



Advanced Technologies Group
A Keefe Group Company

Advanced Technologies Group (ATG)

Response to:

107474 03
Canteen Sales and Inventory
System Software/Implementation



1601 48th Street, Suite 220
West Des Moines, IA 50266
515.221.0095
Atul@a-t-g.com
Attn: Atul Gupta, President

Nebraska Department of Correctional Services
NDCS Central Office
Attn: Kate Severin/Keith Houfek
801 West Prospector Place, Building #1
Lincoln, NE 68522

Form A
Bidder Proposal Point of Contact
Request for Proposal Number 107474 O3

Form A should be completed and submitted with each response to this solicitation. 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:	Advanced Technologies Group, LLC
Bidder Address:	1601 48th Street, Suite 220 West Des Moines, IA 50266
Contact Person & Title:	Ajit Kumar - Senior Vice President of Fiduciary Systems
E-mail Address:	ajitk@a-t-g.com
Telephone Number (Office):	515.221.0095
Telephone Number (Cellular):	515.988.7908
Fax Number:	515.221.1266

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:	Advanced Technologies Group, LLC
Bidder Address:	1601 48th Street, Suite 220 West Des Moines, IA 50266
Contact Person & Title:	Atul Gupta - President
E-mail Address:	atul@a-t-g.com
Telephone Number (Office):	515.221.0095
Telephone Number (Cellular):	515.988.7904
Fax Number:	515.221.1266



CORPORATE OVERVIEW

5. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

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

ATG Response: Advanced Technologies Group, LLC (herein "ATG") has read, understands and will adhere.

Advanced Technologies Group, LLC
1601 48th Street, Suite 220
West Des Moines, IA 50266

Advanced Technologies Group, LLC is a limited liability company organized in the state of Missouri on February 14, 2013.

b. FINANCIAL STATEMENTS

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

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

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

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

ATG Response: ATG has read, understands and will adhere.

Please see **Exhibit 1 – Financials** for ATG's current financial statements.

A banking reference for ATG is:

Commerce Bank N.A.	Phone: 314-746-3662
8000 Forsyth Blvd.	Fax: 314-746-3783
Clayton, MO 63105	
Contact: Bernice Hodge	
Email: Bernice.hodge@commercebank.com	

There are currently no judgments, pending or expected litigation, or other real or potential financial reversals that might materially affect the viability or stability of ATG, nor does any such condition exist.





c. CHANGE OF OWNERSHIP

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

ATG Response: ATG has read, understands and will adhere.

d. OFFICE LOCATION

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

ATG Response: ATG has read, understands and will adhere.

The office location for the award will be:

Advanced Technologies Group, LLC
1601 48th Street, Suite 220
West Des Moines, IA 50266

e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous three (3) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

ATG Response: ATG has read, understands and will adhere.

ATG currently has the following open contract with Nebraska DOC:

Contract number: 80832 04.
Started: 4/16/2018 with unlimited annual renewals.
Perpetual license for Pharmacy Administration at the 10 institutions, plus annual maintenance for supporting the system as well as administering the servers hosting the system.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the contractor, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

ATG Response: ATG has read, understands and will adhere.

None.

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either





not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

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

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

ATG Response: ATG has read, understands and will adhere.

None.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder should provide a summary matrix listing the bidder's previous projects similar to this solicitation in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal. *Narrative descriptions should focus on project experience in correctional settings, and note how specific security concerns were addressed.*

The bidder should address the following:

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

ATG Response: ATG has read, understands and will adhere.

ATG focusses exclusively on providing and supporting software solutions to State and Federal correctional agencies; for over two decades every system implementation has been in a correctional environment.

The centralized commissary bagging and delivery using inmate labor was created by ATG for Iowa DOC in 2001 to reduce the cost of commissary operations, improve security and provide inmates opportunity to learn work skills that help in their re-entry. This model has since been the gold standard.

In all the references listed below ATG is the prime contractor. As every customer will attest, all implementations were on time and on budget and that they are still using the system.

Please see the following page for a listing of references.





- Iowa Prison Industries
 - July 2001 – Current
 - Mr. Dan Clark, Director Iowa Prison Industries (IPI) (dan.clark@iowa.gov; 515-822-8920)
 - This implementation is a centralized commissary/delivery implementation servicing 9 institution housing 8,600 inmates. The central warehouse managed by two IPI staff performing the inmate supervision, operation oversight and administrative functions - Item configurations (including price changes and restrictions), Purchasing/ Receiving. Inmate labor used for picking inventory and operating the sales station. Some of the key aspects of this implementation are –
 - Warehouse layout with multiple filling stations representing a formal assembly line; each store is managed by an inmate who is responsible for the inventory which is tracked by frequent inventory counts.
 - Pick tickets are printed with just ticket number and listing of items to provide “blind” picking; no identifying information about the ordering institution or inmate is listed
 - Interfaces with ATG banking and ATG inmate enablement platforms facilitate all inmate ordering, funds management and item restrictions functions.

- Idaho Department of Corrections
 - July 2016 – Current
 - Juliet McKay, Grants/Contracts Officer ID DOC (jmckay@idoc.idaho.gov; 208-658-2176)
 - This implementation is also a centralized commissary/delivery implementation servicing 18 institution with around 28,000 inmates. The central warehouse managed by limited Keefe Commissary Network staff (agency’s commissary vendor) performing inmate supervision, operation oversight and administrative functions: Item configurations (including price changes and restrictions), Purchasing/ Receiving. Inmate labor used for picking inventory and operating the sales station. Some of the key aspects of this implementation are –
 - Anonymized pick tickets to cater for “blind” picking and the inmate number does not show up until the final receipt is printed
 - Interface with ATG banking for funds management and restrictions.
 - Commissary portal to facilitate inmate ordering using third party (JPay) kiosks/tablets.

- Federal Bureau of Prisons
 - Aug 2001 – Current
 - Robert Dobroski, Dy. Chief - Trust Fund Branch FBOP (rdobroski@bop.gov; 202-616-7398)
 - This implementation is a de-centralized commissary/delivery implementation servicing 101 institution with around 150,000 inmates. The local canteen managed by limited facility performing all the functions - Item configurations, Purchasing/ Receiving and Sales. Inmate labor used for picking inventory. Some of the key aspects of this implementation are –
 - Sales screen optimizations to support rapid window sales
 - Support for multiple inventory location to allow for distributed storage and sales at large complexes
 - Finger print identification of inmates to eliminate storage of signed receipts and inmate identification
 - Distributed sales data replicated to central servers to allow for consolidated reporting and oversight.

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

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





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

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

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

ATG Response: ATG has read, understands and will adhere.

Upon award, the professionals that will work on the project for the State of Nebraska

- Project Manager – Darryl Mcleod
- SME/Technical Project Manager – Jon Rathje
- Escalation – Ajit Kumar
- Database – Tim Maulsby
- Infrastructure – Matt Reynolds

Please see the following pages for resumes on the staff listed above.





Project Manager – Darryl Mcleod:

EDUCATION

Quantitative Psychology, Iowa State University, 2016

Master of Business Administration, Kennesaw State University, 2011

Bachelor of Business Administration, Kennesaw State University

PROFESSIONAL HISTORY

Project Manager, Advanced Technologies Group, July 2018 - present

- Responsible for coordinating the delivery of Michigan DOC's COMS project which involves implementation of following system to enable supervision of all 40,000 inmates and 48,000 probation/paroles under MDOC's supervision:
 - Case Management,
 - Trust and Restitution Accounting System
 - Electronic Health Records,
 - Pharmacy Administration,
 - Food Service Management
 - Investigation System
- Maintain continuous alignment of program scope with strategic objectives and build consensus with potential changes within a matrix environment
- Active stakeholder management role with executive leadership

Management Consultant, Dewolff, Boberg, & Assoc., Feb 2018 – July 2018

- Led initiative to with HR leadership to identify business challenges and contribute to analytics strategies and roadmap; helped teams to identify and bring together data across multiple systems
- Initiatives included make overs to hiring & workforce development processes, reduce turnover, increase efficiency and reduce quality errors; including data governance and data management
- Gathered change management requirements; ensured adoption to coordinate change efforts for implementation and sustained improvement

RA and College Instructor, Iowa State University, 2014 – 2017

Led multiple research projects from beginning to end, including hiring, development, and diversity initiatives and stigmatization, success characteristics of merged firms, and leadership characteristics of organizational merger successes

Director of Sales, Reliant Finishing Systems, Dec 2011 – Dec 2013

- Implemented CRM and sales tracking systems (managed projects and ran systems once in place)
- Managed recruiting and development of staff to handle growing distributor network (internal employees and external distributors & contractors)

Process Analysis Project Manager, Synova, Inc, 2011

- Managed integration and account migration of EDS accounts into HP systems utilizing ITIL





SME/Technical Project Manager – Jonathan Rathje:

EDUCATION **Bachelor of Arts.** Central College, 2000, Majored in Mathematics with a minor in Computer Science.

PROFESSIONAL HISTORY **Asst. Director of Fiduciary Systems, Advanced Technologies Group, West Des Moines, IA:** June 2000-Present.

Develop and maintain applications used in numerous aspects of the corrections field including banking, commissary, offender demographics and movement by utilizing various technologies and platforms. Have experience in client server, and web environments using a variety of technologies including VB, ASP, Silverlight, .NET, HTML, SQL Server, Windows.

Write interfaces and manage critical components of key inmate record movement due to intake, transfer, releases, re-entry, parole, parole violations and other inmate movement activities for Federal Bureau of Prisons applications as well as applications used by Departments of Corrections in California, Oklahoma, Nevada, Iowa, Idaho, Michigan, and others.

Led the effort to design and maintain a new web based payroll system for the Federal Bureau of Prisons called TRUPAID. Users are able to enter payroll while keeping track of budgeting and hours.

Led the effort to incorporate biometric capabilities in the commissary application for the Federal Bureau of Prisons.

Responsible for the day to day operations and management of the customer interaction with the Nevada Department of Corrections, Oklahoma Department of Corrections, Idaho Department of Corrections, and the centralized commissary operation for the Iowa Department of Corrections.





Escalation – Ajit Kumar:

EDUCATION	<p>Master of Science – Business Analytics: University of Iowa, 2021.</p> <p>Master’s in Business Administration: University of Lucknow, India 1988, Majored in Finance and Marketing,</p> <p>Bachelor Of Commerce – University of Lucknow, India 1984.</p> <p>Project Management Professional: Project Management Institute, 2006</p>
PROFESSIONAL HISTORY	<p>Sr. Vice President Fiduciary Systems at Advanced Technologies Group, LLC. Des Moines, IA: May '99 – Present.</p> <p>Manage the company's development and support team responsible for the following applications, together supporting over 2 million users, in the ATG's Offender Management Systems</p> <ul style="list-style-type: none">• Offender Funds Administration – manages offender funds for over 400,000 offenders representing \$60 million in account value and \$2 million in daily transactions.• Commissary Operations -- manages commissary operations supporting over 400,000 inmates and performing over \$500 million in annual sales.• Telephone System – manages inmate’s access to the telephone system. Largest implementation support over 180,000 inmates making 25 million phone calls per week.• Inmate Enablement – provides sophisticated security to allow inmates to send/receive email messages from family and friends, access to electronic law library, music, etc. System has exchanges over 10 million messages daily, has sold over 100 million songs, and support 1.3 million members of the public. <p>Responsible for the ongoing design and development of new features to the applications and managing the customer relationships. Working with various service provider to design interfaces for the managed applications to provided efficiency to the users.</p> <p>National Marketing Manager, Eternit Everest Ltd., New Delhi, India: Sept '98 – April '99</p> <p>Responsible for the marketing activities of the entire organization including advertising and public relations</p> <p>DGM(Marketing), Mideast India Ltd., New Delhi, India: Aug '94 – Sept '98</p>
OTHER EXPERIENCE	<p>PMI (Central Iowa Chapter) Board of Directors, 2010 - 2014</p>





Database – Tim Maulsby:

EDUCATION **Bachelor of Science** 1999. Major in Management Information Systems.
Iowa State University, Ames, IA.

PROFESSIONAL HISTORY **Assistant Vice President**, Advanced Technologies Group, LLC Aug '99 – Present.

- Manage the database servers for the Banking & Commissary System, Offender Case Management (ICON), Electronic Medical Records (EMR) system, and Pharmacy Systems for the Iowa Department of Corrections and Michigan Department of Corrections.
- Communicate with developers and project managers on models, business plans, capacity planning, and server configuration.
- Create, monitor, and maintain processes that facilitate the sharing of information with other State of Iowa agencies and Michigan agencies on differing platforms.
- Perform statistical analysis to optimize database performance.
- Evaluate, develop, and maintain partitioning strategies for large datasets to minimize impact of maintenance procedures
- Configure and maintain high availability and disaster recovery architecture for multiple systems
- Research and test new technology and feature sets as they become available for potential use in current and future systems
- Develop applications using SQL DMO and Visual Basic to manage SQL development, streamline project deployment, and monitor system performance.
- Member of development team in creating the Banking and Commissary System (TRUFACS) for the Federal Bureau of Prisons.

