

July 12, 2018

Nancy Storant / Dianna Gilliland
State Purchasing Bureau
State of Nebraska
1526 K Street, Suite 130
Lincoln, NE 68508

RE: RFP 5878 Z1 Digital Signage Solution for Schramm State Recreation Area (SRA)

Dear Nancy and Dianna,

Toshiba America Business Solutions, Inc. (Toshiba) is pleased to respond to the above referenced Digital Signage RFP. We are a leading partner in digital signage solutions and our proposal includes a complete digital signage package that will enable you reach new audiences and meet the needs of the next generation of park visitors.

Our digital signage content management system will deliver an end-to-end turnkey solution for the Schramm State Recreation Area content management system. Our offer contains product, software and an engaging way to reach your visitors of all ages through innovative, interactive media.

We thank you for the opportunity to work with the State on this project, and we look forward to hearing from you regarding any next steps in the process.

Sincerely,



Walter Holloman
Vice President, Enterprise Administration
Toshiba America Business Solutions, Inc

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Executive Summary

Toshiba is proud to present a digital signage solution for the State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB) for Schramm State Recreation Area (SRA) that will allow you to achieve your objectives, enhance your electronic presence within each location and engage new visitors to SRA. Toshiba's Ellumina Digital Signage Services is a fully managed content and communication solution that delivers your message to a targeted audience at the right place, the right time, for a competitive price.



Our solution comprises of the hardware, software, content development and content management to address all of the requirements for Schramm State Recreation Area.

We will work closely with the Nebraska Game Parks Commission, and any State, DAS, SPB and SRA team members as needed to understand your key components and assess your current environment. Then, we would finalize the mutually agreeable statement of work that would identify the digital signage needs for each of your locations, including set up, installation and implementation of the hardware components. We would also finalize any customized content management solutions, and help your team by either training your internal key administrators or leveraging our experience in content management creation and ongoing support.

Toshiba – Your Experienced Digital Signage Partner

The benefit of selecting Toshiba as your digital signage partner is we bring technology innovation, project management and managed services designed specifically to meet our clients' diverse business needs.

We have a tremendous track record of providing all types of indoor and outdoor LED products and displays for every type of industry and facility. Being one of the world's largest integrated manufacturers of electronic product, with approximately 210,000 employees worldwide and consolidated annual sales of over U.S. \$62 billion, we are positioned to provide clients with the highest quality products and systems as well as long-term service and support for projects of any size. In our endeavor to provide the industry's most technically advanced products and systems, we have assembled a group of individuals that have some of the most extensive experience in the video display technology industry. At Toshiba, we leverage our extensive experience in configuring, installing and integrating highly complex systems.

Vendor Agnostic – Single Point of Contact Project Management

Today's digital signage solutions encompass more than just equipment. Typically, there are main components of a digital signage solution that need to be integrated, overseen and managed to ensure an optimal solution that meets our client's stringent requirements and these are often performed by separate companies. We can offer a single solution for all of your digital signage needs. By selecting Toshiba, NGPC will have one point-of-accountability to manage all aspects of your engagement.

TOSHIBA

Leading Innovation >>>

As your single point of content project management partner, **Toshiba** will oversee all aspects of your digital signage solution and ensure that NGPC's unique business challenges and strategic objectives are met from the development of a comprehensive statement of work, through implementation and then ongoing program management. Key to our approach is our vendor agnostic model, which allows us to partner with the experts in their field to deliver the highest quality solution at competitive pricing. For this effort, Toshiba has chosen to partner with **MVP** and **SkinnyIT** to deliver our digital signage solution to each of your branch locations.

Toshiba's longevity and its focus on innovation as one of the world's largest technology companies enable the company to bring these digital signage solutions and services to you.

In Closing

In summary, Toshiba is the right choice for Nebraska Game Parks Commission, the State, DAS, SPB and SRA team because we provide a comprehensive program which is designed to exceed your expectations. We can provide you with an exciting, improved program and processes which will ensure your satisfaction for the long term. Toshiba is a great partner and a great choice and we look forward to assisting you in achieving your digital signage implementation objectives.

Form A, Bidder Contact Sheet

Request for Proposal Number 5878 Z1

Form A should be completed and submitted with each response to this RFP. 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:	Toshiba America Business Solutions, Inc.
Bidder Address:	25530 Commercentre Drive Lake Forest, CA 92630
Contact Person & Title:	Brigitte Holmdahl, Proposal Manager
E-mail Address:	Brigitte.holmdahl@tabs.toshiba.com
Telephone Number (Office):	949-462-6322
Telephone Number (Cellular):	714-395-9249
Fax Number:	N/A

Each bidder should 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:	Toshiba America Business Solutions, Inc.
Bidder Address:	25530 Commercentre Drive Lake Forest, CA 92630
Contact Person & Title:	Primary: Michael Sullivan, Director, Digital Signage Alternate: Gabriel Ein, Enterprise Solutions Cons, Professional Services
E-mail Address:	Michael.Sullivan@tabs.toshiba.com Gabriel.ein@tabs.toshiba.com
Telephone Number (Office):	Mike: 949-462-6097 Gabe: 312-286-1815
Telephone Number (Cellular):	Mike: 714-310-4716 Gabe: 312-286-1815
Fax Number:	N/A

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

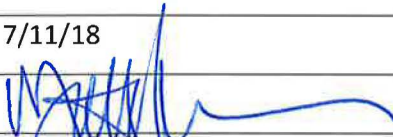
Per Nebraska’s Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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

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

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	Toshiba America Business Solutions, Inc.
COMPLETE ADDRESS:	25530 Commercentre Drive Lake Forest, CA 92630
TELEPHONE NUMBER:	800-866-4361
FAX NUMBER:	800-999-0057
DATE:	7/11/18
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Walter Hoffoman Vice President, Enterprise Administration

Corporate Overview

Bidder Identification and Information

Corporate Name and Address

Toshiba America Business Solutions Inc. (TABS)
25530 Commercentre Drive
Lake Forest, CA 92630

Ownership

TABS is a privately-held company of Toshiba TEC Corporation and Toshiba America Inc, under the Toshiba Corporation umbrella.

Organization

Tabs is incorporated in California since 1999

Financial Statements

Annual Report

As stated previously, TABS is a subsidiary of Toshiba America, Inc. and Toshiba TEC Corporation under the Toshiba Corporation umbrella. Toshiba Corporation is ranked ninth on Interbrand's list of Japan's Best Global Brands and 145 on Fortune Magazine's prestigious Global 500 in 2014.

TTEC's 2017 annual report is available via the following link:

<https://www.toshibatec.com/file/ar2017.pdf>

Litigation Statement

Nothing to report.

Change of Ownership

Toshiba is not anticipating any change of ownership during the twelve (12) months following the proposal due date.

Office Location

Toshiba America Business Solutions Inc. (TABS)
25530 Commercentre Drive
Lake Forest, CA 92630

Relationships with the State

No such contracts exist.

Bidder's Employee Relations to the State

No such relationships exist.

Contract Performance

Through the competitive bidding process, a client's strategic direction change, economic factors causing business disruption or insolvency of our clients, and many other variables, few clients have discontinued doing business with us. We have not had a contract terminated for non- or poor performance.

Summary of Bidder's Corporate Experience, including Attachment B

Toshiba can provide a number of separate or connected solutions, including Digital Media (wayfinding, signage), Digital Signage Services, LED and Content Management, and has been leading innovation in the digital signage industry and related core services for over 20 years. Toshiba has developed interactive wayfinding solutions for museums, universities, stadiums, hospitals, casinos, and other public spaces. Each solution is tailored to the clients' needs. Features often include custom map design, categorized points of interests, popup information, dynamic data, walking or driving directions, links to external websites, and more. Whether your goal is to build your brand, influence consumer behavior or disseminate information, Toshiba's Digital Signage Services will deliver your message to a targeted clientele at the right place, the right time, for a competitive price.

Toshiba has a tremendous track record of providing all types of indoor and outdoor digital signage products and displays for every type of industry and facility. Being one of the world's largest integrated manufacturers of electronic product, with approximately 200,000 employees worldwide and consolidated annual sales of over U.S. \$64 billion, we are positioned to provide clients with the highest quality products and systems as well as long-term service and support for projects of any size.

