STATE OF NEBRASKA SERVICE CONTRACT AWARD

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

PAGE	ORDER DATE
1 of 3	03/30/10
BUSINESS UNIT	BUYER
23205009	MARY LANNING

VENDOR NUMBER: 506943

VENDOR ADDRESS:

GEOGRAPHIC SOLUTIONS
1001 OMAHA CIR
PALM HARBOR FLORIDA 34683-4036

CONTRACT NUMBER
42840 O4

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

APRIL 01, 2010 THROUGH APRIL 30, 2014

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

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

Original/Bid Document 3071 Z1

Contract to provide, furnish, install, configure and support a Workforce Case Management and Reporting System (WCMRS) to the State of Nebraska, Department of Labor, for a period effective April 1, 2010 through April 30, 2014 with the option to renew for two (2) additional three (3) year periods as mutually agreed upon by all parties.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: http://www.das.state.ne.us/accounting/forms/achenrol.pdf

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

If the Contractor is an individual or sole proprietorship, the following applies:
1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract shall incorporate the following previously submitted documents:
1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

Vendor Contact: Paul F. Toomey, President
Phone: 727-786-7955
Fax: 727-786-5871

BUYER

MATERIEL ADMINISTRATOR

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	TRAINING APRIL 20, 2010	3,000.0000	$	1.0000	3,000.00
2	GO LIVE MAY 1, 2010	62,750.0000	$	1.0000	62,750.00

Phase I (Lines 1-2) - Common components required for Workforce Information Datatbase:

Software and Software Installation April 1, 2010

User Acceptance Testing April 15, 2010 - May 1, 2010

Phase II (Lines 3-9) - Common and unique components required for Wagner-Peyser, Re-employment Services, Veterans, Workforce Investment Act Title B1, and Trade Adjustment Act.

3	BASE SYSTEM DESIGN AND SPECIFICATION; MAY 30, 2010	100,000.0000	$	1.0000	100,000.00
4	INITIAL SOFTWARE, CUSTOMIZATION & INSTALLATION JUNE 25, 2010	200,000.0000	$	1.0000	200,000.00
5	FINAL SOFTWARE CUSTOMIZATION & INSTALLATION; AUGUST 23, 2010	261,158.0000	$	1.0000	261,158.00
6	DATA CONVERSION & ACCEPTANCE JULY 30, 2010	75,500.0000	$	1.0000	75,500.00
7	REPORT BENCHMARK SEPTEMBER 3, 2010	561,158.0000	$	1.0000	561,158.00
8	TRAINING SEPTEMBER 3-SEPTEMBER 17,2010	48,500.0000	$	1.0000	48,500.00
9	GO LIVE OCTOBER 1, 2010	561,158.0000	$	1.0000	561,158.00
10	SOFTWARE MAINTENANCE AGREEMENT PHASE I MAY 1, 2010 - SEPTEMBER 30, 2010	6,500.0000	$	1.0000	6,500.00

BUYER INITIALS

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
11	ANNUAL MAINTENANCE AGREEMENT PHASE I & II OCTOBER 1, 2010 - SEPTEMBER 30, 2011	299,282.0000	$	1.0000	299,282.00
12	MAINTENANCE AGREEMENT MAY 1, 2010-APRIL 30, 2011	224,988.0000	$	1.0000	224,988.00
13	MAINTENANCE AGREEMENT MAY 1, 2011-APRIL 30, 2012	224,988.0000	$	1.0000	224,988.00
14	MAINTENANCE AGREEMENT MAY 1, 2012-APRIL 30, 2013	224,988.0000	$	1.0000	224,988.00
15	MAINTENANCE AGREEMENT MAY 1, 2013-APRIL 30, 2014	224,988.0000	$	1.0000	224,988.00
	Total Order				**3,078,958.00**

BUYER INITIALS

Geographic Solutions

Virtual OneStop® Maintenance Agreement

TERMS AND CONDITIONS

This Agreement is made between Nebraska Department of Labor of 550 South 16th Street, Lincoln, NE 68508, referred to as CUSTOMER, and Geographic Solutions, Inc. of 1001 Omaha Circle, Palm Harbor, Florida 34683, referred to as GEOGRAPHIC SOLUTIONS.

The CUSTOMER and GEOGRAPHIC SOLUTIONS, intending to be legally bound, hereby covenant and agree as follows:

1. DEFINITIONS.
In addition to terms elsewhere defined in this Agreement, the following terms shall have the meanings set forth in this Section 1 for purposes of this Agreement:

1.1 CUSTOMER is the single end-user organization signing this Agreement and authorized to use the PROGRAM.

1.2 DOCUMENTATION means user manuals and other written materials that relate to PROGRAM. DOCUMENTATION shall include any ERROR CORRECTIONS, MAINTENANCE MODIFICATIONS or BASIC ENHANCEMENTS thereto created by GEOGRAPHIC SOLUTIONS from time to time, and shall include MAJOR ENHANCEMENTS thereto when added to the DOCUMENTATION in connection with services contracted by CUSTOMER under separate agreement with GEOGRAPHIC SOLUTIONS.

1.3 ENHANCEMENTS shall mean changes or additions, other than MAINTENANCE MODIFICATIONS, to CORE CODE and related DOCUMENTATION, including all new releases, that improve functions, add new functions, or significantly improve performance by changes in system design or coding.

1.3.1 BASIC ENHANCEMENTS mean any ENHANCEMENTS that are not MAJOR ENHANCEMENTS. Basic enhancements include any changes or additions that are required due to changes in existing federal law and regulations that affect the PROGRAM.

1.3.2 MAJOR ENHANCEMENTS means changes or additions to PROGRAM and related DOCUMENTATION that (1) have a value and utility separate from the use of the PROGRAM and DOCUMENTATION; (2) as a practical matter, may be priced and offered separately from the PROGRAM and DOCUMENTATION; and (3) are not made available to any of GEOGRAPHIC SOLUTIONS' customers without separate charge.

1.4 ERROR is a statement or omission in the PROGRAM that causes or results in an incorrect function and that results in a failure to comply in any material respect with the applicable specifications.

1.5 ERROR CORRECTION is either a modification or addition other than ENHANCEMENTS or MAINTENANCE MODIFICATIONS that, when made or added to the PROGRAM, brings the PROGRAM into material conformity with its specifications, or a procedure or routine that, when observed in the regular operation of the PROGRAM, avoids the practical adverse effect of such nonconformity.

1.6 MAINTENANCE MODIFICATIONS are any modifications or revisions, other than MAJOR ENHANCEMENTS, to the PROGRAM or DOCUMENTATION that correct ERRORs, support new releases of the operating systems with which the PROGRAM is designed to operate, support new input/output (I/O) devices, or provide other incidental updates and corrections.

1.7 QUALIFIED PRIMARY CONTACT shall have the meaning set forth in paragraph 16.2.

1.8 PROGRAM is the computer software composed of the GEOGRAPHIC SOLUTIONS Virtual OneStop® Program Modules listed in EXHIBIT A attached hereto collectively referred to as the PROGRAM including any ERROR CORRECTIONS, MAINTENANCE MODIFICATIONS and ENHANCEMENTS thereto and updates thereof furnished by GEOGRAPHIC SOLUTIONS.

1.9 REGULAR BUSINESS HOURS are between 8.00 a.m. and 5.00 p.m. Central Time, Monday through Friday, excluding regularly scheduled national holidays.

1.10 RELEASE is a new version of the PROGRAM, which may include MAINTENANCE MODIFICATIONS and/or ERROR CORRECTIONS and/or ENHANCEMENTS.

1.11 STANDARD REPORTING PROCEDURE is the reporting of ERRORS by the QUALIFIED PRIMARY CONTACT, to GEOGRAPHIC SOLUTIONS via online at https://extranet.geosolinc.com/, fax at 727-786-5871, or E-mail to techspt@geosolinc.com.

1.12 MAINTENANCE FEES. As consideration for the Maintenance Services provided herein, CUSTOMER agrees to pay the fees for the PROGRAM as set forth in EXHIBIT A.

2. EFFECTIVE DATE.

This Agreement shall become effective 12:01 A.M. March 30, 2010, or upon execution by CUSTOMER and GEOGRAPHIC SOLUTIONS, whichever is later.

3. TERM OF AGREEMENT.

The Agreement shall continue for an initial period of four (4) years and may be renewed, at the discretion of CUSTOMER, for two (2) additional three (3) year periods from the PROGRAM ACTIVATION DATE, (each such period herein referred to as the "Extended Term") upon the condition that this Agreement is in full force and effect and there is no default in the performance of any condition hereof at the time of the commencement of the Extended Term. The CUSTOMER, in its sole discretion, may terminate the Agreement for any reason upon 30 days written notice to GEOGRAPHIC SOLUTIONS. Prior to the date of termination the receipt of written notice of termination shall not relieve GEOGRAPHIC SOLUTIONS of warranty or other service obligations incurred under the terms of this Agreement. In the event of cancellation GEOGRAPHIC SOLUTIONS shall be entitled to payment, determined on a pro rata basis, for products or services performed in accordance with the terms of this Agreement.

4. SCOPE OF SERVICES.

During the term of this Agreement, GEOGRAPHIC SOLUTIONS will provide maintenance and support services in support of the PROGRAM listed in EXHIBIT A. These services shall consist of:

4.1 TELEPHONE SUPPORT. GEOGRAPHIC SOLUTIONS shall provide CUSTOMER priority telephone support during REGULAR BUSINESS HOURS that permits CUSTOMER to report problems and seek assistance in use of the PROGRAM.

4.2 FAX SUPPORT. GEOGRAPHIC SOLUTIONS shall provide CUSTOMER priority fax support during REGULAR BUSINESS HOURS that permits CUSTOMER to report problems and seek assistance in use of the PROGRAM.

4.3 E-MAIL SUPPORT. GEOGRAPHIC SOLUTIONS shall provide CUSTOMER priority E-mail support during REGULAR BUSINESS HOURS that permits CUSTOMER to report problems and seek assistance in use of the PROGRAM.

4.4 ONLINE SUPPORT. GEOGRAPHIC SOLUTIONS shall provide SUBSCRIBER priority online support during REGULAR BUSINESS HOURS that permits SUBSCRIBER to report problems and seek assistance via the GEOGRAPHIC SOLUTIONS Online Project Communication website.

4.5 ERROR CORRECTION. GEOGRAPHIC SOLUTIONS shall use reasonable diligence to correct verifiable and reproducible over the Internet ERRORS when reported to GEOGRAPHIC SOLUTIONS in accordance with its STANDARD REPORTING PROCEDURES. The ERROR CORRECTION, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the ERROR CORRECTION.

4.6 NEW RELEASES. GEOGRAPHIC SOLUTIONS will periodically issue new RELEASES to the PROGRAM, containing ERROR CORRECTIONS and/or ENHANCEMENTS, to CUSTOMERS who have Maintenance Agreements in effect. GEOGRAPHIC SOLUTIONS shall provide CUSTOMER with one (1) copy of each new RELEASE for each copy of the PROGRAM covered by a Maintenance Agreement, without additional charge. GEOGRAPHIC SOLUTIONS shall provide reasonable assistance to help CUSTOMER install and operate each new RELEASE. RELEASES are cumulative, therefore CUSTOMER is required to install each new RELEASE as it becomes available.

4.7 DIGITAL MAP CHANGES. GEOGRAPHIC SOLUTIONS agrees to perform minor modifications to the digital maps in the PROGRAM to incorporate geographic boundary changes GEOGRAPHIC SOLUTIONS will designate modifications resulting from boundary changes as minor or major, depending on its assessment of the development that is required. By way of example, but not by way of limitation, a realignment of a Workforce Development Area definition may be considered a minor change and the introduction of a new geographic layer considered a major change.

4.8 CODE CHANGES RESULTING FROM PROGRAMDATABASE STRUCTURE CHANGES. GEOGRAPHIC SOLUTIONS agrees to perform basic modifications to the PROGRAM to incorporate changes that result from revisions to tables in the PROGRAMDATABASE structure on which the PROGRAM operates. PROGRAMDATABASE changes must be defined in writing by the U.S. Department of Labor, Employment and Training Administration. GEOGRAPHIC SOLUTIONS will designate modifications resulting from PROGRAMDATABASE changes as basic or major, depending on its assessment of the development that is required. All changes or additions that are required due to changes in existing federal law and regulations that affect the PROGRAM. are considered basic enhancements.

5. RESPONSE AND RESOLUTION TIME.

5.1 SUPPORT RESPONSE TIME. GEOGRAPHIC SOLUTIONS will take action on any support issue raised by CUSTOMER within forty-eight (48) hours. This period does not include weekends and National holidays. A response will normally occur in significantly less than forty-eight (48) hours.

5.2 SUPPORT RESOLUTION TIME. The support resolution time required for GEOGRAPHIC SOLUTIONS to answer a question or resolve a problem raised by CUSTOMER will vary considerably depending on the type of problem. Usually GEOGRAPHIC SOLUTIONS will answer questions and provide solutions to problems the same day they are received, often immediately. If research or consultation with specialists is required, resolution may take longer and Geographical Solutions will provide CUSTOMER with an estimated resolution time.

6. MAJOR ENHANCEMENTS.

GEOGRAPHIC SOLUTIONS may, from time to time, make available additional modules beyond the scope of GEOGRAPHIC SOLUTIONS Virtual OneStop® Program Modules listed in EXHIBIT A to CUSTOMER for an additional charge.

7. ADDITIONAL ENHANCEMENTS.

GEOGRAPHIC SOLUTIONS will consider, evaluate, and make a priority where possible, the development of additional ENHANCEMENTS for CUSTOMER's specific use and will respond to CUSTOMER's requests for additional services pertaining to the PROGRAM (e.g., new data conversion routines).

8. BACK LEVEL SUPPORT.

If CUSTOMER fails to install any RELEASE, GEOGRAPHIC SOLUTIONS will provide support and maintain back level versions of the PROGRAM for a period not to exceed 180 days.

9. EXCEPTIONS.

The following matters are not covered by this agreement:

1. Any problem resulting from the misuse, improper use, alteration, or damage of the PROGRAM;

2. Any problem caused by modifications in any version of the PROGRAM not authorized by GEOGRAPHIC SOLUTIONS;

3. Any problem resulting from programming software other than the PROGRAM;

4. Any problem caused by, or issues associated with, third-party software utilities, operating systems and database software that may be utilized by a PROGRAM. This includes but is not limited to Microsoft® Internet Information Server, Microsoft® SQL Server, WinZip, Corda Popchart/Highwire Enterprise, and Microsoft® Silverlight.

5. Any problem resulting from the combination of the PROGRAM with such other programming or equipment, to the extent such combination has not been approved by GEOGRAPHIC SOLUTIONS; or

6. Errors in any version of the PROGRAM other than the most recent RELEASE, provided that GEOGRAPHIC SOLUTIONS will continue to support superseded RELEASES for a reasonable period, not to exceed one hundred eighty (180) days, sufficient for CUSTOMER to implement the newest RELEASE.

CUSTOMER will be required to pay GEOGRAPHIC SOLUTIONS normal charges and expenses for time or other resources provided by GEOGRAPHIC SOLUTIONS to diagnose or attempt to correct matters not covered by this Agreement. Such normal charges and expenses shall be pre-authorized in writing by CUSTOMER and GEOGRAPHIC SOLUTIONS shall provide an itemized statement of charges and expenses. In addition, CUSTOMER is responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the PROGRAM and to obtain maintenance and support services from GEOGRAPHIC SOLUTIONS.

10. USE AND RESTRICTIONS.

GEOGRAPHIC SOLUTIONS shall have sole and exclusive ownership of all right, title, and interest in the PROGRAM listed in EXHIBIT A. This includes ownership of all copyrights and other intellectual property rights pertaining thereto. These ownership rights extend to any ERROR CORRECTIONS, ENHANCEMENTS, or RELEASES associated with the PROGRAM. CUSTOMER's rights and obligations concerning the use of any software provided by GEOGRAPHIC SOLUTIONS and any associated ERROR CORRECTIONS, ENHANCEMENTS, or RELEASES (or any other programming provided by GEOGRAPHIC SOLUTIONS, regardless of its form or purpose) shall be governed by the terms of the original software development agreement executed by CUSTOMER and GEOGRAPHIC SOLUTIONS.

11. LIMITED WARRANTY; LIMITATION OF LIABILITY; EXCLUSION OF CONSEQUENTIAL DAMAGES.

It is understood by the parties that in the States opinion this paragraph is unconstitutional under the Nebraska State Constitution, Article 13, Section 3, and the State may assert such unconstitutionality as a theory in litigation, despite assent to the remainder of this paragraph. Except for personal injury or death, GEOGRAPHIC SOLUTIONS total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed five times the price of the software or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES THEY AGREE THAT GEOGRAPHIC SOLUTIONS WILL NOT BE LIABLE FOR ANY COMERCIAL LOSS; INCONCENIENCE; LOSS OF USE, TIME. DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SOFTWARE, OR THE PERFORMANCE OF SERVICES BY GEOGRAPHIC SOLUTIONS PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding and contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

12. FEES AND EXPENSES.

The initial fee for each PROGRAM is set forth in EXHIBIT A. The fee is due and payable at the beginning of the initial term and each renewal term of services hereunder. Payment will be made

by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). CUSTOMER may require GEOGRAPHIC SOLUTIONS to accept payment by electronic means such as ACH deposit. In no event shall CUSTOMER be responsible or liable to pay for any services provided by GEOGRAPHIC SOLUTIONS prior to the Effective Date, and GEOGRAPHIC SOLUTIONS hereby waives any claim or cause of action for any such services.

13. DEFAULT.

Should CUSTOMER fail to pay any fees or charges due hereunder, GEOGRAPHIC SOLUTIONS may, at its option, in addition to other available remedies, terminate this Agreement or suspend services, provided that it first gives CUSTOMER fifteen (15) days prior written notice in order to permit CUSTOMER to cure the default. Should CUSTOMER fail to carry out any other obligation under this Agreement with GEOGRAPHIC SOLUTIONS, GEOGRAPHIC SOLUTIONS may, at its option, in addition to other available remedies, terminate this Agreement or suspend services, provided that it first gives CUSTOMER thirty (30) days prior written notice in order to permit CUSTOMER to cure the default. In addition, Maintenance Agreement coverage will terminate with respect to any copy of a PROGRAM that is no longer current as a result of replacement of such copies with a new RELEASE.

This Agreement shall terminate and services will be suspended immediately upon the modification of the PROGRAM by CUSTOMER, or any party other than direct employees of GEOGRAPHIC SOLUTIONS, unless a specific waiver for such activity is granted in advance, in writing, by GEOGRAPHIC SOLUTIONS.

14. TERMINATION.

Should CUSTOMER fail to pay any fees or charges due hereunder, GEOGRAPHIC SOLUTIONS may, at its option, in addition to other available remedies, terminate this Agreement or suspend services, provided that it first gives CUSTOMER fifteen (15) days prior written notice in order to permit CUSTOMER to cure the default. Should CUSTOMER fail to carry out any other obligation under this Agreement with GEOGRAPHIC SOLUTIONS, GEOGRAPHIC SOLUTIONS may, at its option, in addition to other available remedies, terminate this Agreement or suspend services, provided that it first gives CUSTOMER thirty (30) days prior written notice in order to permit CUSTOMER to cure the default.

15. CUSTOMER RESPONSIBILITIES

15.1 COOPERATION OF CUSTOMER. CUSTOMER agrees to use STANDARD REPORTING PROCEDURES to promptly notify GEOGRAPHIC SOLUTIONS following the discovery of any ERROR. Further, upon discovery of an ERROR, CUSTOMER agrees, if requested by GEOGRAPHIC SOLUTIONS, to submit to GEOGRAPHIC SOLUTIONS a listing of output and any other data that GEOGRAPHIC SOLUTIONS may require in order to reproduce the ERROR, and the operating conditions under which the ERROR occurred or was discovered.

15.2 QUALIFIED PRIMARY CONTACT. CUSTOMER agrees to designate one experienced, trained user as a QUALIFIED PRIMARY CONTACT for all technical support communications with GEOGRAPHIC SOLUTIONS. All updates and shipments will be sent to the QUALIFIED PRIMARY CONTACT for distribution. The QUALIFIED PRIMARY CONTACT is required to obtain the Geographic Solutions Software Administrator Training Certification. GEOGRAPHIC SOLUTIONS agrees to copy all technical support communication to a designated business support contact indentified by the CUSTOMER.

16. PROPRIETARY PROTECTION AND RESTRICTIONS.

16.1 LIMITED RIGHT OF USE. GEOGRAPHIC SOLUTIONS shall have sole and exclusive ownership of all right, title, and interest in and to the PROGRAM and all ERROR CORRECTIONS, MAINTENANCE MODIFICATIONS and ENHANCEMENTS thereof (including ownership of all trade secrets and copyrights pertaining thereto), subject only to the rights and privileges expressly granted to CUSTOMER herein by GEOGRAPHIC SOLUTIONS. This Agreement does not provide CUSTOMER with title or ownership of the PROGRAM, but only Maintenance of the PROGRAM for the period defined in Section 3. CUSTOMER must keep the PROGRAM free and clear of all claims, liens, and encumbrances.

16.2 RESERVATION OF RIGHTS; ACKNOWLEDGMENTS. CUSTOMER acknowledges that the PROGRAM that is being subscribed to by CUSTOMER hereunder constitutes a commercially valuable, proprietary product of GEOGRAPHIC SOLUTIONS, the design and development of which reflects the effort of skilled experts and the investment of considerable time and money. CUSTOMER acknowledges that the PROGRAM contains substantial trade secrets of GEOGRAPHIC SOLUTIONS, which GEOGRAPHIC SOLUTIONS shall entrust to CUSTOMER in confidence to use only as expressly authorized by this Agreement. CUSTOMER further acknowledges that GEOGRAPHIC SOLUTIONS claims and reserves all rights and benefits afforded under federal copyright law in the PROGRAM. Any distribution, copying, or modification of the PROGRAM not expressly authorized by this Agreement is strictly prohibited.

CUSTOMER may not use, copy, modify, or distribute the PROGRAM (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by GEOGRAPHIC SOLUTIONS. CUSTOMER may not reverse assemble, reverse compile, or otherwise translate the PROGRAM. CUSTOMER's rights may not be transferred, leased, assigned, or sublicensed except for a transfer of the Agreement in its entirety to (1) a successor in interest of CUSTOMER's entire business who assumes the obligations of this Agreement or (2) any other party who is reasonably acceptable to GEOGRAPHIC SOLUTIONS, and who first enters into a substitute version of this Agreement, and pays an administrative fee intended to cover attendant costs,or (3) another agency, division, or department of the State of Nebraska.

16.3 CONFIDENTIALITY OBLIGATIONS. In addition to the limitations on

CUSTOMER'S rights set forth hereof, CUSTOMER shall not, at any time, disclose or disseminate the trade secrets embodied in the PROGRAM to any other person, firm, or organization or to any employee or agent of CUSTOMER who does not need to obtain access thereto in connection with CUSTOMER's exercise of its rights under this Agreement. Under no circumstances may CUSTOMER disclose or disseminate such trade secrets to any competitor of GEOGRAPHIC SOLUTIONS. SUBSCRIBER shall devote its best efforts to ensure that all persons afforded access to the PROGRAM protects GEOGRAPHIC SOLUTIONS' trade secrets against unauthorized use, dissemination, or disclosure.

16.4 INFRINGEMENT. If a third party claims that the PROGRAM infringes its patent, copyright, or trade secret, or any similar intellectual property right, GEOGRAPHIC SOLUTIONS will defend CUSTOMER against that claim at GEOGRAPHIC SOLUTIONS' expense and pay all damages that a court awards, provided that CUSTOMER promptly notifies GEOGRAPHIC SOLUTIONS in writing of the claim, and allows GEOGRAPHIC SOLUTIONS to control and cooperate with CUSTOMER in the defense of such claim or any related settlement negotiations. If such a claim is made or appears possible, CUSTOMER agrees to permit GEOGRAPHIC SOLUTIONS to enable CUSTOMER to continue to use the PROGRAM, or to modify or replace it. If GEOGRAPHIC SOLUTIONS determines that none of these alternatives is reasonably available, in its sole and absolute discretion, CUSTOMER agrees to immediately return the PROGRAM on GEOGRAPHIC SOLUTIONS' written request and discontinue use thereof, and CUSTOMER will then receive a credit equal to the net book value for the PROGRAM determined in accordance with generally accepted accounting principles. However, GEOGRAPHIC SOLUTIONS has no obligation for any claim based on modification by CUSTOMER of the PROGRAM or its combination, operation, or use with any product, data, or apparatus not specified or provided by GEOGRAPHIC SOLUTIONS, provided that such claim solely and necessarily is based on such combination, operation, or use and such claim would be avoided by combination, operation, or use with products, data, or apparatus specified or provided by GEOGRAPHIC SOLUTIONS.

16.5 SURVIVAL OF OBLIGATIONS. CUSTOMER'S obligations under this Section shall survive termination of this Agreement.

17. FORCE MAJEURE.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the Agreement due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the Agreement. The party so affected shall immediately give notice to the other party of the Force Majeure Event. CUSTOMER may grant relief from performance of the Agreement if the GEOGRAPHIC SOLUTIONS is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon GEOGRAPHIC SOLUTIONS. To obtain release based on a Force Majeure Event, GEOGRAPHIC SOLUTIONS shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be

considered a Force Majeure Event and will not suspend performance requirements under the Agreement.

18. ASSIGNMENT.

18.1 ASSIGNMENT BY CUSTOMER

CUSTOMER shall have the right to assign or transfer the Agreement or any of its interests herein to any agency, division or department of the State of Nebraska. There shall be no charge to CUSTOMER for any assignment hereunder.

18.2 ASSIGNMENT BY GEOGRAPHIC SOLUTIONS

GEOGRAPHIC SOLUTIONS may not assign, voluntarily or involuntarily, the Agreement or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the CUSTOMER, which will not be unreasonably withheld.

