

**State of Nebraska (State Purchasing Bureau)
REQUEST FOR PROPOSAL FOR
CONTRACTUAL SERVICES FORM**

RETURN TO:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
Phone: 402-471-6500
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
RFP 5093Z1	August 13, 2015
OPENING DATE AND TIME	PROCUREMENT CONTACT
September 14, 2015 2:00 p.m. Central Time	Nancy Storant/Connie Heinrichs

This form is part of the specification package and must be signed in ink 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, State Purchasing Bureau, is issuing this Request for Proposal, RFP Number 5093Z1 for the purpose of selecting a qualified contractor to provide a statewide, web-based State Park Reservation/Registration, Group Event Planning, Sales, and Revenue Management System.

Written questions are due no later than August 25, 2015, and should be submitted via e-mail to as.materielpurchasing@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original of the entire proposal. 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 Bureau by the date and time of proposal opening per the schedule of events. 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 for a bidder's proposal to be evaluated.
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://das.nebraska.gov/materiel/purchasing.html>
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.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING**.

Contractor hereby grants permission to the State of Nebraska and/or its agencies to reprint or republish any and all copyrighted documents related to Contractor's response to this Request for Proposal, and any and all figures, illustrations, photographs, charts, and other supplementary material

on a website accessible by the public pursuant to Neb. Rev. Stat. §84-602.02. This waiver does not apply to proprietary information properly submitted in a separate sealed, package clearly marked "Proprietary."

Contractor represents and warrants that the contents of this response to Request for Proposal and all figures, illustrations, photographs, charts, and other supplementary material herein are original and do not libel anyone or infringe upon any patent, copyright, proprietary right, or any other right whatsoever of any other party. Contractor represents and warrants that Contractor has full power and authority to execute this Copyright Release and to grant the State of Nebraska and/or its agencies the right granted herein.

Contractor agrees to indemnify, defend, and hold harmless the State of Nebraska and/or its agencies against any and all claims, suits, and/or judgments, including costs, expenses, damages, and reasonable legal fees based upon and arising from Contractor's violation of the rights of others and/or by reason of a breach of any of the foregoing warranties.

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 unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat §73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

____ **NEBRASKA CONTRACTOR AFFIDAVIT:** Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

____ I hereby certify that I am a **Resident disabled veteran or business located in a designated enterprise zone** in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

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.

Account Number: The account number is the combination of a fund identifier, business unit code, object code, subsidiary code, subledger type, and subledger code. Each business unit is tied to one fund. A fund can be tied to multiple business units.

Addendum: Something to be added or deleted to an existing document; a supplement.

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

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

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

Amendment: A written correction or alteration to a document.

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

ARO: After Receipt of Order

Authentication: The process of uniquely identifying an individual. Authentication ensures that the individual is who he or she claims to be, but says nothing about the access rights of the individual.

Authorization: The process of giving individuals access to system objects based on their identity which allows them to add, update, delete or view information for a web application.

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): In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

Bid/Proposal: The offer submitted by a vendor in a response to written solicitation.

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

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

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

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

Business Rules: The policies and procedures determined by the Nebraska Game and Park Commission (NGPC) that are necessary to administer reservations on a fair and equal basis for guests, and to provide direction to contractor while conducting reservation business for NGPC. Business rules are subject to change at the discretion of NGPC to enhance the administration of a centralized campground reservation system.

Business Unit Code: An alphanumeric code (consisting of 12 characters) that is unique to each entity within the State and is used to track costs.

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

Calendar Year: The one (1) year period beginning January 1st and ending December 31st.

Camping Limit: A fourteen (14) day limit in any consecutive 30-day period at one (1) State Park facility.

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

Change Fee: The fee charged to process a reservation change.

Channel: In this RFP, channel refers to the source of a reservation. Reservations can be made through the call center, via the internet, or at a park office.

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

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

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

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

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

Confirmed Reservation: A reservation is confirmed when a payment on that reservation has been received.

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

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

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

Contract Period: The duration of the contract.

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

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

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

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.

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

Cutoff: The number of days prior to arrival that a guest is allowed to make a reservation. After the cutoff date, the unit becomes available on a first-come, first-serve basis.

Designated Campsite: A campsite that is identified by a numbered post.

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

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

Double Booking: The booking of a unit by more than one (1) party for the same date, to include any portion of a reservation stay with overlapping days, whether or not the reservations were made through the call center, via the reservation website, or at a park office.

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

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

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

First-Come, First-Serve: Registration of walk-in guests for immediate stay at, or use of, campsites, cabins, lodge rooms, horse stalls, picnic shelters, and meeting rooms that are not occupied either due to no reservation for the unit by the cutoff date or the campsite is identified as non-reservable. No reservation fee is charged to the guest.

Fiscal Year: July 1 through the following June 30.

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

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

Front Desk: The main component of the State Park Reservation System used by park staff to begin a reservation for an individual customer.

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

Fund Identifier: An alphanumeric code (consisting of 5 characters) that identifies an independent accounting entity with a self-balancing set of accounts.

Go Live: The date, mutually agreed upon between the contractor and NGPC, on which the State Park Reservation System begins accepting and processing reservations for Nebraska.

Group Event Planning: The main component of the State Park Reservation System used by park staff to begin a reservation for a group or business.

Initial Reservation: The initial contact to reserve a unit (e.g., campsite, cabin, lodge room, meeting room, picnic shelter, horse stall) for a specific period of time in a particular State Park facility. The initial reservation includes the issuance of a reservation number.

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the RFP, ITB (written solicitation) or contract are completed.

Internet: In general, a collection of networks connected to each other using TCP/IP technology. The general public is able to use the internet to access the State Park Reservation System.

Interruption: When determining potential penalties for performance failures, interruption is any disruption of full functionality or intermittent outages extending over a two (2) hour period.

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

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

LDAP: LDAP (Lightweight Directory Access Protocol) is an Internet protocol that applications use to look up user information from a server, such as Microsoft Active Directory.

Lodging: Cabins and/or lodge rooms.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Merchandise: All items available for purchase or use at a park that is not a reservable unit. As used in this RFP, merchandise includes items such as meals, firewood, cribs, roll-away beds, and extra picnic tables.

Method of Payment: The following are acceptable forms of payment at the present time. MasterCard, Visa, money orders, personal checks, NGPC bucks, camping coupons, Travelers' checks, NGPC promotional coupons, gift certificates, Inter-Agency Billing Transactions (IBTs), NGPC vouchers, and cash. Reservations made via the internet accept payment by MasterCard or Visa.

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

Must: See Shall/Will/Must.

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

NGPC: The Nebraska Game and Parks Commission is a unit of State Government in the State of Nebraska.

NGPC Bucks: A gift certificate issued by NGPC for a specified value and accepted as payment as indicated on the certificate.

NGPC Fee: A fee determined by NGPC and collected as payment to use a campsite, lodge room, cabin, picnic shelter, horse stall, meeting room, activity, etc.

NGPC Project Manager: The NGPC staff person assigned to administer the State Park Reservation System and serve as the main point of contact between the contractor and NGPC for administrative issues.

Non-Reservable Units: No reservations are allowed for non-reservable units.

Object code: An alphanumeric code (consisting of 6 characters) that identifies a cost category within a cost code, such as labor, materials, equipment, and subcontracts. It can further divide a cost category into subcategories.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

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

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

Order ID Number: A unique number is assigned to each separate financial transaction or amount charged to the guest and associated with a reservation.

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

Partial Reservation Cancellation: When a guest requests to drop one (1) or more nights (e.g. drop last night of a three (3) night stay) of a multiple night reservation.

