information.

[Weekday, Month day, year, time]
[Building Name]
[Street Address and Room Number]
[City and State]

Option 2 There will be a **mandatory** pre-proposal conference for this RFP. **Firms who do not attend the conference will not be eligible to submit a proposal response.**

[Weekday, Month day, year, time]
[Building Name]
[Street Address and Room Number]
[City and State]

Option 3 There will not be a pre-proposal conference for this RFP.

L. SCOPE AND FEES/COMPENSATION

The Negotiating Committee shall meet with the firm ranked as "first" to develop the final scope of services and negotiate terms, conditions and compensation. If an agreement with the firm ranked as 'first' cannot be reached, the negotiations with that firm shall be terminated. The negotiations procedure shall be repeated with each firm in order of ranking, as long as factors for ranking have not changed, until an agreement is reached or until negotiations with all firms fail. In all cases where the negotiations were terminated, the reasons and facts surrounding those negotiations shall be recorded in writing by the Negotiation Committee and submitted to the Mayor and the Director directly related to the project. If an agreement cannot be reached with any of the firms, the Purchasing Agent may start the selection process again by issuing a new RFP.

M. ORAL INTERVIEWS

The Owners shall conduct oral interviews/presentations and/or demonstrations after the ranking of the "Written Evaluation" in order to determine the successful firm.

All firms may not be granted an opportunity to interview/present and/or give demonstrations; the Owners reserve the right, in its discretion, to select only the top scoring firms to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the written evaluation.

1. The Owners will contact those short-listed firms to schedule interviews.
2. Interviews will include a formal presentation and a question and answer session based upon subject matter provided by the Owners in advance of the interview.

The presentation process will allow the firms to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Firms' key personnel, identified in their proposal, may be requested to participate in the structured interview to ascertain their understanding of the requirements of this proposal, their authority and reporting relationships within their company, and their management style and philosophy. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the firm, but the owners reserve the right to refuse or not consider the offered materials. Firms shall not be allowed to replace their written proposal information by altering or amending the proposals in the interview process.

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

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

The Owners will contact the awarded firm, by email, after all the interviews have been completed and the Owners have had sufficient time to discuss and rank the Firms.

N. AWARD AND NEGOTIATIONS

The resulting contract from this RFP will be awarded to the Firm who has been deemed responsible, responsive to the requirements outlined herein, received the highest ranking scores, and whose services and/or products have been determined by the Selection Committee to be the most advantageous to the Owners.

Such determination that identified the highest ranked Firm offering shall be based on the selection committee's resulting scores from the evaluation criteria set forth in **Section IV**. and also firms' performance in any oral interviews conducted.

The highest ranked Firm shall receive information from the Owners and/or meet with Owners' Representative(s) to develop an initial detailed work plan and scope of services in order to develop the scope and fee schedule.

O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

Firm shall respond to the Attribute in Ebid regarding Sole Proprietorship and complete all documentation as required by the State of Nebraska as instructed.

P. ETHICS IN GOVERNMENT CONTRACTING

The Owner(s) reserves the right to reject proposals, overturn an award notification and/or terminate a contract if it is discovered that a Proposer commits or has committed ethical violations, such as but not limited to, the following offenses:

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

Q. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Firm must include any all deviations from the RFP on company letterhead and attach to the section as required in the Submittal portion outlined herein. Failure to include deviations will be interpreted to infer that firm agrees to all terms as outlined in the Specifications and RFP documents with no exceptions.

The Owners reserve the right to accept or reject the deviations according to the best interests of the Owners.

Deviations that are not acceptable to the Owners and are not negotiable by the awarded firm may result in rejection of RFP as Non-Responsive.

R. ANTI-LOYBBYING PROVISION

During the period between the advertised date and the contract award, firms, including their agents and representatives, shall not directly discuss or promote their proposal with any City/County Elected Official or Owner Staff except in the course of Owner-sponsored inquiries, briefings, interviews, or presentations sent or provided directly to the City/County Purchasing Department

S. SITE VISITATION

Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters

concerning work performance. The Proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

If the project site is in a designated non-public area, Proposers are not allowed to visit work sites during the RFP process with the exception of a Pre-Proposal Meeting or upon written approval by the City/County Purchasing Department.

T. REFERENCE CHECKS

The Owners reserve the right to conduct and consider reference and credit checks. The Owners reserve the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this RFP, the firm grants to the Owner the right to contact or arrange a visit in person with any or all of the firm's clients. Unsatisfactory information obtained from any reference and/or credit checks performed may be grounds to reject a proposal, withdraw Intent to Award or rescind the award of a contract.