OTHER EXPERIENCE

Microsoft Certified Solutions Expert – Data Platform
Microsoft Certified Solutions Associate – SQL Server, Window Server
Microsoft Certified IT Professional – Database Admin, Database Development, Server Admin
IBM Certified Advanced Database Administrator – DB2





Infrastructure – Matt Reynolds

EDUCATION

Iowa State University, Ames, Iowa
Bachelor of Business Administration, 1995

EXPERIENCE

Assistant Vice President, Advanced Technologies Group, LLC
October 1998 - Present

- Team leader supporting secure government networks for various state agencies and Federal Bureau of Prisons.
- Support duties included Windows Networking, Clustering, TCPIP, Web services.
- Installed and configured Microsoft System Center Configuration Manager utilizing branch distribution model for application deployment.
- Responsible for maintaining documentation including network topology, communication protocols, and software rollout procedures.
- Provide around the clock network monitoring services using tools Whatsup and PRTG software.
- Oversee backup and recovery of critical data.
- Provide ongoing training of team members on new software and standards.
- Deployed x509 smart card login solution to FBOP. Involving building PKI infrastructure, opening network communication to public revocation servers, building Certificate Authority trust chains, and configuring Active Directory.
- Installed Symantec Antivirus solution to 100 institutions nationwide.

Network Administrator/Database Administrator,

Wellmark Blue Cross Blue Shield of Iowa
May 1994 – October 1998

- Installed and managed the first corporate Windows Domain
- Managed multiple Microsoft SQL Servers
- Provided tier 3 support for 2500 users as part of Wide Area Network
- Responsible for configuration of all new Windows servers on Corporate LAN





j. SUBCONTRACTORS

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

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

ATG Response: ATG has read, understands and will adhere.

Please see the following list of subcontractors ATG plans to work with for this project.

Staley Technologies
8101 Fourche Road
Little Rock, AR 72209
Office – 800.280.9675

Shawn Winters
SR Manager of Project Services
swinters@staleyinc.com
Phone – 865.622.7125
Mobile – 865.368.0237

Tasks

- Install and Mount access point in warehouse for POS and Staff PCs.

Hours

- Should take ~6 Hours





TERMS & CONDITIONS

II. TERMS AND CONDITIONS

Contractors should complete Sections II through VI as part of their proposal. Contractor is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The contractor should also provide an explanation of why the contractor rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, contractor 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 contractor 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 solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the contractor's commercial contracts and/or documents for this solicitation.

The contractors should submit with their proposal any license, user agreement, service level agreement, or similar documents that the contractor wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the contractor'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
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

ATG Response: Advanced Technologies Group, LLC (herein "ATG") has read, understands and will adhere.

A. GENERAL

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

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

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor's proposal (Solicitation and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. 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 solicitation and any Questions and Answers, 4) the original solicitation 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.





ATG Response: ATG has read, understands and will adhere.

ATG acknowledges receipt of Addendum One on February 16, 2021 and Addendum Two on March 1, 2021.

B. NOTIFICATION

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

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 five (5) calendar days following deposit in the mail.

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

ATG Response: ATG has read, understands and will adhere.

C. BUYER'S REPRESENTATIVE

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

ATG Response: ATG has read, understands and will adhere.

D. 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.

ATG Response: ATG has read, understands and will adhere.





E. BEGINNING OF WORK

The contractor 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.

ATG Response: ATG has read, understands and will adhere.

F. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

ATG Response: ATG has read, understands and will adhere.

G. CHANGE ORDERS OR SUBSTITUTIONS

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. 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.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

*****Contractor will not substitute any item that has been awarded without prior written approval of SPB*****

ATG Response: ATG has read, understands and will adhere.

H. VENDOR PERFORMANCE REPORTS

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

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become part of the permanent record of the vendor.





ATG Response: ATG has read, understands and will adhere.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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.

ATG Response: ATG has read, understands and will adhere.

J. BREACH

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

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. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

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

ATG Response: ATG has read, understands and will adhere.

K. NON-WAIVER OF BREACH

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





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.

ATG Response: ATG has read, understands and will adhere.

L. SEVERABILITY

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

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.

ATG Response: ATG has read, understands and will adhere.

M. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		AK	<p>Section 2. Intellectual Property (optional) - Please revise the language as indicated with the strike through and addition of the bold and italicized language, and include the second paragraph below which simply qualifies Contractor’s obligations to the extent a claim arises beyond its control.</p> <p>“The Contractor may not settle any infringement claim that will affect the State’s use of the Licensed Software without the State’s prior written consent, which consent may be withheld for any reason <i>which consent may not be unreasonably withheld.</i></p> <p>The foregoing indemnification obligation of Contractor will not apply: (a) if the Contractor provider products or services are modified by the indemnified parties; (b) if the Contractor provided products or services are combined with other non-Contractor products, applications, or processes not authorized by Contractor but solely to the extent the alleged infringement is caused by such combination; or (c) to any unauthorized use of the Contractor provided products and/or services by the indemnified parties.”</p>

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 (Optional)

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

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

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.

ATG Response: ATG has read, understands and will adhere.

N. ATTORNEY'S FEES

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

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 ordered by the court, including attorney's fees and costs, if the other Party prevails.

ATG Response: ATG has read, understands and will adhere.





O. PERFORMANCE BOND

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

The Contractor maybe required to supply a cashier’s check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid from contract award through final implementation and acceptance (projected Milestone 5) plus twelve (12) months. The amount of the cashier’s check or bond \$50,000. The check or bond, if required, will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. If the Contractor chooses to provide a cashier’s check, the check must show an expiration date on the check. Cashier’s checks will only be allowed for contracts for three (3) years or less, including all renewal options. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or cashier’s check will be returned when the contract has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

ATG Response: ATG has read, understands and will adhere.

P. RETAINAGE

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

The State may withhold twenty percent (20%) of each payment due as retainage. The entire retainage amount will be payable upon successful completion of the project. Upon completion of the project, the Contractor will invoice the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the Contractor within forty-five (45) calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.

ATG Response: ATG has read, understands and will adhere.

Q. ASSIGNMENT, SALE OR MERGER

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

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.





ATG Response: ATG has read, understands and will adhere.

R. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

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

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.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

ATG Response: ATG has read, understands and will adhere.

S. FORCE MAJEURE

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

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.

ATG Response: ATG has read, understands and will adhere.

T. CONFIDENTIALITY

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

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.

ATG Response: ATG has read, understands and will adhere.

U. EARLY TERMINATION

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

The contract may be terminated as follows:

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

ATG Response: ATG has read, understands and will adhere.





V. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		AK	<p>Please include the below clause to confirm that the deliverables are being licensed to the State for its use during the term of the contract, but all rights of ownership in the deliverables and Contractor’s pre-existing materials, including all intellectual property rights, are and will remain the property of Contractor.</p> <p>“Notwithstanding anything to the contrary herein, Contractor agrees to provide the State with a license to use the deliverables/software for the term of the resulting contract. Contractor retains all rights of ownership in its pre-existing materials and all deliverables/software developed by Contractor, including all intellectual property rights therein, as a result of this contract.”</p>

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

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. 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;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. 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.

ATG Response: ATG has read, understands and will adhere.





CONTRACTOR DUTIES

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. 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 contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

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.

ATG Response: ATG has read, understands and will adhere.





B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. 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.
4. 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.

ATG Response: ATG has read, understands and will adhere.

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 goods and services to be covered by any contract resulting from this solicitation.

ATG Response: ATG has read, understands and will adhere.

D. COOPERATION WITH OTHER CONTRACTORS

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

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.

ATG Response: ATG has read, understands and will adhere.





E. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

ATG Response: ATG has read, understands and will adhere.

F. PRICES

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

Prices submitted on the cost proposal form shall remain fixed for the first three (3) years of the contract. Any request for a price increase subsequent to the first three (3) years of the contract shall not exceed ten percent (10%) of the previous Contract period. Increases will be cumulative across the remaining periods of the contract. Requests for an increase must be submitted in writing to the NE Department of Correctional Services a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

ATG Response: ATG has read, understands and will adhere.

G. PERMITS, REGULATIONS, LAWS

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

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. 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.

ATG Response: ATG has read, understands and will adhere.

H. OWNERSHIP OF INFORMATION ANDI DATA/DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		AK	ATG agrees to offer the State a term license to use the deliverables/ software for the duration of the resulting contract. ATG respectfully requests that the language in this Section H be revised to reflect such. Please see the below proposed alternative language. "The deliverables required under this contract shall not be considered a "work for hire". Contractor agrees to provide the State with a license to use the deliverables/software for the term of the resulting contract.





			Contractor retains all rights of ownership in its pre-existing materials and all deliverables/software developed by Contractor, including all intellectual property rights therein, as a result of this contract.”
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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.

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.

ATG Response: ATG has read and understands.

Please see above.

I. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		AK	<p>The insurance industry will only provide “tail coverage” for claims-made policies for up to three (3) years following termination or expiration of the contract. ATG respectfully requests the below language modification be included to address this insurance industry limitation.</p> <p>“In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within five (5) three (3) years 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 five (5) three (3) years following termination or expiration of the contract.”</p>

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:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. 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,
3. 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 five (5) years 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 five (5) years 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 contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **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.

REQUIRED INSURANCE COVERAGE		
COMMERCIAL GENERAL LIABILITY		
General Aggregate		\$2,000,000
Products/Completed Aggregate	Operations	\$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
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		\$10,000,000
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:

NDCS/CSI
Attn: Contract Manager
800 Pioneers Blvd.
Lincoln, NE 68502

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.

ATG Response: ATG has read and understands.

Please see page four for information regarding insurance requirements.

Please see the following pages for a copy of ATG's Certificate of Insurance.





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. St. Louis MO Office 4220 Duncan Avenue Suite 401 St Louis MO 63110 USA	CONTACT NAME: PHONE (A.C. No. Ext): (866) 283-7122 FAX (A.C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Advanced Technologies Group, LLC 1601 48th Street, suite 220 West Des Moines IA 50266 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Insurance Corporation		42404
	INSURER B: Liberty Mutual Fire Ins Co		23035
	INSURER C: LM Insurance Corporation		33600
	INSURER D:		
	INSURER E:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570085007627** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBJECT	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EB2651291759060 SIR applies per policy terms & conditions	12/01/2020	12/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-651-291759-070	12/01/2020	12/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			TH7651291759090	12/01/2020	12/01/2021	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OF FICHERMEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WC5651291759040	12/01/2020	12/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570085007627

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
State of Nebraska is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policy.
The General Liability and Automobile Liability evidenced herein is primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER Nebraska Department of Correctional Services Diane Poppert, Purchasing 801 West Prospector Place, Building #1 Lincoln NE 68522 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc</i>
--	--

ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: 570000069604

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Advanced Technologies Group, LLC	
POLICY NUMBER See Certificate Number: 570085007627		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570085007627	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Description of Operations / Locations / Vehicles:
A Waiver of Subrogation is granted in favor of The State of Nebraska in accordance with the policy provisions of the Workers Compensation policy.

ACORD 101 (2008/01)

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J. ANTITRUST

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

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.

ATG Response: ATG has read, understands and will adhere.

K. CONFLICT OF INTEREST

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

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

ATG Response: ATG has read, understands and will adhere.

L. STATE PROPERTY

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

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.

ATG Response: ATG has read, understands and will adhere.





M. SITE RULES AND REGULATIONS

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

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.

