

**State of Nebraska State Purchasing Bureau
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

SOLICITATION NUMBER	RELEASE DATE
RFP 6506 Z1	April 15, 2021
OPENING DATE AND TIME	PROCUREMENT CONTACT
July 1, 2021 2:00 p.m. Central Time	Connie Heinrichs

**PLEASE READ CAREFULLY!
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 6506 Z1 for the purpose of selecting a qualified bidder to provide a Statewide Web-Based Permit/Licensing system. The online system will serve the State of Nebraska Game and Parks Commission customers, increase Agency revenues and engage new customers in outdoor recreation opportunities. A more detailed description can be found in Sections V-X. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be six (6) years commencing upon execution of the contract by the State and the Contractor. The Contract includes the option to renew for five (5) additional three (3) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

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

PUBLIC POSTING NOTICE: Pursuant to the Taxpayer Transparency Act (Neb. Rev. Stat. §§ 84-602.02 to 84-602.04) and in furtherance of public records law, State contracts must be posted to a public website. The resulting contract, the RFP, and the successful bidder's proposal and response will be posted to a public website managed by DAS, which can be found at

<http://statecontracts.nebraska.gov> and <http://das.nebraska.gov/materiel/index.html>.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this solicitation will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal and response. If the bidder wishes to withhold proprietary or other commercial information from disclosure, the bidder must identify the proprietary information, mark the proprietary information according to state law, and submit only the proprietary information in a separate file named conspicuously with the words "PROPRIETARY INFORMATION" or if submitting the proposal or response electronically, as a separate electronic file that is named "PROPRIETARY INFORMATION". The bidder should submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the solicitation being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFP, awards, and other documents.

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GLOSSARY OF TERMS

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

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

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

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

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

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

Amendment: A written correction or alteration to a document.

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

Attestation of Compliance: is a form used by merchants and service providers to attest to the results of a PCI DSS assessment. It is submitted to an acquirer or payment brand along with the appropriate SAQ

ARO: After Receipt of Order

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

Automated Clearing House: Electronic network for financial transactions in the United States

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP.

Best and Final Offer: In a competitive proposal, the final offer submitted which contains the bidder's most favorable terms for price.

Bidder: A vendor who submits a proposal in response to a written RFP.

Bonus Point: A point or points accrued by an applicant for preference in a random permit drawing in which the number of points determines the number of entries in the permit drawing.

Breach: Violation of a contractual obligation by failing to perform or repudiation of one's own promise.

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

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

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

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

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

Captive: Pertains to captive wildlife, captive wild birds, or captive wild mammals, means the condition of captivity.

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

Change Order: Document that provides an addendum and/or amendments to an executed purchase order or contract.

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

Commission: State of Nebraska Game and Parks Commission

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

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

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

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

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

Contract Award: Occurs upon execution of the State document titled "Service Contract Award" by the proper authority.

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

Contract Period: The duration of the contract.

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

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

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

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

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

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

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

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

Evaluation Committee: Individual(s) selected by the requesting for the evaluation of proposals (offers made in response to written solicitations).

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

External Agent: A private or public entity that contracts with the Nebraska Game and Parks Commission to issue permits and stamps on the Agency's behalf.

Falconry: The sport of taking quarry by means of a trained raptor.

Fiscal Year: The fiscal year for the State is the period from July 1st to June 30th of the following year.

Fish (noun): Cold-blooded, vertebrate animal, typically covered with scales, which breathes by gills, swims by body motion using fins for maneuvering, and is dependent upon water as a medium in which to live.

Fish (verb): To pursue, shoot, catch, capture, collect, harvest, kill, destroy, or attempt to pursue, shoot, catch, capture, collect, harvest, kill, or destroy.

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

Fur Harvesting: Taking or attempting to take any fur-bearing animal by any means as prescribed by rules and regulations of the commission.

Fur-Bearing Animals: All beaver, martens, mink, muskrats, raccoons, opossums, otters, bobcats, gray foxes, red foxes, badgers, long-tailed weasels, Canada lynx, and skunks, except mutation minks and mutation foxes.

Game: all game fish, bullfrogs, snapping turtles, tiger salamanders, mussels, crows, game animals, fur-bearing animals, game birds, protected birds, and all other creatures protected by the Game Law.

Game Animals: All antelope, cottontail rabbits, deer, elk, mountain sheep, squirrels, mountain lions, moose, and bears.

Game Birds: Coots, cranes, curlew, doves, grouse, partridges, pheasants, plovers, prairie chickens, quail, rails, snipes, swans, woodcocks, wild turkeys, and all migratory waterfowl.

Game Fish: All baitfish, commercial fish, and sport fish.

Generally Accepted Accounting Principles (GAAP): The accounting standard adopted by the U.S. Securities and Exchange Commission.

Harvest: Animals caught, trapped, or killed for human use.

Harvest Information Program: A mandatory Federal Waterfowl Harvest Monitoring Program.

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

Hunt: To pursue, shoot, catch, capture, collect, harvest, kill, destroy, or attempt to pursue, shoot, catch, capture, collect, harvest, kill, or destroy.

Immediate Family: Is limited to the spouse of such person, any child or stepchild of such person or of the spouse of such person, any spouse of any such child or stepchild, any sibling of such person sharing ownership in the property, and any spouse of any such sibling.

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

Internal Agent: A location owned and/or operated by the Nebraska Game and Parks Commission that issues permits, stamps and other merchandise.

Invalid Proposal: A proposal that does not meet the requirements of the solicitation or cannot be evaluated against the other proposals.

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

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

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Migratory Game Birds: All doves, ducks, geese, rails, snipes, cranes, woodcocks, coots, and swans.

Migratory Waterfowl: Any ducks or geese upon which an open season has been established by the commission.

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

Must: See Mandatory/Must and Shall/Will/Must.

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

Nebraska Game and Parks Commission (NGPC): State agency

Nongame Fish: Any species of fish not classified as game fish, threatened species, or endangered species in the Game Law or rules and regulations of the commission.

Non-responsive Proposal: A bid that does not conform to the requirements of the Request for Proposal.

Officer: Every person authorized to enforce the Game Law.

Office of the CIO (OCIO): State agency innovation in technology

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

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

Opening Date and Time: Specified date and time for the public opening of electronically received proposals.

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

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

Park Bucks: Gift certificates sold by the Commission, in increments of \$25.00, which can be redeemed through Internal Agents.

Payment Card Industry (PCI): denotes the debit, credit, prepaid, e-purse, ATM, and POS cards and associated businesses.

Payment Card Industry Data Security Standard (PCI DSS): information security standard for organizations that handle branded credit cards from the major card schemes. The PCI Standard is mandated by the card brands but administered by the Payment Card Industry Security Standards Council.

Payroll & Financial Center (PFC): The State of Nebraska's electronic procurement system of record.

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

Permitting Agent /Agent: Vendors that sell Hunt, Fish, and Park Entry permits for Nebraska Game and Parks and are located statewide and may reside in South Dakota and other surrounding States.

Permit Year: Permits are valid from January 1, of the current year and are valid through December 31 of that year.

Person, Owner, Proprietor, Grantee, Lessee, and Licensee: Includes individuals, partnerships, limited liability companies, associations, corporations, and municipalities.

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

Point of Contact (POC): The person designated to receive communications and to communicate.

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

Preference Point: A point or points accrued by an applicant for preference in a structured random permit drawing in which the draw is structured by the number of preference points and the applicants with the most points are drawn first.

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

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

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

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

Proposal: An offer, bid, or quote submitted by a contractor/vendor in a response to a written solicitation

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

Protest/Grievance: A complaint about a governmental action or decision related to a solicitation or resultant contract, brought by a bidder who has submitted a proposal response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

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

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

Recruitment, Retention, Reactivation (R3): A strategy that seeks to create new participants or increase participation rates of current or lapsed outdoor recreationists.

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

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

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

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

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

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

Should: Expected; suggested, but not necessarily mandatory.

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

Species: A category of biological classification which describes groups of organisms which show distinctive characteristics and which are able to interbreed.

Sport Fish: Species of fish, as listed in rules and regulations of the commission, typically sought for recreation or consumption.

Standard for Attestation Engagement no. 18: (SSAE No. 18 or SSAE 18) is a Generally Accepted Auditing Standard produced and published by the American Institute of Certified Public Accountants (AICPA) Auditing Standards Board.

Statutory: These clauses are controlled by state law and are not subject to negotiation.

Subcontractor: Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor.

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

Take: To harass, wound, hunt, trap, fish, harvest fur, or attempt to harass, wound, hunt, trap, fish, or harvest fur.

Technical Infrastructure: the set of infrastructure equipment needed for hosting and operating the Web-Based Permitting and Licensing system.

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

Third Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

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

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

Trap: to take or attempt to take any wildlife by any snare, steel-jawed spring trap, or box trap.

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

Upland Game Birds: All species and subspecies of quail, partridges, pheasants, wild turkeys, and grouse, including prairie chickens.

Vendor Performance Report: A report completed by the using agency and submitted to State Purchasing Bureau documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications.

Vendor: Inclusive term for any Contractor or Contractor

Will: See Mandatory/Shall/Will/Must.

Wildlife: Any member of any non-domesticated species of the animal kingdom, whether reared in captivity or not, including any mammal, fish, bird, amphibian, reptile, mollusk, crustacean, arthropod, or other invertebrate and includes any part, product, egg, or offspring thereof or the dead body or parts thereof.

Work Day: See Business Day.

ACRONYM LIST

ACH – Automated Clearing House

AOC – Attestation of Compliance

BAFO – Best and Final Offer

COI – Certificate of Insurance

CPU – Central Processing Unit

CRM – Customer Relationship Module

CWD – Chronic Wasting Disease

DAS – Department of Administrative Services

DNA – Deoxyribonucleic acid

DOB – Date of Birth

EFT – Electronic Funds Transfer

HIP – Harvest Information Program

NGPC – Nebraska Game and Parks Commission

PCI – Payment Card Industry

PCI DSS – Payment Card Industry Data Security Standard

PII – Personal Identifying Information

POS – Point of Sale

RFP – Request for Proposal

SCM – State Contract Manager

SOW – Statement of Work

SPB – State Purchasing Bureau

USFWS – United States Fish and Wildlife Service

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit proposals from qualified Contractor who will be responsible for providing a statewide Web-Based Permit/Licensing replacement system for an automated hunt and fish and permit issuance, big game draw process, permit inventory management, point of sale purchases online and in person, and revenue management system that must support all existing business processes. A single contractor with a seamless solution for an integrated CRM (Customer Relations Module), licensing, camping management, reservations and all issuances is preferred. However, separate contracts that best suit the agency needs may be awarded at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, and Proposal instruction requirements may be found in Sections II through XI.

Proposals shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective contractors are expected to carefully examine all documents, schedules, and requirements in this solicitation, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the solicitation.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

Name: Connie Heinrichs
RFP #: 6506 Z1
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

Telephone: 402-471-0975

E-Mail: connie.heinrichs@nebraska.gov

From the date the solicitation is issued until the Intent to Award is issued, communication from the bidder is limited to the POC listed above. After the Intent to Award is issued, the bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications or amendments regarding this solicitation in writing. Only the SPB or awarding agency can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the solicitation POC; and
3. Contact required for negotiation and execution of the final contract.