Payroll & Financial Center (PFC): Electronic procurement system of record.

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

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

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

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

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

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

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

Proposal: See Bid/Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and 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/Grievance: A complaint about a governmental action or decision related to an Invitation to Bid or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

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

Registration: Registrations are available by walk-in, without a reservation, for an immediate stay, on a first-come, first-serve basis, at a State Park facility. The guest is not charged a reservation fee to register.

Release Date: The date of public release of the written solicitation to seek offers

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

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

Reservation: The advance booking (in advance of designated reservation cut-off time) of a reservable unit and/or activity for a contiguous period of time and a commitment to hold the unit for a guest's use.

Reservation Cancellation: A cancellation of the entire reservation.

Reservation Change: Subsequent to the initial reservation, a guest contacts via telephone to change one (1) or more of the parameters of the guest's reservation.

Reservation Number: A unique number assigned to each initial reservation entered into the State Park Reservation System (tentative or confirmed), which allows park staff to quickly identify a guest's specific reservation.

Reservation Date: The date on which the reservation was made.

Reservation Transaction: Each new telephone contact, walk-in contact, or online session that results in a successful reservation, change(s) to a reservation, or cancellation of the reservation.

Reservation Fee: The fee charged to process a reservation.

Reservation Window: A rolling period of time during which a customer is allowed to make a reservation, the period begins one year prior to arrival and ends a few days prior to arrival.

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

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

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

Should: Expected; suggested, but not necessarily mandatory.

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

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

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

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

State: The State of Nebraska.

State Park Reservation System: A web-based centralized Nebraska State Park Reservation/Registration, Group Event Planning, Sales, and Revenue Management System.

State Parks: When used in general context, this shall mean all State Park areas (State Parks (SP), State Recreation Areas (SRA), and State Historical Parks (SHP)).

Subledger code: An 8-character alphanumeric code that is a subset of the object code.

Subledger type: A 1-character alphanumeric code used with the subledger code to identify the subledger type.

Subsidiary code: An 8-character alphanumeric code that is a subset of the object code that includes detailed records of the accounting activity.

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

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

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

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

Unconfirmed Reservation: When no money has been received for a reservation or when a non-sufficient fund (NSF) check or declined credit card has been received as payment for a reservation.

Unit: Reservable or non-reservable inventory (e.g., cabins, lodge rooms, campsites, picnic shelters, meeting rooms, horse stalls.)

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

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

Vendor Performance Report: A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Void: A void is a transaction made to reverse a transaction that was made in error and needs to be eliminated from the State Park Reservation System. Voids are intended only to correct transactions that should not have occurred. They are not intended to replace the cancellation process.

Walk-In Guest: A guest who is registered by staff at a State Park facility on a first-come, first-serve basis into the State Park Reservation System for campsites, cabins, lodge room, horse stall, picnic shelter, or meeting room (no reservation fee is charged).

Web Applications: Web server based applications that are accessed using a web browser. This definition includes custom developed systems and third party software systems.

Will: See Shall/Will/Must.

Work Day: See Business Day.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 5093Z1 for the purpose of selecting a qualified Contractor to provide a statewide, web-based State Park Reservation/Registration, Group Event Planning, Sales, and Revenue Management System. Any resulting contract is not an exclusive contract to furnish the services provided for in this Request for Proposal, and does not preclude the purchase of similar services from other sources.

A contract resulting from this Request for Proposal will be issued approximately for a period of five (5) years effective the date of award. The contract has the option to be renewed for three (3) additional one (1) year periods as mutually agreed upon by all parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Contractor and the State of Nebraska.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: <http://das.nebraska.gov/materiel/purchasing.html>

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	August 13, 2015
2.	Last day to submit written questions	August 25, 2015
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at http://das.nebraska.gov/materiel/purchasing.html	September 2, 2015
4.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	September 14, 2015 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	September 14, 2015
6.	Evaluation period	September 16, 2015 thru September 25, 2015
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	October 9, 2015
9.	Contract finalization period	October 13, 2015 through November 3, 2015
10.	Contract award	November 4, 2015
11.	Contractor start date	TBD

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: Nancy Storant/Connie Heinrichs
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

Telephone: 402-471-6500
Facsimile: 402-471-2089
E-Mail: as.materielpurchasing@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing a statewide, web-based State Park Reservation/Registration, Group Event Planning, Sales, and Revenue Management System 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. CUSTOMER SERVICE

In addition to any specified service requirements contained in this agreement, the Contractor agrees and understands that satisfactory customer service is required. Contractor will develop or provide technology and business procedures designed to enhance the level of customer satisfaction and to provide the customer appropriate information given their situation. Contractor, its employees, Sub-Contractors, and agents must be accountable, responsive, reliable, patient, and have well-developed communication skills as set forth by the customer service industry's best practices and processes.

D. COMMUNICATION WITH STATE STAFF AND EVALUATORS

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. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this RFP.

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-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.

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 5093Z1; a statewide, web-based State Park Reservation/Registration, Group Event Planning, Sales, and Revenue Management System Questions". It is preferred that questions be sent via e-mail to as.materielpurchasing@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 Nancy Storant/Connie Heinrichs, showing the total number of pages transmitted, and clearly marked "RFP Number 5093Z1; a statewide, web-based State Park Reservation/Registration, Group Event Planning, Sales, and Revenue Management System Questions".

It is recommended that Bidders submit questions sequentially numbered, include the RFP reference and page number using the following format.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>

Written answers will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing.html> 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 of the entire proposal should be submitted. 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. 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, 402-471-6500 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 the proposal will be rejected.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING**.

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 at the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website.

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. The State may elect to use a third-party to conduct credit checks as part of the corporate overview evaluation. Areas that will be addressed and scored during the evaluation include:

1. 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;
2. Technical Approach; and
3. Cost Proposal.

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

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

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the RFP cover page under "Bidder must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within ten (10) business days of request:

- a. Documentation from the United States Armed Forces confirming service;
- b. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
- c. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
- d. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the bidder from consideration of the preference.

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://das.nebraska.gov/materiel/purchasing.html>. 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 Evaluation 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 be published.

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.

Any contact, or attempted contact, with an evaluator that is involved with this RFP may result in the rejection of this proposal and further administrative actions may be taken.

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. Request for Proposal For Contractual Services form, signed in ink;
2. Corporate Overview;
3. Technical Approach; and
4. 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. The State may use a third-party to conduct reference checks.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: financial stability of the company, 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 should be authorized to transact business in the State of Nebraska. All bidders are expected to comply with all Nebraska Secretary of State Registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The bidder who is the recipient of an Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its current (within ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing; or in the case of a sole proprietorship, provide written documentation of sole proprietorship. This must be accomplished prior to the award of the contract. Construction Contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

If a bank is registered with the Office of Comptroller of Currency, it is not required to register with the State. However, the Office of Comptroller of Currency does have a certificate of good standing/registration. The bank could provide that for verification. (Optional)

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 unless otherwise agreed to, 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, and (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. **Bidders must include completed Section III with their proposal response.**

A. GENERAL

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

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

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor’s Proposal, signed in ink
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

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) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor’s Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

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

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, in whole 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 intent to award decision has been determined, it will be posted to the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at: http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf

Any protests must be filed by a vendor within ten (10) business 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)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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 Sub-Contractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach

of contract. The Contractor shall insert a similar provision in all sub-contracts for services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

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

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

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

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Sub-Contractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Sub-Contractor(s). The Contractor is also responsible for ensuring Sub-Contractor(s) maintain

the insurance required until completion of the contract requirements. The Contractor shall not allow any Sub-Contractor to commence work on any Sub-Contract until all similar insurance required of the Sub-Contractor has been obtained and approved by the 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 Sub-Contractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Sub-Contractor'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 Sub-Contractor 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 Sub-Contractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered 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
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- e. SUBROGRATION WAIVER**
 "Waiver of Subrogation on the Worker's Compensation in favor of the State of Nebraska."
- f. LIABILITY WAIVER**
 "The State of Nebraska, Certificate holder, is an additionally insured, primary & noncontributory on the General Liability."