19. SEVERABILITY.

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

20. NOTICES.

All notices or other communications required to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered either personally, by email, by facsimile with receipt confirmed, or one day after delivery to an overnight courier guaranteeing next day delivery and addressed as provided in this Agreement or as otherwise requested in writing by the receiving party.

21. PUBLICITY.

GEOGRAPHIC SOLUTIONS agrees not to state that the company or its services are endorsed or preferred by the CUSTOMER. News releases pertaining to the project shall not be issued without prior written approval from the CUSTOMER.

CUSTOMER agrees that no advertising will be placed on any Internet web site created using the PROGRAM without the expressed written approval of GEOGRAPHIC SOLUTIONS. CUSTOMER agrees that the copyright of GEOGRAPHIC SOLUTIONS PROGRAM will be acknowledged on the home page of the PROGRAM.

22. MODIFICATIONS AND WAIVERS.

This Agreement may not be modified or amended except by a writing signed by both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by the party waiving its rights. The non-enforcement or waiver of any provision on one

(1) occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no action or course of conduct or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

23. ENTIRE AGREEMENT.
This Agreement contains the entire agreement of the parties and no representations, promises, agreements or understandings, written or oral, not contained herein shall be of any force or effect. It may not be changed orally, but only by a writing signed by both parties.

24. BINDING EFFECT/CHOICE OF LAW.
This Agreement shall bind the parties hereto, their personal representatives, successors and assigns.

25. TIME IS OF THE ESSENCE.
Time is of the essence hereof.

CUSTOMER

By: _____
Signature of Authorized Representative

Name: Steve Sulek

Title: Administrator - AS Materiel

Dated: 3/31/2010

GEOGRAPHIC SOLUTIONS

By: _____
Signature of Authorized Representative

Name: Paul Toomey

Title: President

Dated: 03/29/2010

EXHIBIT A

SOFTWARE ITEMS

The following is a list of the Virtual OneStop® modules included with this Maintenance Agreement and the cost of maintenance and support of the Virtual OneStop® System;

Module Description	Included
CORE SERVICES FOR INDIVIDUALS MODULE: **My Home Page, Career Services** (career tips, career explorer-match your skills-job skills, career explorer-match your skills-personal skills, career informer, job market explorer) **Job Seeker Services** (Job search, job market trends, employers), **Education Services** (training providers and schools, training and educational programs, educational program completers), **Labor Market Services** (labor market facts, area profile, industry profile, occupation profile), **Individual Registration, My OneStop Profile** (personal profile, search history profile, assessment profile-job and personal skills), **Quick Menu** (Job Search), **Assistance Center.**	Yes
ADDITIONAL SERVICES FOR INDIVIDUALS MODULE: **Financial Services** (overall budget planning, training budget planning, transition budget planning), **Education Services** (financial aid for training), **Community Services** (eligibility requirements, programs and services), **Unemployment Services** (eligibility, filing, unemployment benefits) **Veteran Services** (list of available services), **Youth and Senior Services** (list of available services), **Staff Provided Services** (description of available services). *Requires Core Services for Individuals Module.*	Yes
LABOR EXCHANGE FOR INDIVIDUALS MODULE: **Job Seeker Services** (10 Steps to find a job, resumé builder, background wizard, letter builder, virtual recruiter-for individuals), **My OneStop Profile** (employment pl an), **Message Center** (appointments , messages)., **Quick Menu** (Resumé Builder, My Background). *Requires Core Services for Individuals Module.*	Yes
CORE ASSESSMENT MODULE: **Career Services** (career explorer-interest analyzer, career explorer- work importance analyzer, display of individual work values and interests for an occupation). **My OneStop Profile** (assessment profile- interests, work importance). *Requires Core Services for Individuals Module.*	Yes
CORE SERVICES FOR EMPLOYERS MODULE: **Recruitment Services** (candidate search-external search, job market trends) **Education Services** (training providers and schools, training an educational programs, educational program completers), **Labor Market Services** (labor market facts, area profile, industry profile, occupation profile), **Assistance Center, Employer Registration, My Company Profile** (corporate profile, search history profile)	Yes
ADDITIONAL SERVICES FOR EMPLOYERS MODULE: **Human Resource Info and EEO Information** (list of available services), **Labor Relations** (list of available services), **Government Resources** (list of available services), **Wellness and Economics** (list of available services), **Employer Incentives** (list of available services), **Staff Provided Services** (description of available services). *Requires Core Services for Employers Module.*	Yes

Module Description	Included
LABOR EXCHANGE FOR EMPLOYERS MODULE: Recruitment Services (post a job, candidate search-quick and advanced search for resumés, candidate ranking recruitment and hiring tool, job applicant tracking, candidate market trends, virtual recruiter-for individuals). **Company Profile** (recruitment plan profile) **Quick Menu** (post a job, candidate search). *Requires Core Services for Employers Module.*	Yes
WORKKEYS MODULE: Assessment Plan (input of individual WorkKeys® scores), **Career Services** (career explorer-Workplace skills, selection of appropriate occupations from scores), **Recruitment Services** (optional incorporation of WorkKeys® scores in labor exchange). **My OneStop Profile** (assessment profile- workplace skills). *Requires Core Services for Individuals, Core Case Management Module and Core Assessment Module.*	No
CONSUMER REPORTS MODULE: Education Services (display performance information for eligible programs, comparison of performance between programs and providers), Web Based Input of Eligible Training Providers and Programs, Staff Management of Eligible Programs and Providers.	No
CORE SERVICES FOR STAFF MANAGING INDIVIDUALS MODULE: Manage Individuals (create an individual account, assist an individual), **Individuals My OneStop Profile** (personal profile, search history profile), **View Reports** (registered Individuals, feedback surveys).	Yes
CORE SERVICES FOR STAFF MANAGING EMPLOYERS MODULE: Manage Employers (create an employer account, assist an employer, employer system access rights), **Employers My Company Profile** (corporate profile, search history profile), **View Reports** (registered employers, feedback surveys).	Yes
LABOR EXCHANGE FOR STAFF MODULE: Staff-Assisted Labor Exchange for Individuals, Staff-Assisted Labor Exchange for Employers. **Manage Resumés** (Advanced Search, Advanced Search by Job Order), **Manage Job Orders** (job order verification, job order referrals, job order mass referrals, job order follow-up, job order referral results), **Manage Labor Exchange** (create/modify job skill sets, automated referral notification and follow up), **View Reports** (resumés, enrolled individuals, job orders). *Requires Core Services for Staff Module.*	Yes
SERVICE TRACKING MODULE: Manual and Automated Tracking of Services, **Managing Individuals** (scheduled services, manage individual services) , **Case Management Profile** (Activities-Service Plan), **View Reports** (Activities, Services Provided Employers, Services Provided Individuals). *Requires Core Services for Staff Module.*	Yes
CORE CASE MANAGEMENT MODULE: Case Management Profile (Common Intake, Case Assignment, Case Load, Case Notes, Activities, Programs, Individual Employment Plan (IEP), Objective Assessment Summary (OAS), Assessment Plan. **View Reports** (case load reports, predictive reports, Federal Reports). *Requires Core Services for Staff Module and Service Tracking Module .*	Yes
WIA CASE MANGEMENT MODULE: Case Management Program (WIA Application, WIA participation record, WIA enrollment activities, Case Closure, WIA outcomes (exit), WIA follow-ups, Youth goals and /or Youth Numeracy Literacy tracking); Reports (predictive reports, soft exit reports, Federal Reports-9090,9091, WIA data validation file). *Requires Core Case Management Module.*	Yes
WAGNER PEYSER CASE MANAGEMENT MODULE: Manage Profiling (profiling non-compliance / waived / exempted, profile orientation letter), Veteran Management, View Reports (enrolled individuals, 9002 A-E reports, VETS200, MIC, 9048, WP data validation file). *Requires Core Case Management Module.*	Yes

Module Description	Included
GENERIC PROGRAM APPLICATION MODULE: "Generic Program" set of applications (Eligibility Application, Enrollment Activities, Exit) with integration into IFT to assist in managing funds. *Requires Core Case Management Module.*	No
TRADE ADJUSTMENT ASSISTANCE CASE MANAGEMENT MODULE: "TAA" set of applications (Eligibility Application, Participation Application, Enrollment Activities, Case Closure, Exit, Follow-up, Federal Performance Reports, TAPR File) with integration into IFT to assist managing funds. *Requires Core Case Management Module.*	Yes
SCANNED DOCUMENTS MODULE: Capture and online review of scanned verification documentation. Supports Common Intake, Wagner Peyser, WIA, Generic Program, Trade Adjustment Assistance, Summer Youth Program, and Welfare Transition Modules. ***Requires Core Case Management Module.*** ***Scanning Hardware Not Included*	No
STANDARD INDIVIDUAL FUND TRACKING MODULE: Manage Participant Costs, Individual Account / Account Limits, Referrals to Providers, Vouchers to Providers/Vendors/Individuals and Payments to Vouchers. ***Requires Core Case Management Module***	Yes
ADVANCED FUND TRACKING MODULE: Manage Participant Costs, Individual Account / Account Limits, Referrals to Providers, Vouchers to Providers/Vendors/Individuals and Payments to Vouchers. Ability to create and manage and track funds and establish provider contracts. *Requires Core Case Management Module.*	No
PROVIDER ADMINISTRATION MODULE: Administrative access to review provider applications, programs and general information to determine if provider successfully meets ETPL requirements. Providers and programs that are approved by administrator will be displayed to the public via the Consumer Reports Module. ***Requires Provider Management Module***	No
PROVIDER MANAGEMENT MODULE: A secure web portal which provides authorized training provides the ability to apply for recognition as an Eligible Training Provider. Providers can enter and manage information on training programs as part of the initial application process.	No
SUMMER YOUTH PROGRAM MODULE: "Summer Youth Program" set of applications (Eligibility Application, Individual and Mass Enrollment Activities, Exit, Reporting System) with integration into IFT to assist in managing funds. *Requires Core Case Management Module.*	No
TRAINING APPLICATION MODULE: Allows individuals to complete training requirements, at which time staff confirms WIA eligibility. *Requires Core Case Management, Core Services for Individuals, and WIA Case Management Modules*	No
WELFARE TRANSITION PROGRAM MODULE: Application, Objective Assessment Summary, Individual Employment Plan, calculation of required hours per week by number of work eligible people in the household and age of youngest child. Enrollment into countable work activity. Ability to record participation hours in a timesheet. ***Requires Core Case Management Module***	No
SCAN CARD MODULE: Automated tracking of services and events using scan card readers. Addition of scan card id to registration. *Requires Service Tracking Module.*	No

Module Description	Included
ATTENDANCE TRACKING MODULE: Provides manual or online registration of individuals for state and local events. Restrictions such as class size limits can be set. Allows staff to input and track the attendance of individuals at One-Stop events.	No
ADMINISTRATION SYSTEM: Email Addresses, System Defaults, LMI Data Control, Administer a Staff Account, Create a Staff Account, Create Privilege Groups, Change Privilege Group Settings, Delete Privilege Groups, Administer Individuals, Administer Employers, Import/Export Data, Data Modification, Archive Records, Restore Records, Administer an Admin Account, Create an Admin Account, Individual /Employer Services.	Yes
WEB CONTENT MANAGEMENT MODULE: A user-friendly, what you see is what you get (WYSIWYG) integrated content management tool. The Content Publisher lets staff create articles, customize web pages, change images, and add, edit, and delete content displayed in many different areas within the system.	Yes
LABOR MARKET ANALYSIS MODULE: **Analyst Registration Module**, **Demographics** (US census commuting -patterns, US census labor force, income, population), **Education** (training providers and schools, training and education programs), **Employers** (employer search, mass layoffs), **Income and Wages** (income, quarterly census of employment and wage, occupational wage), **Industry** (quarterly census of employment and wages, current employment statistics (CES), staffing patterns, industry employment & projections) , **Labor Force** (US census commuting patterns, labor force, employment & unemployment), **Occupation** (occupational employment by Industry, occupational employment & projections, occupational wages, licensed occupations), **Economic Indicators** (consumer price index, building permits, government transfer payments), **Demographics** (US census commuting patterns, US census labor force, income, population data.)	Yes
LMI DATA LOADER: A web based utility that is specifically designed to import and export data to and from the Workforce Information Database (WID). The tool validates all data entered, including checks for empty fields, referential integrity, and primary key violations. Rejected data can be exported to an external file.	Yes
LOCAL LABOR MARKET SURVEY: Telephone survey of local employers to determine hiring practices. Data results are displayed in the **Occupation Profile**.	No
WEB INTERFACE for users with average speed internet/intranet access.	Yes
TEXT INTERFACE for users who want maximum performance.	Yes
SPANISH LANGUAGE INTERFACE: Spanish Version of Services for Individuals and Employers.	No
VISUALLY IMPAIRED INTERFACE: Version of Services for Individuals and Employers optimized for screen readers such as JAWS.	Yes
TOUCH SCREEN INTERFACE : – A Simplified Job Search Function for Touch Screen Kiosks (jobseeker will be required to visit a facility to see job details). *Requires Kiosk with Internet Access.*	No

Deliverable	Target Completion Date	Proposed Invoice Date	Invoice Amount
1. Software Maintenance Agreement: Phase I	May 1, 2010 – Sept 30, 2010	May 1, 2010	$6,500
2. Annual Maintenance Agreement (Phase 1 & 2)	Oct 1, 2010 – Sept 30, 2011	Oct 1, 2011	$299,282
3. Four (4) Year Maintenance Agreement	May 1, 2010 – April 30, 2014	May 1 annually	Four year total $899,952

Appendix D: Licensing Agreement has been removed due to copyright.

Exhibit A – Software Items has been removed due to copyright.

Exhibit B – Payment Plan has been removed due to copyright.

1.1 Exceptions to Terms and Conditions

Geographic Solutions Inc agrees to the terms and conditions outlined in RFP 3071Z1 with the following two minor exceptions;

1. **Section E. OWNERSHIP OF ALL INFORMATION AND DATA – First Sentence Only**
   The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data entered by or on behalf of the State of Nebraska pursuant to this contract and reports developed there from.

2. **Section KK. CHANGES IN SCOPE/CHANGE ORDERS – Third Sentence Only**
   The State of Nebraska retains the right to employ the services of a third party to perform any change order(s) to non-proprietary source code that is not the property of Geographic Solutions



Request for Proposal Number 3071 Z1
Contract Number 42840 O4
Proposal Opening: December 10, 2009

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

Geographic Solutions, Inc.

1. 2008 Financial Statement

In accordance with Federal U.S. Copyright Law Title 17 U.S.C. Section 101 et seq., Title 18 U.S.C. 2319, the following material(s) has not been included due to them being copyrighted.

Geographic Solutions, Inc.

1. Technical Proposal
2. Appendix D: Licensing Agreemnt
3. Exhibit A – Software Items
4. Exhibit B – Payment Plan

ORIGINAL

Response to Request for Proposal (RFP) for

STATE OF NEBRASKA
(STATE PURCHASING BUREAU)

(RFP 3071Z1)

For:

WORKFORCE CASE MANAGEMENT AND REPORTING SYSTEM (WCMRS)

December 10, 2009

ORIGINAL



Geographic **Solutions**

1001 Omaha Circle • Palm Harbor, FL 34683 • (727) 786-7955

Geographic Solutions, Inc. Technical Proposal removed as copyrighted information.

Form A

Bidder Contact Sheet

Request for Proposal Number 3071Z1

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

Preparation of Response Contact Information	
Bidder Name:	**Geographic Solutions**
Bidder Address:	**1001 Omaha Circle** **Palm Harbor, FL 34683**
Contact Person & Title:	**Paul F. Toomey, President**
E-mail Address:	**ptoomey@geosolinc.com**
Telephone Number (Office):	**(727) 786-7955**
Telephone Number (Cellular):	**(727) 510-6702**
Fax Number:	**(727) 786-5871**

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

Communication with the State Contact Information	
Bidder Name:	**Geographic Solutions**
Bidder Address:	**1001 Omaha Circle** **Palm Harbor, FL 34683**
Contact Person & Title:	**Paul F. Toomey, President**
E-mail Address:	**ptoomey@geosolinc.com**
Telephone Number (Office):	**(727) 786-7955**
Telephone Number (Cellular):	**(727) 510-6702**
Fax Number:	**(727) 786-5871**

Geographic Solutions

Pricing and Payment Schedule

Deliverable	Target Completion Date	Proposed Invoice Date	Proposed Invoice Amount
Phase I - Common components require for Workforce Information Database			
1. Software and Software Installation	April 1, 2010	None	
2. User Acceptance Testing	April 15, 2010– May 1, 2010	None	
3. Training	April 20, 2010	April 20, 2010	$3,000.00
4. Go Live	May 1, 2010	May 1, 2010	$62,750.00
Phase II - Common components required for Wagner Peyser, Re-employment Services, and Veterans.			
1. Software and Software Installation	April 15, 2010	April 15, 2010	$410,129.00
2. Data Conversion and Acceptance	May 15, 2010	May 15, 2010	$38,000.00
3. Report Benchmark - 3rd Quarter Reports for PY2009 ETA 9002 and Vets200	May 15, 2010– May 31, 2010	May 31, 2010	$410,129.00
4. Training	June 15, 2010	June 15, 2010	$42,000.00
5. Go Live	July 1, 2010	July 1, 2010	$410,129.00
Phase III - Unique components required for components required for Workforce Investment Act Title B1 and Trade Adjustment Act			
1. Software and Software Installation	January 3, 2011	January 3, 2011	$179,717.00
2. Data Conversion and Acceptance	February 4, 2011	February 4, 2011	$59,500.00

3. Training	March 14, 2011	March 14, 2011	$42,000.00
4. Go Live	April 1, 2011	April 1, 2011	$179,717.00
5. User Acceptance Testing: 3rd Quarter Reports	May 14, 2011	May 14, 2011	$179,717.00
Maintenance Agreements			
1. Software Maintenance Agreement (10 Months) *	May 1, 2010 – February 28, 2011	May 1, 2010	$136,224.00
2. Annual Maintenance Agreement*	Mar 1 to February 28	March 1	$299,282.00
3. Four (4) year Discounted Maintenance Agreement *	May 1, 2010 – February 28, 2014	May 1 each year	$999,444.00

*Geographic Solutions is proposing Level II job spidering which meets the requirements of this RFP. Level III job spidering is available for an additional $98,500.00 per year.

Geographic Solutions

Pricing Summary and Module Description

Module Description	Included in this quote
CORE SERVICES FOR INDIVIDUALS MODULE: My Home Page, Career Services (career tips, career explorer-match your skills-job skills, career explorer-match your skills-personal skills, career informer, job market explorer) **Job Seeker Services** (Job search, job market trends, employers), **Education Services** (training providers and schools, training and educational programs, educational program completers), **Labor Market Services** (labor market facts, area profile, industry profile, occupation profile), **Individual Registration, My OneStop Profile** (personal profile, search history profile, assessment profile-job and personal skills), **Quick Menu** (Job Search), **Assistance Center.**	Yes
ADDITIONAL SERVICES FOR INDIVIDUALS MODULE: Financial Services (overall budget planning, training budget planning, transition budget planning), **Education Services** (financial aid for training), **Community Services** (eligibility requirements, programs and services), **Unemployment Services** (eligibility, filing, unemployment benefits) **Veteran Services** (list of available services), **Youth and Senior Services** (list of available services), **Staff Provided Services** (description of available services). *Requires Core Services for Individuals Module.*	Yes
LABOR EXCHANGE FOR INDIVIDUALS MODULE: Job Seeker Services (10 Steps to find a job, resumé builder, background wizard, letter builder, virtual recruiter-for individuals), **My OneStop Profile** (employment pl an), **Message Center** (appointments , messages)., **Quick Menu** (Resumé Builder, My Background). *Requires Core Services for Individuals Module.*	Yes
CORE ASSESSMENT MODULE: Career Services (career explorer-interest analyzer, career explorer- work importance analyzer, display of individual work values and interests for an occupation). **My OneStop Profile** (assessment profile- interests, work importance). *Requires Core Services for Individuals Module.*	Yes
CORE SERVICES FOR EMPLOYERS MODULE: Recruitment Services (candidate search-external search, job market trends) **Education Services** (training providers and schools, training an educational programs, educational program completers), **Labor Market Services** (labor market facts, area profile, industry profile, occupation profile), **Assistance Center, Employer Registration, My Company Profile** (corporate profile, search history profile)	Yes
ADDITIONAL SERVICES FOR EMPLOYERS MODULE: Human Resource Info and EEO Information (list of available services), **Labor Relations** (list of available services), **Government Resources** (list of available services), **Wellness and Economics** (list of available services), **Employer Incentives** (list of available services), **Staff Provided Services** (description of available services). *Requires Core Services for Employers Module.*	Yes
LABOR EXCHANGE FOR EMPLOYERS MODULE: Recruitment Services (post a job, candidate search-quick and advanced search for resumés, candidate ranking recruitment and hiring tool, job applicant tracking, candidate market trends, virtual recruiter-for individuals). **Company Profile** (recruitment plan profile) **Quick Menu** (post a job, candidate search). *Requires Core Services for Employers Module.*	Yes
WORKKEYS MODULE: Assessment Plan (input of individual WorkKeys® scores), **Career Services** (career explorer-Workplace skills, selection of appropriate occupations from scores), **Recruitment Services** (optional incorporation of WorkKeys® scores in labor exchange). **My OneStop Profile** (assessment profile- workplace skills). *Requires Core Services for Individuals, Core Case Management Module and Core Assessment Module.*	No

Module Description	Included in this quote
CONSUMER REPORTS MODULE: Education Services (display performance information for eligible programs, comparison of performance between programs and providers), Web Based Input of Eligible Training Providers and Programs, Staff Management of Eligible Programs and Providers.	No
CORE SERVICES FOR STAFF MANAGING INDIVIDUALS MODULE: Manage Individuals (create an individual account, assist an individual), **Individuals My OneStop Profile** (personal profile, search history profile), **View Reports** (registered Individuals, feedback surveys).	Yes
CORE SERVICES FOR STAFF MANAGING EMPLOYERS MODULE: Manage Employers (create an employer account, assist an employer, employer system access rights), **Employers My Company Profile** (corporate profile, search history profile), **View Reports** (registered employers, feedback surveys).	Yes
LABOR EXCHANGE FOR STAFF MODULE: Staff-Assisted Labor Exchange for Individuals, Staff-Assisted Labor Exchange for Employers. **Manage Resumés** (Advanced Search, Advanced Search by Job Order), **Manage Job Orders** (job order verification, job order referrals, job order mass referrals, job order follow-up, job order referral results), **Manage Labor Exchange** (create/modify job skill sets, automated referral notification and follow up), **View Reports** (resumés, enrolled individuals, job orders). *Requires Core Services for Staff Module.*	Yes
SERVICE TRACKING MODULE: Manual and Automated Tracking of Services, **Managing Individuals** (scheduled services, manage individual services) , **Case Management Profile** (Activities-Service Plan), **View Reports** (Activities, Services Provided Employers, Services Provided Individuals). *Requires Core Services for Staff Module.*	Yes
CORE CASE MANAGEMENT MODULE: Case Management Profile (Common Intake, Case Assignment, Case Load, Case Notes, Activities, Programs, Individual Employment Plan (IEP), Objective Assessment Summary (OAS), Assessment Plan. **View Reports** (case load reports, predictive reports, Federal Reports). *Requires Core Services for Staff Module and Service Tracking Module .*	Yes
WIA CASE MANGEMENT MODULE: Case Management Program (WIA Application, WIA participation record, WIA enrollment activities, Case Closure, WIA outcomes (exit), WIA follow-ups, Youth goals and /or Youth Numeracy Literacy tracking); Reports (predictive reports, soft exit reports, Federal Reports-9090,9091, WIA data validation file). *Requires Core Case Management Module.*	Yes
WAGNER PEYSER CASE MANAGEMENT MODULE: Manage Profiling (profiling non-compliance / waived / exempted, profile orientation letter), Veteran Management, View Reports (enrolled individuals, 9002 A-E reports, VETS200, MIC, 9048, WP data validation file). *Requires Core Case Management Module.*	Yes
GENERIC PROGRAM APPLICATION MODULE: "Generic Program" set of applications (Eligibility Application, Enrollment Activities, Exit) with integration into IFT to assist in managing funds. *Requires Core Case Management Module.*	No
TRADE ADJUSTMENT ASSISTANCE CASE MANAGEMENT MODULE: "TAA" set of applications (Eligibility Application, Participation Application, Enrollment Activities, Case Closure, Exit, Follow-up, Federal Performance Reports, TAPR File) with integration into IFT to assist managing funds. *Requires Core Case Management Module.*	Yes
SCANNED DOCUMENTS MODULE: Capture and online review of scanned verification documentation. Supports Common Intake, Wagner Peyser, WIA, Generic Program, Trade Adjustment Assistance, Summer Youth Program, and Welfare Transition Modules.	No