NDCS SECURITY

1. CONTRACTOR'S personnel shall be subject to Nebraska Department of Correctional Services' (NDCS) background security checks prior to their arrival on site, and will carry proper identification with them at all times while on facility grounds.
2. CONTRACTOR shall make its employees aware of the provisions of Neb. Rev. Stat. § 28-322.01, which state that a person commits the offense of sexual abuse of an inmate or parolee if such person subjects an inmate or parolee to sexual penetration or sexual contact, because an inmate or parolee is not legally capable of giving consent to any such relationship. Neb. Rev. Stat. § 28-322 states that individuals "working under contract with the department" are included in the list of persons prohibited from having sexual relations with one or more of NDCS' inmates. CONTRACTOR will promptly notify NDCS if allegations of sexual abuse or contact become known.
3. CONTRACTOR shall make his/her employees aware of the Nebraska Department of Correctional Services, Policy 112.31 (Code of Ethics and Conduct), Attachment B. After contract award, CONTRACTOR may be required to sign and return documentation showing receipt of NDCS Policy 112.31 (Code of Ethics and Conduct).
4. CONTRACTOR shall inform his/her personnel of the Nebraska Department of Correctional Services Tobacco Policy, which states that tobacco and tobacco-related products are contraband and must not be carried into any NDCS-owned or controlled property. Such products must remain in CONTRACTOR'S locked vehicle while on NDCS-owned or controlled property.
5. CONTRACTOR and his/her personnel may be subject to pat searches and tool inventory upon arrival and departure from NDCS facilities.
6. Wireless devices and/or cellular phones are prohibited at NDCS facilities unless prior approval is given. If wireless devices are necessary for use on site at NDCS, CONTRACTOR will seek prior approval to carry such devices by requesting the Cellular Device Institutional Use Report form. All persons are prohibited from providing a cellphone/electronic communication device to an inmate of any facility, per NDCS Policy Directive 104.06.

ATG Response: ATG has read, understands and will adhere.

N. ADVERTISING

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

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 goods or 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.

ATG Response: ATG has read, understands and will adhere.





O. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.pdf> 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.

ATG Response: ATG has read, understands and will adhere.

P. DISASTER RECOVERY/BACK UP PLAN

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

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 delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

ATG Response: ATG has read, understands and will adhere.

Upon request of the State, ATG will provide a copy of a current Disaster Recovery/Back Up Plan.

Q. DRUG POLICY

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

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.

ATG Response: ATG has read, understands and will adhere.

R. WARRANTY

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

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance





of the service, perform the services again, at no cost to the State or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

ATG Response: ATG has read, understands and will adhere.





SECTION IV - PAYMENT

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

ATG Response: ATG has read, understands and will adhere.

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

ATG Response: ATG has read, understands and will adhere.

C. INVOICES

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

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

Itemized invoices shall be submitted to:

Invoices To: NE Department of Correctional Services
Accounts Payable
P.O. Box 94661
Lincoln, NE 68509-4661
Accounts Payable Contact: (402) 479-5715
Invoices may be emailed to: DCS.AccountsPayable@nebraska.gov

ATG Response: ATG has read, understands and will adhere.

D. INSPECTION AND APPROVAL

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





Final inspection, acceptance and approval of all work, including integrations, required under the contract shall be performed by the designated State officials.

ATG Response: ATG has read, understands and will adhere.

E. PAYMENT (Statutory)

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

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). 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 goods and 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.

ATG Response: ATG has read, understands and will adhere.

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).

ATG Response: ATG has read, understands and will adhere.

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

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.

ATG Response: ATG has read, understands and will adhere.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (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. (Neb. Rev. Stat. §84-304 et seq.) 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.





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

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 two (2) percent (2%) 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 (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

ATG Response: ATG has read, understands and will adhere.





SECTION V – PROJECT DESCRIPTION/SCOPE OF WORK

V. PROJECT DESCRIPTION AND SCOPE OF WORK

The contractor should provide the following information in response to this solicitation.

A. PROJECT OVERVIEW – PURPOSE AND OBJECTIVE

The Nebraska Department of Correctional Services (NDCS), Cornhusker State Industries (CSI) is seeking proposals to install a canteen and inventory system (Canteen System) to enable the incarcerated population to place canteen orders. Orders will be packaged and fulfilled by a centralized correctional industry operation using the Canteen System.

ATG Response: ATG has read and understands.

B. BACKGROUND

NDCS currently utilizes multiple contracts for the purchase of canteen items from qualified vendors. NDCS intends to procure a Canteen System independent of the procurement of canteen inventory items. Current canteens operate largely independently across ten (10) NDCS facilities, as listed below

Lincoln Correctional Center (LCC)
3216 West Van Dorn Street
Lincoln, NE 68522

Nebraska State Penitentiary (NSP)
4201 S. 14th Street
Lincoln, NE 68502

Community Correctional Center – Lincoln (CCC-L)
2720 West Van Dorn Street
Lincoln, NE 68522

Omaha Correctional Center (OCC)
2323 E Avenue J
Omaha, NE 68110

Community Correctional Center – Omaha (CCC-O)
2320 E Avenue J
Omaha, NE 68110

Nebraska Correctional Youth Facility (NCYF)
2610 N. 20th Street East
Omaha, NE 68110

Tecumseh State Correctional Institution (TSCI)
2725 N. Hwy 50
Tecumseh, NE 68450

Nebraska Correctional Center for Women (NCCW)
1107 Recharge Road
York, NE 68467

Work Ethic Camp (WEC)
2309 N Hwy 83
McCook, NE 69001

The new Canteen System will be a significant resource in standardizing canteen operations. The Canteen System will require integration to existing NDCS systems. Several inmate management functions, including canteen are





currently processed in mainframe databases. Subsequent to the upgrade of the Canteen System, additional functions will be evaluated for modernization. An optional section has been included in the RFP to collect information for future improvements.

NDCS inmates are not permitted to have access to the Internet. The Canteen System will provide secure inmate access for ordering and inventory functions. Any network or computer-related security risks will be sufficiently mitigated. Existing devices offer possibility for placing individual inmate orders. Currently inmates are provided GTL tablets for telephone functions and JPay tablets for media.

ATG Response: ATG has read and understands.

C. PROJECT ENVIRONMENT AND CURRENT TRANSACTIONAL INFORMATION

For calendar year 2019, the NDCS average daily incarcerated population was 5661 people across ten (10) institutions statewide. Canteen annual gross sales are approximately \$5,000,000. Each inmate will have the opportunity to place one canteen order per week unless restricted by living location or disciplinary sanctions. Ordering deadlines will be assigned for each facility. Approximately 500 items are currently offered as stocked canteen items with additional items available as direct orders.

ATG Response: ATG has read and understands.

D. CURRENT SYSTEMS AND INTEGRATION

Please see the table below and information that follows for current systems and notes about integration.

	Current Environment & Systems	Relationship to a new Canteen System
1.	Correctional Tracking System (CTS)	Interface with new Canteen System as necessary. Would provide inmate location data.
2.	CIT (Accounting System used for both Inmate Accounting and Canteens)	New Canteen System will replace canteen functions. In the long-term, Inmate Accounting functions will be modernized.
3.	OBIEE	Internal query function
4.	NiCAMS (SQL Server) NE Inmate Case Management System	NiCAMS remains as is. In the long-term, CTS would be converted into NiCAMS.
5.	JPay	Inmate media, email and photo system. Inmate account balance is available on facility kiosks.
6.	GTL	Inmate phone use. Interface between GTL and new Canteen System required for the purchase of Phone Time.
7.	US Bank	Community custody level inmates use debit card File transfers must occur between NDCS system and US Bank. Would be involved in future accounting modernization, not expected to be required for Canteen System.
8.	PFC-Payroll & Financial Center	State of Nebraska ERP system for purchasing, accounting, inventory, manufacturing and sales functions. Available, but not expected to be integrated. NDCS anticipates some additional or duplicated processing (by NDCS employees) will be required to maintain required inventory and financial practices.





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ATG Response: ATG has read and understands.

Additional detail concerning the primary applications that support Inmate Case Management and Inmate Accounting include:

1. **CTS – Corrections Tracking System:** This application is the oldest application and was rewritten on a relational database on the mainframe around the year 2000. This version runs on DB2/CICS today and is the initial ‘starting point’ for entry of an inmate. CTS is not under consideration for replacement. Any new system would be required to integrate with CTS.
2. **CIT – Corrections Information and Tracking system (CIT):** This system was developed and then implemented on May 1, 1997. This system is crucial to the stability of maintaining accurate financial records for the inmate population. CIT is tightly integrated with, and highly dependent on, CTS. Inmates are not entered in CIT, they are entered in CTS and passed to CIT, which currently triggers all Inmate Accounts to be set up. This is a mainframe system that has reporting limitations from the start of the system. Certain reports and data can only be obtained through Structured Query Language (SQL) which runs against the live production system. Since being developed almost 20 years ago, the advancement of technology and platforms has given us the opportunity to develop a more efficient, effective and supportable application.

*NOTE: Canteen functionality is considered to be part of the CIT system. We are looking to replace that functionality in CIT.

- 3.. **An Oracle Business Intelligence and Reporting product (OBIEE)** that runs on the web platform is used for all the majority of NDCS’s reporting. Extensive dashboards of canned reports spanning a half a dozen business areas have been built in this tool. It also is used for ad hoc reporting as well. In order to include data that originates on the mainframe (in DB2), that data must be passed down to SQL Server tables.

The three systems are tightly dependent on each other, but require nightly downloads from the mainframe to the SQL Server platform to keep them synchronized. As a result, data that originates on the mainframe could be 24 hours behind when viewed from the NICaMS screens or when reported on through OBIEE.

In 2010, all Adult Parole data NDCS moved off the mainframe into NICaMS, to a subsystem called PIMS. Then in March of 2015, the first large-scale effort to move significant modules from CTS on the mainframe to NICaMS was initiated. That project – the Sentence Calculation Rewrite Project (SCRP) moved all inmate sentence calculation functions from the mainframe to NICaMS. This NICaMS subsystem went live on 9/24/2016.

What remains on the mainframe are portions of CTS and all of CIT. The admission process and all inmate movement tracking remain in CTS and will eventually need to be moved to NICaMS.

4. **NICaMS (previously ‘Websuite’)** – the Nebraska Inmate Case Management System (NICaMS) was developed to replace applications developed by NDCS on the IBMs VM platform that was being ‘sunsetting’. These applications are web-based, written in Java and use a SQL-Server back-end. As this platform is more flexible, accessible and maintainable, all new application development was to be done on this platform. The platform has grown to over 200 screens and subsystems. Sentence Calculation was moved from CTS to NICaMS in 2016.



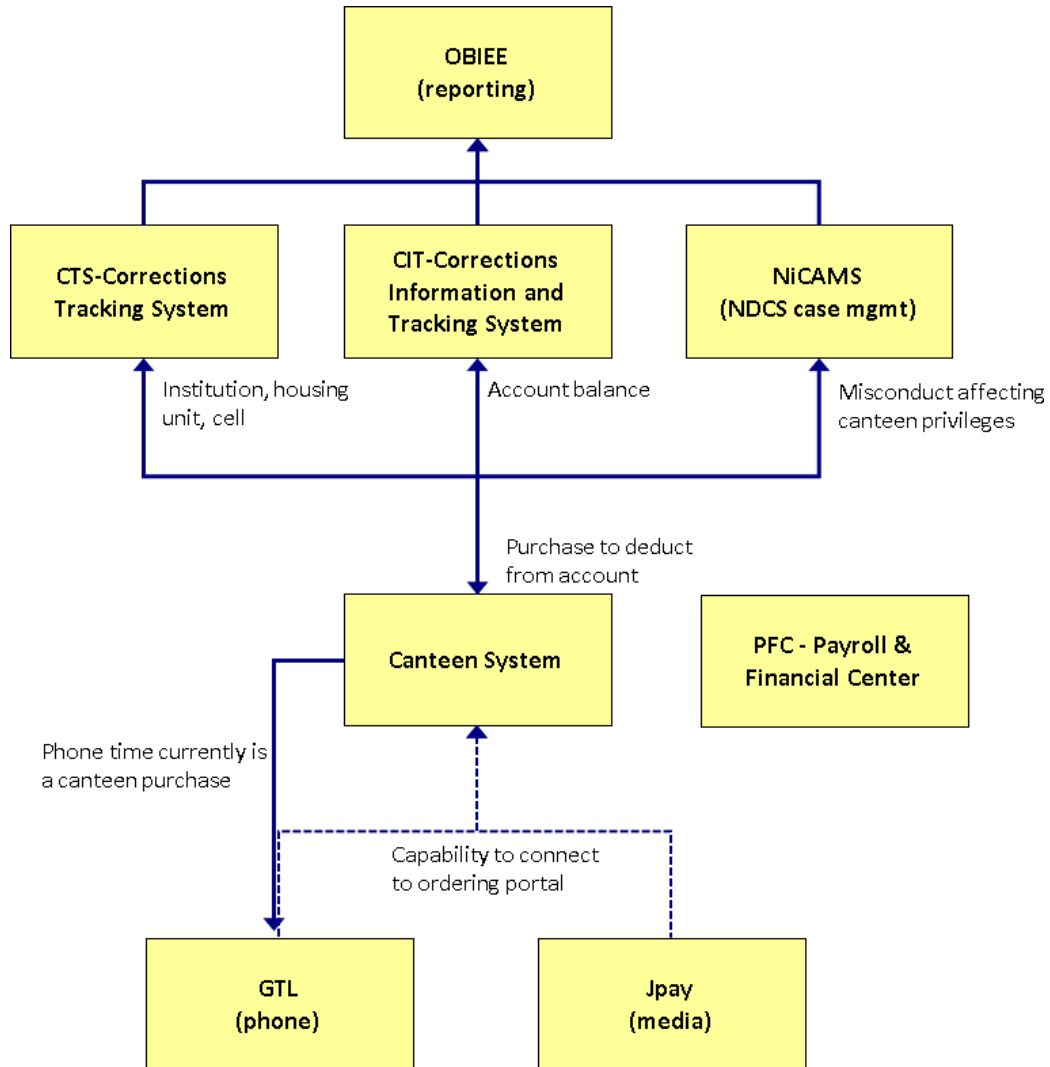


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ATG Response: ATG has read and understands.