U. ENTIRE AGREEMENT

The resulting contract awarded shall constitute the complete and entire agreement between the Owner and the successful firm and supersedes any prior representations, understandings, communications, commitments, agreements or Proposals, oral or written that are not incorporated as a part of the Contract. See "Sample Contract" in the Attachment section of the Ebid system.

III. PROJECT INFORMATION

[This suggested outline is to be utilized by the departments to describe their specific needs to the bidders for the project. THIS MAY BE CHANGED OR EXPANDED UPON DEPENDING ON THE NEEDS OF THE DEPARTMENT.]

Proposers are to review this section, prepare and submit a "Technical Proposal" outlining detailed responses to items **A. through E.** listed below. Submittals within **TAB 2** of the Proposal response shall correspond with this information. [Department to insert this language in the applicable sections where a firm's response is required]

A. PROJECT ENVIRONMENT & REQUIREMENTS

1. SCOPE OF WORK

Provide detailed information of the breadth of the project requirements. Firms should be able to review this section and discern as to their interest in submitting a proposal.

2. PROJECT ENVIRONMENT

Describe the work product that formally documents the environment(s) that will be produced and possibly delivered during a project.

3. PROJECT REQUIREMENTS

Conditions or tasks that shall be completed to ensure the completion and success of the project. They provide objectives of what work needs to be done. Further, the intent is to align the project's resources against the objectives.

4. BUSINESS REQUIREMENTS

The critical activities to be performed that meet the objectives of the organization. Details the business solution for the project including documentation of the department's needs and expectations.

B. PROPOSED DEVELOPMENT APPROACH

1. PROPOSED RESOLUTION

Detailed explanation that the respondent shall provide their proposed resolution to a problem, issue and a presentation of innovative and creative ideas on how to accomplish each of the objectives of the project.

C. TECHNICAL CONSIDERATIONS AND CHALLENGES

1. TECHNICAL REQUIREMENTS

Describe the technical requirements that pertain to the technical aspects that the system or services must satisfy, such as performance, reliability and availability issues.

2. EVALUATE CURRENT PROJECT ENVIRONMENT

Critical examination of a program, system or service. It focuses on collecting and analyzing information about a program's activities, characteristics and the ultimate outcomes. The purpose is to make assessments about a program, identify how to improve its effectiveness and/or inform important considerations/decisions.

D. PROJECT WORK PLAN, MANAGEMENT AND IMPLEMENTATION

1. WORK PLAN

Organization of the project and outline of what the proposed work plan needs to contain, how they intend to complete a quality project within a specified timeframe and also be in compliance with a budget (The plan should focus on the timeline and budget).

2. PROJECT PLANNING AND MANAGEMENT

Relates to schedules such as charts to plan and ultimately develop progress reports within the project environment. The project scope has been defined and the appropriate methods for completing the project are determined.

3. PERFORM IMPLEMENTATION

Develop language on how the implementation needs to be handled, important considerations, steps involved and methodology.

4. PROVIDE POST IMPLEMENTATION SUPPORT

Indicate detailed expectations on how, if any, post implementation support will need to occur and any coordination efforts between the department and the successful firm.

E. DELIVERABLES AND DUE DATES

1. DELIVERABLES

[REQUIRED - This is what the successful firm is supposed to do or provide. *Include all aspects of the project such as, but not limited to, design, bid assistance, construction administration and closeout.]

[Example: List a tangible item or report that must be delivered under the terms of the resulting contract agreement – 30, 60, 90, 100% design documents.]

IV. EVALUATION AND SUBMITTAL INFORMATION

A. SELECTION AND EVALUATION FACTORS:

Proposals that do not meet the minimum requirements as outlined herein and related Ebid attachments may be deemed non-responsive and may not be evaluated by the Selection Committee.

1. Proposals deemed to meet the requirements shall be evaluated by a Selection Committee and will be scored for each of the following areas to determine the selection of the firm ranked "first":
 - a. Experience, Proposed Staff Management Approach and Subcontractors;
 - b. Technical Proposal;
 - c. Project Schedule;
 - d. Quality, Organization and Completeness of Proposal Response; and
 - e. Oral Interviews
2. The selection criteria for the "Written Evaluation" is listed directly above in a. through e. and shall be the basis for an award or the determination for the firms to be short-listed for personal interview.
3. If interviews are conducted, the scores from the "Written evaluation" and "Oral Interviews" shall be added together for a cumulative total and final ranking of the best qualified firm.
 - a. If interviews are not conducted, the scores from the "written evaluation" shall be the final ranking of the best qualified firm.