4. EVIDENCE OF COVERAGE

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-2089 (fax)

Administrative Services
 State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, NE 68508

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 State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

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

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.

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.

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

H. INDEPENDENT CONTRACTOR

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

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

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

I. CONTRACTOR RESPONSIBILITY

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

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's

proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Sub-Contractor's services, the Sub-Contractor's 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 Sub-Contractors 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)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Sub-Contractors, 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 Sub-Contractor 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 Sub-Contractor 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.

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

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

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

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

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

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

N. ERRORS AND OMISSIONS

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

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.

O. BEGINNING OF WORK

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

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

P. ASSIGNMENT BY THE STATE

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

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.

Q. ASSIGNMENT BY THE CONTRACTOR

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

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.

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

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, mandatory requirements, or applicable state or federal laws or statutes. "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.

S. GOVERNING LAW

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

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.

T. ATTORNEY'S FEES

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

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.

U. ADVERTISING

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

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

V. STATE PROPERTY

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

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

W. SITE RULES AND REGULATIONS

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

The Contractor shall use its best efforts to ensure that its employees, agents, and Sub-Contractors 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)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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) calendar days following deposit in the mail.

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

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

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

Y. EARLY TERMINATION

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

The contract may be terminated as follows:

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

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

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

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

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

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) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

AA. BREACH BY CONTRACTOR

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

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) calendar 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)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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. ADMINISTRATION – CONTRACT TERMINATION

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

1. Contractor must provide confirmation that upon contract termination all deliverables prepared in accordance with this agreement shall become the property of the State of Nebraska; subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.
2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor’s routine back up procedures.

DD. PENALTY

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

Contractor shall restore the functionality of the State Park Reservation System within two (2) hours during peak usage periods which are 7 a.m. to 7 p.m. Central Time each day April 15th through October 15th, and within three (3) hours during off peak usage periods. For more than two (2) occurrences of interruption of more than two (2) hours or a total of four (4) hours of interruption during peak usage periods in a calendar month, the penalty will be imposed beginning the first hour of the next interruption. For more than two (2) occurrences of

interruption of more than three (3) hours or a total of six (6) hours of interruption during off-peak usage periods in a calendar month, the penalty will be imposed beginning the first hour of the next interruption.

In the event the interruption of the State Park Reservation System is attributable to a defect due to the acts of omission or negligence of Contractor, Contractor shall pay a penalty of two thousand dollars (\$2,000) per hour for each hour the State Park Reservation System is not fully functional after the time periods set out above; if, however the State determines such non-functionality is caused by reasons other than the acts or negligence of Contractor, Contractor shall not be subject to this penalty.

The State Park Reservation System must provide immediate response to user input. Continued delays in response time shall be considered an interruption in service and subject to penalty as described above.

The determination of loss of functionality shall be made by the State and such determination shall be final.

In the event that the State Park Reservation System allows a reservation double-booking of any facility, the contractor will refund all fees and charges to the guests affected, and return three (3) times this amount to Nebraska Game and Parks Commission (NGPC). Reservation double-booking means accepting more than one reservation for a specific facility with overlapping stays, no matter which channel or where the reservations were made.

In the event that the State Park Reservation System loses a reservation, the contractor will refund all fees and charges to the guests affected, and return three (3) times this amount to NGPC. A reservation is lost or missing when it could not be found in the State Park Reservation System at least by arrival day and can be substantiated by evidence, such as a confirmation notice or reservation number, and reviewed by NGPC Project Manager and Contractor.

Failure by the State Park Reservation System to enforce the Reservation System Business Rules, as outlined in Appendix B within this RFP, will result in a fine of \$100 per occurrence. In the event that the Contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the Contractor, without penalty, until such failure is cured or otherwise adjudicated.

If any of the performance standards were not attained, based on review of the required monthly performance standard reports, the contractor will be assessed penalties as outlined above. The NGPC Project Manager will meet with the contractor's Project Manager, if necessary, to determine whether those standards were met and if any corrective action is needed when they were not met. Any penalty is assessed against that month's contractor's invoice.

EE. FORCE MAJEURE

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

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

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

GG. PAYMENT

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

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. 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)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Invoices for payments should be submitted by the contractor to the Nebraska Game and Parks Commission via mail and email in a sortable Excel Spreadsheet (2200 N. 33rd Street, Lincoln, NE 68503 and to an email address to be determined) requesting payment for services with sufficient detail to support the payment. The fields required are:

1. Park
2. Sales Channel (Call Center, Field, Web)
3. Transaction Group (Cancellation, Reservation, Transfer)
4. Account
5. Order Number
6. Customer
7. Transaction Type (Reservation, Transfer Same Facility Diff Value, Change Dates, Extend Stay Leave Later, Cancellation, Extend Stay Arrive Earlier, etc...)
8. Fee Schedule
9. Schedule Price (USD)

The invoice should show the totals for each of the Sales Channels by Transaction Group, and a Grand Total. The invoice should only be for a one calendar month period.

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. RIGHT TO AUDIT

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

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Sub-Contractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other

reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Sub-Contractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Sub-Contractors to the extent that those sub-contracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

JJ. TAXES

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

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

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 Sub-Contractor 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)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, 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 shall be determined in accordance with applicable unit prices if any, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification. Changes or additions to the contract beyond the scope of the RFP are not permitted.

MM. SEVERABILITY

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

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

NN. CONFIDENTIALITY

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

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

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, and provide supporting documents showing why such documents should be marked proprietary.** 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.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

PP. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

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

By submission of this proposal, the bidder certifies that it is the party making the foregoing proposal and 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 the 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. STATEMENT OF NON-COLLUSION

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

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or

attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

RR. PRICES

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

All prices, costs, and 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.

SS. BEST AND FINAL OFFER

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

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.

TT. ETHICS IN PUBLIC CONTRACTING

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

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, employee or evaluator 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 or any evaluator.

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.

UU. INDEMNIFICATION

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

- 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, Sub-Contractors, 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, Sub-Contractors, 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.

VV. NEBRASKA TECHNOLOGY ACCESS STANDARDS

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

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards. In the event such standards change during the Contractor’s performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

WW. ANTITRUST

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

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

XX. DISASTER RECOVERY/BACK UP PLAN

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

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 the specifications in the contract in the event of a disaster.

YY. TIME IS OF THE ESSENCE

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

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.

ZZ. RECYCLING

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

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 Neb. Rev. Stat. §81-15,159.

AAA. DRUG POLICY

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

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

BBB. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the Request for Proposal response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor’s lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

CCC. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

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

The Contractor, by signature to this RFP, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements in any and all sub-contracts into which it enters. The Contractor shall immediately notify the Department if, during the term of this contract, Contractor becomes debarred. The Department may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

DDD. POLITICAL SUB-DIVISIONS

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

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. §81-145, listed as “all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations.” A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

EEE. OFFICE OF PUBLIC COUNSEL

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

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract and shall not apply if Contractor is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq.