E. EXPECTED INTEGRATIONS

The following diagram summarizes expected integrations required for the new Canteen System.



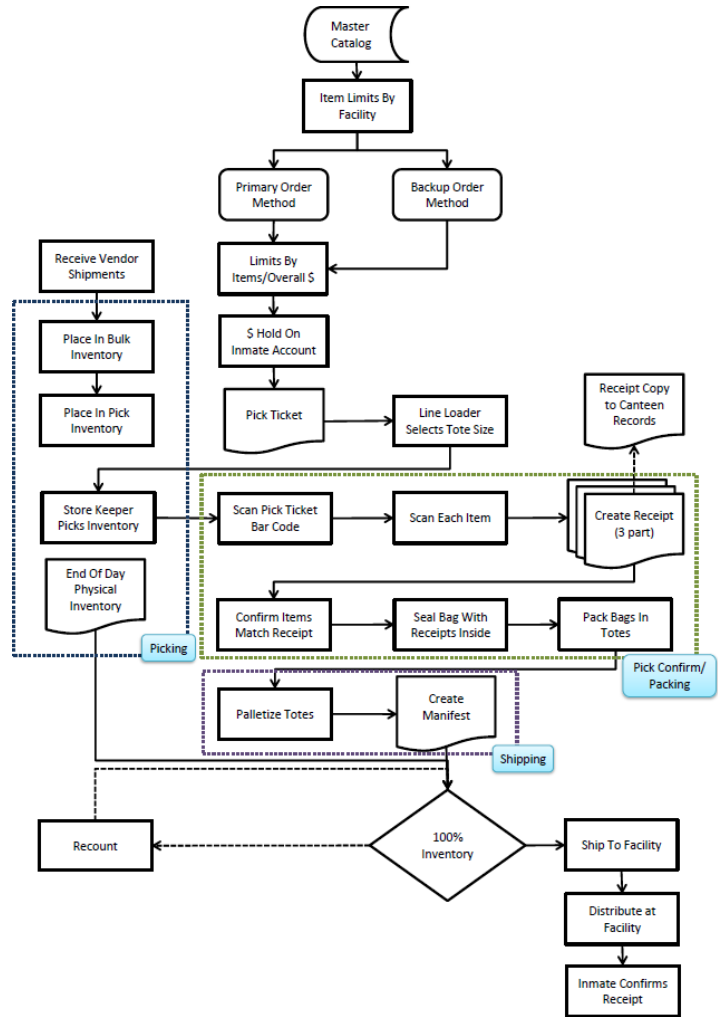


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ATG Response: ATG has read and understands.

F. PROPOSED PROCESS

The following is a flow chart of the proposed process for operation of the NDCS consolidated canteen. It is included to be informative of our planned operational needs affected by the Canteen System. Refer to the technical requirements for actual required functionality.



ATG Response: ATG has read and understands.





G. BUSINESS REQUIREMENTS

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

ATG Response: ATG has read and understands.

H. SCOPE OF WORK

To obtain a canteen inventory and sales platform and all required integrations with existing NDCS platforms necessary to allow a centralized canteen operation to make sales, track inventory, and functionality as described within Technical Requirements.

ATG Response: ATG has read and understands.

I. WORK PLAN – SCHEDULE OF SOFTWARE AND EQUIPMENT

Vendor will provide software and equipment to meet technical requirements. Canteen System software will either be cloud based and hosted by the vendor or installed on site on a virtual server on State of Nebraska equipment. Indicate for the proposed solution:

ATG Response: ATG has read, understands and will adhere.

Please see the following responses.

Cloud Based	On Site	If Cloud Based, Describe Data Backup & Recovery
X		<p>ATG system is hosted in a SAF-70 secure data center located in Altoona, Iowa with fully redundant power, cooling and network connectivity. Within this data center, the servers hosting the proposed system are fully redundant; the redundant servers share no common hardware.</p> <p>The data is in near real-time replicated to second data center in West Des Moines, IA.</p> <p>Onsite ATG proposes to install client devices (staff workstations, POS stations for inmates) and one server whose responsibility is to distribute patches and locally enforce Active Directory based security.</p>

At a minimum the following equipment is required. If additional equipment is provided as part of the proposed solution (no additional cost) or additional optional equipment is available for purchase, include below.

Item	Description	Quantity Provided
Check out stations	Bar code scanner(s), monitor and functional hardware to efficiently confirm order picking in a standard 8-10 hour work day; largest daily volume will be 1300 person facility	<p>Proposal includes 5 POS stations which is comprised of a: lockdown Windows 10 PC, 19" monitor, laser printer and high-speed laser UPC scanner.</p> <p>Based on past experience, 3 workstations will be sufficient to handle the 1300 workload over an 8 hour period.</p>
Staff PCs	Computer used by NDCS Staff for order processing	Proposal includes two staff workstations plus one networkable laser printer and one USB-based UPC scanner. This equipment is used by staff for overseeing operations, and generating the necessary pick tickets, purchase orders and receivers.





Inmate PCs	Computer device used by inmate clerk for order processing	We propose to use the POS stations (while not being used for point of sale activity) to be used to enter orders for inmate orders who can't use the normal electronic processes. The worker-inmate entering the orders will simply enter orders, and will be given zero feedback about the target inmate's account.
Additional Equipment Provided		
Optional Equipment Available	Handheld Android devices with built-in UPC scanner to facilitate receiving and physical inventory process.	None are provided in this proposal.

J. TECHNICAL REQUIREMENTS

Each item below is considered a mandatory requirement and requires marking the **Yes** or **No** box or providing a narrative explanation in the **Other** box. A **No** response or a **non-response** on any requested specification may cause the answer to be considered non-responsive.

Where a requirement asks the Bidder to **describe** the system's functionality in additional detail, use the **Describe/Bidder Response** field to respond. Lack of **Describe/Bidder Response** on any requested specification may cause the answer to be considered non-responsive.

Order Process

1. Describe how the bidder's Canteen System is able to create a weekly order schedule by institution and optionally by institution & housing unit. Each institution would be scheduled for a pick date. Prior to the pick date, an order deadline determines which orders are included in the picking. (eg. NSP order deadline Monday 11:59 pm, NSP orders picked Wednesday)

ATG Response: ATG has read, understands and will adhere.

Yes	No	Other
X		
<p>Describe/Bidder Response:</p> <p>The system supports weekly order schedule by institution. Using system's maintenance screens, user enters day-of-week each institution's orders are pulled. The institution pull date is automatically communicated to the order request screen on the kiosk/tablet so the inmate will know the date their order will be pulled and their money held.</p> <p>This maintenance screen caters for holidays and special circumstances by allowing the user to override a particular pull date. Due to this pull date being communicated to the inmate order request screen this date must be changed at least two weeks in the future in order to provide the inmate fair warning on any change from the normal pull procedures.</p> <p>Once the money is held and the pick tickets created, CSI controls actual date/time to fulfill orders. The pick tickets can be printed and filled at any time after the money is held.</p>		

2. Describe how bidder's system can limit orders by total dollar amount of purchase.





ATG Response: ATG has read, understands and will adhere.

Yes	No	Other
X		
<p>Describe/Bidder Response:</p> <p>System’s maintenance screens offer multiple ways to limit the maximum order amount per sale which are imposed every time an order is evaluated – when order request is entered by the inmate, when order is first evaluated to determine the amount of money to hold and the pick ticket is created, and finally when the order is fulfilled.</p> <ul style="list-style-type: none"> • Maximum Amount per Sale Limit <ul style="list-style-type: none"> ○ This dollar limit is the maximum amount that a sale is not allowed to go over. • Institution Spending Limit <ul style="list-style-type: none"> ○ An institution spending limit sets the total value of “validation” items (items that count toward institution spending limit) in a given sale. Item maintenance screen provides mechanism to set the “Spending Limit Validation” flag. • Emergency Spending Limit <ul style="list-style-type: none"> ○ This is a temporary dollar amount restriction for the spending limit that an order cannot exceed. If for some reason NDCS wants to restrict all sales for a short duration to not go over a certain amount of spending limit sales then they would use this restriction. As with the institution spending limit, only items flagged as “Spending Limit Validation” are affected by this limit. • Property Amount Per Sale Limit <ul style="list-style-type: none"> ○ Spending limit for items identified on the item maintenance screen as “Property Items.” These items are not affected by the Spending Limit restrictions. 		

3. Currently NDCS restricts some items at certain institutions and uses quantity limits for certain categories of items (e.g. limited to ordering 5 bags of chips or less). Describe the Canteen System’s ability to restrict item selection and quantities.

ATG Response: ATG has read, understands and will adhere.

Yes	No	Other
X		
<p>Describe/Bidder Response:</p> <p>System supports this functionality through item configuration and the management of restriction lists using the appropriate screens. The system allows the admin staff to create restriction lists.</p> <p>There are two types of restriction lists:</p> <ul style="list-style-type: none"> • Limited (specifying the max quantity allowed for named items) and • Permitted (specifying quantity allowed for the permitted items – any item not on this list is by definition disallowed). <p>The offenders can be assigned to any combination of these restriction lists and the system automatically computes an offenders effective list which is evaluated at multiple junctures – order request, encumbrance process and order fulfillment.</p>		





4. NDCS may find it necessary to restrict canteen purchases by facility, housing unit, individual misconduct sanctions, and/or other restrictions. Describe the proposed Canteen System's ability to support the following:

ATG Response: ATG has read, understands and will adhere.

Restriction Type	Describe/Bidder Response
Facility	The system allows restrictions to be entered for a facility by restricting items for each housing unit at that facility. Please see details described in "Housing unit" section below.
Housing Unit	<p>The system allows restrictions to be entered for each housing unit. In our application each inmate is automatically tied to the appropriate housing unit restriction list.</p> <p>The user can easily go to a particular list to restrict/allow any items for a particular housing unit by bringing up that list and restricting the quantity allowed for purchase. We also make it easy to restrict items by allowing the user to add all items for a particular category to the list with one click.</p> <p>If an inmate moves from one housing unit to another, the inmates restriction list will automatically change based on the new housing unit.</p>
Misconduct Sanctions	<p>The system supports separate restrictions to be entered for other misconduct sanctions. In addition to the automatically assigned restriction lists, inmates can be placed on a manual restriction list which controls the item and quantity that the inmate is allowed.</p> <p>When manually assigning an inmate to a restriction list, user can set a start date and end date, or just a start date and leave the end date empty for an on-going restriction.</p> <p>As mentioned before, the system automatically computes the most restrictive value of the various assigned lists.</p>
Other	<p>The systems flexibility in supporting manual restrictions allows restrictions to be entered for any other miscellaneous reasons (like Gender, etc.) in addition to those listed above.</p> <p>Besides category-based restriction or tying an inmate to a restriction list the system also supports monthly period (30-days) limits. In this way it is possible to restrict the purchase of a certain item to a user defined quantity over the past 30 days which can be useful if trying to restrict the quantity purchase of ibuprofen or other items you do not wish the inmate to amass large quantities of in a short amount of time.</p>

5. Please describe how the proposed system would accommodate inmate orders being entered and transmitted electronically using **existing NDCS infrastructure** (tablets, kiosks or phones). If additional infrastructure is required, please describe in "Other" box. The successful vendor must be able to coordinate and work with existing NDCS contractors (kiosk, tablet, etc.) Please describe in detail below how this would be accomplished by your team.

ATG Response: ATG has read, understands and will adhere.

Yes	No	Other
X		
<p>Describe/Bidder Response:</p> <p>The solution includes a commissary ordering portal that allows inmates to order commissary goods through a specially designed website that can be accessed from any web-enabled platform including kiosks or tablets. These requests are automatically processed on their assigned day of the week and converted into pick tickets.</p> <p>The ordering screen allows the inmate to place a commissary order while following all the balance and</p>		





quantity restrictions that are enforced by the system. On a predefined day of the week as defined during the implementation, the order request will be automatically processed and converted into a pick ticket. Once the order has been processed order request screen will be cleared out, and the inmate will be able to begin placing his/her request for the next week.