We have included our references in **Attachment B**, following this section.

Attachment B

ATTACHMENT B
RFP #5878 Z1
Corporate Requirements Matrix

Bidders shall complete a Corporate Requirements Matrix to provide Corporate Support for Digital Signage for Nebraska Game and Parks Commission. Bidders are required to describe in detail how their proposal meets the specifications outlined within each Corporate Requirement.

The Traceability Matrix is used to document and track the project requirements from the proposal through testing to verify that the requirement has been completely fulfilled. The contractor will be responsible for maintaining the contract set of Baseline Requirements. The Technical Matrix will form one of the key artifacts required for testing and validation that each requirement has been complied with (i.e., 100% fulfilled).

The Technical Requirements Matrix must indicate how the bidder intends to comply with the requirement. It is not sufficient for the bidder to simply state that it intends to meet the requirements of the RFP. The State will consider any such response to the requirements in this RFP to be non-responsive. The narrative should provide the State with sufficient information to differentiate the bidder's technical solution from other bidders' solutions.

The bidder must ensure that the original requirement identifier and requirement description are maintained in the Traceability Matrix as provided by the State

How to complete the traceability matrix:

Column Description	Bidder Responsibility
Req #	The unique identifier for the requirement as assigned by the State, followed by the specific requirement number. This column is dictated by this RFP and must not be modified by the bidder.
Requirement	The statement of the requirement to which the bidder must respond. This column is dictated by the RFP and must not be modified by the bidder.

Bidders should provide a response to each of the following requirement in the space provided below.

Req #	
CRM-1	Below, please provide three examples of large-scale interactive digital signage deployments that your company has completed in the past 3 years.

Bidder Response:

**Tommy Hilfiger – City of Commerce – CA
Prime Contractor
November 2017**

Tommy Hilfiger partnered with Toshiba to deliver a unique shopping experience at its new flagship location at the Citadel Outlets near Los Angeles California. Toshiba handled project management, hardware procurement, installation, touch screen and interactive content development, and ongoing support. Elements for this project include the following:

- (3) 3x4 video walls featuring larger than life lifestyle video content
- (2) 3x1 video walls featuring denim related content and live music visualization
- (2) Interactive kiosks featuring lookbook photo galleries, video collections, and social media integration
- (13) Cash Wrap monitors that inform customers of important return and exchange information
- (3) Ceiling mounted projectors that show video content and interactive that are projected on the floor
- (1) Line Queue system that is integrated with the point of sale machine that informs customers which line is open



**Crazy Horse Memorial – South Dakota
May 2015
Prime Contractor**

The Crazy Horse Monument is the world's largest stone carving and is being built in honor of all Native Americans. Toshiba worked with the museum to create five custom interactive experiences for different areas of the museum. The hardware for these experiences was similar, but each experience was a unique project. Toshiba handled all creative development. Elements of each are listed below:

- Welcome Center: Interactive Map, Dynamic Calendar of Events, The Mission, Tour Information, FAQ
- Museum: Crazy Horse trivia, Restoration Video Collection, Exploring Native American

Regions

- Family Porch: Interactive Timeline, Works of the Artist, Family Photo Gallery, Video Quotes, In Memoriam
- Mountain Carving Room: Size comparison to famous world landmarks, blast countdown experience, Tools of the Mountain, before and after comparison
- Culture Center: Flag Collection, Matching Game, Puzzle, Area Landmarks
- All: Experience Survey, Newsletter sign up



Staples Center - LA Interactive November 2014 Prime Contractor

An interactive fan engagement area in the Staples Center in Los Angeles. Toshiba managed all creative development, project management, installation and ongoing content management. Elements for this project include:

- (2) Interactive Kiosks featuring wayfinding, LA Kings content with dynamic league stats, LA Clipper Content with Stats, Air Hockey, and more
- The augmented reality MoFoto kiosk which allows you to take a photo with your favorite player
- Large LED screen scheduled to play branded content and live games
- 2x2 Video Wall – Branded content and promotional information



CRM-2

Provide three references to other state agencies or non-profit organizations who have utilized your services in the past 3 years.

Bidder Response:

Crazy Horse Memorial

Laurie Becvar

12151 Avenue of the Chiefs
Crazy Horse, SD 57730-8900
(605) 673-4681
Email: laurie.becvar@crazyhorse.org

Union Station Kansas City

Nale Uhl
30 West Pershing Road, Suite 400
Kansas City, MO 64108
816-460-2005
Email: nuhl@unionstation.org

Pepperdine University

Matthew Midura
24255 Pacific Coast Hwy
Malibu, CA 90263
(310) 506-4000
Email: matthew.midura@pepperdine.edu

CRM-3

Please describe the bidder's ability to complete this project in the allocated timeline (final installation completed by December 15, 2018). Please include what staff will be involved in this project and their accessibility to complete this project, the bidder's ability to meet deadlines and your project management practices.

Bidder Response:

Toshiba is confident that the project, as defined in the RFP document, can be completed by the target date. If the scope of the project changes during the contract evaluation period, then the timeline will be reexamined and redefined in a cooperative manner. Content development requirements and hardware customization requests (custom fabrication) are examples of items that may impact the project timeline.

The project will be managed according to PMI best practices. Upon project kickoff, a timeline with development milestones will be established, roles and responsibilities assigned, and a weekly communication plan will commence.

Dedicated to this project will be the following resources:

Gabriel Ein – Lead Solution Consultant
Michael Sullivan – Director of Digital Signage
Dana Baca – Creative Lead
Daniel Ballesteros – Graphic Design
McKenna Booth – Project Coordinator
Alex Lissin – Technical Solution Architect
Ryan Battaglia – Front End Development
Gabriel Ein – Front End Development
Vuong Ha – Quality Assurance
Ken Muckey – Project Manager
Max Perez – Implementation and Service Manager

Summary of Bidder's Proposed Personnel/Management Approach

Toshiba is confident that the project, as defined in the RFP document, can be completed by the target date. If the scope of the project changes during the contract evaluation period, then the timeline will be reexamined and redefined in a cooperative manner. Content development requirements and hardware customization requests (custom fabrication) are examples of items that may impact the project timeline.

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- Michael Sullivan – Director of Digital Signage
- Dana Baca – Creative Lead
- Daniel Ballesteros – Graphic Design
- McKenna Booth – Project Coordinator
- Alex Lissin – Technical Solution Architect
- Ryan Battaglia – Front End Development
- Gabriel Ein – Front End Development
- Vuong Ha – Quality Assurance
- Rick Jackson – Contract Manager

Subcontractors

Toshiba will partner with MVP and Skinny IT on this endeavor. All performance will be handled by and managed by Toshiba, and the State will experience a seamless transition of services under our Managed Solution.

