

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 5094Z1	August 10, 2015
OPENING DATE AND TIME	PROCUREMENT CONTACT
September 23, 2015; 2:00 p.m. Central Time	Robert Thompson / Nancy Storant

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 5094Z1 for the purpose of selecting a qualified contractor to provide Inmate Calling Services.

Written questions are due no later than August 23, 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.

Mandatory Pre-Proposal Conferences with site visits will be held on August 25, 26, 27 and 28, 2015. Times and locations per the Schedule of Events.

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.

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

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.

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

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

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

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

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

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

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Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb.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

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

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

Contract 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.

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

Department of Health and Human Services: DHHS

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

Evaluation: The process of examining an offer after opening to determine the 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".

Flat Rate: Each type of call category must have a single per minute rate charged to the user that will not change based on distance or time of day for the life of the contract.

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.

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

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

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.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

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

Must: See 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.

Nebraska Department of Correctional Services: NDCS

Office of the Chief Information Officer: OCIO.

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.

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.

Pat Search: A search of the outside of a person's clothing, inside the shirt collar and pants waistband without the complete removal of the clothing. This will be accomplished by running the employee's hands inside the collar and waistband and over the exterior of the clothing surfaces and by separately inspecting hats, jackets, shoes, and pockets.

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.

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.

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.

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.

Tool Inventory: A systematic process for tool accountability.

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.

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

Will: See Shall/Will/Must.

Work Day: See Business Day.

Youth Rehabilitation and Treatment Center: YRTC

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 5094Z1 for the purpose of selecting a qualified Contractor to provide Inmate Calling Services. 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 10, 2015
2.	Last day to submit "Notification of Intent to Attend Pre-Proposal Conference"	August 20, 2015
3.	Last day to submit written questions	August 23, 2015

	ACTIVITY	DATE/TIME
4.	<p>Mandatory Pre-Proposal Conference and Site Visits Day One Starting Location, followed by additional stops:</p> <p style="padding-left: 40px;">NDCS Correctional Services/Admin 801 W. Prospector Pl., #1 Lincoln NE 68522</p> <p style="padding-left: 40px;">NDCS Correctional Services/Admin 2 801 W. Prospector Pl., #1 Lincoln NE 68522</p> <p style="padding-left: 40px;">NDCS Community Corrections Center/Lincoln 2720 West Van Dorn Lincoln NE 68522</p> <p style="padding-left: 40px;">NDCS Lincoln Correctional Center 3216 West Van Dorn Lincoln NE 68522</p> <p style="padding-left: 40px;">NDCS Diagnostic and Evaluation Center 3220 West Van Dorn Lincoln NE 68522</p> <p style="padding-left: 40px;">NDCS Nebraska State Penitentiary 4201 S. 14th Street Lincoln NE 68502</p> <p><i>* Registration Advisement: Bids will only be accepted from those Companies/Firms which properly register their attendance at these meetings by completing all of the required information on the State Registration Sheet.</i></p>	<p>August 25, 2015</p> <p style="text-align: center;">Meet at: 801 W. Prospect #1 at 9:30 AM Central Time</p>
5.	<p>Mandatory Pre-Proposal Conference and Site Visits Day Two Starting Location, followed by additional stops:</p> <p style="padding-left: 40px;">NDCS Correctional Center for Women 1107 Recharge Rd York NE 68457</p> <p style="padding-left: 40px;">NE-DHHS-Youth Rehab and Treatment 855 North 1st Street Geneva NE 68361</p> <p><i>* Registration Advisement: Bids will only be accepted from those Companies/Firms which properly register their attendance at these meetings by completing all of the required information on the State Registration Sheet.</i></p>	<p>August 26, 2015</p> <p style="text-align: center;">Meet at: 1107 Recharge Rd at 9:30 AM Central Time</p>

	ACTIVITY	DATE/TIME
6.	<p>Mandatory Pre-Proposal Conference and Site Visits Day Three Starting Location, followed by additional stops:</p> <p style="text-align: center;">NE-DHHS-Youth Rehab and Treatment 2802 30th Avenue Kearney NE 68845</p> <p style="text-align: center;">NDCS Work Ethic Camp 2309 North Highway 83 McCook NE 69001</p> <p><i>* Registration Advisement: Bids will only be accepted from those Companies/Firms which properly register their attendance at these meetings by completing all of the required information on the State Registration Sheet.</i></p>	<p>August 27, 2015</p> <p style="text-align: center;">Meet at: 2802 30th Avenue at 9:30 AM Central Time</p>
7.	<p>Mandatory Pre-Proposal Conference and Site Visits Day Four Starting Location, followed by additional stops:</p> <p style="text-align: center;">NDCS Tecumseh State Correctional 2725 North Highway 50 Tecumseh NE 68450</p> <p style="text-align: center;">NDCS Correctional Youth Facility 2610 North 20th Street East Omaha NE 68110</p> <p style="text-align: center;">NDCS Omaha Correctional Center 2323 Avenue J Omaha NE 68110</p> <p style="text-align: center;">NDCS Community Corrections Center 2320 Avenue J Omaha NE 68110</p> <p><i>* Registration Advisement: Bids will only be accepted from those Companies/Firms which properly register their attendance at these meetings by completing all of the required information on the State Registration Sheet.</i></p>	<p>August 28, 2015</p> <p style="text-align: center;">Meet at: 2725 North Hwy 50 at 9:30 AM Central Time</p>
8.	Last day to submit written questions after Pre-Proposal Conference and Site Visits	September 1, 2015
9.	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 4, 2015
10.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	September 23, 2015 2:00 PM Central Time
11.	Review for conformance of mandatory requirements	September 23, 2015
12.	Evaluation period	September 28, 2015 through October 7, 2015

ACTIVITY		DATE/TIME
13.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	To Be Determined
14.	Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	October 21, 2015
15.	Contract finalization period	October 21, 2015 through November 4, 2015
16.	Contract award	November 10, 2015
17.	Contractor start date	November 26, 2015

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: Robert Thompson / Nancy Storant
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 Inmate Calling Services at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

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

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

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

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

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 5094Z1; Inmate Calling Services 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 Robert Thompson / Nancy Storant, showing the total number of pages transmitted, and clearly marked "RFP Number 5094Z1; Inmate Calling Services 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. PRE-PROPOSAL CONFERENCE AND SITE VISITS

A pre-proposal conference with site visits will be held on the dates, times, and locations shown in the Schedule of Events. Attendance at the pre-proposal conference and site visits is mandatory in order to submit a proposal. Bidders will have an opportunity to ask questions at the conference and at each site to assist in the clarification and understanding of the Request for Proposal requirements. The State will make every reasonable attempt to answer those questions before the end of the conference. Bidders attending the pre-proposal meeting and site visits may submit further questions in writing for questions which the bidder requires an official written response as shown in the Schedule of Events.