FFF. LONG-TERM CARE OMBUDSMAN

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

If it is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq., Contractor shall comply with the Act. This section shall survive the termination of this contract.

GGG. LICENSE/SERVICE OR OTHER AGREEMENTS

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

Any License/Service or other such agreements which the bidder may want the State to consider must be submitted with the bid. Any License/Service or other such agreements submitted to the State post bid opening may result in the bid being rejected in its entirety. Any such agreement, if agreed to by the State, will be considered an addendum to the contract. Any terms and conditions contained in any such accepted agreement (addendum) must not conflict with or alter the State's Terms and Conditions (Terms and Conditions) as contained in the RFP and finalized in the contract. In the event of any conflict between the Terms and Conditions and any addendum the Terms and Conditions will prevail.

The State reserves the right to reject any submitted addendum and considers the submission of any such addendum to be a proposed alteration of the Terms and Conditions.

This clause does not apply to any third party license or service agreements.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder should provide the following information in response to this Request for Proposal.

A. PROJECT OVERVIEW

Nebraska Game and Park Commission (NGPC), State Parks Division, is seeking a State Park Reservation System that accepts and processes reservations and registrations in real-time and provides cutting edge technology that is easy to understand and use for both NGPC park staff and the parks' customers. The system should provide an integrated event planning module. Reservations and registrations should be trackable and guest reservation history should be available.

There should be an integrated Revenue Management module and an integrated Sales module that comply with Generally Accepted Accounting Principles (GAAP). The system should generate transaction files of collected revenue, transaction fees, and merchandise items to be sent to the State's financial system. The system should allow for offline cash and check sales.

The system should be able to create reports to assist NGPC's decision making and assist in daily facilities management. The system should provide features that allow easy promotion of park use and attendance at special events.

NGPC intends to award to a single contractor to provide, operate, and support such a customized website and State Park Reservation System.

B. NGPC

The mission of the NGPC is the stewardship of the State's fish, wildlife, park, and outdoor recreation resources in the best long-term interests of the people of Nebraska and those resources.

Nebraska State Parks

Nebraska's State Park System currently is comprised of eight (8) State Parks (SP), ten (10) State Historical Parks (SHP), fifty-nine (59) State Recreation Areas (SRA), and two (2) State Recreation Trails. In total, the State Park System's seventy-nine (79) areas encompass an estimated 136,363 acres of land and water which, in 2014, hosted an estimated 12,348,491 visitor use days of recreation (up from 11,639,280 in 2013).

The State Park System is administered by a Division Administrator who oversees three (3) Assistant Division Administrators who are responsible for all State Parks within their respective areas. The Assistant Division Administrators have various responsibilities including budget and administration, operational oversight, and events programming. The NGPC is responsible for approving all park and reservation fees.

Reservations in Nebraska State Parks have increased year after year and this trend is expected to continue. The table below shows numbers of reservations by channel for the last 6 years. The average annual percentage increase during that period was nearly 2.3%

	Website	Call Center	Park Office	Total	%Increase
2014	32,525	3,503	13,364	49,392	2.6%
2013	31,334	3,628	13,169	48,131	5.1%
2012	29,079	4,017	12,718	45,814	4.1%
2011	27,092	4,237	12,660	43,989	-0.15%

2010	25,900	4,694	13,461	44,055	1.8%
2009	23,510	5,362	14,423	43,295	

Information about Nebraska State Parks may be obtained from the NGPC website at <http://outdoornebraska.ne.gov/parks.asp>

C. CURRENT OPERATING ENVIRONMENT

Access

The NGPC State Parks Division (State Parks) currently uses a statewide, web-based reservation system that accepts and processes reservations in real-time using the following methods of access.

1. The current contractor hosts an internet website that permits the public to check availability of reservable units and to make and cancel reservations. The site can be accessed by the public directly.
2. The Nebraska State Parks Reservation Call Center is housed in the NGPC headquarters office in Lincoln, Nebraska, and is staffed by NGPC employees year-round. Customer service issues can be addressed and reservations can be made through the call center.
3. Reservations can be made by phone or walk-in at any staffed park facility for that facility.

Features

The basic features of the current State Park Reservation System are listed below; however, the following is not a complete list.

1. The current State Park Reservation System provides:
 - a. a single web-based centralized database that maintains real-time updating by park staff and the public accessing the State Park Reservation System,
 - b. Help Desk support for NGPC staff from 9am to 6pm CT with forwarding to an on-call number after hours.
 - c. a separate test database that mirrors the production database,
 - d. a reservation and registration management module,
 - e. a group event planning module,
 - f. a sales module that allows offline cash and check sales when the online module is unavailable,
 - g. a revenue management module with secure transaction, reconciliation, and remittance features, which is GAAP compliant as it handles accounts receivable and accounts payable
 - h. the ability to make, modify, and cancel reservations,
 - i. reports and reservation data in various formats to aid park staff with arrivals and day-to-day park management,

See Appendix A - Current Features and Processes for details of the current system.

2. Minimum Hardware Configuration

The current State Park Reservation System is hosted and maintained by the current contractor on an Oracle database, which is accessed through the internet and by NGPC-provided hardware with a minimum configuration of Intel Q8400 Processor @ 2.66GHz, 4 GB RAM, 320 GB Hard Drive, Windows 7, Office Professional 2010, and is supported to use Internet Explorer and Firefox.

Additional hardware/equipment includes (numbers of devices currently in use are shown in parentheses below):

- a. Thermal Receipt Printers (66)
 - i. Citizen Micro HumanTech
 - a) Model CT-S2000 Series
- b. Cash Drawers (62)
 - i. MMF Cash Drawer
 - a) Model – Printer Driven
- c. Credit Card Swipes (66)
 - i. ID Tech Mini Mag Magnetic Stripe Reader
 - a) Model # IDMB-334133BX
 - b) Model # IDMB-334112B
- d. Bar Code Scanners (24)
 - i. Symbol LS2208.

Limited quantities were initially provided by the contractor and 8 more of each are supplied annually, all of which become property of the State.

D. SCOPE OF WORK

The contractor will be responsible for the implementation and maintenance of a statewide web-based State Park Reservation/Registration, Group Event Planning, Sales, and Revenue Management System (State Park Reservation System) for the State of Nebraska as specified in this RFP. This system will be the focal point for customers who want to visit the great State of Nebraska, providing a one-stop shop where visitors are able to see what Nebraska's State Park System has to offer, make their reservations at State park facilities, and pay for those reservations.

The State Park Reservation System will provide complete reservation and registration features for individual visitors and for groups wishing to use State Park facilities. It will provide a link to the NGPC website but will not otherwise gather information from, or provide data to, that system.

The State Park Reservation System will handle sales and inventory tracking of merchandise items, including collection of offline cash and check sales data when online service is not available. Accounting of receivables and refunds will be handled, and various reports and statements will be generated to provide appropriate information to customers and administrative and field staff. Files will be created to be sent to the State's accounting system but no other State systems will be directly or indirectly affected.

E. PROJECT REQUIREMENTS

The awarded contractor must, at a minimum, continue to provide the current services to customers and NGPC staff as outlined above and detailed in Appendix A - Current Features and Processes and improve on the current system to enhance productivity and efficiency. The awarded contractor will be responsible for the following services and functions.

1. Reservation and Registration Processing

The State Park Reservation System must provide complete reservation/registration services. Additionally, group event planning functions must be provided for NGPC staff. Reservations are subject to the NGPC State Parks Division Reservation System Business Rules as outlined in Appendix B. For group events, flexibility is allowed in the

enforcement of the NGPC State Parks Division Reservation System Business Rules, however, the reservation fee and the one (1) year in advance reservation window must be enforced.