Module Description	Included in this quote
Requires Core Case Management Module. ***Scanning Hardware Not Included*	
STANDARD INDIVIDUAL FUND TRACKING MODULE: Manage Participant Costs, Individual Account / Account Limits, Referrals to Providers, Vouchers to Providers/Vendors/Individuals and Payments to Vouchers. ***Requires Core Case Management Module***	Yes
ADVANCED FUND TRACKING MODULE: Manage Participant Costs, Individual Account / Account Limits, Referrals to Providers, Vouchers to Providers/Vendors/Individuals and Payments to Vouchers. Ability to create and manage and track funds and establish provider contracts. *Requires Core Case Management Module.*	No
PROVIDER ADMINISTRATION MODULE: Administrative access to review provider applications, programs and general information to determine if provider successfully meets ETPL requirements. Providers and programs that are approved by administrator will be displayed to the public via the Consumer Reports Module. ***Requires Provider Management Module***	No
PROVIDER MANAGEMENT MODULE: A secure web portal which provides authorized training provides the ability to apply for recognition as an Eligible Training Provider. Providers can enter and manage information on training programs as part of the initial application process.	No
SUMMER YOUTH PROGRAM MODULE: "Summer Youth Program" set of applications (Eligibility Application, Individual and Mass Enrollment Activities, Exit, Reporting System) with integration into IFT to assist in managing funds. *Requires Core Case Management Module.*	No
TRAINING APPLICATION MODULE: Allows individuals to complete training requirements, at which time staff confirms WIA eligibility. *Requires Core Case Management, Core Services for Individuals, and WIA Case Management Modules*	No
WELFARE TRANSITION PROGRAM MODULE: Application, Objective Assessment Summary, Individual Employment Plan, calculation of required hours per week by number of work eligible people in the household and age of youngest child. Enrollment into countable work activity. Ability to record participation hours in a timesheet. ***Requires Core Case Management Module***	No
SCAN CARD MODULE: Automated tracking of services and events using scan card readers. Addition of scan card id to registration. *Requires Service Tracking Module.*	No
ATTENDANCE TRACKING MODULE: Provides manual or online registration of individuals for state and local events. Restrictions such as class size limits can be set. Allows staff to input and track the attendance of individuals at One-Stop events.	No
ADMINISTRATION SYSTEM: Email Addresses, System Defaults, LMI Data Control, Administer a Staff Account, Create a Staff Account, Create Privilege Groups, Change Privilege Group Settings, Delete Privilege Groups, Administer Individuals, Administer Employers, Import/Export Data, Data Modification, Archive Records, Restore Records, Administer an Admin Account, Create an Admin Account, Individual /Employer Services.	Yes

Module Description	Included in this quote
WEB CONTENT MANAGEMENT MODULE: A user-friendly, what you see is what you get (WYSIWYG) integrated content management tool. The Content Publisher lets staff create articles, customize web pages, change images, and add, edit, and delete content displayed in many different areas within the system.	Yes
LABOR MARKET ANALYSIS MODULE: Analyst Registration Module, Demographics (US census commuting -patterns, US census labor force, income, population), **Education** (training providers and schools, training and education programs), **Employers** (employer search, mass layoffs), **Income and Wages** (income, quarterly census of employment and wage, occupational wage), **Industry** (quarterly census of employment and wages, current employment statistics (CES), staffing patterns, industry employment & projections) , **Labor Force** (US census commuting patterns, labor force, employment & unemployment), **Occupation** (occupational employment by Industry, occupational employment & projections, occupational wages, licensed occupations), **Economic Indicators** (consumer price index, building permits, government transfer payments), **Demographics** (US census commuting patterns, US census labor force, income, population data.)	Yes
LMI DATA LOADER: A web based utility that is specifically designed to import and export data to and from the Workforce Information Database (WID). The tool validates all data entered, including checks for empty fields, referential integrity, and primary key violations. Rejected data can be exported to an external file.	Yes
LOCAL LABOR MARKET SURVEY: Telephone survey of local employers to determine hiring practices. Data results are displayed in the **Occupation Profile.**	No
WEB INTERFACE for users with average speed internet/intranet access.	Yes
TEXT INTERFACE for users who want maximum performance.	Yes
SPANISH LANGUAGE INTERFACE: Spanish Version of Services for Individuals and Employers.	No
VISUALLY IMPAIRED INTERFACE: Version of Services for Individuals and Employers optimized for screen readers such as JAWS.	Yes
TOUCH SCREEN INTERFACE : – A Simplified Job Search Function for Touch Screen Kiosks (jobseeker will be required to visit a facility to see job details). *Requires Kiosk with Internet Access.*	No

The following table summarizes the additional services included in this quotation:

Table 1: Proposed Additional Services – Summary

Service	Description	Included in this quote
Level I Spider*	Internally posted jobs only.	Yes
Level II Spider*	Spidered Jobs in selected area from Career Builder, Hot Jobs, America's Labor Exchange, Job Central, Fortune 500 corporations, and state job board if available.	Yes
Level III Spider *	Spidered jobs in Nebraska from all available national job boards, local job boards, Fortune 1000 corporations, local government sites, national recruiters, military branches sites, major hospitals, major non profits, major newspapers, websites of all employers with locations with over 500 employees (Number of employees threshold can be lower for additional cost). *	Optional
Level IV Spider*	Spidered jobs in selected area from all available national job boards, local job boards, Fortune 1000 corporations, local government sites, national recruiters, local recruiters, military branches sites, all hospitals, all non profits, chambers of commerce, all newspapers, web sites of all area employers.	Optional
WIA Data Conversion	Conversion of WIA legacy data (Individual Data – Applications, Activities, Youth Goals, Exits, Follow-ups, Case Notes) from SQL Server data files to Virtual OneStop® SQL Server database. Nebraska will provide data dictionary for legacy data. Includes creation of conversion specification, conversion code, trial conversions and live conversion.	Yes
Financial System Interface	Development of an interface with state financial management system. The interface will transfer employer, training provider and participant assistance payment data from Virtual OneStop® to state and update the status of payments to the financial management system.	No
Full Hosting for Virtual OneStop® System	Full web based hosting for proposed application 24/7/365. Dual Dell PowerEdge 6650's, Twin 2.8 GHz HTT \ 2MB L2 cache, 4GB Ram, Active\Active Fail over. Dell EMC Cx400 \ Raid 10 \ Optimized for SQL Server – 75GB disk space allocated for this project. Nightly Backup, Full UPS, T3 Service with shadow, Guaranteed roll over to backup hosting facility in case of disaster. Database – MS SQL Server 2005. Testing, training, staging and production sites will be provided. Independent reports data server will be provided.	No

*To qualify for spider, the organization must have a website with online job postings or post to a third-party site. Geographic Solutions will only access jobs from sites that do not prohibit web crawling or spidering.

NEBRASKA
Administrative Services
Dave Heineman, Governor

Carlos Castillo, Jr.
Director

ADDENDUM THREE

DATE: February 11, 2010

TO: All Vendors

FROM: Mary Lanning, Buyer
State Purchasing Bureau

RE: RFP Number 3071Z1

SCHEDULE OF EVENTS

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

	ACTIVITY	DATE/TIME
11.	Contract finalization period	~~January 22, 2010 – February 15, 2010~~ **TBD**
12.	Contract award	~~February 15, 2010~~ **TBD**
13.	Contractor start date	March 1, 2010
14.	Phase I – Target Go Live and Warranty Support Start (Dates are contingent on a March 1, 2010 start date.)	May 1, 2010
15.	Phase II – Target Go Live and Warranty Support Start (Dates are contingent on a March 1, 2010 start date.)	July 1, 2010
16.	Phase III – Target Go Live and Warranty Support Start (TBD based on contract negotiations)	April 1, 2011

This addendum will become part of the proposal and should be acknowledged with the RFP.

NEBRASKA
Administrative Services
Dave Heineman, Governor

Carlos Castillo, Jr.
Director

ADDENDUM TWO

DATE: January 22, 2010

TO: All Vendors

FROM: Mary Lanning, Buyers
State Purchasing Bureau

RE: RFP Number 3071Z1

SCHEDULE OF EVENTS

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

	ACTIVITY	DATE/TIME
10.	Post "Letter of Intent to Contract" to Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	~~January 22, 2010~~ **TBD**
11.	Contract finalization period	~~January 22, 2010 – February 15, 2010~~ **TBD**
12.	Contract award	February 15, 2010
13.	Contractor start date	March 1, 2010
14.	Phase I – Target Go Live and Warranty Support Start (Dates are contingent on a March 1, 2010 start date.)	May 1, 2010
15.	Phase II – Target Go Live and Warranty Support Start (Dates are contingent on a March 1, 2010 start date.)	July 1, 2010
16.	Phase III – Target Go Live and Warranty Support Start (TBD based on contract negotiations)	April 1, 2011

This addendum will become part of the proposal and should be acknowledged with the RFP.

NEBRASKA
Administrative Services
Dave Heineman, Governor

Carlos Castillo, Jr.
Director

ADDENDUM ONE

DATE: November 20, 2009

TO: All Vendors

FROM: Mary Lanning, Buyer
State Purchasing Bureau

RE: Questions and Answers for RFP Number 3071Z1
to be opened December 10, 2009 at 2:00 PM Central Time

Following are the questions submitted and answers provided for the above mentioned Request For Proposal. The questions and answers are to be considered as part of the Request For Proposal.

QUESTIONS	ANSWERS
1. Has a budget amount been established for the services required under this RFP?	Yes, funding has been identified and the budget information will be available at the time of the bid opening.
2. Are the services currently being provided contractually by an outside vendor or internally by the state?	Internally by the State.
3. Do the Terms and Conditions sections A – ZZ need to be initialed and included in the response or is the signed Request for Proposal for Contractual Services Form the indication that all the terms and conditions are agreed to?	The Terms and Conditions should be initialed and included in the response as well as the signed Request for Proposal for Contractual Services Form.
4. What forms of communication are utilized today to market your services? What forms of marketing and communication have been successful/not so successful?	Nebraska Department of Labor (NDOL) does educate and provide outreach, however NDOL is not allowed to market the programs.

QUESTIONS	ANSWERS
5. How many years of data will need to be converted? How much data (in MB/GB) is to be loaded?	WIA & TAA: 200MB, 3-6 years WID: The number of years of historical data varies by data type. The total data size to be loaded is approximately 1.5GB ES, SASi, W/P: 10G, approximately 3 years of data
6. If we have additional questions during our response time, will they be allowed?	The final date for submission of questions was November 17, 2009.
7. Can we get a copy of a sample database or slice of the LMI database for review and testing?	The structure can be downloaded at http://www.workforceinfodb.org/19WIDatabase.cfm , however the State will not provide sample tables due to the confidential nature of the data.
8. Would you be open to a SaaS model or will the solution need to be installed behind your firewall?	The State is not interested in a SaaS model. The solution will need to be installed behind the State's firewall.
9. If hardware in each One-Stop is part of our solution, should we include it in our proposal or simply include the type of hardware needed?	Please include the type of hardware needed. The State will supply all the hardware.
10. The current due date for proposal responses is December 10. Because the Thanksgiving holiday occurs during the period allotted and the level of detail expected in the response. Will the state extend the due date by four weeks to January 7th, 2010?	No, the State will not extend the proposal due date.
11. Section III (B) of the RFP indicates the state reserves the right to award to multiple bidders in whole or in part. Does this mean the state will accept and consider proposals for portions, but not all, of the project?	The bidders must submit a complete proposal response in order to be considered for evaluation. Bidders may partner with another bidder however one bidder will be considered responsible for the contractual requirements.
12. Section III (E) of the RFP indicates that the State will have unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor. Does this include jobseeker and employer data such as SSN collected through the system that may be considered confidential or proprietary?	Use of information and data is guided by federal and State laws, statutes, regulations and current accepted security standard.

QUESTIONS	ANSWERS
13. Section IV (A) indicates that the DOL prefers to buy a commercial off-the-shelf solution versus a custom built application, and that it is interested in a browser-based web application with an integrated relational database back end that utilizes current technologies and is most cost-effective to operate. Does the reference to off-the-shelf software mean more specifically that the solution needs to be completely already developed with no changes being necessary to implement or is the reference to already developed software that does not need to be built from the specs up but may require some customization? Does the fact that the State intends to host the purchased solution mean the DOL will not consider alternative, potentially more cost-effective hosted (software-as-a-service) solutions?	Yes, off-the-shelf means that, for the most part, the solution exists and has an install base. It is expected that there will be configuration of the software and possibly some customization or new code to meet the State's requirements. Yes, the State intends to host the solution.
14. On RFP pages 9–23, Section III, Terms and Conditions, there are blanks to "Accept & Initial" beside each subsection (A–ZZ). Is this entire section to be completed and returned as part of the proposal? Where are we to explain any concerns with any of the terms and conditions?	The Terms and Conditions in Section III should be initialed. Section III. Terms and Conditions, second paragraph states as follows: Vendors are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with such terms and conditions. Additionally, bidder must clearly identify by subsection number, any exceptions to the terms and conditions and include an explanation as to why the bidder cannot comply with the specific term and condition and a statement recommending terms and conditions the bidder would find acceptable. Rejection of these terms and conditions may be cause for rejection of a bidder's proposal.

QUESTIONS	ANSWERS
15. On RFP pages 11–12, there is a requirement for Commercial Automobile Liability Insurance. Since the use of vehicles is not anticipated for fulfillment of this contract, can we waive the requirement to provide proof of automobile coverage, or can we state that such insurance will be obtained if circumstances warrant the use of vehicles?	The successful bidder is required to be compliant with all insurance requirements stated in the RFP.
16. On RFP pages 28–51, the matrixes include a column for "Not Available" but the instructions on page 61 and also on page 62 indicate to "leave blank" if the solution does not comply with the requirement. Are we to use the "Not Available" column for any non-compliant item or leave it blank?	The State would prefer that the bidder explain but will assume if blank that it means "not available".
17. On RFP page 27, Section IV, Part D, Project Requirement # 12 says to provide online and classroom training for system administrator(s) and "Train-the-Trainer" personnel, while page 43 delineates training for each phase, including for "business and technical administrators" and "end users" in Phases II and III. How many administrator staff, trainer personnel, and end users will be trained in each different location?	The first training session is approximately 25 business and technical administrators. The remaining three (3) training sessions will have up to 70 end users per session.
18. On RFP page 29, matrix item SS12 mentions providing an interface to the legacy TREX system. Can you provide more details on the legacy TREX system?	TREX is on a FoxPro 9.0 platform. It contains approximately 350 files and indexes. An ODBC connector is used to transfer common data elements from NWAS in a Lotus Notes platform to TREX in a FoxPro platform. This involves approximately 50 data items.
19. On RFP page 32, matrix item SA13 mentions the Eligible Training Provider (ETP) list. Where is the ETP list currently maintained? Is the state requesting management of the approved ETP list as part of the proposed solution?	The ETP list is a Web Based application with a sequel backend. Vendors fill out the application and the data is saved to the Sequel database. If the WIA indicator is present the information gets pushed from the Sequel database to the TREX system every Sunday night so it is available as a dropdown list in the training activity section of TREX.

QUESTIONS	ANSWERS
20. On RFP page 35, matrix item SA34 mentions to "allow for the tracking and reporting of the three demand occupations for all training services for Adult and Dislocated Workers". What is meant by "the three" demand occupations? Should this read as "a minimum of three" or "up to three"?	See www.dol.nebraska.gov – Select Workforce Information Act under Get Answers. Then click on Policies. All WIA policies for the State are listed. Find the Demand Occupations policy. This will explain the three demand occupation categories that must be available in the WIA MIS system. http://www.dol.nebraska.gov/nwd/center.cfm?PRICAT=3&SUBCAT=8C
21. On RFP page 40, matrix item R11 (continued from previous page) mentions a "24 Month Report". What is the 24 Month Report, and can you provide an example?	An example of the report is in Appendix 4 page 89. This report will list all WIA participants on the system prior to 24 months from the date entered in the filter that are still active today.
22. Also on RFP page 40, matrix item R11 (continued from previous page) mentions "Windowed Youth". What are the requirements for Windowed Youth tracking (e.g., reporting, performance standards)?	Windowed Youth are Youth who are served in WIA, but are not low income. This can be up to 5% of the total active youth enrolled in a local area. Windowed Youth must be tracked as such but also need to have a barrier. See WIA Final Rules 20 CFR Part 652 ss 664.220.
23. AJLA-TS is a division of the State of Kansas Department of Commerce. Does the fact that the State of Kansas is a sovereign state and is self-insured for employer's liability, workers compensation, and general liability suffice for the insurance requirements?	See # 15
24. Are there stakeholder groups beyond job seekers and employers that Nebraska would like to see addressed in the proposal?	The Request for Proposal identifies all the stakeholder groups.

QUESTIONS	ANSWERS
25. On page 35 RFP Section SA32 states "Allow for a process that enables a copy of all program data to be frozen in the federal reports environment not accessible by users." Is this requirement requesting information about the solution's capacity and ability to store data for historical tracking and analysis? Which users should not have access to the copy?	This requirement is directly related to WIA and the annual federal reporting that is required for this program. At the State's discretion a cutoff date is assigned. On this date a copy of the WIA production data is moved to a federal reporting environment. All WIA federal reporting is done from this data and it is marked so when the auditors request information on the previous year reporting, the data is frozen in this federal reporting environment so that all information presented to the auditors matches what was submitted in the annual reports. The only users that have access to the copy are those "SuperUsers" who have been identified by the State.
26. On page 45 RFP Section T3 states "The system must include a three (3) separate environments: 1. Production 2. testing for future applications and system upgrades 3. federal reporting What is the "federal reporting environment?" Is it a final copy of the production database at the end of each quarter that is used for federal reports (which is then refreshed each quarter)? Or is it a replication (real-time copy of production) that is used for reporting purposes?	The data in the federal reporting environment is a replication real time copy of the production data on the date it is moved to the federal reporting environment. See the answer to question #25 as it relates to these questions also.
27. Dept. of Labor's Common Measures rules require common participation dates and soft-exit dates across Dept. of Labor programs (Wagner-Peyser, WIA, TAA). Is the Nebraska program data already combined across these programs to determine the common participation date and exit dates? Or is the program service activity data in silo databases and part of the data conversion will be to determine common participation dates and new exit dates?	WIA and TAA data is combined, however the W-P data is siloed.

QUESTIONS	ANSWERS
28. In SS8 – "Should allow staff to provide technical assistance to self-service customers. " - does this refer to the tracking of staff service to self-service customers, or to identifying self-service customers who need technical assistance? Please clarify.	This technical assistance to self-service customers allows staff to modify or edit on behalf of the user.
29. In SA 40 - "Allow for participant follow up data to be entered into the system. Provide a Desk Aid for staff that indicates when the follow up screens will be locked down for data entry. (State Policy "WIA Title I Follow Up Survey for Exiters", 08-11)" – What is meant by Desk Aid – does this mean documentation or is this referring to something else? Please clarify.	The Desk Aid is a document; however the system needs to have the ability to lock down entry into the follow-up screens at a point determined by State policy.
30. Please clarify why you feel SSN/EIN is not sufficient as a unique identifier in DB4 – " The system must provide a unique identifier for clients (employers, jobseekers, providers, education/training institutes) as neither EIN or SSN is sufficient as a unique ID on its own. Must include a cross match table of SSN and unique identifiers."	Unique identifiers for clients are a requirement of federal reporting.
31. Due to the Thanksgiving holiday, is it possible to have a one week extension on the due date?	See # 10.

State of Nebraska (State Purchasing Bureau)

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

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

SOLICITATION NUMBER	RELEASE DATE
RFP 3071Z1	**October 26, 2009**
OPENING DATE AND TIME	PROCUREMENT CONTACT
December 10, 2009 2:00 p.m. Central Time	**Mary Lanning**

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

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 3071Z1 for the purpose of selecting a qualified contractor to furnish, install, configure and support a Workforce Case Management and Reporting Systems (WCMRS).

Written questions are due no later than November 9, 2009, and should be submitted via e-mail to matpurch.dasmat@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

A Pre-Proposal Telephone Conference with optional attendance will be held on November 16, 2009.

Bidder should submit one (1) original and fifteen (15) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: http://www.das.state.ne.us/materiel/purchasing/
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request For Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions (see Section III) and certifies bidder maintains a drug free work place environment.

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

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GLOSSARY OF TERMS

ABLE: Adult Basic and Literacy Education

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

ACI Net: America's Career Information Network

Activities: All occupational skills training and non training activities for all WIA and Trade participants while enrolled in a program.

ADA: Americans with Disabilities Act.

ADAAA: Americans with Disabilities Act Amendments Act of 2008

Addendum: Something added or deleted.

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

Agent: A person authorized by a superior or organization to act on their behalf.

ALMIS: Replaced with Workforce Information Database (WID)

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

Amendment: Written correction or alteration.

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

ATAA: Alternative Trade Adjustment Assistance

Autocoder: Assigns SOC-O*NET occupational codes to jobs, resumes and UI claims.

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

Best and Final Offer (BAFO): A second-stage bid in a public procurement for services.

Bid: The executed document submitted by a bidder in response to a Request for Proposal.

Bid Bond: A bond given by a surety on behalf of the bidder to ensure that the bidder will enter into the contract as bid and is retained by the State from the date of the bid opening to the date of contract signing.

Bidder: Any person or entity submitting a competitive bid response to a solicitation.

BLS: Bureau of Labor Statistics

BPS: Benefit Payment System, Nebraska's payment system for UI benefits

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

Business Day: Any weekday, excepting public holidays.

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

CASAS: Comprehensive Adult Student Assessment System

COBRA: Consolidated Omnibus Reconciliation Act

CES: Current Employment Statistics

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

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

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

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

Contract Administration: The Management of various facets of contracts to assure that the contractors total performance is in accordance with the contractual commitments and obligations to the purchaser are fulfilled.

Contract Management: Includes reviewing and approving of changes, executing renewals, handling disciplinary actions, adding additional users, and any other form of action that could change the contract.

Contractor: Any person or entity that supplies goods and/or services.

Conversion: Refers to the conversion of existing data which may be contained in multiple Systems into the Contractor's application.

Conversion Period: A period of time not to exceed six (6) months, during which the State converts to a new Operating System under "Conversion" as per this RFP.

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

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

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

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

Development Project Life Cycle: The period from contract award to final System signoff by the Department.

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

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

DOL: Nebraska Department of Labor

DTAA: Division of Trade Adjustment Assistance

DVOP: Disabled Veterans Outreach Program

DWU: Dislocated Worker Unit

ETA: Employment and Training Administration, US Department of Labor

ETA 9002 Reports (A – E) and VETS 200 (A – C): Federally required reports for Wagner Peyser.
EC: Earnings change

EER: Entered Employment Rate

LEP: Limited English Proficiency

ET Handbook No. 406: Reporting requirements for employment services and performance outcomes for federally funded Wagner Peyser Act programs.

ERR: Employment Retention Rate

Employment Service: The program funded by the Wagner-Peyser grant for the US Department of Labor. This program provides assistance to workers seeking employment, and employers seeking workers

EEO: Equal Employment Opportunity

EO: Equal opportunity information

ETA: Employment and Training Administration

ETPL: Eligible Training Provider List

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

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

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

FEDES: Federal Employment Database Exchange System

FEIN: Federal Employer Identification Number

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

Foreign Corporation: A foreign corporation is a corporation that was formed (i.e. incorporated) in another state but transacting business in Nebraska pursuant to a certificate of authority issued by the Nebraska Secretary of State.

HCTC: Health Credit Tax Coverage

IEP: Individual Employment Plan

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

ISP: Internet Service Provider.

ISS: Individual Service Strategy

IT: Information Technology

JAD: Joint Application Design

JCLX: Job Central Labor Exchange

JVSG: Jobs for Veterans Act State Grant

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

LDAP: Lightweight Directory Access Protocol

LEP: Limited English Proficiency

Licensed Software: Any and all software and documentation by which the State acquires or is granted any rights under the contract.

LMI: Labor Market Information

LVER: Local Veterans Employment Representatives

LWIA: Local Workforce Investment Area. There are 3 LWIA within Nebraska.

Maintenance Agreement: Is defined as the maintenance agreement that will be developed for post System implementation.

Mandatory: Required, compulsory or obligatory.

May: Denotes discretion.

MIS: Management Information System

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

MSA: Metropolitan Statistical Area

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

NAICS: North American Industry Classification System

NASWA: National Association of State Workforce Agencies

NE DOL: Nebraska Department of Labor

NEG: National Emergency Grant

OES: Occupation Employment Statistics

OE&T: Office of Employment & Training

O*NET: Refers to the O*NET database used for the standardized and occupation-specific descriptors.

One-Stop: Refers to the Comprehensive One Stop Career Centers (16) around the state required under WIA.

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

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

Outsourcing: Acquiring computing or related services from a source outside of the State of Nebraska which may include programming and/or executing the State's Licensed Software on the State's CPU's, programming, and/or executing the State's programs and Licensed Software on the contractor's CPU's or any mix thereof.

Outsourcing Company: A company that provides Outsourcing Services under contract to the State.

Performance Bond: A bond given by a surety on behalf of the contractor to ensure the timely and proper (in sole estimation of the State) performance of a contract.

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

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

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

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

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

Project: The total of all software, documentation, and services to be provided by the contractor under this contract.

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

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

Protest: A complaint about a governmental action or decision related to a Request for Proposal or the resultant contract, brought by a prospective bidder, a bidder, a contractor, or other interested party to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

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

RDNC (Reason Did Not Continue): The reason an applicant did not become a participant in a WIA training program.

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

Release Date: Date of release of the Request for Proposal to the public for submission of proposal responses. Not to be confused with "Opening Date".

Renewal: Continuance of a contract for an additional term after a formal signing by the parties.

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

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

RES: Reemployment Services

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

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

RFP: Request For Proposal

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

Should: Indicates an expectation.

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

Solicitation Document: Request for Proposal.

Specifications: The information provided by or on behalf of the contractor that fully describes the capabilities and functionality of the Licensed Software as set forth in any material provided by the contractor, including the documentation and User's Manuals described herein.

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

System Testing: Refers to the review and testing of System functionality by the Department prior to System implementation.

TAA: Trade Adjustment Assistance

TABE: Test of Adult Basic Education

TAPR: Trade Act Participant Report for 2002 and 2009

TEGL: Training and Employment Guidance Letter containing federal policies issued by the USDOL.

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

TRA: Trade Readjustment Assistance – Basic and Additional

Trade: Refers to the Trade Readjustment Act of 2002 and 2009

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

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

UI: Unemployment Insurance

USDOL: United States Department of Labor

Upgrade: Any improvement or change in the Software that improves or alters its basic function.

Vendor: An actual or potential contractor; a contractor.

Wagner Peyser: Wagner Peyser act of 1933, as amended by the Workforce Investment Act of 1998.

