

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

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

SOLICITATION NUMBER	RELEASE DATE
RFP 4013Z1	May 25, 2012
OPENING DATE AND TIME	PROCUREMENT CONTACT
June 22, 2012 2:00 p.m. Central Time	Mary Lanning/Kate Severin

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

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 4013Z1 for the purpose of selecting a qualified contractor to provide Wireless equipment and services.

Written questions are due no later than June 1, 2012, and should be submitted via e-mail to matpurch.dasmat@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original and (six) (06) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

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

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

BIDDER MUST COMPLETE THE FOLLOWING

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

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

TABLE OF CONTENTS

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM.....	i
TABLE OF CONTENTS.....	ii
GLOSSARY OF TERMS.....	v
I. SCOPE OF THE REQUEST FOR PROPOSAL	1
A. SCHEDULE OF EVENTS	1
II. PROCUREMENT PROCEDURES	2
A. PROCURING OFFICE AND CONTACT PERSON.....	2
B. GENERAL INFORMATION.....	2
C. COMMUNICATION WITH STATE STAFF.....	2
D. NOTIFICATION OF INTENT TO BID.....	3
E. WRITTEN QUESTIONS AND ANSWERS.....	3
F. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS.....	3
G. SUBMISSION OF PROPOSALS	4
H. PROPOSAL OPENING.....	4
I. LATE PROPOSALS.....	5
J. REJECTION OF PROPOSALS.....	5
K. EVALUATION OF PROPOSALS	5
L. EVALUATION COMMITTEE	5
M. MANDATORY REQUIREMENTS	6
N. REFERENCE CHECKS.....	6
O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS	6
P. VIOLATION OF TERMS AND CONDITIONS	6
III. TERMS AND CONDITIONS	7
A. GENERAL.....	7
B. AWARD.....	7
C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION	8
D. PERMITS, REGULATIONS, LAWS	8
E. OWNERSHIP OF INFORMATION AND DATA.....	8
F. INSURANCE REQUIREMENTS	8
G. COOPERATION WITH OTHER CONTRACTORS	10
H. INDEPENDENT CONTRACTOR	10
I. CONTRACTOR RESPONSIBILITY	11
J. CONTRACTOR PERSONNEL.....	11
K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION	11
L. CONFLICT OF INTEREST	12
M. PROPOSAL PREPARATION COSTS	12
N. ERRORS AND OMISSIONS.....	12
O. BEGINNING OF WORK.....	12
P. ASSIGNMENT BY THE STATE.....	12
Q. ASSIGNMENT BY THE CONTRACTOR	12
R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL	12
S. GOVERNING LAW	13
T. ATTORNEY'S FEES	13
U. ADVERTISING.....	13
V. STATE PROPERTY.....	13

W.	SITE RULES AND REGULATIONS.....	13
X.	NOTIFICATION.....	13
Y.	EARLY TERMINATION.....	14
Z.	FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS.....	15
AA.	BREACH BY CONTRACTOR.....	15
BB.	ASSURANCES BEFORE BREACH.....	15
CC.	PENALTY.....	15
DD.	FORCE MAJEURE.....	15
EE.	PROHIBITION AGAINST ADVANCE PAYMENT.....	16
FF.	PAYMENT.....	16
GG.	INVOICES.....	16
HH.	AUDIT REQUIREMENTS.....	16
II.	TAXES.....	16
JJ.	INSPECTION AND APPROVAL.....	16
KK.	CHANGES IN SCOPE/CHANGE ORDERS.....	17
LL.	SEVERABILITY.....	17
MM.	CONFIDENTIALITY.....	17
NN.	PROPRIETARY INFORMATION.....	17
OO.	CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING.....	18
PP.	PRICES.....	18
QQ.	BEST AND FINAL OFFER.....	19
RR.	ETHICS IN PUBLIC CONTRACTING.....	19
SS.	INDEMNIFICATION.....	19
TT.	NEBRASKA TECHNOLOGY ACCESS STANDARDS.....	20
UU.	ANTITRUST.....	20
VV.	DISASTER RECOVERY/BACK UP PLAN.....	20
WW.	TIME IS OF THE ESSENCE.....	20
XX.	RECYCLING.....	20
YY.	DRUG POLICY.....	20
ZZ.	NEW EMPLOYEE WORK ELIGIBILITY STATUS.....	21
AAA.	CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY.....	21
IV.	PROJECT DESCRIPTION AND SCOPE OF WORK.....	22
A.	PROJECT OVERVIEW.....	22
B.	WESTERN STATES CONTRACTING ALLIANCE.....	23
C.	PROJECT ENVIRONMENT.....	23
D.	TECHNICAL REQUIREMENTS.....	25
E.	PROJECT PLANNING & MANAGEMENT.....	27
F.	BILLING FORMAT, CYCLES, DELIVERY.....	29
G.	METHOD AND SCHEDULE OF PAYMENTS.....	30
H.	ORDER PROCEDURES, ACCOUNT AUTHORIZATION.....	31
I.	SERVICE RATES, VOICE AND DATA.....	33
J.	NETWORK SPECIFICATIONS.....	35
K.	WIRELESS EQUIPMENT AND ACCESSORIES.....	37
L.	SERVICE OUTAGE NOTIFICATION AND ESCALATION.....	38
M.	IMPLEMENTATION PLAN.....	38
N.	DEPLOYMENT STATUS REPORTS.....	38
O.	SERVICE ASSURANCE PRIORITY.....	39
P.	SUPPORT IN TIMES OF EMERGENCY.....	39
V.	PROPOSAL INSTRUCTIONS.....	40
A.	TECHNICAL PROPOSAL.....	40

B. COST PROPOSAL REQUIREMENTS.....44
C. PAYMENT SCHEDULE44
Form A Bidder Contact Sheet.....45
Form B Notification of Intent to Bid46

GLOSSARY OF TERMS

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

Addendum: Something added or deleted.

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

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

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

Amendment: Written correction or alteration.

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

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

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

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

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

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

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

Business Day: Any weekday, excepting public holidays.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E-rate: The Schools and Libraries Program of the Universal Service Fund, commonly known as "ERate," is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC), and provides discounts to assist most schools and libraries in the United States to obtain affordable telecommunications and Internet access.

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

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

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

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

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

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

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

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

Mandatory: Required, compulsory or obligatory.

May: Denotes discretion.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Should: Indicates an expectation.

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

Solicitation Document: Request for Proposal.

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

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

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

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

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

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

Vendor: An actual or potential contractor; a contractor.

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

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 4013Z1 for the purpose of selecting a qualified contractor to provide Wireless equipment and services.