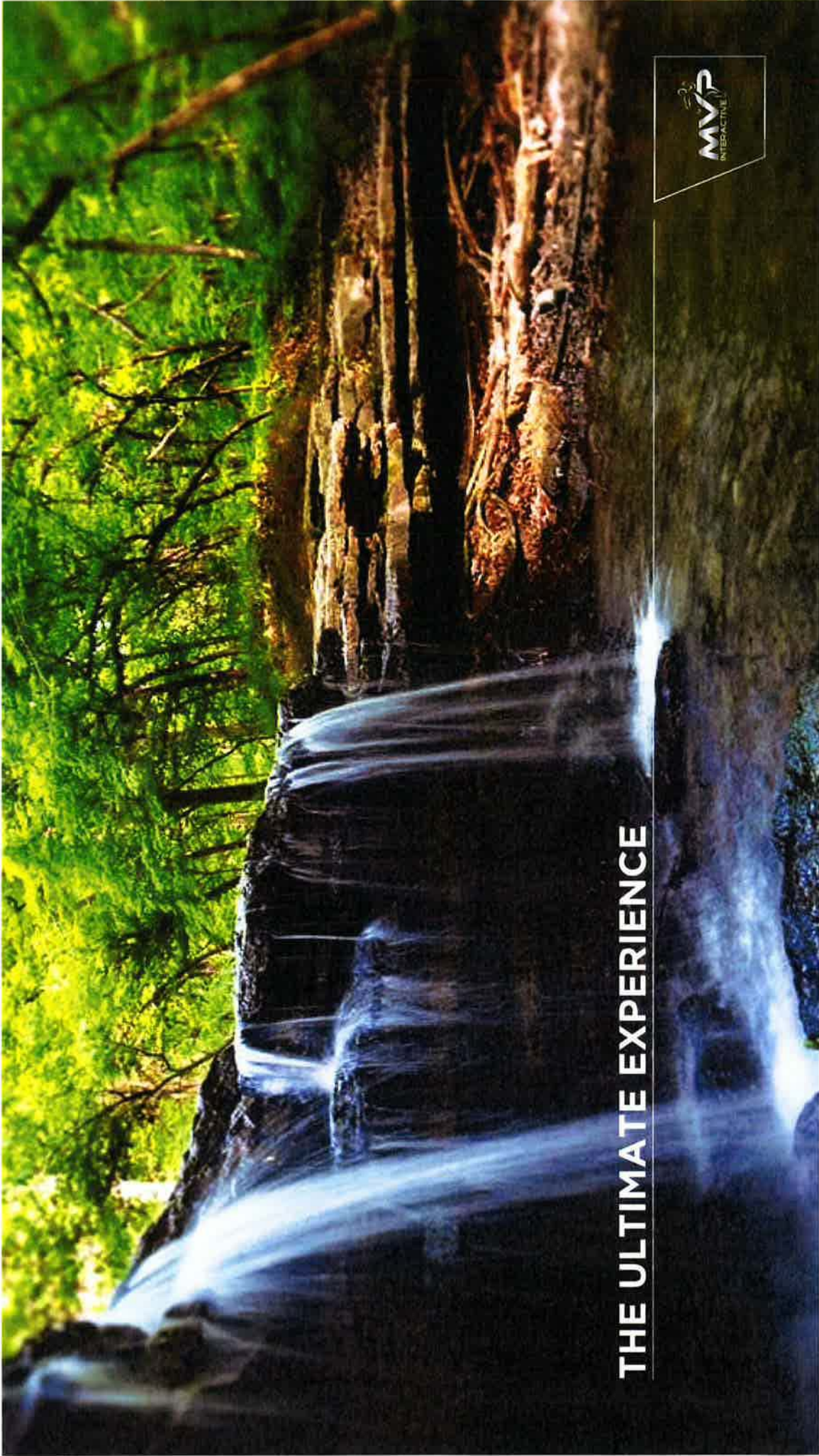
MVP Interactive is a consumer engagement technology company that enhances brand experiences through custom software, product design, and social media. We connect brands to their consumers through custom built experiential technology such as virtual reality, augmented reality, gesture, facial recognition and mobile applications. MVP will support the Area 3: Interactive Mountain Biking Experience.

We have included MVP's background information following this section.

Skinny IT will provide hardware installation that covers day-to-day activities associated with the scheduling and installation of hardware and software, changes to configuration, and de-installation and relocation of equipment, including connectivity testing, data transfer and user orientation.



MVP Background Information



THE ULTIMATE EXPERIENCE



WHO WE ARE



**we are a consumer engagement technology company
that enhances brand experiences through custom
software, product design and social media**



211 N 13th St Ste 702 Philadelphia PA 19107



745 5th Ave Flr 33 New York NY 10151



555 W 5th St Flr 35 Los Angeles CA 90013

mvpi case study 1

Contractor/Vendor: **MVP INTERACTIVE: Gesture Based Basketball Game: Client - JBL**

Video link: <https://vimeo.com/258983240>

Description: **Using the latest in gesture recognition technology, MVPI fabricated a 10' JBL Pulse 3 speaker that housed a multi-touch screen, 3D camera, and interactive lighting. The game also tracked top scores to which users were given free tickets to festivities if they had the high score of the day.**

- a) The time period of the project: 6 weeks
- b) The scheduled and actual completion dates: **Scheduled Date: January 3, 2018. Completion Date: February 14, 2018 - NBA All Star Weekend**
- c) The Contractor's responsibilities: **Project concept, UI/UX Design, Software development of custom game. Fabrication, installation of all hardware, cameras, computers and programed lighting.**
- 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):

CHRIS EPPLE
Vice President, Lifestyle Consumer Marketing - Americas
HARMAN INTERNATIONAL CORP
400 Atlantic Street
Stamford, CT 06901
Phone: +1 203-328-3967
Email: chris.epple@harman.com
Web: www.harman.com

- e) MVPI subcontracted, Creatacor Inc. to assist in fabrication of replica speaker;

Courtney Spiak
Senior Account Manager
cspiak@creatacor.com
518.664.8750 Ext. 285
<http://www.creatacor.com>

mvpi case study 2

Contractor/Vendor: **MVP INTERACTIVE: Gesture Based Football Game: Client Washington Redskins - Anheuser Busch**

Video link: <https://vimeo.com/145161139>

Description: **MVP Interactive was hired to build and expand the Bud Light Social Lounge at FedEx Field in 2014 and has continued to implement new technology for the past 4 seasons. In 2015, the lounge expanded to include a number of new interactive gaming options for fans, including an Oculus Rift virtual reality experience. Gesture based games include a virtual field goal kick and touchdown experience. Fans are challenged to kick a field goal or catch a pass to showcase their best dance on the interactive gaming wall. There are no remote controls as each user's movement are tracked to play the games.**

a) The time period of the project: **7 weeks**

b) The scheduled and actual completion dates: **Scheduled Date: July 17, 2015. Completion Date: September 11, 2015**

c) The Contractor's responsibilities: **Project concept, UI/UX Design, Software development of custom game. Fabrication of 9 screen video wall in a custom kiosk, installation of all hardware, cameras, computers and filming of virtual reality experience.**

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):

**Jennifer Hinkle
Vice President, Digital Marketing
The Washington Redskins
E: hinklej@redskins.com
P: 703.726.7496**

e) MVPI subcontracted, Peerless AV to fabricate the GamingWall Kiosk:

**Jeff Blankensop
Director, National Accounts
800.865.2112 ext 425
JBlankensop@peerless-av.com**

mvpi case study 3

Contractor/Vendor: **MVP INTERACTIVE: Gesture Based Soccer Game: Client - The Houston Dynamo and BBVA Compass Bank**

Video link: <https://vimeo.com/102365891>

Description: **Teaming up with the Houston Dynamo and BBVA Compass Bank, we deployed our GamingWall™ that gives fans a chance to take real-world penalty kicks against a virtual version of Tally Hall. To start the action, fans touched the screen to activate it, and then receive two practice kicks and five chances to beat the virtual goalie in under a minute. The embedded cameras captured the speed of each kick and points were awarded based on the speed and success of each attempt. After five shots or 60 seconds, the wall displayed a players leaderboard . After their turn, the player input their email address on a nearby tablet to receive an email with images of their shot attempts.**

a) The time period of the project: **12 weeks**

b) The scheduled and actual completion dates: Scheduled Date: **April 01, 2015. Completion Date: July 1, 2015**

c) The Contractor's responsibilities: **Project concept, UI/UX Design, Software development of custom game. Fabrication of 9 screen video wall in a custom kiosk, installation of all hardware, cameras, computers and filming of virtual reality experience.**

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);

Rishi Naran
BBVA Compass Bank
Marketing - AVP, Strategic Partnerships and Branded Content
Tel. 713-831-5501
rishir.naran@bbva.com