The State reserves the right to reject a bidder's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release Solicitation	April 15, 2021
2.	Last day to submit first round of written questions	April 29, 2021
3.	State responds to first round of written questions through Solicitation “Addendum” and/or “Amendment” to be posted at: http://das.nebraska.gov/materiel/purchasing.html	May 13, 2021
4.	Last day to submit second round of written questions	May 20, 2021
5.	State responds to second round of written questions through Solicitation “Addendum” and/or “Amendment” to be posted at: http://das.nebraska.gov/materiel/purchasing.html	May 27, 2021
6.	Proposal Opening – Online Via Zoom: https://us02web.zoom.us/j/89299960780?pwd=bnFuNzZ6UVEyYmVsLzlpdTJmK2E5Zz09 Electronic proposal submissions link: https://nebraska.sharefile.com/re01f151d0bcc4cab9d9465ab35e2a239	July 1, 2021 2:00 PM Central Time
7.	Review for conformance to solicitation requirements	July 1, 2021
8.	Evaluation period	July 2, 2021 through July 30, 2021
9.	“Oral Interviews/Presentations and/or Demonstrations” (if required)	August 16, 2021 through August 27, 2021
10.	Post “Notification of Intent to Award” at http://das.nebraska.gov/materiel/purchasing.html	September 3, 2021
11.	Contract finalization period	September 3, 2021 through October 30, 2021
12.	Contract award	October 31, 2021
13.	Contractor start date	December 1, 2021

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to State Purchasing Bureau and clearly marked "RFP Number 6506 Z1; Statewide Web-Based Permit/Licensing system Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the bidder's proposal is or might be developed. Any proposal containing assumptions may be deemed non-responsive. Non-responsive proposals may be rejected by the state. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a contractor.

Questions should be uploaded using the following link via ShareFile:

Link: <https://nebraska.sharefile.com/r-r3d5b959fd9634f3d8fcd189b7da38cae>

It is recommended that bidders submit questions using the following format.

Solicitation Section Reference	Solicitation Page Number	Question

Written answers will be posted at <http://das.nebraska.gov/materiel/purchasing.html> per the Schedule of Events.

E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

F. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject proposals, withdraw an intent to award or award, or terminate a contract if a bidder commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a proposal on behalf of another Party or entity; and
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the proposal, or prejudice the State.

The bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the bidder throughout the bidding process, and throughout the term of this contract for the successful bidder and their subcontractors.

G. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the solicitation (Sections II thru XI) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through VI must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

H. SUBMISSION OF PROPOSALS

The State is accepting electronically submitted responses. The State will not accept proposals by email, voice, or telephone.

Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. Proposal responses should include the completed Form A, "Bidder Contact Information". The RFP number should be referenced in all correspondence.

The Technical Proposal should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

It is the bidder's responsibility to ensure the RFP response is submitted and received electronically prior to the opening date and time as indicated in the Schedule of Events. No late proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this RFP to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-conforming.

1. Bidders submitting electronic responses must submit responses via ShareFile using the proposal submission link.

Note to bidders: Not all browsers are compatible with ShareFile. Currently Chrome, Internet Explorer and Firefox are compatible. After the bidder clicks the proposal submission link, the bidder will be prompted to enter contact information including an e-mail address. By entering an e-mail address, the bidder should receive a confirmation email confirming the successful upload directly from ShareFile.

Proposal submission link: <https://nebraska.sharefile.com/r-re01f151d0bcc4cab9d9465ab35e2a239>

- a. The Technical, Cost Proposal and Proprietary information should be uploaded as separate and distinct files.
 - i. If duplicated proposals are submitted, the State will retain only the most recently submitted response.
 - ii. If it is the bidder's intent to submit multiple proposals, the bidder must clearly identify the separate submissions.
 - iii. It is the bidder's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late proposals will be accepted.
- b. ELECTRONIC PROPOSAL FILE NAMES
The bidder should clearly identify the uploaded RFP proposal files. To assist in identification the bidder should use the following naming convention:
 - i. RFP 6506 Z1 Company Name Permit System
 - ii. If multiple files are submitted for one RFP proposal, add number of files to file names: RFP 6506 Z1 Company Name, File 1 of 2.
 - iii. If multiple RFP proposals are submitted for the same RFP, add the proposal number to the file names: RFP 6506 Z1 Company Name Proposal 1 File 1 of 2.

The Request for Proposal form must be signed in an indelible manner or DocuSign and returned by the proposal opening date and time along with the bidder's Request for Proposal and any other requirements as stated in the Request for Proposal document in order for the bidder's Request for Proposal response to be evaluated.

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this solicitation.

I. PROPOSAL PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidders in replying to this solicitation, including any activity related to bidding on this solicitation.

J. 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.

K. 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, once accepted by the State, shall remain fixed for the first six (6) years of the contract. Any request for a price increase subsequent to the initial six (6) years of the contract shall not exceed five (5) percent of the price proposed for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau 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.

L. COST CLARIFICATION

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

M. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

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

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative Vendor Performance Report(s)
5. Termination of the resulting contract;
6. Legal action; and
7. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

N. PROPOSAL CORRECTIONS

A bidder may correct a mistake in a proposal prior to the time of opening by uploading a revised and completed proposal if the original proposal was electronically submitted.

1. If a corrected electronic proposal is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted. The corrected proposal file name(s) should be identified as Corrected 6506 Z1 Company Name Proposal #1, Corrected 6506 Z1 Company Name Proposal #2, etc.

Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

O. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. The State is not responsible for proposals that are late or lost regardless of cause or fault.

P. PROPOSAL OPENING

Proposals **WILL NOT** be available for viewing at the proposal opening. Once proposals are opened, they become the property of the State of Nebraska and will not be returned. A respondents list will be posted to the website.

Proposal Opening will be via Zoom at:

<https://us02web.zoom.us/j/89299960780?pwd=bnFuNzZ6UVEyYmVsLzlpdTJmK2E5Zz09>

Q. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Request for Proposal for Contractual Services form signed manually in ink or by DocuSign;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections II through IV;
5. Completed Technical Approach, including but not limited to Project Requirements Traceability Matrix (Attachment A - Functional, B - Technical, and C - Financial); and
6. Completed State Cost Proposal Template (Attachment D).

R. EVALUATION COMMITTEE

Proposals are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this solicitation may result in the rejection of this proposal and further administrative actions.

S. EVALUATION OF PROPOSALS

All proposals that are responsive to the solicitation will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Corporate Overview should include but is not limited to:
 - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the solicitation;
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the quality of vendor performance on prior contracts;
 - e. such other information that may be secured and that has a bearing on the decision to award the contract;
2. Technical Approach, including but not limited to Project Requirements Traceability Matrix (Attachment A - Functional, B - Technical, and C - Financial) and,
3. Cost Proposal (Attachment D).

Neb. Rev. Stat. §81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid solicitations in determining the lowest responsible Contractor. Information obtained from any Vendor Performance Report (See Terms & Conditions) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

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

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

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

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

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

Evaluation criteria weighting will be released with the solicitation.

T. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The State may determine after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required. Every bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their proposals.

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

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

U. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

V. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this solicitation, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

W. AWARD

The State reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the solicitation process, the State of Nebraska may take one or more of the following actions:

1. Amend the solicitation;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's solicitation process and in bidder proposals that are not material, do not compromise the solicitation process or a bidder's proposal, and do not improve a bidder's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the solicitation;
7. Elect to rebid the solicitation;

8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

The solicitation does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

X. ALTERNATE/EQUIVALENT PROPOSALS

Bidder may offer proposals which are at variance from the express specifications of the solicitation. The State reserves the right to consider and accept such proposals if, in the judgment of the Materiel Administrator, the proposal will result in goods and/or services equivalent to or better than those which would be supplied in the original proposal specifications. Bidder must indicate on the solicitation the manufacturer's name, number and shall submit with their proposal, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposals which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms, conditions and specification, and the bidder shall be held liable therefore.

Y. LUMP SUM OR "ALL OR NONE" PROPOSALS

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a proposal on an "all or none" or "lump sum" basis, but should also submit a proposal on an item-by-item basis. The term "all or none" means a conditional proposal which requires the purchase of all items on which proposals are offered and bidder declines to accept award on individual items; a "lump sum" proposal is one in which the bidder offers a lower price than the sum of the individual proposals if all items are purchased, but agrees to deliver individual items at the prices quoted.

Z. EMAIL SUBMISSIONS

SPB will not accept proposals by email, voice, or telephone except for one-time purchases under \$50,000.00.

AA. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, in the best interest of the State.

BB. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

II. TERMS AND CONDITIONS

Bidders should complete Sections II through XI as part of their proposal. Bidder should read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to reject or negotiate the bidder's rejected or proposed alternative language.

If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

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

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

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

A. GENERAL

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

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. Bidder'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) Amendments and addendums to the executed Contract with the most recent dated amendment or addendum, respectively, having the highest priority, 2) Amendments to the solicitation, 3) 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.

B. NOTIFICATION

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

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 electronically, or mailed. All notices, requests, or communications shall be deemed effective upon receipt.

C. BUYER'S REPRESENTATIVE

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

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 required 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.

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.

E. BEGINNING OF WORK

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

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

F. AMENDMENT

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

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

G. CHANGE ORDERS OR SUBSTITUTIONS

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

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.

H. VENDOR PERFORMANCE REPORT(S)

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

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 a part of the permanent record of the Vendor.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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.

J. BREACH

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

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

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

K. NON-WAIVER OF BREACH

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

Allowing time to cure or the acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party, including, but not limited to the right to immediately terminate the contract for the same or a different breach, or constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L. SEVERABILITY

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

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

M. INDEMNIFICATION

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

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

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

Nothing in this agreement shall be construed as an indemnification by one Party of the other for liabilities of a Party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this contract. Any liabilities or claims for property loss or damages or for death or personal injury by a Party or its agents, employees, contractors or assigns or by third persons, shall be determined according to applicable law.

6. 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.

N. ATTORNEY'S FEES

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

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.

O. ASSIGNMENT, SALE, OR MERGER

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

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.

P. 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:

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.

Q. FORCE MAJEURE

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

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.

R. CONFIDENTIALITY

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

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. This includes, but is not limited to, any and all data entered into the system or obtained by the Contractor from third parties, such as members of the public. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. All Contractor personnel, subcontractors, agents, volunteers including but not limited to, database analyst(s), developer(s), and tester(s), performing work pursuant to this Contract must sign a confidentiality agreement provided by the State prior to commencing any work. 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.

S. EARLY TERMINATION

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

The contract may be terminated as follows:

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

T. CONTRACT CLOSEOUT

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

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 Contactor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contactor, 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.

U. PERFORMANCE REQUIREMENTS

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

In accordance with Section VIII.I., the Contractor must provide a system to track issues with the Web-Based Permit/Licensing system. Such issues must be classified into severity levels based on the requirements of this Contract. Table 1, below, outlines the amount of time that the Contractor has to repair an issue based on severity level. The time to repair commences when the issue is entered into the tracking system ("Incident Time"), as further described in Section VIII.I. The Contractor shall monitor and track each issue, the Incident Time of each issue, and the time the issue was fully resolved. The Contractor shall deliver to the State a detailed and accurate summary of such information for the previous month.