WARN: Worker Adjustment and Retraining Notification Act

WCMRS: Workforce Case Management and Reporting System

WIA: Workforce Investment Act of 1998 and its associated programs

WIA Formula Programs: Currently include Adult, Dislocated Worker, Older Youth and Younger Youth

WIASRD: Workforce Investment Act Standard Record Data

WIB: Workforce Investment Board

WID: Workforce Information Database

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

WOTC: Work Opportunity Tax Credit

WPRS: Worker Profiling Reemployment System

WRIS: Wage Record Interchange System

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 3071Z1 for the purpose of selecting a qualified contractor to provide, furnish, install, configure and support a Workforce Case Management and Reporting System (WCMRS).

A contract resulting from this Request for Proposal will be issued for a period of four 4 years effective March 1, 2010 through February 28, 2014 with the option to renew for two (2) additional three (3) year periods as mutually agreed upon by all parties.
ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: http://www.das.state.ne.us/materiel/purchasing/rfp.htm

A. SCHEDULE OF EVENTS

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

	ACTIVITY	DATE/TIME
1.	Release Request for Proposal	October 26, 2009
2.	Last day to submit written questions	November 9, 2009
3.	Optional Pre-Proposal Teleconference Conference via Dial-in Teleconference Bridge at: (888) 820-1398 Bridge/pass code: 1092113	November 16, 2009 9:30 a.m. Central Time
4.	Last day to submit written questions after Pre-Proposal Conference	November 17, 2009
5.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	November 20, 2009
6.	Proposal opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	December 10, 2009 2:00 PM Central Time
7.	Review for conformance of mandatory requirements	December 11, 2009
8.	Evaluation period	December 14, 2009 – December 24, 2009
9.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	January 11, 2010 – January 21, 2010
10.	Post "Letter of Intent to Contract" to Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	January 22, 2010
11.	Contract finalization period	January 22, 2010 – February 15, 2010
12.	Contract award	February 15, 2010
13.	Contractor start date	March 1, 2010
14.	Phase I – Target Go Live and Warranty Support Start (Dates are contingent on a March 1, 2010 start date.)	May 1, 2010
15.	Phase II – Target Go Live and Warranty Support Start (Dates are contingent on a March 1, 2010 start date.)	July 1, 2010

	ACTIVITY	DATE/TIME
16.	Phase III – Target Go Live and Warranty Support Start (TBD based on contract negotiations)	April 1, 2011

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

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

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

OR

Address: P.O. Box 94847
Lincoln, NE 68509
Telephone: 402-471-2401
Facsimile: 402-471-2089
E-Mail: matpurch.dasmat@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible to furnish, install, configure and support a Workforce Case Management and Reporting System (WCMRS) at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

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

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

C. COMMUNICATION WITH STATE STAFF

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

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

The following exceptions to these restrictions are permitted:

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

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

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

D. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 3071Z1; furnish, install, configure, and support a Workforce Case Management and Reporting System (WCMRS) Questions". It is preferred that questions be sent via e-mail to matpurch.dasmat@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Mary Lanning, showing the total number of pages transmitted, and clearly marked "RFP Number 3071Z1; furnish, install, configure, and support a Workforce Case Management and Reporting System (WCMRS) Questions".

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

E. PRE-PROPOSAL CONFERENCE

A pre-proposal teleconference will be held on the date, time and location shown in the Schedule of Events. Participation in the Pre-Proposal teleconference is optional in order to submit a proposal. Bidders will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the Request for Proposal requirements. The State will make every reasonable attempt to answer those questions before the end of the conference. Bidders participating in the pre-proposal teleconference may submit further questions in writing for questions which the bidder requires an official written response as shown in the Schedule of Events.

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

F. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews at its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured

interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

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

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

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

G. SUBMISSIONS OF PROPOSALS

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

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and fifteen (15) copies of the entire proposal should be submitted. The copy marked “original” shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the request for proposal number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked “ORIGINAL DOCUMENTS”. Please note that the address label should appear as specified in Section II part A on the face of each container or bidder’s bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-2401 should be used. The request for proposal number must be included in all correspondence.

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

The Technical and Cost Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 ½” by 11” paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½” by 11” format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal must not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical

Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

H. PROPOSAL OPENING

The sealed proposals will be publicly opened and the bidding entities announced on the date, time and location shown in the Schedule of Events. Proposals will be available for viewing by those present after the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the opening date.

I. LATE PROPOSALS

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

J. REJECTION OF PROPOSALS

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

K. EVALUATION OF PROPOSALS

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Executive Summary;
2. Corporate Overview shall include but is not limited to;

- **a.** the ability, capacity and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
- **b.** the character, integrity, reputation, judgment, experience and efficiency of the bidder;
- **c.** whether the bidder can perform the contract within the specified time frame;
- **d.** the quality of bidder performance on prior contracts;
- **e.** such other information that may be secured and that has a bearing on the decision to award the contract;

3. Technical Approach; and
4. Cost Proposal.

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the State Purchasing Bureau website at http://www.das.state.ne.us/materiel/purchasing/rfp.htm Evaluation criteria will not be released prior to the proposal opening.

L. EVALUATION COMMITTEE

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

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request For Proposal For Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

M. MANDATORY REQUIREMENTS

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

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

N. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

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

O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders are expected to comply with any statutory registration requirements. It is the responsibility of the bidder who is the recipient of an Intent to Award to comply with any statutory registration requirements pertaining to types of business entities (e.g. a foreign or Nebraska corporation, non-resident contractor, limited partnership, or other type of business entity). The bidder who is the recipient of Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its registration certificate, or, in the case registration is not required, to provide the reason as to why none is required. This must be accomplished prior to the award of contract.

P. VIOLATION OF TERMS AND CONDITIONS

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

1. rejection of a bidder's proposal;
2. suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

III. TERMS AND CONDITIONS

By signing the "Request For Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly indentifying the term or condition by subsection, (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal.

A. GENERAL

Accept & Initial

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

1. the signed Request For Proposal form;
2. the original Request for Proposal document;
3. any Request for Proposal addenda and/or amendments to include questions and answers;
4. the contractor's proposal;
5. any contract amendments, in order of significance; and
6. contract award.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) contract amendments with the latest dated amendment having the highest priority, 3) Request for Proposal addenda and/or amendments with the latest dated amendment having the highest priority, 4) the original Request for Proposal, 5) the signed Request For Proposal form, 6) the contractor's proposal.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

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

B. AWARD

Accept & Initial

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

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

Once an intent to award decision has been determined, it will be posted to the Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm

Grievance and protest procedure is available on the Internet at: http://www.das.state.ne.us/materiel/purchasing/agencycommoditiesprocurementmanual/ProtestGrievanceProcedureForCommodities&Services.doc

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

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

Accept & Initial

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

D. PERMITS, REGULATIONS, LAWS

Accept & Initial

The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

Accept & Initial

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

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

F. INSURANCE REQUIREMENTS

Accept & Initial

The contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the State (or contractor). Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

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

1. WORKERS' COMPENSATION INSURANCE

The contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the Contract Documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	$100,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$100,000 each employee

b. COMMERCIAL GENERAL LIABILITY

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 any one person
Bodily Injury/Property Damage	$1,000,000 per occurrence
Fire Damage	$50,000 any one fire
Medical Payments	$5,000 any one person

c. COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage	$1,000,000 combined single limit

d. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance $1,000,000 per occurrence

4. EVIDENCE OF COVERAGE

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements, which State Purchasing will submit to Administrative Services, Risk Management Division, 521 S. 14th Street, Suite 104, Lincoln, NE 68508 (facsimile 402-471-2800). These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services Risk Management when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

Accept & Initial

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.

2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

H. INDEPENDENT CONTRACTOR

Accept & Initial

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

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

I. CONTRACTOR RESPONSIBILITY

Accept & Initial

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

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

State. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

Accept & Initial

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

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

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

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

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

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

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

Accept & Initial

The contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

L. CONFLICT OF INTEREST

Accept & Initial

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

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

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

M. PROPOSAL PREPARATION COSTS

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

_____
Accept & Initial

N. ERRORS AND OMISSIONS

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

_____
Accept & Initial

O. BEGINNING OF WORK

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful contractor. The contractor will be notified in writing when work may begin.

_____
Accept & Initial

P. ASSIGNMENT BY THE STATE

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

_____
Accept & Initial

Q. ASSIGNMENT BY THE CONTRACTOR

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

_____
Accept & Initial

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal or mandatory requirements. “Deviation”, for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

_____
Accept & Initial

S. GOVERNING LAW

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

_____
Accept & Initial

T. ATTORNEY'S FEES

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

_____
Accept & Initial

U. ADVERTISING

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

_____
Accept & Initial

V. STATE PROPERTY

Accept & Initial

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

W. SITE RULES AND REGULATIONS

Accept & Initial

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

X. NOTIFICATION

Accept & Initial

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II, A. Procuring Office and Contact Person of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title and complete address of its designee to receive notices.

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

2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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

For the duration of the contract, all communication between contractor and the State regarding the contract shall take place between the contractor and individuals specified by the State in writing. Communication about the contract between contractor and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

Accept & Initial

The contract may be terminated as follows:

1. The State and the contractor, by mutual written agreement, may terminate the contract at any time.

2. The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The State may terminate the contract immediately for the following reasons:

- **a.** if directed to do so by statute;
- **b.** contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
- **c.** a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
- **d.** fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors or shareholders;
- **e.** an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
- **f.** a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
- **g.** contractor intentionally discloses confidential information;
- **h.** contractor has or announces it will discontinue support of the deliverable;
- **i.** second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

Accept & Initial

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

AA. BREACH BY CONTRACTOR

Accept & Initial

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

of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

BB. ASSURANCES BEFORE BREACH

Accept & Initial

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

CC. RETAINAGE

Accept & Initial

The State will withhold twenty percent (20%) of each payment due as retainage. The entire retainage amount will be payable upon successful completion of the project. Upon completion of the project, the contractor will invoice the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the contractor within 45 calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.

DD. FORCE MAJEURE

Accept & Initial

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

EE. PROHIBITION AGAINST ADVANCE PAYMENT

Accept & Initial

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

FF. PAYMENT

Accept & Initial

State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.

GG. INVOICES

Accept & Initial

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. Invoices should be submitted after deliverable is met to: Nebraska Department of Labor, ATTN: Joan Modrell, 550 South 16th Street, Lincoln, NE 68509. The terms and conditions included in the contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such

invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

HH. AUDIT REQUIREMENTS

Accept & Initial

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

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

II. TAXES

Accept & Initial

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a state-owned facility is the responsibility of the contractor. Successful bidders and their subcontractors will be subject to review for compliance concerning unemployment insurance tax payments.

JJ. INSPECTION AND APPROVAL

Accept & Initial

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

KK. CHANGES IN SCOPE/CHANGE ORDERS

Accept & Initial

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

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

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

LL. SEVERABILITY

Accept & Initial

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

MM. CONFIDENTIALITY

Accept & Initial

http://www.das.state.ne.us/materiel/purchasing/contracts/pdfs/12361(oc)ren(1)awd.pdfAll materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action.

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

NN. PROPRIETARY INFORMATION

Accept & Initial

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

OO. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept & Initial

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

PP. PRICES

Accept & Initial

All prices, costs, terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

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

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

QQ. BEST AND FINAL OFFER

Accept & Initial

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

RR. ETHICS IN PUBLIC CONTRACTING

Accept & Initial

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator or employee based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

SS. INDEMNIFICATION

Accept & Initial

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the contractor has indemnified the State, the contractor shall at the contractor's sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated

as a breach of warranty by the contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

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

TT. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Accept & Initial

Contractor shall review the Nebraska Technology Access Standards, found at http://www.nitc.state.ne.us/standards/accessibility and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

UU. ANTITRUST

Accept & Initial

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

VV. DISASTER RECOVERY/BACK UP PLAN

Accept & Initial

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

WW. TIME IS OF THE ESSENCE

Accept & Initial

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

XX. RECYCLING

Accept & Initial

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

YY. DRUG POLICY

Accept & Initial

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

ZZ. NEW EMPLOYEE WORK ELIGIBILITY STATUS

Accept & Initial

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

or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

The State of Nebraska intends to select a qualified bidder to furnish, install, configure, and support a Workforce Case Management and Reporting System (WCMRS). The project that will result from this RFP is sponsored by the Nebraska Department of Labor (DOL).

The DOL is a cabinet-level agency that reports to the Governor of Nebraska. The Commissioner of Labor is responsible for the agency and there are six (6) offices including three (3) directly involved in this RFP. The Office of Employment and Training, Office of Administrative Services/Information Technology and Office of Labor Market Information will be key stake holders on this project.

The DOL prefers to buy a Commercial off the Shelf solution versus a custom built application. DOL is interested in a browser based web application with an integrated relational database backend that utilizes current technologies and is most cost effective to operate. All bidders solutions must adhere to Federal requirements referenced in Appendix 5.

The proposed WCMRS software solutions must support at minimum the following services:

1. Self Serve Employer and Jobseeker Portal – Provide a browser-based job search engine technology that enables jobseekers and employers to post resumes and job openings to match jobs to applications on a public facing website.
2. Staff Assisted Services – Enable One Stop Career Center staff and other authorized users to provide and track service delivery for all participants in Wagner Peyser, WIA, Worker Profiling Reemployment Services, Veterans programs and other programs operated by the State. Enable One Stop Career Center staff and other authorized users match job openings to qualified job seekers.
3. Federal Reports – In accordance with USDOL, ETA, Common Measures, produce participant reports required by federal government for programs administered and operated by the State.
4. State and Local Reports – Produce reports required by the State, local Workforce Investment Boards and service providers to effectively manage their programs.
5. Ad-Hoc Reports – Produce ad-hoc reports that are easily used by system users including: Administrative State staff, One-Stop Career Center Managers and Local Workforce Investment Board staff; and
6. LMI Workforce Information Database Portal (WID formerly known as ALMIS) – Provide a browser-based application on a public facing website to present WID information.

The contract resulting from this RFP is intended to begin as stated in Section A. Schedule of Events, 13. Contractor Start Date contingent upon all requirements being met and subject to the availability of funds. This contract will have a Maintenance agreement for WCMRS software beginning May 1, 2010 through February 28, 2014. The contract provides for two (2) three (3) year maintenance renewal options.

The State intends to host the purchased solution in the State owned and operated hardware environment. As a result the State will require bidder assistance to install and configure the proposed solution to implement the functional and technical requirements stated in this RFP. Additionally, the State requires the necessary bidder services to provide post-implementation software support.

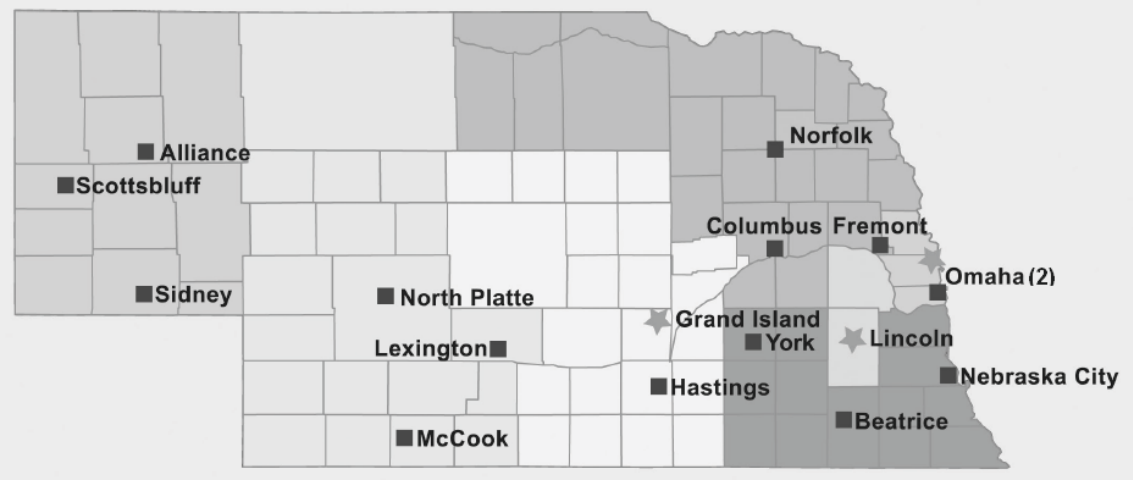
The WCMRS will be implemented in three (3) phases. Phase I includes the common components for the Workforce Information Database (WID) with a target go live date of May 1, 2010. Phase II includes common components for Wagner Peyser, Re-employment Services, and Veterans with a target go live date of July 1, 2010. Phase III includes common components for Workforce Investment Act Title 1B and Trade Adjustment Act (2002 and 2009) with a target go live on April 1, 2011.

Current State of Technology

System	Description	Technical Architecture
NWAS (NWAS TAA, NWAS ATAA, NWAS TREX	Nebraska Workforce Access System (NWAS) provides a common intake user interface to capture client demographic and service related data used by multiple WIA, TAA, and Wagner Peyser service providers.	Lotus Notes Domino and client 6.x-7.x for user interface, business logic layer and data files. Data is pushed to Microsoft SQL-Server 2005 for reporting purposes. Crystal Reports is used for reports.
SASi	Staff Assisted Services Intake (SASi) provides user interface to capture jobseeker and employer data for Wagner Peyser services.	Lotus Notes Domino and client 6.x-7.x for user interface, business logic layer and data files. Data is pushed to Microsoft SQL-Server 2005 for reporting purposes. Crystal Reports is used for reports.
TREX	Tracking and Reporting Exchange System provides user interface to capture participant data for Workforce Information Act (WIA).	Visual FoxPro 9.0 serves for user interface, business logic and database. Fox Fire Query tool and Report Writer 6.0
JobLink	JobLink is a no cost, 24x7 public website for labor exchange activities between jobseekers and employers.	ColdFusion 6.0 with Microsoft SQL Server 2005 for data.
TrainingLink	TrainingLink is a no cost, 24x7 public website that offers a comprehensive list of training providers, training programs and statistical data.	ColdFusion 6.0 with Microsoft SQL Server 2005 for data.
WID (ALMIS)	Workforce Information Database (formerly known as ALMIS) USDOL, ETA, BLS data by local and regional areas regarding workforce, economic trends, employer industry, labor supply, US census, employment and wages, occupation, local economic development, labor force, etc.	SQL Server 2005 for data.

B. PROJECT AND TARGET ENVIRONMENT

The DOL has an administrative office in Lincoln, NE, with seventeen (17) One-Stop Career Centers located across the state. The map below shows the geographic locations of the One-Stop Career Centers, the Regional planning areas, and Workforce Investment Areas.



The offices are networked to the main Administrative building in Lincoln, NE. The method of connection for the remote sites are three (3) Multiprotocol Label Switching (MPLS), fourteen (14) T-1lines, four (4) VPN via ISP all controlled and secured by a double firewall in and out of the State Network Backbone and DOL network.

The DOL network for these programs consists of Windows 2003 Servers, Unix servers, AIX servers, and Windows XP Professional workstations. There are currently 250 staff desktops, 75 laptops, 229 publicly used desktops, 163 servers physical and VM ware sessions, and 100-networked printers located between 16 cities in Nebraska.

Each Career Center has located in it a resource center containing personal computers with internet access and network printer capabilities controlled by active directory profiles and firewall web policies ensuring acceptable and proper usage of State resources. The public computers have no access to any other network or server resources. However, they do have usage of locally installed software for the purpose of resume's and job searching to include typing tests and placement testing.

Annually, DOL serves approximately 100,000 job seekers, receives 40,000 job orders, 3,000 WIA participants and 300 TAA participants.

In Lincoln, NE, DOL has a Service Desk/Help Desk that supports the Career Centers and Administrative offices. Also, located in Lincoln, NE is the State of Nebraska, Office of Chief Information Office's centralized Data Center that is utilized to house hardware and virtual servers. The necessary technical environments and support for the proposed WCMRS will be provided by the State and reside in Lincoln, NE.

It is expected that most of the work for completing the functional and technical requirements of this RFP will be performed on-site in Lincoln, NE. The State will provide bidders with a workspace, access to telephones, office supplies, workstations and the connections to relevant State LAN/WAN and/or mainframe environment.

It is expected that State employees involved in this project are to be located in Nebraska, with most being located in Lincoln, NE for the duration of the project through implementation. It is possible that DOL staff located throughout the State could be made available for User Acceptance Testing and/or Pilot and/or training.

C. SCOPE OF WORK

The Scope of Work calls for the Bidder to do the following:

1. Furnish, install, configure and support WCMRS Phase I, II, and III
2. Configure DOL interfaces with proposed WCMRS.
3. Convert existing data into proposed WCMRS.
4. Benchmark testing to ensure data converted properly and proposed system is functioning.
5. Provide training material and train DOL on WCMRS.
6. Implement WCMRS Phase I, II, and III
7. Provide Warranty and Maintenance Support

D. PROJECT REQUIREMENTS

The Project Requirements calls for the bidder to carry out the following activities for all phases of the project and to ensure all business and technical requirements are met:

1. Provide an implementation strategy including software customization and configuration services necessary to meet functional and technical requirements outlined in this RFP (See Business and Technical Requirements);
2. Provide a project plan that defines tasks, durations, start and finish dates, who is responsible for leading the task (bidder or State) and State skill set required to perform the tasks (bidder or State);
3. Provide a change and defect management plan and process;
4. Provide a hand-off and post-implementation technical support plan and process.
5. Provide a technical architecture diagram and list of operating system software and hardware requirements for all environments (development, test, production), so that the State can initiate procurement activity for project;
6. For the proposed solution, provide any applicable software maintenance up through implementation and Turn Over/Hand Off to the State on May 1, 2010 for Phase I, Phase II on July 1, 2010, and Phase III on April 1, 2011.
7. Provide a data migration plan and conversion services of the existing data bases for inclusion in the new system; (See Existing Databases in Appendix 1)
8. Provide technical services to incorporate all interfaces including UI Interfaces in Appendix 2;
9. Provide report capabilities that are intuitive and user-friendly;
10. Provide a system performance and response time testing plan;
11. Identify a list of deliverables for user acceptance testing and data validation;
12. Comprehensive documentation, user manuals and training programs. Provide online and classroom training and supporting documentation for system administrator(s) and identified personnel as “Train-the-Trainer” for all components of the solution, as well as paper and online help for users; and
13. Marketing and communication assistance that ensures wide and immediate user adoption.
14. Provide ongoing software maintenance support for the duration of the contract.

E. BUSINESS REQUIREMENTS

Bidder's proposals must include all of the following matrices and must be completed with appropriate box checked and Vendor Description and Comments added.

Self Service Requirements Matrix

The bidder's proposed WCMRS must provide job search engine technology to be utilized by job seekers and employers on a public, self-service website to match jobs and applicants. The system must be attractive, fast and user friendly. Job seekers and employers must have the ability to create and manage their own accounts, and use search, screening and ranking tools to quickly focus on jobs or candidates that meet their needs.

It is vital that established self service accounts serve as non-duplicated points of entry into the system with the flexibility to expand as needed or required for staff assistance or additional program enrollment. Likewise, the system should have the ability to accept claimant information provided by the Unemployment Insurance Benefit Payment System as a starting point for registration. Interfaces (application programming interfaces) with a variety of State databases that conform with confidentiality and disclosure requirements of State and federal laws, rules and regulations are required.

Feature/Function		Standard/ Configure in Core Product	Not In Core Product – Future Release Date	Custom	Not Available
SS0	Provide an overview of your proposed solution and identify the unique features that separate your company from the competition.				
Vendor Description and Comments					
SS1	Should include unique accounts or identifiers for both job seekers (SSN) and employers (FEIN).				
Vendor Description and Comments					
SS2	Should capture common job seekers data and pre-populate into other programs or services				
Vendor Description and Comments					
SS3	Should provide resume build or upload functionality for job seekers.				
Vendor Description and Comments					
SS4	Should provide job match/referral features for both employers and job seekers based on O*NET code with multiple sort/search features.				
Vendor Description and Comments					
SS5	Must provide staff approval process for employer accounts and job orders before public posting.				
Vendor Description and Comments					
SS6	Allow for other job seeker resources (on-line assessments, cover letter and follow up letter templates, interest profile tools etc).				
Vendor Description and Comments					

Feature/Function		Standard/ Configure in Core Product	Not In Core Product – Future Release Date	Custom	Not Available
SS7	Interface with other systems: **1.** UI Benefit Payment System, **2.** UI Wage Records (See Appendix 2) **3.** Labor Market Information (WID), **4.** Job Central Labor Exchange, **5.** WRIS **6.** O*Net Autocoder				
Vendor Description and Comments					
SS8	Should allow staff to provide technical assistance to self-service customers.				
Vendor Description and Comments					
SS9	Provide up to date Occupational/LMI for job seekers and employers				
Vendor Description and Comments					
SS10	System should have the ability to accept claimant information from the UI BPS system as a starting point for job seeker registration.				
Vendor Description and Comments					
SS11	System must provide employers the ability to manage account information, create and track job postings.				
Vendor Description and Comments					
SS12	System must provide an interface to the WIA and TAA Legacy system (referred to as TREX) until Phase III is completed.				
Vendor Description and Comments					

Staff Assisted Services Requirements Matrix

The system must provide web based program enrollment, case management and tracking functionality, and State and federal reporting in support of Wagner-Peyser, JVSG (DVOP/LVER), and Worker Profiling Reemployment System (WPRS), WIA formula programs for Adult, Dislocated Worker, and Older & Younger Youth (WIA) and TAA 2002 or 2009 trade participants. The system must also be accessible to One Stop Career Center staff, office and regional managers, State administrators, and other persons authorized by the State and provide simultaneous access for multiple users. As determined by State administrators, the system must allow different levels of access to participant records for One Stop Career Center staff, office or regional managers, State administrators, and staff authorized by the State.