B. PROPOSAL SUBMISSION AND FORMAT:

Firm shall **submit** the requested number of proposal response copies and contents shall be presented in a quality manner that is clear and concise. **Proposal responses that do not contain each of the categories and items as listed below may be deemed to be non-responsive.**

Contents shall be placed in separate sections, properly organized in order by category as listed with each individual section tabbed and labeled as indicated.

Proposals shall be limited to [#] double-sided pages of content (excluding tabs, cover, title pages and appendices). Minimum 10pt Arial or Calibri font style and size, 8 ½ x 11 paper, [single or double spaced].

The following information being requested in each category will be used as the primary basis in the determination of the firm's ranking in the "Initial Evaluation".

1. Include the following documents within the Proposal Response - **(No TAB - Place these documents between the Front Cover and TAB 1 of the Proposal)**.
 - a. Letter of Interest;
 - b. A summary of the following information about your company:
 - i. Company name, address and telephone number;
 - ii. Years established and former names of your company;
 - iii. Types of services your company is particularly qualified to perform;
 - iv. Names of principals and states in which the firm is registered; and
 - v. Average number of staff employed.
 - c. Any and all deviations from the RFP shall be declared on company letterhead with reference to the affected document(s) and section(s).
2. **EXPERIENCE, PROPOSED STAFF MANAGEMENT APPROACH AND SUBCONTRACTORS – (TAB 1 OF PROPOSAL RESPONSE)** – This section shall consist of the following information about each sub-category listed. [The sub-categories may be altered to provide greater or lesser definition for scoring purposes]
 - a. **Summary of Firm's Experience:**

The firm shall provide a summary matrix listing their previous projects similar to this RFP in size, scope, and complexity for which the firm was the principal professional. The Owners will use at least two (2) and no more than three (3) narrative project descriptions submitted by the firm during its evaluation of the proposal.

The firm shall address each of the following:

- i. Provide detailed narrative descriptions to highlight the similarities between the firm's past performance/experience and this RFP. These descriptions should include:
 - a) The time period of the project;
 - b) The scheduled and actual completion dates;
 - c) The firm's responsibilities;
 - d) Company name (including the name of a contact person, a current telephone number, and e-mail address); and
 - e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a firm performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
 - f) Current projects and estimated construction costs of each.
 - g) Any other specialized qualifications which your company might possess which would be of benefit to the project such as familiar with local conditions and design criteria.
- ii. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.
- iii. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

b. Summary of Firm's Proposed Staff Management Approach and Subcontractors

- i. The firm shall present a detailed description of its proposed approach to the management of the project.
- ii. The firm shall provide information to substantiate that they have sufficient professional staff to meet proposed schedule. Firm shall identify the specific professionals who will work on the Owner's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the Owner's project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.
- iii. [Department to determine applicability of this section – if no resumes are required, remove all of "iii & iv" directly below.] The Proposer shall provide resumes for all key personnel proposed to work on the project. The Owners will consider the resumes as a key indicator of the Proposer's

understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.

- iv. Resumes should not be longer than one (1) double-sided page. Resumes should include, at a minimum, individual's name, experience and length of service with the company, 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. Provide the qualifications of these individuals, including a summary of their experience with related work and their available capacity to perform this work.

Any changes in proposed personnel shall only be implemented after written approval from the Owners.

- v. Respective resumes for all key personnel to be used may be placed in the **Appendix – TAB 4** of the Proposal Response. Resumes are not part of the total page count as listed in Section B.

Subcontractors

If the Proposer intends to subcontract any part of its performance hereunder, the Proposer shall provide:

- i. name, address and email address of the Subcontractor(s);
- ii. list of specific tasks that will be performed by each Subcontractor(s)
- iii. percentage of performance hours intended for each Subcontract; and
- iv. total percentage of Subcontractor(s) performance hours.

3. TECHNICAL PROPOSAL – (TAB 2 OF PROPOSAL RESPONSE)

The technical proposal section submission shall include each of the items listed below – See information regarding these categories in Section III. – PROJECT INFORMATION.

[These are the items the respondent shall submit, at a minimum, to demonstrate their understanding and present their approach to be scored on this section, departments may add any additional submittals necessary to this list – corresponds with Section III.]