The system also has the ability to support orders through the phone system, although the specifics of the interface would need to be discussed and developed with the telephony vendor.

6. How does the proposed accommodate establish a secondary or backup method that can be used for individuals who do not have access to an ordering device (tablet, kiosk or phone)? Describe the backup method below and steps to process orders using the backup method.

ATG Response: ATG has read, understands and will adhere.

Yes	No	Other
X		
Describe/Bidder Response:		
<p>We have already committed to providing website for ordering via kiosk and tablet, as well as interface for phone ordering.</p> <p>System allows the import of a file in a predefined format to process order requests. Item validations checks are performed when pick tickets are generated.</p> <p>The system also includes a report designed to be used as a shopping list form which can be printed and given to an inmate. These forms can then be returned to the warehouse where a user will enter these orders into the system at which point they will go through the nightly encumbrance process just like a normal order.</p>		

7. The Canteen System will be integrated to the NDCS CIT system to place a hold on the individual's account. Does the proposed system have an automated process to confirm sufficient funds are available for the requested order? Please describe the process when sufficient funds are not available to accept the entire order. Describe whether the entire order is rejected or if the system can prioritize items. For example, if sufficient funds were available to pay for high priority (personal hygiene) items, can they be accepted and lower priority items causing insufficient funds be rejected?

ATG Response: ATG has read, understands and will adhere.

Yes	No	Other
X		
Describe/Bidder Response:		
<p>The proposed system includes a full inmate trust and restitution accounting system which supports both real-time and batch interface with commissary operations. Based on the implementation the system performs the balance checks every time an order is evaluated – order request, order processing and fulfillment.</p> <p>The order processing creates a hold and the hold is released once the order has been fulfilled and the actual same amount is expensed.</p> <p>The system will enforce NDCS’s rules for situations where an inmate does not have sufficient funds – it supports zeroing the order, filling as much as possible using priority assigned to each item category. Within a category, items are filled in order they were entered by inmate.</p>		





8. Describe how the Canteen System will be integrated to the NDCS CIT system to decrement the individual's account at the point when the order is finalized.

ATG Response: ATG has read, understands and will adhere.

Yes	No	Other
X		
Describe/Bidder Response:		
The system is fully integrated with the banking system to automatically release the hold placed at time of pick ticket generation and expense the order; decrementing inmate account once the order is sold.		

9. Describe if the Canteen System includes functionality for dealing with backorders in the event an item is out of stock. Not allowing items to be backordered is acceptable provided the system can identify back orders and provide reporting or alerts on items that could not be filled. Please describe how back orders can be handled in your system and how staff can be alerted to item shortages. Also, indicate if the Canteen System has capability for substitute items if a requested item is not available.

ATG Response: ATG has read, understands and will adhere.

Yes	No	Other
X		
Describe/Bidder Response:		
The system does not allow items that the inmate did not order to be sold to the inmate, only items actually requested by the inmate can be sold to the inmate through the sales screen. This minimizes returns/refunds if the inmate is substituted something they did not want, cannot have due to dietary or religious reasons, or are on restriction lists.		
If an item is out of stock and therefore cannot be picked, then the receipt will note that the particular item requested on the order was not able to be fulfilled due to the item being out of stock and the inmate will not be charged for the amount of that item requested. The inmate would then need to request the same or a different item on the next order request because the money was not being held any longer and would need to be re-requested.		
The system provides multiple reports which show items low or out of stock. Additionally the system purchase order screen includes a sophisticated algorithm that recommends order quantity based on run rates, lead time, and shelf quantity which minimizes the likelihood of an item being out of stock.		

10. Describe how the Canteen System produces a pick ticket and how the Canteen System protects the individual identities until after the order has been picked.

ATG Response: ATG has read, understands and will adhere.

Yes	No	Other
X		
Describe/Bidder Response:		
The canteen system makes sure that when the pick ticket is produced that there is no inmate identifying information displayed on the pick ticket, including name or balance.		





Each pick ticket is assigned a unique ID number which is displayed in both human readable and barcode format. Pick ticket does not display institution, housing unit or inmate identity.

The pick ticket lists only those items and quantity that are authorized (restriction lists) and purchasable (available funds) for given inmate. Items are printed in order of how picking is done in the warehouse. All of these eliminate possibility to using a mechanism to embed inmate id by entering items in a particular order.

Similarly the sales screen does not display any inmate identifying information. Only after the sale is completed will the system print the receipt which displays the inmate name and housing information required for delivery purposes.

- Describe how the printed pick ticket can be grouped by product type, commodity code or inventory location to correspond with how items are physically stored.

ATG Response: ATG has read, understands and will adhere.

Yes	No	Other
X		
Describe/Bidder Response:		
The printed pick ticket is grouped by store number, as assigned by the user through a maintenance screen.		
Each item is assigned to a particular “store” on the Item Maintenance screen. When the pick ticket prints it then prints in order of the store that the item is tied to.		
The user can also run inventory reports based off the store number.		

- All bar coded items are electronically scanned to confirm picking. Small items that are not bar coded (e.g. pencils) can be hand keyed to confirm picking. A suitable number of scanners are provided to support processing orders in an 8-10 hour work day. The largest facility planned to be picked in one day currently houses approximately 1300 people. Please describe below how many scanners are included and the estimated number of daily orders that could be processed.

ATG Response: ATG has read, understands and will adhere.

Yes	No	Other
X		
Describe/Bidder Response:		
In order to support an order size of 1300 orders in an 8 hour work day we are proposing 5 sales stations each with an attached scanner and laser printer.		
The sales station allows the user to manually type in the item alias number in case the item does not have a barcode.		

- Describe how the Canteen System verifies that items scanned match pick ticket. Describe how the rework process is triggered if items were incorrectly picked.

ATG Response: ATG has read, understands and will adhere.

Yes	No	Other
X		





Describe/Bidder Response:

The system requires that the only items allowed to be scanned on the sales screen are those items which are on the pick ticket.

The sales process only allows sales for items that are on the pick ticket for the quantity specified as the fill quantity on the pick ticket. Each item should be scanned at the sales station. If an item is scanned that is not on the pick ticket a flashing message is displayed that the item scanned is not allowed. Similarly if the item scanned would put the quantity sold over the allowed fill quantity then a flashing message is displayed to the user.

When the user is done scanning items and “saves” the sale, the system will verify if all items from the pick ticket have been scanned. If there are items on the pick ticket that were not sold the system will display a message with the items which were not sold and will prompt the user with a message box verifying the same.

- 14. Describe how the Canteen System creates a paper and/or electronic receipt that can be used to confirm that all items have been delivered when distributing to the individual who placed the order.

ATG Response: ATG has read, understands and will adhere.

Yes	No	Other
X		

Describe/Bidder Response:

The canteen system creates a paper receipt with 3 copies upon saving the inmate sale. The receipt given to the offender will list all items originally requested by the inmate along with the quantity requested and quantity sold. In any case where the quantity requested was more than the quantity sold, the receipt will show a message as to the reason that particular item was not completely fulfilled (insufficient funds, out of stock, restriction list violation, etc.)

The receipt also contains a signature line for the inmate to sign which the deliverer will then return for recordkeeping purposes.

Supporting an electronic receipt process is also possible, however that will require additional hardware for staff to carry and protect during delivery processes. Our experience at other agencies has shown that the electronic process deters efficiencies available with paper process without adding any material security advantage.

- 15. Describe how the Canteen system creates a manifest for orders to be shipped on daily truck(s).

ATG Response: ATG has read, understands and will adhere.

Yes	No	Other
X		

Describe/Bidder Response:

The system includes a manifest report which list all sales done for a particular institution on a given day including inmate number, housing information, pick ticket number, and sale amount. ATG will customize this report to meet NDCS’s requirements.

- 16. Describe how the Canteen system processes product returns for inmate orders.

ATG Response: ATG has read, understands and will adhere.





Yes	No	Other
X		
<p>Describe/Bidder Response:</p> <p>The system has a dedicated sales returns screen for any product returns. They simply enter/scan the pick ticket number and the screen lists all items sold for the given pick ticket. The user can then choose to “Return Everything” by one button click, or the user can choose to return particular items on a case by case basis.</p> <p>The system tracks all returns for each pick ticket, so the user cannot return more for a particular pick ticket than was originally sold, even across multiple returns for the same pick ticket.</p> <p>On save the amount of the return sale is automatically credited to inmate’s balance in the banking system.</p>		

Item Master/Costing/Pricing Functionality

17. Describe how the Canteen System creates and stores item master data.

ATG Response: ATG has read, understands and will adhere.

Yes	No	Other
X		
<p>Describe/Bidder Response:</p> <p>Item master data is managed by users system’s maintenance screens. When creating an item the user will provides the</p> <ul style="list-style-type: none"> • item number (the UPC or scannable number), • item description, • DOC Number (the 4 digit item number displayed during the ordering process), • item department, • item category, • markup, • store number, • vendor, • lead time and shelf quantity, • taxable flag, • spending limit validation flag, • quantity prompt flag (for use on the sales screen to just scan one item and then manually enter the quantity sold), • item characteristics: kosher flag, halal flag, and gluten free flag. <p>The user can also choose a picture for each item that is displayed on the kiosk to facilitate inmate ordering. The user can either upload a picture to use, or can also choose an existing image if one of the other agencies using our system has already uploaded a picture for an item with the same UPC.</p> <p>The user can then edit, inactivate, and add new items as needed using this screen. An item can only be inactivated if there is no more inventory tied to it and it is not included on any outstanding purchase orders.</p>		

18. Describe how Item master includes defining a unique item number.

ATG Response: ATG has read, understands and will adhere.





Yes	No	Other
X		
Describe/Bidder Response: <p>The system requires a unique item number, typically the item UPC. This is the number that is used throughout the application to retrieve information about that particular item.</p> <p>There is also a DOC number for the item which is a four digit number that is used during the ordering process. The DOC number enforces uniqueness across active items.</p>		

19. Describe how the Canteen System's Item master includes one or more commodity codes, category codes or general ledger codes that can be used to classify the item type. Examples of current commodity code descriptions: food, beverages, school supplies, personal hygiene, dental, beauty. Briefly describe commodity code, category code or general ledger code functionality that could be used for this purpose.

ATG Response: ATG has read, understands and will adhere.

Yes	No	Other
X		
Describe/Bidder Response: <p>Items in the system can be classified and grouped together by use of a multi-level system of departments and categories.</p> <p>The system requires an item to be tied to a department, which is then broken down further into categories. An example of this would be a department of Food, with categories of Candy, Soup, Chips, etc.</p> <p>The categories are used for multiple reasons. The inmate can search by department or category when ordering. This makes it much easier to find an item amongst a large list of available items. Restrictions can also be set for a category, so for instance if you want you can set the application to only allow an inmate to purchase 5 chips per sale. Categories are also used to set ordering priority level. For instance, all items under category Hygiene may be given priority 1 so they are always filled first in the order, while Candy may be given a lower priority so those will only get filled if the inmate has enough available balance for higher priority items.</p>		

20. Describe how the Canteen System applies markup. For example, are Commodity codes, category codes or general ledger codes used to determine item pricing (e.g. personal hygiene marked up 2%, beauty marked up 10%)

ATG Response: ATG has read, understands and will adhere.

Yes	No	Other
X		
Describe/Bidder Response: <p>The canteen system applies markup on a per-item basis and allows either direct pricing or markup.</p> <ul style="list-style-type: none"> • Direct Pricing: User sets price and updates it on a pre-determined scheduled with a start/end date for price. This is better option for bag-n-deliver as it guarantees the price is unchanged between inmate ordering, pick ticket generation and actual sale on POS station. Allows staff to enter future pricing in advance. • Markup is set on a per-item basis based on the last received cost for the item. This option is not recommended for bag-n-deliver operations because price can potentially change every time inventory is received. 		





21. Can the Canteen System Item numbers cross-reference to UPC codes? Describe.

ATG Response: ATG has read, understands and will adhere.

Yes	No	Other
X		
Describe/Bidder Response: <p>Yes, in addition to UPC code (primary item number for all inventory related activity) for each item system also has a "DOC number" which is unique across all active items and is used by the tablet/kiosk for ordering.</p> <p>This DOC number differs from the item number (UPC) in that it is only 4 characters long. The inmate orders using "DOC number"</p>		

Inventory Functions

22. Describe how the Canteen System maintains real time perpetual inventory levels.

ATG Response: ATG has read, understands and will adhere.