Participant registration/enrollment for any program should build on any existing registration the participant may have for self service or other program without duplication to include import UI BPS claimant information. The information for the participant's WIA and/or Trade application should be updated to reflect current information and shall supersede all previous information provided by the participant. Once a participant has been enrolled in WIA or Trade program(s) and until they are exited all updates to fields in common with self service and staff assisted service must be made by the WIA One Stop Career Center staff assigned to the participant for the duration of their training.

This system component also requires staff interaction with regard to job seekers and employers in establishing job seeker and employer accounts, job seeker resumes, automated or manual job matching/referrals and log services and outcomes. The system must interface with Job Central Labor Exchange, send job orders to JCLX and load job orders from JCLX on a daily basis.

The system must include all data elements required in current and future revisions of TEGL's, the General Reporting Instructions for ETA Forms 9090 & 9091, the Workforce Investment Act Title I-B Standard Record Data (WIASRD), TAPR, ETA 9002, VETS 200, ARRA reporting WP ETA 9147 and WIA reporting ETA 9148 and ETA 9149, and any other changes made by the US Department of Labor regarding federally required reporting of outcomes for identified program participants.

Feature/Function		Standard/ Configure in Core Product	Not In Core Product – Future Release Date	Custom	Not Available
SA0	Provide an overview of your proposed solution and identify the unique features that separate your company from the competition.				
Vendor Description and Comments					
SA1	Capture and maintain eligibility data required for Wagner-Peyser, JVSG and WPRS, WIA and Trade programs that include but is not limited to the following: Social Security Number, veteran eligibility information, participant contact information, demographic information, race, ethnicity, disability, employment status at participation, employment histories, work search preferences et el.				
Vendor Description and Comments					
SA2	The system must be accessible to front line staff, office and regional managers in the One Stop Career Centers throughout the State,State administrators, and any other staff authorized by the State.				
Vendor Description and Comments					
SA3	The system must allow the user to enter additional information on an existing registration or create a new registration to be used to determine the eligibility of a participant in WIA and/or Trade programs.				
Vendor Description and Comments					
SA4	Capture and maintain all required participant data for WIA and/or Trade programs regarding barriers for adults and youth including but not limited to income, single parent, foster child (youth only) English language proficiency, offender status, basic literary skill deficiency, work readiness, and occupational skills.				

Feature/Function		Standard/ Configure in Core Product	Not In Core Product – Future Release Date	Custom	Not Available
Vendor Description and Comments					
SA5	Capture and maintain all required information on assessments conducted for WIA and/or Trade programs. Data may include but is not limited to comprehensive assessments and interviews, test scores (including test type and name), interest inventory results, support service requirements, training needs, development of IEP and ISS. Capture and maintain all testing, scores, and relevant information for the Youth Literacy and Numeracy Performance Measure.				
Vendor Description and Comments					
SA6	Develop an Individual Employment Plan (IEP) using comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers. Diagnostic testing and use of other assessment tools and in depth interviewing and evaluation to identify employment barriers and appropriate employment goals. Development of participant employment plan to identify appropriate achievement objectives, and appropriate combination of services for the participant to achieve employment goals.				
Vendor Description and Comments					
SA7	Develop an Individual Service Strategy (ISS) consisting of assessments of the academic levels, skill levels, and service needs of youth participants which includes a review of basic skills, occupational skills, prior work experience, employability interests, aptitudes (including non-traditional), supportive service needs, and developmental needs of each youth participant.				
Vendor Description and Comments					
SA8	Capture enrollment date(s) for program participants and determine that they are consistent with federal requirements for either or both programs. How does your system ensure that when program enrollment dates are entered verification is done to determine that the eligibility documentation is not more than 90 days old?				
Vendor Description and Comments					

Feature/Function		Standard/ Configure in Core Product	Not In Core Product – Future Release Date	Custom	Not Available
SA9	Capture the reason a participant was not enrolled in a WIA program and referral(s) to services if the participant is a youth.				
Vendor Description and Comments					
SA10	Enter and maintain confidential case notes by workforce coordinator(s) on participants and limit access to authorized staff only.				
Vendor Description and Comments					
SA11	Track all enrollment, conclusion dates, and outcomes for all activities for participant by program and funding stream.				
Vendor Description and Comments					
SA12	Track all supportive services by initiation and conclusion dates for each participant by program and funding stream.				
Vendor Description and Comments					
SA13	The system must have access to an Eligible Training Provider list approved by the local WIB's for adult and dislocated worker training services that require use of the ETP list.				
Vendor Description and Comments					
SA14	The system should be able to enter and maintain a list of providers other than the Eligible Training Providers for services to youth and non occupational activities for adults.				
Vendor Description and Comments					
SA15	The system must track all information required by the Trade program (2002 and 2009) which may include but is not limited to most recent qualifying date, tenure, TAA application date, and the trade petition number. Dates of participation in training, TRA including type, job search, relocation, and waivers.				
Vendor Description and Comments					
SA16	The system must allow for a scheduled 90 day gap in service with extensions. How does the system track when the gap in service has ended?				
Vendor Description and Comments					

Feature/Function		Standard/ Configure in Core Product	Not In Core Product – Future Release Date	Custom	Not Available
SA17	The system must allow for a soft exit at the conclusion of all participant activities. How does the system notify One Stop Career Center staff that a WIA or Trade participant is in jeopardy of being soft exited? Is a report available in advance of the soft exit action? Allow for exit after defined time of inactivity or lack of service.				
Vendor Description and Comments					
SA18	The system should generate automated reminders for staff which may include but is not limited to dates pertaining to participation, conclusions of activities, inactivity greater than 90 days, and follow up.				
Vendor Description and Comments					
SA19	The system should have a variety of case management tools to help staff manage cases, schedule appointments, etc.				
Vendor Description and Comments					
SA20	The system must maintain, display, and report all information regarding enrollment, services and activities during participation, and exit outcomes for all participants by One Stop Career Center staff, by One Stop Career Center, by region, and by state for each program and funding stream.				
Vendor Description and Comments					
SA21	The system must capture and maintain all data required for current and future federal reports for the WIA formula and Trade 2002 and 2009 programs.				
Vendor Description and Comments					
SA22	The system should clearly identify program status and participant's last date of service. The system should clearly identify (flag) and display the following applicant/participant types without reviewing the entire record. System should allow sorting by type. Veterans UI Claimants Selective Service Status Labor force status at participation WOTC Concurrent status Other types maybe defined at a later date				

Feature/Function		Standard/ Configure in Core Product	Not In Core Product – Future Release Date	Custom	Not Available
Vendor Description and Comments					
SA23	Enter and maintain pertinent job seeker data and log program specific services.				
Vendor Description and Comments					
SA24	View the job seeker's complete service history at a glance.				
Vendor Description and Comments					
SA25	Enter and maintain data on employers, job openings, job requirements, referrals made, and results and log specific employer services.				
Vendor Description and Comments					
SA26	Track employer activities and notes pertaining to the employer or job order.				
Vendor Description and Comments					
SA27	Enter and maintain job order information, which must include the capability to duplicate job order information previously entered for a current job order; Perform automated matching of job seekers and job openings based on O*NET codes, skills, experience, education, location, and other relevant criteria.				
Vendor Description and Comments					
SA28	Search for job seekers, employers, job orders, service providers and offerings using any combination of defined search criteria, including by program participation and by services used; and link to career resource information of WID.				
Vendor Description and Comments					
SA29	Should allow One Stop Career Center staff to generate and create employer and job seeker correspondence regarding job orders, referrals, job fairs, and other initiatives. May include but not limited to phone, email or text messaging options based on the employer or job seeker choice.				
Vendor Description and Comments					
SA30	Allow for the non-disclosure of an SSN and allow these participants to be excluded from performance.				
Vendor Description and Comments					

Feature/Function		Standard/ Configure in Core Product	Not In Core Product – Future Release Date	Custom	Not Available
SA31	Allow for a process for a cutoff date to be entered into the MIS system to lock down WIA data from prior years so it cannot be changed by One Stop Career Center staff. Allow for a process that enables Super Users to correct data after the cutoff date.				
Vendor Description and Comments					
SA32	Allow for a process that enables a copy of all program data to be frozen in the federal reports environment not accessible by users.				
Vendor Description and Comments					
SA33	Allow for a Universal Search function that allows an SSN or name to be entered and the an abbreviated record is displayed with the following information: application date participation date RDNC participant's region				
Vendor Description and Comments					
SA34	Allow for the tracking and reporting of the three demand occupations for all training services for Adult and Dislocated Workers per Nebraska State Policy. Have an edit to force entry into the field before moving to the next screen or saving.				
Vendor Description and Comments					
SA35	Allow for co-enrollment of the WIA Dislocated Worker program and the TAA program. Ensure that TAA participants who are receiving training only from TAA are not required to use the ETPL list per Nebraska State Policy.				
Vendor Description and Comments					
SA36	Allow for the tracking of Limited English Proficiency participants in WIA and be able to provide information for the State LEP plan.				
Vendor Description and Comments					
SA37	Allow for entry of participants serviced by NEG's and other discretionary grant awards and the ability to either co-enroll them or serve them independently.				
Vendor Description and Comments					

Feature/Function		Standard/ Configure in Core Product	Not In Core Product – Future Release Date	Custom	Not Available
SA38	Allow for backdating for WIA and TAA exits, however if the exit is over 90 days prior to date of entry the record should be locked down after it has been updated.				
Vendor Description and Comments					
SA39	Provide an operational manual that will be issued as State policy.				
Vendor Description and Comments					
SA40	Allow for participant follow up data to be entered into the system. Provide a Desk Aid for staff that indicates when the follow up screens will be locked down for data entry. (State Policy "WIA Title I Follow Up Survey for Exiters", 08-11)				
Vendor Description and Comments					
SA41	System should allow for completed application, activity, and exit forms for WIA and TAA participants with the ability to print the populated forms.				
Vendor Description and Comments					
SA42	System should allow for an estimated activity conclusion date to be entered and displayed and sorted by date for WIA and TAA participants.				
Vendor Description and Comments					
SA43	System must provide an interface to the WIA and TAA Legacy system (referred to as TREX) until Phase III is completed.				
Vendor Description and Comments					

Reporting Requirements Matrix

The bidder's proposed WCMRS solution must produce all current and future ETA mandated reports for Wagner Peyser, VETS, WIA, TAA, and Migrant and Seasonal Farm Workers programs. All requirements for these reports are subject to change based on USDOL, ETA guidelines. Bidder's proposed WCMRS solution must be kept current and responsive to USDOL, ETA reporting requirements. The report must include but is not limited to the following:

Wagner Peyser

1. ETA 9002 A – Services to Participants
2. ETA 9002 B – Services to Veterans
3. ETA 9002 C – Exiter Performance Outcomes
4. ETA 9002 D – Veteran Exiter Performance Outcomes
5. ETA 9002 E – Job Openings Received
6. VETS 200 A – DVOP Quarterly Report
7. VETS 200 B – LVER Quarterly Report
8. VETS 200 C – DVOP/LVER Quarterly Report
9. ETA 9147 (Recovery Act Reporting)
10. ETA Required Reports for Migrant and Seasonal Farmworkers

WIA/Trade

1. ETA Form 9090 – Quarterly Report
2. ETA Form 9091 – Annual Report
3. WIASRD – WIA Title I-B Standardized Record Data
4. WIA National Emergency Grants
5. TAPR
6. ETA 9148 and ETA 9149 (Recovery Act Reporting)

Feature/Function		Standard/ Configure in Core Product	Not In Core Product – Future Release Date	Custom	Not Available
R0	Provide an overview of your proposed solution and identify the unique features that separate your company from the competition.				
Vendor Description and Comments					
R1	The system must capture all data required to comply with federal reporting and validation requirements for Wagner Peyser, Veterans, Migrant and Seasonal Farmworkers, WIA, and Trade participants from the point of enrollment, exit from the system and follow up.				
Vendor Description and Comments					
R2	The system must contain an algorithm that defines how wage data and follow up data will be processed, i.e. priority, combining, etc.				
Vendor Description and Comments					

Feature/Function		Standard/ Configure in Core Product	Not In Core Product – Future Release Date	Custom	Not Available
R3	The system must generate all current and future federally mandated reports accurately and with adequate time for review by staff prior to the ETA submission deadlines.				
Vendor Description and Comments					
R4	The system must create necessary report validation extract files and necessary report submissions for the Wagner Peyser, Veterans, Migrant and Seasonal Farmworkers, WIA and Trade that comply with State and federal requirements and deadlines.				
Vendor Description and Comments					
R5	The system must generate and store for a minimum of five (5) years all data required for all State and federally mandated reports for Wagner Peyser, Veterans, Migrant and Seasonal Farmworkers, WIA and Trade.				
Vendor Description and Comments					
R6	The system should allow users to view the set of participants for any federal reporting item other than wage data and should combine this capability with other supported search criteria.				
Vendor Description and Comments					
R7	The system should make reports available via a user friendly interface and reports should be available to local users.				
Vendor Description and Comments					
R8	The system should allow for geographic breakouts for each Wagner Peyser, Migrant and Seasonal Farmworkers, WIA, and Trade statewide reports by region & local office and by month, quarter, & year to date time frames.				
Vendor Description and Comments					
R9	The system should allow for each Wagner Peyser, Migrant and Seasonal Farmworkers, WIA, and Trade report to be filtered by multiple and appropriate, and interactively specified criteria. The criteria should include but is not limited to age brackets and other demographics, in school/out of school youth, activity provider(s) occupational skills for WIA and Trade participants, activity provider(s) for non occupational skills providers, education level, veteran status, program participation, funding stream, types of services received, and other criteria established by local, state, and/or federal requirements.				

Feature/Function		Standard/ Configure in Core Product	Not In Core Product – Future Release Date	Custom	Not Available
Vendor Description and Comments					
R10	The system should allow authorized users to develop customized reports which may include graphs, charts, tables, and data exports for Wagner Peyser, Veterans, Migrant and Seasonal Farmworkers, WIA and Trade.				
Vendor Description and Comments					
R11	The System should provide reports as listed below. Examples of the reports and descriptions of the reports and filtering options are provided in Appendix 4 <u>Enrollment Reports</u> Enrollment Detail Report Enrollment Statistics Report Enrollment by Program Enrollment by County <u>Activity Reports</u> Activity Detail Activity Summary – (participation date) Activity Summary – (initiation date) Activity Summary – Youth Services – (initiation date) Activity Summary – Youth Services – (participation date) Participant Activity Greater than 90 Days <u>Exit Reports</u> Exit Detail Report Exit Summary Report Exit Statistics Report Codified Exit Report <u>Miscellaneous</u> Demand Occupation Percentage Demand Occupation Detail Dislocated Worker Employer Report Exit – State Incentive Report Literacy /Numeracy Report Non-Participant Report Participant With No Activity Reason Did Not Continue School Status Report School Status Exiter Report Soft Exit Report				

Feature/Function		Standard/ Configure in Core Product	Not In Core Product – Future Release Date	Custom	Not Available
	24 Month Report Younger Youth Goals – (participation date) Younger Youth Goals – (initiation date) Younger Youth Goals – (conclusion date) Windowed Youth WIA Core Measures – Common Measures				
Vendor Description and Comments					

Workforce Information Database (WID) Requirements Matrix

The bidder must work with DOL staff to connect to the existing WID database version 2.4 or most current version released by the USDOL, ETA, Analyst Resource Center and depending upon data elements utilized in the proposed WCMRS system, possibly reference data in tables in versions 1.1 or 2.3. Bidders must provide a web based information system utilizing data from the Workforce Information Database. This database is a structure developed for the storage and maintenance of employment statistics, labor market information, employer listings and related economic and demographic data. The database development project originated from the need for a single multi-purpose database structure to drive analytical and data display systems. This is a joint effort between the Employment and Training Administration of the U.S. Department of Labor and the States to:

1. Conduct research
2. Develop product
3. Deliver information to job seekers, employers, economic developers, planners and other users

The resources are designed to enhance information delivery to workforce customers in the employment, education, and economic development sectors.

Feature/Function		Standard/ Configure in Core Product	Not In Core Product – Future Release Date	Custom	Not Available
WID0	Provide an overview of your proposed solution and identify the unique features that separate your company from the competition.				
Vendor Description and Comments					
WID1	Data Scope: **1.** The ability to display all mandatory tables in the WID as required by ETA. **2.** In addition to mandatory items, the ability to display all data available through optional tables in WID.				
Vendor Description and Comments					

Feature/Function		Standard/ Configure in Core Product	Not In Core Product – Future Release Date	Custom	Not Available
WID2	General Functionality: **1.** The ability to store confidential or suppressed data that can be accessed only by authorized users through a log in and password. **2.** The ability to select the data columns customers want to view for every data table and/or the ability to view all. **3.** The ability to sort by column headings for each data table when it's displayed. **4.** The ability to perform an average for selected items (on screen). **5.** The ability to export as Excel, text, and print view options. **6.** The ability to insert footnotes for rounding disclaimers.				
Vendor Description and Comments					
WID3	Data Geographic Selection: **1.** The ability to have all the available WID data items for a selected county, Statewide or Metropolitan Statistical Area (MSA) on one screen (with data pulled from all available data tables). **2.** The ability to select Statewide, MSA's, counties, local areas (when local data is available). **3.** The ability to select a single county or multiple counties with ability to aggregate data and/or compare areas. **4.** The ability to select statewide and/or MSA counties, local areas (when local data is available). The ability to display data in rows or columns.				
Vendor Description and Comments					
WID4	Data Time Series Selection: **1.** The ability to select a quarter or multiple quarters of data. **2.** The ability to select months for multiple years (example: chose just October for 2000 – 2006). **3.** The ability to select month or multiple months. **4.** The ability to select years or multiple years.				
Vendor Description and Comments					
WID5	Data Selection Criteria: **1.** The ability to select industry sub sectors (2 digit, 3 digit, or all). **2.** The ability to select occupations or industry in for Projections data. **3.** The ability to select long term or short term data sets in Projections.				
Vendor Description and Comments					

Feature/Function		Standard/ Configure in Core Product	Not In Core Product – Future Release Date	Custom	Not Available
WID6	Mapping and Graphing Functionality: **1.** The ability to use a map to select a 'customized area' where it would total and average. **2.** The ability to display selected data on a map. **3.** The ability to display selected data on a graph.				
Vendor Description and Comments					
WID7	**4.** The ability to include a US link to Bureau of Labor Statistics (BLS) Current Employment Statistics (CES) website.				
Vendor Description and Comments					
WID8	**5.** The ability of Occupation Employment Statistics (OES) section to meet the Labor Department's current data table/web page capabilities for OES.				
Vendor Description and Comments					
WID9	**6.** The ability of the Employer Database data to meet the Labor Department's current data table/web page capabilities for the EMPDB data table; based on ETA requirements.				
Vendor Description and Comments					
WID10	**7.** The ability to incorporate the License data with the OES section. **8.** The ability for A – Z or search option for license.				
Vendor Description and Comments					
WID11	Job Spidering and Integrated LMI: **1.** The ability to pull advertised jobs from company websites on the internet into the seamless and integrated system. **2.** The ability to convert spidered jobs from the internet into the Standard Occupational Classification system used by the Bureau of Labor Statistics. **3.** The ability to link spidered jobs from the internet to current Labor Market data housed in the WID database.				
Vendor Description and Comments					

System Training Requirements Matrix

Initial system training must be offered in conjunction with and prior to the three distinct phases of implementation. Training must be designed around a tiered, team concept that will include an overall system/technology expert as well as designated State and regional business experts and other authorized partners and staff.

For Phase I of implementation, training may be offered on site in Nebraska or via a web based training session where an instructor is present.

For Phase II initial training must be offered on site in Nebraska. Due to the geographic make-up of the State, four (4) trainings must be offered at the following locations: Lincoln, NE will have two (2) trainings, one (1) for business and technical administrators and one (1) for end users; Omaha, NE, one (1) training for end users and; Grand Island, NE, one (1) training for end users.

The training for the Phase III must replicate Phase II location and audience. (See Appendix 6 for training requirements)

Complete hard copy and electronic manuals must be provided and available for each initial session. The manual and training materials must be available to the State three (3) weeks prior to Phase I, Phase II, and Phase III training.

Training must also be available prior to any major software/hardware upgrades, as appropriate. For these future trainings, the State is open to a webinar, electronic conference type platform for training delivery.

Feature/Function		Standard/ Configure in Core Product	Not In Core Product – Future Release Date	Custom	Not Available
TR0	Provide an overview of your proposed solution and identify the unique features that separate your company from the competition.				
Vendor Description and Comments					
TR1	The Contractor shall provide training for Phase I of implementation. Training may be offered on site in Nebraska or via a web-based, electronic conference type of platform where an instructor is present. This training is designated for DOL staff that will use the system. The following types of training and written manuals should be provided prior to implementation of the system: Staff who access the System (training should cover functions performed by Super Users as well as self-serve features used by the public); Administrators of the System: Technical training for technical support				
Vendor Description and Comments					

Feature/Function		Standard/ Configure in Core Product	Not In Core Product – Future Release Date	Custom	Not Available
TR2	For Phase II and Phase III the Contractor shall provide hands-on, on-site training in Nebraska for designated staff that use the System. The following types of training and written manuals specific to each type of training must be provided prior to implementation of the System: **1.** Staff who access the System (training should cover functions performed by authorized staff as well as self-serve features used by the public); **2.** Administrators of the System; **3.** Technical training for technical support				
Vendor Description and Comments					
TR3	The Contractor shall provide training for all major software/hardware upgrades that occur after the initial implementation, as appropriate. For these future trainings, training may be provided on site in Nebraska or via a web-based electronic conference type of platform where an instructor is present. This training is designated for NE DOL staff that will use the system. Training manuals specific to each type of training must be provided prior to implementation of the System.				
Vendor Description and Comments					

F. TECHNICAL REQUIREMENTS

Bidder proposals must include all of the following matrices and must be completed with appropriate box checked and Vendor Description and Comments added.

General Technical Requirements Matrix

The following are technical features and requirements.

Feature/Requirement		Standard/ Configured with Core Product	Not In Core Product – Future Release Date	Custom	Not Available
T1	The system should be operational 24 hours a day, seven (7) days a week, 365 days a year, except for agreed-upon periods for planned or scheduled maintenance.				
Vendor Description and Comments					

Feature/Requirement		Standard/ Configured with Core Product	Not In Core Product – Future Release Date	Custom	Not Available
T2	The system architecture must target sub-second response time for 95% of the transactions for locations within the downtown campus and include appropriate load balancing and clustering within the design. Stress testing should include automated testing simulating 100 concurrent users attaining the standard above from a location in the downtown campus.				
Vendor Description and Comments					
T3	The system must include a three (3) separate environments: **1.** production **2.** testing for future applications and system upgrades **3.** federal reporting				
Vendor Description and Comments					
T4	The system must be compatible with the existing State of Nebraska WAN and standard desktop configuration and utilize existing storage and virtualization infrastructure where feasible.				
Vendor Description and Comments					
T5	The system should include a daily automated backup and recovery feature that is compatible with the State of Nebraska's existing backup system. The system must include an emergency failover and shutdown feature that protects data and software and tested as part of the project. Proper documentation of the shutdown and power up of the system must be included. The system must provide a formal Disaster Recovery and Business Continuity Plan and bidders will be required to work with the State to integrate this into the States' official Disaster Recovery and Business Continuity Plan.				
Vendor Description and Comments					
T6	The system should be compliant with Americans with Disabilities Act and Section 508 of the Rehabilitation Act. The system must support the Nebraska Information Technology Commission E-Government Standards at: http://www.nitc.state.ne.us/standards/index.html				
Vendor Description and Comments					

Feature/Requirement		Standard/ Configured with Core Product	Not In Core Product – Future Release Date	Custom	Not Available
T7	The system should have user friendly navigation that is English-like and intuitive, so that new users would need minimal to no training. Error messages must be user friendly, meaningful and clear to the user. The system must use descriptive text rather than codes, where practical and appropriate. An example would be display of county name.				
Vendor Description and Comments					
T8	The system should allow State administrators to interactively modify which programs participate in Common Measures. The system must allow non-Common Measures programs to specify whether the staff user may enter the exit data (formerly considered a "hard exit" under WIA) for a participant, unlike the automatic soft exit required under Common Measures. The system must allow the State to define new activity, service types and funding and to associate these with the programs that are supported in the One-Stop Career Centers.				
Vendor Description and Comments					
T9	The system should conduct the majority of processing in a real-time, interactive-based model. The system batch processing must be identified, scheduled, fit within available batch window and be documented following State standards. The system must allow for State-defined batch and/or on-line interfaces to be developed for future user interface function.				
Vendor Description and Comments					
T10	The system should be able to accommodate the future of additional languages (e.g. Spanish) for the public facing portion of the system.				
Vendor Description and Comments					
T11	The system should be fully documented to include a complete summary and detail of the following: **1.** On-line user help and documentation **2.** Business requirements **3.** System installation, administration and procedural documentation **4.** System architecture, including hardware and network infrastructure, application design architecture **5.** Data model documentation				

Feature/Requirement		Standard/ Configured with Core Product	Not In Core Product – Future Release Date	Custom	Not Available
	6. Conversion of existing data to the new System				
Vendor Description and Comments					
T12	The system should integrate with Internet Explorer 6.0 and higher at minimum as well as Mozilla (Netscape, Firefox) 3.0, and Safari 3.0.				
Vendor Description and Comments					

Security Requirements Matrix
The following are security requirements.

