

**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 3473Z1	November 1, 2010
OPENING DATE AND TIME	PROCUREMENT CONTACT
February 14, 2011 2:00 p.m. Central Time	Mary Lanning/Connie Heinrichs

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 3473Z1 for the purpose of selecting a qualified contractor to provide message switch services.

Written questions are due no later than November 29, 2010, and should be submitted via e-mail to matpurch.dasmat@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original and ten (10) 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

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

Addendum: Something 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.

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.

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.

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.

CAD: Computer-Aided Dispatch

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

CCH: Computerized Criminal History

CJIS: Criminal Justice Information System

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 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.

COTS: Commercial Off-the-Shelf

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.

DBA: Database Administrator

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

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.

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."

FBI: Federal Bureau of Investigation

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.

FTE: Full-Time Equivalent

GJXDD: Global Justice XML Data Dictionary

GJXDM: Global Justice XML Data Model

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

IP: Internet Provider

IV&V: Independent Verification and Validation

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

LEA: Law Enforcement Agency

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

Mandatory: Required, compulsory or obligatory.

May: Denotes discretion.

MDT: Mobile Data Terminal

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

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

MVD: Nebraska Motor Vehicle Division

NBLETS: Nebraska Law Enforcement Telecommunications System

NCIC: National Crime Information Center

NCJIS: Nebraska Criminal Justice Information System

NE: Nebraska

NIEM: National Information Exchange Model

NLETS: National Law Enforcement Telecommunications System

NSP: Nebraska State Patrol

ODBC: Open Database Connectivity

ORI: Originating Agency Identifier

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.

PCH: Patrol Crime History (synonym for CCH)

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.

PMI: Project Management Institute, Inc.

PMP: Project Management Professional

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.

QA: Quality Assurance

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.

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

RMS: Records Management System

SAN: Storage Area Network

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

Should: Indicates an expectation.

SNMP: Single Network Management Protocol

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.

SOR: Sex Offender Registry

SOW: Statement of Work

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.

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.

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)).

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

Vendor: An actual or potential contractor; a contractor.

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

XML: Extensible Markup Language

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 3473Z1 for the purpose of selecting a qualified contractor to provide message switch services.

A contract resulting from this Request for Proposal will be issued for a period of eight (8) years effective upon contract signing, with the option to renew for two (2) additional one (1) 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	November 1, 2010
2.	Last day to submit first round of written questions	November 29, 2010
3.	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	December 17, 2010
4.	Last day to submit second round of written questions after Agency responds to first round	December 28, 2010
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	January 21, 2010
6.	Last day to submit "Letter of Intent To Bid"	January 26, 2010
7.	Proposal opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	February 14, 2011 2:00 PM Central Time
8.	Review for conformance of mandatory requirements	February 14, 2011
9.	Evaluation period	February 15, 2011- March 15, 2011
10.	"Oral Interview/Presentations and/or Scripted Demonstrations" (if required)	March 21, 2011 – March 25, 2011
11.	Post "Letter of Intent to Contract" to Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	April 1, 2011
12.	Performance bond submission	April 11, 2011
13.	Contract award	April 15, 2011
14.	Contractor start date	May 15, 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/Connie Heinrichs
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 for providing message switch services 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. NOTIFICATION OF INTENT TO BID

Bidders should hand deliver, return by facsimile, e-mail or delivery by US mail the "Notification of Intent to Bid Form" that accompanies this document (see Form B) to the contact person shown on the cover page of the Request For Proposal Form. This form should be filled out in its entirety and returned no later than the date shown in the Schedule of Events.

It is preferred that Form B, Notification of Intent To Bid, be sent via e-mail to matpurch.dasmat@nebraska.gov, but may be hand delivered, sent via facsimile to 402-471-2089 or delivery by US mail.

A list of vendors who submitted a Notification of Intent to Bid 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 after the date shown in the Schedule of Events.

E. 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 3473Z1; message switch services 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/Connie Heinrichs, showing the total number of pages transmitted, and clearly marked "RFP Number 3473Z1; message switch services Questions".

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

F. 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 in 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. SUBMISSION OF PROPOSALS

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

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and ten (10) 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. Rejected late proposals will be 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.
 - a. Functional Response,
 - b. Technical Response; 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 identifying 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 contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the State in which the work is to be performed, including Occupational Disease. 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
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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, 301 Centennial Mall S, 1st Fl, 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

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.

Accept
& Initial

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

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.

Accept
& Initial

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

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.

Accept
& Initial

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

The contract may be terminated as follows:

Accept
& Initial

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

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.

Accept
& Initial

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-five percent (25%) of each payment due as retainage. The entire retainage amount will be payable upon six (6) months after successful completion of the project. Upon six (6) months after 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. PERFORMANCE BOND

Accept
& Initial

The selected contractor will be required to supply a certified check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the certified check or bond must be twenty-five percent (25%) of the contract amount. The check or bond will guarantee that the selected contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or certified check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

EE. 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.

FF. PROHIBITION AGAINST ADVANCE PAYMENT

Accept
& Initial

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

GG. 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.

HH. INVOICES

Accept
& Initial

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. 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.

II. 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.

JJ. 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.

KK. 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.

LL. 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.

MM. 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.

NN. CONFIDENTIALITY

Accept
& Initial

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

OO. 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.

PP. 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.

QQ. 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.

RR. 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.

SS. 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.

TT. 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.

UU. 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.

VV. 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.

WW. 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.

XX. 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.

YY. 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).

ZZ. 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.

AAA. 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

NSP (Nebraska State Patrol) seeks to replace the current message switch with a modern, robust and real-time message switch. The overall objective of this project is to obtain the services of a Contractor to install and implement a solution by May 15, 2012 and that meets the following needs:

1. OVERVIEW

- a.** Open systems and open standards.
- b.** A simplified system management resulting in a reduction of administration efforts and cost.
- c.** Improved performance to support future growth and expanded capabilities such as embedded images.
- d.** A reduction in ongoing maintenance expense by operating in an environment comprised of open standards and open systems.
- e.** Flexibility and extensibility for future functionalities such as XML support, custom graphical user interfaces, multiple delivery channels, etc.
- f.** Improved and secure retention of transaction logs.

2. BACKGROUND INFORMATION

NSP faces a situation today in which its message switch system is aged and increasingly challenged to meet current or future business demands. NSP has a large investment in a number of interrelated public safety information systems. Over time, pressure to maximize the utility and interoperability of these systems, as well as to reduce costs has increased drastically.

3. CABILITIES

The new message switch will provide high-volume reliability. It will have store and routing/forwarding capabilities that will enable NSP to process criminal justice, administrative and site-specific transactions. The message switch will have priority queuing and sequencing capabilities to prioritize and to appropriately sequence a set of messages to be delivered to their destinations based upon a predetermined message priority or sequence of a message set.

The new message system shall provide backward compatibility with the existing message switch to enable criminal justice agencies to interface with NCIC, NLETS and other vital agencies with their existing software and computing resources. The current message switch will be replaced through a customized 'turn-key' solution package. The implementation of this solution will have a web-based interface for access plus the capability to easily add new interfaces as technology advances. The new message switch will allow criminal justice agencies to take advantage of new technology developments regarding use of graphical interfaces, transmission of digital images and provide greater flexibility to integrate and access other criminal justice information systems.

The new message switch will run on an operating environment consisting of open (non-proprietary) standards based systems that will interoperate with existing legacy systems. The message switch, among other things, will support Justice Extensive Mark-up Language (XML) 3.0 and handle the transformation between XML and legacy formats. It will also provide the ability to exchange information between web

technologies and legacy transports. The new message system will retain the philosophy and operational concept of the existing message switch while providing flexibility to upgrade to new technologies.

4. FUNCTIONS

The proposed message switch will replace the current message switch, provide real-time, on-line access to data and must be designed to ensure high performance combined with high availability and reliability. In addition, access control and authentication must be used to ensure proper authorization for access to applicable systems. This system must also contain features such as failure detection and trusted recovery.

- a.** Compliance with Current System Functionality
The proposed message switch must be functionally and operationally compliant with all elements of the current application interface and protocol specifications. This includes but is not limited to Mobile Data Clients and Metro Hosts.
- b.** Primary Functions and Operations
The primary function of the proposed message switch is to administer and control the flow of data messages between various CJIS systems. Primary functions include message routing, distribution, and the exchange of binary objects (images, fingerprints, and other non-text objects) among local, State and national criminal justice users and databases.

The State of Nebraska requires a state-of-the-art message switch that relies on the most current standards and technologies. The system shall provide redundancy, fault tolerance and a high degree of scalability. The message system shall have user-defined message routing and business rules and shall employ a wide range of industry specific protocol, standards and data formats with the ability to utilize new protocols and standards as they emerge. It shall also be easily configurable and have the ability to be administered locally or remotely in a secure manner. In addition, the new message switch shall be adaptive and use extensible architecture for future expansion and scalability without the need for major architectural modifications.

5. HIGHLIGHTS

The proposed message switch functions are listed below:

- a.** Open systems and open standards.
- b.** Guaranteed message delivery.
- c.** Event-driven.
- d.** Relational database management system employed.
- e.** Integrity and non-repudiation of messages.
- f.** Adaptive and extensible architecture for future expansion and scalability without architectural modifications.
- g.** Support Extensive Mark-up Language (XML) with capability to translate and transform to existing and future application data formats.
- h.** Web-interfaces.
- i.** Graphical User Interface (GUI).
- j.** System alerts with predictive information of system problems in advance of system failure, which will reduce system downtime.

- k. Trend development software that provides for tracking and logging of system problems.

B. PROJECT ENVIRONMENT

1. INTRODUCTION

The following provides an analysis of the current State of the Nebraska State Patrol (NSP) message switch environment. This examines elements relating to hardware, software, network, and work flow, including transactions and files, standards compliance, and risks.

2. OBJECTIVES

a. Overview

The following sections analyze the current message switch business and technical environment, as well as available background information and documentation. Elements of discussion within the scope are organized as follows:

- i. Sections B.3 through B.7 – Current Message Switch Environment – Details common attributes of the operational message switch environment, including descriptions of the hardware, software, and network environments.
- ii. Section B.8 – Transactions, Records, and Metrics – Provides a review of the current transactions and records processed, as well as a review of the metrics associated with the current message switch environment.
- iii. Section B.9 – Standards, Maintenance Jobs, and Staffing – Outlines the common national, State, and local standards applicable to the message switch environment and compliance; supplies a listing of the routine NBLETS maintenance jobs; provides and a brief look at the staffing levels involved in the operation of the current NBLETS environment..
- iv. ATTACHMENT A – NCIC, NLETS and NBLETS Message Keys – Lists and describes the message keys used in the current NBLETS environment.

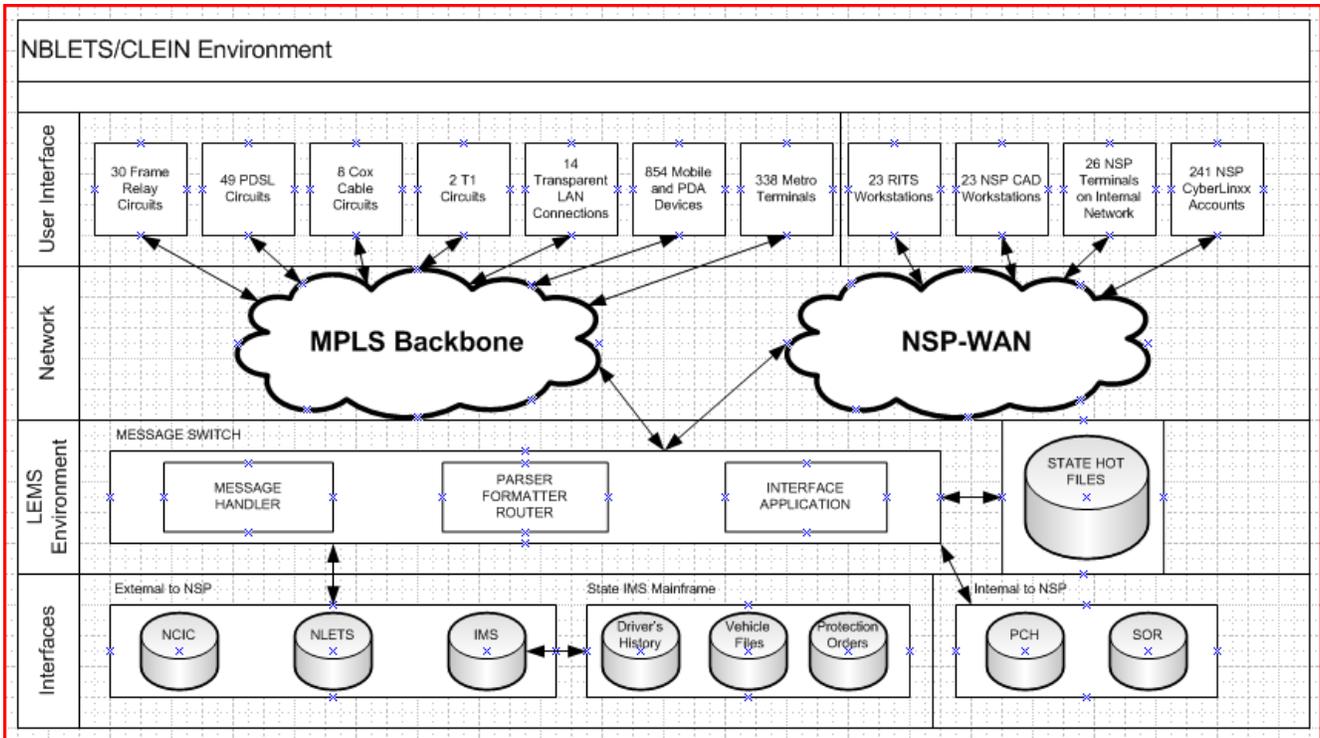
b. Purpose

The following provides an overview of the current NBLETS operating environment, including a look at each aspect of facilities, hardware, software, databases, and users of the system.

NBLETS is operated out of a computer room housed in a secured facility in Lincoln, Nebraska. The facility provides a mission-critical operational environment, including staffing, power, HVAC, and security.

3. CURRENT ENVIRONMENT

The diagram below provides a high-level view of the overall current NBLETS environment.



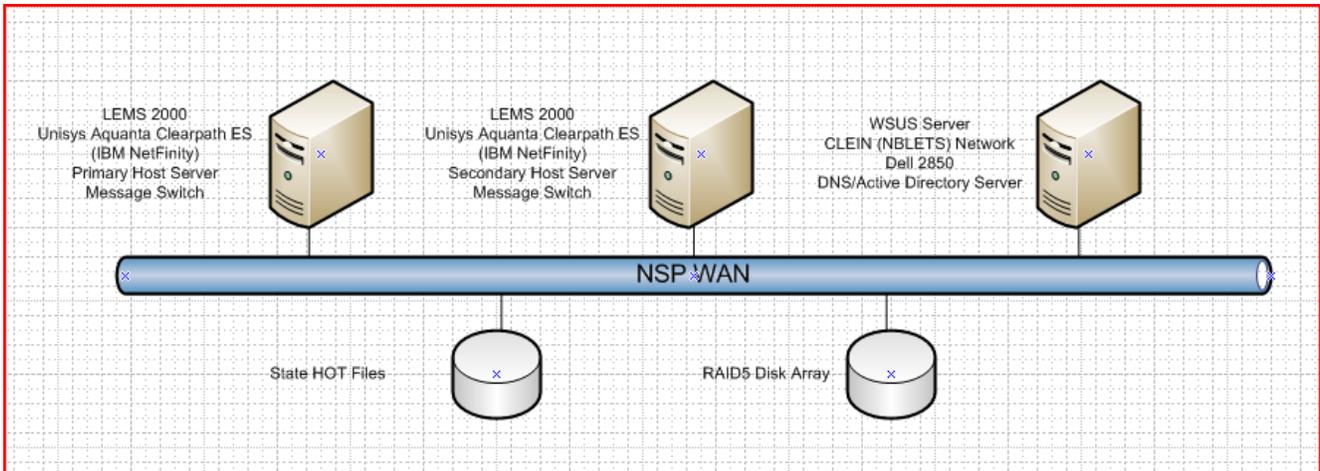
It is important to note the following details regarding the specified user interfaces:

- a. Network – Any user interface can use the NSP network connection to connect to the Law Enforcement Message Switch (LEMS).
- b. Message Headers – In the direct connection interface, incoming messages headers are created via DataMaxx and outgoing messages headers are created by LEMS.

4. HARDWARE AND SOFTWARE

The following outlines the physical hardware and software products that are currently deployed in the NBLETS operating environment.

- a. Overview
The diagram below provides a high-level view of the hardware and software components inherent to the NSP message switch environment.



b. Hardware Product Review

The specifics regarding each of the hardware products utilized in the NSP message switch environment are outlined below.

TABLE 1			
ID.	Hardware Product	Age	Application
1	Two Unisys Aquanta ClearPath ES Servers (IBM NetFinity 230 Servers) Pentium III 1.0GHz, 1GB RAM Switch system and standby system	8.0 Yrs	Operating system and application software
2	Unisys ESM6800 RAID5 System	8.0 Yrs	Oracle Database, HOT Files
3	Dell 2850 Active Directory Server, XEON 3.2 GHZ, 4GB RAM; DNS and WSUS Server	3.0 Yrs	Operating system and application software
4	Buffalo Technology Terastation	Unknown	NAS

c. Software Product Review

The specifics regarding each of the software products utilized in the NSP message switch environment are outlined below.

TABLE 2			
ID.	Software Product	Version	Application
<i>Operating System and Application</i>			
1	Microsoft Windows 2000 Advanced Server SP4	2000	Server OS
2	Microsoft Windows 2003 SE Server SP2	2003	DNS, WSUS Server
3	LEMS (Unisys)	3.3	NBLETS/CLEIN Switch Software
4	Symantec Backup Exec w/Oracle Agent	12.5	Backup/Restore
5	Microsoft Host Integration Server 2004 SP2	5.0	SNA to Mainframe
6	RealVNC VNC Enterprise Edition	E4.3.1	Remote Connection Application
7	McAfee ePolicy Orchestrator Agent	3.6.0.574	Anti-Virus
8	Microsoft SQL Server 2005	2005	Database Interface
<i>Database</i>			
1	Oracle	9i	Application Database
<i>User Interface</i>			

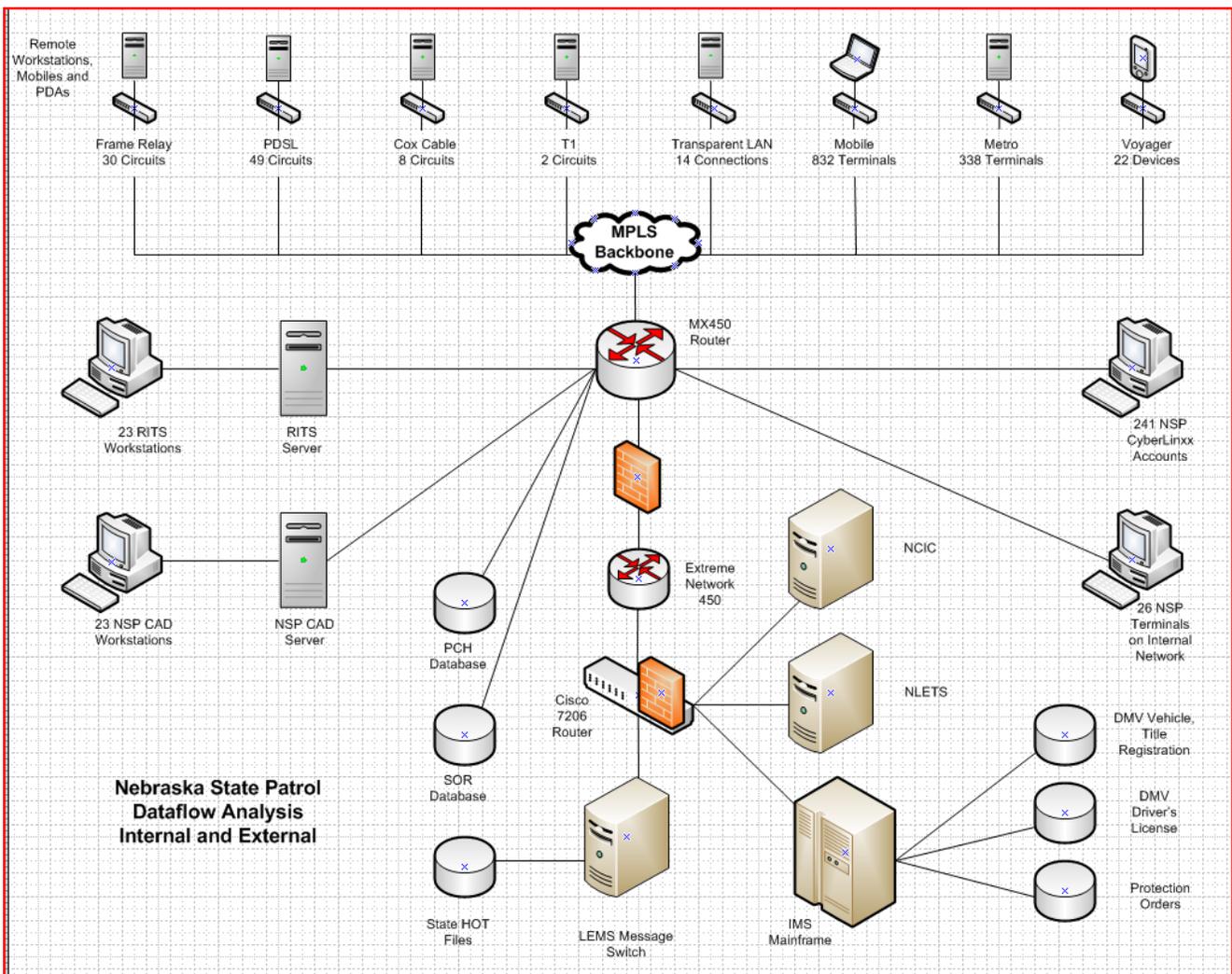
TABLE 2			
ID.	Software Product	Version	Application
1	LEMS Interface Specifications	Unisys ver. 6.56; LEMS JX ver.3.3	Local System Electronic Interface Specifications for LEMS
2	Datamaxx Omnixx SE w/Nebraska Business Rules	3.5.300.1	Teletype Application Software

5. NETWORK

This provides an outline of the network topology and exchanges currently implemented in the NBLETS operating environment.

a. Topology Overview

The diagram below provides a high-level view of the network topology inherent to the NSP message switch environment.



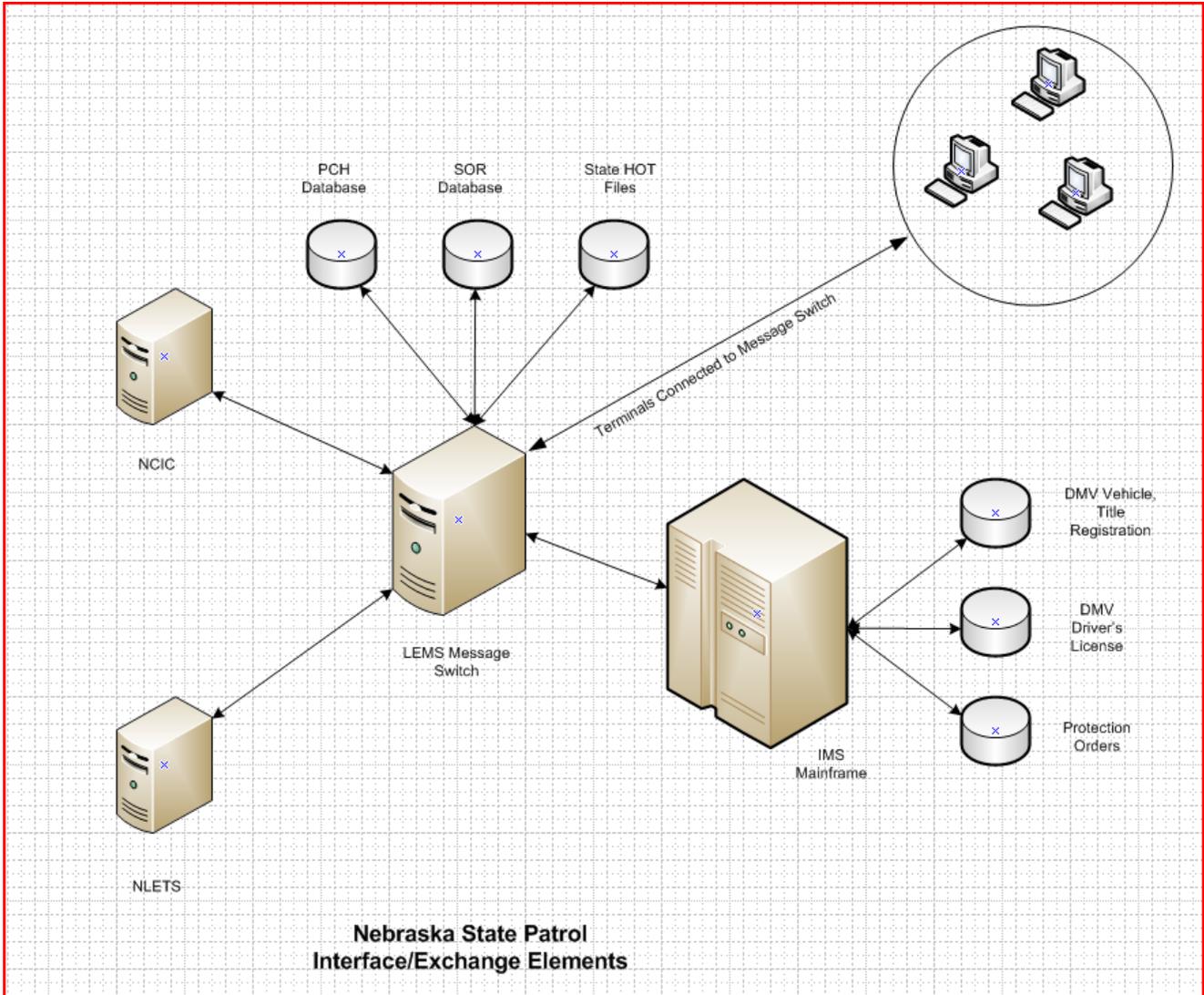
b. Topology Element Review

The specifics regarding each of the network topology elements utilized in the NSP message switch environment are outlined below.