Written answers to written questions along with a list of conference and site visit attendees 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. Verbal responses provided during the pre-proposal meeting shall not be binding on the State of Nebraska.

1. NOTIFICATION OF INTENT TO ATTEND MANDATORY PRE-PROPOSAL CONFERENCE AND SITE VISITS

Notification of attendance should be submitted to the State Purchasing Bureau via e-mail (as.materielpurchasing@nebraska.gov), facsimile (402-471-2089), hand delivery or US mail by the date shown in the Schedule of Events. Potential bidders should utilize the "Notification of Intent to Attend Pre-Proposal Conference and Site Visits" (see Form B) that accompanies this document to the contact person shown on the cover page of the Request for Proposal Form. This form should be filled out in its entirety and returned no later than the date shown in the Schedule of Events.

G. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful 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.

H. SUBMISSION OF PROPOSALS

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

To facilitate the proposal evaluation process, one (1) original 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.

I. 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.

J. 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).

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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)

Q. 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 additionally insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

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

b. COMMERCIAL GENERAL LIABILITY

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

- c. **COMMERCIAL AUTOMOBILE LIABILITY**
Bodily Injury/Property Damage \$1,000,000 combined single limit
- d. **UMBRELLA/EXCESS LIABILITY**
Over Primary Insurance \$1,000,000 per occurrence
- 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.

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

H. INDEPENDENT CONTRACTOR

Accept (Initial)	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.

Contractor shall make his/her employees aware of Neb. Rev. Stat. 28-322.01 that states it shall be a Felony for individuals working for or under contract to the Department of Correctional Services to engage in sexual contact or relations with an inmate or parolee within the State correctional system, and that no inmate nor parolee is legally capable of giving consent to any such relationship.

Contractor’s personnel shall be subject to departmental security checks prior to their arrival on site, and will carry proper identification with them at all time while on facility grounds.

Contractor shall inform his/her personnel of the Nebraska Department of Correctional Services Tobacco Policy, which states that tobacco and tobacco-related products are contraband and must not be carried into any NDCS-owned or controlled property. Such products must remain in Contractor’s locked vehicle while on NDCS-owned or controlled property.

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. 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.

AA. 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.

BB. 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.

CC. PENALTY

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

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. Failure to meet the dates for the deliverables as agreed upon by the parties may result in an assessment of penalty due the State with a minimum of \$1,000.00 dollars per day and with a maximum of \$5,000.00 dollars per day, until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

DD. PERFORMANCE BOND

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

The selected Contractor will be required to supply a cashier's check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the cashier's check or bond must be \$500,000.00. The check or bond will guarantee that the selected Contractor will faithfully perform all requirements, terms and conditions of the contract. If the selected Contractor chooses to provide a cashier's check, the check must show an expiration date on the check. Cashier's checks will only be allowed for contracts for three (3) years or less, including all renewal options. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or cashier's check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

EE. FORCE MAJEURE

Accept (Initial)	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. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor’s invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. Invoices should be mailed and/or e-mailed to the point of contact listed below:

Invoices: NE Department of Correctional Services
 Accounts Payable
 P.O. Box 94661
 Lincoln, NE 68509-4661
 Or Via e-mail to: DCS.AccountsPayable@nebraska.gov
 Accounts Payable Contact (402) 479-5715

GG. 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.

HH. 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.

II. 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.

JJ. 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.

KK. 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.

LL. 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.**

MM. 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.

NN. 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.

OO. 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.

Prices offered herein will remain firm from the date of the award for five (5) years. Prices may be subject to change after the initial five (5) year period. All regulatory fees must be included in the rates, as no add-ons will be accepted. Such changes shall be based on industry changes as evidenced by revised printed price lists, verifiable documented cost increases or notices. A request for price increase shall be provided in writing, to The Nebraska State Purchasing Bureau at least thirty (30) days prior to any price increase of the contract. No price increases are to be billed to NDCS without prior written approval by the State Purchasing Bureau and the NDCS Purchasing Division. State Purchasing Bureau reserves the right to accept or reject any price increase request. In the event new prices are not acceptable, the contract may be cancelled. Approved price increases shall become part of the new contract as an amendment and will be recognized as firm contract pricing. Revised pricing will carry over to any subsequent renewals or revisions unless specifically revised and agreed upon by both parties.

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.

PP. 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.

QQ. 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.

RR. 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.

SS. 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.

TT. 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.

UU. 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.

VV. 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.

WW. 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.

XX. 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.

YY. 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.

ZZ. 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.

AAA. 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.

BBB. 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.

CCC. 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.

DDD. 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

The State of Nebraska is currently seeking qualified vendors to submit proposals for furnishing, installing, and maintaining an Inmate Calling System for use in all present and future correctional facilities. The intent of this RFP is to award a single statewide contract that will enable inmates at all State Correctional facilities and youth at the Department of Health and Human Services rehabilitation and treatment centers to make collect, debit, and pre-paid calls from State facilities. The State will require inmate access to local, Intrastate, Interstate and International calling. The State has special security requirements and has a prime objective of controlling inmate telephone usage and limiting the use of the telephone system for fraudulent activity.

The system at each NDCS/YRTC facility must allow for investigative personnel located either at the facility or central administration to remotely access each of the systems via a secure, password protected method. Specified NDCS/YRTC personnel must have the ability to change or modify or view any privileges or restrictions pertaining to inmates at their facility.