Feature/Requirement		Standard/ Configure with Core Product	Not In Core Product – Future Release Date	Custom	Not Available
SEC1	The system must provide role-based access control to restrict system access to individual authorized users. The access levels must be customizable to support newly defined individuals.				
Vendor Description and Comments					
SEC2	The system must provide the ability to create role-based workgroups by program areas or geographic locations to restrict system access to authorized user groups. The access levels must be customizable to support newly defined workgroups.				
Vendor Description and Comments					
SEC3	The system must provide the ability to restrict system access to data by specific individuals or workgroups.				
Vendor Description and Comments					
SEC4	The system must sit behind the State of Nebraska's firewall and function securely.				
Vendor Description and Comments					
SEC5	The system must use appropriate internet protocols to protect data. E.g. Secured Socket Layer				
Vendor Description and Comments					

Feature/Requirement		Standard/ Configure with Core Product	Not In Core Product – Future Release Date	Custom	Not Available
SEC6	The system must follow the Nebraska Information Technology Commission E-Government Standards for security. This is explained at: http://www.nitc.state.ne.us/standards/index.html				
Vendor Description and Comments					
SEC7	The system must provide security authentication, authorization, and audit processes that are integrated and preferably built on Lightweight Directory Access Protocol (LDAP) standards. A single sign-on architecture shall be employed and password expiration shall be adjustable and enforce on a periodic frequency to be determined by the State.				
Vendor Description and Comments					
SEC8	The system must provide auditing and logging of capability where appropriate and practical. Each transaction will be identified with a time/date stamp and identification of system or person who initiated and/or authorized the transaction. History of transaction audits/logs shall be available on demand as needed for authorized audit staff.				
Vendor Description and Comments					

Interface Requirements Matrix

The following are interface requirements.

Feature/Requirement		Standard/ Configured with Core Product	Not In Core Product – Future Release Date	Custom	Not Available
I1	The system must be able to read and match program participants with the State's Unemployment Insurance Wage Record Database and save required data in a secure table not seen by the users.				
Vendor Description and Comments					

Feature/Requirement		Standard/ Configured with Core Product	Not In Core Product – Future Release Date	Custom	Not Available
I2	The system must be able to read and match program participants with the Unemployment Wage Request Information System (WRIS) and interstate Unemployment Insurance data and save required data in a secure table not seen by users.				
Vendor Description and Comments					
I3	The system must be able to interface with the USDOL O*NET SOC AutoCoder software product to obtain codes for jobseekers. (http://autocoder.itsc.org/default.htm)				
Vendor Description and Comments					
I4	The system must be able to provide the UI system with certain claimant's occupational codes to confirm proper registration at One-Stop Career Centers. (BPS Batch 101) The claimant's status must be kept active (non-exit status to the extent allowed by Common Measures) until the claimant is no longer eligible for benefits, has been disqualified from receiving benefits, or no longer filing for benefits. To facilitate this requirement, the interface must enable UI system to provide a "daily transaction report". The report informs the Office of Employment & Training (OE&T) of new, additional and reopened claims, claimant address changes, disqualifications, claimants who return to work, inactivated claimants, etc. The system must be able to provide the UI System with demographic data, assuming on file when a new, reopen and/or additional UI claim filed,				
Vendor Description and Comments					
I5	The system must be able to identify and electronically notify UI of potential negative referral results, which may be the basis for disqualification from UI benefits. These situations include failure to apply for job referrals, failure to accept work offered and failure to report to job interviews.				
Vendor Description and Comments					

Feature/Requirement		Standard/ Configured with Core Product	Not In Core Product – Future Release Date	Custom	Not Available
I6	The system must support the Worker Profiling and Reemployment Services Program. The system must provide the information to notify UI regarding claimants being serviced. The UI Benefit Payment System selects the appropriate number of claimants to be referred and generates listings and claimant notification letters. The entire output is provided to the respective OE&T offices via the interface. The interface must provide information necessary to produce the quarterly ETA 9048, which includes the number of claimants who were' provided with re-employment services. The interface also shall generate the quarterly ETA 9049 report which includes the employment outcomes of claimants referred to re-employment services. The interface must enable the OE&T office to notify the appropriate UI claims office of any claimant who fails to report or participate in re-employment services, unless the claimant completed those services previously.				
Vendor Description and Comments					
I7	The system must be able to interface with the National Labor Exchange Job Central for both importing and exporting data. (www.jobcentral.com)				
Vendor Description and Comments					
I8	The system must export data required for Workforce Investment Act Standardized Record Data (WIASRD) to satisfy all USDOL ETA requirements.				
Vendor Description and Comments					
I9	The system must export data required for Data Reporting and Validation Software (DVRS) to satisfy all USDOL ETA requirements.				
Vendor Description and Comments					
I10	Allow for an export file to be submitted to FEDES and the data imported back into the system.				
Vendor Description and Comments					

Database Requirements Matrix

The following are database requirements.

Feature/Requirement		Standard/ Configured in Core Product	Not In Core Product – Future Release Date	Custom	Not Available
DB1	The system must be built on a relational database that is table-driven and structured for efficiently performed queries of data.				
Vendor Description and Comments					
DB2	The system must be capable of storing the existing and expanding volume of job seekers, job orders and case management data.				
Vendor Description and Comments					
DB3	The system must be able to use the data from the currently used databases for the proposed system database. Appendix 1 identifies currently used databases. The contractor must work with the State to map and convert data into the appropriate tables in proposed WCMRS solution. The system must include the capability to import data from the existing databases.				
Vendor Description and Comments					
DB4	The system must provide a unique identifier for clients (employers, jobseekers, providers, education/training institutes) as neither EIN or SSN is sufficient as a unique ID on its own. Must include a cross match table of SSN and unique identifiers.				
Vendor Description and Comments					
DB5	The system must have the capability to archive data and locking of records to comply with Federal Program and Confidentiality requirements.				
Vendor Description and Comments					
DB6	The system must include the capability to allow for Ad Hoc queries to be designed for specific purposes and requests.				

G. PROJECT PLANNING AND MANAGEMENT

The bidder is expected to propose how they intend to execute and manage the project from project initiation through implementation of WCMRS Phase I, Phase II, and Phase III. The bidder is expected to implement the WCMRS in three (3) phases. Phase I includes the common components for the Workforce Information Database (WID) with a target go live date of May 1, 2010. Phase II includes common components for Wagner Peyser, Re-employment Services, and Veterans with a target go live date of July 1, 2010. Phase III includes common

components for Workforce Investment Act Title 1B and Trade Adjustment Act (2002 and 2009) with a target go live on April 1, 2011. It is expected that proposals will meet these deadlines.

Bidder proposals must include a project time line at minimum laying project tasks, estimated number of hours and resources. Bidder proposals must explain how project activities will be monitored. Bidder proposals must include a communication plan identifying how project status reports will be presented and how risks and issues will be managed. Bidder proposals must identify agency resources needed to accomplish project tasks and the ideal skill sets required. Bidder proposals must identify where project activities will occur and any hardware and software requirements for the environments the DOL must provide.

Key Personnel
Bidder must provide education and experience for each project team member assigned to this project.

General requirements for Key Personnel are as follows:

1. The Bidder must assign and identify an Account Manager to the project during configuration, development and implementation and throughout the term of the contract. The Account Manager must be familiar with the WCMRS processes and the software being proposed.
2. The Bidder must assign and identify a Project Manager to the project during configuration, development and implementation and throughout the term of the contract. The Project Manager must be familiar with the WCMRS processes and the software being proposed.
3. The Bidder must assign and identify a Project Team for the project during configuration, development and implementation and throughout the term of the contract. The Project Team must be familiar with the WCMRS processes and the software being proposed.
4. The Bidder must provide staff experienced and knowledgeable in the subject matter for Phase I, Phase II, and Phase III.
5. All staff assigned to the project from the vendor will be required to sign State of Nebraska confidentiality agreements.

Bidder Responsibilities

1. From start of project through implementation of all project Phases, prepare and submit weekly project status reports.
2. Lead and perform activities to install and configure WCMRS.
3. Lead and perform activities to convert existing data into WCMRS databases.
4. Lead and perform activities to build existing interface into WCMRS.
5. Develop a Benchmark Plan and lead the State in conducting benchmark related activities.
6. Develop a Test Plan and lead the State in conducting user acceptance testing.
7. Provide an End Users and Training Manuals.
8. Provide technical documentation.
9. Prepare and conduct System Administrator and Train-the-Trainer training and all associated Training Materials and guides that are consistent with the End-User Manual, Operating Procedures and on-line help for the State.
10. Prepare the Implementation Plan that includes the planned implementation sequence of events and Turn Over/Hand off Plan to State.

11. Monitor WCMRS processing and performance to ensure all functions and features are operating correctly, and correct any errors identified during the initial operations period.
12. Prepare and submit initial drafts through final deliverables for State review and approval.

State Responsibilities

1. Provide input and clarifications to the WCMRS bidder for developing deliverables.
2. Participate in the configuration, data conversion and implementation of the WCMRS. Provide input for solutions to issues.
3. Assist in the conversion of any legacy system data to the WCMRS solution.
4. Review, comment and approve initial draft through final deliverables.
5. Lead and provide materials for Phase I, Phase II, and Phase III training sessions.
6. Assist in the coordination of implementation activities.
7. Provide approval to implement each component in the solution.
8. Monitor WCMRS Bidder Performance.

Change Management Responsibilities
Change management is a process that helps organizations adapt to new working environments. It facilitates the process of making proposed changes acceptable and achievable in the organization by helping people understand the need for the change, supporting participation in the transition process, and building commitment and buy-in. It is an essential component in any transformation project, particularly in a project such as the WCMRS. Change is by its very nature disruptive and must be systematically planned and supported in order to minimize the depth and length of performance disruptions. Even minor change may be hard to assimilate, cause frustration, anxiety or uncertainty among the work force and divert attention away from meeting productivity goals and quality standards.

The State recognizes that involvement, understanding and commitment of employees are key to the successful implementation. State employees must make all key process design and configuration decisions. Specific provisions should be made for small agency participation in decision making without disrupting agency operations (e.g. avoid disruptions caused by removing people from their jobs for extended periods). The bidder must have a proven, successful methodology for introducing change into organizations. The change methodology should incorporate education, expectation management, employee understanding, motivation and problem solving. Education should include explaining new business processes.

The State is prepared to contribute business and technical resources to the project. The bidder must identify the number of people required and the assignments that will most effectively utilize these resources along with a description of the skills that they require. The bidder must describe and provide any training for state employee project team members.

WCMRS Transition Responsibilities
The bidder shall be responsible for go-live and 90-day support activities for each component. The bidder is responsible to ensure the transition of each component occurs smoothly and without disruption to the State.

Bidder WCMRS Responsibilities

1. Provide a draft detailed Turnover Plan of each component.
2. Modify the Turnover Plan based upon the results of State review.
3. Transfer data, documentation, and other applicable materials to the State in accordance with the approved Turnover Plan.
4. Provide technical and professional support to the State.
5. Prepare and submit initial draft through final deliverables for State review, comment and approval.

DOL WCMRS Transition Responsibilities

1. Provide input to the development of the Turnover Plan.
2. Provide for the receipt of all materials (e.g., files, reports, etc.) turned over by the bidder.
3. Review, comment and approve initial drafts through final deliverables.
4. Monitor WCMRS bidder performance.

H. PERFORM IMPLEMENTATION

Bidder proposals must address performing the following implementation activities:

1. Bidder must provide technical architecture requirements.
2. Bidder must perform software installation and configuration.
3. Lead and perform activities to build existing interface into WCMRS.
4. Bidder must perform data conversion activities by working with the State to convert data into appropriate tables.
5. Bidders must provide a lead and assist State to perform user acceptance testing.
6. Bidders must provide training required for State end-user staff and technical support.
7. Bidder must provide documentation.

I. PROVIDE POST IMPLEMENTATION SUPPORT (VENDOR SUPPORT AND MAINTENANCE)

The bidder must provide a comprehensive description of their work plan for providing the requested services and examples of its ability to accomplish the tasks described herein, including a plan for development and installation, testing and training.

The bidder must provide technical architecture requirements for the proposed WCMRS solution. The requirements must include a description of the technical skills for the State personnel needed to support the technical environment. The State will be responsible for furnishing the technical architecture and personnel to support the environment.

The bidder must explain their ability to maintain the proposed software. The bidder must provide a plan for software maintenance and support. The plan shall include a description and copy of any warranty for software maintenance. The plan also must address how the bidder will patch, upgrade, and obtain other necessary fixes to the product(s), including those resulting from revised federal or state reporting requirements. The plan must show how the bidder will provide the necessary software maintenance for the contract period ending June 30, 2011, June 30, 2012 and subsequent years if the contract is extended.

The bidder must identify the circumstances under which additional charges will be assessed to the State beyond that which is part of the maintenance services included as part of this proposal.

The bidder must provide live support by phone, electronic mail or in person from 8:00 AM to 5:00 PM Central time during business days, except for periods agreed upon by the State for scheduled maintenance.

The bidder must be responsible for properly announcing, dispatching, and explaining the effects and repercussions of software upgrades or revisions to technical architecture or general technical recommendations as dictated by their company, and provide live support if necessary during the installation of such upgrades/revisions. The bidder must advise the State at least three (3) months ahead of making changes to its product, such as requiring changes in the operating systems, of client or server based software and/or hardware components required that would affect the State's costs in providing and/or ability to provide the Case Management and Tracking of Services and Performance Outcomes which is the subject of this RFP.

The bidder must submit documentation describing the warranty coverage for all services and equipment provided for this project and shall identify and explain circumstances under which additional charges will be assessed the State beyond that which is not part of the warranty offered.

The annual software maintenance agreement must include support for all aspects of the software. Should sub-vendors provide software components, annual maintenance must also cover that software. All costs related to annual maintenance must be listed in the cost proposal response. Standard bidder Maintenance Agreements should be part of the annual maintenance contract.

The bidder must clearly identify circumstances under which services will not be covered under the annual maintenance contract and the description of the service that will be provided (on-site, phone, etc.). The bidder must list the cost of the annual maintenance contract as well as a DISCOUNTED cost for a three (3) year maintenance contract in the cost proposal section. In the case of a third party reseller, the State must have the option to purchase the annual maintenance directly from the software vendor. Maintenance cost is fixed for the duration of each contract period and maintenance cannot exceed 2.5% increase per renewal period. .

The bid response must include a copy of the annual maintenance contract and any Maintenance Agreements. Bidders proposed annual maintenance contract should address the following areas:

1. System Availability – The bidder proposals must fully explain any schedule down time the agency should expect.
2. Technical Assistance - The bidder proposal must explain how the agency will obtain Service and/or Help Desk and technical assistance for any system malfunctions or unplanned outages.
3. Scheduled Maintenance – The bidder proposal must explain scheduled maintenance activities with projected schedules over course of a three (3) year period.
4. Time Sensitive Upgrades – The bidder proposals must fully explain how they will respond to federal program changes, as well as the technical assistance and training the agency will need to implement these upgrades.

5. Change Management Process – The bidder proposals must explain how they will release changes to the software and how the agency will obtain training on new or changed system features and/or functionality.

The bidder must make federal mandate changes and correct defects to the software as part of the annual maintenance contract to the State. The bidder must work with the State to prioritize the changes and defects and must provide documentation of the changes and corrections to the defects.

J. DELIVERABLES

Dates are contingent on a March 1, 2010 start date. Phase I and Phase II will run concurrently. In the event the start date is after March 1, 2010 the order of timing of Phases may be adjusted.

DELIVERABLE	TARGET COMPLETION DATE
Phase I – Public WID site and database connectivity	
1. Software and Software Installation	April 1, 2010
2. Complete WID connectivity	April 15, 2010
3. User Acceptance Testing	April 15, 2010 – May 1, 2010
4. Go Live	May 1, 2010
5. 90-Day Warranty	May 1, 2010 – August 1, 2010
Phase II - Common components required for Wagner Peyser, Re-employment Services, and Veterans	
6. Software and Software Installation	April 15, 2010
7. Complete DOL interfaces	May 1, 2010
8. Data Conversion and Acceptance	May 15, 2010
9. Report Benchmark - 3rd Quarter Reports for PY2009 ETA 9002 and Vets 200 Reports	May 15, 2010 – May 31, 2010
10. Training	June 15, 2010
11. Go Live	July 1, 2010
12. 90-Day Warranty	July 1, 2010 - October 1, 2010
Phase III – Common components required for Workforce Investment Act Title 1B and Trade Adjustment Act	
13. Software and Software Installation	January 3, 2011
14. Data Conversion and Acceptance	February 4, 2011
15. Training	March 14, 2011
16. Go Live	April 1, 2011
17. 3rd Quarter Report Comparison	May 14, 2011
18. 180 Day Warranty	April 1, 2011 – October 1, 2011

V. PROPOSAL INSTRUCTIONS

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

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

A. TECHNICAL PROPOSAL

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

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

1. REQUEST FOR PROPOSAL FORM

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

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

2. EXECUTIVE SUMMARY

The Executive Summary shall condense and highlight the contents of the solution being proposed by the bidder in such a way as to provide the Evaluation Committee with a broad understanding of the Contractor's Technical Proposal.

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

3. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

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

b. FINANCIAL STATEMENTS

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

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

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

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

The bidder shall describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past thirty-six (36) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest

exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

g. CONTRACT PERFORMANCE

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

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

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

i. Bidder must provide narrative descriptions to highlight the similarities between their experience and this Request for Proposal. These descriptions must include:

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

ii. Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.

iii. If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the contractors above. In addition, subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

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

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

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

The bidder shall provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

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

j. SUBCONTRACTORS

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

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

4. TECHNICAL APPROACH

The technical approach section of the Technical Proposal must consist of the following subsections which mirror the organization of the RFP. In this section, the bidder must demonstrate a thorough understanding of the State requirements and the bidder responsibilities. Responses should be complete and detailed and should be organized to structure of information presented in the RFP.

a. SCOPE OF WORK (Section IV.C)

i. For each of the seven (7) points defined, the bidder should provide a high level overview on how they propose to address each of these requirements. The bidder should take the opportunity to differentiate themselves from other proposals.

b. PROJECT REQURIEMENTS (Section IV. D)

i. For each of the fourteen (14) points defined, the bidder should provide a high level overview on how they propose to address each of these requirements. The bidder should take the opportunity to differentiate themselves from other proposals.

c. BUSINESS REQUIREMENTS (Section IV. E)

i. Bidders must respond using the table format provided in the RFP for each of the five (5) sections.

a) Self Service Requirements Matrix
b) Staff Assisted Services Requirements Matrix
c) Reporting Requirements Matrix
d) Workforce Information Database (WID) Requirements Matrix
e) Training Requirements Matrix

Bidders must insert an "X" in the column that best describes the bidder's proposed solution and leave blank if the bidder's proposed solution does not comply with the requirement. Additionally, under each feature, function, and/or requirements listed, bidders must provide a description of the proposed solution's capabilities. Explain each response and describe how the proposed solution meets each requirement. Include anything that identifies the unique features of your solution that separates your company from the competition. Insert the response directly in the table, using as much space as needed. Bidders are not limited to one (1) line responses. Responses should be more than "understood" or "noted" and the Bidder should take the opportunity to differentiate themselves from the other proposals. Only current features should be described. Future enhancements can be described if they are clearly noted as such.

d. TECHNICAL REQUIREMENTS (Section IV.F)

i. Bidders must respond using the table format provided in the RFP for each of the four (4) sections.

a) General Technical Requirements Matrix
b) Security Requirements Matrix
c) Interface Requirement Matrix
d) Database Requirement Matrix

Bidders must insert an "X" in the column that best describes the bidder's proposed solution and leave blank if the bidder's proposed solution does not comply with the requirement. Additionally, under each feature, function, and/or requirements listed, Bidders must provide a description of the proposed solution's capabilities. Explain each response and describe how the proposed solution meets each requirement. Include anything that identifies the unique features of your solution that separates your company from the competition. Insert the response directly in the table, using as much space as needed. Bidders are not limited to one (1) line responses. Responses should be more than "understood" or "noted" and the bidder should take the opportunity to differentiate themselves from the other proposals. Only current features should be described. Future enhancements can be described if they are clearly noted as such.

e. PROJECT PLANNEING AND MANAGEMENT (Section IV.G)

i. Bidder must provide a description of how they intend to execute and manage the project from project initiation through implementation. Bidders must elaborate on the project tasks for all of the three phases of the project.

a) Phase I: Components for the Workforce Information Database (WID) to go live May 1, 2010.
b) Phase II: Components for Wagner Peyser, Reemployment Services, and Veterans to go live July 1, 2010.
c) Phase III: Components for Workforce Investment Act Title 1B and the Trade Adjustment Act (2002 and 2009) to go live April 1, 2011.

The bidder should take the opportunity to differentiate themselves from the other proposals.

ii. Key Personnel: Resumes for all bidder personnel must be submitted. The bidder must identify an Account Manager and a description as to why that person is qualified to hold this position for the engagement. The bidder must identify a Project Manager and a description as to why that person is qualified to hold this position for the engagement. The bidder must identify a Project Team and descriptions as to why the person(s) are qualified to participate in this engagement.

iii. Bidder Responsibilities

a) For each of the twelve (12) points defined the bidder must provide a high level overview on how they propose to address each of these requirements. The bidder should take the opportunity to differentiate themselves from the other proposals. The Bidder should clearly identify and elaborate on any State Responsibilities above and beyond that mentioned in Section IV.G.

iv. Bidder must provide a high level overview on how they propose to address Change Management for the WCMRS. The overview must address bidder versus State responsibilities.

f. PERFORM IMPLEMENTATION (Section IV.H)

i. Bidder must provide a high level overview on how they propose to perform implementation of the WCMRS. The overview must address bidder versus State responsibilities.

g. PROVIDE POST IMPLEMENTATION SUPPORT (Section IV.I)

i. Bidder must provide a high level overview on how they propose to provide post implementation support of the WCMRS. The overview must address bidder versus State responsibilities.

B. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

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

1. PRICING SUMMARY

This summary shall present the total fixed price to perform all of the requirements of the Request for Proposal. The bidder must include details in the Cost Proposal 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 timing and unit costs, if applicable.

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

2. PRICES

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

C. PAYMENT SCHEDULE

The payment schedule for the project is tied to specific dates and deliverables. 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. A percentage of the total contract cost may then be invoiced based on the following schedule.

Dates are contingent on a March 1, 2010 start date. Phase I and Phase II will run concurrently. In the event the start date is after March 1, 2010 the order of timing of Phases may be adjusted.

Deliverable	Target Completion Date	Proposed Invoice Date	Proposed Invoice Amount
Phase I - Common components require for Workforce Information Database			
1. Software and Software Installation	April 1, 2010		
2. User Acceptance Testing	April 15, 2010 – May 1, 2010		
3. Training	April 20, 2010		
4. Go Live	May 1, 2010		
Phase II - Common components required for Wagner Peyser, Re-employment Services, and Veterans.			
1. Software and Software Installation	April 15, 2010		
2. Data Conversion and Acceptance	May 15, 2010		
3. Report Benchmark - 3rd Quarter Reports for PY2009 ETA 9002 and Vets200	May 15, 2010 – May 31, 2010		
4. Training	June 15, 2010		
5. Go Live	July 1, 2010		
Phase III - Unique components required for components required for Workforce Investment Act Title B1 and Trade Adjustment Act			
1. Software and Software Installation	January 3, 2011		
2. Data Conversion and Acceptance	February 4, 2011		
3. Training	March 14, 2011		
4. Go Live	April 1, 2011		
5. User Acceptance Testing: 3rd Quarter Reports	May 14, 2011		
Maintenance Agreements			
1. Software Maintenance Agreement (10 Months)	May 1, 2010 – February 28, 2011		
2. Annual Maintenance Agreement	Mar 1 to February 28		
3. Four (4) year Discounted Maintenance Agreement	May 1, 2010 – February 28, 2014		

Form A

Bidder Contact Sheet

Request for Proposal Number 3071Z1

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

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

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

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

Appendix 1: Existing Databases

Bidders are required to work with the State staff to map and import required data from the following databases into proposed WCMRS solution for all environments.

Database:	Nebraska Workforce Access System (NWAS) for Nebraska Workforce Development partners to share basic client demographic information. (Custom built for Nebraska)
Database Environment:	Lotus Notes Domino 7.x
Description:	**NWAS Applicant DB:** Primary application data storage and some old legacy applications. This is the main data collective of applicants for various systems that are tied to the NWAS system (partners). Some of the partners' legacy systems are embedded into the NWAS system (WIA, WTW, ABLE, etc.) and some are no longer in use. This is the most basic demographic information available and it is available for all partners to use to pre-populate their systems. The partners are also allowed to update the information here, but the information will not be spread to the other partners' systems. This basic demographic information is pushed to SQL via Notrix for archival and reporting purposes. Data is also pushed to other systems as necessary using Native notes connections or ODBC connections (TREX) for pre-population of demographic information. Information is also brought into NWAS from UI using DB2 Connectivity to mark UI information. **NWAS User Profiles DB:** Container of application user data. Contains demographic information and access rights for people who use the NWAS System. **NWAS Service Log DB:** Service activity for NWAS and IRD worksheet container. This is the primary container for the IRD (Initial Referral Document) documents – used to determine what services MAY be available to each applicant. Also contains the service documents for services provided in NWAS. **NWAS Wait List DB:** Used to let Users know when clients are waiting at their office. Wait list documents are used to notify NWAS users if they have clients waiting for them. Also used to track how much time a client has to wait to be served. Reports can be exported to Excel files. **NWAS Case Management DB:** Contains applicant ability/progress information. This database is a repository for questionnaires, test score results, Financial needs determinations, and general comments or follow ups that NWAS users would like to keep track of on specific clients. **NWAS Tickler DB:** Repository for reminders regarding the NWAS System. Documents are created by NWAS users to get a reminder email on some future day of to-do items, meetings, etc. **NWAS TAA DB:** Trade Adjustment Assistance document repository. Contains documents relative to the Trade Adjustment Assistance Reform Act of 2002. Contains applications to various programs, waivers, payments, etc all associated with giving dislocated workers new skills to get re-employed. LOTS of forms in the DB. Information

	gets pushed to SQL via Notrix for reporting purposes. **NWAS Lookup DB:** Commonly fetched items in the NWAS system. Repository for lists of items that can change, i.e. offices and their addresses, so that administrators only have to change data in one place. Just helps to keep code clean. **NWAS Services DB:** Repository of Service Providers. Repository of Organizations, associations and Service Providers that NWAS users can select to send applicant to for assistance in whatever is necessary. Provides contact information and demographic information of the businesses.