TABLE 3			
ID.	Network Element	Protocol	Number
1	Network Message Switch	TCP/IP	1
2	NBLETS Firewall	TCP/IP, SQL.NET	1
3	NCIC Router	TCP/IP	1
4	NLETS Router	TCP/IP	1
5	Windows Server (DNS, WSUS, Active Directory)	NetBIOS; DHCP	1
6	NAS (Buffalo Tech. TeraStation)	TCP/IP	1
7	Cisco 7206 Router	ATM	1
8	PDSL Circuits	TCP/IP	49
9	56K/64K Frame Relay Circuits	TCP/IP	30
10	Cable Circuits	TCP/IP	8
11	T1 Circuits	TCP/IP	2
12	Voyager (PDA Connections)	TCP/IP	1
13	Metro Host Connections	TCP/IP	25
14	Transparent LAN	TCP/IP	14
15	Internal Network	TCP/IP	13
16	Internal Database (State Hot Files)	Oracle	1
17	External Database Connections DMV Driver History; VTR (Vehicle, Title, Registration); PCH (Patrol Criminal History); Protection Orders; SOR (Sex Offender Registry); RITS (Record Information Tracking System)	TCP/IP; SQL.NET	6

c. Interface/Exchange Overview

The diagram below provides a high-level view of the interfaces and exchanges at play in the NSP message switch environment.



6. INTERFACE/EXCHANGE ELEMENTS

The interface/exchange elements utilized in the NSP message switch environment are listed in the table below.

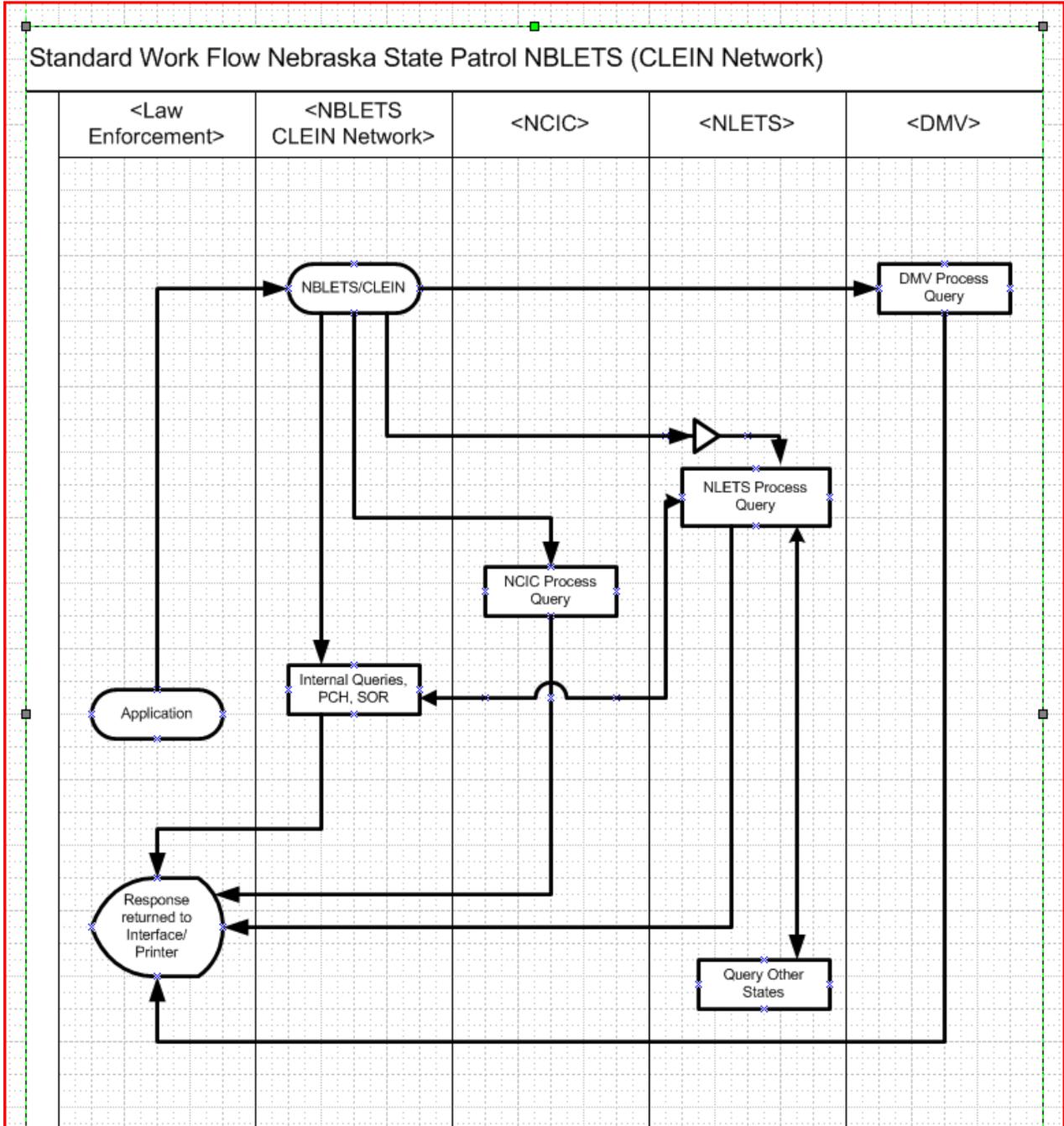
TABLE 4	
ID.	Interface/Exchange
1	LEMS Database (State Hot Files)
2	NBLETS Direct Connection to Message Switch
3	OCIO Mainframe (DMV files and Protection Orders)
4	NCIC Connection
5	NLETS Connection
6	WSUS (DNS, Active Directory, Windows Update Server)
7	SOR (Sex Offender Registry)
8	PCH (Patrol Criminal History)
9	RITS (Record Information Tracking System)
10	Metro Hosts (Douglas County, et al)
11	Voyager (PDA Connections)

7. WORK FLOW AND DATA RELATIONSHIPS

a. Standard Work Flows

The following is a high-level diagram of a generalized query flow of data through the current NBLETS message switch environment.

b. Queries



- c. Exception Processing
In the course of this examination, it has been determined that the current NBLETS operating environment is very straightforward and simple; therefore, there are no discoverable exceptions to the standard work flows currently implemented in the NBLETS operating environment as depicted above.

8. TRANSACTIONS, RECORDS, AND METRICS

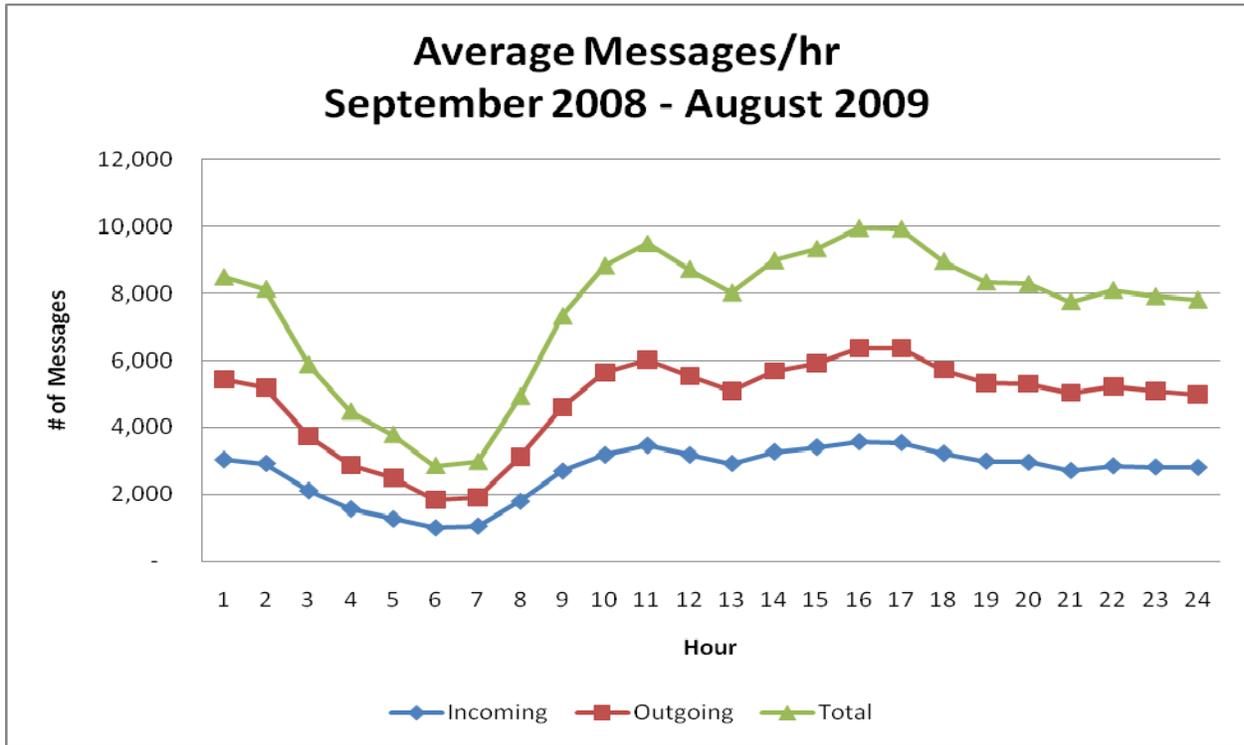
The following section examines transactions and records processed in the current NSP message switch environment, including the performance, administrative, and database metrics for the current system.

- a. Message Keys
Transactions, messages, and reports available in the current NBLETS operating environment are initiated through the use of message keys that correspond to and are in compliance with either the NCIC - or NLETS-only specifications. ATTACHMENT A provides a detailed listing of the message keys that are most commonly used in the current NBLETS environment and must be available in the future NBLETS solution.
- b. System Metrics
The following examines the performance, administrative, and database metrics that characterize the current NBLETS processing environment.
 - i. Performance
The following outlines the system performance metrics related to the operation of the NBLETS environment, average number of messages per hour and average message size per hour.

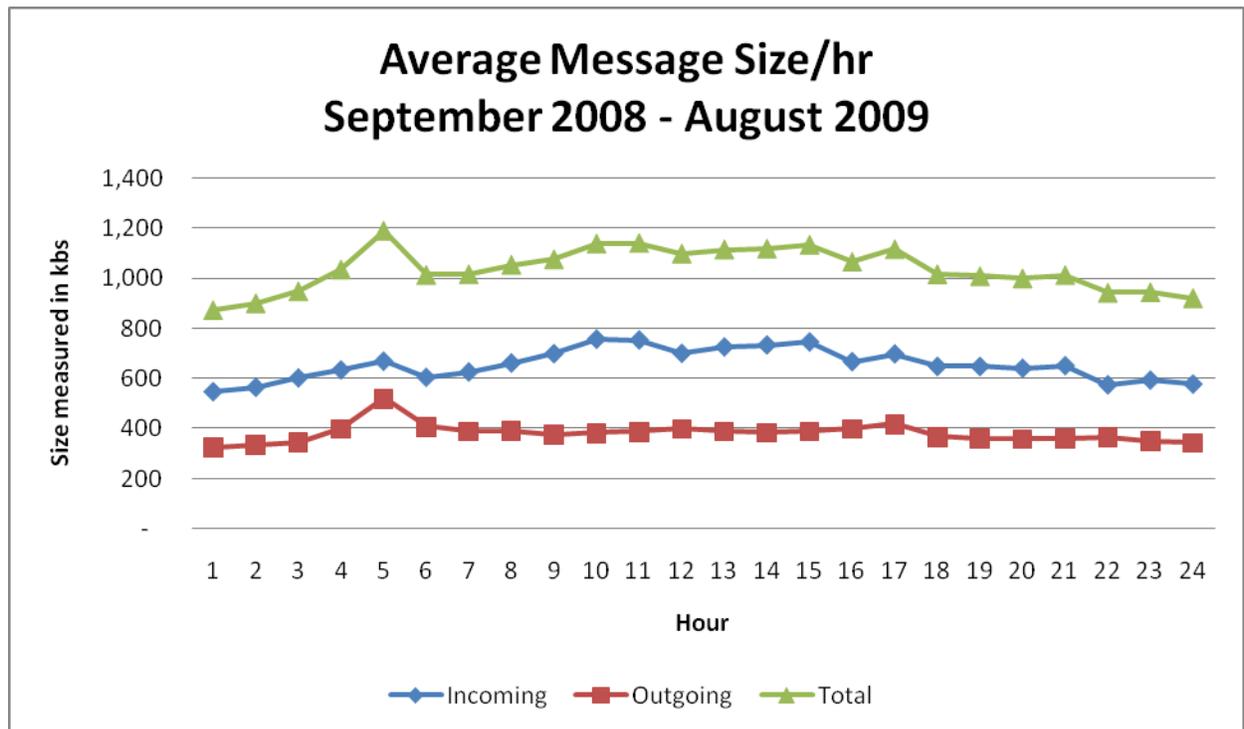
a) Messages Processed

TABLE 5		
ID	Activity	Time/Count
1	Average Number of Messages/Transactions per Hour	8,000
2	Average Number of Messages/Transactions per Day	180,000

b) Average Number of Messages per Hour



c) Average Messages Size per Hour



- ii. Administrative
The table below details the system administrative metrics related to the operation of the NBLETS environment.

TABLE 6		
ID	Element	Number
1	Number of Terminal Agencies	93
2	Number of Nonterminal Agencies	136
3	Number of User Accounts	4,500*
4	Number of Stand-alone Terminals	157
5	Number of Mobile Terminals	832
6	Number of Metro Terminals	647

* It is anticipated that approximately 50% of the user accounts are inactive

- iii. Database
The database metrics associated with the operation of the NBLETS environment are listed in the following table:

TABLE 7			
ID	Element	Database Size	Number of Records
1	NBLETS HOT FILES	1 GB	1,104,909
2	All Responses (Log Files)	75 GB	29,210
3	PCH	14 GB	37,961,396
4	RITS	342 MB	31,695
5	SOR	458 MB	4,888

9. STANDARDS, MAINTENANCE JOBS, AND STAFFING

The following section gives insight on the national and State standards and policies applicable to the future NBLETS environment and compliance, a listing of the NBLETS maintenance jobs, and a brief look at the staffing levels involved with the current environment from a training perspective.

- a. Standards Compliance
The following provides an overview of the national and State standards and policies applicable to the future NBLETS environment, as well as an assessment of the compliance status of the current environment.
 - i. Application Standards
The table below lists the standards that are specifically applicable to the implementation and operation of a State message switch in the criminal justice environment.

TABLE 8		
ID	Standard/Policy	Objectives
1	FBI NCIC 2000	<ul style="list-style-type: none"> • Inquiry response time. • IIR response time. • Record entry. • Equipment and technology compatibility. • System and service availability.
2	FBI CJIS Security Policy	Minimum security requirements for CJIS data in the following areas: <ul style="list-style-type: none"> • Access. • Transmission. • Processing. • Storage.
3	FBI CJIS Security Addendum	Addition to the FBI CJIS Security Policy
4	National Information Exchange Model (NIEM)	A framework for: <ul style="list-style-type: none"> • Identification of information-sharing requirements. • Development of standards and information exchange packages. • Technical tools to support reuse of exchange information. • Training, assistance, and support for enterprise wide information exchange.
5	Global Justice XML Data Model (GJXDM)	<ul style="list-style-type: none"> • Data model for the exchange of criminal justice information. • XML data schema (Global Justice XML Data Dictionary [GJXDD]).
6	Nebraska State Statutes: <ul style="list-style-type: none"> • Missing persons. • Sex offenders. • Missing child. • AMBER Alert. • Protective orders. 	Outlining of requirements and regulations regarding information collection, retention, and dissemination.

The standards and policies detailed above are those that are directly applicable to the operation of the message switch system in the State of Nebraska.

ii. Compliance Status

The table below outlines the compliance status for the current NBLETS operating environment in the area of standards and policies.

TABLE 9		
ID	Standard/Policy	Compliance Status
1	FBI NCIC 2000	✓
2	FBI CJIS Security Policy	✓
	FBI CJIS Security Addendum	Partial
3	National Information Exchange Model (NIEM)	X
4	Global Justice XML Data Model (GJXDM)	Partial
5	Nebraska State Statutes: <ul style="list-style-type: none"> • Missing persons. • Sex offenders. • Missing child. • AMBER Alert. • Protective orders. 	✓

Legend

✓ = Operational compliance.

Partial = Nearly in compliance.

X = Not implemented or in compliance.

Explanations for less than full compliance with the standards or policies are provided below.

- a) GJXDM – Due to the legacy nature of the message switch platform (hardware, software, and database), the current environment has only partially implemented GJXDM.
- b) NIEM – Because of the legacy nature of the message switch platform (hardware, software, and database), the current environment is unable to implement NIEM.

The following are the specific citations for each standard or policy noted above:

- a) FBI NCIC 2000 Operating Manual, Section 5, December 1999.
- b) FBI Criminal Justice Information Services Security Policy (V4.0) or later.
- c) GJXDM (V3) or later.
- d) NIEM (V2.1) or later.

NOTE: It is anticipated that these documents will continue to be updated to reflect emerging requirements. This documentation will be modified to remain current.

b. Maintenance Jobs

The routine maintenance jobs/programs needed to support the current NBLETS environment are listed in the table below with the frequency of execution.

TABLE 10		
ID	Job/Program	Frequency
1	Backups	Daily
2	Create/Delete/Reset/Deactivate User Accounts	Daily
3	Upload III Dissemination Logs to NSP Network	Weekly
4	Download State HOT File Validations	Monthly
5	Download Validations From FBI	Monthly
6	Install NCIC TOUs	Quarterly
7	Restart Message Switch Processes	As Needed
8	Purge NBLETS Message Queues	As Needed

c. Staffing

The table below provides a high-level listing of the administrative and IT staffing levels involved in the current NBLETS message switch environment. Included in this listing are both the NSP staffing levels for each category and the staff currently available to NBLETS.

TABLE 11			
ID.	Staff Description	Staffing Totals	NBLETS Staff
Application Support			
1	SQL Application Developers	1.5	.25
2	Business Operations	1.5	.5
Network and Technical Support			
3	Network Administration	4	1
4	Microsoft Windows System	4	1
5	Desktop Support	4	1
6	Computer-Aided Dispatch (CAD)	1	0
7	Database Administrator	1	.25

The staffing levels indicated above provide guidance as to the requisite training needs for the administrative and support members responsible for the NBLETS operations.

C. PROJECT REQUIREMENTS

1. OVERVIEW

a. Vision

The primary goal of the future NBLETS is to provide flexible, reliable, and accurate message switching and information access within and among the members of the Nebraska criminal justice community.

b. Summary

Through this RFP, NSP seeks to replace the core components of the existing message switch system. Specific elements sought from prospective bidders include, but are not limited to, the following:

- i. Software – Acquisition of all necessary software, including client software, to ensure a fully functional, expansive, and national-standards-compliant NBLETS host and related infrastructure. Interfaces between the current system and the various local, State, and national systems are a priority. The main software must be successfully tested and functional in a virtualized environment.
 - ii. Hardware – Acquisition of any additional hardware must be compatible with the State of Nebraska’s Virtualized Environment.
 - iii. Services – Acquisition of all required services to ensure successful implementation, migration, conversion, and ongoing management and support of the acquired NBLETS. Specific requirements are contained throughout this RFP.
- c. Target NBLETS Environment and Drivers
The following section shows the business and technical change drivers that serve as the foundation for the target future message switch environment. The goal of this project is to implement a solution that provides critical statewide criminal justice information and a central technology environment that minimizes the impact and maximizes the service to the justice community.

TABLE 12		
Ref	Driver	Description
Business Goals		
1	Cost-Effectiveness	Procure a modular solution with current technologies that can be managed, updated, and replaced without requiring wholesale replacement.
2	Risk Management	Manage the risks of implementing and operating the new NBLETS environment while improving system and data integrity.
3	High Availability	Provide higher levels of NBLETS service with the ability to meet new, evolving requirements and user operational needs.
4	Disaster Recovery/ Business Continuity	Develop and manage a program that enables disaster recovery operations and improves on return-to-service timelines.
Technical Goals		
5	Open Architecture	Provide open-systems-based architecture that is more reliable, flexible, and maintainable.
6	Standards-Based	Adhere to national standards for data exchange, security, and interfaces.
7	Improve Data Quality and Accessibility	Improve the quality and accessibility of information for users with tool-set standards, such as SQL and Open Database Connectivity (ODBC), and do so without the involvement of operators or specialists.
8	Enhance Security	Retain the necessary level of system security to protect users and information from unauthorized access.

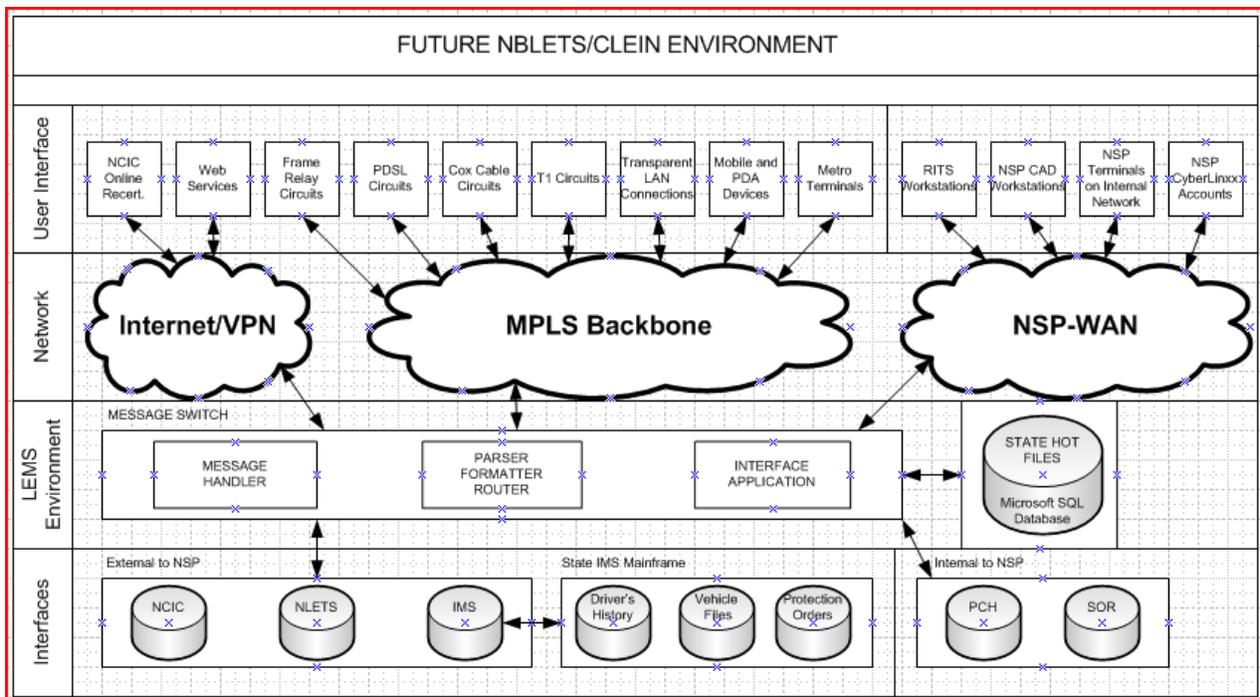
9	Enhanced Functionality and Services	Provide client agencies with increased NBLETS access and functionality, as well as complete National Crime Information Center (NCIC) 2000 text- and image-based services to both fixed and mobile devices.
10	Improved Support and Costs	Leverage best-of-breed components and commercial off-the-shelf (COTS) solutions to improve system supportability and cost.

2. SPECIFICATIONS

a. Future Model

The diagram below represents a high-level representation of the future NBLETS message switch processing environment.

System View



The significant changes in this target model NBLETS environment relative to the current environment include the following:

- i. Induction of the NBLETS into a virtualized environment, if applicable.
- ii. Development of a Web interface including providing limited Web services under certain conditions as mutually agreed upon by both parties.
- iii. Induction of photo sharing capabilities.

b. Interfaces and Exchanges.

The subsections below outline the current and future requirements for system interfaces, information exchanges, and information exchange schemas required with the NBLETS solution.