A contract resulting from this Request for Proposal will be issued for a period of (three) (3) years effective from the date of the contract award with the option to renew for (three) (3) additional (one) (1) year periods.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: <http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

A. SCHEDULE OF EVENTS

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

	ACTIVITY	DATE/TIME
1.	Release Request for Proposal	May 25, 2012
2.	Last day to submit written questions	June 1, 2012
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	June 8, 2012
4.	Last day to submit "Letter of Intent To Bid"	June 8, 2012
5.	Proposal opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	June 22, 2012 2:00 PM Central Time
6.	Review for conformance of mandatory requirements	June 22, 2012
7.	Evaluation period	June 22, 2012
8.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	To Be Determined
9.	Post "Letter of Intent to Contract" to Internet at: and/or http://www.das.state.ne.us/materiel/purchasing/rfp.htm	June 29, 2012
10.	Contract award	July 6, 2012
11.	Contractor start date	July 6, 2012

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

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

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

OR

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

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing Wireless equipment and services at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

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

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

C. COMMUNICATION WITH STATE STAFF

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

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

The following exceptions to these restrictions are permitted:

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

3. state-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

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

D. NOTIFICATION OF INTENT TO BID

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

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

A list of vendors who submitted a Notification of Intent to Bid will be provided through an addendum to be posted on the Internet at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> on or after the date shown in the Schedule of Events.

E. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 4013Z1; Wireless equipment and service Questions". It is preferred that questions be sent via e-mail to matpurch.dasmat@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Mary Lanning/Kate Severin, showing the total number of pages transmitted, and clearly marked "RFP Number 4013Z1; Wireless equipment and services Questions".

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

F. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

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

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

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

G. SUBMISSION OF PROPOSALS

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

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and six (6) copies of the entire proposal should be submitted. The copy marked "original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the request for proposal number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-2401 should be used. The request for proposal number must be included in all correspondence.

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

The Technical and Cost Proposals should be presented in separate sections (loose-leaf binders are preferred) on standard 8 ½" x 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 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.

H. PROPOSAL OPENING

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

I. LATE PROPOSALS

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

J. REJECTION OF PROPOSALS

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

K. EVALUATION OF PROPOSALS

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

1. Executive Summary;
2. Corporate Overview shall include but is not limited to;
 - a. the ability, capacity and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
 - b. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the quality of bidder performance on prior contracts;
 - e. such other information that may be secured and that has a bearing on the decision to award the contract;
3. Technical Approach; and
4. Cost Proposal.

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

L. EVALUATION COMMITTEE

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

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

M. MANDATORY REQUIREMENTS

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

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

N. REFERENCE CHECKS

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

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

O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

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

P. VIOLATION OF TERMS AND CONDITIONS

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

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

III. TERMS AND CONDITIONS

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

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

A. GENERAL

Accept
& Initial

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

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

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

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

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

B. AWARD

Accept
& Initial

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

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

Once an intent to award decision has been determined, it will be posted to the Internet at:

<http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

Grievance and protest procedure is available on the Internet at:

<http://www.das.state.ne.us/materiel/purchasing/agencyervicesprocurementmanual/ProtestGrievanceProcedureForServices.doc>

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

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

Accept
& Initial

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

D. PERMITS, REGULATIONS, LAWS

Accept
& Initial

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

E. OWNERSHIP OF INFORMATION AND DATA

Accept
& Initial

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

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

F. INSURANCE REQUIREMENTS

Accept
& Initial

The contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. If contractor will be utilizing any subcontractors, the contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). Contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the contractor. Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

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

b. COMMERCIAL GENERAL LIABILITY

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

c. COMMERCIAL AUTOMOBILE LIABILITY
Bodily Injury/Property Damage \$1,000,000 combined single limit

d. UMBRELLA/EXCESS LIABILITY
Over Primary Insurance \$1,000,000 per occurrence

4. EVIDENCE OF COVERAGE

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer, Administrative Services, State Purchasing Bureau, 301 Centennial Mall S, 1st Fl, Lincoln, NE 68508 (facsimile 402-471-2089). 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

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

Accept
& Initial

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

H. INDEPENDENT CONTRACTOR

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

Accept
& Initial

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

I. CONTRACTOR RESPONSIBILITY

Accept
& Initial

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

If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the contract, without the prior written authorization of the State. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

Accept
& Initial

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

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

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

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

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

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

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

Accept
& Initial

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

L. CONFLICT OF INTEREST

Accept
& Initial

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

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

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

M. PROPOSAL PREPARATION COSTS

Accept
& Initial

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

N. ERRORS AND OMISSIONS

Accept
& Initial

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

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

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

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

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

S. GOVERNING LAW

Accept
& Initial

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

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

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

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

W. SITE RULES AND REGULATIONS

Accept
& Initial

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

X. NOTIFICATION

Accept
& Initial

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

1. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.
2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the

delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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

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

Y. EARLY TERMINATION

The contract may be terminated as follows:

Accept
& Initial

1. The State and the contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
 - g. contractor intentionally discloses confidential information;
 - h. contractor has or announces it will discontinue support of the deliverable;
 - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

Accept
& Initial

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

AA. BREACH BY CONTRACTOR

Accept
& Initial

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

BB. ASSURANCES BEFORE BREACH

Accept
& Initial

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

CC. PENALTY

Accept
& Initial

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 stipulated in the contract for the deliverables may result in an assessment of penalty due the State of \$500.00 dollars per day until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

DD. FORCE MAJEURE

Accept
& Initial

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

EE. PROHIBITION AGAINST ADVANCE PAYMENT

Accept
& Initial

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

FF. PAYMENT

Accept
& Initial

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

GG. INVOICES

Accept
& Initial

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

HH. AUDIT REQUIREMENTS

Accept
& Initial

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

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

II. TAXES

Accept
& Initial

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a state-owned facility is the responsibility of the contractor.

JJ. INSPECTION AND APPROVAL

Accept
& Initial

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

KK. CHANGES IN SCOPE/CHANGE ORDERS

Accept
& Initial

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

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

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

LL. SEVERABILITY

Accept
& Initial

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

MM. CONFIDENTIALITY

Accept
& Initial

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.

NN. PROPRIETARY INFORMATION

Accept
& Initial

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for

submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

OO. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept
& Initial

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

PP. PRICES

Accept
& Initial

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

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

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

QQ. BEST AND FINAL OFFER

Accept
& Initial

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

RR. ETHICS IN PUBLIC CONTRACTING

Accept
& Initial

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

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

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

SS. INDEMNIFICATION

Accept
& Initial

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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

TT. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Accept
& Initial

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

UU. ANTITRUST

Accept
& Initial

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

VV. DISASTER RECOVERY/BACK UP PLAN

Accept
& Initial

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

WW. TIME IS OF THE ESSENCE

Accept
& Initial

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

XX. RECYCLING

Accept
& Initial

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

YY. DRUG POLICY

Accept
& Initial

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

ZZ. NEW EMPLOYEE WORK ELIGIBILITY STATUS

Accept
& Initial

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

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

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

AAA. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

Accept
& Initial

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 subcontracts 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.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

The objective of this Request for Proposal (RFP) is to identify a Contractor or Contractors to provide commercial wireless voice and data communications services and equipment, such as cellular, satellite, mobile devices, and data devices including tablets, aircards and modems over the term of the contract. The successful Contractor(s) will provide cost-effective, reliable wireless telecommunications services to meet the needs of Nebraska's State agencies. This RFP is for statewide and localized wireless voice and data telecommunications services.