Yes	No	Other
X		
Describe/Bidder Response: <p>The canteen system functions entirely using real time inventory.</p> <p>Items are brought into the system through the receiving process which updates inventory in real-time.</p> <p>Similarly, inventory is reduced in real time during the sales process.</p> <p>To address spoilage/breakage/count discrepancies system has inventory adjustment screens which similarly update inventory in real-time.</p> <p>Any time a report is run out of the system it will display the inventory as of that current moment in real time.</p>		

23. Describe how NDCS Inventory can be stored/accounted for by institution/business unit or location (eg. Tecumseh State Correctional Institution).

ATG Response: ATG has read, understands and will adhere.

Yes	No	Other
X		
Describe/Bidder Response: <p>The system tracks inventory to named inventory locations. In a central canteen system, the main inventory location is central warehouse. The user can also set up secondary inventory locations, in this case one for each institution or business unit. The inventory in these inventory locations can then be reported on just as it would be in the main central warehouse.</p> <p>We are committed to making the following changes to support this requirement.</p> <p>The items will still be received at the central warehouse. The user can then assign the inventory of the "remote delivery" items to the appropriate location using the systems Inventory Movement screen.</p>		





The users will have the ability to flag certain item as “Local Delivery” using the system’s Item Maintenance screen which will affect how the item is processed during the sales process.

- a) The printed pick ticket will not list “local delivery” items as they will not be filled in central warehouse.
- b) When the sale is finalized on POS station,
 - a. For non-local items on the order, system will continue to reduce inventory at the central warehouse.
 - b. For “local delivery” items on the order, inventory at inmate’s institution will be reduced for these items.
 - c. The “local delivery” items will be noted in a separate space on the inmate receipt clearly indicating they need to be picked locally.
 - d. System will also generate a separate report listing all local sales for a given inventory location for a given date. This report will be included in the shipment to the facility and given to the local store manager so they can distribute the goods as noted on the report.

24. Describe how within the business unit, inventory is stored by inventory sub-locations. At a minimum, inventory is stored with one tier of sub-locations (eg. Store 1, Store 2, etc). Preferably, inventory sub-locations would have multiple tiers (eg. Store 1, Bin 2, Row 1). Describe the levels of inventory sub-locations offered in your system.

ATG Response: ATG has read, understands and will adhere.

Yes	No	Other
X		
<p>Describe/Bidder Response:</p> <p>Inventory in our system is tracked to an inventory location level, and within that location there can be multiple “stores”. Every item is tied to one and only one store in a location.</p> <p>Items on printed pick tickets are list in order of “store” number to assist in the picking process.</p> <p>We intend to add two more optional field to Item Maintenance Screen which will enable staff to further track in item to a Row and Bin. Changes will also be made to the pick ticket and inventory reports to list these optional fields, and lines will be listed in appropriate order.</p>		

25. Describe how UPC bar codes can be electronically scanned for inventory transactions.

ATG Response: ATG has read, understands and will adhere.

Yes	No	Other
X		
<p>Describe/Bidder Response:</p> <p>UPC bar codes can be scanned on all of the screens in the system which take item numbers. This includes the Purchase Order, Receiver, Inventory Adjustment, Point of Sale, and Sales Returns screens.</p> <p>On the receiver screen the user can scan an item and it will automatically bring that item up and the user can then enter the quantity to receive. If the bulk item number is the number that was scanned the system will automatically multiply the number received by the bulk quantity to get to the number of “eaches” received.</p> <p>Similarly on the Inventory Adjustment screen the user can scan a UPC and the item will be brought up in the screen from which the user can then adjust the quantity up or down as needed. When utilizing the scanning functionality on the sales screen or sales return screen, each item scanned will be taken as a sold or returned item.</p>		





System does support handheld scanning functionality, but that hardware is not included in this proposal. If handheld *Personal Data Assistants* were used,

- User would first download all the receiver and/or inventory information onto the scanner.
- Then use the PDA's app to scan the items that were received or counted in inventory.
- When finished the user would upload the information from the PDA into the commissary system using commissary system's purpose-built screens.

26. Describe the Canteen System's cycle count and physical inventory functions.

ATG Response: ATG has read, understands and will adhere.

Yes	No	Other
X		
Describe/Bidder Response:		
The canteen system has a deceptively simple inventory process.		
<ul style="list-style-type: none"> • User prints a "blank" inventory report (for given location or store) which lists all active items (number and name) but not system inventory, and has a space to write down counted actual inventory. • Manager prints "full" inventory report which is formatted identically, but does list system inventory 		
Any discrepancies are easily visible and can be correction are entered using the Inventory Adjustment screen which requires adjustment reason.		

27. Describe how Cycle count and physical inventories functions can produce a blank count sheet that does not list inventory quantities for recording physical counts of on hand quantities.

ATG Response: ATG has read, understands and will adhere.

Yes	No	Other
X		
Describe/Bidder Response:		
The system includes this blank count sheet as a report called "Manual Inventory Worksheet" which is used during the inventory count. One copy of the report is printed with only the item number and description and has a blank spot for the total inventory count on which the counter will enter the manually hand counted quantity. The other copy of the report is printed with the actual system inventory counts so the user can then scan through the report to easily see which items are off and then either do a recount or use the inventory adjustment screen to adjust the inventory up or down.		

28. Describe how far Cycle count and physical inventories can be created in advance. When the count is ready to be entered, how can the count be reset to account for any inventory transactions that have occurred in the meantime?

ATG Response: ATG has read, understands and will adhere.

Yes	No	Other
X		
Describe/Bidder Response:		
This system allows inventory reports to be generated at any time since our system keeps track of inventory in		





real-time. All inventory reports would display the inventory as of the time the report is generated. Any sales or other inventory differences done since the report was generated would need to be manually adjusted.

29. Describe the Canteen System's inventory planning capabilities, including but not limited to, min/max quantities, safety stocks and reorder points.

ATG Response: ATG has read, understands and will adhere.

Yes	No	Other
X		
<p>Describe/Bidder Response:</p> <p>The system has inventory planning built in to the system. It includes the ability for the user to enter the number of weeks lead time required for an item to get to the inventory location after being ordered, as well as the number of weeks shelf quantity the inventory location has available to store the item. These two figures along with the calculated run-rate (average sales) allows the system to calculate when the item should be ordered and how much should be ordered.</p>		

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30. Describe how the creation of purchase order reports for inventory replenishment by an individual supplier is achieved.

For example, can each item be assigned a supplier number that drives the creation of purchase order reports for inventory replenishment based on inventory planning data (min,max, reorder points, etc.)?

ATG Response: ATG has read, understands and will adhere.

Yes	No	Other
X		
<p>Describe/Bidder Response:</p> <p>The purchase order screen automatically computes and recommends quantity to order based item's required shelf quantity and lead time (weeks), actual <u>recent</u> sales history and previous open purchase orders. User has ability to override the recommendation, however as most customers will attest that for non-seasonal items they always accepts the system's recommendation. As a result, purchase orders have optimal order quantity that minimizes capital required while still being able to fulfill all the commissary order requests.</p>		

31. Describe how the Canteen System flags expiration dates.

ATG Response: ATG has read, understands and will adhere.





Yes	No	Other
	X	
Describe/Bidder Response: The system does not currently track expiration dates of items. If an item expires then the inventory for that item can be manually adjusted down using the appropriate screen in the system.		

32. Describe the Canteen System's reporting for stock status, inventory turns, usage, vendor lead-time and other typical reports. Provide a list of all available reports & ad hoc reporting capability.

ATG Response: ATG has read, understands and will adhere.

Yes	No	Other
X		
Describe/Bidder Response: The system comes with many reports for both the sales and inventory side of the system. All reports are exportable to Microsoft Excel and also display as printable reports in the system. There are also transactional reports that print after saving data on certain screens. The reports listed below are the reports which can be recreated from the reports screens.		
Reports/ Reporting	Sales Reports <ul style="list-style-type: none"> • Commissary Extract Report - Lists all transactions which affect an item's inventory including adjustments, receiving, sales, and returns for one or more items by date range. • Commissary Shopping List Report - Displays the effective resulting shopping list, including the quantity allowed, after the user chooses up to two different restriction lists. • Dollar Sales by Item -- For a given date range, this report displays all items and how many dollars in sales for each item was done at each facility. • Indigent Inmate Report -- For those agencies who participate in an indigent inmate program, this report lists those inmates who are indicated as being indigent based on the feed from the case management or accounting system. • Inmate Item Purchases by Living Unit Report -- Lists all purchases for a date range for a particular item at a given living unit at an institution. • Inmate Order Location -Lists all orders by inmate for a given date range and facility • Inmate Purchase Details -- Lists the sale date and all items (quantity & price) purchased by a given inmate over a date range. • Inmate Purchase History -- Lists the total of all commissary order requests and purchases for a given inmate over a date range and the amount and status of the request or purchase. It will also display the pick ticket number or request number. • Inmate Purchase Totals by Item -- Lists the total quantity and price for all items sold to a given inmate over a date range. • Institution Purchase Totals -- Lists the total quantity and price for all items sold at a facility over a date range. • Institution Purchase Totals by Living Unit -- Lists the date sold, item number, quantity, price, inmate number, and pick ticket number for all items sold at a facility for a particular living unit over a date range. • Insufficient Funds Summary -- Lists all order requests including the amount requested and available balance at the time the pick ticket was created that had items denied for having insufficient funds for a facility over a given date range. • Invoice -- A listing by date and institution displaying totals by date of various amounts including Nontaxable Amount, Taxable Amount, Taxes Assessed, Total Amount, Non-Inventory Total, and Count of Orders Processed 	





	<ul style="list-style-type: none"> • Manifest Report -- Lists the housing unit, living quarters, cell, inmate number, inmate name, pick ticket id, and total sale amount for all sales for a facility for a date range. • Pending Inmate Orders -- Lists all inmates who have requests still needing to have their pick tickets printed and the status of the request. • Pick Tickets by Facility Report -- List by facility by date range showing the date a pick ticket was created, the inmate number it was for, the status of the pick ticket, the date it was filled if applicable, and the amount held if applicable. • Receipt Report -- Reprints the receipt for a particular pick ticket • Sales History Report -- Lists each sale and all amounts for a facility over a given date range. • Sales History Report - Group by Items -- Lists each sale and quantity broken down by Item for a given date range. • Sales History Summary Report by Institution -- Lists by each facility all sales amounts for each date over the given date range. • Sales Summary Report -- Displays the number of sales and returns for a given date range, along with the total sales amount, total refunds amount, and the total amount. • Sales Volume Report -- List of total sales ordered by category for a given date range showing item UPC, description, and DOC Number and including the quantity sold and amounts sold with and without tax. • Salesperson Efficiency Report -- For a given date range this report will show the sales person, pick tickets sold, total items sold, and total quantity sold for each day in the date range. • Unprocessed Pick Tickets -- Displays all pick tickets in the status of Not Yet Printed, Printed by Not Yet Sold, or Sold But Not Yet Expensed. <p>Inventory Reports</p> <ul style="list-style-type: none"> • All Open POs Report -- Listing of all open POs by vendor including the PO number, date ordered, expected receive date, items ordered, quantity order, and cost. • Current Inventory -- List of items and their current inventory counts and value based on their current item costs. • Inventory Adjustment History -- A Listing by adjustment type and date of all adjustments done for a given date range. • Inventory by Store Number -- Lists the current items and inventory for a given store • Inventory Extract Report -- A listing of all items including the cost, price, quantity on hand, inventory cost, vendor, and deposit. • Item Transaction History Report -- Lists individual transactions by date for all sales, adjustments, and/or receiving done for one or more items for a given date range. • Manual Inventory Worksheet – A. -- A listing of all items at an inventory location with the current total inventory count filled in. • Manual Inventory Worksheet – B -- A listing of all items at an inventory location without the current total inventory count filled in. • Reordering Report -- List of all items which are at or below the recommended order quantity based on the shelf quantity, lead time, and run rate, showing the item, on hand quantity, quantity currently on order, and recommended reorder point. • Stock Status -- Lists each item by category and all applicable information for that item including item flags, cost, price, quantity on hand, and vendor.
--	--

33. Describe the Canteen System's inventory adjustment functionality to process item inventory transactions to account for expired or damaged items.

ATG Response: ATG has read, understands and will adhere.





Yes	No	Other
X		
<p>Describe/Bidder Response:</p> <p>The system contains an inventory adjustment screen which the user will use to process item inventory transactions to account for expired or damaged items.</p> <p>The inventory adjustment screen allows a user to increase or decrease inventory for a particular item at an inventory location. The screen allows the user to make the inventory adjustment using a specified adjustment type, including Damaged Goods, Shrinkage, etc.</p>		

Security

NDCS intends for incarcerated workers to process transactions in the new Canteen System. At a minimum, incarcerated workers will scan items to confirm the correct inventory has been pulled for each order. Any transactions involving incarcerated workers must be adequately secured to provide sufficient application and network security.