- i. Partner/External System Exchanges
The table below lists the current and future requirements for partner/external system exchanges for the proposed NBLETS solution.

TABLE 13			
Ref	Partner/External Exchange Type	Current	Future
1	LAN – The internal NSP LAN	✓	✓
2	LEAs – Law enforcement agencies (direct-connect user interface)	✓	✓
3	User Interface (Web-Enabled) – Web-browser-enabled NBLETS user interface	X	✓
4	Integration Services – Application service responsible for data exchanges between NBLETS and other internal partner agency systems (standards-based exchanges)	✓	✓
5	III – The FBI’s Interstate Identification Index system	✓	✓
6	NCIC – The FBI’s NCIC files	✓	✓
7	NLETS – The International Justice & Public Safety Information Sharing Network	✓	✓
8	IMS – State Mainframe DL Photo Sharing – Driver’s license photo repository Driver’s History Protection Orders Vehicle, Title and Registration	X ✓ ✓ ✓ ✓	✓ ✓ ✓ ✓

Legend

✓ = Operational compliance.

Partial = Nearly in compliance.

X = Not implemented or in compliance.

- a) Internal System Interfaces

The table below lists the current and future requirements for internal NSP system interfaces for the proposed NBLETS solution.

TABLE 14			
Ref	Internal System Interface Type	Current	Future
1	SOR – Sex Offender Registry	✓	✓
2	NBLETS Data Files – Related data files available through NBLETS transactions but not resident in the NBLETS environment	✓	✓
3	Patrol Criminal History	✓	✓
4	Records Information Tracking System	✓	✓

Legend

✓ = Operational compliance.

Partial = Nearly in compliance.

X = Not implemented or in compliance.

3. KEY ELEMENTS AND ISSUES

The following outlines the key high-level elements and issues that will be addressed with a transition to the future NBLETS processing model.

- a.** Elements to be addressed in the Future Environment
 - i.** Separation of Message Switch Services – Movement from a single, complex, and highly interrelated system of applications all operating in the same environment to a set of separate services (switching and applications) running on different server instances or platforms.
 - ii.** Enhanced Data Exchanges – Coupled with the enhanced applications and communication, the establishment of an environment in which data is exchanged between systems and the application in a robust and flexible manner.
 - iii.** Browser-Based Front-End Interface – Movement toward a Web-based user presentation and interface technology.
- b.** Issues of Concern in the Future Environment
 - i.** System Architecture – The current NBLETS environment is a legacy proprietary software system, which creates a high degree of dependency on legacy skills developed internally for support and changes.
 - ii.** Proprietary Solutions – The NBLETS environment is currently a proprietary system at a time when open architecture, standards-based data and communication, and COTS technology are the norm.
 - iii.** Cost – NSP is currently not enjoying any of the cost benefits of COTS technology.
 - iv.** Supportability – The current NBLETS environment requires constant administrative support by NSP staff.
 - v.** System Design – Currently, the NBLETS environment is designed as a singular, comprehensive, one-vendor system enterprise with another vendor providing the client services.
 - vi.** Business Continuity – NSP currently employs only the baseline data protection and continuous monitoring by internal staff to ensure continuity of service.
 - vii.** System Requirements – NSP currently has a virtualized environment located off site. As part of this RFP the bidder shall provide the minimum system requirements necessary to fulfill NSP's goals and objectives.
 - viii.** Management and Control – NSP will retain management and control of the Message Switch and its environment.
 - ix.** The lists above highlight some of the primary elements and issues that NSP has identified as key to the desire to begin the migration to the future NBLETS processing model.

4. CONSIDERATIONS AND IMPLEMENTATION REQUIREMENTS

The following outlines a series of plans recommended for the successful implementation of the future message switch environment, which will also serve to minimize risks. Bidders are required to provide responses to each of the required plans and elements outlined for both the implementation and the hardware/software approaches below.

a. Implementation Approach

The following table presents the general issue areas surrounding implementation the vendor must respond to and address in the message switch solution proposals:

TABLE 15		
ID	Issue Area	Elements of Concern
1	Migration Plan	<p>The future message switch solution needs to be implemented in a <i>phased approach</i> that allows for parallel operation of the newly installed components and the current operational environment. Specific elements to be considered in this phased implementation plan include:</p> <ul style="list-style-type: none"> • <i>NBLETS Interfaces</i> – Current interfaces must be seamlessly migrated and functional on the new switch at implementation. • <i>Message Routing/Applications</i> – Plan for orderly implementation of routing tables and applications. • <i>Database</i> – Design and creation of a database. • <i>User Interface</i> – Replacement of user interfaces to the new environment.
2	Testing Plan	<p>A comprehensive and orderly process for testing each aspect of the new environment (virtualization, messaging, applications, etc.) in a preproduction environment, including:</p> <ul style="list-style-type: none"> • Site installation testing. • Regression testing. • Stress testing, • NSP and end-user acceptance testing.
3	Training Plan	<p>A complete curriculum for the training of administrators and users of the system, including:</p> <ul style="list-style-type: none"> • Training guides (electronic and hard copy). • User manuals (electronic and hard copy). • Online help files.

TABLE 15		
ID	Issue Area	Elements of Concern
4	Fail-Back Plan	<p>A structured plan for the rapid and orderly return to the prior (current) version or environment if the transition effort for any element of the new system begins to fail in production, including plans for:</p> <ul style="list-style-type: none"> • System restoration and rollback. • Data restoration and rollback.
5	Printing Strategy	<p>NSP supports a variety of printing strategies in the current NBLETS environment, a majority of which are controlled by local agencies, including:</p> <ul style="list-style-type: none"> • Network printers • Local printers (attached to PCs). • Stand-alone printers. • Environments with no printers.
6	Hot File Strategy	NBLETS currently maintains local hot files.
7	Log File Strategy	<p>NBLETS log files must be maintained for all users and transactions in both the new and legacy environment. NSP is interested in any bidder strategies/proposals available for:</p> <ul style="list-style-type: none"> • Simplification of the maintenance and administration of log files between the legacy and new systems. • Seamless availability of log files to the user community as needed. • Simple access to legacy log files from the new environment. • Optional conversion of log files from the legacy system. <p>These proposals/strategies shall be configured and priced as optional components, if necessary.</p>

The elements outlined above are the high-level activities that will be necessary for the successful implementation of the future message switch environment.

b. Hardware/Software Approach

The following table summarizes the key elements of consideration regarding the message switch and applications, database issues, and the user input devices. It also outlines the general hardware and software considerations involved during implementation the bidders must address in the message switch solution proposals.

TABLE 16		
ID	Element	Considerations
1	Message Routing/Applications	<p>Considerations for the messaging and applications parts of the overall message switch implementation include:</p> <ul style="list-style-type: none"> • <i>Switch Hardware</i> – A fully functional message switch is installed in our environment on Day 1 and starts the migration of users/interfaces over to the new system. • <i>Switch Operations</i> – Messaging and other switch responsibilities are gradually phased over to the new switch hardware. • <i>Applications</i> – Applications are phased over once the new database is in place.
2	Database	<p>Considerations for the database and conversion aspects of the overall message switch implementation include the following:</p> <ul style="list-style-type: none"> • <i>Define Data Model</i> – Establish the data model. • <i>Design Database</i> – Construct database design that best serves the model and the switch services to be provided. • <i>Data Dictionaries</i> – Construct English based data dictionaries.
3	Data Conversion	<p>A plan is needed for the conversion of data from the legacy system to the new solution database. Data conversion includes the following:</p> <ul style="list-style-type: none"> • <i>User Accounts</i> – User identification data. • <i>User Certifications</i> – User certification dates and data. • <i>Agency Accounts</i> – Law enforcement agency information.
4	User Interface	<p>Considerations for the user input devices element of the overall NBLETS implementation include:</p> <ul style="list-style-type: none"> • <i>Direct-Connect Interface</i> – Users of the direct-connect interface will need to be supported and migrated to the new environment. Current interfaces must be seamlessly migrated and functional on the new switch at implementation. • <i>Interface Support</i> – A strategy will need to be developed for supporting and debugging current interfaces during implementation of the new switch environment. • <i>New User Interface</i> – Proposals shall include an introduction and implementation strategy for new user interface proposed.

c. Design Workloads

Design workloads comprise a mix of the various message keys to be processed on a daily and hourly basis. The hourly workloads measure peak hourly workload rates and are calculated as 120% of the average first shift hourly rate. All design capabilities must be built to meet or exceed the peak hourly rates.

Table 17	
Rate	Transactions
Daily	200,000
Peak Shift (Daily x 50%)	100,000
Hourly (Peak Shift Rate / 8 hrs)	12,500
Peak Hourly Rate (Hourly Rate x 120%)	15,000

d. Business Continuity

Current business continuity/return-to-service capabilities for NBLETS are limited to on-site replication of data. In the event of a disruption of service at NSP's primary data center, NSP is interested in options for quick return to service in the case of a hardware-related disruption of service.

As such, NSP is interested in business continuity option(s) predicated on the following elements:

- i.** A solution that is designed for a system during normal NBLETS production. The design of the architecture shall address the following parameters:
 - a)** Production NBLETS shall operate on all elements of the architecture during normal operation.
 - b)** Each element of the environment has the capacity to carry 100 percent of the production operating system.
 - c)** Each element of the environment normally carries a proportional amount of the production load in normal operation (e.g., 50 percent or less for two servers, 33 percent or less for three).
- ii.** A solution that provides automated return to service in the event of a disruption-of service scenario.

All business-continuity options shall include a consideration of the synchronization of files/data in the bidder proposal.

e. Optional Components

This outlines optional features and components envisioned for the future NBLETS environment. NSP is interested in bidder feedback and optional configurations and pricing for these options in its message switch solution proposals.

- i.** NBLETS Web-Based Interface – The current NBLETS user interface is not supported. NSP is interested in an optional proposal for a specification or application programming interface (API) to the new

switch that would allow NSP to redirect the current GUI. Users of the NSP Web-based interface may eventually need to be migrated to the new environment.

5. STANDARDS, FUNCTIONALITY, AND PERFORMANCE

The following provides an overview of the national and State standards and policies applicable to the future NBLETS message switch environment. It also presents an overview of the minimum transaction types that must be processed in the future NBLETS message switch environment, including the record groups that must be provided in the future system.

a. Standards Compliance

The table below outlines the compliance goals for the NBLETS message switch Operating environment in the area of standards and policies.

TABLE 18			
ID	Standard/Policy	Current	Future
1	NCIC 2000 ¹	✓	✓
2	FBI NICS Denied Persons File Interface ²	X	✓
3	Criminal Justice Information Services Security Policy ³	✓	✓
4	Global Justice XML Data Model (GJXDM) ⁴	Partial	✓
5	National Information Exchange Model (NIEM, latest version) ⁵	X	✓
6	NLETS – the International Justice & Public Safety Information Sharing Network Standards and Policies ⁶	✓	✓
7	Nebraska Sate Policies ⁷	✓	✓

Legend

✓ = Operational compliance.

Partial = Nearly in compliance.

X = Not implemented or in compliance.

b. Functionality Needs

The following reviews the transaction types and message key (specific transactions) sets that must be supported and available in the target environment, as well as provides a description of each.

i. Transaction Types

Law enforcement agency (LEA) personnel access NBLETS by using transactions through their interfaces, including direct terminals, the

¹ FBI NCIC 2000 Operating Manual, Section 5, December 1999.

² NICS/FBI Interface Control Document, NICS-DOC-05025-31.0 (Denied Persons File), September 9, 2008.

³ FBI Criminal Justice Information Services Security Policy (V4.5), September 2009.

⁴ GJXDM (V3.0.3), 2006.

⁵ NIEM (V2.1), September 28, 2009.

⁶ NLETS Policies and Procedures, May 2002 or later.

⁷ Nebraska State Policy Identity and Access Management Standard for State Government Agencies located at:

http://www.nitc.state.ne.us/standards/security/Identity_and_Access_Management_Standard_20050315.pdf

NBLETS Web-based user interface, and terminals connected to LEA servers that act as pass-throughs into NBLETS. These transaction types follow the NCIC or NLETS format.

The table below lists the transaction types (regarding both records and messaging) that must be minimally available in the target environment and provides a description of each action.

TABLE 19		
ID	Transaction Type	Description
1	Entry	The purpose of an entry message is to place a new record in file or to append supplemental records to those already on file.
2	Modification	The purpose of a modification message is to add, delete, or change a portion of data which are part of a record.
3	Cancellation	The purpose of a cancellation message is to remove an entire record or supplemental record(s) from any file.
4	Inquiry	The purpose of an inquiry message is to query NCIC 2000 and State databases for records on file.
5	Locate	The purpose of a locate message is to indicate (until the originating agency clears the record) that the wanted person has been apprehended or the property has been located.
6	Clear	The purpose of a clear message is to indicate location of a missing person, apprehension of a wanted person, or recovery of property on file.
Messaging		
7	Messages	Administrative message commands allow users to send individual or broadcast (regions/groups) messages to a specific terminal or to all agencies that access the system.
8	Other	Based on the interconnection, a variety of additional commands are available. These commands give users access to other systems interfaced to NBLETS.

ii. Message Keys

Transactions, messages, and reports available in the current NBLETS operating environment are initiated through the use of message keys that correspond to and are in compliance with the NCIC-, NLETS-, or NBLETS-only specifications. ATTACHMENT A provides a detailed listing of the message keys that are most commonly used in the current NBLETS environment and must be available in the future NBLETS solution.

The table below details a variety of capacity needs required in the future NBLETS solution.

TABLE 20		
ID	Activity/Element	Time/Count/Size
1	System Response Time	2 seconds
2	Peak Number of Messages/Transactions per Hour	30,000
3	Number of Messages/Transactions per Day	500,000
4	Average Message Size (KB), excluding Photo	1,200
5	Number of Terminal Agencies	4,000
6	Number of Nonterminal Agencies	400
7	Number of Users	6,300

D. SCOPE OF WORK

1. SCOPE OF WORK (SOW) ACKNOWLEDGEMENT

Bidders will provide a statement of agreement and acknowledgement of the approach that the SOW will be developed collaboratively by NSP with the selected The SOW will establish the project specifics and details in terms of deliverables and dates of installation and implementation. The SOW will be constructed based on the requirements of this RFP and the proposal.

2. OVERALL SOLUTION APPROACH

The Overall Solution Approach of the Technical Response section shall provide a comprehensive written description of the bidder's solution, project approach, and business continuity strategy. This shall include a response of the bidder's understanding of the NSP vision, how the solution will specifically address this vision, and a definition of all services to be provided. Specific emphasis must be placed on the following:

- a. A description of the proposed solution and a discussion regarding how this solution addresses the goals and requirements of the target NBLETS environment.
- b. A listing of all components of the proposed solution, including all application and system software as well as hardware, networking components and peripherals needed to fully implement the solution. If any of these components are proprietary and/or must be sourced through the bidder, this must be so indicated. (Note – for hardware, software or other components that are available through multiple sources, the State reserves the right to purchase these components separately through other State contracts, as applicable.)
- c. An explanation of how the bidder will accomplish the required interfaces.
- d. A description of the extent to which the proposed solution adheres to national standards.
- e. A discussion of how the bidder will perform risk management, as well as mitigation and issues management.
- f. Identification of any known/anticipated implementation and operational risks in the near and long terms.

3. PROJECT MANAGEMENT PLAN

Bidders must provide a project management plan that includes elements of project management, quality assurance (QA), and scheduling. Specific elements to be contained in the plan include:

a. PROJECT MANAGEMENT

Bidders must provide a description of how they will successfully manage the complex aspects of budget, scope, and schedule management. In addition, describe the project management methodology to be utilized, including a description of any supporting software. This discussion shall include information about overall project management techniques, issue management approaches, status reporting, meeting facilitation, and staffing. NSP prefers the use of Microsoft Project 2007 as the project management software.

b. QUALITY ASSURANCE

Describe the QA process to be utilized for the project tasks, schedule, deliverables, and testing in order to ensure that work related to the production of acceptable deliverables is on track and expectations are met or exceeded. The QA process is expected to be proactive so as to ensure not only that the schedule is met but also that product and service quality is maintained.

c. PROJECT SCHEDULE

The project schedule must include a timeline identifying all major tasks, submitted in Gantt chart format. This schedule shall contain a breakdown of all tasks and subtasks required to successfully complete the NBLETS Replacement Project. For each identified subtask, bidders shall include the following information:

- i.** Resource assignments (e.g., bidder staff, local agency staff).
- ii.** Milestones.
- iii.** Key dates.
- iv.** Deliverables.

Bidders are required to state their ability to meet this timeline and/or to discuss any foreseen risks in meeting this timeline. This includes all required modifications identified during the Question and Answer activities, i.e. scheduling, services, equipment, and connectivity required – all of which **MUST** be performed or provided at the contractor's expense. All modifications identified, **MUST** be defined within the project plan, to include scheduling, services, equipment, and connectivity required.

4. RISK MANAGEMENT PLAN

Bidders must provide a risk management plan that minimally identifies all risks associated with implementing NBLETS, the methods proposed to mitigate each risk, the probability that each risk will occur (i.e., high, medium, low), and the impact each risk can have on the project (i.e., high, medium, low). Each environment option proposed (i.e., service-oriented versus traditional) has different risks associated with it, and these risks must be included in the risk management plan.

5. IMPLEMENTATION PLAN

Bidders must provide a detailed plan for implementation of the proposed NBLETS solution, outlining the steps from the point of contract signing through complete

acceptance and go-live of the future NBLETS infrastructure in the production environment.

6. DATA CONVERSION PLAN

Bidders must provide a plan for the conversion of electronic data from the current message switch system to the new platform. As a part of this plan, the bidder shall provide the data conversion specifications for NSP to review. If NSP is able to provide the legacy system data according to the specification, the successful bidder will then be asked to convert and enter the data into the new solution.

Upon contract award, a conversion planning conference must be conducted, and a detailed conversion work plan must be prepared and delivered for review and acceptance. The work plan must include:

- a. A description of the conversion process, record handling and inventory control process, and quality control activities.
- b. An outline of common errors and resolutions from previous conversion efforts.
- c. A description of roles and responsibilities.
- d. A detailed activity schedule and timeline for the conversion process.
- e. The work plan shall also outline each major step anticipated in the data conversion process.

7. BUSINESS CONTINUITY SOLUTION

Bidders must provide a brief overview of their proposed business continuity solution. A detailed breakdown and explanation of the proposed business continuity solution is to be included with the overall solution approach within the Technical Response section.

8. MIGRATION PLAN

Bidders must provide a detailed approach and plan for the migration of NSP from the current (legacy) message switch to the new environment. This plan will include considerations for the logistics of cutover of the following installations:

- a. NSP central site.
- b. User/interface sites.

This plan will need to address the seamless migration of legacy user devices to the new environment. Finally, this plan must clearly include the logistics of coordinating the training of users of the new environment and the cutover of interfaces in close time proximity to the installation at NSP.

9. FAIL-BACK PLAN

Each bidder must provide a structured plan for the rapid and orderly return to the prior (current) version or environment if the transition effort for any element of the new environment (during cutover and for the period up to final acceptance) begins to fail in production, including plans for:

- a. System Restoration and Rollback.
- b. Data Restoration and Rollback.

10. TEST PLANS

Comprehensive test plans of NBLETS and its components must be provided, including verification that all requirements of the delivered system and its components are fully satisfied.

a. TEST PLAN ELEMENTS

Elements of the test plan must include:

- i.** Test Procedures – Define the test procedures overall and for each of the specific test areas below, including verification of compliance with requirements.
- ii.** Inspection – To ensure the availability and quality of delivered equipment, certifications, documentation, and so forth.
- iii.** Functional Testing – To demonstrate each of the discrete functional capabilities of the system.
- iv.** Operational Testing – To demonstrate the full operability of all integrated components in an operational environment and to validate associated user and maintenance documentation.
- v.** Benchmark Testing – To demonstrate that the system meets or exceeds performance requirements, including throughput and response time and identification accuracy.
- vi.** Final Acceptance Testing – To demonstrate that system components are completely readied for production implementation.

b. DETAILED TEST PLAN

A comprehensive test plan will account for unit, integration, and acceptance testing, as applicable. Test plans must be prepared and delivered for final review and acceptance. The test plan must also include:

- i.** An overview of each phase of testing with anticipated time frame for each phase, including specifications of bidder and NSP roles and responsibilities and a description of each test team as applicable.
- ii.** A specification of the facility requirements and test configurations that will be implemented to support phases of the testing.
- iii.** A timeline for preparing detailed test procedures and conducting the testing.
- iv.** A plan for tracking, correcting, and retesting any deviations.

c. TESTING PROCEDURES

Prior to commencement of testing, a comprehensive set of test procedures must be prepared and delivered for review, providing the specific steps that will be followed to perform each inspection, functional test, operational test, and benchmark test. The procedures also must establish test criteria that have to be achieved for each individual test procedure.

d. TEST REPORTING AND REMEDIATION

At the conclusion of each phase of testing, a test report that includes the following must be compiled and delivered:

- i.** Completed and signed checklists documenting the successful performance of the inspection or test.
- ii.** A detailed schedule for discrepancy correction and retesting.

11. TRAINING PLAN

Bidders must provide a comprehensive user and system administrator training program, as well as periodic refreshers upon contract award. In addition, a training conference must be conducted, and a detailed training plan must be prepared and delivered for review and acceptance.

a. SKILLS INVENTORY

Presented in the table that follows is an overview of the current NSP professional staff, by grouping, that will need to be addressed in the training plan requirements outlined below.

TABLE 21			
ID.	Staff Description	Staffing Totals	NBLETS Staff
Application Support			
1	SQL Application Developers	5	.25
2	Business Operations	1.5	.5
Network and Technical Support			
3	Network Administration	4	1
4	Microsoft Windows System	4	1
5	Desktop Support	4	1
6	Computer-Aided Dispatch (CAD)	1	
7	Database Administrator	1	.25

b. TRAINING PLAN

The proposed training plan must include the following:

- i.** An overview of the training program, including objectives, roles and responsibilities, and facility requirements.
- ii.** Course descriptions and curriculum outlines for each training course.
- iii.** A plan for student training and evaluation, including:
 - a)** A “train the trainer” course for the Law Enforcement Agencies, field support and system administrators.
 - b)** Directed and detailed software and application training for developer and support staff.
 - c)** Directed and detailed hardware training for system operations staff.
 - d)** Directed and detailed DBA training.
 - e)** A detailed training schedule and timeline.
 - f)** A delineation of training in relation to system installation and go-live.

12. SYSTEM DOCUMENTATION APPROACH

Each bidder must describe its overall approach to providing NSP with a comprehensive set of user, system, and management documentation. NSP seeks both online, or otherwise electronic, and hard copy documentation volumes. The online user documentation must describe the components, functions, and operations of each NBLETS workstation type. Operations descriptions must include a list and description of all error conditions, as well as the associated error message displayed and the action required of the operator.

In addition, NSP expects that online documentation must be maintained and updated throughout the life of system to reflect software version updates and modifications.

A description of how this is to be accomplished shall be included in the proposal. Finally, each workstation with NBLETS access must be provided with complete online user documentation that resides on the workstation or can be accessed via NSP's internal networks.

13. MAINTENANCE AND SUPPORT PLANS

a. MAINTENANCE AND SUPPORT PROGRAM

Bidders must provide a description of a comprehensive maintenance and operations support program that includes:

- i.** Preventive maintenance.
- ii.** Remedial maintenance.
- iii.** Help desk support.
- iv.** On-site support.

A detailed maintenance and operations support plan must be prepared and delivered for review and acceptance. The plan must minimally include:

- i.** An overview of the maintenance and operations support program, including objectives, roles and responsibilities, and facility requirements.
- ii.** A detailed preventive maintenance schedule for each system component.
- iii.** A set of service level agreements outlining the requirements and plan for providing response and remediation of problems for each system component.

A proposal for on-site, ongoing maintenance support required by NSP, including:

- i.** A problem escalation procedure, including the escalation metrics.
- ii.** Help desk plans and procedures, including support during non business hours.
- iii.** A procedure for warranty repair/replacement of defective components.
- iv.** A comprehensive list of maintenance spares and consumable items.

b. ON-SITE SUPPORT

On-site bidder support staffing during system installation and implementation as follows:

- i.** Project Manager – Minimum .75 FTE in NSP offices, Monday through Friday/standard business days; also available by telephone 24/7.
- ii.** Support Staff – Minimum 1.25 FTEs (IT and CSO) in NSP offices, Monday through Friday/standard business days.

c. WARRANTY/MAINTENANCE

The bidder shall address in written form each numbered section and sub-section of this RFP. If the bidder takes exception to a specific paragraph, they shall fully describe their exception in the appropriate section of the proposal.

All software and services furnished by the Contractor under the resulting contract shall be warranted free from defects in material and workmanship, and shall conform to this RFP and the bidder's response thereto, with all exceptions agreed to by the State. In the event any such defects in software or services become evident within the warranty period, the Contractor shall correct the defect at its option by (1) correct any reproducible and/or recurring software defects; or (2) redo the faulty services. The Contractor is responsible for all charges incurred in the performance of all warranty services, including labor, materials and other related costs, during the warranty period. Thereafter, the maintenance and service of the System will either be contracted out to the Contractor, contracted to a third party, or provided by the NSP. The Contractor further warrants that during the warranty period the software furnished under this contract shall operate under normal use and service as a complete System, which shall perform in accordance with this RFP and the response thereto, with all exceptions agreed to by the NSP.