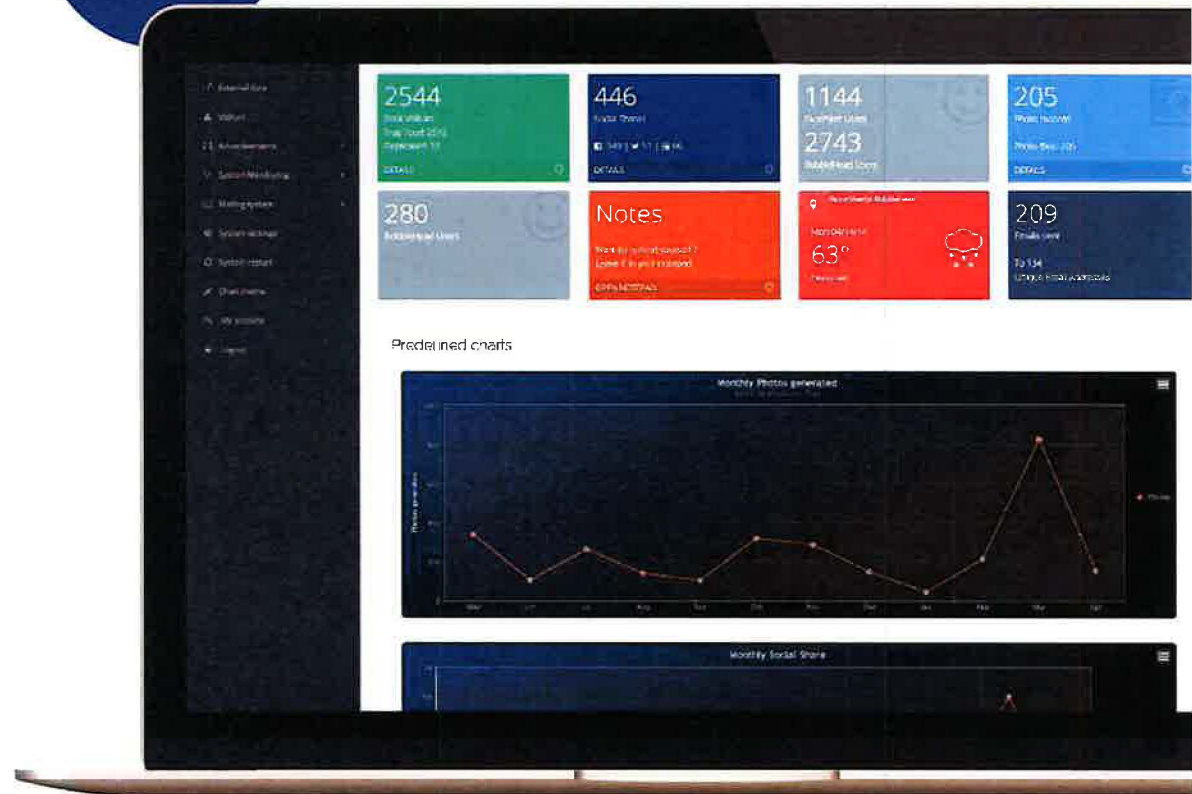
e) MVPI subcontracted, Peerless AV to fabricate the GamingWall Kiosk;

Jeff Blankensop
Director, National Accounts
800.865.2112 ext 425
JBlankensop@peerless-av.com

data & audience measurement

DART is our client dashboard that hosts, manages and analyzes key metrics at the launch of each campaign. Data includes audience measurement metrics, user's personal information such as name, email, zip code, user generated content such as photos and gifs, social tracking, as well as any other unique data collected through the user experience.

metrics



EVERYTHING IS TRACKABLE

COX
Cox
Communications

case study

 **88**
hours average active
minutes per month



212,251

impressions



58%
female
gender



42%
male
gender



3%
child
age



45%
youth
age



5.0

5.0 average
affordability score



12.0

12.0 average
customer
lifetime



0%
unknown
gender



8%
unknown
age



43%
adult
age



1%
senior
age

EVERYTHING IS TRACKABLE



561,353

total sessions started

CHRISTIE

Christie Digital Cinema Network



122,095

total sessions completed



154,628

links clicked



719

"contact us" clicked



4,418

facebook shares



277

twitter shares



22.9

seconds average time to complete



1,124

instagram shares



4,322

email shares

case study

Thank you!

WILLIAM BELLATTY
VP - NATIONAL SALES

555 W 5th St, 35th Floor, Los Angeles, CA 90013
william@mvp-interactive.com
m. 323-217-4410

Technical Approach

Understanding of the project requirements; Proposed development approach; and Technical considerations;

Toshiba has provided our approach and understanding of the project requirements and technical considerations in Attachment A.

Attachment A

ATTACHMENT A
RFP #5878 Z1
Technical Requirements Matrix

Bidders shall complete a Technical Requirements Matrix to provide Technical Support for Digital Signage for Nebraska Game and Parks Commission. Bidders are required to describe in detail how their proposed solution meets the specifications outlined within each Technical Requirement.

The Traceability Matrix is used to document and track the project requirements from the proposal through testing to verify that the requirement has been completely fulfilled. The contractor will be responsible for maintaining the contract set of Baseline Requirements. The Technical Matrix will form one of the key artifacts required for testing and validation that each requirement has been complied with (i.e., 100% fulfilled).

The Technical Requirements Matrix must indicate how the bidder intends to comply with the requirement. It is not sufficient for the bidder to simply state that it intends to meet the requirements of the RFP. The State will consider any such response to the requirements in this RFP to be non-responsive. The narrative should provide the State with sufficient information to differentiate the bidder's technical solution from other bidders' solutions.

The bidder must ensure that the original requirement identifier and requirement description are maintained in the Traceability Matrix as provided by the State

How to complete the traceability matrix:

Column Description	Bidder Responsibility
Req #	The unique identifier for the requirement as assigned by the State, followed by the specific requirement number. This column is dictated by this RFP and must not be modified by the bidder.
Requirement	The statement of the requirement to which the bidder must respond. This column is dictated by the RFP and must not be modified by the bidder.

**ATTACHMENT A
RFP #5878 Z1
Technical Requirements Matrix**

Bidders should provide a response to each of the following requirement in the space provided below.

TRM-1	<p>Describe the software, hardware and mechanisms the bidder will use to create the Floating Images Screen Tiles (Area 1).</p> <ol style="list-style-type: none"> 1. Describe what the user experience will be for this feature, and 2. Provide images of similar installations.
-------	--

Bidder Response:

1. The three-screen solution will consist of three 55" Elo Touch Screens, three windows based Actineon Media Players running the Toshiba Virtuoso platform.
2. Before commencing with development, the experience will be discussed with the NGPC in greater detail. The process will include concept development, mockups, creative review and sign off, development, and testing. There are many options for developing such an experience. Below is one example of how the three-screen experience could work.

In this scenario, we've dedicated each screen to show case animals in different biomes – water, land, and air. There are two active carousels on each screen that allow for a dedicated space for two visitors to use. Users can explore the gallery of animals at their own pace, and upon tapping an animal, a popup window with additional information is displayed.



Close Up is offered below:

**ATTACHMENT A
RFP #5878 Z1
Technical Requirements Matrix**

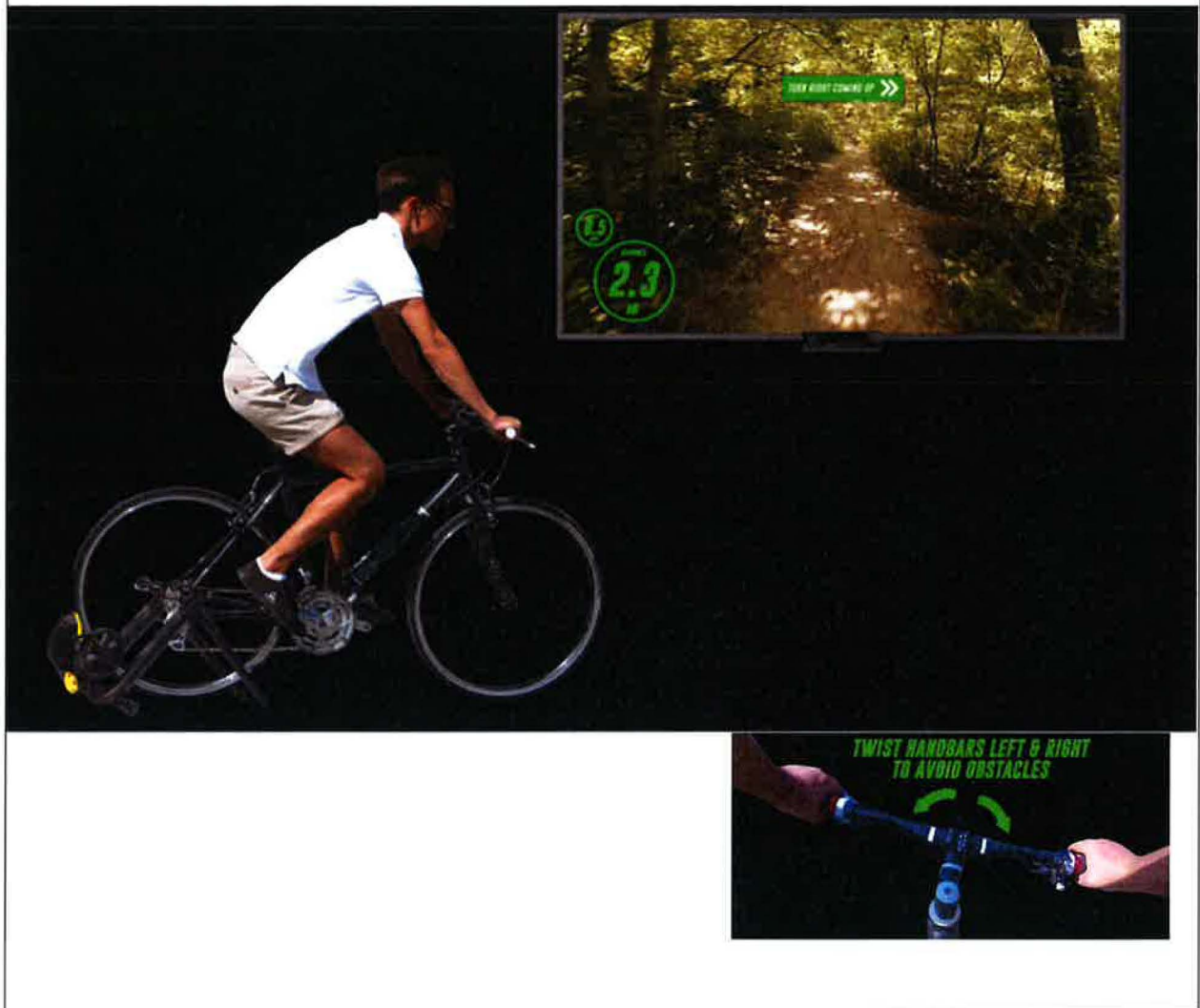


TRM-2	Describe the bidder's work in developing interactive wayfinding kiosks. (Area 2)
<p>Bidder Response:</p> <p>Toshiba has developed interactive wayfinding solutions for museums, universities, stadiums, hospitals, casinos, and other public spaces. Each solution is tailored to the customer's needs. Features often include custom map design, categorized points of interests, popup information, dynamic data, walking or driving directions, links to external websites, and more.</p>	
TRM-3	Describe the software, hardware and mechanisms you will use to create the Interactive Wayfinding Kiosks.
<p>Bidder Response:</p> <p>The wayfinding kiosk will be composed of a Peerless ADA compliant stand, Elo multi-point interactive touch screen, and windows based Actineon media player running the Toshiba Virtuoso platform. If requirements dictate, Toshiba will incorporate the customer's GIS data via the API.</p>	


**ATTACHMENT A
RFP #5878 Z1
Technical Requirements Matrix**

TRM-4	Provide examples of what the public interface of the interactive kiosk would look like. (Area 2)
Bidder Response:	
<p>1. Before commencing with development, the experience will be discussed with the NGPC in greater detail. The process will include concept development, mockups, creative review and sign off, development, and testing. There are many options for developing such an experience. Below is one example of how wayfinding experience could work.</p>	
TRM-5	Provide examples of what amenities the kiosk would be able to detail for the end user (Area 2)
Bidder Response:	
<p>The level of detail for displayed for various amenities is customizable and depends on what information NGPC feels is necessary for its visitors. We can tailor the solution to include additional or less detail, based on the needs of NGPC. If this information is also available online, Toshiba can incorporate QR codes or SMS text messages that will link customer back to a specific URL.</p>	
TRM-6	Describe the software, hardware and mechanisms the bidder will use to create the interactive mountain biking experience (Area 3).
Bidder Experience:	
<p>Each screen will be powered by a high-performance windows PC, Cameras or Gesture Sensors using MVP Gaming Software.</p>	

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Technical Requirements Matrix**

TRM-7	Provide visuals as to what the game would look like for the end user. (Area 3)
Bidder Response:	
	

**ATTACHMENT A
RFP #5878 Z1
Technical Requirements Matrix**

TRM-8	Describe the software, hardware and mechanisms the bidder will use to create the Quarantine Video (Area 4); including how the bidder would incorporate audio into the video that would be heard by those in the immediate area of the video only. Those in the surrounding areas must not hear the audio.
<p>Bidder Response:</p> <p>The Quarantine Video area will include a windows-based Actineon media player running the Toshiba Virtuoso platform. To trigger the video, the integrated Phidgets motion sensor will be incorporated into the Peerless kiosk hardware. Brown Innovations Directional audio will be mounted to the top of the kiosk or mounted directly overhead. The directional speakers are targeted to hit a very focused location.</p>	
TRM-9	<p>Provide samples of what each of the public interface screens will look like for the Nature Center Interactive Interpretation Stations (Area 5) and the Aquarium Interactive Interpretation Stations (Area 6) including:</p> <ul style="list-style-type: none"> - attract loop (Area 5 & 6) - landing page allowing user to select 4-6 species to investigate (Area 6) - species-specific main page (Area 5 & 6) - four additional pages with more specific content (Area 5 & 6)
<p>Bidder Response:</p> <p>Before commencing with development, the experience itself is to be discussed the NGPC in greater detail. There are many options for developing such an experience. Below is one example of how the Aquarium experience could work.</p> 	

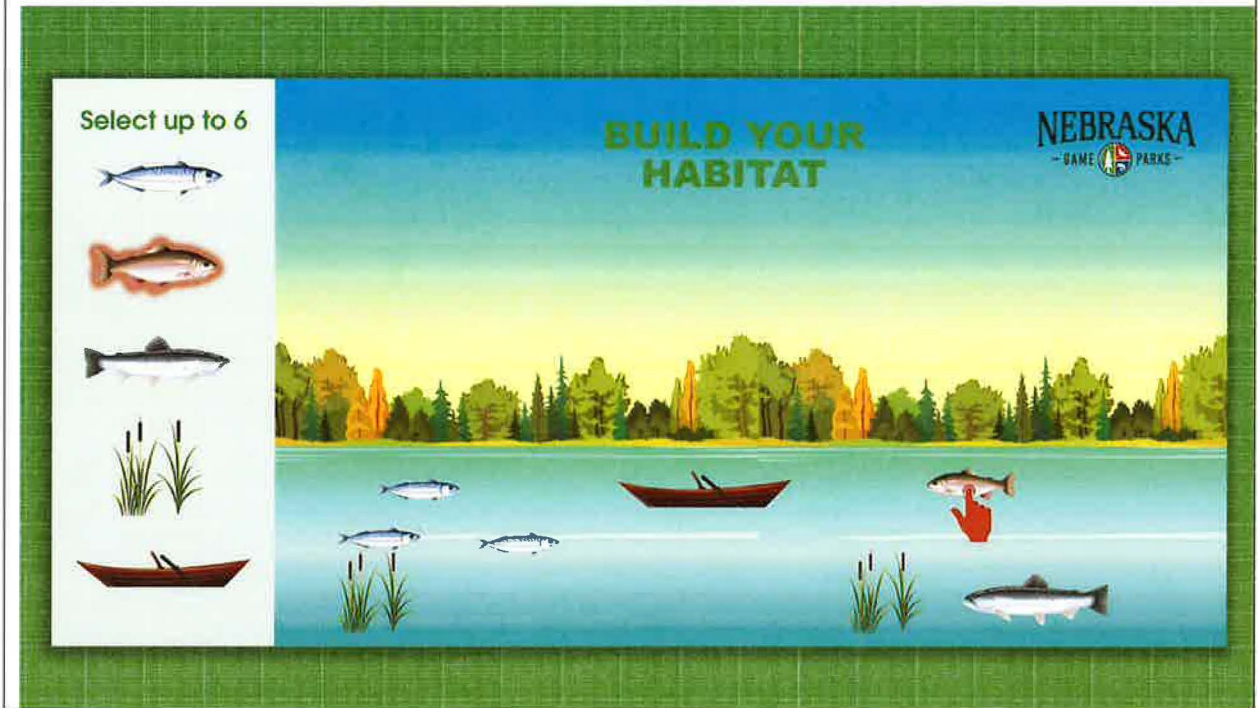
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TRM-10	Please describe the software, hardware and mechanisms the bidder will use to create the Nature Center Interactive Interpretation Stations (Area 5) and the Aquarium Interactive Interpretation Stations (Area 6)
<p>Bidder Response:</p> <p>For area's 5 and 6, Microsoft Surface Tablets will be used to display interactive content. Each device will be professionally mounted either on a wall or secure stand. Toshiba will need to understand placement and solution for each station.</p>	
TRM-11	Please describe the software, hardware and mechanisms the bidder will use to create the Aquarium Ecosystems Videos (Area 7).
<p>Bidder Response:</p> <p>The Aquarium Ecosystems area will include four windows based Actineon media player running the Toshiba Virtuoso platform. Each player will be connected to a vertically mounted 46" screen. Content will run as described in the primary RFP document.</p>	
TRM- 12	<p>Please describe, in detail, how users will interact and experience the following three features of Area 8: Fish Activity Station. Provide details of what public users will do with each activity, how they will interact with each activity and what features will be provided for the user with each activity. Please provide samples of the public interface screen mock-ups.</p> <ol style="list-style-type: none"> 1. Build A Fish 2. Draw a Fish 3. Fish Game
<p>Bidder Response:</p> <p>BUILD A FISH - As detailed in the RFP, the build a fish activity will work like a classic configurator. Via interactive menus and buttons, the user will be prompted to select various options for their fish. Before applying any specific attribute, the user will be able to read about the qualities of that attribute. Upon completion, the qualities will be summarized for the user. The completed fish can be printed (if desired) or sent electronically to the user.</p> <p>DRAW A FISH - As detailed in the RFP, a step-by-step drawing activity can be created. We will work with the NGPC staff to determine best approach. This experience does seem somewhat similar to the Build a Fish experience, so perhaps other options can be explored as well.</p> <p>FISH GAME – There are many options here ranging from trivia, match games, puzzles, hidden object games, and more. We look forward to working with the NGPC to create an experience that adds value to the visitor experience. For this exercise, we propose a habitat development activity. Users are presented with basic background information regarding the need and purpose for creating suitable fish habitats. The user will be asked to select a location for their habitat. If an improper location is selected, feedback will be presented to the user and encourage them to select a better area. Once the area is selected, the user is asked to drag and drop various elements into the habitat – including vegetation, rocks, gravel, and various fish species. At the end of the activity the user should understand the steps necessary to create a sustainable aquatic habitat.</p>	