The State may, in the State's sole discretion, assess damages in the amount(s) listed in Table 1 for each issue not fully repaired, in the opinion of the State, within the respective amount of time to repair. The loss of functionality and the time it took to restore functionality shall be determined by the State and such determination shall be final. The assessment rate is based on the Incident Time and whether the Incident Time occurs between 7:00 a.m. and 7:00 p.m. Central Time ("Peak Usage Hours") or outside of those hours ("Off-Peak Usage Hours"). If the issue continues into a different assessment rate time period, the assessed rate will be adjusted accordingly for the duration that the issue remained unrepaired during that assessment rate time period. The assessed rate will be prorated. The State may deem an issue unrepaired if the issue reoccurs within one hour of the issue most recently being repaired. In the event that the State assesses damages against the Contractor, the Contractor shall pay the amount assessed by the State within thirty (30) calendar days of receiving notice of assessment by the State.

For the purposes of example, if an issue is classified as Severity Class 1, the Contractor has thirty (30) minutes from the Incident Time to fully restore functionality and repair the issue. If such issue is not repaired within thirty (30) minutes and the Incident Time was 8:00 a.m. Central Time, the Contractor may be assessed damages of \$1,000.00 per every thirty minutes after the initial thirty-minute repair period until the issue is resolved. If the issue continues to 7:00 p.m. Central Time, the Contractor would be assessed the Peak Usage Hours Rate until 7:00 p.m. At this time, the rate would change to the Off-Peak Usage Hours Assessment and would remain at such rate until 7:00 a.m. the following day.

To further illustrate, if the Contractor were to repair the issue (ex. a Severity Class 1 issue) within twenty (20) minutes of the Incident Time and the issue reoccurs within the next sixty (60) minutes after being repaired, if the issue was not repaired within ten (10) minutes of the reoccurrence, the State may assess damages in the amount of \$1,000.00 per every thirty minutes until the issue is resolved.

The State may waive an instance where the sum is owed if, in the sole discretion of the State, the State determines that such non-functionality is not attributable to the Contractor's acts or omissions.

Table 1
SEVERITY CLASS ASSESSMENT

Severity Level	Time to Repair	Peak Usage Hours Assessment	Off-Peak Usage Hours Assessment
1	30 Minutes	\$1000.00 per 30 minutes	\$500.00 per 30 minutes
2	2 Hours	\$1000.00 per hour	\$500.00 per hour
3	8 Hours	\$1000.00 per hour	\$500.00 per hour
4	See Section VIII.I	See Section VIII.I	See Section VIII.I

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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 bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

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

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.

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. PERMITS, REGULATIONS, LAWS

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

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.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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.

G. INSURANCE REQUIREMENTS

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

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 six (6) 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 six (6) 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 Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$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 Buyer, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

State of Nebraska
 State Purchasing Bureau
 Attn: Connie Heinrichs
 RFP: 6506 Z1
 Email: connie.heinrichs@nebraska.gov

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of

coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

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

4. DEVIATIONS

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

H. ANTITRUST

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

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

I. CONFLICT OF INTEREST

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

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.

J. STATE PROPERTY

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

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

K. SITE RULES AND REGULATIONS

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

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

L. ADVERTISING

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

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its 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.

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

N. DISASTER RECOVERY/BACK UP PLAN

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

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.

O. DRUG POLICY

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

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

P. WARRANTY

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

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 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.

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.”

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

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail including itemized account of transactions per the cost proposal (Attachment D) to support payment. The invoice shall be mailed to: The Nebraska Game and Parks Commission, PO Box 30370, Lincoln NE 68503-0370. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

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

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

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Statutory)

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.

F. LATE PAYMENT (Statutory)

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

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

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:

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

V. CURRENT PERMIT/LICENSING SYSTEM

A. SALES CHANNELS OF THE CURRENT ELECTRONIC PERMIT SYSTEM – PROJECT ENVIRONMENT

1. Public Website

Customers currently create a customer profile in the system to purchase permits and stamps, or provide required information to purchase other merchandise (e.g., donations, magazine). Customers can look at a main home page to view a “menu” of items available to purchase. Items are added to a shopping cart, and business rules are applied to limit or prevent certain items from being purchased. When checking out, the customer agrees to terms specified by NGPC before proceeding to make a payment.

The customer is redirected to the State’s contracted payment portal (US Bank/Elavon – Converge) for actual payment processing. Once the credit card transaction is authorized, the customer is returned to the NGPC Public site where a “print document” button appears on the screen, enabling the customer to print the purchased permit. A PDF is generated for the customer which includes a receipt, any relevant permits/stamps/certificates, and any relevant attachments (hunt unit maps, rules/regulations, check station list, etc.). The customer also receives an email with the same PDF document if the customer has provided an email address on his/her profile or on the checkout page. The customer is responsible for printing any purchased permits/stamps/certificates and related attachments and is required to carry a signed hardcopy of the permit while in the field. A security bar code which identifies customer and type of purchase is printed on the permit, which is used as verification by Law Enforcement when checking permits in the field. A temporary permit is issued for those permits that are fulfilled through the mail such as the Federal Duck Stamp and the Nonresident Aquatic Invasive Species stamp. If an individual has problems printing purchased items, NGPC can access the documents from the administrative platform and reprint or resend as an attachment to customer’s email address. All electronic purchases are linked to a customer’s profile. The URL to buy permits online is: <https://ngpc-home.ne.gov/>

B. MOBILE

Currently NGPC has two mobile solutions:

1. Customer

- a. Customers have a customer profile in the system to purchase permits and stamps, or must provide required information to purchase other merchandise (e.g., donations, magazine). Customers can view items available to purchase. Items are added to a shopping cart and rules are applied to limit or prevent certain items from being purchased. When checking out, the customer agrees to terms specified by NGPC before proceeding to make a payment. The current Mobile site is a website that has been designed as a standard website that is mobile-friendly for devices and is not a true “mobile application” via Android or iOS. A customer is able to access a profile via any mobile device. Currently, the mobile interface allows for the purchase of small game hunt, fish, combo hunt/fish, turkey, fur harvest permits and stamps. The mobile site displays permit images. Customers are not required to print a permit purchased via the mobile interface. All mobile permit purchases are linked to a customer’s profile. Customers are able to cancel turkey permits and submit turkey harvest records via this interface. The URL to buy mobile permits online is: <https://ngpc-m.ne.gov/mpub/fs/login.xhtml>

2. Law Enforcement

- a. The NGPC Law Enforcement module is only used by our Conservation Officers. This is a mobile-friendly interface that allows Conservation Officers to search customers by name to access the customer’s profile information along with all owned/purchased permits and stamps. A security bar code identifying the customer and type of purchase is printed on the permit and used as verification by Law Enforcement when checking permits in the field. This interface allows the officer to verify if the customer has been revoked.

C. EXTERNAL AGENT

NGPC has approximately 240 external permitting agents consisting of private businesses and other government entities throughout the State of Nebraska and some bordering states. Agents are given access to the permitting system via a secured internet URL and log in to the permitting system with a username and password. Agents sell permits through a self-supplied computer. A paper permit and receipt is generated for hunting and fishing permits and stamps. A physical sticker is issued for vehicle park entry permits. External Agents are not permitted to sell big game permits or applications. A temporary permit is issued for those permits that are fulfilled through the mail such as the Federal Duck Stamp and the Nonresident Aquatic Invasive Species stamp. External agents own equipment and paper and retain an issue fee. All sales are documented as cash within the system. Credit card transactions are

conducted through an agent's own business account. Appendix H provides a complete list of External and Internal Agents.

D. INTERNAL AGENT POS/CASH REGISTER

NGPC has approximately 52 internal permitting agents, consisting of district offices, service centers, State Parks, State Historical Parks, State Recreational Areas, and fish hatcheries throughout the State of Nebraska. Internal agents are given access to the permitting system via a secured internet URL/cash register and log in to the system with a username and password. Internal Agents have the ability to edit a customer's profile, landowner data and update information. A paper permit and receipt is generated for hunting, fishing, and miscellaneous permits, and draw applications. A temporary permit is issued for those permits that are fulfilled through the mail, such as the Federal Duck Stamp and the Nonresident Aquatic Invasive Species stamp.

Currently the Sales/Cash register transactions are processed using POYNT terminal and virtual terminal using Elavon and Merchant Connect.

E. ADMINISTRATION

The current NGPC Administration platform is not permitted to issue permits. The module allows NGPC administration to see all historical transactions and provides the ability to edit a customer's profile information (e.g. name changes, revocations, preference and bonus points, landowner information, harvest information, create new roles, etc.). Administration is granted a security role that allows authorized users to refund and void transactions, exchange permits, run the draw process, create/edit permits and stamps, create/edit hunt units, upload hunt unit images, create/edit bag codes, and create/edit merchandise types. In addition to customer and administration support, this role also controls access to all system users, updates messages across all applications, manages permit fees, merges duplicate profiles, overrides system rules and corrects other errors with appropriate audit trail. Based on roles, the following entities use our administration module with limited look-up function: Wildlife Division (for permit numbers), Health and Human Services (revoked customers), and Law Enforcement Division (customer information and permit numbers).

This module allows for the creation and management of new external and internal agent accounts. This section includes: physical address, internal vendor number, contact information (e.g., email address, phone numbers, etc.), authorized clerk user ids, ability to change/reset user passwords, financial accounting information tied to transactions, and agent status.

F. LAW ENFORCEMENT

Law enforcement users have access to the customer database, the detailed purchase history (e.g., permits, certificates, and stamps), the hunter education database, and law enforcement data. The NGPC Law Enforcement Division is comprised of 71.5 positions, 67 of which are credentialed law enforcement officers. Approximately 58 Conservation Officers are dedicated to field duty and are geographically dispersed throughout the State. The current permit database contains a wealth of data that is essential for law enforcement personnel to conduct routine permit enforcement and complex investigations.

G. MICROSOFT ACCESS DATABASE SYSTEM

This system is maintained on an internal agency server separate from the electronic permitting system. Financial transactions are downloaded from the electronic permitting system and uploaded to Microsoft Access. This information is organized into queries and reports connected to multiple databases that control the following: agent consignment of physical vehicle park entry permit books, federal aid reporting, external agent account receivable information including financial fund accounting generation, monthly reporting, and year-end final accounting process.

A separate mirrored copy of the permit issuance data is accessed via Microsoft Access or Microsoft SQL Server Management Studio to allow for ad-hoc sales reporting and customer analysis; a feature to more seamlessly incorporate in the new system.

H. HARVEST INFORMATION MODULE

This system is maintained on an internal agency server that is separate from the electronic permitting system.