The warranty period shall be a period of 36 months from the date of final system acceptance as defined herein. Standard maintenance and support for the first 36 months shall be included as part of this warranty period. Claims under any of the warranties herein are valid if made within 30 days after termination of the warranty period. In addition, the following specific requirements apply to the Contractor's warranty:

- i.** The NSP shall notify the Contractor within a reasonable time after the discovery of any failure or defect within the warranty period.
- ii.** Should the Contractor fail to remedy any failure or defect within 30 consecutive days after receipt of notice thereof, the parties shall meet and discuss an extension of time which may be fair and equitable under the circumstances, failing which the NSP shall have the right to replace, repair, or otherwise remedy such failure or defect at the Contractor's expense.
- iii.** The Contractor will obtain any warranties which subcontractors or suppliers to the Contractor give in the regular course of commercial practice, and shall apply the same benefit to the NSP.

- iv. The Contractor shall remedy at its own expense damage caused by the Contractor to NSP-owned or controlled real or personal property.
- v. The Contractor shall be liable to NSP for supply of information, materials, and labor necessary for mandatory revisions determined by the manufacturer for the duration of the warranty period at no cost to the NSP.
- vi. Under this warranty, the Contractor shall remedy at its own expense any failure to conform to the general contract terms, System requirements, or any other document included by reference in the contract. The Contractor also agrees to remedy at its own expense any defect in materials or workmanship.
- vii. The "acceptance" of systems/equipment by the NSP shall not limit the NSP's warranty rights set forth above with respect to defects in materials or workmanship.

a) Maintenance During the Warranty Period

The bidder shall describe in the proposal how system maintenance and repair will be handled during the warranty period. Warranty shall include all routine maintenance during the warranty period to include specifically any needed upgrades or enhancements to operate the system. During the warranty period, the Contractor will respond to all repair calls or notices of system malfunction at no additional cost to the NSP. Warranty service shall be on a 24-hour per day, 365-day per year basis. The Contractor will have qualified technicians available to respond to major system malfunctions within two hours and to minor system malfunctions within four hours during the warranty period. A major system malfunction is defined as one in which the entire system is out of service or in which system functionality is degraded to the point that the system is not substantially providing the level of usage required. A minor system malfunction is defined as one in which some system features are inoperative, not rendering the entire system unusable or significantly degraded. The NSP reserves the right to decide whether a system malfunction is classified as major or minor.

Acceptance of the work upon completion of the project shall not preclude the NSP from requiring strict compliance with the contract, in that the Contractor shall complete or correct upon discovery any faulty, incomplete, or incorrect work not discovered at the time of acceptance. The three-year limit specified above shall not void or limit this requirement for little-used features or functions.

b) Service Under Warranty

If it becomes necessary for the NSP to contract with another vendor for warranty repairs, due to inability or failure of the Contractor to perform required system repairs, the Contractor

shall reimburse the NSP for all invoices for labor, materials required, and the shipping/handling costs thereof to perform such repairs, within 30 days from presentation of such invoices. This shall only occur after the Contractor has been given reasonable time and fair opportunity to respond and correct the problem(s). The cost limitation for such repairs will not exceed the parts and labor replacement price of the repair.

- c) **Follow-On Maintenance Following Warranty Period**
The bidder shall include in the proposal a price for the follow-on maintenance described herein. The proposal price shall include a five year maintenance period following the warranty period and beginning 36 months after system acceptance. Annual renewal can occur automatically unless either party notifies the other in writing at least 90 days prior to expiration. The contractor must provide notice of warranty/maintenance period expiration ninety (90) days prior to such expiration.

d. MAINTENANCE OF BIDDER FURNISHED SOFTWARE

The NSP requires that the Contractor maintain all furnished software in a reliable operating condition, and incorporate the latest software changes applicable to the installed system.

- i. **Scope**
The bidder will describe the nature of their software maintenance coverage and program for maintaining reliable, efficient, and current software.
- ii. **Software Policy**
The maintenance contract pricing shall include providing and installing any system software patches, upgrades, enhancements, etc., developed by the software manufacturer during the maintenance contract period. The bidder shall describe the upgrade/enhancement methodology for each type of software provided.
- iii. **Extraneous Application Support**
The maintenance contract pricing shall include providing a documented number of hours of support for non-defective application support. This type of support will assist in system configuration, performance tuning, and other support that would normally fall outside the scope of a typical support call. The bidder shall describe their willingness and associated cost to assist the client with system issues of this nature.

e. Optional Components Approach

The optional components approach shall include a comprehensive written description of the bidder's project approach toward optional components and functionality. Each bidder shall identify any and all hardware, software, service, and ongoing operational requirements, beyond its baseline proposal, to fully implement optional functionalities. This shall be accompanied by a description of how the functions will operate from user and administrator perspectives in relation to the baseline NBLETS solution proposed. In addition, all costs, including associated with selecting and adding these optional components to

the system with initial implementation or at a later date shall be provided. NSP is interested in understanding the options that are available.

- i. Other Value-Added Services.
Bidders should understand that procurement is a unique opportunity for NSP to further enhance its NBLETS operations. As such, NSP may consider some or all optional functionality if financially feasible.
- ii. Each bidder shall also indicate, for each optional component, what elements above are already included in its proposed NBLETS solution.

14. SOFTWARE ESCROW REQUIREMENT

Upon contract execution, the Contractor shall place a complete set of the source code to all Contractor software provided under this agreement in object form in an escrow account managed by a neutral party for the benefit of the NSP, in accordance with the Source Code Escrow Agreement attached hereto in Attachment 1 to Appendix A. The Source Code will be released to the NSP in the event of the Contractor's material breach of this Agreement, the Contractor's abandonment of support and maintenance of the NSP's software, or the Contractor's abandonment of support and maintenance of the NSP's software to the extent that the NSP operations are severely impaired. In the event that the Source Code is released to the NSP, the NSP agrees to use it exclusively for internal purposes, to maintain its confidentiality, and to otherwise be bound by all other terms and conditions of this agreement not inconsistent with its possession and use of the Source Code

15. END OF CONTRACT TRANSITION RESPONSIBILITIES

The Contractor shall be responsible for end of contract activities at the completion of the contract to ensure that the transition from Contractor operations by the successor Contractor or the State occurs smoothly and without disruption to the State. End of Contract Transition activities will include planning, timely transfer of data and documentation specifically for Nebraska.

- a. Provide a draft detailed Turnover Plan prior to contract termination.
- b. Modify the Turnover Plan based upon the results of a review by the State.
- c. Transfer data, documentation, and other applicable materials to the State in accordance with the approved Turnover Plan.
- d. Provide technical and professional support to the State and/or a successor vendor in support of the turnover.
- e. Prepare and submit initial draft through final deliverables for State review, comment, and approval.

E. REQUIREMENTS MATRICES

1. RESPONSES TO REQUIREMENTS IN MATRICES

Section IV.E.18 and IV.E.20 of this document contain the detailed functional and technical requirements for the NBLETS Replacement Project. In responding to the requirements regarding functions, features, and reporting capabilities, for each requirement bidder must select the response option that accurately indicates its current or future ability to provide each requirement by using "CC", "FR", "CD", or "NA", as defined in Table 22 below. Bidder responses will be balanced against the system approach and architecture model proposed. The table below describes the response boxes in the attachments.

TABLE 22		
ID	Response Options	Definition
1	CC - Current Capability or Configurable Item	Requirement will be met by the proposed future message switch solution that is installed and operational in other states and can be readily demonstrated to NSP. <i>The cost of requirements receiving this response must be included in the cost of the base package, and the requirements must be delivered with the baseline solution at installation.</i>
2	FR - Future Release	Requirement will be met by a future release of the product. <i>The cost of requirements receiving this response must be included in the cost of the base package, and the requirements must be delivered within 1 year of baseline solution installation.</i>
3	CD - Custom Development	Requirement will be met by package software currently under development, in beta test, or not yet released. <i>The cost of requirements receiving this response must be included in the cost of the base package, and the requirements must be delivered with the baseline solution at installation.</i>
4	NA - Not Available	Requirement cannot be provided either as part of the baseline solution or future enhancement.
5	DM - Demonstration Method	For all requirement IDs except those marked as Not Available, bidders must include a <i>brief description or indication</i> of how each requirement is met, is provided for in the solution, and can be tested for the purposes of requirements traceability. Examples of these indications might be: documentation (include citations), application/software functionality, and reports.

It is important to note the following:

- a. Responses are necessary for each requirements entry in Section IV.E.18, IV.E.20 and their subsections. An omitted response will be assumed to be the same as a response of Not Available.
- b. Any response other than Not Available necessitates that the requirement will be provided within the quoted budget and at the time of installation (or within 1 year for a response of Future Release).
- c. All costs associated with each response must be included in the Cost Schedules (FORM F) with the RFP.
- d. Bidders must provide detailed explanations of how those requirements marked as Current Capability or Configurable Item are met by following the instructions in the response section of the RFP. Reference IV.E.1.
- e. Bidders must provide detailed explanations of how those requirements marked as Future Release will be met by following the instructions in subsections IV.E.1.

- f. Bidders must provide detailed explanations of why they chose not to provide those requirements marked as Not Available by following the instructions in subsections IV.E.1.

NSP seeks bidder solutions that meet most, if not all, requirements with no or minimum customization. If customization is required, it is expected that the cost to meet these requirements is already inherent in the cost of the base package. In instances where this is not the case, all additional costs must be included on the Cost Schedules (FORM F). Bidders must provide detailed explanations of how those requirements marked as Custom Development will be met by following the instructions in subsection IV.E.1. NSP will not be responsible for paying any custom-development costs not included in the bidder's response.

2. FUNCTIONAL REQUIREMENTS

Methods for functional requirements are described below. A brief explanation of the interrelationships of the two models will be located after Functional Requirements have been explained.

Functional Requirements for the future NBLETS solution are categorized into elements – business process, analysis, action and decision, and work flow.

- f. Business Process – Is the core functional business components of the future NBLETS environment. This includes the modules necessary to meet business needs such as data entry, query, maintenance, and results.
- g. Analysis – The components required of the future NBLETS solution in relations to the use of the data captured for analytical decision making. Requirements here include various types of online and hard-copy reporting requirements.
- h. Action and Decision – The components required to allow users of the future NBLETS solution to aid business decisions based on the analytical information presented.
- i. Work Flow – The requirements relative to the routing, verification, and storage of information in the future NBLETS environment.

3. RELATIONSHIPS OF FUNCTIONAL AND TECHNICAL REQUIREMENTS

The purpose of the differing functional and technical requirements is straightforward. It is possible that a functional requirement can impact the technical architecture of the systems on numerous levels. For example, the functional requirements of entering or removing a person's record may have an impact on data structures, integration with the message switch applications, access restrictions, and security elements of the technical requirements.

4. FUNCTIONAL REQUIREMENTS MATRICES

a. BUSINESS PROCESS

The following presents the core functional business components of the future NBLETS environment. It also includes the modules necessary to meet business needs such as data query and messaging. Refer to IV.E.1. – TABLE 22 for response options.

ID.	General	Response	Demonstration Method
BP-1	The proposed solution must accommodate changes to existing message keys by NSP administrators and the addition of new message keys as required.		
Comments:			
BP-2	The proposed solution shall minimally provide all of the functionality of the current NBLETS environment		
Comments:			
BP-3	The proposed solution shall minimally provide the interface and protocol capabilities of the current NBLETS environment.		
Comments:			
BP-4	The proposed solution shall minimally provide the operational capacity of the current NBLETS environment, including photos.		
Comments:			
BP-5	The proposed solution shall provide transaction-level/group user authorization capabilities.		
Comments:			
BP-6	The proposed solution shall accommodate changes to production applications without impact to operations, and the vendor shall explain how this is accomplished.		
Comments:			
BP-7	The proposed solution shall provide a means for real-time end users notifications regarding system availability.		
Comments:			

ID.	General	Response	Demonstration Method
BP-8	The proposed solution shall provide an originating agency identifier (ORI) table that includes not only agency name, but also mailing address, physical address, telephone number, alternate telephone number, fax number, secondary fax number, terminal agency coordinator, terminal or device ID, etc. This information must be available so that various pieces of information can be extracted and used, depending on the purpose.		
Comments:			
BP-9	The proposed solution shall be capable of processing batch transactions from local agencies (e.g., processing a group of inquiries on a batch of data items or processing groups of record entries or modifications).		
Comments:			
BP-10	The proposed solution shall provide a description of the system's ability to meet the online storage requirements. Note any impacts on system performance and recommendations for an alternate approach to having access to detailed transactions for retrieval and analysis.		
Comments:			
BP-11	The proposed solution shall include use of and descriptions of the standard techniques utilized that enable scalability, security, and integrity.		
Comments:			
BP-12	The proposed solution shall handle errors (both user and application) in a consistent manner with the display of a message that indicates the problem.		
Comments:			
BP-13	The proposed solution shall provide editing capabilities for correction of errors in data.		
Comments:			

ID.	General	Response	Demonstration Method
BP-14	The proposed solution shall utilize application server technology that allows tasks to be off-loaded onto other computers or processors to prevent a loss in performance as system usage grows.		
Comments:			
BP-15	The proposed solution shall allow users to receive priority messages first, regardless of what other information is queued.		
Comments:			
BP-16	The proposed solution shall utilize compression techniques for data, message, and image packets to maximize system performance, including an explanation of the compression method used.		
Comments:			
BP-17	The proposed solution shall utilize encryption techniques to maximize protection from unauthorized access or monitoring per security policy, including an explanation of the encryption technique utilized.		
Comments:			
BP-18	The proposed solution shall accommodate network elements that may already be encrypted at the originating source.		
Comments:			
BP-19	The proposed solution shall utilize sequential message and response return techniques to improve performance and timeliness of information.		
Comments:			
BP-20	The proposed solution shall support the linking of all responses to the queries that triggered them.		
Comments:			

ID.	General	Response	Demonstration Method
BP-21	The proposed solution shall support queries to the Nebraska SOR, Computerized Criminal History (CCH), and Records Information Tracking System (RITS) in conjunction with the standard name query.		
Comments:			
BP-22	The proposed solution shall support and provide a method for NSP's timely receipt and utilization of updates to NCIC (or other) code tables.		
Comments:			
BP-23	The proposed solution shall support the identification and credentialing of individual users on the local agency interface to NBLETS.		
Comments:			
BP-24	The proposed solution shall allow automatic printing of message as specified.		
Comments:			

b. ANALYSIS

The following presents the components required of the future NBLETS solution relative to the use of the data captured for subsequent analytical decision making, including various types of online and hard copy reporting requirements. Refer to IV.E.1. – TABLE 22 for response options.

ID.	Analysis	Response	Demonstration Method
AN-1	The proposed solution shall track every transaction and messaging action (auditing).		
Comments:			
AN-2	The proposed solution shall provide all reports in a format that is viewable online. The solution shall provide the capability to print or export any report.		
Comments:			
AN-3	The proposed solution shall have online detailed transaction logs for an NSP-configurable period of time.		
Comments:			

ID.	Analysis	Response	Demonstration Method
AN-4	The proposed solution shall provide the capability to export data into any of the standard and commercially available software/report packages or formats such as: .xls, .csv, .txt, PDF, and XML.		
Comments:			
AN-5	The proposed solution shall provide the ability to modify report headers, exclude columns, sort by and/or filter on any key data field (including filtering on date range), and save any modified report format for subsequent use.		
Comments:			
AN-6	The solution shall provide standardized daily, weekly, monthly and yearly system management and quality assurance reports.		
Comments:			
AN-7	The solution shall provide the ability to create/generate custom or ad hoc reports as determined by the user on any of the data elements in the NBLETS database.		
Comments:			
AN-8	The solution shall provide the ability to generate validation reports on demand.		
Comments:			
AN-9	The proposed solution shall maintain an audit trail and have the ability to query the audit data based on specific search criteria.		
Comments:			
AN-10	The proposed solution shall provide both predefined reports and an ad hoc reporting tool (which includes reports on system management and end-user metrics that are available in real time), and it shall accommodate changes to these reports by NSP staff without vendor intervention.		
Comments:			

ID.	Analysis	Response	Demonstration Method
AN-11	The proposed solution shall be capable of supporting and providing reports defined by and to be used by NBLETS auditors. These reports shall also be made available in real time via some NBLETS transaction to be authorized via the user provisioning screen.		
Comments:			
AN-12	<p>The proposed solution shall provide a set of standard system and data reports for message switch operations, minimally including the following:</p> <ul style="list-style-type: none"> • List of transaction types (warrants, missing, etc.) for various agencies run over a user-defined period. • List of all reports under a certain ORI for a given message key and record type. • Ability to schedule reports. 		
Comments:			
AN-13	The proposed solution shall be capable of printing any of the reports or other outputs at administratively configurable locations/printers.		
Comments:			
AN-14	The proposed solution shall be capable of supporting a reporting function that can minimally provide data by reporting jurisdiction.		
Comments:			
AN-15	The proposed solution shall be capable of producing daily activity reports by operator, terminal, ORI, etc.		
Comments:			
AN-16	The proposed solution shall be capable of producing an audit trail of all user logon transactions, including password resets. A maximum number of login attempts will be set.		
Comments:			

ID.	Analysis	Response	Demonstration Method
AN-17	The proposed solution shall provide access to audit trails for authorized users, based on configurable security roles. These audit logs shall come with robust reporting and search tools.		
Comments:			

c. ACTION AND DECISION

The following describes the components required to allow users of the future NBLETS solution to render business decisions based on the analytical information presented. These decisions will have a downstream effect on other system users. For example, notifications can be made to validate information contained in the system prior to enforcement action being taken. Refer to IV.E.1. – TABLE 22 for response options.

ID.	Action and Decision	Response	Demonstration Method
AD-1	<p>The proposed solution must be able to handle enforcement of the 10-minute rule.</p> <p>1st Request: Upon receipt of an urgent request for hit confirmation, the entering agency must provide a substantive answer within 10 minutes.</p> <p>2nd Request: If no confirmation is received, the system sends another request to the agency and to the designated State control point.</p> <p>3rd Request: State of Nebraska.</p> <p>If no response is received within 10 minutes and the ORI is a Nebraska ORI and the destination agency is also a Nebraska ORI, a third request is sent to the agency and the designated CSA terminal -- NSP. This request must formulate the coded fields to plain language similar to the NLETS translation of the coded fields from the appropriate message key.</p> <p>3rd Request: Outside the State of Nebraska</p> <p>If the request is going to another State, a third request is sent to the agency, NCIC, and designated CSA terminal -- NSP.</p>		

ID.	Action and Decision	Response	Demonstration Method
Comments:			
AD-2	The proposed solution shall support a record validation process by which responsible parties are automatically notified in advance of the need to validate within a specific time frame, records are deleted, and parties are notified of the deletions.		
Comments:			
AD-3	The proposed solution shall provide subscription and notification capabilities (e.g., receiving notification that the status of a previous record inquiry has changed).		
Comments:			

d. WORK FLOW

The following describes requirements related to the routing, verification, and storage of information in the future NBLETS environment. Refer to IV.E.1. – TABLE 22 for response options.

ID.	General Work Flow	Response	Comments
WF-1	The proposed solution shall ensure that administrative messages can be sent or routed to: <ul style="list-style-type: none"> • Users and groups of users. • Agencies and groups of agencies. • Defined devices. • Computer interfaces. • Any of the above within a defined geographic radius or defined group. 		
Comments:			
WF-2	The proposed solution shall allow for the maintenance of user-defined, reusable group destination codes or lists of users.		
Comments:			
WF-3	The proposed solution shall enable configurable routing based on message or transaction type and content. For example, a hit on a wanted person destined for a mobile device is automatically “copied” to a dispatch center device.		

ID.	General Work Flow	Response	Comments
Comments:			
WF-4	The proposed solution shall provide guaranteed message and transaction delivery, including an explanation of how this is accomplished.		
Comments:			
WF-5	The proposed solution shall provide for optional message and transaction escalation and alternative delivery. For example, Agency A experiences a power outage, so Agency B is designated to receive Agency A's messages.		
Comments:			
WF-6	The proposed solution shall provide queuing that allows messages and transactions to accumulate for subsequent delivery in the event of connectivity or system downtime; such queues are to be configurable by NSP both by duration and message type.		
Comments:			
WF-7	The proposed solution shall allow messages to queue and present them based on message priorities.		
Comments:			
WF-8	The proposed solution shall allow users to directly update (modify, cancel, locate, clear) records.		
Comments:			
WF-9	The proposed solution shall provide a mechanism for making users aware that messages or responses have been received.		

5. TECHNICAL REQUIREMENTS

The following presents the framework for the technical requirements. Methods for technical requirements are described below. A brief explanation of the interrelationships of the two models will be located after function Requirements have been explained.

Technical requirements for the future NBLETS solution are categorized into elements – infrastructure, applications, publication, integration, strategic and tactical analysis, and management and administration.

- a. Infrastructure – Denotes the components which provide technology solutions that deliver secure and reliable systems. This layer includes primarily hardware and networking components.
- b. Applications – Addresses the components required of the software solutions that ensure operability in the target environment. This layer includes software platform, storage, and data model requirements.
- c. Publication – Outlines the components required to ensure user access to information captured by the desired solution. These include the indexing of global search engines, report-writing services, data transformation services, and subscription and notification systems.
- d. Integration – Denotes the components relative to the exchange of information between the future NBLETS and related criminal justice systems. Requirements here relate to the interfaces that move information between systems at a predetermined time (i.e., batch and/or real-time interfaces).
- e. Strategic and Tactical Analysis – Provides complex relational information to criminal justice users from existing information systems. The components include summary data sets that can be used to build comprehensive data warehouses which are designed to drive business decisions between organizations.
- f. Management and Administration – Represents the components associated with the management and administration of the system, which include the elements necessary to ensure successful operation in the desired technical environment, as well as applicable standards and bidder support.

6. TECHNICAL REQUIREMENTS MATRICES

a. INFRASTRUCTURE

The table below describes elements that provide technology solutions and deliver secure and reliable systems. These elements are primarily hardware and networking components. Refer to IV.E.1. – TABLE 22 for response options.

ID.	General	Response	Demonstration Method
IN-1	The proposed solution shall utilize a system architecture that is open, nonproprietary, and portable.		
Comment:			
IN-2	The proposed solution shall be adaptive and use extensible architecture for future expansion and scalability without the need for major architectural modifications.		
Comment:			

ID.	General	Response	Demonstration Method
IN-3	The proposed solution shall provide system diagnostics, including, but not limited to, error correction and detection.		
Comment:			
IN-4	The operational production availability of the proposed solution shall be at least 99.999 percent on a 24/7 basis, including a description/justification of how the solution will meet this reliability requirement.		
Comment:			
IN-5	The proposed solution shall be capable of supporting test, training, and development environments.		
Comment:			
IN-6	The proposed solution's processing time shall be 2 seconds or less, unless the operation is external to NBLETS; the vendor shall include a description of how the solution will meet this response requirement as well as methods for verification of performance.		
Comment:			
IN-7	The proposed solution shall allow the addition of third-party hardware and software components through open architecture.		
Comment:			
IN-8	The proposed solution shall provide a description of each system configuration and its ability to meet the availability specification. The vendor shall include a system diagram, previous experience achieving these performance specifications, and options.		
Comment:			
IN-9	The proposed solution shall be compatible with Internet Protocol (IP) networking standards.		
Comment:			

ID.	General	Response	Demonstration Method
IN-10	The proposed solution shall support Simple Network Management Protocol (SNMP) and the Web-based tool set for secure centralized control of the system using an enterprise management platform.		
Comment:			
IN-11	The proposed solution shall be compatible with current wired networking standards for NSP.		
Comment:			
IN-12	The proposed solution shall support TCP/IP addressability for all components throughout the network.		
Comment:			
IN-13	The proposed solution shall support individual device IDs within agencies (ORI) that can be addressed for the purposes of message routing.		
Comment:			
IN-14	Client software and updates must be provided in .msi and .exe formats for efficient software deployments.		
Comment:			
IN-15	The proposed solution shall be designed to support the addition of hardware and capacity to accommodate increases in NBLETS throughput and workload a 8-year period. Bidders shall identify the system requirements necessary to achieve this.		
Comment:			
IN-16	The proposed solution shall provide NSP with the right to contract directly with hardware providers for servers if it believes it is in its best interest to do so. Vendors shall identify their preferences for a hardware acquisition approach.		
Comment:			

b. APPLICATIONS

The following table describes components required of the software solutions that ensure operability in the target environment and includes software platform, storage, and data model requirements: Refer to IV.E.1. – TABLE 22 for response options.