- a. Understanding of the project environment and requirements;
- b. Narrative describing proposed development approach;
- c. Technical considerations and any potential challenges;
- d. Detailed project work plan, management and implementation to demonstrate assurance and competency in successful completion; and
- e. [Deliverables and/or due dates]; and
- f. Other [Department may request other additional materials, with the exclusion of proposed fees as may be required in the scope of services – add information required to be submitted, but it must correspond with Section III.]

4. PROJECT SCHEDULE – (TAB 3 OF PROPOSAL RESPONSE)

- a. Proposer must include a detailed schedule of work, activities and confirmation of willingness and capability to meet the time requirements expressed in the scope of services.
- b. Submit information that describes performance record for timeliness.
- c. Outline the current projects which are being conducted from the location of the firm's office responding.

5. **APPENDIX – (TAB 4 OF PROPOSAL RESPONSE)**

If no resumes are being requested, remove number 5. Appendix and then there will be no TAB 4 requested from the respondents. Note: This section may also be used to request how you want miscellaneous information that doesn't fit into one of the other tabs. Other examples may be samples of a product

- a. Resumes to be submitted for qualifications of proposed key staff.

V. CONTRACT RESPONSIBILITIES

A. INSURANCE REQUIREMENTS:

[Departments are to contact Risk Management for specific details on required coverage – based on the guidance received and coverages desired, select the applicable boxes in the E-bid Attachment and submit to Purchasing.]

Prior to the execution of the contract resulting from this RFP, the successful firm will be required to provide proof of insurance that is compliant with the “INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUUILDING COMMISSION CONTRACTS” as outlined in the Attachment section of the E-bid.

Firms are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to RFP closing date and time in order to expedite the contract execution process.

B. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the carrying out of this project, the firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

C. E-VERIFY

In accordance with Neb. Rev. Stat. 4-108 through 4-114, the firm agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The firm shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The firm shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify. **E-VERIFY**.

D. COOPERATION WITH CONTRACTORS

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

E. PERMITS, REGULATIONS, LAWS

The firm must comply with all current Local, State and Federal requirements necessary to perform all duties and requirements of the resulting contract. The firm shall be responsible for obtaining and paying for all royalties, licenses, permits and approvals necessary for the execution of the contract. The firm guarantees that it has the full legal right to the materials, supplies, equipment, software and other items used in performing all aspects associated with the contract.

F. MATERIALS AND WORKMANSHIP

The firm shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by the resulting contract, within the time specified, in accordance with the provisions as specified.

The firm shall be responsible for all work put in under the RFP Specifications and shall make good, repair and/or replace, at the firm's own expense, as may be necessary any defective work, material etc. if in the opinion of the department and/or Purchasing said issue is due to imperfection in material, design, workmanship or firm's fault.

G. INDUSTRY STANDARDS

If not otherwise provided, materials or work outlined for the resulting contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

H. DATA PRIVACY

Firm agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

The firm agrees to hold the Owners harmless from any claims resulting from the Proposer's unlawful disclosure or use of private or confidential information.

Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.

If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

I. SITE RULES AND REGULATIONS (IF APPLICABLE)

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

VI. TERMS AND CONDITIONS

A. CONFLICTING TERMS

To the extent other terms and conditions attached hereto conflict with the terms and conditions stated herein, the resulting contract agreement shall control.

B. CONTRACT DOCUMENTS

The Contract Documents comprise the Contract, and consist of all documents contained in the Ebid and documents submitted by the firm during the RFP process.

C. TERMINATION

[Department to determine number of days of notification for termination by either party and also number of days for compliance following cure notice, complete the areas highlighted in yellow and remove the outer brackets]

This Contract may be terminated by the following:

1. Termination for Convenience. Either party may terminate this Contract upon [thirty (30)] days written notice to the other party for any reason without penalty.
2. Termination for Cause. The Owners may terminate the contract for cause if the Contractor:
 - a. Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - b. Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - c. Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the firm written notice of said breach or default and allow the firm [ten] [(10)] days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

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

In the event that funding is not available to continue with services as written, the Owner(s) reserve the right to cancel the contract for convenience with no financial obligation to the firm, Subcontractors or other stakeholders besides the amount due for services rendered prior to notice of cancellation.

The Owner(s) may terminate the resulting contract in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the Owner(s). In the event of unavailability of funds to pay any amounts due under the resulting contract, the Owner(s) shall immediately notify the firm and the resulting contract shall terminate without penalty or expense to the Owner(s). Upon termination, the Owner(s) shall pay firm for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by the resulting contract.