As a result of this RFP process, the State may issue multiple contracts. The multiple contract concept may be necessary to meet the variety of statewide user needs in terms of usage, rate plan variety, equipment variations with regard to features, functions and quality level, geographic coverage considerations, service availability, and a variety of individual needs that may be unique to the potential wireless user. Although the State may award a contract to several or all Bidders, the State will not enter into any contract with pricing or terms that require volume commitments. When activating individual wireless lines the State may select a carrier based on the following criteria:

1. The needs of the individual user and the ability of the carrier to meet those needs.
2. The flexibility of pricing plans available from the carrier.
3. Physical location of the individual user vs. the carrier's coverage area.
4. Carrier's overall compliance with the requirements of the RFP.
5. Variety of hardware and devices offered by the carrier.

Potential providers will note that defined coverage areas may include the entire geographic area of the State of Nebraska, along the Interstate corridor and other major roadways, metro areas, and nationwide access to wireless service. The State of Nebraska is looking for proposals from Bidders that will identify their defined service areas. The State will analyze proposals for service offerings with an emphasis on cost savings, technical feasibility and service. Current wireless user statistics are provided to assist Bidders in making an appropriate proposal to the State.

Bidders should indicate their understanding and willingness to comply with the requirements of this RFP by addressing each requirement. Requirements are indicated using the terms "must" or "will". In any case where the Bidder does not take written exception to requirements by indicating that they cannot comply, it will be understood that the Bidder intends to comply fully. In cases where the Bidder cannot comply with a requirement, the Bidder should state so immediately following the requirement in their proposal. Alternative solutions to RFP requirements may be reviewed for acceptance at the State's discretion. The requirements in this RFP are based on the needs of the State and at a minimum, points will be deducted from Bidder's score for non-compliant responses as determined by the evaluation team. Bidders should also note that the State is not obligated to accept alternative solutions to requirements and bid responses containing alternative solutions or failures to meet requirements may be rejected at the State's discretion. Because of the technical and operational differences between terrestrial wireless and satellite communications it is understood that some requirements or requests for information may not apply to all Bidders. When requests for information concerning wireless technologies not provided by the bidder are encountered by the Bidder it will be acceptable to respond with "N/A". Bidders should also be aware that there are several areas within the RFP which require the bidder to provide information as a part of their bid response. Any bid proposal that does not contain all of the requested information may be rejected.

6. Below is an example of the preferred methods for responding to individual RFP requirements:

Example Requirement: The contractor must provide a dedicated account representative.

- a. Bidder has read, understands, and will comply.(additional elaboration on how the bidder's response meets the State's needs is encouraged if relevant)
- b. Bidder has read, understands, and cannot comply but offers an alternate solution.(alternate solution must be described in detail in order to be considered)
- c. Bidder has read, understands, and cannot comply.

The contractor will notify the State promptly of the existence of more favorable benefits and terms and the State will have the right to receive the more favorable benefits and terms immediately. If requested in writing by the State, Contractor will amend this Agreement to contain the more favorable terms and conditions.

B. WESTERN STATES CONTRACTING ALLIANCE

Bidders may propose WSCA pricing and the State may elect to sign a WSCA participating addendum. If a conflict arises between this document and any WSCA contract documents, the language in this document will take precedence unless otherwise agreed to by both parties in writing.

1. E-RATE

All services listed above will be offered to Schools and Libraries and therefore must meet E-rate guidelines for eligible services, products, service providers and contracts.

C. PROJECT ENVIRONMENT

1. CURRENT ENVIRONMENT

a. USER STATISTICS

The State of Nebraska uses several commercial services for cellular, satellite, and mobile devices for approximately 7,600 users, at an average volume of approximately 850,000 minutes per month. The majority of State employees (approximately 3,200 lines) use a zero-access rate. The State has a strong desire continue offering this particular plan to agencies. Approximately 3000 users are based in the Lincoln and Omaha metro areas, and many of the users travel outside these areas. Approximately 200 users require nationwide service. The State of Nebraska currently uses a variety of technologies that include CDMA, TDMA, GSM, 3G, 4G, and satellite telephone. The tables below illustrate approximate user quantities, activity levels and equipment changes.

Table 1: User locations, quantities and activity levels

Defined User Locations	Approx. # users	Approx. min/mo.	Approximate M2M minutes
Lincoln	3079	395,000	166,000
Omaha	158	32,000	12,000
Greater Nebraska	4413	427,000	368,000
Totals	7650	854,000	

Table 2: Additional wireless devices in use

Device type/use	Approx. # users	Approx. min/mo.
Mobile phone	5964	Unknown
Satellite phone	41	Emergency use
Aircard/Modem	816/828	Unknown

Table 3: User equipment changes and total minutes by year

User activity by type	2009	2010	2011
New Activations	604	397	674
Equipment upgrades, retain #	523	887	1296

Table 4: User activity levels by rate type

Activity level by rate type	Approx. # users
Zero-access rateplan (Lincoln)	1097
Zero-access rateplan (Omaha)	92
Zero-access rateplan (remaining)	2020
Other rateplans	4440

b. ZERO-ACCESS RATE

The zero-access plan provides statewide service and bills at a per minute rate for all usage except Mobile to Mobile however there are no monthly fees associated. This works well for State agencies, as it reduces inefficiencies in managing many user plans, and having to periodically adjust rate plans. There are approximately 3,209 current users are on this plan and operate primarily within the State and generate the majority of the State's monthly volume. For each service plan offered, the State prefers to not pay roaming or long distance charges. Users should not incur roaming or long distance charges when operating within their home area as defined by the carrier's coverage maps. This includes the user's geographic location within the home area.

c. DATA APPLICATIONS

The State is currently using devices for some data applications, such as email, text messaging (text, picture, and video) and PC connectivity. The State anticipates that the levels of these activities will increase in the Nebraska market as newer technologies are developed. There is also a need for these services nationally, and on occasion, internationally. Data service rates that provide cost-effective options for various levels of data volume to include unlimited usage are also desired.

d. DIRECT CONNECT SERVICE

In some cases the State can benefit from a Direct Connect service between the carrier and the State network. This service should allow for static or DHCP addressing of data devices and route all data traffic to and from a device thru the State data network. Bidders should describe any similar offerings and include all relevant pricing.

D. TECHNICAL REQUIREMENTS

The State of Nebraska also bids these services on behalf of numerous E-rate eligible education entities across the State. Each entity must be allowed a reasonable duration to hold a public meeting of its administrative board to approve its purchase from the resulting state contract(s) and to file its E-rate Form 471 prior to the national deadline estimated to be in March, 2013. Once Intents to Contract have been announced by the State, each contractor must work expeditiously toward a jointly signed contract in order to allow enough time for the local approval process. Failure to reach a signed contract with the State prior to January 31, 2013 may risk negotiation of purchases for the July 1, 2013-June 30, 2014 performance year.