The State Park Reservation System should:

- a. allow search for, description and availability of, reservable units,
- b. display narrative about each park and its activities,
- c. allow reservation of specific unit(s),
- d. allow registration of walk-in guests for units that are available,
- e. create or update a customer or group profile, including red flag alerts that can be viewed by staff when making a reservation and at registration.
- f. allow a group event to be planned and reserved, similar to events held in hotels and conference centers to include the ability to :
 - i. allow a unit that is part of a Group Event to be separated from the Group Event and transferred to an individual reservation, and recalculate the Event's new balance,
 - ii. send a confirmation to the primary occupant rather than the original customer who made the reservation, and
 - iii. assign and track occupants of units in a group reservation,
- g. allow changes to, or cancellation of, an entire reservation, or part of a reservation,
- h. allow payment at the time of reservation, invoicing at a later date, or mailing a payment,
- i. update units as reserved when reservations are made,
- j. send a confirmation of a new, modified or cancelled reservation or a financial transaction, and
- k. generate guest registration forms, and
- l. retain historical information about reservations and profiles.

2. Merchandise Processing

The Sales module of the State Park Reservation System should be able to function independently and should be integrated with the Reservation module to allow park staff to charge guests, and collect payment, for miscellaneous items, whether or not a reservation is involved. The Sales module should allow offline cash and check sales, storing pertinent information, when the online system is temporarily unavailable, for later batch processing.

The Sales module should display merchandise items based upon the channel where the item is available for sale or use (e.g., roll-away beds, cribs, firewood, extra picnic tables, meals), and provide a mechanism that allows NGPC staff with appropriate authority to designate the channels on which an item is available. The module should allow merchandise items to be purchased and paid for, allowing park staff to collect payment by all methods of payment that are acceptable via that channel, or to add the cost to a guest or group event reservation account. At the park office, all items should be available (as they currently are); at the call center and on the website, specified item(s) should be available.

The Sales module should allow processing of tips collected from customers (for all methods of payment), specifically:

- a. provide a place for the customer to enter the amount to add as the tip on the guest receipt,

- b. allow the cashier to enter the tip amount and charge the guest's credit card accordingly,
- c. accumulate tip totals by park staff ID (in order to provide proper tracking and payment of tips collected for payment to the appropriate individual).

The Sales module should:

- a. allow park staff to enter a discount that will reduce the price for specified items,
- b. allow grouping of items, including reservable unit(s), to sell as one package with the appropriate object code and subledger code for each item, and
- c. allow park staff with appropriate authority to add, edit, or delete all necessary data for merchandise items.

3. Application Security and Administrative Functions

The State Park Reservation System must support various levels of role-based security. The NGPC Project Manager should be able to assign staff to configurable roles. Each staff member who uses the State Park Reservation System is required to have a secure login ID, which is associated with their role.

The State Park Reservation System should allow the NGPC Project Manager to:

- a. define role profiles to designate specific permissions for park staff member access,
- b. configure:
 - i. which screens are visible to staff, based on role profile,
 - ii. who can update inventory photos, based on role profile, and
 - iii. which fields can be modified, based on role profile;
- c. set or modify business rules and other parameters, such as policies, prices, tax rates, and cut-off dates for each of the channels used to make or modify a reservation,
- d. designate reservable units in each park area, and
- e. add, modify, and remove merchandise items.

The State Park Reservation System should retain a record of actions taken on the State Park Reservation System together with information to identify who implemented the action.

4. Financial

The State Park Reservation System must provide a Revenue Management module that allows billing guests for all charges incurred during their stay and allows billing groups for all charges incurred during a group event. The financial structure of the Revenue Management module must provide a breakdown of revenue that conforms to GAAP and NGPC's current accounting system. The State Park Reservation System must provide adequate security, internal controls, and management reporting to assure that revenue transactions and reservation data are processed accurately, consistently, and in a timely manner and should provide ad hoc reporting capability. The contractor will be responsible for maintenance and storage of financial data for seven (7) years from date of transaction.

The Revenue Management module must provide a comprehensive audit trail and reconciliation reporting that should be flexible enough to allow reconciliation at various time intervals. The module should allow staff to trace a guest's payment back to the original transaction and provide specific details of the transaction.

The Revenue Management module should allow creation of new merchandise items, together with the appropriate accounting codes.

5. Payment and Credit Card Processing

The State Park Reservation System must be able to accept and categorize payments by check, Traveler's check, money order, all major credit card and debit card brands, voucher, gift certificate, NGPC bucks, IBT (Inter-Agency Billing Transaction), and any promotional coupons or gift cards issued by the NGPC.

The State Park Reservation System must integrate with the State of Nebraska's Merchant Credit Card Processing Service. All credit card transactions will be securely processed through the State Park Reservation System and all will undergo on-line verification prior to reservation confirmation. Processing must be compliant with Payment Card Industry's Data Security Standards ("PCI DSS").

The State Park Reservation System must have an accounts receivable (AR) module, used to post an amount due when a reservation is made that will be paid for later and to make adjustments. The module should be able to handle advance deposits for group events and recalculation of the group's account balance when a unit is separated from the group event and transferred to an individual reservation.

The State Park Reservation System must have an accounts payable (AP) module, used when handling a credit is owed to a guest or group, which should include the ability to create a voucher or issue a refund.

6. Reports and Statements

See Appendix C, Reports, for descriptions of required reports.

All reports should be available for on-screen display, for formatted printing, and for export into Microsoft Excel and PDF worksheets. Data should be selectable by date and location parameters. Reports should be sortable. The State Park Reservation System should allow ad hoc reporting capability.

Revenue accounting reports should breakdown revenue collected by accounting categories to facilitate NGPC deposits. These reports should be sortable.

The State Park Reservation System should allow the printing of an advance statement with payment and balance information upon guest arrival. Upon check out, an itemized statement should be printed reflecting all payments and providing a current balance.

See Appendix D for lists of fields needed in reports, confirmations, registrations, and on screen display of reservable units.

F. TECHNICAL REQUIREMENTS

1. BUSINESS CONTINUITY PLANNING AND DISASTER RECOVERY

The contractor must provide a primary site and a secondary site as bi-directional (or fail over ready) sites. Both facilities need to be classified as "Tier IV" under the guidelines set forth by the National Uptime Institute at http://www.gpxglobal.net/wp-content/uploads/2012/10/TIERSTANDARD_Topology_120801.pdf.

Contractor will be required to create, document, and test quarterly the backup, failover, and disaster recovery procedures and provide a report of the results to NGPC.

2. DATA OWNERSHIP AND STORAGE, REPLICATION, AND BACKUP

All data must be migrated from the current reservation system to the new contractor's State Park Reservation System prior to the go-live date. Testing of data migration must be done in advance according to the Testing Plan to ensure data has not been lost or corrupted.

NGPC is, and will remain, the owner of all data maintained on the database. The contractor will be responsible for storing, and for the safe keeping of, all data on a central database and for maintaining a full backup copy of the production database. The contractor will be responsible for maintaining and storing all data for seven (7) years from the time the reservation is made. All data must remain accessible to NGPC.

Data storage, replication, and backup services must be located in the United States and must use leading technologies. Contractor must provide a high-speed Storage Area Network (SAN) fabric that allows for fiber data transfer speeds for offsite replication of the State Park Reservation System's data. Contractor is responsible for having a data recovery plan emphasizing data and system recovery timeline.