ID.	General	Response	Demonstration Method
AP-1	The proposed solution shall support multilevel security to restrict access and control functionality.		
Comment:			
AP-2	The proposed solution shall allow for the establishment of user accounts and passwords within the parameters of, and shall be fully compliant with, the guidelines and specifications established in the FBI Criminal Justice Information Services Security Policy 4.5.		
Comment:			

ID.	General	Response	Demonstration Method
AP-3	<p>The proposed solution shall allow the agency to define how long a password will remain valid within the following secure password attributes established by and in compliance with the FBI Criminal Justice Information Services Security Policy:</p> <ul style="list-style-type: none"> • Minimum length of eight characters. • Not a dictionary word or proper name. • Not the same as the user ID. • Changed at a maximum of every 90 days. • Prevents reuse of the last 10 passwords. • Shall not be transmitted in the clear, outside the secure domain. • Nebraska's current requirement is for password to be between 8 and 20 characters. Minimally include one alphabetical, one numeric, and one special character (allowing only @ # \$ % &). Cannot contain the users First Name, Last Name or UserID. Cannot contain any lower case letters. Prevents reuse of the last 12 passwords, and shall be changed at a maximum of every 90 days. . <p>User account termination shall be automatic based on certification date or cancellation by an authorized manager-level command.</p>		
Comment:			

ID.	General	Response	Demonstration Method
AP-4	<p>The proposed solution shall utilize user profiles to determine system access to the following:</p> <ul style="list-style-type: none"> • “Read” access to any data. • “Add” access to any data. • “Modify” access to any data. • “Delete” access to any data. • Each function key for which access is granted. • Each command for which access is granted. • User classification or role. • Production (live) or training mode. 		
Comment:			
AP-5	<p>The proposed solution shall require users to log on to the system before receiving access to any function. This sign-on shall include, at a minimum:</p> <ul style="list-style-type: none"> • A unique user ID and password. 		
Comment:			
AP-6	<p>The proposed solution shall allow for the ability to change password at setup, at sign-on, and during the course of a logged-in session.</p>		
Comment:			
AP-7	<p>The proposed solution shall provide a means for users to recall or reset their password using techniques including, but not limited to:</p> <ul style="list-style-type: none"> • Forgot My Password techniques used extensively on Internet sites. • Challenge questions and answers established during user setup. • If the user successfully answers the challenge question, provide a temporary complex password and require a new user password upon successful session sign-on. • Ability for the terminal agency coordinator to reset a password if necessary. 		

ID.	General	Response	Demonstration Method
Comment:			
AP-8	The proposed solution shall be able to be configured such that users are notified of impending password expiration. If a user's password has expired, the system shall prompt the user to change the password at sign-on.		
Comment:			
AP-9	The proposed solution shall store a configurable number of previous passwords for each user and not allow the user to set the new password to any of these previous values.		
Comment:			
AP-10	The proposed solution shall support user roles or classifications that can be dynamically assigned at sign-on to permit users with the proper security level to sign on at any system workstation, local or remote. This classification shall be defined by user capabilities.		
Comment:			
AP-11	The proposed solution shall afford system administrators the ability to easily update security parameters while the system is online.		
Comment:			
AP-12	The proposed solution shall lock user accounts that have been inactive (no sign-on activity) for a specified period of time (NSP-configurable 180 days). Such accounts can only be unlocked by a terminal agency coordinator or NSP administrator.		
Comment:			
AP-13	The proposed solution shall have the capability to automatically log off users that have been inactive for a specified period of time (NSP-configurable hours). Users can simply sign back on to system to resume activity.		
Comment:			

ID.	General	Response	Demonstration Method
AP-14	The proposed solution shall support Web services.		
Comment:			
AP-15	The solution shall support the use of pointing devices, hot keys, key combinations, buttons, and hyperlinks.		
Comment:			
AP-16	<p>The solution shall provide for:</p> <ul style="list-style-type: none"> • A visual distinction between mandatory and non-mandatory fields. • Validation of data upon submission of the screen for posting. • Display of errors on the appropriate screen for the user. 		
Comment:			
AP-17	<p>The future NBLETS solution environment will contain the following:</p> <ul style="list-style-type: none"> • Windows Server 2008 OS • SQL Server 2008 as the database 		
Comment:			
AP-18	The proposed solution shall utilize a recognized and commercially available NYIIS Soundex product.		
Comment:			
AP-19	The proposed solution shall minimally be capable of running on the Windows XP operating system for the client interface application.		
Comment:			
AP-20	The proposed solution shall provide a user interface with a primary inquiry form or master inquiry form or presentation that includes all of the common inquiries (80 to 100 percent of all inquiries available).		
Comment:			

ID.	General	Response	Demonstration Method
AP-21	The proposed solution shall provide users with a highly integrated set of application modules offering a consistent user interface in order to minimize user training and system administration, including all of the functionality supported in the current NBLETS environment.		
Comment:			
AP-22	The proposed solution shall provide a command line, as well as screen forms, for user entry. Users shall be able to enter data on the command line without affecting operations in the forms or other work area.		
Comment:			
AP-23	The proposed solution shall allow tasks to be entered by keystroke and/or mouse action. However, the system shall allow all commands to be initiated by keystroke if desired.		
Comment:			
AP-24	The proposed solution shall provide standard GUI items, such as drop-down menus, to make selection easier for frequently used fields, such as message keys, all code tables, and agency IDs.		
Comment:			
AP-25	The proposed solution shall support "auto complete" functionality for code table lookups as the user begins to enter data in the code table lookup field.		
Comment:			
AP-26	The proposed solution shall support automated updates to the user application.		
Comment:			
AP-27	The proposed solution shall support pre-fill fields in appropriate pre-formatted screens, eliminating redundant data entry and without impacting the usability.		

ID.	General	Response	Demonstration Method
Comment:			
AP-28	<p>The proposed solution shall provide quick entry methods such as hot keys to minimize the keystrokes required to perform inquiries. Such hot keys would enable the entry of single data inquiries on the command line, and the inquiry would then be executed according to the hot key used. The single data inquiries include:</p> <ul style="list-style-type: none"> • Operator's license number (OLN). • License plate number. • Name. • Vehicle identification number. 		
Comment:			
AP-29	<p>The proposed solution shall provide menus to facilitate access to less frequently used functions and to aid users with applications used infrequently.</p>		
Comment:			
AP-30	<p>The proposed solution shall allow users to move forward and backward to complete data fields.</p>		
Comment:			
AP-31	<p>The proposed solution shall allow users to correct spelling errors without having to retype the entire field.</p>		
Comment:			
AP-32	<p>The proposed solution shall provide users with standard form navigation and allow easy movement from one work area to another via mouse or keyboard.</p>		
Comment:			

ID.	General	Response	Demonstration Method
AP-33	The proposed solution shall provide hot keys for frequently used functions and associate them with the user profile. Hot keys will be standard key assignments (e.g., F1 through F10), and user keys would be optional key assignments (e.g., Shift F1 through F12, Alt F1 through Alt F12, Ctrl F1 through Ctrl F12 or any combination of Alt, Shift and Ctrl keys).		
Comment:			
AP-34	The proposed solution shall enable users to recall (configurable by NSP) and resend recently sent messages. The solution shall also support Windows cut-and-paste functionality.		
Comment:			
AP-35	The proposed solution shall enable users to recall a previous hot file entry (recent) form, to update as necessary and to reenter the record as a new entry (frequent reentry of habitual runaways/missing persons, etc.).		
Comment:			
AP-36	The solution shall provide default, configurable values for fields based on previous input, referential lookup, or other mechanisms. It shall incorporate currently used defaults.		
Comment:			
AP-37	The solution shall provide lookup tables for valid values for fields.		
Comment:			
AP-38	The proposed solution shall maintain all codes in all system code tables with start and end dates.		
Comment:			
AP-39	In order to accurately disseminate historical data, the solution shall provide for storage of the code value at the time of record data entry for code-driven fields.		
Comment:			

ID.	General	Response	Demonstration Method
AP-40	The proposed solution shall have the capability to execute scheduled, unattended online system backups without affecting system performance.		
Comment:			
AP-41	The proposed solution shall have the ability to restore from system backups.		
Comment:			
AP-42	The solution shall provide robust system backup/archiving tools and strategies.		
Comment:			
AP-43	The proposed solution shall provide a logging feature that logs entries, changes, and/or deletions to any configuration data (data transaction recovery log).		
Comment:			
AP-44	The proposed solution shall process data in real time. This means that any parameter change or data change shall be done while the system is online. The change shall take effect immediately.		
Comment:			
AP-45	The proposed solution shall include live, training/test, and development systems. The user's access level needs to allow the user to be able to select the system that corresponds with the desired system.		
Comment:			
AP-46	The proposed solution shall support ODBC compliant relational database technology. SQL Server 2008.		
Comment:			
AP-47	The solution shall provide for access to and manipulation of the data in the database through a standard management system.		
Comment:			

ID.	General	Response	Demonstration Method
AP-48	The solution shall provide the ability to view the application at various levels, from high-level data flows to the actual code level.		
Comment:			
AP-49	The solution shall provide tools for monitoring and enhancing database organization and performance.		
Comment:			
AP-50	The solution shall provide tools for database design and development, including documentation, diagramming, normalization, database generation, screen design and generation, report design and generation, and procedure maintenance tools.		
Comment:			
AP-51	The solution shall provide for the development and maintenance of relational database structures for the support of NBLETS.		
Comment:			

c. PUBLICATION

The table below lists components required to ensure user access to information captured by the desired solution and includes such elements as global search engine indexing, report-writing services, data transformation services, and subscription and notification systems. Refer to IV.E.1. – TABLE 22 for response options.

ID.	Dissemination and Reports	Response	Demonstration Method
PU-1	The proposed solution shall have the ability to interface to an ad hoc reporting tool, preferably SQL Server Reporting Services 2008, which allows trained users to create reports from data.		
Comment:			
PU-2	The proposed solution shall have a report batch monitor that controls the number of reports that may be run at a given time for each server.		
Comment:			

PU-3	The proposed solution shall have a report scheduler that can schedule reports to be automatically run at user-defined times.		
Comment:			
PU-4	The proposed solution shall provide the ability to load a Microsoft Word file onto the system that is then available as a bulletin to advise of system updates and other information.		
Comment:			
PU-5	The proposed solution shall support reports, both of real-time and snapshot data, which are publishable to an intranet or the Internet.		
Comment:			

d. INTEGRATION

The table below describes components involved in the exchange of information between the future NBLETS and related public safety systems. Requirements here are relative to the interfaces that move information between systems at a predetermined time (i.e., batch and/or real-time interfaces). Refer to IV.E.1. – TABLE 22 for response options.

ID.	Interfaces	Response	Demonstration Method
IT-1	The proposed solution shall be capable of interfacing with NCIC system files, including the FBI NICS Denied Persons file.		
Comment:			
IT-2	The proposed solution shall be capable of interfacing with NLETS.		
Comment:			
IT-3	The proposed solution shall be capable of interfacing with the Nebraska PCH system		
Comment:			
IT-4	The proposed solution must be capable of seamlessly interfacing with all current NBLETS interfaces on the first day of implementation (i.e., CAD, RMS, mobile data terminal [MDT], local systems).		
Comment:			

ID.	Interfaces	Response	Demonstration Method
IT-5	The proposed solution shall be capable of interfacing with NLETS photo sharing in conjunction with NSP and Motor Vehicle Division (MVD) photos.		
Comment:			
IT-6	The proposed solution shall be capable of interfacing with Nebraska MVD and photo sharing.		
Comment:			
IT-7	The proposed solution shall enable external system interfaces to send properly formatted NCIC messages and transactions.		
Comment:			
IT-8	The proposed solution shall support the Global Justice XML Data Dictionary (GJXDD), GJXDM, and the NIEM XML data model.		
Comment:			
IT-9	The proposed solution shall be able to query/exchange data in the NIEM reference model format.		
Comment:			
IT-10	The proposed solution shall support electronic data access to third-party systems for query/exchange (for example, Web services, ODBC, data warehouse/flat file, API).		
Comment:			
IT-11	The proposed solution shall explain the approach to Web services.		
Comment:			
IT-12	The solution shall support authentication of an electronic report/interface data source.		
Comment:			
IT-13	The proposed solution shall have the ability to search multiple external systems and/or databases via a single query.		
Comment:			

ID.	Interfaces	Response	Demonstration Method
IT-14	The proposed solution shall have the ability to receive and respond to queries from authorized external systems and/or databases.		
Comment:			
IT-15	The proposed solution must have the hot files reside on the switch.		
Comment:			
IT-16	The NSP development team shall be able to customize and create new queries		
Comment:			
IT-17	The system shall be capable of configuration for inquiries, so that NSP can add or access additional databases in the future, without having to access bidder involvement.		
Comment:			
IT-18	The proposed solution shall have the ability to access mug shots and other image information stored in any other NSP repository.		
Comment:			
IT-19	The proposed solution shall have the ability to access other documents or images stored in a specified repository.		
Comment:			
IT-20	The proposed solution shall have the ability to retrieve and route images stored in a specified repository.		
Comment:			
IT-21	The proposed solution shall have the ability to retrieve and route other documents or images stored in a specified repository.		
Comment:			
IT-22	The proposed solution shall afford the user the ability to save or print images regardless and independent of the response.		
Comment:			

e. STRATEGIC AND TACTICAL ANALYSIS

Enhanced strategic and tactical analysis is achieved with a system that successfully addresses the functional layers above. The components detailed in the table below provide complex relational information to criminal justice users from existing information systems. The components include summary data sets that can be used to build comprehensive data warehouses designed to drive business decisions between organizations. Refer to IV.E.1. – TABLE 22 for response options.

ID.	Strategic and Tactical Analysis	Response	Demonstration Method
ST-1	The proposed solution shall support “delayed inquiry” functionality wherein new inquiry data is compared with similar inquiry types for the past 10 days (time period configurable by NSP). Information about any matches on similar inquiries run with the same data (data element, inquiring agency and user, and any notes associated with the inquiry) shall be returned to the user.		
Comment:			
ST-2	The proposed solution shall support the addition of inquiring user notes to a recently conducted inquiry (e.g., license plate, OLN).		
Comment:			
ST-3	The proposed solution shall support the ability of the end user to mine log, activity, and transaction files to recall actions and responses for a period of time configurable by NSP.		
Comment:			
ST-4	The proposed solution shall be capable of harvesting data from a response (e.g., the registered owner name and date of birth from a vehicle or plate inquiry) and auto-generate another inquiry (e.g., a standard name inquiry to NCIC) based on that data element.		
Comment:			

f. MANAGEMENT AND ADMINISTRATION

The table below lists components associated with the management and administration of the system, including the components necessary to ensure successful operation in the desired technical environment, as well as applicable standards and vendor support. Refer to IV.E.1. – TABLE 22 for response options.

ID.	System Administration	Response	Demonstration Method
MA-1	The proposed solution shall provide communication link self-monitoring capabilities such that it identifies when a connection is unavailable and notifies the designated system administrator of the outage by predefined notification means (e.g., pager, telephone, e-mail).		
Comment:			
MA-2	The proposed solution shall provide for software upgrades/maintenance that do not affect the production system (no downtime) in a virtualized or non-virtualized environment.		
Comment:			
MA-3	The proposed solution shall provide support for all current and proposed NCIC mandates.		
Comment:			
MA-4	The proposed solution shall include the necessary company and staff resources to implement the proposed system, including a detailed explanation of these resources and plans in project management and staffing plans.		
Comment:			
MA-5	The solution shall enable every component of the message switch system to be modified by system administrators to meet changing federal and State standards without the need to contract with a vendor to make changes.		
Comment:			
MA-6	Vendors shall provide an explanation of their service and support philosophy, how it is carried out, and how success is measured.		
Comment:			

ID.	System Administration	Response	Demonstration Method
MA-7	The proposed solution shall provide ongoing services and support, including, but not limited to, the following: toll-free 24/7 customer service, annual training classes, an online customer service Web site, and online software maintenance.		
Comment:			
MA-8	The proposed solution shall provide a thorough description of help desk services, including dial-in, Web support, and ongoing maintenance.		
Comment:			
MA-9	To maintain configuration integrity, the proposed solution shall support configuration control for all configurable elements, including auditing, rollback, roll-forward, and configuration change transactions with the ability to both import and export configurations.		
Comment:			
MA-10	Provide at least two expense paid trip per year to vendor's user's conference.		
Comment:			
MA-11	The proposed solution shall comply with established NSP and State of Nebraska technology standards and policies.		
Comment:			
MA-12	The solution shall be compliant with all standards and policies outlined in section VI.C.5 of the RFP.		
Comment:			
MA-13	The solution shall comply with FBI Criminal Justice Information Services Security Policy (V4.5), December 2008 or latest.		
Comment:			
MA-14	The proposed solution shall comply with NCIC response time and performance requirements.		

ID.	System Administration	Response	Demonstration Method
Comment:			
MA-15	The proposed solution shall meet delivery and transmittal requirements for NCIC 2000 and NLETS.		
Comment:			
MA-16	The proposed solution shall use standard NCIC codes and descriptors.		
Comment:			
MA-17	The proposed solution shall comply with NIEM and GJXDM standards.		
Comment:			
MA-18	The proposed solution shall provide a training environment, especially for hot file entry and maintenance. This environment shall simulate complete hot file entry and maintenance functionality, validation, and response, without sending to NCIC.		
Comment:			
MA-19	The proposed solution shall provide access to online system help files that describe fields, forms, and data requirements, as well as procedures from system documentation.		
Comment:			
MA-20	The proposed solution shall provide access to online NCIC manual files that describe fields, forms, and data requirements, as well as procedures and automatic updates.		
Comment:			
MA-21	The proposed solution shall provide access to online NLETS manual files that describe fields, forms, and data requirements, as well as procedures and automatic updates.		
Comment:			

ID.	System Administration	Response	Demonstration Method
MA-22	The proposed solution shall provide access to online NBLETS manual files that describe fields, forms, and data requirements, as well as procedures and automatic updates of the manual by NSP administrators.		
Comment:			
MA-23	The proposed solution shall provide the ability to query the NBLETS manual and to allow automated updates by NSP administration.		
Comment:			
MA-24	The proposed solution shall provide a detailed user-training program and include a syllabus of each class and sample training manual.		
Comment:			
MA-25	The proposed solution shall provide sufficient training for the number and type of users described in the training plan outlined in the Section IV.D.11 of the proposal. This includes providing training during evening and night shifts. Vendors shall provide a detailed definition of the number of training classes, class duration, class size, and class location.		
Comment:			

V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Cost Proposals. 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:

- a. SIGNED "State of Nebraska Request For Proposal For Contractual Services" form;
- b. Executive Summary;
- c. Corporate Overview; and
- d. 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.

This information should be filled out on Form D – Bidder Strength and Stability Form.

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 twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

g. CONTRACT PERFORMANCE

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

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other party's name, address and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past ten (10) 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. Two of which, the bidder must have successfully completed implementations for State-level Law Enforcement message switches of comparable size and complexity to NSP's needs.

NSP is concerned about the overall company strength and viability to support NSP with this solution. NSP views this procurement as a long-term technology investment and seeks to ensure that bidders can accomplish the NBLETS Replacement Project.

Bidders must submit references, along with contact information, for the qualifying experience of message switch solution implementations by using the Bidder References Form (FORM C).

Please be advised that the NSP Evaluation Committee will call the bidder references to confirm information. Bidders must have satisfactorily completed the qualifying project, as verified by the references, in order to receive evaluation points for this requirement.

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 (FORM C), a customer name (including the name of a contact person, a current telephone number, a facsimile number and e-mail address);
 - 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;
 - f) each project description shall identify the bidder's ability to interface with related systems. The referenced message switch solutions implemented must have included multiple integration points to other bidder-provided or custom State, local/county, and federal-level public safety systems, including the International Justice & Public Safety Information Sharing Network, NCIC, and local agency interfaces;
- ii. Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects; and
 - 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.

b. 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.

- i. The proposed project staff shall include the account manager, project manager, training personnel, and all other key staff to be assigned to the NBLETS Replacement Project. Bidders must provide an outline of all proposed individuals, including their major areas of responsibility during the project and the percentage of time that each will be dedicated to the project.
- ii. Specific guidelines for the bidder's project manager include the following:
 - a) Must be able to demonstrate a history of successful projects of a similar size, nature and complexity.
 - b) Must have a bachelor's degree.
 - c) Must be able to demonstrate a minimum of 5 years' project management experience.

Though not required, Project Management Professional (PMP) certification from the Project Management Institute, Inc. (PMI) would be a value-added qualification.

Resumes of all key proposed personnel are required and must include the following, at a minimum:

- i. Experience with the bidder.
- ii. Experience with projects related to public safety, especially message switch solutions.
- iii. Experience with projects similar in size, scope, and complexity to this project.
- iv. System design and development experience.
- v. System implementation and support experience.
- vi. System integration experience.

Bidders shall indicate any industry-acknowledged certifications (e.g., Capability Maturity Model Integration [CMMI], PMP, International Organization for Standardization [ISO]) that their organization or key proposed personnel have attained or are actively pursuing.

The description of experience must include specific responsibilities of bidder personnel and the number of years of their experience.

Each project referenced in a resume shall include the customer name, customer reference (including current telephone number), and time period of the project, as well as a very brief project description.

It is of note that NSP reserves the right to approve or reject any changes to the bidder's project manager or other key personnel after the contract award. NSP also reserves the right to require key personnel changes, with reasonable notice to the bidder, following contract award if NSP determines that such changes are in the best interest of the project.

c. 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:

a. Overview

Bidders must follow the outline below for the overall proposal. A more detailed explanation of the information sought by NSP in each subsection is also provided.

NOTE: Additional requirements identified throughout the RFP shall also be included this section.

- i. Table of Contents
- ii. Bidder Strength and Stability
- iii. Exceptions to Requirements of the RFP
 - a) Technical Response
 - b) Value-Added Options
- iv. Proposal Checklist

b. TABLE OF CONTENTS

A table of contents shall be included as a part of the overall proposal with cross-references between each RFP requirement and the specific page of the response to the requirement.

c. BIDDER STRENGTH AND STABILITY

In addition to the Corporate Overview information in required by Sections V.A.3, which includes references and key personnel resumes, the bidder must complete the Bidder Strength and Stability Form (FORM D). If the proposal involves multiple bidders, be sure to include relevant information for each bidder. Please provide a clear and concise response to each question.

d. TECHNICAL RESPONSE

Bidders must follow the outline below for the Technical Response section of the overall proposal. A more detailed explanation of the information is available in the RFP section referenced.

Proposal Outline

ID	Proposal Component	RFP Reference
1.	Scope of Work Acknowledgement	IV.D.1
2.	Overall Solution Approach	IV.D.2
3.	Project Management Plan	IV.D.3
4.	Risk Management Plan	IV.D.4
5.	Implementation Plan	IV.D.5
6.	Data Conversion Plan	IV.D.6
7.	Business Continuity Solution	IV.D.7
8.	Migration Plan	IV.D.8
9.	Fail-Back Plan	IV.D.9
10.	Test Plans	IV.D.10
11.	Training Plan	IV.D.11
12.	System Documentation Approach	IV.D.12
13.	Maintenance and Support Plans	IV.D.13
14.	Software Escrow Requirement	IV.D.14
15.	End of Contract Transition Plan	IV.D.15
16.	Completed Requirements Matrices	IV.E

e. ADDITIONAL VALUE-ADDED OPTIONS

Bidders are encouraged to provide descriptions of any other value-added services that are not already referenced by specifications included within this RFP. Any value-added options may be presented as optional components when there are associated additional costs. The Technical Response section shall include a comprehensive and written description of the bidder's approach to all value-added options that may be provided.

The value added option is to be associated with additional costs and, as a result, is to be included as an optional component on the Cost Schedule P – Optional Components (FORM F).

f. PROPOSAL CHECKLIST

Bidders must complete and attach the Proposal Checklist (FORM E).

Bidders may attach other materials that they feel may improve the quality of their responses. However, these materials shall be included as items in a separate appendix.

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.

NSP is interested in understanding all of the costs associated with the proposals for the NBLETS Replacement Project.

Each bidder is required to submit a complete set of Cost Schedules (FORM F) for its proposed solution.

Note: NSP seeks software licensing arrangements based on an enterprise license agreement

It is important to note the following:

- a. The bidder's quantifiable solution must be deliverable-based and each deliverable must account for and receive a final acceptance.
- b. Bidders must include "transition" costs associated with maintaining current message switch system functionality during implementation of the new environment and equipment.
- c. NSP shall be provided with the option to procure only select elements of a total proposal at the costs quoted for those specific elements. At the sole discretion of the State, NSP further reserves the right to procure partial solutions from different bidders if deemed to be in its best interest.

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

NSP requires a deliverables-based, milestone payment plan, with the majority of the disbursement being made upon final testing and acceptance. 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.

Form A

Bidder Contact Sheet

Request for Proposal Number 3473Z1

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:	

Form B

Notification of Intent to Bid

Request for Proposal Number 3473Z1

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

The "Notification of Intent to Bid" form should be submitted to the State Purchasing Bureau via e-mail (matpurch.dasmat@nebraska.gov), facsimile (402-471-2089), hand delivered or US Mail by the date shown in the Schedule of Events.