The system features shall include, but are not limited to: central and remote site network administration, centralized web based database where access will be limited by facility, automated operator, call branding, call blocking, three-way call detect, call forwarding detect, answering supervision, call duration limits and other inmate/youth calling restrictions, call monitoring and recording, hot number tracking and system reporting. The vendor shall install and operate prison inmate/youth telephones and all related equipment including wiring for the inmate/youth telephones, installation, and any related hardware and software/firmware specifically identified in this RFP without cost to the State.

The vendor may include any other information that is believed to be relevant to this procurement but not specifically asked for in this RFP. Vendor may explain in detail any innovation, alternatives or more cost effective approaches available in any area of this RFP. Vendor may provide suggestions of other products or services available that may assist the State.

The term of any contract awarded as a result of a proposal shall be five (5) years with the option to renew for three (3) additional one (1) year periods as mutually agreed upon by all parties. During the term of the contract circumstances beyond the control of the state may result in increases or decreases in revenue, as well as increase or decreases in required equipment and/or services. Such circumstances include, but are not limited to, increase/decrease in inmate population, in number of telephones and/or in number of correctional facilities. The committee representing the OCIO and the NDCS maintains sole authority to increase or decrease the quantity of facilities, inmate telephones, equipment and service, at the Bidder's expense.

Bidders must indicate their understanding and willingness to comply with the requirements of this RFP. In any case where the Bidder does not take written exception to requirements it will be understood that the Bidder intends to comply fully. In cases where the Bidder cannot comply with a requirement, the Bidder must state so immediately following the requirement in their proposal. The requirements in this RFP are based on the needs of the State and points will be deducted from Bidder's score for either non-compliant or partially compliant responses.

B. PROJECT ENVIRONMENT

The Nebraska Inmate Calling System presently consists of twelve (12) facilities located throughout the State. Below is a list of facilities and locations. Attachment I shows each facility and their minutes used in 2014.

<u>LOCATION/SITE ID</u>	<u>ADDRESS</u>	<u>CONTACT/PHONE</u>
Nebraska State Penitentiary Site ID 1145 (NSP)	4201 South 14th Street Lincoln, Nebraska	Ann Nortman Phone: 402-479-6684
Lincoln Correctional Center Site ID 1142 (LCC)	3216 West Van Dorn Lincoln, Nebraska	Paula Sparks Phone: 402-479-6153
Diagnostic and Evaluation Center Site ID 1140 (D&E)	3220 West Van Dorn Lincoln, Nebraska	Colby Hank Phone: 402-479-6382
Community Correctional Center Lincoln Site ID 1137 (CCCL)	2720 West Van Dorn Lincoln, Nebraska	Jerry Rotschafer Phone: 402-471-6265
Omaha Correctional Center Site ID 1146 (OCC)	2323 Avenue "J" Omaha, Nebraska	Scott Strode Phone: 402-522-7150
Youth Rehab and Treatment Center Site ID 1150 (YRTC-G)	855 North 1 st Street Geneva, Nebraska	William Hogue Phone: 402-754-3164 x 212
Youth Rehab and Treatment Center Site ID 1152 (YRTC-K)	2802 30 th Avenue Kearney, Nebraska	Jolene Jarecki Phone: 308-338-2067
Community Correction Center Omaha Site ID 1148 (CCCO)	2320 Avenue "J" Omaha, Nebraska	Scott Strode Phone: 402-522-7150
NE Correctional Center for Women Site ID 1143 (NCCW)	1107 Recharge Road York, Nebraska	Tammie Bamesbarger Phone: 402-362-3317 x202

Work Ethic Camp Site ID 1149 (WEC)	2309 North Highway 83 McCook, Nebraska	Jerome Hollenhors Phone: 308-345-8405
Nebraska Correctional Youth Facility Site ID 1144 (NCYF)	2610 North 20 th Street East Omaha, Nebraska	John Satriano Phone: 402-636-8632
Tecumseh State Correctional Institution Site ID 2975 (TSCI)	2725 North Highway 50 Tecumseh, Nebraska	Scott Busboom Phone: 402-335-5111
Correctional Services/Admin Site Id 1157 (CO)	801 W. Prospector Pl., #1 Lincoln, Nebraska	Brad Hansen Phone: 402-479-5617
Correctional Services/Admin 2 Site ID 7917	801 W. Prospector Pl., #1 Lincoln, Nebraska	Brad Hansen Phone: 402-479-5617

C. PROJECT REQUIREMENTS

Contractor must provide, install, and maintain at their expense all equipment, servers, workstations, telephones, telephone lines, cabling, recording equipment, and any other incidentals necessary to provide inmate calling services as proposed. The State of Nebraska will not be responsible for any costs associated with the implementation or ongoing maintenance of this service. Although some cabling may be available for contractor use, it will be the contractor's responsibility to maintain all cable associated with their system.

Contractor will be required to provide at least one (1) full time (40 hours per week) system administrator and one (1) full time (40 hours per week) technical support staff. Additional staff may be required by the contractor to fulfill the contractor's responsibilities. This administrator and technical support staff must be trained and equipped to perform all functions related to the day to day operation and maintenance of the inmate calling systems including, but not limited to: State personnel training, line testing, equipment testing, telephone replacement, telephone repair, database information collection, data input, report generation, recording system operation, and miscellaneous maintenance. These individuals will be employed by the contractor with a full time commitment to work on the State of Nebraska account only. System administrator and technical support staff will be provided workspace at the NDCS central administrators office located in Lincoln, NE and will be expected to work from that space. A relief staff will be provided in the event that the primary individual is absent.

NDCS shall retain final authority on all telephone/system placement and count. At any time the State may require the addition or removal of individual telephones, or complete systems, as the needs of the State dictate.

Contractor must be able to provide and install complete systems for State facilities that may open or allow for future expansion within ninety (90) days from written notification.

All system equipment and software will remain the property and responsibility of the contractor. All digital call recordings and call detail records will become the property of the NDCS. For a period of one (1) year following the end of the contract, the vendor will make available in a searchable and playable format.