The contractor must provide a Secure File Transfer Protocol (SFTP) server as the means to upload and download data during scheduled exchanges of bulk information.

A backup of all databases will be provided to NGPC on at least a monthly basis, or as requested, to include a database mapping when the structure/fields of the database change(s).

3. HOSTED ENVIRONMENT

Three Environments

The contractor will provide a development environment and a Customer Acceptance Testing (CAT) environment as well as a production environment. The development environment will be used by the contractor's staff to test the product, make enhancements, and correct deficiencies before new code is moved to the CAT environment. The NGPC Project Manager and designee(s) should have access to the development environment throughout the development process.

A CAT site and database that mirrors the structure and functions of the production environment will be available at all times for training purposes. This CAT database will be synchronized with the production database on at least a quarterly basis. The CAT environment must be completely separate and should have a distinctly different look than the production environment. The contractor should provide a test credit card number, and accept only this credit card number, for use on the development and CAT sites. After the initial development and implementation is complete, the CAT environment must be kept and maintained for training and for user acceptance testing of any subsequent additions or modifications to the State Park Reservation System.

Hardware

NGPC will provide personal computers and document printers at the park offices and the call center.

The contractor's State Park Reservation System must be able to operate at the State's current minimum hardware configuration. The contractor's State Park Reservation System must be compatible with the NGPC's current additional hardware/equipment or the contractor must provide compatible hardware/equipment (see Section IV. C. CURRENT OPERATING ENVIRONMENT Item 2 under Features above) and must provide all additional hardware/equipment needed for efficient operation of the State Park Reservation System (currently eight (8) each of thermal printers, cash drawers, credit card swipes, and bar code scanners annually), to include replacement with newer/advanced devices as technology progresses.

Software

The contractor will either include the NGPC as a named licensee on all Third Party Software licenses used in the operation of the State Park Reservation System, or covenants that at such time the contractor's obligation to operate the State Park Reservation System terminates, the contractor shall deliver Third Party Software to NGPC and will cooperate with the NGPC's efforts to obtain assignment of such licenses.

Internet Connectivity

NGPC is responsible for internet connectivity at the park offices and the NGPC's administrative offices.

Integration with Nebraska Directory Services

State of Nebraska standards require that all state government web applications that require authentication and authorization of users will utilize Nebraska Directory Services (NDS) to access web-based applications. NDS is based upon Microsoft Active Directory and can be accessed via native Active Directory methods or Secure LDAP (LDAPS). Multi-factor authentication is available.

Browser Compatibility

The State Park Reservation System should be accessible using popular, widely available browsers such as Microsoft Internet Explorer, Safari, Firefox, and Chrome, including all currently supported versions, as well as on Apple and Android devices, and on other personal mobile devices. No custom software will be required to reside on the user's device.

Website

NGPC's website must be accessible by the public directly. The web page should be dedicated to the NGPC Nebraska State Parks and may not contain any non-NGPC advertising. Changes in the design of the web page after receiving NGPC approval will be coordinated through the NGPC Project Manager. The web page may be associated with a broader scale site, but as soon as a guest selects or searches for Nebraska State Parks, the guest shall be directed to the dedicated page that deals only with Nebraska State Parks. The State Park Reservation System shall provide a link to the NGPC homepage <http://www.outdoornebraska.ne.gov/default.asp>

4. MAINTENANCE

The contractor must have a plan for updating, enhancing, and modifying their system in response to technological advances and the need for additional features to improve efficiency and ability to meet the public's and NGPC's demands.

Normal and preventative maintenance shall be performed at a time that shall not adversely impact daily operations, with prior notification to NGPC of the downtime.

The contractor shall provide a list of all enhancements and changes to be made to the State Park Reservation System in a maintenance release prior to the release.

The contractor shall monitor availability of upgrades offered by their hardware and Third-party software vendors and make timely installation of such changes when technically appropriate, at no additional cost to NGPC.

5. INFORMATION SECURITY

The Nebraska Information Technology Commission (NITC) has adopted an Information Security Policy to provide a uniform set of reasonable and appropriate security safeguards for protection of the confidentiality, integrity, availability, and privacy of information collected, stored, and used to serve to citizens of the State.

a. Server Security

- i. **Protection against Malicious Code:** Software and associated controls must be implemented across systems, and logs monitored, to detect and prevent the introduction of malicious code into the State environment. The introduction of malicious code such as a computer virus, worm, or Trojan horse can cause serious damage to networks, workstations, and state data. On host systems or servers, the signature files must be updated daily or when the virus software vendor's signature files are updated and published.
- ii. **Software Maintenance:** All installed software must be maintained at a vendor-supported level to ensure accuracy and integrity. All known security patches, release updates, service packs, and other fixes must be reviewed, evaluated, and appropriately applied in a timely manner. A baseline configuration of all systems must be provided at the end of the implementation period, prior to acceptance of the system.

b. Access Control

In order to preserve confidentiality, integrity, and availability, state information assets must be protected by logical and physical access control mechanisms.

- i. Logon banners should be implemented to inform users that the State Park Reservation System is for official agency use, or other approved use consistent with agency policy, and that user activities may be monitored, and the user should have no expectation of privacy. Logon banners are usually presented during the authentication process.
- ii. The issuance and use of privileged accounts will be restricted and controlled.
- iii. Access to an agency's trusted internal network must require all authorized users to authenticate themselves through the use of an individually assigned User ID and an authentication mechanism (e.g., password, token, smart card).

- iv. Access to operating system code, services, and commands must be restricted to only those individuals who need such access in the normal performance of their job responsibilities.

The contractor's system must comply with the NITC Information Security Policy. (Full NITC 8-101: Information Security Policy is at: <http://nitc.nebraska.gov/standards/8-101.html>) NITC 8-301: Password Standard is at: <http://nitc.nebraska.gov/standards/8-301.html>. NITC 8-302: Identity and Access Management Standard for State Government Agencies is at: <http://nitc.nebraska.gov/standards/8-302.html>.)

G. ESCROW

The contractor shall deposit on a monthly basis, at its own expense, with an escrow agent mutually chosen by the contractor and NGPC, a copy of all items that are necessary for the operation and support of the State Park Reservation System, or provide an alternate, similar arrangement. Escrow items shall, at a minimum, include the following:

1. the software source code and executables,
2. a list of Third Party Software used and how it's used,
3. documentation for the source code,
4. software architecture and design documentation,
5. diagram of network design and hardware configuration,
6. entity relationship and table and field definitions of the database,
7. all State Park Reservation System documentation,
8. all current and valid passwords and encryption keys, and
9. any other necessary or useful documentation.

Contractor will have the authority to remove superseded source code and documentation if it is simultaneously replaced with the most current version of the superseded source code and documentation.

The Contractor shall include, along with its annual audited financial statements required in Section III, II Right to Audit, evidence to the State of continued payment of the escrow fees and/or evidence of the ongoing existence of such escrow relationship (or alternate arrangement).

The escrow agreement will include direction to the escrow agent to send confirmation to NGPC (contact to be determined at contract award) of initial deposit and any and all subsequent deposits.

The escrow agreement will include direction to the escrow agent to release all escrowed items to the NGPC within three (3) calendar days of a termination for breach of contract, litigation, or failed transition to a successor contractor.

H. PROJECT PLANNING AND MANAGEMENT

Project Management Plan

The contractor must assign a Project Manager who has been involved in the implementation of systems similar to the one proposed in response to this RFP and will manage the project to ensure the project stays on task and within scope of the contract. The contractor must employ appropriately skilled staff to build and support the State Park Reservation System.