I. PERMITS

NGPC provides, to both residents and nonresidents, hunt and fish permits, fur harvest permits, park entry permits, unlimited big game permits, limited inventory big game permits, draw applications for specific units and species (elk, deer, antelope, paddlefish), lottery permits, stamps, certificates, veteran permits, senior permits, multi-year permits, lifetime permits, and other miscellaneous permits. All permits are established as an HTML/PDF document. Fulfillment is necessary for the purchase of online park entry permits, aquatic invasive species stamps (AIS), and the Federal Duck Stamp. Online AIS and park entry permits generate a temporary permit that prints on regular 8 ½ x 11 sheet of paper and a fulfillment process is initiated. The Federal Duck stamp generates a temporary permit that prints on regular paper and a file is sent to Amplex for fulfillment. Summarized permit pricing is provided in Appendix C.

1. Customer Records

Customers must have a profile to purchase permits and stamps. Customer profiles are accessed in the system using the customer's last name, the last four digits of the social security number, ("INTL" for international users), and DOB. The customer profile includes a description of the customer's demographic and geographic information. The fields currently captured are: First Name, Middle Name, Last Name, DOB, SSN (last 4 digits), Email Address, Phone Number, Cell Phone Number, Fax Number, Suffix, Sex, Hair Color, Eye Color, Weight, Height, Residency (Nebraska/Non-Nebraska), Hunter Education Firearm ID, Hunter Education Firearm State, Hunter Education Archery ID, Hunter Education Archery State, Veteran (T/F), Disabled (T/F), Senior (T/F, calculated based on DOB), Special Fish Permit Eligible (T/F), and Address (Street, Street 2, City, State, Zip, Country). Each customer is assigned a unique customer identification number.

2. Hunt, Fish, Combo, and Fur Harvest Permits

Resident and nonresident Hunt, Fish, and Combo permits are currently issued at all permitting locations. The Nonresident Fur Harvest permit is available for purchase only from the Lincoln headquarters location. Permits purchased online or from an agent are printable. Permits sold via the mobile interface are rendered as an image that is stored as a PDF file in order for Administration, Law Enforcement, and Agents to view. These permits vary in validity duration, which include annual permits (Jan-Dec), 3-year permits, 5-year permits (3 and 5 year can be purchased with or without all State stamps), 2-day nonresident hunt, 1-day fish, 3-day fish, resident annual senior and resident annual veteran hunt/fish/fur permits with all State stamps as well as lifetime permits for residents and nonresidents. All annual permits are valid through December 31st of the permit year or year of expiration if multi-year. The current system allows the subsequent year permits to be purchased beginning November 1st of the previous year. Regulations/Orders dictate when permits and stamps can be sold. The system allows for fee-exempt replacement permits if processed by administration, or for a replacement fee if ordered online or over the counter at agent locations. Habitat stamps purchased are rendered on all concurrently valid hunt, big game, or turkey permits owned by the customer. Waterfowl Stamps are rendered on Hunt Permits. Aquatic Stamps are rendered on Fish and Hunt/Fish Combo Permits.

Nebraska offers Special Fish permits to individuals deemed permanently physically or developmentally disabled and unable to independently operate fishing equipment.

3. Multi-year permits

NGPC has several multi-year permits. These permits include hunt, fish, or hunt/fish combos that are sold to residents and nonresidents 16 and older. They are sold as 3 and 5 year permits and include applicable multi-year stamps.

4. Senior (69 and older), Veteran 64 and older, Deployed Military Permits

Residents of Nebraska aged 69 and over are eligible for an annual Senior Small Game Hunt/Fish/Fur combo permit. Eligibility is automatically determined by the system based on the customer's date of birth and residency and calculated age at time of purchase.

Veterans aged 64 and older who are legal residents of Nebraska are eligible for an annual Veteran Small Game Hunt/Fish/Fur combo permit. One of the following must be provided to qualify for eligibility: a copy of the DD214, the Veteran Indicator on the applicant's Nebraska Driver's License, or a Veteran's Service officer's signature. Initial applications are only accepted at a Commission office or state park. Once an application is approved, the customer profile is 'flagged' as veteran status enabling annual renewals without further eligibility documentation.

Permits must be renewed annually and can be renewed at all permitting agents.

A Nebraska resident who is or has been deployed out of the state with a branch of the United States military within the last 12 months shall, upon returning to the state, be eligible to receive an Annual Small Game Hunt/Fish/Fur combo permit on a one-time basis. This permit includes all state stamps. A copy of deployment paperwork must be presented in person at the time of application.

5. Lifetime Permits

Lifetime permits are only issued through the public website and NGPC agent locations. Permits are printed on an 8 ½ x 11 paper or if sold via the mobile application, the permit is rendered as an image that is stored as a PDF file in order for Administration, Law Enforcement, and Agents to view. Lifetime permit owners are issued a commemorative brass plate in addition to the paper/electronic version. Lifetime permits have different price ranges for residents and nonresidents based on age bracket: Residents = 0-15 years old, 16-45 years old, 46 + years old; nonresidents 0-16 years old, 17+ years old. Lifetime permits include hunt, fish,

hunt/fish combo, fur, habitat stamp, and migratory waterfowl stamp. The Lifetime Aquatic Habitat stamp is included in the purchase price of all fish and hunt/fish combo lifetime permits.

6. Lifetime Disabled Veteran Hunt//Fish/Fur Combo Permit- Lifetime Park Permit

Disabled Veterans who are legal residents of Nebraska and who have been deemed 50 percent or more service connected or 100 percent disabled non-service connected and receive a pension from the Veterans Administration, are eligible for a Disabled Veteran's Lifetime Small Game Hunt/Fish/Fur Combo Permit at no fee. This permit includes all state stamps. An application form and signature from a Veteran's Service officer is required. The application can be presented in person when applying for this permit.

A lifetime Nebraska Resident Disabled Veteran park entry permit is available for qualifying individuals at no fee. One permit is issued for their lifetime and tracked by a number printed on the permit. The recipient information must be captured in the system Replacement permits may be issued if the original permit is faded or no longer functional. There is no charge for a replacement permit; however, the replacement permit's number must be registered in the system to the veteran. A physical windshield sticker will be provided.

7. Youth Half Price Lifetime Permit

In an effort to encourage young Nebraskans to participate in hunting and fishing, the Nebraska Game and Parks Foundation established a Youth Lifetime Half Price Permit Program. This program gives Nebraska youth age 15 and younger the opportunity to purchase a lifetime hunt, fish, stamps and other permits for half price. Permits offered are for residents only and the permit must be issued to an individual under 16 years of age. The customer (or additional sponsoring entity) is responsible for half of the permit purchase price. The Nebraska Game and Parks Foundation donates the other half of the funds. Since payment portions are rendered separately the system must be able to issue a specially labeled 'full price' permit while accounting for the separate payment sources (necessitating some unique 'back office' accounting capabilities). This permit is sold through NGPC Headquarters and cannot be purchased online or through other agent locations.

8. Big Game Permits (Deer, Antelope, Elk, Turkey, Paddlefish)

There are four main categories of Big Game permits: Buy, Draw, Lottery, and Auction.

- a. **Buy Permits:** Permits that are purchased on a first-come, first-served basis. Permits are sold over the counter at all NGPC locations, the online public permit system, via phone and through mail order sales. The permit prints on an 8 ½ x 11 piece of paper. The permit lists the hunter information, hunt unit, permit number, bag limit, season dates, bag code, legal weapons, applicable owned/purchased stamps, and appropriate regulations. A separate unit map is printed with the permit (online) or provided at POS. The permit is printed with transportation, possession and cancellation instructions. If the permit is purchased via the public website, the customer is responsible for printing the permit at the end of the transaction and is sent an email with the attached permit. If the permit is purchased at a NGPC location, the permit is printed and given to the customer. If it is a phone or mail order application, the permit is physically mailed or emailed to the customer.
- b. **Draw Permits:** Permits awarded through an application/draw process based on a preference and/or bonus point system. Draw permits are all limited inventory permits. Species specific permits in the draw category currently include: general bull elk, landowner bull elk, either-sex antelope, landowner either-sex antelope, select either-sex deer units, and all paddlefish permits. Antlerless elk are random draw and do not have preference or bonus points.
 - i. The current structure/grouping of bonus and preference points in the database are:
 - a) Draw Strategy Types
 - a. Bonus point
 - b. Preference point
 - ii. Point Types:
 - a) Antelope Preference Points
 - b) Deer Preference Points
 - c) Elk Preference Points
 - d) Elk Bonus Points
 - e) Elk Landowner Preference Points
 - f) Paddlefish Archery Preference Points
 - g) Paddlefish Snagging Preference Points

- iii. Point Logic:
 - a) Winner Remove All PP Add/minus1PP and Loser remove all
 - b) Winner Remove All PP and Loser Add 1PP

NGPC utilizes drawings for limited big game permits and paddlefish archery and snagging permits to help distribute permits in an impartial manner. The draw process is dependent upon the species being drawn or the type of permit the system will generate. Variations in methods are used based on permit demand and the desire for drawings to be more predictable, while giving long-term applicants priority to specific permits (e.g., preference and bonus points) and others are just random drawings. Each permit issued by the draw must start with an application process to include collection of a non-refundable application fee. Dependent on the permit issued, a permit issue fee and a base permit fee may also be charged/collected after the draw.

All draw applications have a nonrefundable application fee. The fee changes based on species. Paperless applications are sold online from the public website. Paper applications are accepted in person and through the postal mail. The paper application is located on the website and in the Big Game Guide or the Fishing Guide. If a customer does not have access to a computer, they may purchase applications at any NGPC permitting office or application information may be taken over the phone and entered into the sales application. Regulations require the following information from each applicant: full name, mailing address, date of birth, gender, height, weight, hair color, eye color, daytime phone number and last four digits of Social Security number ("INTL" for international customers). E-mail addresses are encouraged.

Application information collected in addition to personal information is: species, unit(s), buddy (if applicable), residency, revocation history, equipment/season of choice, landowner legal description, county and number of acres applicant owns or operates, and owner of property and relationship of applicant to owner. The price of the application varies by species.

- iv. While each drawing type has variations in how applications are prioritized, the overall draw process is the same.
 - a) Applications are randomly assigned a drawing number (with applicable preference or bonus points applied).
 - b) The list of applications is sorted by drawing number from lowest to highest (1 to "n", where "n" = number of applications).
 - c) Applications are evaluated sequentially, starting with the first choice of the top applicant. If the quota of the first choice of an applicant is filled, the second choice will be evaluated.
 - d) Any unfilled/unpaid permit quotas may be available "first-come-first-serve" and available for purchase during the "Buy" period or awarded to the next successional applicant.

c. Preference Point Drawings: Deer, General Antelope, Landowner Antelope, Landowner Bull Elk, Paddlefish

In preference point drawings, unsuccessful applicants receive a preference point for each drawing they are unsuccessful in. Applicants with the most preference points are given priority in the drawing process and those with the most points are drawn first. Drawing a first or second choice permit will result in the loss of preference points. Buddy applications are allowed.

d. Bonus Point Drawings: General Bull Elk

Applicants receive a bonus point for each year they are unsuccessful. Bonus points began in 2014 for general bull elk permits. Each applicant has $n + 1$ application in the drawing, where n = the number of bonus points. Drawing a first or second choice permit will result in the loss of bonus points.