FORM C

BIDDER REFERENCES FORM

Request for Proposal Number 3473Z1

References					
1.	Name of Client Agency				
	Application Name			Year Contracted	
	Client Address				
	Client City		State		Zip
	Client Contact		Title		
	Contact Telephone and Fax				
	Contact E-Mail				
	Number of Years Contracted				
	Application Modules/ Functions Operational				
	Application Modules/ Functions Planned for Implementation				
	Total Contract Value				
	Number of Users				
2.	Name of Client Agency				
	Application Name			Year Contracted	
	Client Address				
	Client City		State		Zip
	Client Contact		Title		
	Contact Telephone and Fax				
	Contact E-Mail				
	Number of Years Contracted				
	Application Modules/ Functions Operational				
	Application Modules/ Functions Planned for Implementation				
	Total Contract Value				
	Number of Users				
3.	Name of Client Agency				
	Application Name			Year Contracted	
	Client Address				
	Client City		State		Zip
	Client Contact		Title		
	Contact Telephone and Fax				
	Contact E-Mail				
	Number of Years Contracted				
	Application Modules/ Functions Operational				
	Application Modules/ Functions Planned for Implementation				
	Total Contract Value				
	Number of Users				

FORM D

BIDDER STRENGTH AND STABILITY FORM

Request for Proposal Number 3473Z1

Information Requested	Bidder Response, Comments, or Explanation
BIDDER INFORMATION	
1. Full company or corporate name	
2. Name, address, and telephone number of each principal	
3. Number of years the bidder has been in the software business	
4. Amount/percentage of sales reinvested into research and development	
PERSONNEL	
<i>Total number of FTEs in the company (in each Category):</i>	
5. Customer user support	
6. Customer technical support	
7. Research and development	
8. Project management	
9. Project implementation and rollout	
<i>Total persons yrs of experience for your company's employees in each Category (e.g. 5 support people with 3 yrs each = 15 person yrs):</i>	
10. Customer user support	
11. Customer technical support	
12. Research and development	
13. Project management	
14. Project implementation and rollout	
15. Estimated number of resources to be dedicated to this client	

Information Requested		Bidder Response, Comments, or Explanation
BIDDER CUSTOMER SUPPORT		
16.	Information about any local branch offices or support centers that might serve an account in Nebraska.	
17.	For each local branch listed in #16, identify the number of employees and type(s) of services provided	
18.	Are there user groups in place for your proposed hardware/software?	
19.	Does the bidder provide toll-free telephone support?	
20.	What are the hours of support (e.g., 8 a.m. to 5 p.m. CST, 24/7)?	
21.	How is after-hours support provided?	
22.	How are support calls classified and prioritized?	
23.	How are support calls escalated in an emergency?	
24.	What is the average response time to calls?	
25.	What is the average service-call resolution time?	
26.	Will NSP have direct access to dedicated support personnel to solve a particular issue?	
27.	Does the bidder offer online access to general information and troubleshooting tools (e.g., searchable knowledge base, FAQs, training materials, manuals)?	
28.	Will ongoing support for subsequent years be available through a maintenance agreement on a set-cost basis? What is included in this service?	
29.	What are the specifics for items to be typically performed for upgrades of the package?	
BIDDER IMPLEMENTATION HISTORY		
30.	Number of years of experience for the bidder:	
31.	In public sector and State/local government:	
32.	Total number of Web/Internet projects that the bidder has implemented:	
33.	In public sector and State/local government:	
34.	Total number of Web/Internet projects that the bidder is currently undertaking:	

Information Requested		Bidder Response, Comments, or Explanation
PENDING LITIGATIONS		
35.	Number of pending litigations that the company has had in the past 5 years. Please attach a separate document with the details of each situation (client name, date, and description/cause):	
36.	Number of situations in which the company has been subject to liquidated damages in the past 5 years. Please attach a separate document with the details of each situation (client name, imposed amount, imposed date, collected amount, date collected, and description/cause):	

FORM E

PROPOSAL CHECKLIST

Request for Proposal Number 3473Z1

ID	Item	RFP Reference
1.	Signed "State of Nebraska Request For Proposal For Contractual Services" form	V.A.1
2.	Executive Summary	V.A.2
3.	Corporate Overview	V.A.3
	Technical Approach	V.A.4
4.	Table of Contents	V.A.4.b
5.	Bidder Strength and Stability Form	V.A.4.c
6.	Additional Value Added Options	V.A.4.e
7.	Proposal Checklist (this document)	V.A.4.f
	Technical Response	V.A.4.d
8.	Scope of Work Acknowledgement	IV.D.1
9.	Overall Solution Approach	IV.D.2
10.	Project Management Plan	IV.D.3
11.	Risk Management Plan	IV.D.4
12.	Implementation Plan	IV.D.5 & IV.C.4.a
13.	Data Conversion Plan	IV.D.6
14.	Business Continuity Solution	IV.D.7
15.	Migration Plan	IV.D.8
16.	Fail-Back Plan	IV.D.9
17.	Test Plans	IV.D.10
18.	Training Plan	IV.D.11
19.	System Documentation Approach	IV.D.12
20.	Maintenance and Support Plans	IV.D.13
21.	Software Escrow Requirement	IV.D.14
22.	End of Contract Transition Plan	IV.D.15
23.	Completed Requirements Matrices	IV.E
	Cost Proposal	V.B – V.C
24.	Pricing Summary	V.B.1
25.	Pricing Detail	V.B.2
26.	Pricing Schedule	V.C

ATTACHMENT A

NBLETS MESSAGE KEYS

Request for Proposal Number 3473Z1

a. NCIC Message Keys

ID	MKE	MKE Description
NCIC Vehicles, Parts and License Plates		
1	CF	CLEAR FELONY VEHICLE
2	CP	CLEAR VEHICLE/BOAT PART
3	CV	CLEAR STOLEN VEHICLE
4	CW	CLEAR WANTED PERSON
5	EF	ENTER FELONY VEHICLE
6	EF-A	ENTER FELONY VEHICLE/OCCUPANT(S) ARMED
7	EF-F	ENTER FELONY VEHICLE/OCCUPANT(S) ARMED/HOLD FOR LATENTS
8	EF-P	ENTER FELONY VEHICLE/HOLD FOR LATENTS
9	EFC	ENTER FELONY VEHICLE – CPIC
10	EIC	ENTER ABANDONED VEHICLE – CPIC
11	EL	ENTER STOLEN LICENSE PLATE
12	EL-A	ENTER STOLEN LICENSE PLATE - OCCUPANT(S) ARMED
13	EL-F	ENTER STOLEN LICENSE PLATE - OCCUPANT(S) ARMED AND HOLD FOR LATENTS
14	EL-P	ENTER STOLEN LICENSE PLATE - HOLD FOR LATENTS
15	ELC	ENTER STOLEN LICENSE PLATE - CPIC
16	EP	ENTER VEHICLE/BOAT PART
17	EP-P	ENTER VEHICLE/BOAT PART - HOLD FOR LATENT INDICATOR
18	EPC	ENTER VEHICLE/BOAT PART – CPIC
19	EV	ENTER STOLEN VEHICLE
20	EV-A	ENTER STOLEN VEHICLE - OCCUPANT(S) ARMED
21	EV-F	ENTER STOLEN VEHICLE - OCCUPANT(S) ARMED/HOLD FOR LATENTS
22	EV-P	ENTER STOLEN VEHICLE - HOLD FOR LATENTS
23	LF	LOCATE FELONY VEHICLE
24	LL	LOCATE LICENSE PLATE RECORD
25	LP	LOCATE VEHICLE/BOAT PART
26	LV	LOCATE STOLEN VEHICLE
27	LVS1- LVS2	LOCATE ADD-ON STOLEN VEHICLE

ID	MKE	MKE Description
28	MF	MODIFY FELONY VEHICLE
29	MFC	MODIFY FELONY VEHICLE – CPIC
30	MIC	MODIFY ABANDONED VEHICLE - CPIC
31	ML	MODIFY LICENSE PLATE
32	MLC	MODIFY LICENSE PLATE – CPIC
33	MP	MODIFY VEHICLE/BOAT PART
34	MPC	MODIFY VEHICLE/BOAT PART – CPIC
35	MSD	MODIFY SENTRY PERSON
36	MV	MODIFY STOLEN VEHICLE
37	MVC	MODIFY STOLEN VEHICLE – CPIC
38	QII	IMAGE INQUIRY - ALL IMAGES/SPECIFIC IMAGE/GENERIC BOAT/ GENERIC VEHICLE
39	QV	VEHICLE (STOLEN OR FELON) INQUIRY
40	QW	INQUIRY - ALL PERSONS, VEHICLE, LICENSE PLATE
41	QWA	INQUIRY – ALL PERSONS, VEHICLE, LICENSE PLATE
42	QWE	INQUIRY – ALL PERSONS, VEHICLE, LICENSE PLATE
43	QWF	INQUIRY – ALL PERSONS, VEHICLE, LICENSE PLATE
44	QWS	INQUIRY – ALL PERSONS, VEHICLE, LICENSE PLATE
45	RNQ	REGISTRATION INQUIRY BY NAME
46	XF	CANCEL FELONY VEHICLE
47	XFC	CANCEL FELONY VEHICLE – CPIC
48	XIC	CANCEL ABANDONED VEHICLE - CPIC
49	XL	CANCEL LICENSE PLATE
50	XLC	CANCEL LICENSE PLATE – CPIC
51	XPC	CANCEL VEHICLE/BOAT PART – CPIC
52	XP	CANCEL VEHICLE/BOAT PART
53	XUN	CANCEL UNIDENTIFIED PERSON SUPPLEMENTAL DATA
54	XVC	CANCEL STOLEN VEHICLE – CPIC
55	XVS1- XVS2	CANCEL ADD-ON STOLEN VEHICLE
56	ZV	VEHICLE (STOLEN OR FELON) INQUIRY
57	ZW	INQUIRY - ALL PERSONS, VEHICLE, LICENSE PLATE
NCIC ORI		
58	EO	ENTER ORI
59	MO	MODIFY ORI
60	QO	ORI INQUIRY - FULL LISTING
61	XO	CANCEL ORI
62	ZO	ORI INQUIRY - LIMITED LISTING
NCIC Boats		
63	CB	CLEAR STOLEN BOAT
64	EB	ENTER STOLEN BOAT

ID	MKE	MKE Description
65	EB-A	ENTER STOLEN BOAT - OCCUPANTS ARMED
66	EB-F	ENTER STOLEN BOAT - OCCUPANTS ARMED AND HOLD FOR LATENTS
67	EB-P	ENTER STOLEN BOAT - HOLD FOR LATENTS
68	EBC	ENTER STOLEN BOAT – CPIC
69	EBP1-EBP7	ENTER BOAT PART ADD-ON SUPPLEMENTAL
70	EBS	ENTER BOAT SUPPLEMENTAL
71	EBT	ENTER BOAT TRAILER SUPPLEMENTAL
72	LB	LOCATE BOAT
73	LBP1-LBP7	LOCATE BOAT PART ADD-ON SUPPLEMENTAL
74	LBT	LOCATE BOAT TRAILER SUPPLEMENTAL
75	MB	MODIFY BOAT
76	MBC	MODIFY BOAT – CPIC
77	QB	BOAT INQUIRY
78	XB	CANCEL STOLEN BOAT
79	XBC	CANCEL STOLEN BOAT – CPIC
80	XBP1-XBP7	CANCEL BOAT PART ADD-ON SUPPLEMENTAL
81	XBT	CANCEL BOAT TRAILER SUPPLEMENTAL
NCIC Guns		
82	CFG	CLEAR FELONY GUN DATA
83	CG	CLEAR STOLEN GUN
84	CLG	CLEAR LOST GUN
85	CRG	CLEAR RECOVERED GUN
86	EFG	ENTER FELONY GUN DATA
87	EFGP	ENTER FELONY GUN DATA – HOLD FOR LATENTS
88	ELG	ENTER LOST GUN DATA
89	EG	ENTER STOLEN GUN DATA
90	EG-P	ENTER STOLEN GUN DATA - HOLD FOR LATENTS
91	ERG	ENTER RECOVERED GUN DATA
92	LG	LOCATE STOLEN GUN
93	LLG	LOCATE LOST GUN
94	MFG	MODIFY FELONY GUN DATA
95	MG	MODIFY STOLEN GUN
96	MLG	MODIFY LOST GUN
97	MRG	MODIFY RECOVERED GUN DATA
98	QG	GUNS INQUIRY
99	XFG	CANCEL FELONY GUN DATA
100	XG	CANCEL STOLEN GUN
101	XLG	CANCEL LOST GUN

ID	MKE	MKE Description
102	XRG	CANCEL RECOVERED GUN
103	ZG	GUNS INQUIRY
NCIC Articles		
104	CA	CLEAR STOLEN ARTICLE
105	CAA	CLEAR CONSECUTIVELY SERIALIZED STOLEN ARTICLES
106	EA	ENTER STOLEN ARTICLE
107	EAA	ENTER CONSECUTIVELY SERIALIZED STOLEN ARTICLES
108	EA-P	ENTER STOLEN ARTICLE - HOLD FOR LATENTS
109	LA	LOCATE SINGLE ARTICLE
110	LAA	LOCATE CONSECUTIVELY SERIALIZED ARTICLES
111	MA	MODIFY SINGLE STOLEN ARTICLE
112	MAA	MODIFY CONSECUTIVELY SERIALIZED STOLEN ARTICLES
113	QA	SINGLE AND CONSECUTIVELY SERIALIZED ARTICLES INQUIRY
114	XA	CANCEL SINGLE STOLEN ARTICLE
115	XAA	CANCEL CONSECUTIVELY SERIALIZED STOLEN ARTICLES
NCIC Securities		
116	CS	CLEAR SINGLE SECURITY
117	CSS	CLEAR CONSECUTIVELY SERIALIZED SECURITIES
118	ES	ENTER SINGLE SECURITY
119	ESS	ENTER CONSECUTIVELY SERIALIZED SECURITIES
120	LS	LOCATE SINGLE SECURITY
121	LSS	LOCATE CONSECUTIVELY SERIALIZED SECURITIES
122	MS	MODIFY SINGLE SECURITY
123	MSS	MODIFY CONSECUTIVELY SERIALIZED SECURITIES
124	QS	SINGLE AND CONSECUTIVELY SERIALIZED SECURITIES INQUIRY
125	XS	CANCEL SINGLE SECURITY
126	XSS	CANCEL CONSECUTIVELY SERIALIZED SECURITIES
NCIC Persons		
127	CT	CLEAR TEMPORARY FELON PERSON
128	CW	CLEAR WANTED PERSON
129	DW	ENTER DETAINED WANTED PERSON
130	EID	ENTER IDENTITY THEFT
131	EIDC	ENTER IDENTITY THEFT – CAUTION
132	EIM	ENTER IMAGE
133	EIN	ENTER IDENTITY THEFT SUPPLEMENTAL
134	EMN	ENTER MISSING PERSON SUPPLEMENTAL DATA
135	EN	ENTER WANTED PERSON SUPPLEMENTAL DATA

ID	MKE	MKE Description
136	ENS	ENTER PERSON FRAUDULENT DATA
137	ESD	ENTER SENTRY PERSON
138	ESDN	ENTER SENTRY PERSON SUPPLEMENTAL
139	ET	ENTER TEMPORARY FELON
140	ET-C	ENTER TEMPORARY FELON – CAUTION
141	EW	ENTER WANTED PERSON
142	EW-C	ENTER WANTED PERSON – CAUTION
143	EWJ	ENTER WANTED JUVENILE PERSON
144	EWJC	ENTER WANTED JUVENILE PERSON - CAUTION
145	LT	LOCATE TEMPORARY FELON
146	LW	LOCATE WANTED PERSON
147	MII	MODIFY IMAGE DATA
148	MID	MODIFY IDENTITY THEFT
149	MDW	MODIFY DETAINED WANTED PERSON
150	MT	MODIFY TEMPORARY FELON
151	MW	MODIFY WANTED PERSON
152	QID	IDENTITY THEFT INQUIRY
153	QPER	NAME ONLY SEARCH
154	QW	INQUIRY - ALL PERSONS, VEHICLE, LICENSE PLATE
155	XDW	CANCEL DETAINED WANTED PERSON
156	XID	CANCEL IDENTITY THEFT
157	XIM	CANCEL IMAGE
158	XIN	CANCEL IDENTITY THEFT SUPPLEMENTAL
159	XN	CANCEL WANTED PERSON AND TEMPORARY FELON SUPPLEMENTAL DATA
160	XNS	CANCEL WANTED PERSON AND TEMPORARY FELON FRAUDULENT DATA
161	XSD	CANCEL SENTRY RECORD
162	XSDN	CANCEL SENTRY RECORD SUPPLEMENTAL
163	XT	CANCEL TEMPORARY FELON
164	XW	CANCEL WANTED PERSON
NCIC Protection Orders		
165	CPO	CLEAR PROTECTION ORDER
166	CTO	CLEAR TEMPORARY PROTECTION ORDER
167	ENPO	ENTER PROTECTION ORDER – SUPPLEMENTAL
168	EPO	ENTER PROTECTION ORDER
169	EPOC	ENTER PROTECTION ORDER – CAUTION
170	ETO	ENTER TEMPORARY PROTECTION ORDER
171	ETOC	ENTER TEMPORARY PROTECTION ORDER – CAUTION
172	MPO	MODIFY PROTECTION ORDER
173	MTO	MODIFY TEMPORARY PROTECTION ORDER

ID	MKE	MKE Description
174	QPO	INQUIRE ON PROTECTION ORDER
175	XNPO	CANCEL SUPPLEMENTAL PROTECTION ORDER DATA
176	XPO	CANCEL PROTECTION ORDER
177	XTO	CANCEL TEMPORARY PROTECTION ORDER
NCIC Missing Persons		
178	CM	CLEAR MISSING PERSON
179	EMD	ENTER MISSING PERSON DISABILITY
180	EMDC	ENTER MISSING PERSON DISABILITY – CAUTION
181	EME	ENTER MISSING PERSON ENDANGERED
182	EMEC	ENTER MISSING PERSON ENDANGERED - CAUTION
183	EMI	ENTER MISSING PERSON INVOLUNTARY
184	EMIC	ENTER MISSING PERSON INVOLUNTARY - CAUTION
185	EMJ	ENTER MISSING PERSON JUVENILE
186	EMJC	ENTER MISSING PERSON JUVENILE - CAUTION
187	EMO	ENTER MISSING PERSON OTHER
188	EMOC	ENTER MISSING PERSON OTHER - CAUTION
189	EMV	ENTER MISSING PERSON CATASTROPHE VICTIM
190	EMVC	ENTER MISSING PERSON CATASTROPHE VICTIM - CAUTION
191	LM	LOCATE MISSING PERSON
192	MM	MODIFY MISSING PERSON
193	QM	MISSING PERSON INQUIRY - NON UNIQUE IDENTIFIERS
194	XM	CANCEL MISSING PERSON
195	XMN	CANCEL MISSING PERSON SUPPLEMENTAL DATA
NCIC Sexual Offender		
196	CXS	CLEAR SEXUAL OFFENDER
197	EXS	ENTER SEXUAL OFFENDER
198	EXSC	ENTER SEXUAL OFFENDER – CAUTION
199	EXSN	ENTER SEXUAL OFFENDER SUPPLEMENTAL DATA
200	MXS	MODIFY SEXUAL OFFENDER
201	SON	SEXUAL OFFENDER NOTIFICATION
202	SOR	SEXUAL OFFENDER RESPONSE
203	QXS	SEXUAL OFFENDER INQUIRY
204	XXS	CANCEL SEXUAL OFFENDER
205	XXSN	CANCEL SEXUAL OFFENDER SUPPLEMENTAL DATA
NCIC Unidentified Persons		
206	CU	CLEAR UNIDENTIFIED PERSON (NCIC ONLY)
207	ED	ENTER SUPPLEMENTAL DENTAL DATA - MISSING OR UNIDENTIFIED PERSON
208	EUD	ENTER UNIDENTIFIED PERSON DECEASED (NCIC ONLY)

ID	MKE	MKE Description
209	EUL	ENTER UNIDENTIFIED PERSON LIVING (NCIC ONLY)
210	EUN	ENTER UNIDENTIFIED PERSON SUPPLEMENTAL - SCARS, MARKS, AND TATTOOS (NCIC ONLY)
211	EUV	ENTER UNIDENTIFIED PERSON CATASTROPHE VICTIM (NCIC ONLY)
212	MD	MODIFY SUPPLEMENTAL DENTAL (MISSING OR UNIDENTIFIED PERSONS) (NCIC ONLY)
213	MU	MODIFY UNIDENTIFIED PERSON (NCIC ONLY)
214	QU	UNIDENTIFIED PERSON INQUIRY (NCIC ONLY)
215	XD	CANCEL MISSING PERSON AND UNIDENTIFIED PERSON SUPPLEMENTAL DENTAL DATA (NCIC ONLY)
216	XU	CANCEL UNIDENTIFIED PERSON (NCIC ONLY)
217	XUN	CANCEL UNIDENTIFIED PERSON SUPPLEMENTAL DATA (NCIC ONLY)
NCIC Violent Gangs and Terrorist Organizations		
218	EGG	ENTER CRIMINAL GANG GROUP
219	EGGN	ENTER SUPPLEMENTAL CRIMINAL GANG/TERRORIST GROUP DATA
220	EGGT	ENTER CRIMINAL TERRORIST GROUP
221	EGM	ENTER CRIMINAL GANG MEMBER - CAUTION
222	EGMN	ENTER SUPPLEMENTAL CRIMINAL GANG/TERRORIST MEMBER DATA
223	EGMT	ENTER CRIMINAL TERRORIST MEMBER - CAUTION
224	MGG	MODIFY CRIMINAL GANG/TERRORIST GROUP DATA
225	MGM	MODIFY CRIMINAL GANG/TERRORIST MEMBER DATA
226	QGG	INQUIRE ON CRIMINAL GANG/TERRORIST GROUP
227	QGM	INQUIRE ON CRIMINAL GANG/TERRORIST MEMBER
228	XGG	CANCEL CRIMINAL GANG/TERRORIST GROUP
229	XGGN	CANCEL SUPPLEMENTAL CRIMINAL GANG/TERRORIST GROUP DATA
230	XGM	CANCEL CRIMINAL GANG/TERRORIST MEMBER
231	XGMN	CANCEL SUPPLEMENTAL CRIMINAL GANG/TERRORIST MEMBER DATA
PCH Transactions From NCIC		
232	\$.A.AFC	APPROXIMATE FINGERPRINT CLASSIFICATION
233	\$.A.CFN	APPLICANT FINGERPRINT SUBMISSION NOT IDENTIFIED RESPONSE
234	\$.A.CFR	APPLICANT FINGERPRINT SUBMISSION IDENTIFIED RESPONSE
235	\$.A.CHR	CRIMINAL HISTORY RECORD
236	\$.A.CON	NCIC III RECORD CONSOLIDATION
237	\$.A.DEC	DECEASED – SID NUMBER RETIRED

ID	MKE	MKE Description
238	\$.A.EXP	FBI NUMBER EXPUNGED
239	\$.A.EXS	SID NUMBER EXPUNGED
240	\$.A.FCC	FINGERPRINT CLASS CHANGE
241	\$.A.FNC	FBI NUMBER CHANGED
242	\$.A.MSO	MULTISTATE OFFENDER
243	\$.A.NAC	FINGERPRINT CLASS NO LONGER APPROXIMATE
244	\$.A.NMS	NON-MATCHING SID IGNORED
245	\$.A.NPR	NO PRIOR RECORD
246	\$.A.PEM	NOTIFICATION TO THE STATE THAT SID NUMBER EXISTS (MULTISTATE)
247	\$.A.PES	NOTIFICATION TO THE STATE ADVISING OF SUBSEQUENT SUBMISSIONS (SINGLE STATE)
248	\$.A.PIR	PRIOR NCIC III RECORD
249	\$.A.REA	RECORD REACTIVATED
250	\$.A.RNP	SID REJECTED – NO PRIOR NCIC III RECORD
251	\$.A.RPR	SID REJECTED – NO PRIOR NCIC III RECORD
252	\$.A.SSO	SINGLE – STATE OFFENDER
253	\$.U	NOTIFICATION THAT NCIC III FILE IS GOING OUT OF SERVICE
254	\$.V	NOTIFICATION THAT NCIC III FILE IS IN FULL SERVICE
255	\$.W	NOTIFICATION THAT NCIC III FILE IS GOING INTO RESTRICTED SERVICE
256	\$.X	NOTIFICATION THAT NCIC III IS CONTINUING RESTRICTED SERVICE
257	\$.Y	NOTIFICATION THAT NCIC-CTA LINE HAS BEEN REOPENED AND THAT NCIC III IS IN FULL SERVICE
258	\$.Z	NOTIFICATION THAT NCIC-CTA LINE HAS BEEN REOPENED AND THAT NCIC III IS IN RESTRICTED SERVICE.
PCH Transaction to NCIC		
259	DEC	DECEASED – SID NUMBER RETIRED
260	DRS	EXPUNGES SID
261	DSP	DISPOSITION REPORTING
262	EHN	ENTER SUPPLEMENTAL IDENTIFIERS
263	MRS	MODIFICATION MESSAGE
264	QH	QUERY CRIMINAL HISTORY RECORD EXISTENCE
265	QI	ALL INFORMATION RELATED TO ONE CRIME INQUIRY
266	QIS	COMPARE SINGLE FINGERPRINT (VERIFICATION MATCH)
267	QR	FULL RECORD QUERY
268	QTP	TEN-PRINT INQUIRY
269	SRA	SEXUAL OFFENDER REGISTRATION