Bidder must have a Service Provider Identification Number (SPIN) from the Universal Service Administrative Company and be eligible to participate in the Universal Service Fund discount program for telecommunications services provided to the E-rate eligible entities. Bidder agrees to provide any discounts, including any accrued credits, for which the entity is eligible under the Universal Service Fund for school telecommunications services. Bidder will, at its expense, prepare and file all carrier documents and reports required for the eligible entities to receive the benefit of such discounts and credits. The Bidder's Service Provider Identification Number (SPIN) issued to bidder by the Universal

Service Administrative Company must be included in the responding bid.

Provide SPIN number here: _____

1. WARRANTY AND SERVICE

The proposal must include warranty service for both parts and labor on all cellular phone equipment repairs, for one year from the date of purchase, free of charge.

The proposal must clearly explain the terms and conditions of the warranty (if warranty is third party provided, please supply details of the warranty agreement).

The Bidder should include a list of authorized equipment repair facilities and a description of services offered.

2. NEW EQUIPMENT AND/OR SERVICES

a. The State requests that the Contractor provide Demo equipment and/or accounts for each new product or device as they are introduced. The State requests each evaluation for a period of 60 days. The Contractor should provide all equipment, software, and network access necessary to evaluate each product at no cost to the State. Demo equipment and/or software allow the State to evaluate the products usefulness to State Government, compatibility with existing network resources, and compliance with established security standards.

3. DROPPED CALLS AND OUTAGES

Contractors must handle dropped calls and outages as follows:

- a. Contractors should report to the State, on a monthly basis, any calls which are disconnected other than by the user (“dropped calls”). The procedures for identifying dropped calls should be clearly stated in the proposal response. If this is a systemic coverage/capacity issue, offeror will provide a plan to take remedial action to rectify such problems within a period of 45 calendar days.

Contractors should provide the State with at least 72-hour advance notice prior to service outages and scheduled maintenance. Another notification should be provided once the outage has been resolved.

4. LOCATION TRACKING

The State is interested in any “Tracking Technologies” available with the use of built in cellular GPS receivers. The State is particularly interested in services where cellular telephone devices can be located in a “real-time” manner by State personnel. Describe any products or services offered by your company utilizing GPS technology.

5. SIM LOCKING

If applicable, describe your policy on SIM locking.

6. NATIONAL COMMUNICATION SERVICE WIRELESS PRIORITY SERVICE/GOVERNMENT EMERGENCY TELECOMMUNICATIONS SERVICE

The State of Nebraska is particularly interested in the Federal Department of Homeland Security sponsored product “Wireless Priority Service”. Describe whether your network supports WPS and explain in detail the Nebraska coverage area for this product. Also include any MRC and per-minute rates that apply. If the Bidder’s network does not currently support WPS, the Bidder should detail their plans for future deployment.

The Bidder should agree to work with the State of Nebraska and various Federal agencies to ensure priority treatment and routing of Government Emergency Telecommunications Service (GETS) calls to the extent possible. In contrast to WPS, GETS call priority should not require the Bidder to make an investment in hardware or software. In most cases it only requires translation changes on select outbound switch trunk groups. These translations allow an outbound trunk group to recognize a GETS call and place that call in “queue” and then route it down the next available trunk whereas the switch simply returns an “Equipment Busy” tone to non-GETS callers who encounter a busy trunk group.

7. SATELLITE SERVICE CAPACITIES

In order to help determine usefulness of satellite resources and potential satellite network saturation in times of emergency the State requests the following information:

- a. Quantity of Bidders airborne satellites in operation at any given time.
- b. Quantity of Bidders airborne satellites in view from Nebraska at any given time
- c. Quantity of talk paths available at any given time from those Bidder airborne satellites which are in view
- d. Approximate number of devices operational and capable of accessing the Bidders network from Nebraska (preferably broken down by County)

- e. Approximate average P. grade of service available on the Bidders network under normal conditions

This information will help the State to anticipate potential network congestion during emergencies when other means of voice communications are not operational or available and satellite network usage would be higher than normal. The State understands the confidentiality issues surrounding satellite information. Information concerning satellite locations and capabilities will be kept confidential and will not be disclosed beyond the Office of the CIO. In order to protect the Bidders proprietary information, it must be delivered with the Bidder's proposal and identified as outlined in Section III Terms and Conditions, Subsection OO. Proprietary Information.

8. E-911

The Bidder should describe their current implementation status of phase I and phase II E-911 capability for each PSAP in Nebraska.

9. MANUFACTURER OR CONTRACTOR REBATES

It is not feasible for the State to take advantage of rebates for the individual purchase of cellular equipment. The contractor should agree to extend the advertised "After Rebate" price on all equipment purchases.

E. PROJECT PLANNING & MANAGEMENT

Provide contact information and positions held of all personnel that will be assigned to the State of Nebraska account(s) and their location(s) throughout the State. Provide a complete contact list of individuals who will be authorized to act on the account(s), and upper management personnel who may be contacted in emergencies. For all official account representatives, include contact information, such as name, location, telephone number, email address, etc.

1. CUSTOMER SUPPORT

Bidders must provide information on call center and retail locations for account and technical support that will be provided for the State of Nebraska account(s), contact information, and after-hours call support information. Specify physical locations, contact names, telephone numbers, customer service and technical support provisions. The following table lists the requirements and resolution times that will be expected from Contractors:

REQUIREMENT	REQUIRED RESOLUTION TIME
1. Billing Questions	Immediate through the State dedicated care center
2. Add/Remove users and/or lines	Immediate; equipment sent via next overnight delivery
2. Technical Support	Immediate Resolution or 24 hour equipment change
3. Account Credits	One (1) Billing Cycle
5. Check on payments received	Immediate through the State dedicated care center
6. General inquiries	Immediate through the State dedicated care center
7. Request copies of bills	3-5 business days
8. Account maintenance/Changes	One (1) Billing Cycle

In addition to the contact information listed above, the Contractor must provide a dedicated account representative. This representative will be the liaison between the

State and the Contractor and they will be treated as a single point of contact. This representative should be based in Nebraska.

2. ACCOUNT ACCESS

Detail the method(s) available for the State to access its account(s), review information, and perform account maintenance. Specify options for web based account access, CD or other available options to review and update account information. Also specify account authorization provisions for account access.

3. ACCOUNT SECURITY

Describe in detail policies and procedures that will be used to ensure only authorized individuals from the State of Nebraska or from your company will have access to the State of Nebraska account(s). Specify policies and procedures that will ensure account information cannot be accessed or modified by anyone other than authorized personnel. For example, how are active lines of service prevented from unauthorized modification or deactivation? What notification procedures will be used in the event of a planned or unplanned disruption to service concerning the account(s)? How will accounts that contain multiple lines be prevented from deactivation (i.e. prevention measures to ensure an entire account is not able to be removed from service without the State's written authorization)?