E. IMPLIED REQUIREMENTS

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the RFP documents, shall be included.

F. CONTRACT MODIFICATION

The resulting contract shall be modified only by the written agreement and approval of the parties through a contract amendment. No alteration variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties through a contract amendment. Every amendment shall specify the date on which its provisions shall be effective.

G. ASSIGNMENT

The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent confirming approval by the Owners.

H. LIQUIDATED DAMAGES

[If liquidated damages shall be applied to this project, indicate the amount]

[Option 1] Failure to complete the project by the dates specified in the contract shall result in the charging of liquidated damages in the amount of **[dollar amount]** per **[day]**.

[Option 2] No liquidated damages are associated with this project.

I. LAWS

The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

J. SEVERABILITY

If any provision of the resulting contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of the resulting contract shall be enforced to the fullest extent permitted by law.

K. LIVING WAGE

The firms agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July. This provision is only applicable to City of Lincoln projects.

L. INDEPENDENT CONTRACTOR

It is the express intent of the parties that the contract awarded shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the firm. The firm and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the firm's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Firm shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

M. STAFF QUALIFICATIONS

The firm shall warrant that all persons assigned by it to the performance of this contract shall be the employees of the firm (or specified Subcontractor) and shall be fully qualified to perform the work required. The firm shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the firm to provide qualified staffing at the level required by the awarded contract may result in termination of the contract or damages.

N. OWNERSHIP

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the firm under the contract resulting from this RFP shall be owned by the using agency. The firm may not release any materials without the written approval of the using department.

O. CITY AUDIT ADVISORY BOARD

All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/purchase order, as allowed by law. This provision is only applicable to City of Lincoln Projects.

VII. PAYMENT AND INVOICING

A. PROHIBITION AGAINST ADVANCE PAYMENT

Owners will not pay for services or equipment in advance of receipt and approval of such product or service throughout the term of the contract unless specifically listed in the final contract document.

B. TERMS OF PAYMENT

Unless other specification provisions state otherwise, payment in full will be made by the Owner Departments within thirty (30) calendar days after all of the following criteria is met:

1. The required labor has been performed and all equipment or other merchandise has been delivered;
2. Such labor and equipment and other materials have met all contract specifications; and
3. An invoice with the unit price and total amount is submitted to the department and approved.

C. TAXES AND TAX EXEMPT CERTIFICATE

The Owner is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.

The exception to this statement is the Water Division of the City of Lincoln. All service and supplies are taxable per Reg. 066.14A and no exemption certificate will be issued.

D. INVOICES

Firm's invoices for payment of services and products must be sent to the appropriate department according to contract terms with all applicable information included to ensure proper billing and final payment. Invoices shall include the following:

1. Firm's information:
 - a. Company Name;
 - b. Address; and
 - c. Phone number for billing inquiries.
2. Owner's information:
 - a. Name of requesting department;
 - b. Contact name;
 - c. Address
 - d. Phone number
 - e. Specific list of duties performed and rates charged.

Failure to provide invoices in this manner may result in late payment to the firm with no repercussion to the Owners.

E. INSPECTION AND APPROVAL

[Department to determine if this section applies]. [If not, then select the option with the appropriate language and remove the remaining option.]

[Option 1:] Standard inspection at the time of delivery will be performed to ensure conformance to the requirements"

[Option 2:] This section does not apply to this project"

[If this section applies, department to provide specific information regarding inspection and approval, remove all other non-applicable language and highlighting. – See sample language for inspection/approval - "All units will be inspected by the Owner(s) and tested by the firm at the time of delivery/installation. Tests will be performed to ensure that item(s) are in working order and have full functionality. In the event the inspection and/or testing fails, the Owner(s) reserve the

right to reject the item(s) and receive a replacement with the same characteristics and functions within _____ hours/days."

F. PAYMENT SCHEDULE

The payment schedule for the project is tied to specific dates and deliverables as outlined in the awarded contract. Invoices may be submitted by the firm on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved by the Owners' designee. A percentage of the total contract cost may then be invoiced based on the schedule.