ID	MKE	MKE Description
270	SRD	SEXUAL OFFENDER DELETE
271	SRM	SEXUAL OFFENDER MODIFICATION
272	XHN	CANCEL SPECIFIC IDENTIFIERS
273	ZI	ADMINISTRATIVE INQUIRY
274	ZRS	STATUS VERIFICATION
275	ZR	MRS RECORD AVAILABILITY
Batch Queries		
276	QAB	BATCH ARTICLES INQUIRY
277	QBB	BATCH BOAT INQUIRY
278	QGB	BATCH GUNS INQUIRY
279	QSB	BATCH SECURITIES INQUIRY
280	QVB	BATCH VEHICLES INQUIRY
281	QWB	BATCH WANTED PERSON INQUIRY
Responses Queries		
282	BR	BOAT REGISTRATION RESPONSE
283	CAR	CANADIAN ARTICLE RESPONSE
284	CBR	CANADIAN BOAT RESPONSE
285	CGR	CANADIAN GUN RESPONSE
286	CSR	CANADIAN SECURITY RESPONSE
287	DNR	DRIVER RESPONSE FROM NAME ONLY INQUIRY
288	DQR	REGISTRATION RESPONSE BY REGION
289	DR	DRIVER'S REGISTRATION RESPONSE
290	DRG	DRIVER RESPONSE BY REGION
291	KR	DRIVERS HISTORY RESPONSE
292	RNR	REGISTRATION RESPONSE BY NAME
293	RR	VEHICLE REGISTRATION RESPONSE
294	RRG	DRIVER RESPONSE BY REGION
295	SR	SNOWMOBILE REGISTRATION RESPONSE
296	UR	CANADIAN DMV DRIVER LICENSE RESPONSE
297	VR	CANADA VEHICLE FILE RESPONSE
298	WR	CANADA PERSON FILE RESPONSE
299	XR	CANADIAN DMV VEHICLE REGISTRATION RESPONSE

b. NLETS Message Keys

ID	MKE	MKE Description
1	AM	ADMINISTRATIVE MESSAGE
2	AML	ADMINISTRATIVE MESSAGE LAW ENFORCEMENT
3	ACQ	CVIS QUERY ON COMMERCIAL CARRIER
4	AQ	RETRIEVE FULL RECORD FROM STATE FILE
5	ATQ	ATF GUN TRACING INQUIRY

ID	MKE	MKE Description
6	AVQ	CVIS QUERY ON COMMERCIAL VEHICLE
7	BQ	BOAT REGISTRATION INQUIRY
8	CAQ	CANADIAN ARTICLE INQUIRY
9	CBQ	CANADIAN BOAT INQUIRY
10	CGQ	CANADIAN GUN INQUIRY
11	CSQ	CANADIAN SECURITY INQUIRY
12	DEX	ENTRY OF NDPIX RECORD
13	DNQ	DRIVER QUERY BY NAME ONLY
14	DQ	DRIVER'S REGISTRATION INQUIRY
15	DQG	REGISTRATION INQUIRY BY REGION
16	DRX	RENEW RECORD IN NDPIX
17	DTX	REQUEST TO NDPIX FOR ONILE RECORD
18	DUX	UPDATE TO EXISTING NDPIX RECORD
19	ER	NLETS ERROR MESSAGE
20	FCC	CANCEL IFTA RECORD
21	FEC	ENTER VIOLATING COMPANY INDEX
22	FEN	ENTER IFTA RECORD
23	FQ	CHRI FULL RECORD REQUEST
24	FQC	IFTA QUERY
25	FQN	IFTA CONTACT QUERY
26	FRN	IFTA CONTACT FILE QUERY
27	GQ	FAA/TECS AIRCRAFT REGISTRATION SYSTEM (ACRS) INQUIRY
28	HS	HOMELAND SECURITY
29	HSL	HOMELAND SECURITY LAW ENFORCEMENT
30	HQ	ROAD/WEATHER INQUIRY
31	IAQ	INS ALIEN INQUIRY
32	JQ	FAA/TECS AIRCRAFT TRACKING SYSTEM (ACTS) INQUIRY
33	KQ	DRIVERS HISTORY REQUEST
34	LQ	GENERIC INQUIRY FOR STATE SYSTEMS
35	MQ	HAZARDOUS MATERIALS INQUIRY
36	NAQ	NICB ALL FILES INQUIRY
37	NCI	CANCEL IMPOUND RECORD
38	NEI	ENTER IMPOUND RECORD
39	NIQ	NICB IMPOUND/EXPORT FILES INQUIRY
40	NUI	UPDATE IMPOUND RECORD
41	PAQ	PAROLE, PROBATION & CORRECTION INQUIRY
42	PBQ	PROBATION INQUIRY
43	PCQ	CORRECTIONS INQUIRY
44	PPQ	PAROLE INQUIRY
45	RQ	VEHICLE REGISTRATION REQUEST

ID	MKE	MKE Description
46	RQG	DRIVER INQUIRY BY REGION
47	SOQ	SEXUAL OFFENDER INQUIRY
48	SQ	SNOWMOBILE REGISTRATION REQUEST
49	TA	ORION RECORD ENTRY
50	TD	ORION RECORD DELETION
51	TQ	ORION RECORD INQUIRY
52	TU	ORION RECORD MODIFY
53	UQ	CANADIAN DMV DRIVER LICENSE INQUIRY
54	VQ	CANADA VEHICLE FILE INQUIRY
55	WQ	CANADA PERSON FILE INQUIRY
56	XQ	CANADIAN DMV VEHICLE REGISTRATION INQUIRY
57	YQ	CONFIRMATION HIT REQUEST
58	YR	CONFIRMATION HIT RESPONSE
PCH Transaction From NLETS		
59	AQ	CHRI INQUIRY
60	FQ	CHRI INQUIRY
61	IQ	CHRI IDENTITY REQUEST
PCH Transaction To NLETS		
62	AR	FULL RECORD RESPONSE FROM STATE
63	CR	III RECORD RESPONSE FROM NCIC
64	FR	CHRI FULL RECORD REQUEST RESPONSE
65	IR	CHRI IDENTITY RESPONSE
Responses		
66	ACR	CVIS RESPONSE ON COMMERCIAL CARRIER
67	ATR	ATF RUN TRACING RESPONSE
68	AVR	CVIS RESPONSE ON COMMERCIAL VEHICLE
69	DEA	RESPONSE FROM NDPIX RESULTING FROM ENTRY
70	DRA	RESPONSE FROM NDPIX RESULTING FROM RENEWAL
71	DRR	REQUEST TO NDPIX FOR ON-LINE REPORT
72	DTR	RESPONSE FROM NDPIX FOR ON-LINE REPORT
73	DUA	RESPONSE FROM NDPIX RESULTING FROM UPDATE
74	FQR	IFTA RESPONSE
75	FRC	RESPONSE TO INQUIRY ON IFTA INDEX BY FEDERAL ID NO.
76	HR	ROAD/WEATHER RESPONSE
77	IAR	INS ALIEN RESPONSE
78	LR	GENERIC RESPONSE FROM STATE SYSTEMS
79	MR	HAZARDOUS MATERIALS RESPONSE
80	GR	FAA/TECS AIRCRAFT REGISTRATION SYSTEM (ACRS) RESPONSE

ID	MKE	MKE Description
81	JR	FAA/TECS AIRCRAFT TRACKING SYSTEM (ACTS) RESPONSE
82	NAR	NICB ALL FILES RESPONSE
83	TR	ORION RECORD RESPONSE
84	TV	ORION REVIEW TRANSACTION

c. NBLETS Message Keys

ID	MKE	MKE Description
Administrative		
1	SZE	HOT FILE DATE OF ENTRY QUERY
Criminal History		
2	QPR	NIS PROTECTION ORDER RESPONSE FOR CJIS-IMS TESTING
3	SQH	CCH INQUIRY TO DETERMINE EXISTANCE OF AN INDEX RECORD
4	SQR	CCH REQUEST FOR CRIMINAL HISTORY
5	SZR	CCH INQUIRY TO DETERMINE IF AN FBI OR SID NUMBER IS INDEXED IN CCH
Drivers History		
6	DNQ2	DRIVERS QUERY BY NAME ONLY
Felony Vehicle		
7	SCF	HOT FILE FELONY VEHICLE CLEAR
8	SEF	HOT FILE FELONY VEHICLE ENTRY
9	SEF-A	HOT FILE FELONY VEHICLE ENTRY, OCCUPANTS ARMED
10	SEF-F	HOT FILE FELONY VEHICLE ENTRY, HOLD FOR LATENTS AND OCCUPANTS ARMED
11	SEF-P	HOT FILE FELONY VEHICLE ENTRY, HOLD FOR LATENTS
12	SLF	HOT FILE FELONY VEHICLE LOCATE
13	SMF	HOT FILE FELONY VEHICLE MODIFY
14	SXF	HOT FILE FELONY VEHICLE CANCEL
Missing Persons		
15	SCM	HOT FILE MISSING PERSON CLEAR
16	SED	HOT FILE SUPPLEMENTAL DENTAL INFORMATION ENTRY
17	SEMD	HOT FILE MISSING PERSON ENTRY, DISABILITY
18	SEMDC	HOT FILE MISSING PERSON ENTRY, DISABILITY, CAUTION
19	SEME	HOT FILE MISSING PERSON ENTRY, ENDANGERED
20	SEMEC	HOT FILE MISSING PERSON ENTRY, ENDANGERED, CAUTION
21	SEMI	HOT FILE MISSING PERSON ENTRY, INVOLUNTARY
22	SEMIC	HOT FILE MISSING PERSON ENTRY, INVOLUNTARY,

ID	MKE	MKE Description
		CAUTION
23	SEMJ	HOT FILE MISSING PERSON ENTRY, JUVENILE
24	SEMJC	HOT FILE MISSING PERSON ENTRY, JUVENILE, CAUTION
25	SEMNI	HOT FILE SUPPLEMENTAL RECORD OF ALIASES AND/OR ADDITIONAL IDENTIFIER ENTRY
26	SEMV	HOT FILE MISSING PERSON ENTRY, CATASTROPHE VICTIM
27	SEMVC	HOT FILE MISSING PERSON ENTRY, CATASTROPHE VICTIM, CAUTION
28	SLM	HOT FILE MISSING PERSON LOCATE
29	SMD	HOT FILE SUPPLEMENTAL DENTAL INFORMATION MODIFY
30	SMM	HOT FILE MISSING PERSON MODIFY
31	SQM	HOT FILE NONSPECIFIC IDENTIFIER INQUIRY
32	SSM1	HOT FILE SEARCH FOR MISSING JUVENILE
33	SXD	HOT FILE SUPPLEMENTAL DENTAL INFORMATION CANCEL
34	SXM	HOT FILE MISSING PERSON CANCEL
35	SXMN	HOT FILE CANCELLATION OF SUPPLEMENTAL RECORD
RITS		
36	EQNP	RITS NCIC 2000 QUERY NICS RECORDS INCLUDING ALL PROTECTION ORDERS
37	RDQ	RITS NLETS DRIVER'S LICENSE QUERY FROM USER OR NLETS
38	RIAQ	RITS NLETS I.N.S. ALIEN QUERY
39	RQH	RITS NCIC-III INQUIRY TO DETERMINE EXISTANCE OF AN INDEX RECORD
40	RQN	RITS NCIC 2000 QUERY NICS RECORD
41	RQNP	RITS NCIC 2000 QUERY NICS RECORDS INCLUDING ALL PROTECTION ORDERS
42	RQPO	RITS NCIC 2000 INQUIRY ON PROTECTION ORDER
43	RQR	RITS NCIC-III REQUEST FOR CRIMINAL HISTORY RECORD
44	RQW	RITS NCIC 2000 INQUIRY - ALL PERSONS, VEHICLE, LICENSE PLATE
Stolen Vehicle/Parts		
45	SCP	HOT FILE STOLEN PART CLEAR
46	SCV	HOT FILE STOLEN VEHICLE CLEAR
47	SEP	HOT FILE STOLEN PART ENTRY
48	SEP-P	HOT FILE STOLEN PART ENTRY, HOLD FOR LATENTS
49	SEPS1	HOT FILE STOLEN PART ADD-ON ENTRY
50	SEPS2	HOT FILE STOLEN PART ADD-ON ENTRY
51	SEPS3	HOT FILE STOLEN PART ADD-ON ENTRY

ID	MKE	MKE Description
52	SEPS4	HOT FILE STOLEN PART ADD-ON ENTRY
53	SEPS5	HOT FILE STOLEN PART ADD-ON ENTRY
54	SEPS6	HOT FILE STOLEN PART ADD-ON ENTRY
55	SEPS7	HOT FILE STOLEN PART ADD-ON ENTRY
56	SEV	HOT FILE STOLEN VEHICLE ENTRY
57	SEV-A	HOT FILE STOLEN VEHICLE ENTRY, OCCUPANTS ARMED
58	SEV-F	HOT FILE STOLEN VEHICLE ENTRY, HOLD FOR LATENTS AND OCCUPANTS ARMED
59	SEV-P	HOT FILE STOLEN VEHICLE ENTRY, HOLD FOR LATENTS
60	SEVS1	HOT FILE STOLEN VEHICLE ADD-ON ENTRY
61	SEVS2	HOT FILE STOLEN VEHICLE ADD-ON ENTRY
62	SLP	HOT FILE STOLEN PART LOCATE
63	SLPS1	HOT FILE STOLEN PART ADD-ON LOCATE
64	SLPS2	HOT FILE STOLEN PART ADD-ON LOCATE
65	SLPS3	HOT FILE STOLEN PART ADD-ON LOCATE
66	SLPS4	HOT FILE STOLEN PART ADD-ON LOCATE
67	SLPS5	HOT FILE STOLEN PART ADD-ON LOCATE
68	SLPS6	HOT FILE STOLEN PART ADD-ON LOCATE
69	SLPS7	HOT FILE STOLEN PART ADD-ON LOCATE
70	SLV	HOT FILE STOLEN VEHICLE LOCATE
71	SLVS1	HOT FILE STOLEN VEHICLE ADD-ON LOCATE
72	SLVS2	HOT FILE STOLEN VEHICLE ADD-ON LOCATE
73	SMP	HOT FILE STOLEN PART MODIFY
74	SMV	HOT FILE STOLEN VEHICLE MODIFY
75	SQV	HOT FILE STOLEN VEHICLE INQUIRY
76	SXP	HOT FILE STOLEN PART CANCEL
77	SXPS1	HOT FILE STOLEN PART ADD-ON CANCEL
78	SXPS2	HOT FILE STOLEN PART ADD-ON CANCEL
79	SXPS3	HOT FILE STOLEN PART ADD-ON CANCEL
80	SXPS4	HOT FILE STOLEN PART ADD-ON CANCEL
81	SXPS5	HOT FILE STOLEN PART ADD-ON CANCEL
82	SXPS6	HOT FILE STOLEN PART ADD-ON CANCEL
83	SXPS7	HOT FILE STOLEN PART ADD-ON CANCEL
84	SXV	HOT FILE STOLEN VEHICLE CANCEL
85	SXVS1	HOT FILE STOLEN VEHICLE ADD-ON CANCEL
86	SXVS2	HOT FILE STOLEN VEHICLE ADD-ON CANCEL
87	SZV	HOT FILE STOLEN VEHICLE TEST INQUIRY
Test Msg Keys		
88	T\$.8	TEST \$.8 FOR CDP
89	T\$.A	TEST \$.A FOR CPD

ID	MKE	MKE Description
90	TAM	VTAM AM TEST MESSAGE
91	TAR	VTAM AM TEST MESSAGE RESPONSE
92	TBQ	VTAM BQ TEST MESSAGE
93	TBR	VTAM BQ TEST MESSAGE RESPONSE
94	TCB	VTAM CLEAR BOAT TEST
95	TCG	NCIC-HOT STOLEN GUN CLEAR - NCIC2000 TESTING
96	TCM	NCIC-HOT MISSING PERSON CLEAR - 2000
97	TDNQ	TEST DRIVERS QUERY BY NAME ONLY
98	TDNR	TEST DRIVERS RESPONSE BY NAME ONLY
99	TDQ	NLETS DRIVERS LICENSE QUERY FROM USER
100	TDQG	NLETS REGIONAL DRIVERS LICENSE QUERY FROM USER
101	TDR	NLETS DRIVERS LICENSE RESPONSE FROM NLETS
102	TDRG	NLETS REGIONAL DRIVERS LICENSE RESPONSE FROM NLETS
103	TEA	NCIC-HOT SINGLE STOLEN ARTICLE ENTRY - NCIC2000
104	TEAA	NCIC-HOT MULTIPLE STOLEN ARTICLE ENTRY - 2000
105	TEB	NCIC-HOT STOLEN BOAT ENTRY - NCIC2000 TESTING
106	TEB-A	NCIC-HOT STOLEN BOAT ENTRY, OCCUPANTS ARMED TESTING
107	TEB-F	NCIC-HOT STOLEN BOAT ENTRY, FELONY TESTING
108	TEB-P	NCIC-HOT STOLEN BOAT ENTRY, HOLD FOR LATENTS TESTING
109	TEG	NCIC-HOT STOLEN GUN ENTRY - NCIC2000 TESTING
110	TEG-P	NCIC-HOT STOLEN GUN ENTRY, HOLD FOR LATENTS - NCIC2000 TESTING
111	TEMD	NCIC-HOT MISSING PERSON ENTRY, DISABILITY - 2000
112	TEMDC	NCIC-HOT MISSING PERSON ENTRY, DISABILITY, CAUTION - 2000
113	TEME	NCIC-HOT MISSING PERSON ENTRY, ENDANGERED - 2000
114	TEMEC	NCIC-HOT MISSING PERSON ENTRY ENDANGERED, CAUTION - 2000
115	TEMI	NCIC-HOT MISSING PERSON ENTRY, INVOLUNTARY - 2000
116	TEMIC	NCIC-HOT MISSING PERSON ENTRY, INVOLUNTARY, CAUTION - 2000
117	TEMJ	NCIC-HOT MISSING PERSON ENTRY, JUVENILE - 2000
118	TEMJC	NCIC-HOT MISSING PERSON ENTRY, JUVENILE - 2000 - CAUTION
119	TEMO	NCIC-HOT MISSING PERSON ENTRY, OTHER - 2000
120	TEMOC	NCIC-HOT MISSING PERSON ENTRY, OTHER, CAUTION - 2000
121	TEMV	NCIC-HOT MISSING PERSON ENTRY, CATASTROPHE

ID	MKE	MKE Description
		VICTIM - 2000
122	TEMVC	NCIC-HOT MISSING PERSON ENTRY, CATASTROPHE VICTIM, CAUTION - 2000
123	TERG	NCIC-HOT RECOVERED GUN ENTRY - NCIC2000
124	TET	NCIC-HOT WANTED PERSON - TEMPORARY FELON ENTRY - NCIC2000 TESTING
125	TET-C	NCIC-HOT WANTED PERSON - TEMPORARY FELON ENTRY, CAUTION - NCIC2000 TESTING
126	TEV	NCIC-HOT STOLEN VEHICLE ENTRY - NCIC2000 TESTING
127	TEW	NCIC-HOT WANTED PERSON ENTRY - NCIC2000 TESTING
128	TEW-C	NCIC-HOT WANTED PERSON ENTRY, CAUTION - NCIC2000 TESTING
129	TFQ	TEST NLETS CRIMINAL HISTORY QUERY FROM USER
130	TFR	NLETS CANADIAN CRIMINAL HISTORY RESPONSE FROM NLETS
131	TI\$	TEST NCIC TRIPLE I INPUT TO GENERATE TRANSMISSION OF A \$.A. MESSAGE
132	TIQ	VTAM IQ TESTING
133	TIQ-R	VTAM IQ TESTING - RESPONSE
134	TIR	NLETS CRIMINAL HISTORY INDEX RESPONSE FROM NLETS
135	TKQ	NLETS DRIVER HISTORY QUERY FROM USER
136	TKR	NLETS DRIVER HISTORY RESPONSE FROM NLETS
137	TLA	NCIC-HOT SINGLE STOLEN ARTICLE LOCATE - 2000
138	TLAA	NCIC-HOT MULTIPLE STOLEN ARTICLE LOCATE - 2000
139	TLM	NCIC-HOT MISSING PERSON LOCATE - 2000
140	TLT	NCIC-HOT WANTED PERSON LOCATE TEMPORARY FELON - 2000
141	TLW	NCIC-HOT WANTED PERSON LOCATE - 2000
142	TMA	NCIC-HOT SINGLE STOLEN ARTICLE MODIFY - 2000
143	TMAA	NCIC-HOT MULTIPLE STOLEN ARTICLE MODIFY - 2000
144	TMB	NCIC-HOT STOLEN BOAT MODIFY - NCIC2000 TESTING
145	TMG	NCIC-HOT STOLEN GUN MODIFY - 2000
146	TMT	NCIC-HOT WANTED PERSON - TEMPORARY FELON MODIFY - 2000
147	TMV	NCIC-HOT STOLEN VEHICLE MODIFY - NCIC2000 TESTING
148	TMW	NCIC-HOT WANTED PERSON MODIFY - NCIC2000 TESTING
149	TQA	NCIC-HOT SINGLE STOLEN ARTICLE INQUIRY - NCIC2000 TESTING
150	TQB	NCIC-HOT STOLEN BOAT INQUIRY - NCIC2000

ID	MKE	MKE Description
		TESTING
151	TQG	NCIC-HOT STOLEN GUN INQUIRY - NCIC2000 TESTING
152	TQGM	QUERY GROUP MEMBER CAPABILITY - NCIC2000 TESTING
153	TQH	NCISVTAM INQUIRY TO DETERMINE EXISTANCE OF AN INDEX RECORD
154	TQM	NCIC-HOT NONSPECIFIC IDENTIFIER INQUIRY - NCIC2000 TESTING
155	TQN	NCIC-HOT FILES REQUEST FOR NICS CHECK
156	TQNP	NCIC-HOT FILES REQUEST FOR NICS CHECK
157	TQO	NCIC-HOT ORI QUERY - NCIC2000
158	TQPO	NCIC PROTECTION ORDER QUERY - NCIC2000 TESTING
159	TQPR	NCIC PROTECTION ORDER RESPONSE FOR CJIS-IMS TESTING
160	TQR	CCH REQUEST FOR CRIMINAL HISTORY - NCIC2000 TESTING
161	TQRP	NCIC-HOT FILES REQUEST FOR NICS CHECK - RESPONSE
162	TQRR	NCIC-HOT FILES REQUEST FOR NICS CHECK - RESPONSE
163	TQS	NCIC-HOT SINGLE STOLEN ARTICLE INQUIRY - NCIC2000 TESTING
164	TQU	NCIC-HOT UNIDENTIFIED PERSON INQUIRY - NCIC2000 TESTING
165	TQV	NCIC-HOT STOLEN VEHICLE INQUIRY - NCIC2000 TESTING
166	TQW	NCIC-HOT WANTED PERSON INQUIRY - NCIC2000 TESTING
167	TQXS	NCIC-HOT SEXUAL OFFENDER INQUIRY - NCIC2000 TESTING
168	TRNQ	NEBRASKA REGISTRATION QUERY FROM USER BY NAM, TTL, CTY OR COU
169	TRNR	NEBRASKA REGISTRATION RESPONSE FROM NEBRASKA WITH NAM/TTL/CTY/NXT/COU
170	TRQ	NLETS REGISTRATION QUERY FROM USER
171	TRQG	NLETS REGIONAL REGISTRATION QUERY FROM USER
172	TRR	NCIS DRIVERS HISTORY RESPONSE FROM NCIS/VTAM
173	TRRG	NLETS REGIONAL REGISTRATION RESPONSE FROM NLETS
174	TSEVT	TEST HOT FILE TOWED VEHICLE ENTRY
175	TSEVTH	TEST HOT FILE HOLD TOWED VEHICLE ENTRY
176	TSMV	TEST HOT FILE STOLEN VEHICLE MODIFY
177	TSOQ	TEST NLETS QUERY SEX OFFENDER REGISTRATION

ID	MKE	MKE Description
178	TSQ	NCIS/VTAM SNOWMOBILE REGISTRATION QUERY FROM USER
179	TSQH	NCIS/VTAM INQUIRY TO DETERMINE EXISTANCE OF AN INDEX RECORD
180	TSQR	CCH REQUEST FOR CRIMINAL HISTORY
181	TSQV	TEST HOT FILE STOLEN VEHICLE INQUIRY
182	TSR	SNOWMOBILE REGISTRATION RESPONSE FROM NCIS/VTAM
183	TSXV	TEST HOT FILE STOLEN VEHICLE CANCEL
184	TV	NCIC-HOT STOLEN VEHICLE TEST INQUIRY
185	TXA	NCIC-HOT SINGLE STOLEN ARTICLE CANCEL - 2000
186	TXAA	NCIC-HOT MULTIPLE STOLEN ARTICLE CANCEL - 2000
187	TXB	VTAM CANCEL BOAT ENTRY TESTING
188	TXM	NCIC-HOT MISSING PERSON CANCEL - 2000
189	TXT	NCIC-HOT WANTED PERSON - TEMPORARY FELON CANCEL - 2000
190	TXV	NCIC-HOT STOLEN VEHICLE CANCEL - 2000
191	TXW	NCIC-HOT WANTED PERSON CANCEL - 2000
192	TZB	NCIC-HOT STOLEN BOAT TEST INQUIRY
193	TZV	NCIC-HOT STOLEN VEHICLE INQUIRY - NCIC2000 TESTING
194	TZW	NCIC-HOT WANTED PERSON INQUIRY - NCIC2000 TESTING
Towed Vehicle		
195	SEVT	HOT FILE TOWED VEHICLE ENTRY
196	SEVTH	HOT FILE HOLD TOWED VEHICLE ENTRY
Vehicle Registration		
197	RNQ2	NEBRASKA REGISTRATION QUERY FROM USER BY NAM, TTL, CTY OR COU
Wanted Persons		
198	SCT	HOT FILE WANTED PERSON - TEMPORARY FELON CLEAR
199	SCW	HOT FILE WANTED PERSON CLEAR
200	SEN	HOT FILE WANTED PERSON SUPPLEMENTAL ENTRY
201	SET	HOT FILE WANTED PERSON - TEMPORARY FELON ENTRY
202	SET-C	HOT FILE WANTED PERSON - TEMPORARY FELON ENTRY, CAUTION
203	SEW	HOT FILE WANTED PERSON ENTRY
204	SEW-C	HOT FILE WANTED PERSON ENTRY, CAUTION
205	SEWJ	HOT FILE WANTED JUVENILE ENTRY
206	SEWJC	HOT FILE WANTED JUVENILE ENTRY, CAUTION
207	SLT	HOT FILE WANTED PERSON LOCATE TEMPORARY
208	SLW	HOT FILE WANTED PERSON LOCATE