34. Describe functions that can be transacted in the Canteen System by incarcerated workers.

ATG Response: ATG has read, understands and will adhere.

<p>Describe/Bidder Response, Including Types of Transactions:</p> <p>The system allows the use of incarcerated workers to use the system by providing POS stations that are configured to securely limit the workstation to only allow the use of the commissary systems. Second, the commissary system on these workstations only allows the two screens <i>Commissary Sales Screen</i> (POS) and (optionally) <i>Limited Inmate Order Screen</i>, both of which are especially designed to only allow inmate to perform the necessary functions without divulging the worker other inmate’s data.</p>
--

35. Describe how Roles are assigned to provide security for staff and incarcerated users.

ATG Response: ATG has read, understands and will adhere.

Yes	No	Other
X		
<p>Describe/Bidder Response:</p> <p>The security application incorporated within the proposed system utilizes individual roles and group roles to control which users have access to each screen and report in the commissary system. Security subsystem allows the administrative users to:</p> <ul style="list-style-type: none"> • Create groups to which they assign rights to access select screens and reports, groups can also take away rights. • Create individual users – user id and password. • Give users rights to screen by making them members of groups (preferred), and/or assigning right directly (in rare situations) • System automatically calculates individual user’s effective right based on all group memberships and directly assigned rights. 		

36. Network access for incarcerated users is limited to the Canteen System. Describe security used to mitigate network security risks.

ATG Response: ATG has read, understands and will adhere.





Yes	No	Other
X		
Describe/Bidder Response: <p>At the central warehouse all equipment will be attached to a purpose implemented Wi-Fi infrastructure to provide the necessary connectivity. This Wi-Fi will <u>*only*</u> communicate with ATG's data center hosting the proposed system. All network traffic is encrypted.</p> <p>As previously mentioned, The POS station operated by inmates are locked down and only allow user access to permitted screens through the application. No data is stored on the workstations.</p>		

37. Describe security features which will prevent Incarcerated users from seeing or accessing account balance information for other inmates.

ATG Response: ATG has read, understands and will adhere.

Yes	No	Other
X		
Describe/Bidder Response: <p>The system has security features in place which will prevent incarcerated users from seeing or accessing account balance information for other inmates.</p> <p>As previously stated, screens accessible to inmates are designed such that they provide zero information about inmate accounts, demographics, housing etc.</p>		

Optional Functionality

These requirements are not mandatory but are desirable or may impact future needs. Please indicate if these functions are available and describe as indicated.

1. Canteen System provides electronic receipting. Such as when an inmate physically verifies that their order has been received, an electronic signature can be collected and maintained as a record. Describe process and equipment provided.

ATG Response: ATG has read, understands and will adhere.

Included	Available	Not Available
	X	
Describe/Bidder Response: <p>The current system works with a printed receipt which the inmate will sign when they pick up their commissary order. This signed paper receipt will then be taken back to the central warehouse and stored as per the warehouse document retention procedures.</p> <p>We successfully experimented using electronic signature process at time of delivery. The delivery officers unanimously felt that while the process was very effective, it reduced efficiency at point of delivery. With paper process they are able to handout commissary bags to multiple inmates concurrently, with electronic signatures it is limited by the number of signature pads available.</p> <p>The proposal does <u>*not*</u> include the hardware needed for electronic receipting: Android based handheld Personal Data Assistant with a touch screen to collect inmate signature recording the fact that a specific pick ticket was</p>		





delivered and date/time of delivery. The proposal does include the software needed to support this feature: Android app for the PDA, and the process to exchange the data with the PDA. This solution does not require the PDA to have network connectivity at the institutions; and data is exchanged with the PDA at the central warehouse.

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- Describe if the bidder's system also includes a process for point-of-sale items that can be sold at individual canteen windows, in addition to planned orders.

ATG Response: ATG has read, understands and will adhere.

Included	Available	Not Available
	X	
Describe/Bidder Response:		
<p>The proposed system fully supports window sales at each institution, and is used in such a manner at all institutions operated by Federal Bureau of Prison, and DOC for States of California, and Oklahoma.</p> <p>To support window sales at each institution would require POS stations at each institution and for those stations to have network connectivity to ATG's data center hosting the application.</p> <p>The proposal does *not* include the hardware needed for individual canteen windows at the various: POS station and network connectivity to ATG's data center hosting the proposed solution. The proposal does include the system application needed to support this feature. Should NDCS decide to provide the necessary hardware and network, this feature can be subsequently activated.</p>		

- Canteen items can be sold via vending machines. Please describe any capabilities for vending service including if you offer vending solutions items that can't be readily transported from a centralized canteen such as frozen items.

ATG Response: ATG has read, understands and will adhere.

Included	Available	Not Available
	X	
Describe/Bidder Response:		
<p>Keefe Group, ATG's parent company, provides vending solutions for correctional institutions. Our system does not use coins or vending cards; eliminating the risk of theft, introduction of contraband or a black market. We currently service over ninety accounts with this ground breaking technology (Direct Debit Vending), and have deployed over 800 machines around the country. While the system currently does not offer a solution for frozen items, we do provide an option for a refrigerated soda option. Please see a description of the system and how it works below.</p> <p>You can also view a video of the system in action at the following link. https://youtu.be/aoBCbuey70U</p>		





Executive Summary

- ATG will provide the required number of machines which include the technology needed to support direct debit vending by interfacing with ATG's Trust accounting software. These are priced at a fixed price per machine per year.
- NDCS may stock the machines with product of its choice and is responsible for the same.
- All profits from the vending machine sales are retained by NDCS.
- All break/fix will be facilitated by ATG and the expense passed through to NDCS.

Functionality Overview.

- All sales through the vending machines are deducted directly from the inmate's account in real-time. If the product does not vend (based on sensors inside the vending machine) a credit in the amount of the initial charge gets posted to the inmate's account in real-time.
- Inmate ID can be presented via manual entry or barcode (barcode must be inmate's DOC number)
- All transactions are PIN protected
- Inmates can (optionally) change their PIN through the touchscreen
- The service displays the inmate's account balance AND spending balance PRIOR to and AFTER a transaction.
Note: Displaying the account balance can be disabled
- System can optionally impose a spending limit over a specified timeframe
- Ability to restrict use of the service, per inmate
- Ability to restrict, per inmate, what items can be purchased from the vending machines
- Ability to restrict an inmate's use to the machine(s) designated to his/her housing unit
- Inmates can view previous purchase history
- System displays the calorie count of the item selected PRIOR to the purchase being made, and allows the transaction to be cancelled
- An inmate can lock his/her account from vending purchases being applied
- The system is capable of disabling vending on all machines
- The system has the capability to generate reports, both summary and detail, on vending sales, per a user-specified date/time range. Detailed reports include the inmate name, inmate ID, amount of purchase and the date and time of each transaction. Reports can be run on each individual machine)

Please see the following pages for more information on vending.





Direct-Debit Vending



With Keefe's Direct-Debit Vending, inmates can instantly access funds in their accounts to purchase products from a machine. Vending products are available 24/7/365, which leads to increased revenue.

Facility Benefits:

- Increased sales and commissions
- Potential inmate labor programs
- Ability to remotely control/disable the machine
- Potential behavior modification tool
- Product selection different from regular commissary list
- Supplemental service to commissary
- Real-time financial transactions

How it Works:

We will work with each facility to deliver and install the machines, and train staff on the program. Once the service is live, inmates will follow this process:

1. The inmate authenticates his/her identity and unique PIN at the vending machine.
2. Once verified, the inmate receives approval to proceed with purchase.
3. If the inmate's product selection is approved, his/her account balance is verified and a charge is applied.
4. If the product vends successfully, the transaction is complete and the account is immediately debited.
5. If the product does not vend successfully, the transaction is cancelled and a credit in the amount of the original charge is immediately applied to the inmate's account.

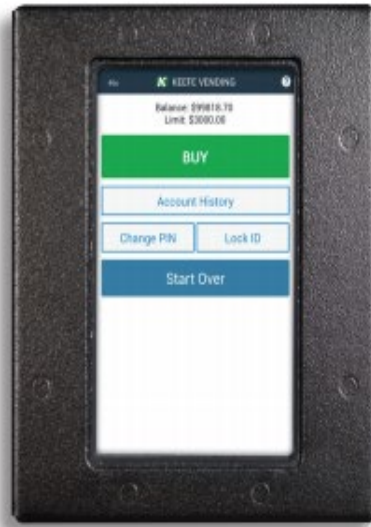
This inmate vending transaction requires little to no interaction from staff.



Touchscreen Keypad:



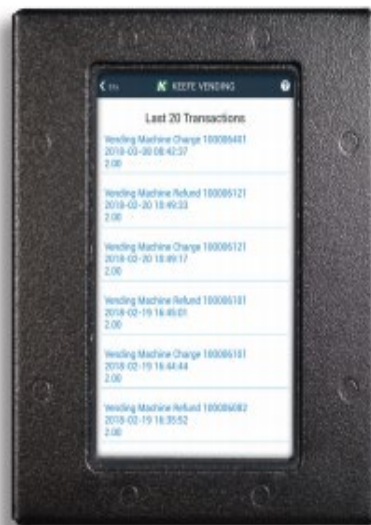
Each inmate will authenticate his/her unique ID and key in his/her unique PIN number. ID card barcode scanning is also an option.



Options on the touchscreen include Purchase, Account History, PIN management and Lock Account functions. It can also display inmate balance and spending limit.



An image of the item being purchased, along with its calorie count and price will appear before the purchase is confirmed.



The inmate's prior transactions can also be displayed to help him/her manage the account.



Specifications

Enclosure:

Rugged, 14-gauge metal
 Lexan glass front on all snack machines, tempered glass with Lexan front on all refrigerated machines
 Front door access allows machine to be placed against the wall
 Slide-out components allows for easy re-stocking
 Four adjustable, leveling feet

Network & System Connectivity:

Network cabling or wireless access points required in each housing unit
 Integration to the facility's banking system, either KCN's or a third party's (via Live Funds Interface)

Power Requirements:

Standard 20 amp/110 volt power
 Optional uninterruptible power supply
 Amperage used:
 Snack Machines, 3.0 amps
 Snack & Refrigerated Machine, 10.8 amps

Dimensions & Weight:

Snack Machine
 72"H x 39"W x 35"D
 686 lbs.
Snack & Refrigerated Machine
 72"H x 35"W x 35"D
 ~600 lbs.



For more information, contact your account manager or call 800.325.8998





- Currently NDCS utilizes tokens (coins) for vending pop. Pop sales are through a separate contractual service and **not** included in the current solicitation. However, it is desirable to eliminate tokens and provide an alternative means such as linking an inmate identification card to an inmate account to be used as similar to a debit card for NDCS vending transaction. Describe if your Canteen System or related functionality could implement a solution that would meet this need.

ATG Response: ATG has read, understands and will adhere.

Yes	No	Other
X		
<p>Describe/Bidder Response:</p> <p>The aforementioned vending machines can support vending pop.</p> <p>That said, if the vending machines can be configured to use smart-chip cards for stored value (such as Microtronics), ATG’s proposed system can provide the process to place funds on these cards that can then be used by a variety of services in addition to vending machines, copiers, photo booths,.</p> <p>Other options, such as vending machines doing direct debit in real-time, have also been implemented at current customers.</p> <p>ATG is happy to work with NDCS to implement any of these solutions. Cost of the hardware and customizations required are *not* included in the cost proposal.</p>		

- Modernization of the NDCS accounting system is a planned future project. Please indicate if you can offer accounting system functionality that is integrated with the Canteen System. If so, indicate below and describe accordingly.

ATG Response: ATG has read, understands and will adhere.