4. AUTHORIZED DEALERS, REPAIR SERVICE

Contractor must be an Original Equipment Manufacturer (OEM) authorized distributor or dealer with service, installation and repair capabilities for all equipment provided/purchased as a result of this contract. Contractor should provide a copy of your OEM certification as part of your response to this RFP. Provide contact information and positions held of all dealers external to the Contractor's company that will be authorized to provide service and support to the State of Nebraska users and account(s). Specify their location(s) and contacts for all locations within the State. Detail the extent of the dealer's authority related to any State of Nebraska account(s), and billing provisions for compatibility with the Contractor's billing system. For equipment offered by the Contractor that is not serviced by the Contractor, specify service provisions for the specific related equipment. Detail after-warranty product support and any exceptions where specific devices are not serviced by the Contractor directly (i.e. mobile devices, etc.)

5. NOTIFICATION OF MAINTENANCE AND SERVICE DISRUPTIONS

Contractors must establish and provide information on the procedure(s) used to notify the State when outages or other service related issues occur. Detail the circumstances that would occur to meet the threshold for notification, how the State will be notified, and the timeframe for notification after discovery. Contractors must detail their escalation procedure for network service problems, and indicate their standards for response and repair time.

6. USER TRAINING

Describe end-user support pertaining to operation of user devices (i.e. sales representative briefing, or other forms of training offered, formal or informal).

F. BILLING FORMAT, CYCLES, DELIVERY

The State requires that the billing cycle for all Bidder provided services end on the last day of each month, and the next billing cycle should begin on the day immediately following the preceding billing cycle. The Bidder must be willing to provide the State with a paper summary invoice, a complete detailed paper invoice, and/or complete detailed electronic billing. Upon contract award the State will work with contractors to determine which combination of billing types will be necessary.

A monthly paper summary invoice must be delivered to the Office of the CIO, Network Services at 501 S. 14th Street, 4th Floor, Lincoln, NE 68508 within 10 business days after the end of the month in which the billable service was rendered. All figures must reflect the actual contracted amount. The State will not accept any invoicing, billing, or billing detail that reflects a higher than contracted rate with a discount applied. The State also requires that an electronic copy of the paper summary invoice be e-mailed to the Office of the CIO, Network Services each month.

The Bidder should also submit with their proposal a sample invoice that meets the specifications of this RFP.

If the State chooses to use an electronic file for re-billing purposes, it is required that it be accurate and match with any paper invoice or summary provided. All charges and usage information related to service and billable calls must be provided in the electronic file (if utilized) each month and rendered to the State by the 12th of the following month.

In order to facilitate automation the State supports two methods for receiving files, a relay server using SCP or Connect Direct.

The State will provide a relay server for receiving monthly billing file(s). The server is accessible via the Internet. Access instructions, user id and password will be provided.

Connect Direct is a third party package that is supported on the State's mainframe and requires the Contractor to also utilize Connect Direct. Setup will be coordinated with the appropriate State personnel.

Prior to "going live", testing must be done on the Contractors electronic detail. The entire process of sending and receiving the billing file must be tested. Also included in this testing will be verification that the electronic file(s) match the paper invoice.

Fixed field data files are the preferred file format. Delimited text files are also acceptable. Text/alpha fields should be left justified blank padded, numeric fields should be right justified, zero padding is not necessary as long as they are right justified and align. Editing is not desired for dates and amounts (other than a sign for credit amounts). In other words for a date 20060119 is preferred over 2006-01-19, for an amount 100000 is preferable to 1,000.00.

Bidders should provide a test file along with their proposal in order to be considered. The State will verify that the content of the test file(s) are compatible with the State rebilling system. At a minimum the following information must be contained in each file:

1. A single record for each individual line or wireless device that details the monthly recurring cost and includes 10 digit wireless number, description of service, free minutes used, billable minutes used, and monthly charge

2. A single record for each billable call that includes 10 digit wireless number, called to number or called from number, date of call, time of call, elapsed time of call, and cost for call
3. A single record for each billable feature for each wireless device that includes 10 digit wireless number, feature description, and monthly recurring cost for feature
4. A single record for each install or activation charge that includes the 10 digit wireless number, activation date, and activation charge.

A record layout description must accompany each electronic test file. The State will develop all programming necessary to utilize the Contractors electronic records at its own expense. In any event where the Contractors electronic detail format changes during the term of the contract, the Contractor must notify the State at least ninety (90) days in advance of such changes. If changes to the electronic detail format are made by the Contractor and the State is not notified in advance the State will bill the Contractor \$150.00 for each hour required to modify its billing system. If the Contractor makes a timely notification of electronic detail changes and those changes are significant, the State may elect to bill the Contractor \$150.00 for each hour required to modify its billing system.

1. ANALYSIS TOOLS

Contractors are encouraged to provide software tools that enable analysis of the wireless accounts. The analysis software should be capable of accessing all of the cellular service details. In addition, the software should be capable of ad hoc query and be capable of displaying all of the information contained therein. Contractors should be able to provide training to Office of the CIO, Network Services personnel in the use of the software.

2. BILLING MEASUREMENT

Define when billing begins during the call completion process. Contractors should specify the billing increment used (i.e., 15 seconds, 1 minute), and if applicable, what minimum billing increment is used. For informational purposes, the current average call duration is approximately 2.8 minutes per call.

3. BILLING NUMBER INVENTORY REPORTS

Contractors should provide a quarterly list of all active wireless phone numbers assigned to each wireless account. This information should be provided electronically, preferably in MS Excel or similar format. Describe how this requirement will be met.

4. VALID BILLABLE CALLS

Calls must be less than 90 days old to be valid and billable.

5. FEDERAL AND STATE SURCHARGES

Detail each federal and State surcharge and how these charges will appear on the monthly invoice and billing detail. These surcharges must be billed to their corresponding wireless telephone number.

G. METHOD AND SCHEDULE OF PAYMENTS

Payment will be made within 45 days of receipt of an acceptable invoice. Invoices which are inaccurate will not be paid until corrected. Upon notice to the Contractor of billing errors, the Contractor will be required to correct the invoice, and resubmit to the State. Upon submission of accurate invoice, the State will make payment within 45 days. All invoices deemed to be inaccurate must be corrected by the Contractor and re-submitted within 60 days.

Failure of Contractor to submit a corrected invoice or issue credits for overcharges within ninety (90) days will be deemed forfeiture by Contractor of all compensation due toward the disputed invoice.

In the event that minor infrequent errors exist on invoices the State may at its own discretion elect to receive a credit for such errors. All billing errors must be corrected or credited within two (2) billing cycles. Accurate billing, timely invoice delivery, and billing dispute resolutions are required, and repeated failure to meet billing/invoicing requirements will result in penalties that compensate the State for all costs including labor. The State reserves the right to deduct an amount equal to \$150.00 per labor hour for time spent disputing billing errors and tracking such erroneous invoices and/or credits.

In any event where the Contractor does not correct invoices, the State reserves the right to pursue one or more of the following remedies:

1. Withholding of payment on disputed invoices.
2. "Vendor Performance Report" Filed with Materiel Division.
3. Removing or suspending Contractor from State Bidders list.
4. Additional legal action as deemed appropriate by the State.

The following Nebraska State Statute addresses accurate invoicing by Contractors.