Without question, the NDCS retains the right to suspend inmate calling indefinitely for security purposes. This suspension may occur at any level to include Statewide. Inmate calling will only be suspended when absolutely necessary, and will be restored as soon as possible.

The Contractor will be solely responsible for the ordering of, payment for, maintenance of, and troubleshooting on all local or interexchange telephone company lines or services necessary to provide inmate calling service. The contractor will be responsible for all telephone company coordination necessary to install, operate, and maintain their service. The contractor will be solely responsible for the integration and compatibility of the service with any and all circuits and facilities as may be provided by the local telephone company and/or carriers. The contractor will pay all invoices from any provider of ancillary or supporting service that is associated with the provision of those services in a timely manner.

The contractor will not be authorized to obligate State funds.

The NDCS or the OCIO will give all orders for installation, removal, or modification in writing. The contractor will not install, modify, remove, or make any changes to service without written approval.

D. BUSINESS REQUIREMENTS

1. Commissions

To keep inmate calling rates as low as possible, The State of Nebraska will not accept a commission from the Inmate Calling Services.

2. Rates

Per minute charges must be flat rate twenty-four (24) hours a day, seven (7) days a week. All connect/surcharge fees will be identified by type of call.

Rates must remain firm for the first five (5) years of the contract. Prices may be subject to change after the initial five (5) year period. All regulatory fees must be included in the rates, as no add-ons will be accepted. Such changes shall be based on industry changes as evidenced by revised printed price lists, verifiable documented cost increases or notices. A request for price increase shall be provided in writing, to The Nebraska State Purchasing Bureau at least thirty (30) days prior to any price increase of the contract. No price increases are to be billed to NDCS without prior written approval by the State Purchasing Bureau and the NDCS Purchasing Division. State Purchasing Bureau reserves the right to accept or reject any price increase request. In the event new prices are not acceptable, the contract may be cancelled. Approved price increases shall become part of the new contract as an amendment and will be recognized as firm contract pricing. Revised pricing will carry over to any subsequent renewals or revisions unless specifically revised and agreed upon by both parties. Bidders must provide their proposed rates for all categories listed on the cost proposal sheet.

Failure to provide rates as outlined may be grounds for rejection of proposal.

Any and all charges billable to the inmates and their families must be detailed in the Bidder's cost proposal. Contractor may not assess any charges to any party in connection with this service that are not outlined in their proposal response.

3. Collect Billing

The Bidder must provide a list of Local Exchange Carriers (LEC), and Competitive Local Exchange Carriers (CLEC) names and Operating Company numbers for every

LEC and CLEC at which the Bidder has an established collect billing arrangement. Collect calls to parties whose local telephone service is provided by a LEC or CLEC appearing on this list must not be blocked for any reason except in the event that the LEC or CLEC itself has placed a collect call restriction on that telephone line, or the line has been ported from a billable LEC to a CLEC. If collect calls are blocked due to LEC or CLEC restriction, the nature of this restriction must be presented to the NDCS/OCIO within twenty-four (24) hours of request.

The Bidder must detail how called parties are billed when they have either "collect calling blocks", or a line serviced by a LEC which the contractor does not have a direct collect billing agreement. If called party is required to contact the contractor in order to establish an account, provide the toll free number that is available for this purpose. This number must be answered within six (6) minutes.

If direct billing accounts must be established for called parties who cannot be billed directly from the local carrier, contractor may not ask called parties for any type of pre-payment or deposit at the time of account establishment. Calling from the inmate to these called party numbers must be available within twenty-four (24) hours of account establishment.

Due dates on all invoices must be no sooner than fifteen (15) days from invoice mailing. Contractor may not block calling to a direct billed number unless the account is thirty (30) days past due. Contractor may require a refundable deposit not to exceed \$75.00 to restore calling for any account that has not been paid within thirty (30) days of bill due date.

Contractor will be required to certify to the State of Nebraska in writing, on a yearly basis that they have completed a self-audit of rates, and that called parties have been billed in accordance with the contract award rates. Contractor will be required to provide an electronic copy of ALL collect call detail files that are sent to local exchange carriers or third party billing companies to the State on at least a quarterly basis. This file must contain originating facility, called to number, date, time, and charge for each call detail record billed. Contractor will be required to provide a refund within sixty (60) days of request for any calls that are either billed in error, billed incorrectly, or do not appear on the monthly call detail file sent to the State. Rates may be audited periodically by the NDCS to ensure accuracy. Call detail records will be periodically checked against call records on the system itself. Call detail records must match system records. If discrepancies become excessive, the State may hire an independent party to perform complete monthly audits of call records until discrepancies are taken care of at the contractor's expense.

4. Debit Recharge

Dollar values to inmate accounts will be sold directly to inmates by facility staff. The State of Nebraska will compile a daily file on all sales and provide to the contractor (to be mutually agreed upon). Contractor must add dollar values to inmate accounts within eight (8) hours of receipt. The Contractor must explain their procedure for accounting of inmate debit balances. Contractor will bill according to the files received during a calendar month.

5. Debit Billing

The NDCS will not allow for plastic pre-paid calling cards and requires that all pre-paid time purchased by inmates at all facilities be added to their accounts in the time specified in Section III.D.4 Debit Recharge. Contractor shall invoice the NDCS on a

monthly basis for the combined dollar values added to inmate accounts during the previous calendar month, less refunds made to released inmates. Billings should be sent in one of the following methods:

NDCS Accounts Payable
P. O. Box 94661
Lincoln, Nebraska 68509

Or via email to: DCS.AccountsPayable@nebraska.gov

The State of Nebraska's Chief Information Security Officer has established a mandatory requirement that all file transmissions to and from the State of Nebraska be secured at both sides of the file transmission. Some of the suggested file transmission protocols to resolve this requirement are as follows:

- a. Connect Direct software
- b. SFTP server with public key authentication

The State will provide the contractor with a monthly file listing inmate released during the previous month. This file will be provided to the Contractor by the 5th of each month. Each inmate release file will include inmate name, inmate number, and release date. The contractor will be required to return that file by the 10th day of the same month and add the amount of funds remaining on each inmate's debit account so that refunds can be made to the inmate by the State . The total amount of refunds will be deducted from that month's payment to the contractor.