ID	MKE	MKE Description
209	SMT	HOT FILE WANTED PERSON - TEMPORARY FELON MODIFY
210	SMW	HOT FILE WANTED PERSON MODIFY
211	SQW	HOT FILE WANTED PERSON INQUIRY
212	SSW1	HOT FILE SEARCH FOR WANTED JUVENILE
213	SXN	HOT FILE WANTED PERSON SUPPLEMENTAL ENTRY CANCEL
214	SXT	HOT FILE WANTED PERSON - TEMPORARY FELON CANCEL
215	SXW	HOT FILE WANTED PERSON CANCEL
216	SZW	HOT FILE WANTED PERSON TEST INQUIRY
Responses Queries and Unsolicited Responses		
Administrative		
1	SZE	HOT FILE DATE OF ENTRY QUERY
Criminal History		
2	QPR	NIS PROTECTION ORDER RESPONSE FOR CJIS-IMS TESTING
3	SQH	NCIC 2000 QUERY NICS RECORD
4	SQR	CCH REQUEST FOR CRIMINAL HISTORY
Felony Vehicle		
5	SCF	HOT FILE FELONY VEHICLE CLEAR
6	SEF	HOT FILE FELONY VEHICLE ENTRY
7	SEF-A	HOT FILE FELONY VEHICLE ENTRY, OCCUPANTS ARMED
8	SEF-F	HOT FILE FELONY VEHICLE ENTRY, HOLD FOR LATENTS AND OCCUPANTS ARMED
9	SEF-P	HOT FILE FELONY VEHICLE ENTRY, HOLD FOR LATENTS
10	SLF	HOT FILE FELONY VEHICLE LOCATE
11	SMF	HOT FILE FELONY VEHICLE MODIFY
12	SXF	HOT FILE FELEONY VEHICLE CANCEL
Internal		
13	\$.SJ	HOT FILE EMANCIPATION NOTIFICATION TO ORI OF RECORD
14	\$.SL	HOT FILE RESPONSE
15	\$.SP	HOT FILE PURGE NOTIFICATION TO ORI OF RECORD
Missing Persons		
16	SCM	HOT FILE MISSING PERSON CLEAR
17	SED	HOT FILE SUPPLEMENTAL DENTAL INFORMATION ENTRY

ID	MKE	MKE Description
18	SEMD	HOT FILE MISSING PERSON ENTRY, DISABILITY
19	SEMDC	HOT FILE MISSING PERSON ENTRY, DISABILITY, CAUTION
20	SEME	HOT FILE MISSING PERSON ENTRY, ENDANGERED
21	SEMEC	HOT FILE MISSING PERSON ENTRY, ENDANGERED, CAUTION
22	SEMI	HOT FILE MISSING PERSON ENTRY, INVOLUNTARY
23	SEMIC	HOT FILE MISSING PERSON ENTRY, INVOLUNTARY, CAUTION
24	SEMJ	HOT FILE MISSING PERSON ENTRY, JUVENILE
25	SEMJC	HOT FILE MISSING PERSON ENTRY, JUVENILE, CAUTION
26	SEMN	HOT FILE SUPPLEMENTAL RECORD OF ALIASES AND/OR ADDITIONAL IDENTIFIER ENTRY
27	SEMV	HOT FILE MISSING PERSON ENTRY, CATASTROPHE VICTIM
28	SEMVC	HOT FILE MISSING PERSON ENTRY, CATASTROPHE VICTIM, CAUTION
29	SLM	HOT FILE MISSING PERSON LOCATE
30	SMD	HOT FILE SUPPLEMENTAL DENTAL INFORMATION MODIFY
31	SMM	HOT FILE MISSING PERSON MODIFY
32	SQM	NCIC 2000 MISSING PERSON INQUIRY - NON-UNIQUE IDENTIFIERS
33	SSM1	HOT FILE SEARCH FOR MISSING JUVENILE
34	SXD	HOT FILE SUPPLEMENTAL DENTAL INFORMATION CANCEL
35	SXM	HOT FILE MISSING PERSON CANCEL
36	SXMN	HOT FILE CANCELLATION OF SUPPLEMENTAL RECORD
RITS		
37	QNP	RITS NCIC 2000 QUERY NICS RECORDS INCLUDING ALL PROTECTION ORDERS
Stolen Vehicle/Parts		
38	SCP	HOT FILE STOLEN PART CLEAR

ID	MKE	MKE Description
39	SCV	HOT FILE STOLEN VEHICLE CLEAR
40	SEP	HOT FILE STOLEN PART ENTRY
41	SEP-P	HOT FILE STOLEN PART ENTRY, HOLD FOR LATENTS
42	SEPS1	HOT FILE STOLEN PART ADD-ON ENTRY
43	SEPS2	HOT FILE STOLEN PART ADD-ON ENTRY
44	SEPS3	HOT FILE STOLEN PART ADD-ON ENTRY
45	SEPS4	HOT FILE STOLEN PART ADD-ON ENTRY
46	SEPS5	HOT FILE STOLEN PART ADD-ON ENTRY
47	SEPS6	HOT FILE STOLEN PART ADD-ON ENTRY
48	SEPS7	HOT FILE STOLEN PART ADD-ON ENTRY
49	SEV	HOT FILE STOLEN VEHICLE ENTRY
50	SEV-A	HOT FILE STOLEN VEHICLE ENTRY, OCCUPANTS ARMED
51	SEV-F	HOT FILE STOLEN VEHICLE ENTRY, HOLD FOR LATENTS AND OCCUPANTS ARMED
52	SEV-P	HOT FILE STOLEN VEHICLE ENTRY, HOLD FOR LATENTS
53	SEVS1	HOT FILE STOLEN VEHICLE ADD-ON ENTRY
54	SEVS2	HOT FILE STOLEN VEHICLE ADD-ON ENTRY
55	SLP	HOT FILE STOLEN PART LOCATE
56	SLPS1	HOT FILE STOLEN PART ADD-ON LOCATE
57	SLPS2	HOT FILE STOLEN PART ADD-ON LOCATE
58	SLPS3	HOT FILE STOLEN PART ADD-ON LOCATE
59	SLPS4	HOT FILE STOLEN PART ADD-ON LOCATE
60	SLPS5	HOT FILE STOLEN PART ADD-ON LOCATE
61	SLPS6	HOT FILE STOLEN PART ADD-ON LOCATE
62	SLPS7	HOT FILE STOLEN PART ADD-ON LOCATE
63	SLV	HOT FILE STOLEN VEHICLE LOCATE
64	SLVS1	HOT FILE STOLEN VEHICLE ADD-ON LOCATE
65	SLVS2	HOT FILE STOLEN VEHICLE ADD-ON LOCATE
66	SMP	HOT FILE STOLEN PART MODIFY
67	SMV	HOT FILE STOLEN VEHICLE MODIFY
68	SQV	HOT FILE STOLEN VEHICLE INQUIRY
69	SXP	HOT FILE STOLEN PART CANCEL
70	SXPS1	HOT FILE STOLEN PART ADD-ON CANCEL
71	SXPS2	HOT FILE STOLEN PART ADD-ON CANCEL
72	SXPS3	HOT FILE STOLEN PART ADD-ON CANCEL
73	SXPS4	HOT FILE STOLEN PART ADD-ON CANCEL

ID	MKE	MKE Description
74	SXPS5	HOT FILE STOLEN PART ADD-ON CANCEL
75	SXPS6	HOT FILE STOLEN PART ADD-ON CANCEL
76	SXPS7	HOT FILE STOLEN PART ADD-ON CANCEL
77	SXV	HOT FILE STOLEN VEHICLE CANCEL
78	SXVS1	HOT FILE STOLEN VEHICLE ADD-ON CANCEL
79	SXVS2	HOT FILE STOLEN VEHICLE ADD-ON CANCEL
80	SZV	HOT FILE STOLEN VEHICLE TEST INQUIRY
Test MSG Keys		
81	T\$.8	TEST \$.8 FOR CDP
82	T\$.A	TEST \$.A FOR CPD
83	TAM	VTAM AM TEST MESSAGE
84	TAR	VTAM AM TEST MESSAGE RESPONSE
85	TBQ	VTAM BQ TEST MESSAGE
86	TBR	VTAM BQ TEST MESSAGE RESPONSE
87	TCB	VTAM CLEAR BOAT TEST
88	TCR	TEST NLETS III RESPONSE
89	TCV	NCIC-HOT STOLEN VEHICLE CLEAR
90	TDNQ	TEST DRIVERS QUERY BY NAME ONLY
91	TDNR	TEST DRIVERS RESPONSE BY NAME ONLY
92	TDQG	NLETS REGIONAL DRIVERS LICENSE QUERY FROM USER
93	TDR	NLETS DRIVERS LICENSE RESPONSE FROM NLETS
94	TDRG	NLETS REGIONAL DRIVERS LICENSE RESPONSE FROM NLETS
95	TEB	NCIC-HOT STOLEN BOAT ENTRY - NCIC2000 TESTING
96	TEV	NCIC-HOT STOLEN VEHICLE ENTRY - NCIC2000 TESTING
97	TFQ	TEST NLETS CRIMINAL HISTORY QUERY FROM USER
98	TFR	NLETS CANADIAN CRIMINAL HISTORY RESPONSE FROM NLETS
99	TI\$	TEST NCIC TRIPLE I INPUT TO GENERATE TRANSMISSION OF A \$.A. MESSAGE
100	TIQ	VTAM IQ TESTING
101	TIR	VTAM IQ TESTING - RESPONSE
102	TIR	NLETS CRIMINAL HISTORY INDEX RESPONSE FROM NLETS
103	TKQ	NLETS DRIVER HISTORY QUERY FROM USER

ID	MKE	MKE Description
104	TKR	NLETS DRIVER HISTORY RESPONSE FROM NLETS
105	TMB	NCIC-HOT STOLEN BOAT MODIFY - NCIC2000 TESTING
106	TMV	NCIC-HOT STOLEN VEHICLE MODIFY - NCIC2000 TESTING
107	TQH	NCISVTAM INQUIRY TO DETERMINE EXISTANCE OF AN INDEX RECORD
108	TQN	NCIC-HOT FILES REQUEST FOR NICS CHECK
109	TQNP	NCIC-HOT FILES REQUEST FOR NICS CHECK
110	TQPO	NCIC PROTECTION ORDER QUERY - NCIC2000 TESTING
111	TQPR	NCIC PROTECTION ORDER RESPONSE FOR CJIS-IMS TESTING
112	TQRP	NCIC-HOT FILES REQUEST FOR NICS CHECK - RESPONSE
113	TQRR	NCIC-HOT FILES REQUEST FOR NICS CHECK - RESPONSE
114	TRNQ	NEBRASKA REGISTRATION QUERY FROM USER BY NAM, TTL, CTY OR COU
115	TRQ	NLETS REGISTRATION QUERY FROM USER
116	TRQG	NLETS REGIONAL REGISTRATION QUERY FROM USER
117	TRR	NCIS DRIVERS HISTORY RESPONSE FROM NCIS/VTAM
118	TRRG	NLETS REGIONAL REGISTRATION RESPONSE FROM NLETS
119	TSQ	NCIS/VTAM SNOWMOBILE REGISTRATION QUERY FROM USER
120	TSQR	CCH REQUEST FOR CRIMINAL HISTORY
121	TSR	SNOWMOBILE REGISTRATION RESPONSE FROM NCIS/VTAM
122	TXB	VTAM CANCEL BOAT ENTRY TESTING
123	TXV	NCIC-HOT STOLEN VEHICLE CANCEL - 2000
Towed Vehicle		
124	SEVT	HOT FILE TOWED VEHICLE ENTRY
125	SEVTH	HOT FILE HOLD TOWED VEHICLE ENTRY
Wanted Persons		
126	SCT	HOT FILE WANTED PERSON - TEMPORARY FELON CLEAR

ID	MKE	MKE Description
127	SCW	HOT FILE WANTED PERSON CLEAR
128	SEN	HOT FILE WANTED PERSON SUPPLEMENTAL ENTRY
129	SET	HOT FILE WANTED PERSON - TEMPORARY FELON ENTRY
130	SET-C	HOT FILE WANTED PERSON - TEMPORARY FELON ENTRY, CAUTION
131	SEW	HOT FILE WANTED PERSON ENTRY
132	SEW-C	HOT FILE WANTED PERSON ENTRY, CAUTION
133	SEWJ	HOT FILE WANTED JUVENILE ENTRY
134	SEWJC	HOT FILE WANTED JUVENILE ENTRY, CAUTION
135	SLT	HOT FILE WANTED PERSON LOCATE TEMPORARY
136	SLW	HOT FILE WANTED PERSON LOCATE
137	SMT	HOT FILE WANTED PERSON - TEMPORARY FELON MODIFY
138	SMW	HOT FILE WANTED PERSON MODIFY
139	SQW	HOT FILE WANTED PERSON INQUIRY
140	SSW1	HOT FILE SEARCH FOR WANTED JUVENILE
141	SXN	HOT FILE WANTED PERSON SUPPLEMENTAL ENTRY CANCEL
142	SXT	HOT FILE WANTED PERSON - TEMPORARY FELON CANCEL
143	SXW	HOT FILE WANTED PERSON CANCEL
144	SZW	HOT FILE WANTED PERSON TEST INQUIRY

ATTACHMENT B

SOURCE CODE ESCROW AGREEMENT

Request for Proposal Number 3473Z1

THIS ESCROW AGREEMENT is entered into as of this _____ day of _____, 200____, by and between _____, Inc., referred to herein as Licensor or “____” a _____ corporation having its principal place of business at _____, The _____,(blank name) the Escrow Agent, whose address is _____, and The Nebraska State Patrol, referred to herein as NSP whose address is: 1600 HWY 2 Lincoln, NE 68502.

- A. In consideration of the mutual covenants set forth in this agreement, and to the exclusion of all other agreements, _____, the Escrow Agent, and NSP agree as follows:
- B. This Escrow Agreement shall remain in effect for a period of twenty (20) years, commencing on _____, 200__ and terminating on _____, 200__; or until the earlier termination of the Agreement (defined below) or such time as NSP has elected not to renew its Maintenance and Support Services Agreement for the software. NSP shall provide notice to the Escrow Agent of any election not to renew its Maintenance and Support Services Agreement with _____.
- C. Unless the escrowed documents are released pursuant to the provisions hereof, or a notice of dispute has been received from NSP and the dispute remains unresolved, the Escrow Agent shall destroy the escrowed materials upon termination of this Escrow Agreement.
- D. _____ is the copyright owner of computer programs and supporting documentation to be held in escrow by the Escrow Agent for _____. Nothing contained herein shall be construed as a representation that NSP has or will register such copyrights.
- E. _____ will deliver to the Escrow Agent a source code copy of the computer software licensed in object code form to _____ by _____ pursuant to the Agreement dated as of _____, 200__, between _____ and NSP (the Agreement). The Escrow Agent is not a party to the Agreement. The software system will be in both computerized form (tape) and in printed hard copy form and will include source code, source code listings, procedures, and documentation of the complete software system. A listing of all computer software licensed to NSP pursuant to the Agreement and deposited with the Escrow Agent is attached hereto as Exhibit A.
- F. This escrow arrangement is to provide NSP with access to the source code and supporting documentation in the event that _____ discontinues business and/or fails to provide for continued support of the software system purchased by NSP.
1. Confidential Materials. The Escrow Agent agrees to accept from _____ to be held in escrow under this Escrow Agreement, for safe keeping purposes only, confidential materials in the form of program listings, supporting documentation, and other related materials that shall be delivered to Escrow Agent in a sealed, dated envelope. _____ will promptly deposit any future updates with the Escrow Agent in the manner provided in this Escrow Agreement. Wherever the software system is updated, _____ will notify NSP and provide NSP with a list of all computer software programs to be updated. _____ will permit a designated

Authorized _____ Representative (as defined in Section 3(a) hereof) to load the updated system into the _____ computer system to test its functionality and accuracy. In addition, _____ will provide the designated _____ Authorized Representative with the hard copy printout of the updated source codes, to verify the accuracy and authenticity of it. Upon _____ completion of its verification procedures, _____ will promptly deliver to the _____ an envelope containing a source code copy of the computer software licensed in object code form to NSP pursuant to this Agreement, with all applicable updates. Upon its verification of the contents of the envelope, _____ shall seal and date the envelope and deliver it to the Escrow Agent to be substituted for the sealed, dated envelope previously on deposit with the Escrow Agent. _____ verification of the updated software system shall be evidenced by a written notice, executed by an Authorized _____ Representative, (i) authorizing the Escrow Agent to accept the substitute envelope for the envelope then on deposit with the Escrow Agent, and, (ii) certifying that _____ has verified, but has not copied, duplicated, disseminated, distributed, or reverse engineered, the software source code or any related documentation. The Escrow Agent shall not accept a new envelope containing the updated software system unless the envelope is accompanied by _____ written notice. When updates are deposited with the Escrow Agent in the manner provided herein, _____ shall provide written instructions to the Escrow Agent to release outdated materials to NSP.

2. Retention of Confidential Materials. The Escrow Agent shall retain possession of the escrow materials until such time as a release of materials is required under the terms of this agreement. The Escrow Agent shall provide _____ and NSP with 45 days prior written notice in the event that it should cease doing business or is otherwise unable to perform its obligations in accordance with the terms of this Escrow Agreement. _____ and NSP shall reasonably agree on a substitute escrow agent to perform the obligations of the Escrow Agent hereunder. In the event that _____ and NSP are unable to agree on a new escrow agent, the Escrow Agent may petition a court of competent jurisdiction to appoint a new escrow agent, and the Escrow Agent shall be entitled to court costs and reasonable attorney fees in connection with such proceeding. _____ and NSP shall each be responsible for payment of one-half of such court costs and attorneys fees.
3. Release of Confidential Materials to _____. The Escrow Agent is authorized to release escrow materials to _____ only upon compliance with the procedures specified in a, b, or c below:
 - a. Upon written demand by an officer of _____ authorized to act on behalf of _____ pursuant to the resolution delivered in connection herewith (an Authorized _____ Representative), provided that such demand is accompanied by a written approval of release by the Executive Director or any other individual designated by _____ to act on its behalf under this Escrow Agreement (an Authorized _____ Representative). Simultaneously with the execution of this Escrow Agreement, _____ shall deliver to the Escrow Agent a resolution listing the individuals authorized to execute documents on _____ behalf under this Escrow Agreement, together with specimen signatures of such individuals. Simultaneously with the execution hereof, _____ shall deliver to Escrow Agent a resolution identifying officers of _____ authorized to execute documents on its behalf under this Escrow Agreement, together with specimen signatures of such officers.
 - b. Upon written demand by an Authorized _____ Representative provided that such demand is accompanied by a written order of the American Arbitration Association directing such release after having ruled on a dispute between _____ and NSP.

- c. Upon written notice from an Authorized _____ Representative that NSP has discontinued usage of the computer software system.
4. Release of the Escrow Materials to _____. The Escrow Agent is authorized to release the escrow materials to _____ only upon compliance with the procedures specified in a, b, c, or d below:
- a. Upon written demand by an Authorized _____ Representative, provided that such demand is accompanied by a written approval by an Authorized _____ Representative.
 - b. Upon written demand by an Authorized _____ Representative, provided that such demand is accompanied by a written order of the American Arbitration Association directing such release after having ruled on a dispute between _____ and NSP.
 - c. Upon compliance by _____ and the Escrow Agent with the provisions of Section 5 hereof entitled "Demand and Dispute."
 - d. Upon written notice from an Authorized _____ Representative that _____ has discontinued support of the computer software system purchased by _____ and NSP authorizes such release of the escrow materials.

5. Demand and Dispute.

- a. In the event _____ demands release to _____ of the escrow materials in accordance with Section 4(c) above, such demand must be accompanied by all of the following documents, each signed by an Authorized _____ Representative.

A notarized letter to the Escrow Agent stating that _____ has determined, after a diligent search, that as a matter of public record, _____ has ceased conducting business and/or has failed to make provisions for continued support of the software purchased by NSP; or,

A notarized letter to the Escrow Agent, stating _____:

- a) Attempted to contact _____ via telephone without success; and,
- b) Attempted certified mail contact with _____ (copy must be enclosed) without success; and,
- c) Has failed to receive a response from _____ or its successor and a period of time greater than ten (10) days has elapsed from the attempted certified mail contact.

Upon receipt of a demand and all required documents, the Escrow Agent shall attempt to notify _____ of such demand by sending a copy of _____ demand to _____ by certified mail, return receipt requested. The Escrow Agent shall not be required to perform any further investigation to confirm NSP's demand. In the event the Escrow Agent receives no response from _____ or its successor after providing the notice specified in this paragraph, _____'s claim that _____ is no longer doing business shall be deemed to be confirmed and the release of the escrow materials to _____ shall be automatically authorized.

_____ or its successor may dispute such demand at any time within ten (10) days following the Escrow Agent's mailing of the written notice described in clause (3) above. _____ shall provide written notice to the Escrow

Agent that it continues to conduct business or has made adequate provisions to provide support service to the software purchased by NSP and that the materials should not be released to NSP.

6. No Duty to Inquire into Truth, Authenticity, or Authority. The Escrow Agent shall not be required to inquire into the truth or authenticity of any statements or representations contained in any notices, certificates, documents, or signatures in the course of performing its obligations under this Escrow Agreement.
7. No Implied Duties. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no implied duties or obligations shall be read into this Escrow Agreement against the Escrow Agent.
8. Reliance on Instruments. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice, or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in this escrow or delivered pursuant to the terms hereof, nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the safekeeping of such certificates, moneys, instruments or other documents received by it as such escrow holder, and for the disposition of same in accordance with the written instructions contemplated by this Escrow Agreement.
9. Indemnification. _____ and NSP hereby agree to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits, or proceedings at law or in equity, or any other expenses, fees, or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement, but not including actions of the Escrow Agent which are negligent, fraudulent, or otherwise a breach hereof; and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including attorneys fees and the cost of defending any action, suit, or proceedings or resisting any claim.
10. Interpleader. If there is disagreement about the interpretation of the Escrow Agent's duties under this Escrow Agreement, or about its rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, at its sole discretion, file an action in interpleader to resolve the disagreement. The Escrow Agent shall be indemnified for all costs, including reasonable attorneys' fees, in connection with the aforesaid interpleader action, and shall be fully protected in suspending all or a part of its activities under this Agreement until a final judgment in the interpleader action is received.
11. Limitation on Escrow Agent's Liability. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct or gross negligence.
12. Fees of Escrow Agent. _____ and NSP shall hereby agree to pay the Escrow Agent compensation for the services to be rendered hereunder as provided below, and to pay reasonable compensation for all additional services not contemplated by this Escrow Agreement. The Escrow Agent's fees for services rendered pursuant to this Escrow Agreement will be as follows:
 - a. A one-time acceptance fee of _____, payable upon execution of this Escrow Agreement; and,

b. _____ annual fee, payable upon execution of this Escrow Agreement and on each anniversary of the date of execution hereof.

13. Notices. Notices under this agreement shall be in writing, and shall be delivered by registered or certified mail, return receipt requested, to the intended recipient at the address set forth adjacent to such party's signature hereto, or to such other address as such recipient shall have designated in a notice to the parties to this Escrow Agreement.

14. Termination. This Agreement may not be terminated or modified except in writing signed by the Escrow Agent, Licensor, and NSP.

15. Governing Law. The laws of the State of Nebraska shall govern this Agreement.

Arbitration. Any controversy or claim between _____ and NSP, including any dispute regarding the release of the escrowed documents to _____ or _____, shall be determined by binding arbitration in accordance with the rules of the American Arbitration Association. Any arbitration proceeding conducted under the terms of this Agreement shall be held in Lancaster County, Nebraska. Judgment upon any arbitration award may be entered in any court located in Lancaster County, Nebraska, having jurisdiction, or NSP may bring an action, including a summary or expedited proceeding, to compel arbitration of any controversy or claim under this Escrow Agreement in any court located in Lancaster County, Nebraska, having jurisdiction over such action.

(Signatures)