81-2405

Incorrect bill; notice to creditor; corrected bill; payment.

When a bill submitted to an agency is filled out incorrectly or when there is any defect or impropriety in a bill submitted, the agency will notify the creditor in writing prior to the date on which payment in full is due. The notice will contain a description of the defect or impropriety and any additional information necessary to enable the creditor to correct the bill. Upon receiving a properly corrected bill, the agency will make payment in full of the bill on or before the forty-fifth calendar day after the receipt of the corrected bill or, when the agency is making payment for goods or services provided by a third party, on or before the sixtieth calendar day after the receipt of the corrected bill.

Source:

Laws 1988, LB 1079, § 5.

The Contractor must provide a single point of contact for resolution of billing issues. An escalation procedure must also be provided for unresolved billing disputes.

On occasion the State should also have the capability of researching call detail prior to regular monthly billing. Explain your procedure for this.

H. ORDER PROCEDURES, ACCOUNT AUTHORIZATION

1. NEW SERVICE ORDERS

Lines in service with a Contractor at the end of this contract will either be transitioned to a new contract or continue on a month-to-month basis (not to exceed 90 days) under the same terms and agreements as this contract until they can be ported to another carrier.

2. PURCHASE AUTHORIZATION

All orders for new service, equipment upgrades and deactivation requests require an authorized purchase order from the Office of the CIO, Network Services and will be placed directly with the Contractor. No other purchase orders are authorized. All account information, equipment and delivery information will be contained in the purchase authorization. The purchase order number must appear on the purchase authorization for the equipment and service requested. The contractor may only take orders for equipment and/or services from OCIO staff. The only exception to this requirement would be during emergencies and authorization must be obtained from an OCIO staff member.

3. NEW ACTIVATIONS

Requests for new lines of service must be placed through a purchase authorization from the Office of the CIO, Network Services. All account information, equipment and delivery information will be contained in the purchase authorization. Contractors must provide the following in fulfilling each order: ESN or other identifying electronic serial number for the device, mobile number assigned, activation/completion date. Contractors must describe how they will provide the following: contact information for new service, time frame(s) for completion of order requests, delivery of active equipment to the end user, delivery of device information to the Office of the CIO, Network Services, and assigned mobile number(s). All requests for new activations must be fulfilled within 5 days.

4. EQUIPMENT UPGRADES

Requests for equipment upgrades must be placed through a purchase authorization from the Office of the CIO, Network Services. This involves purchase of new equipment, where the active mobile number will be retained and the old device taken out of service. Contractors must provide the following in fulfilling each order: ESN or other identifying electronic serial number for the new device, mobile number, activation/completion date. Contractors must describe how they will provide the following: contact information, time frame(s) for completion of order requests, delivery of active equipment to the end user, delivery of device information, and assigned mobile number(s).

5. DEACTIVATIONS

Routinely, requests are submitted to remove service from a device. Requests for equipment deactivations must be placed through a purchase authorization from the Office of the CIO, Network Services. All account and equipment information for a deactivation request will be contained in the purchase authorization. Usually a deactivation is requested when a device is no longer needed, is not repairable, or is planned for surplus. In many cases the State keeps a wireless device active for several years. Contractors must specify procedures to remove service from a device, time frame requirements to end service (i.e. end of billing cycle). In addition, provide detailed information regarding when all billing will cease upon deactivation.

6. SUSPENSIONS OF SERVICE

Suspension of a mobile number will be requested in the event a user reports a missing, lost, or stolen telecommunications device. A purchase authorization will NOT be required for suspension of service. If the equipment is found, a request will be placed to cancel the suspension. A purchase authorization will NOT be required to cancel the suspension of service. All Requests for service suspension must be processed immediately by the Contractor. In addition, describe how long a device may remain in

suspended status before other action must be taken (i.e. removed from service, service restored, or other specific action).

7. TRANSFER OF AUTHORIZATION

Any municipal, county, State, federal public entity or political subdivision operating within Nebraska may also purchase off of this State contract. In cases where Political Subdivisions have existing service with the Contractor, the Contractor will allow those agencies to move their service under the States contract when requested to do so. In all such transfers, the Office of the CIO, Network Services must provide authorization to the Contractor for transferring the mobile number and billing to the Office of the CIO, Network Services. Specify your procedures for transferring existing lines of service from an existing non-State account to a State account, and the procedures to transfer service from a State account back to a non-State account of a political subdivision. Political subdivisions include cities, counties, educational institutions, or other governmental entities.

I. SERVICE RATES, VOICE AND DATA

1. CONTRACT REVIEWS

The State and the Contractor will conduct periodic reviews of the contract at yearly intervals during the term of the contract to review service offerings and pricing. These reviews may result in expanding the services offered by the Contractor to include new pricing elements or pricing modifications associated with improved economies of scale and/or technological innovations. Changes in the industry related to regulation and/or pricing mechanisms may result in modification of rates identified in the services offered by the Contractor.

a. VOICE SERVICE RATES

Contractors must list each voice service plan available on the Contractor's network and roaming partner networks. Include in each detailed response the features and roaming provisions for each type of rate plan offered, such as service area(s), each calling feature, long distance rates (both intrastate and interstate), roaming rates, applicable peak and off-peak times and restrictions, and all other applicable features. Describe in detail the rate structures and discounts (both published and unpublished). List and detail in each rate plan the specific calling features, and functions. Detail rate plan information for all time periods as applicable. For each rate plan offering, detail access charges, other fixed recurring charges, air-time rates exceeding allotted minutes for each specific rate plan, and any one-time charges for equipment upgrades or rate changes. Describe in detail any fees associated with changing rate plans for active lines of service.

b. POOLED RATES

The State desires pooled rate plans. Specify your group or pooled rates and terms in detail. The Bidder should indicate whether pooling is available for each rate plan proposed in the "Cost Proposal" section of their response.

c. OTHER RATE OPTIONS

Specify other rate options not included in your above responses.

d. DATA SERVICE RATES

Bidders must list each data service plan available on the Bidder's network and roaming partner networks. For some Bidders, this may already be covered in your response for the voice service rates. However, this should be clearly identified. Bidders who offer specific data services and rates must provide a detailed response of the data provisions (i.e. service plan(s), monthly volume included, data speed(s), and roaming provisions) for each type of rate plan offered. Describe in detail the rate structures and discounts (both published and unpublished). List and detail in each rate plan the specific features, and functions. Detail rate plan information for all time periods as applicable. Provide complete cost information for how charges are assessed per volume of data transfer (i.e. per character, per packet, per message, or other method).

e. FEATURES AND FOR FEE SERVICES

Some features may already be included in certain rate plans, such as standard calling features. Specify each feature by name, its function and costs as related to the various rate plan offerings. Include in the response all optional features such as mobile-to-mobile, email, text messaging, numeric messaging, web access, voice mail, Caller ID, Caller ID block and all other features, including all calling features. Specify which features and capabilities will not work when off the home network. This includes identifying roaming networks and coverage areas where home network features will not be operational.