ONE-TIME PURCHASES

City Purchasing Process

For One-Time purchases
Over \$3,000.00

Formal Bids (over \$25,000)
2 calendar weeks on E-Bid

Quotes (under \$25,000)
3-7 calendar days on E-bid

Department to Complete
Purchase Requisition

Department to Complete Intake Form,
Specifications Template, Attachments
& Summary of Documents Checklist –
submit to Purchasing

Purchasing Prepares E-Bid, Reviews &
Finalizes Documents for Department
Approval – Bid Advertisement

Department approves & Purchasing
issues Formal Bid/Quote



METHOD OF PROCUREMENT

ONE-TIME PURCHASE (QUOTE/BID)

ANNUAL REQUIREMENTS CONTRACT

ANNUAL SUPPLY CONTRACT

REQUEST FOR PROPOSAL WITH COST

REQUEST FOR PROPOSAL
PROFESSIONAL SERVICES

CONSTRUCTION BID

SOLE SOURCE
(CONTRACT/ONE-TIME PURCHASE)

SOLE SOURCE CONTRACT

City of Lincoln
[Annual Supply/Requirements]
Bid [Number]

Issue Date: [Day], [Month] [Date], 2017

Closing Date and Time:
[Day], [Month] [Day], 2017 at 12:00 p.m. (CST)



Lincoln-Lancaster County Purchasing
[Agent's Name]
[Position Title]
440 S. 8th Street, Suite 200
Lincoln, NE 68508
402-441-8103

CONSTRUCTION BID

City of Lincoln
[Project Description]
Bid [Number]

Issue Date: [Day], [Month] [Date], 2017

Closing Date and Time:
[Day], [Month] [Date], 2017 at 12:00 p.m. (CST)



Lincoln-Lancaster County Purchasing
[Agent's Name]
[Position Title]
440 S. 8th Street, Suite 200
Lincoln, NE 68508
402-441-8103

Affirmative Action - The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

INVITATION TO BID

Annual Supply of [Product Description]
Bid [Number]

Issue Date: [Day], [Month] [Date], 2017

Closing Date and Time:
[Day], [Month] [Date], 2017 at 12:00 p.m. (CST)



Lincoln-Lancaster County Purchasing
[Name of Agent]
[Position Title]
440 S. 8th Street, Suite 200
Lincoln, NE 68508
402-441-8103

INVITATION TO BID

City of Lincoln
Annual Requirements for [Service Description]
Bid [Number]

Issue Date: [Day], [Month] [Date], 2017

Closing Date and Time:
[Day] [Month] [Date], 2017 at 12:00 p.m. (CST)



Lincoln-Lancaster County Purchasing
Suzanne Ideus
Assistant Purchasing Agent
440 S. 8th Street, Suite 200
Lincoln, NE 68508
402-441-8103

INVITATION TO BID

City of Lincoln
One-Time Purchase [Product or Service]
Bid [Number]

Issue Date: [Day], [Month] [Date], 2017

Closing Date and Time:
[Day], [Month] [Date], 2017 at 12:00 p.m. (CST)



Lincoln-Lancaster County Purchasing
[Agent's Name]
[Position Title]
440 S. 8th Street, Suite 200
Lincoln, NE 68508
402-441-8103

Request for Proposal – Intake Form Entry-level User

GENERAL INFORMATION	
Department Name	[Type here]
Entity/Authority (City, County, City/County or City/County/PBC)	[Type here]
Funding Source (Local, State, Federal)	[Type here]

Section I. Information needed for each item listed below:
A. PROJECT OVERVIEW (a brief overview of the project). [Type here]
B. PROJECT/BACKGROUND INFORMATION [Type here]
C. AVAILABLE INFORMATION AND/OR IMPORTANT DOCUMENTS [Type here]
D. CONTRACT PERIOD (Indicate the number of years for the contract and the configuration desired (i.e. One (1) year with the option for three (3) one (1) year renewals) [Type here:]
E. ESSENTIAL QUALIFICATIONS AND EXPERIENCE [Type here:]

Section II.	C. PROJECT TIMELINE
ACTIVITY ITEM	DATE (TIME IF APPLICABLE)
Request for Proposal Issued	[Month day, year]
Pre-Proposal Meeting	[Month day, year and time] [or indicate "N/A"]
Last Day to Submit Questions	[Month day, year]
Proposal Submittal Deadline	[Month day, year] 12:00 PM CST
Evaluation Period	[Month day, year]
Short-list Notification (if applicable)	[Month day, year]
Oral Interviews (if necessary)	[Month day, year]
Final Selection	[Month day, year]
Scope of Services, Negotiations and Fee	[Month day, year]
Projected Notice to Proceed – Contract Execution	[Month day, year]
Deliverable Due Date(s) and/or Implementation Start and completion date.	[Month day, year]