Yes	No	Other
X		
<p>Describe/Bidder Response:</p> <p>Advanced Technologies Group’s (ATG) cloud enabled Trust and Restitution Account and Commissary System (TRACS) incorporates the Offender Funds Administration (OFA) which is specifically designed to manage offender funds and trust accounts for institutions, and community-based correction facilities.</p> <p>TRACS also incorporates the commissary module which supports both window sales and bag-n-deliver sales. For NDCS implementation the commissary module will “holds” funds when pick ticket is processed, and a expense the funds when order has been fulfilled at the POS station. This process eliminates insufficient funds issues, and drastically reduces returns.</p> <p>The system incorporates sophisticated transaction automation to dramatically reduce time needed to perform routine inmate accounting functions while enforcing consistent accounting processes. Its extensive transaction integrity and security system ensures that the system inherently meets auditor requirements, thereby eliminating many non-productive tasks such as printing and filing daily transaction journals. It supports real time integration with other systems such as commissary, medical, telephone and case management so that inmate accounts are always current. The extensive reports included with the system allow users to undertake their oversight responsibilities.</p>		





OFA's key features include:

- Primary and Savings Account - Each offender can have a Primary account and a Savings account. The Primary account is used like a checking account for offender purchases and payments. The Savings account can be used to assist offenders in setting aside money, including "gate money" to be used after release.
- Obligation/Debt Management - The system provides for the entry and accounting of offender obligations. Each offender can have multiple types of debts (restitution, fines, court fees, victim compensation, etc.) with unlimited instances of each type.
- Income processing - The system has the flexibility to implement different rules based on the type of income, such as the amount of time funds are held before they can be spent, the types of obligations that can be serviced, the amount of funds that can be used to service obligations
- Automatic collections - Deductions for obligation payments and savings are automatically computed and completed when income transactions are entered.
- EFT Interfaces - ATG has existing relationships with a variety of EFT vendors and has developed the necessary interfaces between OFA and these vendors' systems to enable centralized processing of deposits to offender's accounts
- Withdrawal Process - OFA eliminates duplication of efforts and ensures consistent implementation of rules that govern the withdrawal process. Including handling of insufficient funds and scheduling disbursements.
- Offender Releases – The system records the offender's release address, consolidates the offender's account, satisfies all debts that can be legally collected, and disburses remaining funds.
- Integration with DOCs general ledger - Every entry in OFA is linked to a transaction type to which business office personnel can assign general ledger codes.
- Bank Interfaces - OFA has the capability to interface with the agencies central bank to implement the positive pay process and import electronic bank statements to facilitate the reconciliation process

K. REQUIRED PROJECT PLANNING AND MANAGEMENT

1. Contractor will provide dedicated technical support and expertise to assist Cornhusker State Industries and NDCS team members in set-up of solution and integrations with existing platforms. This function will also include training of DCS/CSI staff. Describe below the bidder's process for technical support to NDCS in set up and integrations with existing platforms. Also describe bidder's training processes for CSI/NDCS staff members.

ATG Response: ATG has read, understands and will adhere.

Yes	No	Other
X		
<p>Describe/Bidder Response:</p> <p>ATG team has extensive experience helping Trust Accounting personnel and Commissary staff implement this solution. We are also honored to have been selected to provide software to managed Pharmacy operations at NDCS which requires successfully implementing interfaces with NDCS's existing systems and platforms.</p>		

L. DRAFT IMPLEMENTATION PLAN /PERFORM IMPLEMENTATION

The proposal shall include a timeline of milestones (or phases) for implementation and integration progress along the pathway toward full implementation, training of DCS/CSI staff and roll-out. If additional milestones or phases are necessary, please include a similar Implementation Milestone Chart within the proposal.

Integration, Implementation and Support Milestones will be tied to deliverable payments.

Provide a draft implementation plan based the milestones below:





Milestone	Description	Estimated Completion Time	Progress Markers, Key Actions Within Each Period
Milestone 1	Final Approval of Implementation Plan		
Milestone 2	Delivery of Equipment		
Milestone 3	Implementation/ Integration with DCS Platforms		
Milestone 4	Testing/Training		
Milestone 5	Final Implementation Acceptance/Go Live		
Milestone 6	Post Implementation Support		

ATG Response: ATG has read, understands and will adhere.

Please see the following draft implementation plan.

Task Name	Duration	Start	Finish	Predecessors
Project Approval & Gap Analysis	22 days	Mon 3/22/21	Tue 4/20/21	
Setup & Configure TRACS for Gap Analysis	1 day	Mon 3/22/21	Mon 3/22/21	
Gap Analysis	11 days	Tue 3/23/21	Tue 4/6/21	2
Auto deductions	2 days	Tue 3/23/21	Wed 3/24/21	
Check writing and Bank Rec	2 days	Thu 3/25/21	Fri 3/26/21	4
Interface Requirements	5 days	Mon 3/29/21	Fri 4/2/21	5
EFT Vendors/ Release card	2 days	Mon 4/5/21	Tue 4/6/21	6
Approve Gap Document	10 days	Wed 4/7/21	Tue 4/20/21	3
Delivery of Equipment	35 days	Wed 4/21/21	Tue 6/8/21	
Order Warehouse Equipment	10 days	Wed 4/21/21	Tue 5/4/21	1
Configure equipment	10 days	Wed 5/5/21	Tue 5/18/21	10
UAT Environment Set Up	1 day	Wed 5/19/21	Wed 5/19/21	11
Production Setup	1 day	Thu 5/20/21	Thu 5/20/21	12
Customizations	25 days	Wed 4/21/21	Tue 5/25/21	8
ATG Testing	10 days	Wed 5/26/21	Tue 6/8/21	14
Implementation/Integration with DCS Platforms	0 days	Tue 6/8/21	Tue 6/8/21	9
Testing /Training	23 days	Wed 6/9/21	Fri 7/9/21	16
Pre-UAT Training	2 days	Wed 6/9/21	Thu 6/10/21	
UAT	10 days	Fri 6/11/21	Thu 6/24/21	18
Deploying Software to Prod	1 day	Fri 6/25/21	Fri 6/25/21	19
Training	10 days	Mon 6/28/21	Fri 7/9/21	20





Data Migration	0 days	Fri 6/25/21	Fri 6/25/21	20
Maintenance Values from UAT	0 days	Fri 6/25/21	Fri 6/25/21	
Trust Accounting - Inmate Balances	0 days	Fri 6/25/21	Fri 6/25/21	
Trust Accounting - Obligation Balances	0 days	Fri 6/25/21	Fri 6/25/21	
Commissary - Item Info	0 days	Fri 6/25/21	Fri 6/25/21	
Final Implementation/Go Live	20 days	Fri 6/25/21	Fri 7/23/21	
Pilot Sites (Women institutions)	0 days	Fri 6/25/21	Fri 6/25/21	22
Full Production (Men Institutions)	0 days	Fri 7/23/21	Fri 7/23/21	28 FS + 20 days
Post Implementation Support	0 days	Fri 7/23/21	Fri 7/23/21	27

M. PROVIDE POST IMPLEMENTATION SUPPORT

List within proposal Service Level Agreement (SLA) terms and conditions that explain how updates to the software are pushed out, the response time for issue resolution, and available SLA levels.

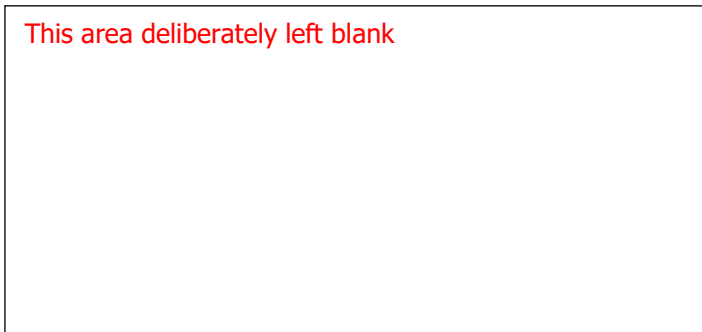
Yes	No	Other
X		
<p>Describe/Bidder Response:</p> <p>Each customer has their own unique version of the solution. Only those changes are made to the customized system that are either requested by the agency, or are required to ensure compatibility with new versions of operating systems and database engines.</p> <p>All changes go through a formal and standardized test process and rollout are done in coordination with agency’s designated point of contact. Rollout is scheduled at least a week in advance.</p> <p>As NDCS has experienced with our Pharmacy Administration System, during business hours we respond within 1 hours. For <u>emergency issues</u> only, after hours support with 1 hour response is provided at no cost.</p>		

ATG Response: ATG has read, understands and will adhere.

N. DELIVERABLES

1. Software/ Barcode Scanners and other equipment as described with Contractor’s proposal.
2. Required Project Planning and Management, including Implementation Assistance including Integration as required with existing NDCS Platforms and training of NDCS/CSI staff.
3. Implementation Plan
4. Post-Implementation Service and Support.

CSI’s timeline for roll-out of a centralized canteen ordering and inventory system is mid-September 2021.



ATG Response: ATG has read, understands and will adhere.





TECHNICAL APPROACH

6. TECHNICAL APPROACH

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

a. Technical Requirements

ATG Response: Advanced Technologies Group, LLC (herein “ATG”) has read and understands.

The proposed system consists of the following three major components:

- i) Hosted application consisting of load-balanced application servers and redundant Microsoft SQL database servers. These are hosted in ATG’s data center in Altoona. Each customer has their own applications, and databases – i.e. NDCS data is isolated in its own database and not shared with other customers. The commissary system is hosted on separate servers from the Trust Accounting system, because the former supports inmates working on the POS stations.
- ii) Central Commissary will have POS and staff workstations running the application customized to enforce NDCS business rules for commissary operations. No data is stored on these workstations, all data is on the aforementioned servers in the data center. ATG will provide the WAN connection for these workstations to communicate with the ATG data center.
- iii) NDCS trust fund personnel will use the normal PCs to access the HTTPS web-app hosted in the ATG data center. ATG network personnel will work with NDCS network team to establish a VPN to ATG data center to enable access to this website.

b. Required Project Planning and Management

ATG Response: ATG has read and understands.

During contract negotiations ATG will work with agency’s subject matter experts to develop a mutually agreeable timeline for the project, documented as a Microsoft Project Plan that defines the target dates for the detailed list of activities. We respectfully suggest that you survey the NCDS medical team about their experience with ATG’s Pharmacy system implementation.

The project plans will detail the timeline for hardware installation, gap analysis, customizations, user acceptance testing, train the trainer, and the deployment. Typically we have a weekly meeting where our project manager will formally discuss current status of all active tasks.

c. Draft Implementation Plan/Perform Implementation; and

ATG Response: ATG has read and understands.

The high-level project plan below is very preliminary as we have not had any discussions with NDCS subject matter experts for Trust Accounting and Commissary. Within month of initial kickoff meeting this plan will be finalized with far more detailed steps and actual target dates that reflect NDCS priorities and available resources.





Task Name	Duration	Start	Finish	Predecessors
Project Approval & Gap Analysis	22 days	Mon 3/22/21	Tue 4/20/21	
Setup & Configure TRACS for Gap Analysis	1 day	Mon 3/22/21	Mon 3/22/21	
Gap Analysis	11 days	Tue 3/23/21	Tue 4/6/21	2
Auto deductions	2 days	Tue 3/23/21	Wed 3/24/21	
Check writing and Bank Rec	2 days	Thu 3/25/21	Fri 3/26/21	4
Interface Requirements	5 days	Mon 3/29/21	Fri 4/2/21	5
EFT Vendors/ Release card	2 days	Mon 4/5/21	Tue 4/6/21	6
Approve Gap Document	10 days	Wed 4/7/21	Tue 4/20/21	3
Delivery of Equipment	35 days	Wed 4/21/21	Tue 6/8/21	
Order Warehouse Equipment	10 days	Wed 4/21/21	Tue 5/4/21	1
Configure equipment	10 days	Wed 5/5/21	Tue 5/18/21	10
UAT Environment Set Up	1 day	Wed 5/19/21	Wed 5/19/21	11
Production Setup	1 day	Thu 5/20/21	Thu 5/20/21	12
Customizations	25 days	Wed 4/21/21	Tue 5/25/21	8
ATG Testing	10 days	Wed 5/26/21	Tue 6/8/21	14
Implementation/Integration with DCS Platforms	0 days	Tue 6/8/21	Tue 6/8/21	9
Testing /Training	23 days	Wed 6/9/21	Fri 7/9/21	16
Pre-UAT Training	2 days	Wed 6/9/21	Thu 6/10/21	
UAT	10 days	Fri 6/11/21	Thu 6/24/21	18
Deploying Software to Prod	1 day	Fri 6/25/21	Fri 6/25/21	19
Training	10 days	Mon 6/28/21	Fri 7/9/21	20
Data Migration	0 days	Fri 6/25/21	Fri 6/25/21	20
Maintenance Values from UAT	0 days	Fri 6/25/21	Fri 6/25/21	
Trust Accounting - Inmate Balances	0 days	Fri 6/25/21	Fri 6/25/21	
Trust Accounting - Obligation Balances	0 days	Fri 6/25/21	Fri 6/25/21	
Commissary - Item Info	0 days	Fri 6/25/21	Fri 6/25/21	
Final Implementation/Go Live	20 days	Fri 6/25/21	Fri 7/23/21	
Pilot Sites (Women institutions)	0 days	Fri 6/25/21	Fri 6/25/21	22
Full Production (Men Institutions)	0 days	Fri 7/23/21	Fri 7/23/21	28 FS + 20 days
Post Implementation Support	0 days	Fri 7/23/21	Fri 7/23/21	27

d. Deliverables and due dates.

ATG Response: ATG has read and understands.

Please see the response to “c” above for the proposed preliminary project plan.