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Habitat Game



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TRM-13	Please describe the hardware and mechanisms the bidder will use to create the Fish Activity Station (Area 8)
<p>Bidder Response:</p> <p>The fish activity kiosk will be composed of a Peerless ADA compliant stand, Elo multi-point interactive touch screen, and windows based Actineon media player running the Toshiba Virtuoso platform.</p>	
TRM- 14	<p>Describe the bidder’s online dashboard system for content updates and changes. Include in the description if the online system has the capabilities to:</p> <ol style="list-style-type: none"> 1. be used and provide content updates both locally and remotely, 2. provide NGPC staff with the ability to manage, in real-time, all content on all features, 3. provide NGPC staff with real-time information regarding problems including the ability to manage and correct problems remotely, 4. compatible with all standard browsers, and 5. ability to remotely determine how often each sign is used and how long users are spending at each experience.
<p>Bidder Response:</p> <p>The Virtuoso Platform is a project based interactive solution that interfaces with the Toshiba Media Console. During project development, we will work with NGPC staff to determine which parts of a given solution should be controlled at the project level (layout, data ingestion) versus the content level (photo, videos, etc). For content updates, the Toshiba Media Console is web based application the provides customers with the ability to upload, schedule and publish assets and data. This tool is accessible by any browser. The tool provides a dashboard that tracks usage, which can be specifically defined at the creation of a project. Device monitoring within the CMS is in the short-term project roadmap, but in the meantime third party tools, such as IT Brain, can be used for this purpose.</p>	
TRM-15	Detail the training the bidder will provide to NGPC staff on maintaining hardware and software, updating sign content, and using the online dashboard that is provided at no additional cost to the State.
<p>Bidder Response:</p> <p>At the end of installation, the staff will be trained on the basic hardware configuration and functionality of each interactive area, including how to contact the support line if issues do occur. Designated staff will also be trained on how to use the Toshiba Media Console. A reference document will also be produced that details the content configuration and provides instruction on how to update content.</p>	
TRM- 16	1. Detail the bidder’s 24/7/365 support
<p>Bidder Response:</p> <p>Toshiba also offers 24/7 Support. Our support line is able to receive calls 24/7; however, if the call is placed after normal business hours, troubleshooting and on-site support activities will commence the next business day.</p> <p>Our services include making sure the kiosk is working properly and that all components are functioning. We troubleshoot the unit, determine if there are any access issues and perform repairs under the applicable, contracted warranty or service plan.</p>	

ATTACHMENT A
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TRM-17	<ol style="list-style-type: none"> 1. Detail the bidder's warranty policy including what is covered under this policy (verses the maintenance or software licensing fees), 2. How long the warranty period lasts, and 3. How your company will solve issues that arise during the warranty period.
<p>Bidder Response:</p> <ul style="list-style-type: none"> • Service & Support Programs details • 3yr Toshiba National Dispatch offers unlimited 8 x 5 accesses local client time to TOSHIBA's dispatch center. TOSHIBA will also provide 24 x 7 on-line problem reporting for all hardware listed in the Bill of Materials. In the event of a problem reported, TOSHIBA will manage all service requests on behalf of PROJECT-OWNER and will work directly with each manufacturer to drive resolution. • Process flow for engaging remote & on-site services <ol style="list-style-type: none"> A. PROJECT-OWNER will notify TOSHIBA in the event of a hardware failure by calling 877-855-1344 to report the problem. B. The call center is available M-F from 8am to 8pm Eastern Time. A technician may be dispatched to meet the requirements of the service option purchased. PROJECT-OWNER can call into the call center to report the problem and open Work Order. A Work Order will be assigned and a TOSHIBA representative will contact the PROJECT-OWNER to assist in the support. C. TOSHIBA will verify the following information: <ol style="list-style-type: none"> i. Zip or postal code of the location requiring service ii. Serial number of the equipment requiring service iii. Company name iv. Contact name at the location v. Phone number of the contact vi. Description of the equipment (example: Media Player, Display) vii. Make and model of the equipment requiring service viii. Description of the problem (please provide as much detail as possible) ix. Name and telephone number of the person placing the call (if different from contact name) Once this information is provided, TOSHIBA will generate a service work order. D. TOSHIBA will perform basic troubleshooting over the phone with PROJECT-OWNER to validate the issue and begin its remediation. 	

Detailed project work plan; and deliverables and due dates.

We have included a detailed project work plan on the following page that includes a high level overview of the project and deliverables.

Toshiba's transition and implementation process for NGPC will be a collaborative effort designed specifically to integrate our solution seamlessly into your current environment. We know the implementation process is an important concern for you, and we will work to effect a smooth and seamless transition across all locations.

In brief narrative format, the phases are as follows:

- **Initiating** the account, where our team will meet with your team to review the project, outline and define the deliverables, set milestones and confirm roles and responsibilities and due dates.
- **Planning** the account which includes a site survey, hardware delivery requirements and content management scope.
- **Executing** the account, which includes installation and delivery of all components, as well as training.
- **Controlling** the account, which includes maintenance and support, as well as ongoing measurement and reporting.