Applicants may not submit more than one application per species. Applicants are allowed to apply for both bull elk and antlerless elk permits on the same application. Two separate drawings are held with a single set of applications. The bull permits are drawn first with the appropriate rules (preference for LO and bonus for General) applied. The applicant list is reset and the antlerless permits are drawn with basic lottery rules applied. This allows all applicants the same opportunity at bull and antlerless permits, should they choose to apply for both. Each applicant for a limited permit must select a "First Choice" and may select an optional "Second Choice" on the application. Species limits do not apply to multispecies lottery drawings (Combo and Super Tag permits).

Nebraska allows for buddy applications. Buddy applications are limited to two applicants and ensure either both or neither will draw a permit in the same unit. Both applicants must have the same residency status. Buddy applications are treated as one application in the drawing. The preference and bonus point level used will be determined by the lowest point total of the party (i.e. Applicant A has 3 points and Applicant B has 4 points, the application will be credited with 3 points). If applying by mail, both applications must be marked as buddy and submitted in the same envelope. One check is allowed for payment. If paying by credit card, buddies must use the same card. If applying online, applications must be submitted as buddy applications.

e. Lottery Permits: Bighorn Sheep, Mountain Lion, Multi-species Combo, Multi-species Super Tag

In lottery drawings, each application has one chance in the drawing. All applications have the same odds of being drawn. Lottery drawings are used where a limited number of permits are being drawn among a high number of applicants. Some lottery drawings allow applicants to submit multiple applications. Applications are sold over the counter at all NGPC locations, the public website, phone and mail order sales. The application fee is collected at the time of application and the price of the resulting permit(s) is zero dollars. The current system allows for the capability to conduct electronic lottery draws. Our agency may elect to conduct physical drawings during special Commission meetings for Bighorn Sheep.

f. Auction Permits:

Our agency has statutory permission to conduct auction drawings for specified shared-revenue big game permits. Permits are allocated to NGPC partners and a percentage of the proceeds are retained by the partner, while the remainder of the proceeds are kept by NGPC. The permit system is used to print a paper field permit and record the NGPC share of proceeds received.

g. Landowner Permits

Landowner Permits are available to qualifying landowners and to qualifying family members. There are three (3) types of landowner permits: draw permits, buy permits, and special season (buy) permits. An individual may qualify as a landowner by owning the minimum amount of agricultural land, leasing the minimum amount of land for agricultural purposes, or being a partner, officer, shareholder, or beneficiary designated as the qualifying landowner by a partnership, corporation, or trust that own the minimum amount of agricultural land. A percentage of limited elk and antelope permits are allocated to the limited landowner quota. All qualifying acres must be owned or leased for agricultural purposes. Hunting leases do not qualify.

i. Data we currently collect on legal descriptions include:

- a) Quarter
- b) Section
- c) Township
- d) Range
- e) County
- f) Acres Possession
 - a. Own
 - b. Lease (Residents Only)

ii. Relation:

- a) Qualifying Landowner (Owner/Leaseholder/Partner/Officer/Shareholder/Beneficiary)
- b) Spouse
- c) Child/Stepchild
- d) Sibling Sharing Ownership
- e) Spouse of Child/Stepchild
- f) Spouse of Sibling Sharing Ownership

iii. Name of Property Owner/Leaseholder/Partnership/Corporation/Trust (Individual or Entity)

Each species has different rules and regulations.

For deer and antelope, residents must own or lease 80 acres and nonresidents must own 320 acres. To qualify for landowner elk permits residents must own 320 acres or lease 640 acres and a nonresident must own 1,280 acres. Land must be tied to the customer's profile by a legal description and the number of acres owned. The maximum number of permits or applications

allowed for one family or ranch is the total number of acres divided by the minimum. Example: a 240-acre farm could have a maximum of three resident landowner permits. Landowners may have one landowner permit per species.

In addition to any limited permit to hunt deer issued to a qualifying landowner, NGPC may sell up to four special season landowner permits to hunt deer during the three days of Saturday through Monday immediately preceding the opening day of firearm deer hunting season to any qualifying landowner. Special landowner season permits do not count toward an individual's landowner species quota. No more than four permits may be issued per qualifying landowner to the landowner or designated members of his or her immediate family. No more than one permit shall be issued per person for the qualifying landowner or any designated member of his or her immediate family; of the four permits that may be issued, no more than two permits may be issued to persons who are younger than nineteen years of age and no more than two permits may be issued to persons who are nineteen years of age or older. For a Nebraska resident landowner, the number of permits issued shall not exceed the total acreage of the farm or ranch divided by 80. For a nonresident landowner, the number of permits issued shall not exceed the total acreage of the farm or ranch divided by 320. The application process is handled manually.

In the State of Nebraska, to qualify for a landowner permit to hunt wild turkey, the applicant shall be a Nebraska resident who owns or leases at least 80 acres of farm or ranch land used for agricultural purposes or a member of such person's immediate family or is the partner, officer, shareholder, or beneficiary designated as the qualifying landowner by a partnership, corporation, or trust. An applicant may apply for no more than one limited permit per season. The number of resident landowner permits issued annually per season for each farm or ranch shall not exceed the total acreage of the farm or ranch divided by 80. A nonresident of Nebraska who owns 320 acres or more of farm or ranch land in the State of Nebraska for agricultural purposes or a member of such person's immediate family may apply for a limited permit to hunt wild turkey. Only one limited wild turkey permit per 320 acres may be issued annually for each wild turkey season under this subdivision.

To qualify for a limited permit to hunt elk, the applicant shall be: a Nebraska resident who owns at least 320 acres of farm or ranch land for agricultural purposes, a Nebraska resident who leases at least 640 acres of farm or ranch land for agricultural purposes or has a leasehold interest and an ownership interest in farm or ranch land used for agricultural purposes, a nonresident of Nebraska who owns at least 1280 acres of farm or ranch land for agricultural purposes, or a member of such owner's or lessee's immediate family and the qualifying farm or ranch land of the applicant shall be within an area designated as an elk management zone by the commission in its rules and regulations.

An applicant shall not be issued a limited bull elk permit more than once every three years, and the commission may give preference to a person who did not receive a limited elk permit or a specified type of limited elk permit during the previous years. Landowner elk permit applications are currently a manual process where the application is validated and processed at designated district offices and service centers.

h. Paddlefish Permits

Paddlefish Archery and Snagging permits are available to residents and nonresidents through a draw. Applicants must be 12 years old by June 1st for archery permits and October 1st for snagging permits. One person may have no more than two archery permits and two snagging permits per year. Permits and the accompanying tags are non-transferable. Carcass tags are produced outside of the current permit system. A non-refundable application fee is due at the time of entry. Buddy applications are allowed. Permit fees are due if the applicant is successful in the draw. All draw applicants are notified of drawing results by email or the applicant must check the draw status online.

i. Park Entry Permits

Nebraska Licensed Vehicle and Non-Nebraska Licensed Vehicle Park Entry Permits are sold at all permitting agents and online through the public website. A Vehicle Park Entry Permit is required for any motorized vehicle to enter any Nebraska State Park, State Historical Park or State Recreation Area.

Park Entry permits sold at NGPC areas and Agents – Book Sales:

Annual, Duplicate, and Daily Park Entry permits are issued from a book and distributed to the customer at the time of the purchase. The park entry permit is valid for the specified calendar year.

Annual and duplicate permits expire on December 31. Daily permits are valid for the date specified at time of purchase until noon the next day. Customers must surrender the application proof of purchase attached to the annual permit in order to purchase a duplicate park entry permit. Park entry permits may be tracked by customer or zip code. Agents collect an additional fee for annual, duplicate and daily permits.

An annual and duplicate must be purchased at the same time when ordering online. Temporary permits are generated for annual and duplicate park permits sold on the public website. Temporary permits are printed on an 8 ½ x 11 piece of paper. A fulfillment process occurs at the NGPC headquarters and physical park permit(s) is/are mailed to the customer. There is an additional processing fee for annual and duplicate permits purchased online.

Daily permits may be purchased online and at all agent locations. Daily permits sold through self-service iron rangers at park locations require an envelope application be completed and funds inserted inside. The envelope top serves as the temporary daily park entry sticker. The permits sold via iron rangers are then entered into the sales application or the Reservation system.

j. **Miscellaneous Permits**

A final list of miscellaneous permits will be provided at time of implementation to include, but not limited to: Captive Wildlife, Commercial Put-and-Take Fishery Permits, Taxidermy, Hunt from Vehicle, Controlled Shooting Areas, Aquaculture, Ice Shelter Permits, Bait Vendor, Fish Dealer, Fur Buyer, Resident Raptor, Hunting Coyotes from Aircraft, Commercial Seining, Raptor Captive Propagation, Damage Control (depredation), No-Fee Beaver/Muskrat Damage Permits WMA access, Gifford Point access, Eastern Grouse, Fish Salvage Permits and Field Trials.

J. STAMPS AND CERTIFICATES

Nebraska Habitat, Aquatic Habitat, and Nebraska Waterfowl stamps are supplementary and, when required, may be purchased in conjunction with a permit. All valid stamps are printed on applicable permits.

1. The current structure/grouping of stamps in the database:

a. Stamp Types:

- i. Aquatic
- ii. Aquatic Invasive Species
- iii. Certificate
- iv. Habitat
- v. Temporary Federal Duck
- vi. Waterfowl

b. Stamp Life Ranges:

- i. 1 Day
- ii. 3 Year
- iii. 5 Year
- iv. Annual
- v. Federal Fiscal
- vi. Lifetime
- vii. Lifetime Legacy

2. **Habitat Stamp**

The Habitat stamp is valid statewide. Habitat stamps are required of residents 16 years of age and older and nonresidents, regardless of age to hunt or trap in Nebraska (exceptions include non-game species). The habitat stamp may be purchased annually or a lifetime option is available. Once purchased, the habitat stamp is printed on any hunting, fur harvest or big game permit purchased within the calendar year. Additionally, Habitat stamps are included with all multi-year permits for the duration of the permit.

3. **Aquatic Habitat Stamp**

The Aquatic Habitat stamp is included in the purchase price of all fishing and combo permits.

4. **Migratory Waterfowl Stamp**

A Nebraska Migratory Waterfowl Stamp is valid statewide and required of all migratory/waterfowl hunters (including during the Light Goose Conservation Order) to hunt in Nebraska. The Migratory Waterfowl Stamp may be purchased annually or a lifetime option is available. Once purchased, the Migratory Waterfowl stamp will be printed on any applicable hunt or combo permit

5. **Federal Migratory Waterfowl Stamp (also referred to as Federal Duck Stamp)**

A Federal Migratory Waterfowl Stamp is required to hunt waterfowl in the state of Nebraska. This stamp is available for purchase at all locations that sell permits. A temporary permit is generated after the transaction allowing customers to use immediately. The temporary permit is valid for 45 days from the date of purchase. Within that time, a physical Federal Duck Stamp will be mailed to the address provided. After 45 days, customers must carry the signed physical Federal Duck Stamp while hunting waterfowl.

6. Nonresident Aquatic Invasive Species Stamp

Boaters who register motorized watercraft in any state outside Nebraska are required to obtain a Nonresident Aquatic Invasive Species Stamp each calendar year. This stamp is available for purchase at all locations that sell permits. The stamp goes through a fulfillment process in the Lincoln Headquarters office where the physical stamp is mailed to the customer.