Database:	Staff Assisted Services Interface (SASi) used to track all data for Nebraska's for Wagner Peyser activities. (Custom built for Nebraska)
Database Environment:	Lotus Notes Domino 7.x
Description:	**SASI Interface:** Main portal interface for SASI system and data storage for Service documents. Contains the main GUI features for the SASI system. Data storage for Service documents of which there are 4 types (using the same form by hiding fields when necessary) – Seeker Notification/Referral/Placement, Training Referral/Placement, Job Seeker Services, Employer Services. Provides that primary modes for searches in the SASI system. Also contains SASI user profiles and stores SASI user queries that are used often. Database interacts heavily with SASI Seekers and SASI Employers for matching Job Seekers and available job openings. Information Exports to SQL via Notrix for reporting purposes. **SASI Seeker:** Job Seeker data storage for the SASI system. Contains demographic data for Job Seekers (active and inactivated in the last 90 days), their resumes and work histories. Interacts heavily with SASI Interface and SASI Employers for matching job seekers with available job openings. Information exports to SQL via Notrix for archival and reporting purposes. Also extracts data from SQL to retrieve old seeker information when seeker is brought back into SASI system. SASI Seeker DB also pushes data to NWAS Applicant DB to update demographic information when changed in SASI. **SASI Employer:** Employer data storage for the SASI system. Contains data for Employers (active and inactive), their locations, contact information and job orders (active and inactive). Interacts heavily with SASI Seekers and SASI Interface databases for matching job seekers with available job openings. Information exports to SQL via Notrix jobs for archival and reporting purposes. **O*Net Codes:** Get from the nationally published database and upload into Notes. Used on Job Order Forms and Job Seeker Resumes to help with searches. **NAICS Codes:** Get from the Nationally published database and upload into Notes. North American Industry Classification System. Used on Employer documents to define employer business **SASI Activity Log:** SASI activity service log. Exports to SQL for reporting purposes via Notrix – duplicates some information from SASI interface and SASI Seeker forms as well as NWAS Service Logs– Log_TCODE info. **FIPS County Codes:** Zip code lookup table. Federal Information

	Processing Standards – used to determine distance/proximity when searching information in SASI and NWAS.

Database:	Tracking and Reporting Exchange used to track all data for Nebraska's Workforce Investment Act Title 1B and a portion of the data for the Trade Adjustment Act activities. (Custom built for Nebraska)
Database Environment:	Visual FoxPro v9.0
Description:	The main driving tables are Particip, Enrollment, Program, Activity, Wiaexit and Reporting. By this we mean that a Participant can be enrolled multiple times and for each enrollment the Participant must be assigned at least one program and each program must have at least one activity, etc. All the other tables are either secondary tables or lookup tables

Additionally, for the Workforce Information Database, bidders will be required to work with State staff to ensure proposed WCMRS solution is securely connected to the appropriate tables for all environments.

Database:	Workforce Information Database (ALMIS) v2.4
Database Environment:	SQL 2005
Description:	The ***Workforce Information Database (WID)*** is a standardized database structure developed for the storage and dissemination of local, state, regional, and national workforce information on the economy, industry, labor supply and demand, and other aspects of and areas affected by, or that have an effect on our workforce. Population of the database is a core deliverable of the ETA State Workforce Information Grant and is carried out by the agency that has responsibility for collecting, preparing and disseminating the information within each state. The ***WID*** structure is continually updated to incorporate new data and adapt to new technology in order to accommodate the wide range of uses and users of this information. The change process is coordinated by the Analyst Resource Center Consortium which is funded by the U.S. Department of Labor, Employment and Training Administration (ETA). The Consortium is led by the state of North Carolina. Membership includes Connecticut, Florida, Georgia, Illinois, Iowa, Maine, Massachusetts, Minnesota, Montana, Nebraska, Nevada, Oregon, South Carolina, Wisconsin, Wyoming, the National Crosswalk Service Center, and the ETA. **TABLE LAYOUTS** The table layouts for the ***Workforce Information Database*** are presented in this document. They are organized into five types: lookup tables, crosswalks, data tables, tables of standard field values, and administrative or application developers' tables. The code lookup tables contain relatively constant data that pertains mainly to descriptive data associated with classification codes. The crosswalk tables are a subset of the lookup tables representing the relationships between various classification codes. The data tables contain

	information about employment, wages, income, layoffs, industries, occupations, employers, education and training completers, educational programs, population demographics, selected economic indicators, and other data. These tables are intended to contain information that is maintained on a regular basis by each state. The field value tables present standard values assigned to fields in the respective tables that are to be used in populating the database. The administrative tables are tables used by the database administrator to record database management activities.

Appendix 2: Existing UI Interfaces

The following Interfaces are required by Unemployment Insurance. The bidder will be required to work with State staff to ensure these Interfaces are implemented with the proposed WCMRS solution.

Interface Number	Interface Name	Classification	Description	Frequency	Language	Database
70	NWAS	NWAS In	File Initial Claim for New Claimant - Use Demographic Data from NWAS if there is no data on UI SYSTEM for the Claimant	Daily	Java & Notes	NWAS Lotus Notes to UI SYSTEM DB2 using Notrix
71	NWAS	NWAS Out	Initial Claim	Daily	Java & Notes	UI SYSTEM DB2 to NWAS using Notrix
72	NWAS	NWAS Out	Reopen/Additional Claim	Daily	Java & Notes	UI SYSTEM DB2 to NWAS using Notrix
73	NWAS	NWAS Out	Address Change	Daily	Java & Notes	UI SYSTEM DB2 to NWAS using Notrix
74	NWAS	NWAS Out	Change SSN	Daily	Java & Notes	UI SYSTEM DB2 to NWAS using Notrix
75	NWAS	ATAA - Trade Adjustment Allowance	UI SYSTEM Updates Training/Waiver Dates received from NWAS BATCH 117	Daily	Java & Notes	NWAS to UI SYSTEM DB2 using Notrix
76	SASi	SASi Registration	Update Claimant Registration Status & Onet Code for Claimant that are Required to Register with OWS Batch #101	Daily	Java & Notes	SASi Lotus Notes to UI SYSTEM DB2 using Notrix
117	SASI Weekly Payments Insert	UI SYSTEM Creates information for SASi	UI SYSTEM Creates Weekly Payment Information for SASi	Weekly	Java & Notes	SASi Lotus Notes & UI SYSTEM DB2

Appendix 3: Cost Proposal and Payment Schedule

Bidder's proposals must include completed Cost Proposal and Payment Schedule. Below are examples for the bidders to use. Bidders may modify these templates to fit their proposed solution.
NOTE: The State is interested in purchasing a 4 year software product maintenance agreement ,if discount shows budgetary cost savings.

List all hourly rates for services that can be acquired by the State after implementation for Nebraska specific additions to the software.	**Units**	**Cost**	**Total Cost**
Phase I with Software Solution and Services (Provide Description below)			
1.All deliverables for Phase I			
2.			
3.			
4.			
5.			
Phase II with Software Solution and Services (Provide Description below)			
1.Software and Software Installation			
2.Data Conversion and Acceptance			
3. Benchmark			
4. Training			
5.Go Live			
6.			
7.			
8.			
9.			
10.			
Phase III with Software Solution and Services (Provide Description below)			
1.Software and Software Installation			
2.Data Conversion and Acceptance			
4. Training			
5.Go Live			
6.			
7.			
8.			
9.			
10.			
		TOTAL	
Software Maintenance Options			
Ten (10) Month Maintenance Agreement			
Annual Maintenance Agreement			
Four (4) Year Maintenance Agreement			

Appendix 4: WIA Report Examples

Enrollment Reports:

Filtering Options for the Enrollment Detail Report by Participation Date	
Report Purpose	**Provides detailed information on participants enrolled in the time period selected for the report.**
1 – Region	**Displays the region(s) and/or Contractor(s) the user has access to.**
2 – Program Area	○ All Available Programs (Adult/DLW/OY/YY) ○ Adult ○ Dislocated Worker ○ Older Youth ○ Younger Youth ○ NEG ○ TAA
3 – Staff Code	**Displays all staff codes the user has access to.**
4 – Include	**All Participants** **Active Participants Only**

Program Year <All/Program> **<Report Dates>**

<Region> **Enrollment Detail** **Page < >**

Workforce Investment Act Programs **<Date/Time of Run>**

Staff Code: <All / Individual>

Includes: <All / Active Participant>

Participant	SSN	Date of Participation	Age	Sex	Race	Hispanic / Latino Ethnic	Disabled	Labor
Name 1	111-22-3333	05/17/2005	18	F	5	No	No	Yes
Name 2	444-55-6666	08/17/2004	25	F	2	No	No	No
Name 3	777-88-9999	01/31/2006	17	F	5	No	No	Yes

Participant	TANF	FSDT	Education Level	Reading	Math	Dropout	Youth in Post Sec. Education	Vet	Econ	RGN
Name 1	No	No	88	12	09	No	No	No	No	00
Name 2	No	Yes	13	09	10	No	Yes	No	Yes	00
Name 3	Yes	Yes	88	09	07	No	Yes	No	Yes	00

Filtering Options for the Enrollment Statistics by Participation Date			
Report Purpose	**Provides a summary of participants enrolled in the time period selected for the report.**		
1 – Region	**Displays the region(s) and/or Contractor(s) the user has access to.**		
2 – Program Area	○ All Available Programs ○ Adults	○ Older Youth ○ Younger Youth	○ NEG ○ TAA
3 – Staff Code	**Displays all staff codes the user has access to.**		
4 – Include	**All Participants**	**Active Participants Only**	

Program Year <Report Dates>

<All/Program> **Enrollment Statistics** Page < >

<Region> **Workforce Investment Act Programs** <Date/Time of Run>

Staff Code: <All / Individual>

Includes: <All / Active Participant>

Total Population: 1757

Females	1151	65.5%	TANF	275	15.6%
Males	606	34.4%	Food Stamps	117	6.6%
Youth	632	35.9%	RCA, GA, SSI	124	7.0%
Am. Indian / Alaskan Native	32	1.8%	Indi w/ Disabilities	164	9.3%
Asian	9	0.5%	Adult Offenders	18	1.0%
Black or African American	534	30.3%	Youth Offenders	57	3.2%
Hawaiian Native / Pac. Islander	7	0.3%	Economically Disadvantaged	1311	74.6%
White	1078	61.3%	Not in Labor Force	1364	77.6%
Ethnicity Hispanic or Latino	118	6.7%	Displaced Homemaker	7	0.3%

Pregnant / Parenting Youth	4	0.2%
Out of School Youth	128	7.2%
Dropouts	73	4.1%
Read Below 9th Grade	397	22.5%
Math Below 9th Grade	663	37.7%
Foster Child,,,,,	12	0.6%
Veterans	34	1.9%

Filtering Options for the Enrollment Program by Participation Date			
Report Purpose	**Provides a summary of the programs that participants are enrolled in the time period selected for the report.**		
1 – Region	**Displays the region(s) and/or Contractor(s) the user has access to.**		
2 – Program Area	○ All Available Programs ○ Adults	○ Older Youth ○ Younger Youth	○ NEG ○ TAA
3 – Staff Code	**Displays all staff codes the user has access to.**		
4 – Include	**All Participants**	**Active Participants Only**	

Program Year <All/Program>
<Region>

Enrollment Program
Workforce Investment Act Programs

<Report Dates>
Page < >
<Date/Time of Run>

Staff Code: <All / Individual>
Includes: <All / Active Participant>

Participant	Program	SSN	Part Date	Staff Code
Name 1	Adult	111-22-3333	08/17/2004	000
Name 2	Adult	777-88-9999	05/12/2006	000
Total for Program Area: 2				

Participant	Program	SSN	Part Date	Staff Code
Name 4	Dislocated Worker	191-20-2121	05/24/2006	000
Name 5	Dislocated Worker	252-26-2727	03/08/2006	000
Total for Program Area: 2				
Total Enrollment: 4				

Filtering Options for the Enrollment by County by Participation Date	
Report Purpose	**Provides detailed information on participants enrolled by County.**
1 – Region	**Displays the region(s) and/or Contractor(s) the user has access to.**
2 – Program Area	○ All Available Programs (Adult/DLW/OY/YY) ○ Adult ○ Dislocated Worker ○ Older Youth ○ Younger Youth ○ NEG ○ TAA
3 – Staff Code	**Displays all staff codes the user has access to.**
4 – Include	**All Participants** **Active Participants Only**

Program Year <All/Program> **<Report Dates>**

<Region> **Enrollment By County** **Page < >**

Workforce Investment Act Programs **<Date/Time of Run>**

Staff Code: <All / Individual>

Includes: <All / Active Participant>

Participant	SSN	Date of Participation	Age	Sex	Race	County	RGN
Name 1	111-22-3333	05/17/2005	18	F	5	Scotts Bluff	01
Name 2	444-55-6666	08/17/2004	25	F	2	Lancaster	09

Activity Reports:

Filtering Options for the Activity Details by Participation Date	
Report Purpose	**Provides detailed information on participant activity for the time period selected for the report.**
1 – Region	**Displays the region(s) and/or Contractor(s) the user has access to.**
2 – Program Area	○ All Available Programs (Adult/DLW/OY/YY) ○ Adult ○ Dislocated Worker ○ Older Youth ○ Younger Youth ○ NEG ○ TAA
3 – Staff Code	**Displays all staff codes the user has access to.**
4 – Activity	Program Area Selected / Activities **All Available Programs** – **All Available Activities** **Adult** – **All Adult Activities** **Dislocated Worker** – **All Dislocated Worker Activities** **Older Youth** – **All Older Youth Activities** **Younger Youth** – **All Younger Youth Activities** **NEG** – **All NEG Activities** **TAA** – **All TAA Activities**
5 – Activity Status	○ All Available Activity Status ○ Active ○ Concluded

Program Year | **Activity Detail** | <Report Dates>

<Program Area> | Page < >

Region | **Workforce Investment Act Programs** | <Date/Time of Run>

Activity: < > Activity

Staff Codes: < > **Status: < >**

Participant	SSN					RGN
Name 1	111-22-3333	000	Initiated	03/03/2006	Activity 21	00
Estimated Conclusion Date: 03/31/2006			Concluded	03/31/2006	Code 1	
Title: Assessment / IEP Dev			Class:			
			ONET Code			
			- 0 Actual Hours			
Name 1	111-22-3333	000	Initiated	03/31/2006	Activity 35	00
Estimated Conclusion Date: 05/31/2006			Concluded	05/31/2006	Code 1	
Title: Occupational Skills Training			Class: 3988 – Heavy Equipment Operator			
Emp / Site 0635 – Heavy Equipment Training			ONET Code 47-2071.00 Paving, Surfacing, and Tramping			
200 Construction Avenue			- 0 Actual Hours			
Julesburg, CO 80737			Ph: 308-666-2222			
Name 2	444-55-6666	000	Initiated	09/06/2005	Activity 21	00
Estimated Conclusion Date: 10/10/2005			Concluded	10/10/2005	Code 1	
Title: Assessment / IEP Dev			Class:			
Emp / Site 0012 – Western NE Community College			ONET Code			
1601 E, 27th Street			- 2 Actual Hours			
Scottsbluff, NE 69361-1899			Ph: 308-635-3606			

Filtering Options for the Activity Summary by Participation Date or Initiation Date	
Report Purpose	**Provides a list of all activities in numerical order and all participants enrolled in the activity for the time period selected by the participation date or the initiation date.**
1 – Region	**Displays the region(s) and/or Contractor(s) the user has access to.**
2 – Program Area	○ All Available Programs (Adult/DLW/OY/YY) ○ Adult ○ Dislocated Worker ○ Older Youth ○ Younger Youth ○ NEG ○ TAA
3 – Staff Code	**Displays all staff codes the user has access to.**
4 – Activity	Program Area Selected / Activities **All Available Programs** – **All Available Activities** **Adult** – **All Adult Activities** **Dislocated Worker** – **All Dislocated Worker Activities** **Older Youth** – **All Older Youth Activities** **Younger Youth** – **All Younger Youth Activities** **NEG** – **All NEG Activities** **TAA** – **All TAA Activities**
5 – Activity Status	○ All Available Activity Status ○ Active ○ Concluded

Program Year — **Activity Summary – (Participation / Initiation) Dates** — <Report Dates>

<Program Area> — Page < >

Region — **Workforce Investment Act Programs** — <Date/Time of Run>

Staff Codes: < > — **Activity Status: < >**

Participant	SSN	Provider	Cls	Stf	Particip. Initiation	Concluded		Hours	Exit Date	Exit Code	RGN
Activity: 21 – Assessment / IEP Dev											
Name 1	111-22-3333			000	03/23/06						00
Name 2	444-55-6666			000	01/30/06	03/31/06	1	0			00
Name 3	777-88-9999			000	02/28/06	03/11/06	1	0			00
Name 4	101-11-1212			000	01/19/06	03/17/06	1	2			00
Activity Totals: 4											

Participant	SSN	Provider	Cls	Stf	Particip. Initiation	Concluded	Hours	Exit Date	Exit Code	RGN
Activity: 22 – Counseling										
Name 2	444-55-6666	1554		000	07/08/06					00
Name 5	191-20-2121	1554		000	07/08/06					00
Activity Totals: 2										
Grand Total: 6										

Filtering Options for the Activity Summary – Partner Youth Services Training by Participation Date or Initiation Date	
Report Purpose	**Provides a list of all activities and the participants enrolled in the activity for the time period selected.**
1 – Region	**Displays the region(s) and/or Contractor(s) the user has access to.**
2 – Program Area	○ All Available Programs (Adult/DLW/OY/YY) ○ Adult ○ Dislocated Worker ○ Older Youth ○ Younger Youth ○ NEG ○ TAA
3 – Staff Code	**Displays all staff codes the user has access to.**
4 – Program Youth Services Training	All Available Partner Youth Services **a. Tutoring** **b. Alternative Secondary School Services** **c. Summer Employment** **d. Work Experience** **e. Occupational Skills Training** **f. Leadership** **g. Support Services** **h. Mentoring** **j. Follow Up Services** **k. Guidance and Counseling**

Program Year | **Activities Summary – Partner Youth Services Training** | <Report Dates>

<Program Area> | Page < >

Region | **Workforce Investment Act Programs** | <Date/Time of Run>

Staff Codes: < > | **Activity Status: < >**

Participant	SSN	Provider	Stf	Particip Initiated	Concluded		Hours	Exit Date	Exit Code	RGN
Youth Services Training: No Youth Services Assigned										
Name 1	111-22-3333	1146	000	08/15/2003	03/09/2004	2	50	03/09/2004	22	00
Name 2	444-55-6666	0743	000	02/06/2003	10/03/2003	1	1032	10/03/2003	61	00
Name 3	777-88-9999	1146	000	08/01/2002	01/30/2003	2	225	01/30/2003	22	00
Name 4	101-11-1212	0743	000	01/15/2002	06/05/2003	1	1996	06/05/2003	64	00
Activity Totals: 4										

Participant	SSN	Provider	Stf	Particip Initiated	Concluded		Hours	Exit Date	Exit Code	RGN
Youth Services Training: 7a. Tutoring										
Name 5	555-55-5555	1549	000	05/27/2004	12/31/2004	1	120			00
Name 6	161-17-1818	1146	000	06/01/2005						00
Name 7	191-20-2121	1146	000	12/08/2003	05/07/2004	1	80	08/20/2004	52	00
Name 8	222-23-2424	1146	000	05/06/2003	05/05/2005	2	30	05/05/2005	01	00
Activity Totals: 4										
Grand Total: 8										

Filtering Options for the Participant Activity Greater Than 90 Days	
Report Purpose	**Provides a list of all activities in numerical order and participants that have been enrolled in the activity for more than 90 days. This report can be used to identify participants that have been in activities such as Holding, Assessment, etc. that should have their status reviewed.**
1 – Region	**Displays the region(s) and/or Contractor(s) the user has access to.**
2 – Program Area	○ All Available Programs ○ Older Youth ○ NEG ○ Adults ○ Younger Youth ○ TAA
3 – Staff Code	**Displays all staff codes the user has access to.**
4 – Activity	**All Activities**
6 – 90 Days Before This Date	**Activity Initiation Date 90 Days Before This Date mm/dd/yyyy**

Program Year
<Program Area>
Region
Staff Codes: < >

Participant Activity Greater Than 90 Days

Workforce Investment Act Programs

Activity Initiation Date
90 Days Before This Date <Date>
Page < >
<Date/Time of Run>

Participant	SSN	Stf	Initiated	Add'l Trn	Trng Initiation Date	Trng Conclusion Date	RGN
Activity: 90 – Holding							
Name 1	111-22-3333	0000	05/30/01				00
Activity Total: 1							

Participant	SSN	Stf	Initiated	Add'l Trn	Trng Initiation Date	Trng Conclusion Date	RGN
Activity: 28 – Case Management							
Name 2	444-55-6666	0000	06/07/02				00
Activity Total: 1							

Participant	SSN	Stf	Initiated	Add'l Trn	Trng Initiation Date	Trng Conclusion Date	RGN
Activity: 35 – Occupational Skills							
Name 2	444-55-6666	0000	05/17/05				00
Name 3	333-33-3333	0000	01/05/06				00
Name 4	444-44-4444	0000	08/22/05				00
Activity Total: 3							
Grand Total: 5							

Exit Reports:

Filtering Options for the Exit Details Report by Exit Date	
Report Purpose	**Provides exit information on participants.**
1 – Region	**Displays the region(s) and/or Contractor(s) the user has access to.**
2 – Program Area	○ All Available Programs (Adult/DLW/OY/YY) ○ Adult ○ Dislocated Worker ○ Older Youth ○ Younger Youth ○ NEG ○ TAA
3 – Staff Code	**Displays all staff codes the user has access to.**

Program Year — **Exit Details Report** — <Report Dates>

<Program Area> — Page < >

Region — **Workforce Investment Act Programs** — <Date/Time of Run>

Staff Codes: < > — **PROGRAM AREA: Adult**

Participant	SSN	Registered	Exited	Welfare Amt	UI	Status	Staffer
Name 1	111-22-333	09/24/04	02/10/05 64	Yes $239	03	$134.00	0000
4627 Williams Street Omaha, NE 68132 Home: 402-111-2222 Msgs: 402-333-4444		Contact:	Contact Name 1 4801 Brody Street Omaha, NE 68132 Msgs: 402-555-6666	Employer: Hourly Wages: $8.00 Hours/Week: 36.00 Job Title: Medication Aide, Cleaning		Mosiac of Omaha 1414 Grand Ave Omaha, NE 68123 Phone: 402-777-8888	
RGN: 00 N.T.E: No				ONET Code: 31-1011.00 Trng Rel: Yes Benefits: Yes Health Ins: Yes UI Covered: Yes			

Program Year — **Exit Details Report** — <Report Dates>

<Program Area> — Page < >

Region — **Workforce Investment Act Programs** — <Date/Time of Run>

Staff Codes: < > — **PROGRAM AREA: Dislocated Worker**

Participant	SSN	Registered	Exited	Welfare Amt	UI	Status	Staffer
Name 3	777-88-9999	06/05/03	05/18/05 63	Yes	02	$122.00	0000
61 Willie Drive, #100 Kearney, NE 68845 Home: 402-151-1616 Msgs: 402-212-2222		Contact:	Contact Name 3 2000 10th Road Kearney, NE 68845 Msgs: 402-171-1818	Employer: Hourly Wages: $5.15 Hours/Week: 40.0 Job Title: Cosmetologist		Regis – Hill Top Mall Kearney, NE 68847 Phone: 402-191-2020	
RGN: 00 N.T.E.: No				ONET Code: 39-5012.00 Trng Rel: Yes Benefits: No Health Ins: No UI Covered: No			

Filtering Options for the Exit Summary Report by Exit Date	
Report Purpose	**Provides information on participates at exit including pre and post wages. This report can be used to help determine earning change or replacement for Performance Measures.**
1 – Region	**Displays the region(s) and/or Contractor(s) the user has access to.**
2 – Program Area	○ All Available Programs (Adult/DLW/OY/YY) ○ Adult ○ Dislocated Worker ○ Older Youth ○ Younger Youth ○ NEG ○ TAA
3 – Staff Code	**Displays all staff codes the user has access to.**

Program Year — **Exit Summary** — <Report Dates>

<Program Area> — Page < >

<Region> — **Workforce Investment Act Programs** — <Date/Time of Run>

Staff Codes: < >

Participant	SSN	Date Of Participation	Exit Date		Date Placed	Plcmt Wage	Pre-WIA Wage	Rec'd Training	NTE
Name 1	111-22-333	06/16/03	07/28/06	63	07/21/06	13.00	16.61	Yes	No
Name2	444-55-6666	07/03/06	08/12/06	22				Yes	No
Name 3	777-88-999	01/05/05	09/07/06	63	07/10/06	16.86	13.15	Yes	Yes
Name 4	101-11-1212	07/17/03	08/31/06	63	08/31/06	10.50	6.00	Yes	No
Name 5	131-14-1515	02/05/04	09/15/06	63			18.88	Yes	No
Name 6	161-17-1818	05/28/04	07/27/06	01			16.25	No	No
Name 7	191-20-2121	01/03/06	08/31/06	11	12/20/04	15.11	15.11	Yes	No
EXIT SUMMAY:		Totals:	7			$55.47	$86.00		1
		Exit Avgs:				$13.87	$14.33		

Participant	Training Related	Labor	Enrol in Edu	Rec'd Dip/GED/Cert	RGN
Name 1	Yes	No	No	No	00
Name2	No	No	No	No	00
Name 3	Yes	No	No	No	00
Name 4	Yes	Yes	Yes	No	00
Name 5	Yes	No	Yes	No	00
Name 6	No	No	Yes	No	00
Name 7	No	Yes	Yes	No	00
	4				