Implementation Plan

Task Name	Start Date	End Date	Duration	Status	Predecessors
State of Nebraska - Digital Signage for Schramm State Recreation Area (SAMPLE TIMELINE)					
Program Start					
INITIATE					
Contracts and POs					
MSA / Work Order Signed					13
Project Kick-Off					
INITIATE MILESTONE - COMPLETE	10/02/18	10/02/18	0		13FF, 16FF
PLANNING					
Site Fabrication / Site Survey					
PLANNING MILESTONE - COMPLETE	10/11/18	10/11/18	9		35
EQUIPMENT DELIVERY & CONTENT DEVELOPMENT					
Equipment Delivery					
Displays and Cables Equipment Delivery					13
Verify receipt of all display and cable equipment with the pre-installation checklist and that products are not damaged					39
Media Players Equipment Delivery to Content Management					13
Content Management					
Load preliminary Image, Content, and Test					41, 45
Deliver Media Player					43
Develop Content					11
Load Final Content					45
EQUIPMENT DELIVERY & CONTENT DEVELOPMENT MILESTONE - COMPLETE	10/03/18	10/03/18	0		46
INSTALLATION					
Equipment Installation					
Schedule install with the customer					
Perform install					
AREA 1: 3X1 SCREEN TILES WITH FLOATING CONTENT					50
AREA 2: FREESTANDING INTERACTIVE WAYFINDING KIOSK					50
AREA 3: INTERACTIVE MOUNTAIN BIKING EXPERIENCE					50
AREA 4: QUARANTINE VIDEO					50
AREA 5: NATURE CENTER INTERACTIVE INTERPRETATION STATIONS FOR LIVE ANIMALS					50
AREA 6: AQUARIUM INTERACTIVE INTERPRETATION STATIONS FOR AQUARIUM SPECIES					50
AREA 7: AQUARIUM ECOSYSTEMS VIDEOS					50
AREA 8: FISH ACTIVITY STATION					50
INSTALLATION MILESTONE - COMPLETE	11/09/18	11/09/18	0		59
POST INSTALL ACTIVITIES					
Customer Deliverable Acceptance Sign-off					60
Archive BOM Delivery Acceptance					62
Invoice customer for the installation					62
Obtain Customer feedback					64
Training					
Schedule Training for Customer					60
Conduct Training for Customer					67
Training Completed					68
Maintenance and Support					
Setup Support System					
Communicate current support process to customer for steady state					40, 41
Steady State Content/Service Guide Documentation for End-User					40, 41
POST INSTALL ACTIVITIES MILESTONE - COMPLETE	11/09/18	11/09/18	0		62FF, 64FF, 65FF, 69FF, 72FF



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Cost Proposal Requirements

Cost Sheet, Prices and Pricing Summary

Attachment C, Cost Proposal and Bill of Materials are included in a separate, sealed binder with our proposal response.

Terms and Conditions


Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

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

The contract resulting from this RFP shall incorporate the following documents:


4. Request for Proposal and Addenda;
5. Amendments to the RFP;
6. Questions and Answers;
7. Contractor's proposal (RFP and properly submitted documents);
8. The executed Contract and Addendum One to Contract, if applicable; and,
9. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

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

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.


Communications regarding the executed contract 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 below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

C. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.


The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

D. BEGINNING OF WORK

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

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.

E. CHANGE ORDERS


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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.


No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.


G. BREACH

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the 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.


The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

H. NON-WAIVER OF BREACH

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


The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

I. SEVERABILITY

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

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 provision held to be invalid or illegal.

J. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		X 	In #2 below: (i) Remove "or alleged" and (ii) add "shall not be unreasonably withheld" and (iii) remove "or anticipated"

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party 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 for personal injury, death, or property loss or damage, 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, resulting from this contract, 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 **shall not be unreasonably**, 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, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.


5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

K. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		X 	Insert "reasonable"

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including reasonable attorney's fees and costs, if the other Party prevails.


L. ASSIGNMENT, SALE, OR MERGER

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

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.


M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State


shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

N. FORCE MAJEURE

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

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.


O. CONFIDENTIALITY

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

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their 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 by 5 U.S.C. 552a (m)(1), provides that any officer or employee, 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.

P. EARLY TERMINATION

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

The contract may be terminated as follows:

- 6. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
- 7. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
- 8. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

Q. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		X 	Transfer of title requires completion of State's payment obligations

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

- 9. Transfer all completed or partially completed deliverables to the State;
- 10. Transfer ownership and title to all completed or partially completed deliverables to the State;
- 11. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
- 12. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
- 13. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
- 14. Return or vacate any state owned real or personal property; and,
- 15. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

Contractor Duties

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

16. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
17. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
18. Damages incurred by Contractor's employees within the scope of their duties under the contract;
19. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
20. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
21. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)


If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder'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.

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

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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


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

- 22. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
 The completed United States Attestation Form should be submitted with the RFP response.
- 23. 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.
- 24. 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.

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


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, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this RFP.

D. COOPERATION WITH OTHER CONTRACTORS

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


Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		X 	See edit to the provision. Contractor shall not be responsible for permits nor approvals for access to the work site.

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract **excepting for any of the foregoing that may be required for access to the worksite**. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES


Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		X 	Exclude "Pre-existing Work"

"Pre-existing Work" shall mean all hardware, software, material, patents and other intellectual property, processes, ideas and concepts developed by Contractor prior to the Effective Date of the Agreement or developed after the Effective Date but outside the scope of the engagement set forth in the Agreement.

Excepting for Pre-existing Work, the State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

Excepting for Pre-existing Work, the State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		X 	Cyber Liability limit changed to \$8M

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

- 25. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
- 26. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
- 27. Provide the State with copies of each subcontractor’s Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and One (1) year following termination or expiration of the contract.

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.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS’ COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers’ Compensation and Employer’s Liability Insurance for all of the contactors’ employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker’s Compensation and Employer’s Liability Insurance for all of the Subcontractor’s employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers’ Compensation and Employer’s Liability Insurance for Nebraska employees.

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 Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

REQUIRED INSURANCE COVERAGE		
COMMERCIAL GENERAL LIABILITY		
General Aggregate		\$2,000,000
Products/Completed Operations Aggregate		\$2,000,000
Personal/Advertising Injury		\$1,000,000 per occurrence
Bodily Injury/Property Damage		\$1,000,000 per occurrence
Medical Payments		\$10,000 any one person
Damage to Rented Premises (Fire)		\$300,000 each occurrence
Contractual		Included
XCU Liability (Explosion, Collapse, and Underground Damage)		Included
Independent Contractors		Included
Abuse & Molestation		Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>		
WORKER'S COMPENSATION		
Employers Liability Limits		\$500K/\$500K/\$500K
Statutory Limits- All States		Statutory - State of Nebraska
USL&H Endorsement		Statutory
Voluntary Compensation		Statutory
COMMERCIAL AUTOMOBILE LIABILITY		
Bodily Injury/Property Damage		\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability		Included
Motor Carrier Act Endorsement		Where Applicable
UMBRELLA/EXCESS LIABILITY		
Over Primary Insurance		\$5,000,000 per occurrence
PROFESSIONAL LIABILITY		
All Other Professional Liability (Errors & Omissions)		\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME		
Crime/Employee Dishonesty Including 3rd Party Fidelity		\$1,000,000
CYBER LIABILITY		
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties		\$8,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE		
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."		
MANDATORY COI LIABILITY WAIVER LANGUAGE		
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."		

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Agency: Nebraska Game and Parks Commission
 Attn: Contract Manager:
 Address: 2200 N 33rd Street
 City, State, Zip: Lincoln, NE 68503


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.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS


The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

H. ANTITRUST

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

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.

I. CONFLICT OF INTEREST

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


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

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


The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

J. STATE PROPERTY

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


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.

K. SITE RULES AND REGULATIONS

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

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 in writing between the State and the Contractor.

L. ADVERTISING

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

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. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

N. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		X	Toshiba will provide a disaster recovery / backup plan after contract award to address scope and recovery pertaining to the digital signage solution.

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

O. DRUG POLICY

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

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.

Payment


A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)


The State is not required to pay taxes 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.

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Send itemized invoice to the Nebraska Game and Parks Commission, 2200 N 33rd Street, Lincoln, NE 68503. 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.


D. INSPECTION AND APPROVAL

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

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.

E. PAYMENT


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

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. (Neb. Rev. Stat. Section 73-506(1)) 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 of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

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

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. 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.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		X 	Audits allowed no more than once per year.

The State shall have the right to audit the Contractor's performance of this contract **no more frequently than once per calendar year**, upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

STATE OF NEBRASKA

United States of America, } ss.
State of Nebraska }

Secretary of State
State Capitol
Lincoln, Nebraska

I, John A. Gale, Secretary of State of the
State of Nebraska, do hereby certify that

TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.

a California corporation is authorized to transact business in Nebraska;

**that no occupation taxes due from and assessable against the Corporation are
unpaid and have become delinquent;**

**that no annual or biennial report required to be forwarded by the
Corporation to the Secretary of State has become delinquent;**

that a Certificate of Withdrawal has not been filed.