Section II.	Selection & Negotiating Committees	

DRAFT

IDENTIFYING MISSING LINKS

- Inconsistency
- No Boilerplates
- Margin for Error
- Manual Process
- Growth Impediment

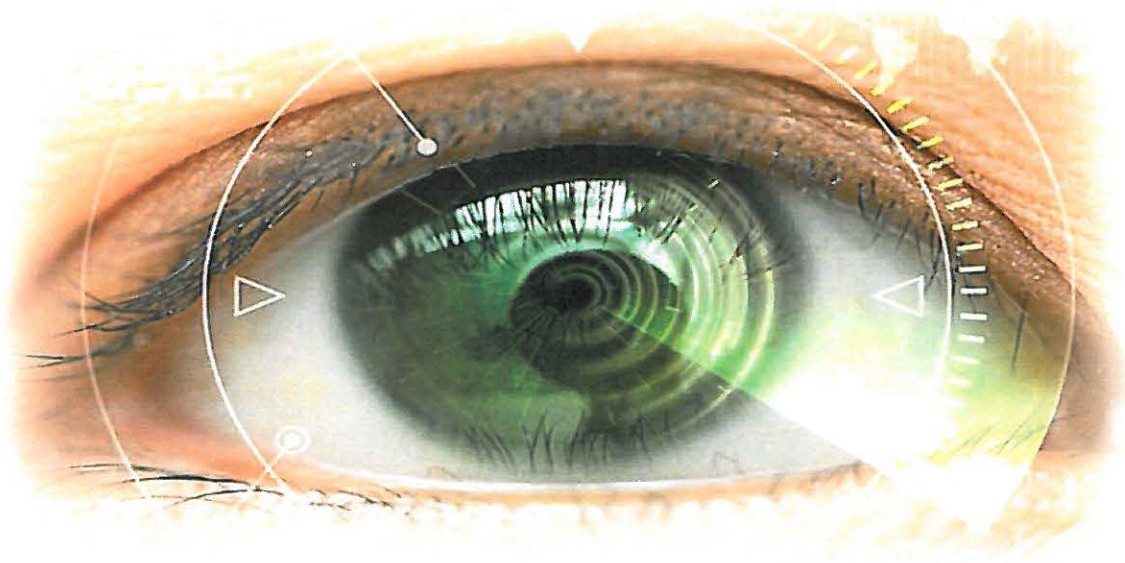


INTERPRETATION



- Standardization is Key
- Development of Processes is Critical
- Making Resource Materials Available
- Creating Proficiency Translates to Success

NEW VISION



- Design and Implement a Comprehensive Procurement System
- Improve Quality of Service Delivered to Departments
- Increase Knowledge & Broaden Vendor Participation
- Foster Leading Edge Procurement Strategies

REVEALING A NEW PATHWAY



- New Procedures to Make Your Job Easier
- More Focus on Substance and Less Speculation
- Positioned for Higher Productivity and Greater Efficiency

STRATEGIC IMPROVEMENTS

- A New Look and Experience
- Capitalizing on Technology
- Capturing Vendor Interest
- Appeal to Multiple Users
- Assenting Trajectory



THE CHOICE IS EASY



Solid Resources and Information Results in...

- Reduction in Consumption of Valuable Time
- Emphasis on Product/Services
- Provides Clarity and Direction
- Promotes Responsiveness

THE NEED FOR SPEED



- Mastering the Learning Curve
- Acceleration of Processing Time
- Rapid Succession
- Progression in Meeting Deadlines

ENHANCED SERVICES

You Get to Choose...

- **Entry-Level** (One-on-One personal assistance)
- **Intermediate** (Help get me started)
- **Advanced** (I've got this!)