Within ten (10) business days after the contract is awarded, the contractor shall provide a full Project Management Plan. The contractor and NGPC will jointly discuss timing and staffing

issues that will impact the timeline. The result shall be an updated Project Management Plan. The Project Management Plan shall be mutually agreed to and further developed by both the contractor and NGPC. The finalized Project Management Plan must be completed within twenty (20) business days after the contract is awarded and shall be subject to NGPC's approval. The contractor must send a copy of the signed finalized Project Management Plan to NGPC.

The Project Management Plan should include the following items:

1. A description of how the project will be defined, managed, controlled, verified, and communicated to the contractor's and NGPC's project teams.
2. A description of all of the major project tasks that shall be completed by the contractor.
3. Identification of the specific tasks within each component of the plan that will be completed by NGPC.
4. A complete data mapping document and data conversion strategy.
5. A project schedule consolidating all tasks into a logical and manageable flow. This should be a time-based representation of each major task of the project: milestones, dependencies, resource requirements, task durations, and deadlines. The schedule will be detailed enough to show each task to be performed, the start and end date of each task, the expected duration of the task, and turnaround times for NGPC to review, approve, and formally accept or reject the components of the work performed.
6. A listing of all key contract participants, what their role is, if they will be onsite, and for what period of time, and who is responsible for completing the task represented in the schedule. NGPC reserves the right to approve or reject any changes to the contractor's Project Manager or other key personnel after the contract is awarded. NGPC also reserves the right to require key personnel changes, with reasonable notice to the contractor.

The Project Management Plan shall be considered finalized when the NGPC Project Manager or designee and the contractor have provided signature approval of the project plan.

The contractor's Project Manager and team lead should meet onsite with NGPC staff on an agreed-upon basis in order to report on work progress and general issues and to test approved applications.

Project Status Reports

For the period of contract initiation through 60 days past implementation, the contractor's Project Manager shall provide weekly Project Status Reports, which shall include;

1. significant work plan activities performed during the reporting period, with review of the completed activities and comparison with plan;
2. identification of project risks and documented recommendations to mitigate such risks;
3. deliverables completed during the reporting period and Identification of milestones reached and comparison with plan;
4. significant work plan activities and resources planned for the next reporting period;
5. deliverables expected to be completed in the next reporting period;
6. identification of problems or issues and tracking status of problems/issues;
7. documentation of what is being done to achieve resolution of problems/issues; and
8. project notes and comments.

The contractor will comply with NITC standards for Project Status Reporting on Enterprise Projects. A copy of the standards document is available at: <http://nitc.ne.gov/standards> The NGPC Project Manager will work directly with the contractor's Project Manager and will be

responsible for overall quality assurance. During development, the contractor shall conduct and document weekly management status meetings or phone calls and provide weekly written status reports including an updated electronic copy of the complete and up-to-date project work plan including major NGPC activities and milestones.

Coordination

The NGPC Project Manager or designee will act as liaison between the contractor and park staff on issues related to the State Park Reservation System and communicate needs to the contractor for inclusion in future upgrades.

Testing

The contractor shall provide a unit testing plan to be approved by NGPC and shall complete unit testing in the development environment before installing the contractor's system to the Customer Acceptance Testing (CAT) environment.

A user acceptance test plan will be designed by NGPC and user acceptance testing will be completed by NGPC staff, with assistance from contractor staff, before installing the contractor's system to the production environment.

Change Control

The contractor must identify any changes to the project plan that affect the originally agreed to delivery date. The NGPC technical team will be included in the change management process. Change management includes assessing and reporting on the risk and timing of an implementation against the other components of the State Park Reservation System. Any plan changes must be agreed upon by both parties, documented as a change to the project plan, and shall require an approval signature on the revised project plan from the NGPC Project Manager or designee and the contractor.

Contractor must communicate and coordinate any changes to contractor's security infrastructure which directly affect the security of State Park Reservation System data. Contractor must not modify any part of the security posture of the State Park Reservation System unless this is coordinated in advance with the NGPC IT staff. This includes any changes to the hardware, software, or any technical services that may indirectly have an impact to the contractor security posture.

I. PERFORM IMPLEMENTATION

The contractor will provide and configure a State Park Reservation System for agency-wide implementation.

All data must be converted from the current State Park Reservation System to the contractor's State Park Reservation System prior to the go-live date. Data migration and testing of that process must be done in advance, according to the Test Plan, to ensure seamless transition for go-live.

All components of the State Park Reservation System must be installed and implemented for all State Park facilities at the same time.

J. PROVIDE POST IMPLEMENTATION SUPPORT

Scheduled Downtime

The contractor shall provide written advance notification of scheduled downtime and State Park Reservation System updates, allowing time for NGPC staff to plan and test.

Status Meetings

The contractor will conduct weekly phone calls with the NGPC Project Manager or designee.

Documentation

The contractor must provide complete documentation of the project implementation, any customization or configuration of the software, data migration strategy, end user training guides; testing scripts, cutover documentation, software updates, and any other documents identified during the implementation.

Change Control

The contractor must collaborate and coordinate any changes to the State Reservation System with the NGPC Project Manager or designee. The NGPC technical team will be included in the change management process. Change management includes assessing and reporting on the risk and timing of an implementation against the other components of the State Park Reservation System. Any plan changes must be agreed upon by both parties, documented and require an approval signature by NGPC Project Manager or designee.

Help Desk

The contractor must provide a Help Desk, staffed with knowledgeable personnel, to resolve State Park Reservation System related problems presented by NGPC staff at no additional cost, with no limit on the number of calls that can be placed to the Help Desk. Help Desk support personnel will be available at an 800 telephone number at least during the following daily hours 8 a.m. to 6 p.m. CT (7 days a week).

The Help Desk number must be available for year round coverage, 7 days per week, 24 hours per day for reporting problems. Call forwarding to Help Desk staff may be used during the off hours (outside the hours listed above) and a response must occur within one (1) hour of the message. The Help Desk will function to solve problems and will maintain a log of all calls reporting problems or requesting assistance, fully documenting the problem(s) and what action(s) were taken to correct the issue(s). The log will be made available to NGPC upon request.

A critical situation is one that prevents the reservation or registration of a guest; completion of Reservation or Group Event Planning functions; Sales transactions; or accounts receivable transactions. For critical situations, the contractor is required to provide notification of status (by a process agreed upon by the NGPC Project Manager and the contractor) every three (3) hours until the problem has been resolved.

A non-critical situation refers to anything in the State Park Reservation System that does not function properly, but falls outside the definition of a critical situation. For a non-critical situation, the contractor is required to provide notification of status (by a process agreed upon by the NGPC Project Manager and the contractor) at least weekly until the problem has been resolved.

K. TRAINING REQUIREMENTS

Park staff will be trained in the operation of State Park Reservation System components before the program is in production and before any new function or component is made operational.

The contractor shall train approximately 80 NGPC staff on the use of the State Park Reservation System. Training sessions may be conducted at three locations across the State - East, Central, and West; video conferencing or webinar might be an option if approved by NGPC. The contractor is responsible for contractor staff costs for these training sessions (i.e., travel, hotel accommodations, food, materials, and incidentals). Initial training shall include:

1. a general overview of the proposed State Park Reservation System, its functions, capabilities, limitations, components, and physical layout,
2. walk-through of common field-oriented processes (e.g., reservation processing and cancellations, walk-in registration, unit changes, early departure, extending stays, and park changes),
3. generation and distribution of reports,
4. troubleshooting and problem resolution procedures, error messages, help features, and inquiry functions,
5. training should be broken down by staff functions for park staff, administrator(s), and managers,
6. train NGPC staff on how the website works for the general public to make reservations, and
7. Help Desk protocols.