6. Prepay by Inmate Families

Contractors may require inmate families to Pre-pay for services if those families do not meet the Contractor's creditworthiness requirements for collect calling. When Pre-pay is required, the Contractor must be able to accept payment from inmate families using credit cards, debit cards, personal checks, and money orders. All monies paid to the vendor by inmate families will be credited to the families account and decremented at a rate equal to those in the bidder's cost proposal. Inmate family pre-pay accounts are considered "Debit" accounts and will be subject to the Debit calling rate. Contractors may charge a fee to cover the cost of accepting credit card payments from inmate families however, that fee may not exceed 5% of the total transaction. The contractor may not charge any additional processing fees when inmate families pay using methods other than credit/debit cards except for insufficient check fees. Bidders must outline their entire policy for Pre-pay in their bid proposal. Any setup fees will be identified within the proposal. All individuals utilizing a prepaid account will have name, address, and phone number in a searchable/exportable database that is accessible to the NDCS. Contractor must provide details pertaining to the verification process that are completed to set up an account.

E. TECHNICAL REQUIREMENTS

1. General Calling Requirements

Nebraska inmates are allowed fifteen (15) cumulative minutes per day to place calls. The Contractor's system must be able to accumulate all daily call totals for each inmate and suspend calling once the cumulative fifteen (15) minute time limit has been reached. This includes any calls that may be in progress. Systems which are not able to limit calling for each inmate to fifteen (15) minutes per day will be rejected. It is preferred that the cumulative call limit be adjustable per phone number.

It is preferred that inmates be able to place calls using a two (2) step verification process. The inmate's identification number must be used to identify each inmate account on the Contractor's system. Vendor must identify the various methods available for secure calling practices.

The system proposed must be capable of giving inmates the option of completing calls either on a debit account or prepaid account. It is preferred that a collect call option also be available.

Provide toll free services that allow inmates to access services that NDCS is obligated and/or elects to provide. Presently NDCS has identified two different services that are currently utilized.

The contractor must be able to identify inmate legal calls, which will not be recorded.

All calls must be branded in the following manner: "You have a collect call from (inmate first and last name) at (correctional facility name) in (city) Nebraska. Contractor must provide branding process for accepting, rejecting or blocking a call.

The Contractor's system must be able to record inmate telephone calls, and recordings must be easily accessible to NDCS/DHHS designated State personnel.

2. Account/PIN Administration Requirements

When inmate accounts are established, inmates will provide a list of up to thirty (30) telephone numbers. These numbers must be programmed into an inmate "allowed call list". Inmates will only be permitted to dial numbers that appear on their "allowed call list". Contractor may provide alternative options for establishing phone lists.

The Contractor will have the capability of identifying social and legal calls.

The contractor provided system administrator or technical support staff will be responsible for creating and maintaining inmate calling accounts. All accounts must be created within twenty-four (24) hours of receipt. The Contractor will utilize NDCS provided registration forms. Contractor may provide alternative options for phone number registry.

The Contractor will describe their process for the prerecorded announcement of the inmate's committed name or legal name change (first and last name) when creating account. System must not allow inmate to record his/her own name at any time. Both parties must be electronically blocked from hearing or communicating with the other party until the call is accepted. Inmate's voice will not be used during any announcement. Electronic security measures must prevent an inmate from interfering with or altering an announcement.

Staff members at each NDCS/YRTC facility must be trained to create and maintain inmate accounts in the event that system administrator or technical support staff is not available. Method of training should include user manual, instructor presentation, or PowerPoint presentation.

3. Collect Calling Requirements

The system must function as follows:

- a. Inmate goes off-hook, and is prompted to complete verification process. Preferably a two-step process.
- b. Inmate is then given an automated option to place a collect call or a debit call.
- c. Inmate selects option to place collect call.
- d. Inmate dials number.
- e. System validates dialed number against the inmates individual "allowed number list" or proposed system by vendor, and then places inmate on hold.
- f. System places call.
- g. When called party answers, system prompts called party to either accept or reject the call. The inmate and called party will not be able to hear one another until call is accepted.
- h. Either a call path is established, or inmate is notified that call was not completed, and the reason for unsuccessful completion.

4. Debit Calling Requirements

The system must function as follows:

- a. Inmate goes off-hook, and is prompted to complete verification process. Preferably a two-step process.
- b. Inmate is then given an automated option to place a collect call or a debit call.
- c. Inmate selects option to place a debit call.
- d. System plays the remaining dollar amount on card.
- e. Inmate dials number.
- f. System validates dialed number against the inmates individual "allowed number list" or proposed system by contractor, and then places inmate on hold.
- g. System places call.
- h. When called party answers, system prompts called party to either accept or reject the call. The inmate and called party will not be able to hear one another until call is accepted.
- i. Either a call path is established, or inmate is notified that call was not completed, and the reason for unsuccessful completion.

5. Recording Requirements

Inmate calls must be recorded, and easily accessible to authorized NDCS/YRTC State personnel. It is the responsibility of the vendor to maintain call recordings on a redundant system to be accessible 24 hours a day to authorized NDCS/YRTC State personnel.

The Contractor's system must be capable of locating call recordings by inmate name, inmate PIN, date, originating number, or called to number, name and/or address.

The Contractor will provide a system that allows NDCS staff to download to a variety of storage methods, to include CDs, DVDs, hard-drive, or email.

Each site must be capable of storing twelve (12) months of call recordings on the system hard drive for immediate access. Once call recordings become twelve (12) months old, the system must automatically download them to a permanent storage media maintained by vendor, and be available to NDCS within 72 hours upon written request. Recordings are the property of the State of Nebraska.

The contractor provided system administrator needs the ability to monitor inmate calls for troubleshooting purposes.

6. System Security Requirements

Call forwarding and 3-way calls are a concern for NDCS/YRTC. Explain in detail your systems solution for detecting and eliminating these types of calls.