f. PLAN CHANGES, GRANDFATHERED PLANS

The State requires the ability to periodically change service plans for specific devices in order to adjust to user activity levels and increase cost efficiencies. Specify terms and conditions that will permit such rate changes (i.e. switching from a local to a national plan, or other rate change). Specify policy that permits grand fathering older rate plans. Include detailed cost impacts, if any, for routine rate plan changes. Also include detailed information regarding time frame(s) to complete rate plan change requests and how such service changes will be reflected in billing (i.e. prorated, or end of billing cycle, or other (specify)).

g. ACTIVATION FEES

The Bidder must state that it will not charge activation fees for new lines or service, equipment upgrades and mobile number retention, or for deactivations

h. EARLY TERMINATION

It is the State's practice to maintain service to a device for at least one year. However, the State may occasionally deactivate a device prior to being in service for a full year. The State requires the ability to deactivate devices without incurring cost penalties

i. LOCAL & LONG DISTANCE DEFINITIONS

Provide detailed explanation of how intrastate and interstate long distance calls are defined and rated.

j. WARRANTY

Contractor will warrant all equipment against defects in material and workmanship, including but not limited to, all mechanical and electrical defects. Contractor will be responsible for shipping and delivery costs. Contractor must describe in their bid response a proposed process to comply. Contractor must

provide for a three (3) business day turn around via express mail to replace any defective components. If circumstances to meet a three (3) business day turn around are outside the control of Contractor, Contractor must demonstrate the condition actually exists (e.g., provide a letter from the manufacturer indicating the lack of availability). If Contractor believes three (3) business day turn around is impractical, or will add significantly to overall cost, specify a time frame the contractor believes would be more advantageous to the State's overall best interest.

J. NETWORK SPECIFICATIONS

1. NETWORK SECURITY

a. THE STATE OF NEBRASKA WILL NOT BE LIABLE FOR FRAUD VIA A WIRELESS DEVICE.

Describe the network's security and its ability to prevent fraud. The Bidder must describe how fraudulent (i.e. cloning or other fraud) cellular, PCS or other technology will be addressed. Provide a separate response for each aspect of your network(s) technology as mentioned above. Describe the network capabilities to provide secure, encrypted data transfers.

2. WIRELESS VOICE NETWORK

Bidders should define and differentiate their voice network(s), technologies, service area(s), roaming network(s) and coverage area(s). Identify and differentiate your current digital and analog networks. Differentiate the digital technologies deployed in the network(s) (i.e. varieties of CDMA, TDMA, GSM, GPRS, etc., and frequency bands, such as 800 MHz, 1900 MHz, etc. that the network(s) use(s).

3. WIRELESS DATA NETWORK

Bidders should define their data network(s), technologies, service area(s), roaming network(s) and coverage area(s). Identify and differentiate your current voice and data network coverage. Differentiate the digital technologies deployed in the network(s) (i.e. varieties 1X, 3G, 4G, etc.), and frequency bands, (i.e. 800 MHz, 1900 MHz, etc.) that the data network(s) use(s). Describe the capabilities supported on your data network (i.e. data speed, 2.5G, 3G) technologies Describe software and applications, such as enterprise server hosting and application options.

4. ROAMING SERVICES

Bidders should state how roaming service is provided, both for outgoing and incoming calls. Describe how a user would activate roaming when outside the home coverage area(s) for both outgoing and incoming calls. Describe any roaming agreements you have with other wireless carrier's within Nebraska and outside the State. Bidders should describe how state how roaming charges are calculated for each rate plan on and off network. Identify any special arrangements for specific areas.

5. NETWORK CAPACITY

The Contractor should provide reports that measure blocked calls, dropped calls and blocked handoff calls and contention from all tower sites. The Contractor who is awarded a contract may be required to provide this information minimally on a semi-annual basis, according to the periodic review schedule, as detailed in Section 5a, throughout the term of the contract.

- 6. FUTURE NETWORK ENHANCEMENT, TECHNOLOGY DEVELOPMENT**
Provide coverage maps and timetables for voice and data networks showing expected system enhancements and expansions to the Nebraska coverage area. Maps and timetables may cover six-month increments at your discretion and anticipated system expansions. The Contractor will provide the State with a minimum of two (2) sessions per year to update the State on new and emerging products, services and technologies (this includes but is not limited to Global System for Mobile Communications (GSM), Personal Digital Assistant (mobile), wireless data technologies, E911 compliance (address Phase 1 and Phase II implementations), and number portability).
- 7. VOICE MAIL AND NOTIFICATION**
List standard and optional features (i.e. fax capability, calling features, etc.), message time allotted per message, message capacity per mailbox, options for additional mailbox time, and options for message recording. Describe whether voice mail messages can be retrieved when users are out of the home coverage area while roaming. Detail instances where voice mail cannot be retrieved while roaming outside the home coverage area. For example, when messages cannot be retrieved during off-network roaming, can messages be retrieved via a telephone other than via the wireless user device? Please describe in detail.
- 8. MESSAGING AND DATA PROTOCOLS**
What standard is used for alphanumeric messaging and or data transmission to the user device? Include technical specifications for web based messaging provided by the Contractor, email hosting and transport via the Contractor's hosted server(s), and numeric messaging functionality. Are any application development tools available for the wireless devices offered? If so, what types are available? Please provide technical specifications. Please provide explanation on capabilities and procedures. Specify data communications protocols supported on the network (i.e. IP, IPX). Describe connectivity options for the State to connect to the network for delivery of text messages and data transport. Describe the maximum message length or file transfer supported from the user device to the network and from the network to the user device. Specify what software platform(s) are supported and ability to interface with other software. List the specific software applications that will interface. Provide information concerning the type of interface required to connect a PC to the user device.
- 9. LOCAL NUMBERS/FULFILLMENT**
The State is concerned about toll charges associated with land line telephone calls to cellular prefixes. Provide a list of cellular NXXs assigned by the contractor, and the Nebraska cities and towns that can make local calls to each NXX. For example, for a cellular telephone number assigned in Peru, Nebraska, list all of the NXXs, both cellular and land line, that are able to call the cellular number without incurring toll charges. Also describe instances where extended calling areas may apply.
- 10. POOR COVERAGE AREAS (STATE OCCUPIED BUILDINGS)**
On occasion the State may experience poor signal quality in various buildings. When this occurs the Contractor should be willing to install repeaters or additional equipment in order to boost signal to acceptable levels. Such installations should be completed at no cost to the State.

11. POOR COVERAGE AREAS (GEOGRAPHIC AREAS)

The Bidder should describe their policy on addition of additional towers or equipment when the State experiences weak signals in geographic locations that are within the Bidders advertised coverage area.

12. NUMBER PORTABILITY

Describe your capability to provide number portability, the extent of implementation within your company, and timelines for porting numbers. Detail your company's level of compliance related to FCC regulatory guidelines. The Contractor must agree to port numbers at the State's request without charge.