*This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's financial
condition or business activities and practices.*

In Testimony Whereof,



I have hereunto set my hand and
affixed the Great Seal of the
State of Nebraska on this date of

July 11, 2018


Secretary of State

Simple Yet Sophisticated Management of Interactive Media Experiences

Experience Manager is a complete scalable platform for managing networked interactive media experiences. It provides a centralized solution capable of delivering targeted content by time, location, and demographic to ensure delivery across multiple touch points.

Experience Manager can be deployed in many ways from simple play loops with occasional content changes, to frequently changed content that is hyper-targeted, all via a network. This cloud-based solution allows for sophisticated planning, distribution and management of digital content across a network of displays. With its open architecture, custom solutions are easy and users can create, manage and measure highly-targeted digital signage networks with minimal time, resources or budget.

Benefits of Experience Manager

- ✕ Drag and drop convenience
- ✕ Customizable dashboards
- ✕ Rich interactive reports
- ✕ Full visibility and control of network
- ✕ On the fly adjustments



Experience Manager offers customers a breadth of capabilities to easily deliver and manage communications at a low monthly cost as well as comprehensive or a la carte service plans that ensure a robust and secure operating system with maximum uptime.



Let Toshiba take your business beyond great to exceptional with dynamic digital signage solutions.

Contact a local dealer today at www.business.toshiba.com or call 1-800-GO-TOSHIBA



Brilliantly imagined. Flawlessly executed.

Toshiba's mission is to provide fully managed content and communication solutions that deliver the right message to the right place, at the right time and the best price. Ellumina Digital Signage Services includes indoor and outdoor digital displays, video walls, interactive touch panels, QSR menu boards, and custom-designed interactive customer experiences – all supported by powerful end-to-end technology platforms for managing content and best-in-breed equipment.

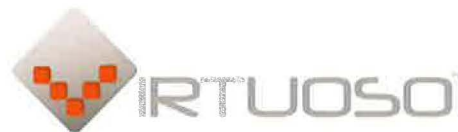
Ellumina Digital Signage Services understands that every customer is unique. We look at each project as a long-term business relationship. Our value is content expertise, professional design, worry-free implementation and operation, and a single point of accountability from a trusted technology leader. Toshiba's digital signage experts collaborate with each customer to ensure they receive an impactful and cost-effective solution that engages their target audience and achieves their business objectives.

From a site assessment to content creation, design and implementation, our team works together with each customer to ensure complete satisfaction every step of the way. Once an installation is complete, we offer on-going content management services ensuring your messages are adapting to needs and staying current. To ensure maximum performance and uptime, we offer service agreements complete with customer support, troubleshooting and equipment replacement or repair.



Ellumina Interactive

Toshiba's Ellumina Interactive solutions deliver engaging and interactive customer experiences via the power of touch. Completely unique, these interactive solutions present content in a compelling environment to promote your products and services or provide appealing self service experiences via touch display. Their exceptional functionality takes users from passive to active, allowing them to explore, expand and mark-up content, watch videos, play games, access information and more. Toshiba's offerings include horizontal solutions to industry specific applications all custom designed to meet your branding and business objectives.



Virtuoso is an impactful cost-effective solution designed for high-use environments.

Perfect for one-to-one or one-to-few interactions, Virtuoso allows you to inform, educate, entertain or influence in a meaningful way. Virtuoso's state-of-the-art touch-screen technology brings new life to content and deepens user interaction by allowing them to explore content in a unique fashion.

Toshiba's content experts work closely with each client to understand objectives and then collaborate with designers to build an application to achieve those objectives.



Ellumina OmniChannel

Toshiba's Ellumina OmniChannel solutions provide everything your company needs to implement a digital signage network. Our team understands the essentials of digital signage including hardware, software and content. We collaborate with you to identify business objectives and then plan and design a custom solution. Recommendations are made on displays, mounts, optimal locations, electrical and IT needs, security considerations, building management approval, and more. Communication experts develop necessary content, schedule programming and maintain and update content to ensure goals are met. The end result is a seamless experience that delivers an affordable and dependable digital signage solution.

Assessments and Site Surveys

Our team meets with stakeholders to determine needs and understand challenges at hand – including site surveys to determine the best digital signage implementation for you.

Design and Implementation

Solutions are crafted and customized to suit your unique needs. We'll listen, research and present options intended to help you drive results and meet the goals you want to achieve. Once the architecture meets your approval, we'll schedule installations and go-live dates.

Installation and Service

Nationwide installation and service coverage is custom-configured to suit the needs of your business. We can provide service and support to specific locations, regional geographic areas, or even manage your entire digital signage operation – seamlessly and without the hassle of dealing with multiple vendors and service providers.

Content Development and Creation

Once we understand your goals, our Content Creation Team jumps in and develops custom content that will drive results. Content will be developed based on your company branding so consistency remains intact.

Content Management

Using Toshiba's Experience Manager application, our team can seamlessly administer content on your behalf, saving you both time and money. We'll ensure maximum uptime with designated architecture maintenance and troubleshooting. We will host the content to ensure it's distributed to your networked displays as scheduled.

Financing and Leasing

From global solutions to local installations, our team of financial masters can create a financing package with competitive rates and maximum simplicity.



WEST SIDE CENTER



GIANT WHEEL	KIDDIE TRAIN
1 ticket: \$5 (per rider, including children)	1 ticket: \$3 (per rider, including children)
6 tickets: \$27	6 tickets: \$15
12 tickets: \$51	12 tickets: \$27
Military Discount: \$4 per ticket*	



Danny Mac's
AMERICAN GRILL

Located near Edwards Theater

WWW.WESTSIDECENTER.COM

TOSHIBA



[OLIVE OIL] comes from the juice of a variety of olives in different stages of ripeness, pressed at the same time

<p>Lambrusco Vinegar 16 oz</p> <p style="text-align: right; color: #d9534f;">\$11.99</p>	<p>Barrel Oil - Gato Hurdes 33.8 oz</p> <p style="text-align: right; color: #d9534f;">\$17.99</p>
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KALE
The Queen of Greens.
Contains exceptional nutrient richness, health benefits and delicious flavor. Perfect as a salad or on its own.



<p>Sweet Tango Apples \$3.49 lb</p>	<p>Kumato Tomatoes \$4.99 lb</p>
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Experience Manager is a complete scalable platform for managing networked interactive media experiences.

Experience Manager provides a centralized solution capable of delivering targeted content by time, location, and demographic to ensure delivery across multiple touch points. Experience Manager can be deployed in many ways from simple play loops with occasional content changes, to frequently changed content that is hyper-targeted, all via a network. This cloud-based solution allows for sophisticated planning, distribution and management of digital content across a network of displays. With its open architecture, custom solutions are easy and users can create, manage and measure highly-targeted digital signage networks with minimal time, resources or budget. Experience Manager offers drag and drop convenience, customizable dashboards, and rich interactive reports so you can ensure your content and messaging are effective. Using Experience Manager, administrators have full visibility and control over their network at all times giving them the power to make adjustments as needed.

Experience Manager offers customers a breadth of capabilities to easily deliver and manage communications at a low monthly cost as well as comprehensive or a la carte service plans that ensure a robust and secure operating system with maximum uptime.

Content Creation and Management Services

Whether you need to augment your own creative staff or need complete content creation services, Toshiba can help. Our team of content experts understands the essentials of communicating effectively. They are master wordsmiths and talented illustrators who will work with you to plan, design, create, deploy, and maintain high-quality content for your digital signage solutions ensuring your communication goals are met.



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ellumina™

Digital Signage Services

Executive Summary

Form A

Contract Form

Corporate Overview

Technical Approach

Cost Proposal

Terms and Conditions

Collateral

- Professional Services & Software
- Indoor Digital Signage
- Video Walls
- Kiosk
- Outdoor Digital Signage
- Special Shapes & Applications
- QSR Menu Boards
- Wayfinding
- Conference Room Solutions