7. Apprentice Hunter Education Certificate

Persons who have not completed a firearm hunter and/or bow hunter education course may obtain an Apprentice Hunter Education Exemption Certificate. The Apprentice Hunter Education Exemption Certificate provides the novice firearm or bow hunter age 12 through 29 an opportunity to try hunting and receive training from an experienced licensed hunter before completing hunter education. A hunter using this certificate must be accompanied at all times by a licensed hunter while hunting. The certificate may be obtained once in a lifetime, expires on Dec. 31 and may be consecutively renewed once.

K. OTHER MISCELLANEOUS PRODUCTS AND FINANCIAL TRANSACTION PAYMENTS

Mail order payments include, but are not limited to: Liquidated damages, restitution checks, grazing/hay/pasture income, special deposits, right-of-way payments, cabin lease payments, concession payments, resale items, bird bands, sale tags, advertising revenue, and photo library invoices.

L. NEBRASKALAND MAGAZINE/TRAIL TALES SUBSCRIPTION

Nebraskaland Magazines are sold via the public website, internal agent channel, and SimpleCirc. State and local sales tax is charged and collected base on delivery address. This pertains to applicable Nebraska state/local sales tax as well as any other State's/local sales tax where the "Wayfair Online Sales Tax" case applies.

M. DONATIONS

NGPC provides multiple donation options. All online permit orders prompt for a Hunters Helping the Hungry and/or a donation to the Wildlife Conservation Fund. There is no minimum or maximum donation. The system has preset prompts for donations or they can enter a custom amount. Donations are added as a line item in the final transaction database. Donations are accounted for and tracked with separate accounting so NGPC can track donation money and who donated it.

N. INTERFACES

Hunter Education records are sent to the Permit System by Kalkomey daily at 5:00 AM and 6:00 PM. The following pieces of XML data are sent: Class Event, Student, Instructor, Assistant Instructor, and Location. All transactions must verify that the hunter has hunter education or has purchased an Apprentice Hunter Education Exemption Certificate.

O. HARVEST INFORMATION PROGRAM (HIP):

The Migratory Bird Harvest Information Program (HIP) is a method Nebraska Game and Parks and the U.S. Fish and Wildlife Service (USFWS) use to generate reliable estimates of hunting activity, as well as the quantity of migratory birds harvested throughout the country. HIP is required by federal regulation of the U.S. Fish and Wildlife Service.

Anyone planning to hunt doves, ducks, coot, geese, snipe, rail or woodcock between August 1 and July 31 of the calendar year, must register with HIP before hunting. All applicable hunters must register each year, even if registered in another state. Only Nebraska residents under 16 years of age are exempt. HIP registration is free and valid for one year (valid from Aug 1- July 31 of the following calendar year). NGPC currently captures this information outside of the permit system at: <https://apps.outdoornebraska.gov/hip>.

P. HARVEST REPORTING

NGPC requires registration for deer, elk and pronghorn. All deer and pronghorn outside the primary firearm seasons must be registered via a self-service registration portal or may phone a call center to register the animal. Those registrations currently occur in a NGPC registration database. Each registration is given a unique identification "seal" number that the hunter must record on their permit. The seal number links the harvest to their record in the database. The database is accessible to staff via login credentials. There are several data export options for staff to analyze harvest data.

VI. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

The State of Nebraska (State), Nebraska Game and Parks Commission (NGPC), is seeking a qualified bidder to provide a statewide, Web-Based Permit/Licensing replacement system that provides for automated permitting/licensing issuance, event registration, Customer Relationship Management (CRM), wildlife harvest reporting, Point of Sale (POS), and revenue management system that must support all existing business processes. The system must complete transactions in real-time and provide cutting edge technology for both NGPC staff and customers. The system must provide flexibility for product/commodity expansion and specific business rule application by product/customer/location or other variables.

1. Qualified bidders should anticipate handling all related functions or processes from the beginning of a permit transaction, including but not limited to:
 - a. data processing,
 - b. telecommunications,
 - c. vendor support functions,
 - d. installation and maintenance of automated issuance equipment,
 - e. transmission of pertinent data,
 - f. reports to the proper recipients at certain intervals,
 - g. electronic transfer of revenue funds, and
 - h. storage of generated data at the conclusion of the transaction.

Proposed equipment, consumables, training, documentation, support, and other services must ensure reliability, acceptance, and successful use. The State of Nebraska reserves the right to procure proposed equipment from the State's current IT contracts.

Bidder must offer marketing solutions to assist NGPC in meeting Recruitment, Retention and Reactivation (R3) goals and objectives.

The State Permit / Licensing System resulting from this RFP must:

1. be easy to understand and use;
2. provide detailed unit maps that are available online and printed with each relevant permit;
3. maintain and track preference and bonus points;
4. issue stamps;
5. provide merchandise, inventory, and POS module;
6. provide a mobile app solution compatible with both Android and IOS platforms;
7. provide a mobile application specific to internal law enforcement;
8. provide real time data and permit issuance;
9. be compatible with the agency's website www.outdoornebraska.gov;
10. be 508 Compliant and meet the State of Nebraska's Accessibility policy located at: <https://nitc.nebraska.gov/standards/2-Chapter.pdf>
11. have automatic revenue entry that is importable to the State of Nebraska's Financial System (currently JD Edwards EnterpriseOne 9.2);
12. have an integrated Customer Relationship Management (CRM) Module;
13. be able to SQL (query) and export data regardless of how data is stored;
14. manage permit inventory;
15. apply and collect state and local taxes on applicable merchandise/services;
16. conduct and manage Draw and Lottery permits;
17. provide reporting capabilities, both built-in and ad-hoc, including advanced data reporting/analysis;
18. generate transaction files of collected revenue and permit issuance, while complying with Generally Accepted Accounting Principles (GAAP), and the State's approved banking/credit card system (currently US Bank/Elavon); and
19. configurable by NGPC.

B. NEBRASKA GAME AND PARKS COMMISSION

Established by the Legislature in 1901, the Nebraska Game and Parks Commission works to conserve Nebraska's natural resources. The agency has a board of nine commissioners. Among the many duties of the Commission and staff are establishing hunting seasons and regulations for game species; managing Nebraska's state parks, state recreation areas, state historical parks, recreational trails, and other public lands; managing the fisheries at numerous public lakes across the state; helping landowners establish good conservation practices on their land; working to conserve Nebraska's threatened and endangered species; and providing hunter and boater education, as well as other resources for those who enjoy the outdoors. We are committed to the idea that time spent outdoors, whether it be hunting, fishing, hiking, biking, birdwatching, canoeing, camping or one of the many other outdoor activities Nebraska has to offer, is time well spent.

NGPC is predominately funded by user pay, which includes revenue from the sale of hunting and fishing permits and stamps, the sale of State Park entry permits, and fees for camping, lodging and activities in Nebraska's State Parks and State Recreation Areas. In 2020, approximately 87 percent of the agency revenues were generated through user pay and federal reimbursement, and approximately 13 percent came from the State General Fund. Revenues from permit sales, federal grants and other sources are placed into unique funds, depending on the permit/stamp/fee type. These funds, (e.g. Game Cash Fund, Park Cash Fund, Habitat and Aquatic Habitat Funds) necessitate differentiated accounting of transactions based on type.

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

C. AUDIT REQUIREMENTS

The Contractor shall annually submit to NGPC a financial statement audit along with a report on controls placed in operation and tests of operating effectiveness in accordance with Statement on Standards for Attestation Engagements (SSAE) number 18 within 30 days of the end of the State's reporting fiscal year. The State's fiscal year runs from July 1st through June 30th.

D. PROPER ACCOUNTING

For auditing purposes, the Contractor shall ensure every transaction (including voided, incomplete, partial, or refunded transactions) that flows through the Web-Based Permit/Licensing system is assigned a sequential and unique transaction number. Transaction numbers shall be included as part of the "Transaction Report."

E. FINANCIAL AND SECURITY AUDITS

In order to ensure proper operation of the Web-Based Permit/Licensing system, the State may periodically audit the Contractor's financial and security operations. During an audit, the Contractor shall provide full and unrestricted access to all paper and electronic records related to the Contractor's operation of the Web-Based Permit/Licensing system. The audit may include an unannounced site visit to the Contractor's operations center and may include reviews of all issues addressed in description of the security approach.

F. AUDIT LOGGING CONTROL

All record changes including deletions throughout the Contractor's database shall be logged. Logging shall include, at a minimum, the following: the date and time of the change, the user that initiated the change, the end-user device that initiated the transaction, and the previous value(s) of the item/field that has been changed. Using this information, it shall be possible to reconstruct and audit the activities of any authorized user of the system. The audit data must be protected, non-repudiated and restricted to authorized staff. Retention of the audit records shall be retained online for at least ninety (90) days and further preserved offline for a period of five (5) years plus the current year.

G. SCOPE OF WORK

The Contractor will be responsible for the implementation, support and maintenance of a statewide Web-Based Permit/Licensing system to support all existing business processes/rules (Appendix B) for the State of Nebraska Game and Parks Commission as specified in this RFP. This system will be the focal point for customers who want to visit the great State of Nebraska, providing a one-stop shop where visitors are able to see what Nebraska Game and Parks has to offer, purchase hunting and fishing, big game, draw and lottery, other miscellaneous permits, stamps, purchase goods and services online, through a mobile app, at a Nebraska Game and Parks location, or External Agent locations.

The system will share a single customer profile for all modules and sales channels. It will provide a link to the NGPC website but will not otherwise gather information from or provide data to the website.

The Web-Based Permit/Licensing system will handle sales, draw permits, and big game permit inventory tracking. Accounting of receivables and refunds, various reports and statements will be generated to provide appropriate information to customers, administration and field staff. File exports will be created and sent to the State's current accounting system, Nebraska Hunter Education, HIP (Harvest Information Program), The State of Nebraska Banking Contract, SimpleCirc (Nebraskaland Magazine Sales), State of Nebraska Organ Donation, and Amplex Federal Duck Stamps.

The Web-Based Permit/Licensing system shall be the sole system to manage the State of Nebraska's inventoried draw permits, accept applications, and facilitate the fulfillment process of all big game permits. The system will issue the following permits / stamps including but not limited to:

1. small game,
2. fish,
3. hunt/fish combo,
4. fur harvest,

5. bundle permits,
6. habitat stamp,
7. waterfowl stamp,
8. aquatic habitat stamp,
9. disabled fish permits,
10. Veteran hunt/fish/fur combo permits,
11. disabled Veteran hunt/fish/fur combo permits,
12. lifetime permits hunt/fish/fur combo, stamps,
13. senior permits hunt/fish/fur combo,
14. half price youth lifetime permits hunt/fish/fur combo and stamps,
15. park entry permits,
16. disabled Veteran park entry permit,
17. temporary federal duck stamps,
18. miscellaneous permits and stamps for residents, and
19. miscellaneous permits and stamps for nonresidents.