K. WIRELESS EQUIPMENT AND ACCESSORIES

1. WIRELESS COMMUNICATIONS EQUIPMENT INFORMATION

The Bidder must provide a current list of available equipment and costs. Bidders must provide information detailing each wireless communication device it offers. Include additional related equipment, such as batteries, antennas, chargers, cases, power adapters, connector cables, etc. For each wireless device proposed, provide the following information:

- a. Manufacturer and model number
- b. Warranty period and terms
- c. Size and weight
- d. Battery life (including standby and talk time)
- e. Accessories: Provide descriptions of the all accessories, headsets and other hands-free devices, batteries, 12V vehicle adapters, etc.
- f. Additional features

All information provided by the Contractor should be delivered in hard copy and soft copy suitable for publishing on the CIO website. Bi-annual updates of this information must also be provided.

2. CONTRACTOR OWNED/SUPPLIED EQUIPMENT

If the Contractor elects to provide and own the wireless equipment, detail all terms and conditions related to equipment life cycle, upgrade intervals for equipment replacement, accessories included and optional accessory purchases, and maintenance provisions.

3. EQUIPMENT FOR USE BY DISABLED PERSONS

Listed below are features identified by the State for functions or features that are typically difficult for impaired persons to utilize on most wireless handsets. Contractors should list all telephone handsets provided where any or all of the listed features have been designed specifically for use by impaired individuals. Contractors should detail how recommended handsets accommodate impaired individuals when utilizing each feature.

- a. Keys that are easily identifiable by touch
- b. Voice output
- c. Accessible documentation
- d. Battery-level indicator
- e. Roaming indicator
- f. Message indicator

- g.** Phone book
- h.** Phone lock mode
- i.** Keypad lock mode
- j.** Power indicator
- k.** Ringing or vibrating mode indicator
- l.** GPS features
- m.** Signal strength indicator
- n.** Ringer volume control
- o.** Caller identification
- p.** Speed dialing

Although not widely used, select manufacturers have developed wireless handsets specifically for use by visually impaired individuals. Contractors should be willing to evaluate these wireless handsets for use on their network.

L. SERVICE OUTAGE NOTIFICATION AND ESCALATION

Bidders should describe their notification procedures for service outages and occurrences of service problems. Describe your escalation procedures for resolving service problems and outages. It is expected that the Contractor will follow these notification procedures, which are to include details concerning restoration procedures and goals, and escalation procedures. Contractors should respond to trouble reports within two (2) hours of notification by email or telephone. For purposes of definition, a “response” is considered to be the actual physical process of resolving the problem and not merely the process of notating the report for later action. A verbal report or email response of trouble clearance should be provided to the Office of the CIO, Network Services within one (1) hour of the trouble clearance. The Contractor must provide an organizational chart showing escalation procedures and contacts.

M. IMPLEMENTATION PLAN

As a result of any contract awards, some State users may be required to migrate to another service provider’s network. The Contractor is expected to facilitate any necessary user migrations by providing all necessary equipment programming, configurations, and delivery of equipment to users. Specific arrangements related to equipment and deliveries will be coordinated between the Contractor and the Office of the CIO, Network Services. Your proposal should include an implementation plan for the deployment of the services, along with locations where equipment and delivery support will be coordinated. The Office of the CIO, Network Services will coordinate with user agencies for collection of old equipment, delivery of new equipment and facilitation of all communications between the Contractor, State agencies and political subdivision participants.

The Contractor will adhere to the implementation plan submitted as a requirement of this RFP for deployment of services. All services requiring transfer should be in service no later than four (4) months from the date of contract award. The Office of the CIO, Network Services will coordinate with the Contractor in developing the implementation schedule based on numbers of users requiring migration. Billing will commence upon activation of the first device. The Office of the CIO, Network Services will coordinate with the contractor regarding expediting planned user migration to the service as agreed to by the State and Contractor, within a defined timeframe.

N. DEPLOYMENT STATUS REPORTS

The Bidder’s designated project manager will provide weekly reports on the status of any migration schedule to the Office of the CIO, Network Services. Status reports will provide weekly information related to the adherence to the deployment schedule determined by the

Contractor and the Office of the CIO, Network Services, identification of issues affecting the deployment schedule, and recommended resolution(s) to any identified barriers to deployment. Detail in this response any one-time installation costs, itemized according to service, quantities and specific purpose (i.e. activation, transfer, etc.).

O. SERVICE ASSURANCE PRIORITY

The Bidder should describe the priority placed on the State for restoration and/or service turn-up under both normal circumstances and emergency situations.

P. SUPPORT IN TIMES OF EMERGENCY

Because of the nature of State Government business, and its requirement to support Law Enforcement, NEMA, FEMA, Military Dept. and various other agencies charged with the protection of life and property, the Contractor must agree to do everything in its power to support the State's telecommunication needs in times of emergency. This support includes, but is not limited to making equipment and services available immediately upon request, when feasible installing additional Contractor owned network equipment to support State initiatives, deploying portable towers or Central Offices, and/or adjusting existing Contractor network equipment in order to provide expanded coverage.

The Contractor must provide a list of contacts and telephone numbers for personnel who can be called upon during emergencies. These contacts should be located in Nebraska and should have the authority to expedite the installation and/or restoration of State service, and be willing to work directly with Office of the CIO personnel 24 hours a day, 365 days a year. These Contractor personnel may be contacted periodically and their contact numbers verified as the Office of the CIO, Network Services conducts preparedness exercises.

The Contractor should include in their proposal a copy of their network disaster recovery plan or similar document that outlines plans and procedures for the restoral of Central Offices, network components, and network circuits in events where such resources are damaged, destroyed, or rendered out of service for any reason.

The Contractor should detail in their proposal any plans in place to meet the State's needs in times of emergency. These plans should include availability of portable Central Office equipment, availability of portable tower equipment, availability of additional handheld wireless devices, and any other contingency plans that would be available to meet the State's needs in moments of crisis.

V. PROPOSAL INSTRUCTIONS

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

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

A. TECHNICAL PROPOSAL

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

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

1. REQUEST FOR PROPOSAL FORM

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

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

2. EXECUTIVE SUMMARY

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

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

3. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

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

b. FINANCIAL STATEMENTS

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

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

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

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

The bidder shall describe any dealings with the State over the previous 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 twenty-four (24) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

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

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past four (4) 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 four (4) 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 four (4) years, so declare.

If at any time during the past four (4) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder must address the following:

- i.** Bidder must provide narrative descriptions to highlight the similarities between their experience and this Request for Proposal. These descriptions must include:
 - a)** the time period of the project;
 - b)** the scheduled and actual completion dates;
 - c)** the contractor's responsibilities;
 - d)** for reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number and e-mail address); and
 - e)** each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

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

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

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

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

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

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

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

j. SUBCONTRACTORS

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

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

4. TECHNICAL APPROACH

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

- 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.

C. PAYMENT SCHEDULE

The payment schedule for the project is tied to specific dates and deliverables. Invoices may be submitted by the contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved.

Form A

Bidder Contact Sheet

Request for Proposal Number 4013Z1

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

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

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

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

Form B

Notification of Intent to Bid

Request for Proposal Number 4013Z1

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

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