Filtering Options for the Exit Statistics Report by Exit Date	
Report Purpose	**Provides information on the participants.**
1 – Region	**Displays the region(s) and/or Contractor(s) the user has access to.**
2 – Program Area	○ All Available Programs (Adult/DLW/OY/YY) ○ Adult ○ Dislocated Worker ○ Older Youth ○ Younger Youth ○ NEG ○ TAA
3 – Staff Code	**Displays all staff codes the user has access to.**

Program Year — **Exit Statistics** — <Report Dates>

<Program Area> — Page < >

<Region> Staff Code <> — **Workforce Investment Act Programs** — <Date/Time of Run>

	Enrollments		Exits		Entered	Training	A/DLW/OY	YY	YY Entered	Average
	Total	Current	Total	Exclusion	Employment	Related	Credentials	Exits	Employment	Wage
<Region Name>										
	845	792	53	4	25	19	5	19	0	$11.85
Exclusions:		Institutionalized (21)			Health/Medical (23)	Deceased (23)		Reservist (26)	Invalid SSN (29)	
		3			1	0		0	0	
Totals:	845	795	53	4	25	19	5	19	0	$11.85

Filtering Options for the Codified Exits by Exit Date	
Report Purpose	**Exits by exit codes**
1 – Region	**Displays the region(s) and/or Contractor(s) the user has access to.**
2 – Program Area	○ All Available Programs (Adult/DLW/OY/YY) ○ Adult ○ Dislocated Worker ○ Older Youth ○ Younger Youth ○ NEG ○ TAA
3 – Staff Code	**Displays all staff codes the user has access to.**

Program Year — **Codified Exits** — <Report Dates>

<Program Area> — Page < >

<Region> — **Workforce Investment Act Programs** — <Date/Time of Run>

Staff Codes: < >

Exit by Code			
01……..	16	31……..	3
11……..	48	32……..	1
21……..	4	51……..	12
22……..	15	52……..	3
23……..	0	53……..	3
24……..	20	54……..	1
25……..	0	55……..	0
26……..	0	61……..	20
27……..	0	62……..	0
28……..	0	63……..	68
		64……..	187

401 Total Exits

1 - Filtering Options for Demand Occupations by Participation Date 2 - Filtering Options for Demand Occupations Percentage	
Report Purpose	**1 - Lists the details for participants receiving training in a Demand Occupation.** **2 - Calculates the percentage of participants receiving training in a Demand Occupation.**
1 – Region	**Displays the region(s) and/or Contractor(s) the user has access to.**
2 – Program Area	○ All Available Programs (Adult/DLW/OY/YY) ○ Adult ○ Dislocated Worker ○ Older Youth ○ Younger Youth ○ NEG ○ TAA
3 – Staff Code	**Displays all staff codes the user has access to.**

Program Year | **Demand Occupation Detail Report** | **<Report Dates>**
<Available Programs> | Workforce Investment Act Programs | **Page < >**
Staff Code: <All / Individual> | | **<Date/Time of Run>**

Participant	SSN	Program	Date of Participation	Activity	Code	Initiation Date
Name 1	111-22-3333	DWL	05/17/2005	Occupational Skills Training	35	12/10/08
Name 2	444-55-6666	AD	08/17/2004	Occupational Skills Training	35	07/14/08
Name 3	777-88-9999	AD	01/31/2006	Occupational Skills Training	35	08/25/08
Name 4	101-11-1212	DWL	05/12/2006	Occupational Skills Training	35	07/14/08
Name 5	131-14-1515	DLW	06/21/2006	Occupational Skills Training	35	01/07/09

Participant	Conclusion Date	Demand Status	Exit Date	Code	RGN
Name 1		2 – Board Defined as Dynamic			00
Name 2		1 – Career Compass Focus			00
Name 3		3 – Registered Apprenticeship			00
Name 4		1 – Career Compass Focus			00
Name 5		2 – Board Defined as Dynamic			00

Demand Occupation Percentage

Participants with Demand Occupations Training - 172

Total Participants with Training - 325

172 Participants with DO Training = 52.9 %
325 Participants with Training

Filtering Options for Dislocated Worker Employer Report by Participation Date	
Report Purpose	**Provides a list of participants enrolled in the Dislocated Worker, NEG, or TAA program(s) and the dislocated employer. This report can also provide a list of all participants dislocated by an individual employer.**
1 – Region	**Displays the region(s) the user has access to.**
2 – Program Area	○ All Available Programs (Adult/DLW/OY/YY) ○ Adult ○ Dislocated Worker ○ Older Youth ○ Younger Youth ○ NEG ○ TAA
3 – Staff Code	**Displays all staff codes the user has access to.**
4 – Dislocated Employer	**All dislocated employers.**

Program Year <Program Area>
Region
Staff Codes: < >

Dislocated Worker Employer Report

Workforce Investment Act Programs

<Report Dates>
Page < >
<Date/Time of Run>

Participant	SSN	Date Of participation	Enrollment Date	Dislocated Employer	Age	Gender
Name 1	111-22-3333	07/05/2006	07/05/2006	GOODYEAR	22	M
Name 2	444-55-6666	03/09/2004	03/09/2004	NATIONAL CRANE	45	M

Participant	Dislocation Date	Dislocation Wage	TAA/ NAFTA	NEG	RGN
Name 1	04/27/2006	$15.00	YES	NO	00
Name 2	10/10/2003	$14.01	NO	NO	00

Filtering Options for Exit – State Incentive Report by Exit Date	
Report Purpose	
1 – Region	**Displays the region(s) and/or Contractor(s) the user has access to.**
2 – Program Area	○ All Available Programs (Adult/DLW/OY/YY) ○ Adult ○ Dislocated Worker ○ Older Youth ○ Younger Youth ○ NEG ○ TAA

Program Year
<Program Area>
Region

Exit – State Incentive Report

Workforce Investment Act Programs

<Report Dates>
Page < >
<Date/Time of Run>

Participant	SSN	Hourly Wage	Benefits	Health Ins	UI Covered	Exit Date
REG: #	PROGRAM AREA: Adult					
Name 1	111-22-3333	$10.00	No	No	No	08/17/06
Total: 1						

Participant	SSN	Hourly Wage	Benefits	Health Ins	UI Covered	Exit Date
REG: #	PROGRAM AREA: Dislocated Worker					
Name 3	444-55-6666	$12.20	Yes	Yes	Yes	08/31/06
Total: 1						

Filtering Options for Literacy / Numeracy Report by Participation Date	
Report Purpose	**Review participant scores for Literacy and Numeracy**
1 – Region	**Displays the region(s) the user has access to.**

Program Year
<Program Area>
Region
Staff Codes: < >

Literacy / Numeracy Report

Workforce Investment Act Programs

<Report Dates>
Page < >
<Date/Time of Run>

Participant	SSN	Participation Date	Assess Category	Test Type	Func Area	Pre EFL	Pre Score
Name 1	111-22-3333	06/24/2003	1 – ABLE	1 - TABE	Read	6 – Hi	541
Name 2	444-55-6666	06/17/2004	1 – ABLE	1 - TABE	Read	6 – Hi	541
Name 3	777-88-9999	06/28/2004	1 – ABLE	1 - TABE	Math	6 – Hi	539
Name 4	101-11-1212	06/23/2005	1 – ABLE	1 - TABE	Math	5 Low	481
		06/23/2005	1 – ABLE	1 - TABE	Read	6 – Hi	528
Name 5	131-14-1515	06/30/2005	1 – ABLE	1 - TABE	Math	6 – Hi	542
		06/30/2005	1 – ABLE	1 - TABE	Read	6 – Hi	528
Name 6	161-17-1818	07/01/2004	1 – ABLE	1 - TABE	Math	5 – Low	460

Participant	Pre Test Date	Post Test Date	Post Test EFL	Post Test Score	Exit Date	RGN
Name 1	06/24/2005	06/23/2006	6 – Hi	540		00
Name 2	06/17/2005	06/16/2006	7 – Low	540		00
Name 3	06/28/2005	06/28/2006	5 – Low	580		00
Name 4	06/23/2005	06/22/2006	7 – Low	491		00
	06/23/2005	06/22/2006	7 - Low	570		00
Name 5	06/30/2005	26/29/2006	7 - Low	583		00
	06/30/2005	06/29/2006	6 – Hi	555		00
Name 6	07/01/2005	06/30/2006	6 – Hi	528		00
	Grand Total: 8					

Filtering Options for Non – Participant Report by Applied Date	
Report Purpose	
1 – Region	**Displays the region(s) and/or Contractor(s) the user has access to.**
2 – Staff Code	**Displays all staff codes the user has access to.**

Program Year
<Program Area>
Region
Staff Codes: < >

Non – Participant Report

Workforce Investment Act Programs

<Report Dates>
Page < >
<Date/Time of Run>

Participant	SSN	Applied Date	RGN
Name 1	111-11-1111	06/20/05	00
Name 2	222-22-2222	03/30/01	00
Name 3	333-33-3333	04/18/01	00
Name 4	444-44-4444	06/20/05	00
Name 5	555-55-5555	02/05/02	00

Total Non-Participants: 5

Filtering Options for Participant With No Activity by Participation Date	
Report Purpose	
1 – Region	**Displays the region(s) and/or Contractor(s) the user has access to.**
2 – Staff Code	**Displays all staff codes the user has access to.**

Program Year
<Program Area>
Region
Staff Codes: < >

Participant With No Activity

Workforce Investment Act Programs

<Report Dates>
Page < >
<Date/Time of Run>

Participant	SSN	Participation Date	Program Area
Name 1	111-11-1111	06/20/05	Dislocated Worker
Name 2	222-22-2222	03/30/01	Adult
Name 3	333-33-3333	04/18/01	Youth
Name 4	444-44-4444	06/20/05	Adult
Name 5	555-55-5555	02/05/02	Dislocated Worker

Total Non-Participants: 5

Filtering Options for Reason Did Not Continue Report by Applied Date	
Report Purpose	
1 – Region	**Displays the region(s) and/or Contractor(s) the user has access to.**
2 – Staff Code	**Displays all staff codes the user has access to.**

Program Year
<Program Area>
Region Staff Code <>

Reason Did Not Continue Report
Workforce Investment Act Programs

<Report Dates>
Page < >
<Date/Time of Run>

Participant	SSN	Applied Date	RDNC	RGN
Name 1	111-11-1111	11/02/00	03	00
Name 2	222-22-2222	12/18/00	01	00

Total Participants with Reason Did Not Continue: 2

Filtering Options for School Status Report by Participation Date Filtering Options for School Status Exiter Report by Participation Date	
Report Purpose	**Provides information on participants and the amount of their Individual Training Account (ITA).**
1 – Region	**Displays the region(s) and/or Contractor(s) the user has access to.**
2 – Program Area	○ All Available Programs (Adult/DLW/OY/YY) ○ Adult ○ Dislocated Worker ○ Older Youth ○ Younger Youth ○ NEG ○ TAA
3 – Staff Code	**Displays all staff codes the user has access to.**
4 – Include	**All Participants** **Active Participants Only**

Program Year
<Program Area>
Region
Staff Codes: < >

School Status Report
School Status Exiter Report
Workforce Investment Act Programs
IN SCHOOL YOUTH

<Report Dates>
Page < >
<Date/Time of Run>

Participant	SSN	Date Of Participation	Init Date	Activity Code	Conclusion Date		Prog Area	Exit Date	RGN
Name 1	222-23-2424	06/21/06	06/21/06	21			YY		00
			06/21/06	27	08/26/06	1			
			08/25/06	28					
Name 2	282-29-3030	03/23/06	03/23/06	21			OY		00
			03/31/06	35					

Program Year
<Program Area>
Region
Staff Codes: < >

School Status Report
School Status Exiter Report
Workforce Investment Act Programs
OUT OF SCHOOL YOUTH

<Report Dates>
Page < >
<Date/Time of Run>

Participant	SSN	Date Of Participation	Init Date	Activity Code	Conclusion Date		Prog Area	Exit Date	RGN
Name 3	313-32-3333	12/28/05	12/30/05	21	08/11/06	1	OY		00
			12/30/05	35					
			08/11/06	28					
Name 4	343-35-3636	01/18/05	01/18/05	21	03/07/06	1	YY		00
			01/19/05	27	04/25/05	1			
			04/25/05	36	10/04/05	1			
			04/20/05	55					

Total: 4

Filtering Options for Soft Exit Report	
Report Purpose	
1 – Region	**Displays the region(s) the user has access to.**
2 – Program Area	○ All Available Programs (Adult/DLW/OY/YY) ○ Adult ○ Dislocated Worker ○ Older Youth ○ Younger Youth ○ NEG ○ TAA
3 – Staff Code	**Displays all staff codes the user has access to.**

Program Year
<Program Area>
Region
Staff Codes: < >

Soft Exit Report
Workforce Investment Act Programs

<Report Dates>
Page < >
<Date/Time of Run>

Participant	SSN	Date Of Participation	Program Area	Enroll Date	Activity Code	Init Date	Concl Date	RGN
Name 1	111-22-3333	06/01/06	Adult	06/01/06				00
Name 2	444-55-6666	01/13/03	DW	01/13/03	28	08/15/05	05/31/06	00
Name 3	777-88-9999	05/04/06	OY	05/04/06	35	08/25/05	06/01/06	00

Totals: 4

Filtering Options for 24 Month Active Report	
Report Purpose	
1 – Region	**Displays the region(s) the user has access to.**
2 – Program Area	○ All Available Programs (Adult/DLW/OY/YY) ○ Adult ○ Dislocated Worker ○ Older Youth ○ Younger Youth ○ NEG ○ TAA
3 – Staff Code	**Displays all staff codes the user has access to.**

Program Year
<Program Area>
Region
Staff Codes: < >

24 Month Active Report

Workforce Investment Act Programs

<Report Dates>
Page < >
<Date/Time of Run>

Participant	SSN	Participation Date	Program Area	Region	Staff Code
Name 1	111-11-1111	06/20/05	Dislocated Worker	07	000
Name 2	222-22-2222	03/30/01	Adult	01	000
Name 3	333-33-3333	04/18/01	Youth	02	000
Name 4	444-44-4444	06/20/05	Adult	05	000
Name 5	555-55-5555	02/05/02	Dislocated Worker	03	000

Total Non-Participants: 5

Filtering Options for Younger Youth Goals by Participation Date Filtering Options for Younger Youth Goals by Initiation Date Filtering Options for Younger Youth Goals by Conclusion Date	
Report Purpose	**Determine the status of Younger Youth Goals**
1 – Region	**Displays the region(s) and/or contractors the user has access to.**
2 – Staff Code	**Displays all staff codes the user has access to.**
3 – YY Conclusion Code	**All Conclusion Codes 1 – Completed 2 – Not Completed 3 – Incomplete**

Program Year
<Program Area>
Region
Staff Codes: < >

YY Goals Report
Participation – Initiation – Conclusion Dates
Workforce Investment Act Programs

<Report Dates>
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<Date/Time of Run>

Participant	SSN	Date Of Participation	Year No.	Goal No.	Goal Type	Goal Description
Name 1	111-22-3333	01/31/2006	1	1	B	Raise math score
Name 2	444-55-6666	06/21/2006	1	1	B	Complete 10th Grade
Name 3	777-88-9999	01/18/2005	1	1	B	Improve math scores
			2	2	B	Complete GED
Name 4	101-10-1010	01/30/2006	1	1	B	Complete math and English classes
			1	2	B	Complete GED
Name 5	111-11-1111	07/08/2005	1	1	B	Successfully complete Junior year
			2	1	B	Successfully complete Senior year

Participant	Init Date	Est Conc Date	Ext Start	Ext End	Conc Date	Conc Code	RGN
Name 1	01/31/2006						00
Name 2	06/21/2006	05/30/2007					00
Name 3	01/18/2005	01/17/2006			01/18/2006	02	00
	03/07/2006	12/30/2006					00
Name 4	01/30/2660	05/30/2006	06/01/2006				00
	08/25/2006	08/15/2007					
Name 5	07/08/2005	07/07/2006			07/07/2006	01	00
	07/08/2006	07/07/2007					

Grand Total: 8

Filtering Options for Windowed Youth Report Participation Date	
Report Purpose	
1 – Region	**Displays the region(s) and/or contractors the user has access to.**
2 – Program Area	○ All Available Programs (Adult/DLW/OY/YY) ○ Adult ○ Dislocated Worker ○ Older Youth ○ Younger Youth ○ NEG ○ TAA
3 – Staff Code	**Displays all staff codes the user has access to.**

Program Year
<Program Area>
Region
Staff Codes: < >

Windowed Youth Report

Workforce Investment Act Programs

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Participant	SSN	Date Of Participation	Program Areas	RGN
Name 1	222-23-2424	06/20/05	Older Youth	00
Name 2	252-26-2727	06/20/05	Older Youth	00
Name 3	282-29-3030	03/30/01	Younger Youth	00
Name 4	313-32-3333	04/18/01	Younger Youth	00
Name 5	343-35-3636	11/18/00	Younger Youth	00
Name 6	373-38-3939	04/22/01	Older Youth	00
Name 7	404-41-4242	08/22/02	Younger Youth	00

Total Windowed Youth: 7

Adult Core Measure Report:

Region: **WCM – 1. Adult Entered Employment Rate** **Date:**

Reporting Quarter
From:
To:

Of those Adults that were not employed at Participation:

Adults that entered employment by the end of the 1st Quarter After Exit = Adults exited during the Quarter

Negotiated Standard for Local Area =
Negotiated Standard for State =

Region: **WCM – 2. Adult Employment Retention Rate** **Date:**

Reporting Quarter
From:
To:

Of those Adults that were employed in the 1st Quarter After Exit:

Adults that were employed in both the 2nd and 3rd Quarter After Exit = Adults exited during the Quarter

Negotiated Standard for Local Area =
Negotiated Standard for State =

Region: **WCM – 3. Adult Average Earnings** **Date:**

Reporting Quarter
From:
To:

Of those that are employed in the 1st , 2nd, and 3rd Quarter After Exit:

(Total Earnings in 2nd Qtr After Exit) + (Total Earnings 3rd Qtr After Exit) = Adults exited during the Quarter

Negotiated Standard for Local Area =
Negotiated Standard for State =

Region: **WCM – 4. Adult Employment and Credential Rate** **Date:**

Reporting Quarter
From:
To:

Of those Adults that received training services:

Adults that were employed in the 1st Quarter After Exit and received a credential / certificate by the 3rd Quarter After Exit = Adults exited during the Quarter

Negotiated Standard for Local Area =
Negotiated Standard for State =

Region: **WCM – 5. DLW Entered Employment Rate** **Date:**

Reporting Quarter
From:
To:

Of those Dislocated Workers that were not employed at Participation:

Dislocated Workers that entered employment by the end of the 1st Quarter After Exit =
Dislocated Workers exited during the Quarter

Negotiated Standard for Local Area =
Negotiated Standard for State =

Region: **WCM – 6. DLW Employment Retention Rate** **Date:**

Reporting Quarter
From:
To:

Of those Dislocated Workers that are employed in the 1st Quarter After Exit:

Dislocated Workers that were employed in both the 2nd and 3rd Quarter After Exit =
Dislocated Workers exited during the Quarter

Negotiated Standard for Local Area =
Negotiated Standard for State =

Region: **WCM – 7. DLW Average Earnings** **Date:**

Reporting Quarter
From:
To:

Of those that are employed in the 1st , 2nd , and 3rd Quarter After Exit:

(Total Earnings in 2nd Qtr After Exit) + (Total Earnings 3rd Qtr After Exit) =
Dislocated Workers exited during the Quarter

Negotiated Standard for Local Area =
Negotiated Standard for State =

Region: **WCM – 8. DLW Employment and Credential Rate** **Date:**

Reporting Quarter
From:
To:

Of those Dislocated Workers that received training services:

DLW that were employed in the 1st Quarter After Exit AND
received a credential / certificate by the 3rd Quarter After Exit =
Dislocated Workers exited during the Quarter

Negotiated Standard for Local Area =
Negotiated Standard for State =

Region: **WCM – 9. OY Entered Employment Rate** **Date:**

Reporting Quarter
From:
To:

Of those Older Youth that were not employed at Participation AND who are not enrolled in Post-Secondary education or Advanced Training in the 1st Quarter After Exit:

Older Youth that entered employment by the end of the 1st Quarter After Exit =
Older Youth exited during the Quarter

Negotiated Standard for Local Area =

Negotiated Standard for State =

Region: **WCM – 10. OY Employment Retention Rate** **Date:**

Reporting Quarter
From:
To:

Of those Older Youth that were employed in the 1st Quarter After Exit AND who are not enrolled in Post-Secondary education or Advanced Training in the 3rd Quarter After Exit:

Older Youth who are employed in the 3rd Quarter After Exit =
Older Youth exited during the Quarter

Negotiated Standard for Local Area =

Negotiated Standard for State =

Region: **WCM – 11. OY Earnings Change in 6 Months** **Date:**

Reporting Quarter
From:
To:

Of those Older Youth that were employed in the 1st Quarter After Exit AND who are not enrolled in Post-Secondary education or Advanced Training in the 3rd Quarter After Exit:
(Total post program earning in 2nd Qtr + 3rd Qtr After Exit) – (Earnings in the 2nd + 3rd Qtr prior to participation)
Older Youth exited during the Quarter

Negotiated Standard for Local Area =

Negotiated Standard for State =

Region: **WCM – 12. OY Credential Rate** **Date:**

Reporting Quarter
From:
To:

Older Youth that were employed, enrolled in Post Secondary education, or in Advanced training
in the 1st Quarter After Exit AND received a credential / certificate by the 3rd Quarter After Exit =
Older Youth exited during the Quarter

Negotiated Standard for Local Area =

Negotiated Standard for State =

Adult Common Measures

Region: **WCM – 1. Adult Entered Employment Rate** **Date:**

Reporting Quarter
From:
To:

Of those Adults that were not employed at Participation:

$$\frac{\text{Adults that entered employment by the end of the 1st Quarter After Exit}}{\text{Adults exited during the Quarter}} =$$

Negotiated Standard for Local Area =

Negotiated Standard for State =

Region: **WCM – 2. Adult Employment Retention Rate** **Date:**

Reporting Quarter
From:
To:

Of those Adults that were employed in the 1st Quarter After Exit:

$$\frac{\text{Adults that were employed in both the 2nd and 3rd Quarter After Exit}}{\text{Adults exited during the Quarter}} =$$

Negotiated Standard for Local Area =

Negotiated Standard for State =

Region: **WCM – 3. Adult Average Earnings** **Date:**

Reporting Quarter
From:
To:

Of those that are employed in the 1st , 2nd, and 3rd Quarter After Exit:

$$\frac{\text{(Total Earnings in 2nd Qtr After Exit) + (Total Earnings 3rd Qtr After Exit)}}{\text{Adults exited during the Quarter}} =$$

Negotiated Standard for Local Area =

Negotiated Standard for State =

Dislocated Worker Common Measures

Region: **WCM – 4. DLW Entered Employment Rate** **Date:**

Reporting Quarter
From:
To:

Of those Dislocated Workers that were not employed at Participation:

$$\frac{\text{Dislocated Workers that entered employment by the end of the 1st Quarter After Exit}}{\text{Dislocated Workers exited during the Quarter}} =$$

Negotiated Standard for Local Area =

Negotiated Standard for State =

Region: **WCM – 5. DLW Employment Retention Rate** **Date:**

Reporting Quarter
From:
To:

Of those Dislocated Workers that are employed in the 1st Quarter After Exit:

$$\frac{\text{Dislocated Workers that were employed in both the 2nd and 3rd Quarter After Exit}}{\text{Dislocated Workers exited during the Quarter}} =$$

Negotiated Standard for Local Area =

Negotiated Standard for State =

Region: **WCM – 6. DLW Average Earnings** **Date:**

Reporting Quarter
From:
To:

Of those that are employed in the 1st , 2nd , and 3rd Quarter After Exit:

$$\frac{\text{(Total Earnings in 2nd Qtr After Exit) + (Total Earnings 3rd Qtr After Exit)}}{\text{Dislocated Workers exited during the Quarter}} =$$

Negotiated Standard for Local Area =

Negotiated Standard for State =

Region: **WCM – 7. Youth Placement in Employment or Education** **Date:**

Reporting Quarter
From:
To:

Of those Youth who were not in Post Secondary education, employment, or the military at the date of participation:

Youth employed, in the military, or enrolled in Post Secondary education or Advanced training / Occupational Skills training in the 1st Quarter After Exit = Youth exited

Negotiated Standard for Local Area =

Negotiated Standard for State =

Region: **WCM – 8. Youth Attainment of a Degree or Credential** **Date:**

Reporting Quarter
From:
To:

Of those Youth enrolled in education at the date of participation or at any point during the program:

Youth who attained a diploma, GED, or Certificate by the 3rd Quarter After Exit = Youth exited

Negotiated Standard for Local Area =

Negotiated Standard for State =

Region: **WCM – 9. Youth Literacy and Numeracy Gains – Not Reporting at This Time** **Date:**

Reporting Quarter
From:
To:

Of those out-of-school youth who are basic skills deficient:

Youth who increased in 1 or more educational functioning levels = Youth who completed 1 year or left before completing 1 year program

Negotiated Standard for Local Area =

Negotiated Standard for State =

Appendix 5: Employment and Training Administration Websites

United States Department of Labor – Employment and Training Administration
Program Reporting and Record Keeping Information

The most current information regarding the collection and reporting of for Workforce Investment Act, Wagner-Peyser, Jobs for Veterans Act, National Farmworker Jobs Program, Trade Adjustment Assistance (2002 and 2009), and ARRA.

http://www.doleta.gov/Performance/Reporting/eta_default.cfm

Appendix 6: Workforce Case Management & Reporting System (WCMRS)

Phase 2 & 3 Staff Training for new Technology