H. WORK PLAN

NGPC shall provide the Contractor with resources specific and proprietary to NGPC operations in assistance with design, development, deployment, and implementation of the Web-Based Permit/Licensing system. NGPC shall have specific ongoing roles and responsibilities throughout the operation of the project. The following are NGPC resources to be provided, and the roles and responsibilities of the organization throughout the operation of the system:

1. NGPC plans to assign two (2) employees throughout all phases of project development and implementation. In addition to the NGPC Permits Manager, NGPC shall designate other staff to specifically work on implementation of this project. NGPC personnel will be charged with leading and managing the project at the organizational, financial, technical, and business levels. NGPC personnel will have other staff resources available to them for various tasks and activities related to provisioning, coordination and support of project activities including user acceptance testing.
2. The Contractor shall receive all data or other information pertinent to the successful development and implementation of the new Web-Based Permit/Licensing system. The Contractor's personnel shall coordinate requests for such information through NGPC's Project Manager.
3. NGPC will coordinate activities between divisions with the Contractor's personnel to facilitate progress. The Contractor shall be responsible for the follow-up of activities.
4. NGPC will provide the Contractor with workspace at its headquarters located at 2200 North 33rd Street, Lincoln Nebraska during implementation. NGPC will provide a secure connection to the State's computer network. Meeting rooms of variable sizes will be available on a scheduled basis.
5. The Contractor shall develop, deploy, staff, and support the necessary hardware, software, and network components to facilitate the sale and distribution of NGPC permits. The Contractor shall designate, at a minimum, a single point of contact for the duration of the implementation process as well as dedicated ongoing support staff.
6. The Contractor shall design and deliver a system that implements NGPC Business Rules as designated by statutes, regulations, orders, administrative rules, internal controls, and agency policy to facilitate the sale and distribution of sellable items, services, certificates, applications, permits, and stamps.
7. The following is a summary of tasks and service objectives the Contractor shall design, deploy, manage, support, and maintain:
 - a. a flexible and configurable SaaS system;
 - b. a single back-end database platform that simplifies accounting and reporting, and eliminates issues with movement of data between online public sales, in-person sales, mobile sales, Agent accounts and sales, and administrative functions;
 - c. printed and electronic permits that enhance readability and usability by law enforcement officers and customers;
 - d. a system to complete the big game draw processes and permits, lottery permits, and auction permits within the parameters set by legislation (statutes) and/or agency rules, regulations, and orders. Statutes are listed here: <https://www.nebraskalegislature.gov/laws/browse-chapters.php?chapter=37>. Regulations and Orders are listed: <http://outdoornebraska.gov/regulations/>;
 - e. a system that allows auto-renewal of authorized permits and magazine subscriptions;

- f. a system that improves the ability of NGPC to communicate with its customers and Agents by creating a Customer Relationship Management (CRM) Module;
- g. a system that allows for the sale and inventory management of POS and mail order resale items, to include the application and collection of applicable state and local taxes;
- h. a revenue management system that allows data imports to the state's accounting system, tracks payments from external agents, and manages park permit books inventory and assignment;
- i. a system to meet requirements for PCI (Payment Card Industry) credit/debit card security compliance; and
- j. fully compatible with Nebraska's credit card merchant Contractor.

I. BUSINESS CONTINUITY PLANNING AND DISASTER RECOVER

The Contractor must provide a primary and secondary site as bi-directional (or fail over ready) sites. Both facilities need to be classified as "Tier IV" under the guidelines set forth by the National Uptime Institute.

1. Contractor is required to create a quarterly test and report documents for the backup, failover, and disaster recovery procedures.
2. Data storage, development, relocation and backup services must be located in the continental United States and must use leading technologies. Contractor must provide a high-speed Storage Area Network (SAN) fabric that allows fiber data transfer speeds for offsite relocation of the Web-Based Permit/Licensing system. Contractor must provide a detailed data recovery plan emphasizing data and system recovery.
3. The Contractor must provide a Secure File Transfer Protocol (SFTP) server to upload and download data during scheduled exchanges of bulk information. A back up of the production database will be provided to NGPC on at least a quarterly basis, or as requested.

J. DATA OWNERSHIP AND STORAGE, REPLICATION AND BACKUP

All data, including stored documents, must be migrated from the current systems to the new Web-Based Permit/Licensing system prior to the go-live date. Testing of data migration must be done in advance to ensure data has not been lost or corrupted.

NGPC is, and will remain, the owner of all data maintained and/or calculated by the Contractor's system. The Contractor will be responsible for storing, on a secure central database, a full backup copy of the production database. The Contractor will be responsible for maintaining and storing all data and must remain accessible to NGPC at all times.

A backup of all databases will be provided to NGPC on a monthly basis, or as requested, to include a database mapping when the structure/fields of the database changes.

K. HOSTING ENVIRONMENT

The Bidder will provide a Development Environment and a User Acceptance Testing (UAT) environment as well as a Production Environment. The Development Environment will be used by the Contractor's personnel to test the product, make enhancements, and correct deficiencies before new code is moved to the UAT environment. The NGPC Project Manager and designee(s) should have access to the development environment throughout the development process.

A UAT site and database mirroring the structure and functions of the production environment will be available at all times for training purposes. The UAT database will be synchronized with the production database on at least a quarterly basis. The UAT environment must be completely separate and should have a distinctly different look than the production environment. After the initial development and implementation is complete, the UAT environment must be kept and maintained for training and for UAT in perpetuity of any subsequent additions or modifications to the Web-Based Permit/Licensing system.

L. INTERNET CONNECTIVITY

NGPC is responsible for internet connectivity at park offices and NGPC's Administrative offices. External Agents are responsible for internet connectivity at their locations.

M. BROWSER COMPATIBILITY

The System must be accessible using all currently supported versions of widely available browsers to include, but not limited to: Microsoft Edge, Internet Explorer, Safari, Firefox, and Chrome, as well as Apple and Android devices, and other personal mobile devices. No custom software will be required to reside on the user's device.

N. WEBSITE

NGPC's online website must be directly accessible by the public. The web page must be dedicated to the NGPC Web-Based Permit/Licensing system and may not contain any non-NGPC advertising. Changes in the design of the

web page after receiving NGPC approval will be coordinated through the NGPC Project Manager. The web page may be associated with a broader scale site, but when a customer searches for Nebraska Hunting/Fishing permits (for example), the customer shall be directed to the dedicated page that offers Nebraska Permits. The State Web-Based Permit/Licensing System shall provide a link to the NGPC homepage <http://www.outdoornebraska.gov>.

O. MAINTENANCE

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

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

The Contractor shall provide a Statement of Work (SOW) that lists all enhancements to be made to the Web-Based Permit/Licensing system. Prior to the approval of the SOW, an amendment will be made to the contract.

The Contractor shall monitor availability of upgrades offered by their hardware and make timely installation of such changes when technically appropriate, at no additional cost to NGPC.

P. INFORMATION SECURITY

The Nebraska Information Technology Commission (NITC) has adopted an Information Security Policy to provide a uniform set of reasonable and appropriate security safeguards for protection of the confidentiality, integrity, availability, and privacy of information collected, stored, and used to serve the citizens. All system components must be equipped with latest security protocol, currently TLS 1.2.

1. Server Security

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

2. Access Control

- a. In order to preserve the confidentiality, integrity, and availability, state information assets must be protected by a logical and physical access control mechanism.
- b. Logon banners must be implemented to inform users the system is for official agency use, user activities may be monitored, and the user should have no expectation of privacy. Logon banners are usually presented during the authentication process.
- c. The issuance and use of privileged accounts will be restricted and controlled.
- d. Access to an agency's trusted internal network must require all authorized users to authenticate themselves through the use of an individually assigned User ID and an authentication mechanism (e.g., password, token, smart card).
- e. Access to operating system code, services, and commands must be restricted to only those individuals who require access in the normal performance of their job responsibilities.

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

VII. FUNCTIONAL/TECHNICAL REQUIREMENTS

Bidder's response must clearly show how each NGPC requirement shall be met. Bidder must respond to every requirement listed in the Requirements Traceability Matrix (RTM) Attachment A, B, and C. Bidders should fully explain how the proposed solution meets the requirements. If bidder's proposal for meeting a requirement is not currently part of the solution in use, indicate when it will be available. NGPC is seeking a bidder that has experience administering fishing and hunting permits through a configurable, Web-Based automated real-time system. Throughout the response to requirements, bidders should explain the ability to meet this requirement. It is NGPC's desire to have a seamless solution incorporating all channels. NGPC prefers a single contractor with a seamless solution for all permits, big game management, park entry permit sales, magazine subscription, resale, CRM requirements. NGPC does not wish to exclude the use of innovative technologies and concepts as they become available. The system needs to grow and adapt to evolving environments and adopt new technologies.

The following describes NGPC's concept of a Web-Based Permit/Licensing system. It is a description of how permits may be purchased with the new system and is meant to be an informative account of anticipated processes. It should not be construed as exact or comprehensive, but rather as a general guide.

It is the desire of NGPC to maintain a unique customer ID as the main entry into the system when issuing fishing and hunting permits. Customers must have a profile to purchase permit(s), park permit(s), magazine(s) or any product from NGPC. The customer's profile shall include: First, Middle Initial, Last name, DOB, last 4 numbers of the SSN (alpha/numeric) email address, phone number, cell number, fax number, suffix, gender, hair and eye color, weight, height, residency (Nebraska/Non-Nebraska), Hunter Education (Firearm and Archer numbers and State), Veteran (T/F), Disabled (T/F), Senior (T/F, calculated based on DOB), Special Fish Permit Eligible (T/F), and Address (Street, Street 2, City, State, Zip, County, Country). Regardless of whether the permit originates at an agent, on the public website, Mobile application, or inquiry at an administration level, ensuring a customer exists in the system must be the first step of any process.

The system shall allow NGPC administration, the ability to add/delete, update, edit, and merge customer accounts. Any and all personal identifying information (PII) and permit data shall be secured.

A. CUSTOMER PROFILE

If a customer is new, the system must allow a profile to be created. The system shall create a unique customer identification number. NGPC staff, Agents, and online customers shall be able to input the required identifying information. A complete list of required information including landowner legal description or parcel numbers will be defined during the design phase of the project.

Address lookup/verification should occur prior to a new address being entered into the permits database. Addresses should be verified in real time, and missing or incorrect elements should be flagged and corrected according to United States Postal Service (USPS) standards before it is saved to the system. Prior addresses should be verified at the time of data conversion and ongoing maintenance of addresses making necessary adjustments or suggesting changes that meet the USPS standards.

To comply with business rules, the system shall have the ability to identify customers over the age of 69, Veteran preference, Active Military, Disabled Veteran, Student, and customers who qualify for Special Fish.

The system shall allow a customer, NGPC staff and administration, or Agent to create a new customer profile and add a custom comment to the profile. The profile shall include customer's name, customer's demographic and geographic information, landowner information, email, last 4 digits of the social security number, DOB, height, weight, hair color, eye color, residency status, hunter safety (firearm and/or archery) certification. The system shall allow edits to a customer's demographic and geographic information. NGPC Administration may edit the last four digits of a social security number, first and last name, date of birth, email, revocation status, residency, eligibility, demographic, and geographic information.

Once a customer's profile is created, the customer may not modify the last four digits of the social security number or their first and last name. The system shall allow the customer to modify their address, height, weight, hair color and preferences.