The State reserves the right to shut down inmate telephones and/or limit inmate access to telephone calls in any or all areas of a particular facility as needed. Explain how this function can be managed with your system.

Inmate telephones must be restricted from out-pulsing any dual-tone multi frequency (DTMF) digits once the call has been connected.

Contractor must provide the proposed system with audit software that keeps track of access to system, i.e. time and date of all network logins, time spent logged in, changes made while logged in, calls monitored by user, etc. This access information will only be available to the NDCS Intel Coordinator or others as approved by the NDCS Intel Coordinator. Explain how your system accomplishes this.

The Contractor's system must have a real time "Call Alert" feature. This feature will alert staff that a designated inmate is making a call, or that an inmate is placing a call to a designated telephone number. Explain methods for real time notification, NDCS prefers email alerts, or phone call alerts.

System security should be available at varied levels of system access. Explain how your system restricts access to particular features or programs based on NDCS/YRTC user login. Contractor should identify various inmate data sets which may be restricted by user level.

Cellular and IP telephones present a security concern and need to be identified. The Bidder must state in their RFP response, options for flagging all call detail and recordings on calls made to cellular and IP phones. Bidder must explain options available to the NDCS for identifying cellular, IP numbers, and metadata

Explain options available to the NDCS for voice to text translation and voice recognition with specific word or phrase search capabilities.

7. NITC (Nebraska Information Technology Commission) Requirements

All equipment used must comply with Nebraska Information Technology Commission (NITC) and Nebraska Office of the Chief Information Officer Standards and Guidelines. The Standards and Guidelines are available at <http://www.nitc.ne.gov/standards/>. Specific standards include:

- a. 8-101 – Information Security Standard
- b. 8-102 – Data Security Standard
- c. 8-301 – Password Standard
- d. 8-303 – Remote Access Standard
- e. 8-304 – Remote Administration of Internal Devices Standard

All NDCS Computing resources must comply with AR 104.06 – Computer and Telephone Equipment Usage.

8. Network and Cabling Requirements

- a. WAN/Internet Service - DCS/OCIO will provide a basic VPN connection for remote system maintenance (see Remote Access section below). If the project requires a connection to the Internet beyond the remote support VPN, the

contractor will need to establish their own contract with an Internet Service Provider (ISP) for service while following NDCS/OCIO guidelines for circuit equipment location. The contractor must provide their own Uninterrupted Power Supply (UPS) power for such equipment. There are physical limitations to installing new service at some facilities so the project manager will need to coordinate with the NDCS Engineering Department if construction is required. The Engineering Department will review property ownership and liability issues and must review the contract made between the contractor and their ISP who will provide service on NDCS property.

- b.** Cabling. The contractor will provide at a minimum:
 - i.** Network horizontal cabling from contractor's equipment to NDCS network. The current standard for NDCS is blue Category 6 cable and plenum cable where necessary to meet fire and safety codes. Rack mounted patch panels are generally preferred over wall mount blocks.
 - ii.** The NDCS IT Manager must approve all network cabling design prior to installation to ensure industry and facility standards and codes are followed. After the contract is awarded the contractor will perform a site survey to determine where all new equipment will be installed and how to route cabling to the nearest existing telecommunications room. The contractor will communicate with facility maintenance departments for installation of all conduit for all cabling.
 - iii.** Wireless connectivity (such as 802.11) should be avoided if practical in these correctional services environments. Physical hard-wired cabling should be used instead to limit introduction of new security and operational problems in correctional services environments. If wireless is necessary and agreed upon by DCS, the installation methods and equipment must be approved by the NE OCIO.
- c.** Contractor will provide the following information before installation begins:
 - i.** Network diagrams or schematics that show logical or physical connectivity of system to include network infrastructure and server placement.
 - ii.** Switch port requirements – speed and duplex
 - iii.** Firewall rule sets and other special network requirements
 - iv.** Other LAN and WAN requirements – bandwidth or protocols

9. Client-Server Requirements

- a.** The contractor must identify if software will be installed on existing State workstations or if the contractor will be supplying new workstations. The contractor will need to identify if their application is web-based or a separate Windows-based application.
- b.** As of this time, any new software installed on State workstations will need to be compatible with Windows 7 64 bit and Internet Explorer 10. If special client configurations or plugins are required, the contractor must specify.
- c.** If new servers are required for the project, the physical location for those servers must be identified. If a server is serving multiple sites, it is recommended to place a Virtual Server(s) at the State of Nebraska Data Center for Enterprise Services. If a server is placed at each site, it will need to be a 19" rack mount server (as opposed to a desktop computer or tower) and it will need a proper housing such as a rack in a communications room that has proper environmental controls, power, and cooling. The contractor must ask the questions during the site surveys about if they can put their servers in existing racks or if they need to provide new racks or cabinets.

- d. Servers outside State Network/DMZ. If the application software is accessible outside the State network (from home for example), the contractor will need to demonstrate how their application meets encryption and security standards such as SSL, TLS, or VPN requirements. The accessibility should be negotiated closely with DCS to prevent unauthorized access to data. All web browser data should be passed through protocols using HTTPS instead of plain text HTTP.
- e. If servers will not be on State premises the contractor must demonstrate methods for data security, backups, and disaster recovery planning to meet DCS operational standards.

10. Remote Access (VPN) for System Support and Maintenance

- a. NDCS will provide the contractor with a maximum of three individual VPN accounts upon request. The VPN system for the State of Nebraska is provided by the Nebraska OCIO.
- b. The contractor notifies the NDCS project manager about the need for remote access. NDCS will give the OCIO VPN form to the contractor and they will return one form for each person who needs access. The form will be signed by the NDCS project manager for authorization, and then the form will be given to NDCS IT to review network policies. IT will submit the request to OCIO and when the account is ready, IT will send connection instructions to the contractor directly.

11. Network Requirements

The type of data network used will be the responsibility of the contractor, however all site information to include recording and monitoring must be made available to the central administration workstations on a "real time" basis.

The type of voice network used will be the responsibility of the contractor. A Voice over Internet Protocol (VoIP) solution will be permitted, however the contractor must provide some type of redundancy so that facilities are never isolated from electronic monitoring from the Central administration site.