At the completion of the training, participants should be able to create, modify, store, and retrieve reservation and profile information, print a reservation query, use the check-in/out feature, move guests, and perform other Front Desk and Group Event Planning transactions. Participants should also be able to retrieve and print standard reservation and accounting reports.

Training for NGPC administrators will include:

1. performance monitoring and procedures,
2. administrative duties such as account maintenance, policy changes, and facility addition or removal,
3. tracking past events and transactions, and who completed them, in the State Park Reservation System,
4. creation and customization of reports, and
5. executive level reporting functions.

The contractor will provide a User Manual to the NGPC Project Manager prior to the training sessions for review and approval. The contractor must provide an electronic manual that will be accessible to all park staff through a link from the main menu of the State Park Reservation System. This will enable the contractor to keep the online manual updated and provide real time instruction. Hard copies of the manual will be reproduced by NGPC.

The contractor may be responsible for training the NGPC Project Manager and designee when the services provided are enhanced or modified, at no additional cost to the State. The location for this training will be determined by the NGPC Project Manager and the contractor and should be completed during winter and spring. Expenses incurred by NGPC staff will be the responsibility of NGPC. This session should provide refresher training, as needed, and update training on State Park Reservation System enhancements.

L. TRANSITION PLAN REQUIREMENTS

The contractor must have a generic transition plan that can be used when there is a change in contractor. This plan must be written such that it can apply at both the beginning of the contract and at the end of the contract.

1. Execution of the transition plan begins on the contractor start date and ends no later than 12 months from that date. The transition plan will facilitate:
 - a. transfer of all knowledge necessary to operate all State Park Reservation System services;
 - b. documentation of all necessary support processes, procedures, functions, and staffing requirements; and
 - c. collaboration to effect an orderly transition of operational control.

2. At the end of the current contract, the awarded contractor will collaborate with the current contractor to create a transition plan, with oversight provided by the NGPC. The plan will be detailed within 90 days of the contractor start date. The transition plan should include:
 - a. project schedule with key milestones defined in terms of duration;
 - b. descriptions of approach to knowledge transfer, including capturing and preserving the knowledge necessary to maintain the functions, applications, and services of the State Park Reservation System;
 - c. conversion of State Park Reservation System data;
 - d. the resources and the time commitments for training and knowledge transfer activities;
 - e. measurements for proving the knowledge transfer is effective;
 - f. outline of procedures to be followed during the transition period, with no interruptions or service degradation;
 - g. roles and responsibilities as they relate to the transition;
 - h. point of contact and procedures for managing problems or issues during the transition period;
 - i. transition test plan and procedures;
 - j. communication plan;
 - k. risk mitigation plan and strategy; and
 - l. contingency plan for failed transition.

3. At the end of the contract awarded under this RFP, the contractor will collaborate with the successor contractor to create a transition plan, with oversight provided by the NGPC. The transition will be the joint responsibility of the two contractors, with oversight provided by the NGPC. The two transition plans will be collaboratively consolidated with additional details within 90 days of the successor contractor start date. The transition plan should include all the items listed in 2. above.

M. END OF CONTRACT PROVISIONS

It is imperative that the State Park Reservation System remain operational during the transition to a new contractor upon termination or expiration of this contract.

Upon termination or expiration of this contract in accordance with its terms (including, if applicable, any renewal term),

1. The contractor shall, at the option of the NGPC, continue to operate under this agreement as Project Manager in accordance with all terms and conditions of the contract entered into pursuant to this RFP, together with any amendments or modifications in existence at such time, for a period of up to 12 months from the time of expiration or notification of termination from the NGPC to contractor, whichever occurs

earlier. The intent of this provision is to ensure continuation of operations while a successor contractor is chosen and contracted.

2. The contractor agrees to make an orderly transition of the services defined in this RFP and to perform any and all tasks in good faith that are necessary to preserve the integrity of the State Park Reservation System operations. The contractor shall make every reasonable effort to ensure that any such transition shall be performed in a professional and businesslike manner, and shall comply with the reasonable requests and requirements of the NGPC, and any successor contractor, to accomplish a successful, seamless, and unhindered transfer of responsibilities.
3. The contractor will be entitled to the same fee arrangement for those revenue generating services which the current contractor continues to host and other services it performs during the transition period, as it is entitled to receive, whether hourly fees or reservation-related fees, under NGPC agreements governing compensation under the current contract at the time of termination or expiration of the contract.
4. The contractor shall cease all new project design or development licensed under this contract during such transition period. Hourly fees for new project developments licensed under this contract completed by NGPC or the successor contractor during the transition period shall be allocated to such parties at the sole discretion of the NGPC.
5. The contractor shall lose any and all claim to further compensation upon the completion of the transition period.

V. PROPOSAL INSTRUCTIONS

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

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

A. TECHNICAL PROPOSAL SUBMISSION

The Technical Proposal shall consist of three (3) sections:

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 unless otherwise agreed to, 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.

Further, Section III. Terms and Conditions must be returned with the proposal response.

2. 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 and whether the name and form of organization has changed since first organized.

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.

The State may elect to use a third-party to conduct credit checks as part of the corporate overview evaluation.

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 sixty (60) 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 Sub-Contractor 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 Sub-Contractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

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

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

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder must address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions must include:
 - a) The time period of the project;
 - b) The scheduled and actual completion dates;
 - c) The Contractor's responsibilities;
 - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e) Each project description shall identify whether the work was performed as the prime Contractor or as a Sub-Contractor. If a bidder performed as the prime Contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Contractor and Sub-Contractor(s) experience must be listed separately. Narrative descriptions submitted for Sub-Contractors must be specifically identified as Sub-Contractor projects.
- iii. If the work was performed as a Sub-Contractor, the narrative description shall identify the same information as requested for the Contractors above. In addition, Sub-Contractors shall identify what share of contract costs, project responsibilities, and time period were performed as a Sub-Contractor.

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

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

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

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

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

j. SUB-CONTRACTORS

If the bidder intends to Sub-Contract any part of its performance hereunder, the bidder must provide:

- i.** name, address, and telephone number of the Sub-Contractor(s);
- ii.** specific tasks for each Sub-Contractor(s);
- iii.** percentage of performance hours intended for each Sub-Contract; and
- iv.** total percentage of Sub-Contractor(s) performance hours.

3. TECHNICAL APPROACH

The technical approach section of the Technical Proposal must consist of the following:

- a.** Bidder must respond to each item in Attachment A, Requirements Tracing Matrix, using Attachment A for the responses.

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.

Bidder must indicate the fees they propose for reservation transactions in Attachment B.

Bidder will provide the hourly rate for additional consulting services for new time and materials projects to the NGPC. There is no guarantee on the number of hours that will be used.

The Bidder must list each role/title and provide an hourly rate in Attachment B. All travel expenses must be included in the rate. These rates are fixed for the initial term of the contract. At renewal time rates may increase by no more than 3% upon mutual written agreement.

C. PAYMENT SCHEDULE

No invoice will be approved unless the associated deliverables have been approved.

The Contractor must understand that development costs are not charged to NGPC during development or implementation. Payment to the Contractor will be made on a per Reservation/Change/Cancel Transaction Fee and will begin upon the successful completion of implementation.

Form A

Bidder Contact Sheet

Request for Proposal Number 5093Z1

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:	