DEVELOPMENT OF RESOURCES



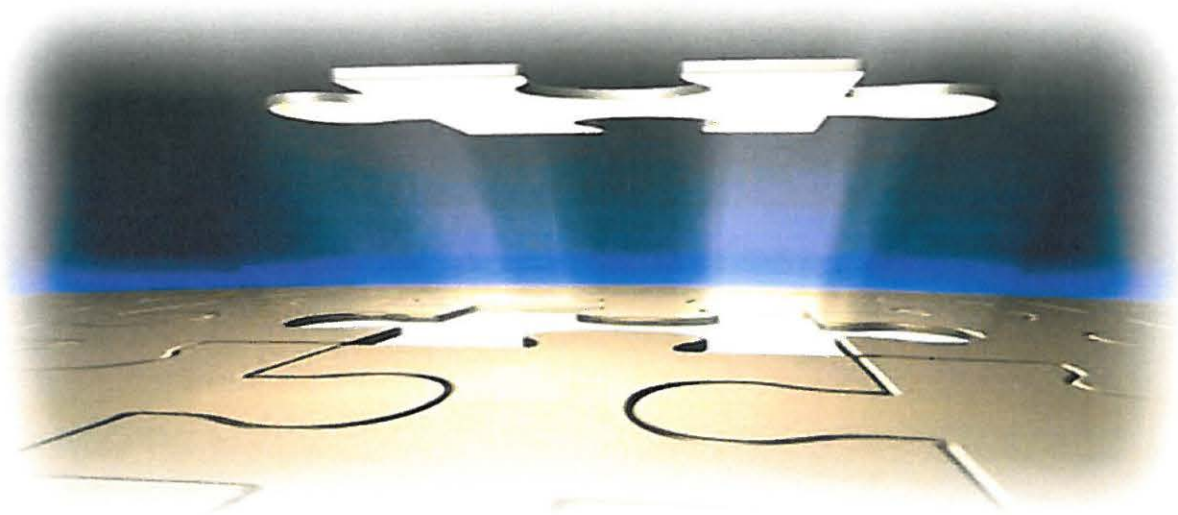
Phase I – Requests for Proposals

- Flow Charts
 - Intake Forms
 - RFP Boilerplates
 - Evaluation Manual
 - Electronic Scoring Documents
-

Phase 2 – Invitation to Bid

- Annual Supply/Requirements
- One-Time Purchase
- Construction
- Intake Forms
- Sole Source

COMPLETING THE PUZZLE



Method of Procurement

- Resource Materials at your Fingertips
- Color Scheme Based on Type of Procurement
- Departments Receiving Quality Customer Service
- Getting the Best Product/Service at the Best Value
- Peaking Vendor Interest in Solicitation Opportunities

ASCENSION HAS BEGUN



- ONE-TIME PURCHASE
- RFP - PROFESSIONAL SERVICES
- ANNUAL REQUIREMENTS
- RFP WITH COST
- ANNUAL SUPPLY
- CONSTRUCTION BID
- SOLE SOURCE

THE DOOR TO THE FUTURE AWAITS YOU



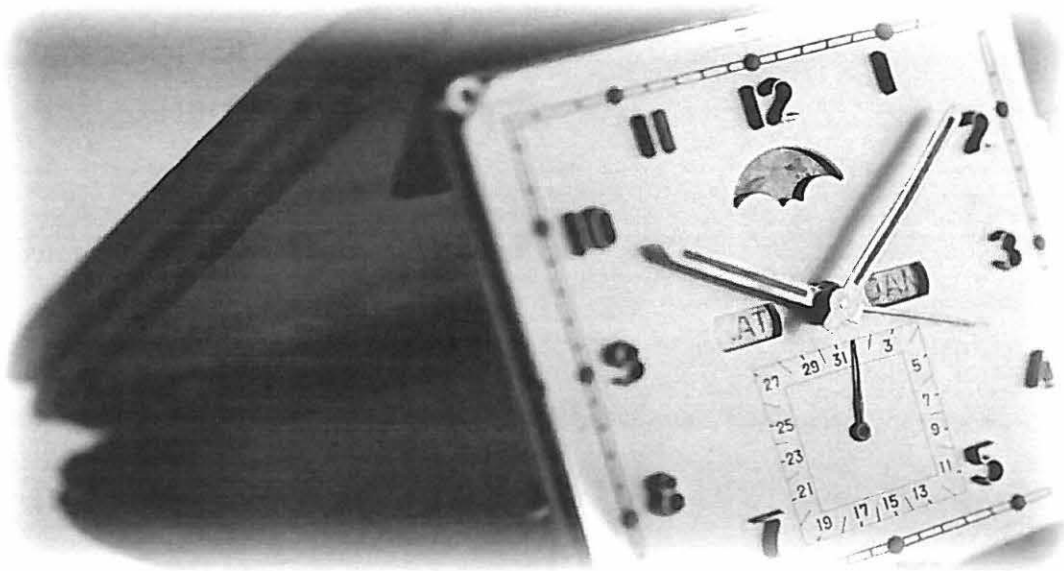
Take the Steps to Arrive at Success!

THE NEXT MOVE IS YOURS



Together We Stand to Win!

DON'T LET ANOTHER DAY GO BY



The Time is **Right**, the Time is **NOW!**