All data and telephone network used by the contractor provided system must be installed, maintained, and paid for by the contractor. At no time will the contractor be permitted to use State resources.

All inmate telephones must be capable of functioning simultaneously. This will require a 1:1 ratio of telephones to outside lines.

12. Telephone Equipment Requirements

All inmate telephones will be provided by contractors and must be heavy-duty wall mount phones to include:

- a. Hearing aid compatibility
- b. DTMF signaling
- c. Fully FCC and U.L. approved
- d. ADA compliant and compatible with TDD devices
- e. Armored cords
- f. Volume control

Telephone types and counts for each facility can be found in Attachment I.

Contractor must provide a portable telephone at each facility for use in segregation units and skilled nursing facility as indicated in Attachment 1.

Contractor will also provide cordless capability where identified.

Contractor must provide one (1) TDD unit at each facility location as indicated in Attachment 1. Additional TDD units shall be provided as requested by NDCS. Digital monitoring capabilities must be available for TDD units.

With the exception of cordless handsets, inmate telephones must be line powered.

Telephones placed in State facilities must utilize sturdy, high security construction, and have armored handset cords. Contractor shall provide spare telephone sets onsite at each location as indicated in Attachment 1. Contractor should provide as an attachment a photo and specifications of the telephone sets proposed.

13. System Requirements

The Bidder's system must allow for programming of time frames when calls may or may not be placed. These calling windows must be programmable on a site-by-site basis.

The Bidder's system must have the ability to block telephone numbers on a global basis. The NDCS maintains a list of telephone numbers that must be blocked from access by the entire system.

For the purpose of billing, and decrementing the inmate account, call timers may not begin until the inmate has an actual talk path established with the called party, and must end when one or both of the parties goes back on-hook.

The Bidder's system must be capable of storing all call detail records. System must be capable of producing real-time custom calling reports for investigative or auditing purposes. The following data elements must be available to query; PIN, called number, date, originating telephone set, time, originating number, terminating number, name and address, call duration, and call types. NDCS/YRTC prefers these data elements come from pre-paid calling, debit calling, and collect calling.

The Bidder's system must restrict incoming calls, with the exception of emergency situation(s) as defined by NDCS. This feature must be available on all inmate telephone sets.

The Bidder's system must be capable of processing calls and making announcements in both English and Spanish. The ability to add additional languages must be available. System announcement capabilities must be programmable, and the NDCS will approve all automated language prior to being put into production.

The Bidder's system must be capable of playing periodic voice overlays announcing that the current call is being placed from the (name, city, and state of the corrections facility). These announcements must be played at random intervals, no more than twice per fifteen (15) min call, and must be audible to the called party. Inmate voice must be muted during the playing of these announcements.

The Bidder system must allow for calling restrictions or suspensions at the individual account level. Individual inmate accounts must reside in the database for each facility Statewide. This will permit an inmate to be transferred from one facility to another without the need for establishing a new account.

Calling and time restrictions must be established at the facility level, and will vary from facility to facility depending on needs. The contractor must provide a system that allows designating inmates to place calls to a specified number and duration, above and beyond the standard duration of time.

The proposed system including monitoring and recording equipment must be expandable with software upgrades as they become available and are approved by the State. These upgrades must be performed at no cost to the State, at a mutually agreeable timeframe.

The Bidder system must allow the person accepting a collect call to inquire about the charge for a call prior to accepting it. Explain how the bidder's proposed system meets this requirement.

All data for each NDCS facility to include call detail records, call recordings, and platform operating system must be backed up daily. Backups whether on tape or hard drive media must be maintained in such a manner that they can be used to restore 100% operation to a site regardless of outage cause within 24 hours. Outages that are a result of corrupt or missing data must not last more than 24 hours. Processes for system backup, redundancy, and recovery must be outlined in the bidder's response.

14. Live Monitoring Requirements

The Contractor's system must allow for live monitoring of calls in progress from individual workstations. Staff must be able to monitor multiple calls simultaneously. The Contractor's system must be able to show all active calls on a single screen, and staff must be able to move from one call to another quickly. Moving from one call to another must take no more than five (5) seconds. Live monitoring calls shall have the capability to be forwarded to designated NDCS/YRTC phone numbers.

15. Service Level Requirements

The following service levels will be met by the Contractor. The Contractor will not substitute or deviate from these service levels.

- a. **CRITICAL:** Any outage where more than 30% of the assigned system extensions OR 30% of the assigned extensions to any particular building OR 30% of the system trunks are not operational for any reason. Vendor must respond to critical service level issues within one (1) hour. This may include remote dial in, or dispatch. Vendor must make every possible attempt to restore service within four (4) hours. With the exception of LEC service issues, critical service level outages must be resolved, or alternative means of communications established within eight (8) hours. Vendor must provide a detailed report to the NDCS Intel Coordinator within 48 hours of any critical outage. This report must outline the following:
 - i. Time, date, and cause of outage
 - ii. Time and date of first vendor response
 - iii. Chronological list of actions taken to restore service
 - iv. Name and contact number of person reporting outage

- b. **MAJOR:** Any outage where more than 10% of the assigned system extensions OR 10% of the assigned extensions to any particular building OR 10% of the system trunks are not operational for any reason. Any instance where 10% or

more of telephone calls are dropped or have static. Vendor must respond to major service level issues within three (3) hours. This may include remote dial in, or dispatch. Vendor must make every possible attempt to restore service within ten (10) hours. With the exception of LEC service issues, major service level outages must be resolved, or alternative means of communications established within 16 hours. If a major outage is reported after business hours, it will be the vendor's responsibility to inform the caller that a charge may be incurred, and to offer the option to have the outage responded to on the next business day. If the caller chooses to wait until the next business day, the "clock" for response and resolution times will begin at 8:00 AM on that day. If the caller still requests after hours dispatch, the vendor may proceed with written authorization from the caller. An e-mail from a State Government e-mail address will be acceptable. All State e-mail addresses end with (Nebraska.gov) Vendor must provide a detailed report to the NDCS Intel Coordinator within seven (7) days of any major outage. This report must outline the following:

- i. Time, date, and cause of outage
- ii. Time and date of first vendor response
- iii. Chronological list of actions taken to restore service
- iv. The name and contact number of person reporting trouble

c. MINOR: A case where any assigned extensions, trunks, or system features are not operational, or are not functioning properly for any reason. Any instance where telephone calls are either dropped or have static. Incidents where features or functions of the telephone sets are not operating properly. Vendor must respond to minor service level issues within ten (10) hours. This may include remote dial in, or dispatch. Vendor must make every possible attempt to restore service within 24 hours. With the exception of LEC service issues, minor service level outages must be resolved, or alternative means of communications established within 36 hours. If a minor outage is reported after business hours it must not be handled by the vendor until the next business day. The "clock" for response and resolution times will begin at 8:00 AM on that day. Vendor must provide a detailed report to the NDCS Intel Coordinator within 30 days of any minor outage. This report must outline the following:

- i. Time, date, and cause of outage
- ii. Time and date of first vendor response
- iii. List of actions taken to restore service
- iv. The name and contact number of the person reporting trouble

F. PERFORM IMPLEMENTATION

1. Initial System Implementation and Installation

Contractor will be responsible for the creation of all existing accounts. Inmate account information can be provided to the contractor in an electronic format.

The contractor must designate a limited number of personnel, including the site administrator to participate in the system installation at State facilities. Contractors must pass a standard NDCS background check. They will also be prohibited from forming personal relationships of any kind with inmates, their friends, or their families.

The Bidder must provide a detailed plan for installation, test, and turn-up to the State. Cut-over of any individual facility shall not occur without prior approval of NDCS. Any changes in schedule must be approved by the State. Digital circuit and/or telephone

line information must also be provided to include circuit ID numbers along with due dates.

G. PROVIDE POST IMPLEMENTATION SUPPORT

1. Customer Service Requirements

Contractor must provide 24 X 7 customer service, including holidays, to the State of Nebraska for the purpose of resolving problems with system hardware, software, calling functionality, recording functionality, and monitoring functionality.

Contractor must provide a dedicated contact to resolve all issues surrounding "Debit" transactions and accounting. The contractor must provide a trouble ticket system where each debit transaction issue is documented. The contractor must acknowledge receipt of each trouble ticket and respond to the State in writing on each resolution. All trouble ticket information and trending will be made available to the State upon request.

Contractor must assign a dedicated account representative other than the system administrator to the State of Nebraska account.

Contractor must be willing to replace, either, the system administrator, support technician, or account representative at the State's request. The State will only make this request if attempts at corrective action have not resulted in the State's satisfaction.

2. System Alarm Monitoring and Reporting

It is expected that the contractor monitor all equipment including LEC access lines on a continuous 24 X 7 basis including holidays. Any problems that effect system functionality in any way must be reported to the State immediately. A contact list will be given upon contract award.

Contractor must provide a toll free number that will be answered by a live person. This number must be staffed 24 X 7 including holidays.

3. Trouble Reporting

Contractor must provide a detailed description of their escalation procedures. Upon award Contractor must provide a service escalation list to include names, office, cellular, and pager numbers.

Contractor must provide an automated trouble reporting system. Contractor must provide a 24-hour toll free number for reporting troubles.

H. DELIVERABLES (REQUIRED)

1. Installation Period

Installation at each facility must be completed and all Inmate calling service available no later than 8:00 AM Central Standard Time on November 27, 2015.

It will be the contractor's responsibility to keep the State informed of all timelines and work progress.

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 two (2) 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 two (2) 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.

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 subsections:

- a. Understanding of the project requirements;
- b. Proposed development approach;
- c. Technical considerations;
- d. Detailed project work plan; and
- e. Deliverables and due dates.

B. COST PROPOSAL REQUIREMENTS

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

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

1. PRICING SUMMARY

This summary shall present the total fixed price to perform all of the requirements of the Request for Proposal. The bidder must include details in the Cost Proposal supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

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

2. PRICES

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

Form A

Bidder Contact Sheet

Request for Proposal Number 5094Z1

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

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

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

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

Form B

Notification of Intent to Attend Pre-Proposal Conference and Site Visits

Request for Proposal Number 5094Z1

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

The "Notification of Intent to Attend Pre-Proposal Conference and Site Visits" form should be submitted to the State Purchasing Bureau via e-mail (as.materielpurchasing@nebraska.gov), facsimile (402-471-2089), hand delivered or US Mail by the date shown in the Schedule of Events.

Form C

NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES SUPPLEMENTAL CONTRACT INFORMATION

The Nebraska Department of Correctional Services (NDCS) is committed to the open and fair process for selection of contractual services; additionally, we are committed to upholding the laws of the State of Nebraska, the NDCS Code of Ethics and Conduct, and internal recommendations for improving best business practices.

Please complete the questions below and submit with your bid documents. Responding “yes” to any question will not disqualify you from consideration, but may necessitate a follow-up information request.

Company Name: _____

PO Box Address: _____

Physical Address: _____

City/State/Zip: _____

Phone Number: _____

Name/Title of Contact: _____

		YES	NO
1.	To your knowledge do you have any relatives, employees, contractors, sub-contractors, or a personal relationship with anyone who is currently employed by the Nebraska Department of Correctional Services?		
	If yes, who?		
2.	Has an employee of the Department of Correctional Services performed work for you under your current contract with the NDCS?		
	If yes, who, how long, and in what capacity?		
3.	Does an employee of the Department of Correctional Services (past or present) hold any corporate position in your company?		
	If yes, who and what position?		
4.	Incorporated companies, please provide the following information:		
	Name of Corporate Entity: _____		
	Principle Office Address: _____		
	Registered Agent and Office Address: _____		
5.	Non-Incorporated Companies please provide the following information:		
	Owner: _____		

By my signature below, I attest that neither I, nor my company, nor any primary officer or employee in my company has a known conflict of interest with the Nebraska Department of Correctional Services.

Company President Signature Date