Landowner information must be tied to the customer profile. System shall allow for the following land descriptors: Parcel identification number, quarter, section, township, range, county, acres, possession (own or lease), relation to the owner, and name of the property owner. Administration must be able to view, edit, and add legal descriptions of land owned/leased by the customer.

B. TRANSACTION VALIDATION

The Contractor shall provide a system that implements NGPC's business rules (Appendix B) as designated by statutes, regulations, orders, administrative rules, internal controls, and/or agency policy that validates user entries and transactions. At a minimum the system shall validate the following:

1. Check to make sure all required fields are completed;
2. Check for invalid entries, such as invalid email addresses or phone numbers, missing digits in a social security number (alternative for non US Citizens that don't have SSN = INTL);
3. Check for invalid character(s) in a field;
4. Check for item prerequisites before adding an item to the "cart";
5. Check to ensure that the number of permits requested for a type/unit have inventory available;
6. Check that a customer exists in the database;
7. Check age, residency and other identifiers;
8. Check valid mailing addresses for subscriptions and donations; and
9. Check that a customer is not on NGPC's revocation list.

Validations shall be real time and visible edits and warnings shall be displayed to the user at the time of error. For example, during the course of the transaction, the system shall prompt the customer if a field is incomplete or invalid before posting the permit to the shopping cart. A complete list of business rules will be provided during implementation.

C. REPLACE OR EXCHANGE

The Web-Based Permit/Licensing system shall allow the replacement of permits for hunt, fish, combo, fur harvest or big game permits issued by NGPC to any person who has lost the original permit, per State Statute §§ 37-409 through 37-415 within the applicable season. The Web-Based Permit/Licensing system must automatically generate a duplicate permit or a replacement permit that indicates the permit is a replacement permit. The original permit being replaced must be marked as Void.

The Web-Based Permit/Licensing system shall allow the exchange of permits for small game hunt, fish, combo, fur harvest or big game permits issued by NGPC. To qualify for a permit exchange, both the original and the exchanged permit must have available inventory. Permit exchanges across calendar years are permissible as long as the price is the same or the system prompts for the collection of additional funds. Administration user IDs must be able to complete all refunds.

D. PRINT AND REPRINT PERMIT, RECEIPT AND CERTIFICATE

At the conclusion of a sales transaction, the Web-Based Permit/Licensing system shall print the purchased permits and if applicable, associated stamps. In addition to the permits, the system shall print a receipt itemizing the purchase(s) and indicate the form of payment received (along with applicable taxes paid). The Administration user IDs must be able to find a receipt and print as needed. The system shall print and reprint any current valid permits, stamps, or certificates that the customer has on their profile. Expired, voided or refunded permits shall only be reprinted by Administration.

Receipts shall be customizable by species and shall include the NGPC logo, website link, Agent location information and phone number. Online receipts must include NGPC logo, Lincoln Headquarters information and phone number. Customer may select the type of receipt they wish to receive: paper, digital, email, or text. Receipt must itemize the entire transaction including customer names on individual permits, applications, and certificates and when applicable, associated fees and taxes.

E. CHANNEL: PUBLIC WEBSITE AND MOBILE

1. Functions and Requirements:

A sales site optimized for mobile devices is required. A solution is desired that works on both Android and IOS platforms with ability to download an app from the appropriate app store. An electronic version of print-at-home documents in a format such as Adobe .pdf, along with a receipt, that summarizes the permit(s), application(s) or products being purchased, shall be automatically emailed to the customer at the conclusion of the transaction. The content/body of the email should be configurable by NGPC.

The Contractor shall design the components of the public website to function efficiently with the technology stack of the Contractor's e-commerce engine, so long as the components meet the requirements. The final design layout of the Public Website shall be subject to the approval of NGPC. The Contractor shall maintain close coordination and consultation with NGPC project management during the design phase such that no design work is initiated without approval of NGPC.

Access to the online Web-Based Permit/Licensing System shall be linked from NGPC's home page: <http://outdoornebraska.gov/>.

Online customers shall be notified when they are leaving the Web-Based Permit/Licensing System and shall be redirected to the hosted payment page. The Contractor shall provide links to the Public Website from

any site(s) maintained by the Contractor, as approved by the State. If the website is down for any reason, a page must be displayed that includes a message regarding the outage (cannot be a generic error message).

Public Website and Mobile sales shall be assigned a unique Internal Agent number. This allows NGPC to control through which channel permits may be sold. Due to regulations, a list of permits that are issued through the Public website and Mobile application will be provided during the design phase.

The Contractor shall collect and update all information required to issue, track, account for revenues and fees, and manage sales made through the Public Website and Mobile channels.

2. Sales Process

- a. After completing the login steps, the customer will indicate a purchase by adding permits, applications, and products to the “shopping cart.” The list of items the customer may add to the cart shall follow NGPC business rules and be validated prior to the item being added to the cart. The system must verify if the customer is eligible to purchase the permit(s). This includes any revocations (e.g., court order, delinquent child support, fail to appear, fail to comply, or insufficient funds). System must provide relevant error messages for the customer. The system should only show applicable permits based on the customer profile.
- b. If the system determines the customer is eligible to purchase items, the system shall collect the permit fee(s) from the customer via a credit/debit card. Upon checkout from either the public website or a mobile device, the customer shall be prompted to enter payment information.
- c. The system must use the State’s current contract for merchant services. The current State of Nebraska Credit Card Processing Contract will be provided during implementation. The public website shall process the transaction and the completed transaction shall be recorded in the database. The transaction shall be automatically accounted for, assigned a unique transaction ID, and shall become part of the transactions record and the customer’s history.
- d. Each transaction processed through the Web-Based Permit/Licensing system shall be bound by NGPC’s business rules.
- e. Upon completion of payment processing, the customer shall either be prompted to print the permits and receipt or an image of the mobile permit being purchased shall render on the mobile device. Customers shall automatically receive an email with a link to print the documents and the email shall have a .pdf of the permit attached.

3. Issue and Maintain Customer Profile and Customer ID

The Public and Mobile channel shall have the same profile and customer id number functionality as the Web-Based Permit/Licensing system. Please refer to the Customer Profile section (Section VII.A).

4. Edit Customer Profile

- a. The customer shall have the ability to revise profile information, except:
 - i. Customer’s first and last name,
 - ii. Date of birth,
 - iii. Last four digits of the SSN.

5. Add Friends and Family

System shall have functionality that allows friends and family to purchase permits, stamps, and certificates.

6. Public Website/Mobile Sales Business Rules

All Public and Mobile sales shall be bound by NGPC’s business rules as designated by statutes, regulations, orders, administrative rules, internal controls, and/or agency policy. The module should complete a lookup of Nebraska and Interstate Wildlife Violator Compact privilege revocations and provide a message to the customer if not eligible to purchase permits.

7. Fulfillment

The system shall have a process to purchase a temporary permit until the physical permit is received in the mail. The temporary permit will go through a fulfillment process in the Lincoln Headquarters office to include a report of the recipients and mailing addresses. The current permits, include but are not limited to:

- i. Annual and Duplicate vehicle park entry permits,

- ii. Aquatic Invasive Species stamps, and
- iii. Federal Duck Stamps.

A .csv file is required for transmittal to Amplex for the fulfillment of the Federal Duck stamps.

8. QR Code

All permits sold via the Public Website or Mobile channel should be identical to those obtained at a Commission or Agent location. The permit shall indicate it was purchased via the Public Website or Mobile, and shall obtain a “smart number” displayed in a QR code to be specified during the design phase. The smart number shall allow a conservation officer or other NGPC designee to make a determination if the document is fraudulent without examining the customer’s record in the Web-Based Permit/Licensing system.

9. Purchase of Preference or Bonus Points

The public website shall allow a customer to purchase a preference and/or bonus point.

10. Draw Applications

The Public Website shall allow a customer to apply for eligible draw or lottery permits. Customers shall have the capability to utilize the Web-Based Permit/Licensing system to perform the following functions:

- a. Prior to the draw, the customer shall be able to view the application and the units applied;
- b. Verify if a buddy application was submitted; and
- c. View the status of the draw results after the draw has been conducted and approved by NGPC.

11. Report Harvest

Using the Public Website or Mobile channel, the customer shall have the capability to report harvest of those species for which harvest reporting has been enabled.

12. Inquiries

Using the functionality of the Public Website or Mobile channel, customers shall have the functionality to review profile information.

13. Event Registrations

The Public Website should allow customers to register for events hosted by or sponsored by NGPC.

F. CHANNEL: ADMINISTRATION MODULE FUNCTIONS

An Administrative module is required allowing designated personnel access to perform all maintenance, reporting, and accounting functions related to the management of the Web-Based Permit/Licensing system.

The Administrative roles and functions shall be web-based and provide full https compatibility, multi-browser support, and functionality. The Administrative module shall require no additional front-end client software installation on NGPC computers.

Any additional software (i.e. to facilitate a VPN connection) required to remotely access the Administrative module should be provided. The Contractor should provide technical support for the configuration and operation of the VPN client software. Any VPN client software should be compliant with the State of Nebraska’s Technology Requirements.

All transactions or changes to the administrative module or role shall be logged to allow NGPC designees the capability to identify the history of the transaction.

Major functions the Administrative module must perform:

1. User IDs, Refunds/Voids

a. User IDs, Passwords, and Roles

Maintain the login IDs, passwords, and roles of system users. NGPC designees and the Contractor’s support desk staff must be able to reset passwords for Agents and NGPC users. Administration shall be able to enable and disable agent accounts in real time. Passwords must meet the minimum rudiments for NITC.

b. Manage Refunds and Voids

The administrative module shall have the functionality to manage all aspects of the refund or void process. The system must track who completed the transaction and credit the original sale.

- c. The Web-Based Permit/Licensing system shall allow refunds of a permit purchased in error. Online refunds must be processed through authorized NGPC Administration users.
 - d. The Web-Based Permit/Licensing system shall allow permits to be voided. Administration user IDs must be able to void any permit.
2. **Maintain and Create Permits and Products**
Authorized NGPC users should have the ability to perform the following maintenance functions:
- a. Permits, applications, stamps, certificates, and products;
 - b. Permit type(s);
 - c. Permits, applications, stamps, certificates, and product prices;
 - d. Financial account codes associated with permits, applications, stamps, certificates and products;
 - e. Season dates;
 - f. Set limited inventory of permits;
 - g. Weapons;
 - h. Bag codes;
 - i. Hunt units/zones;
 - j. Stamp types;
 - k. Images and pdf files (permit images, stamp images, receipt images, etc.);
 - l. Permit sale dates;
 - m. Immediately halt sales of specified permits;
 - n. Refunds and voids;
 - o. Draw and Lottery processes;
 - p. Business rules;
 - q. Sales start/stop dates/times;
 - r. Sales system (i.e. sold online, vendor, agent, mobile, NGPC only, etc.);
 - s. Revoke customers; and
 - t. Merge duplicate profiles to include permits and landowner information.
3. **Design Permits and Stamps**
Allow the creation of new permits and new permit types within the Administration module. The system should generate a unique bar code in a PDF417 that Law Enforcement can use to integrate with the State of Nebraska State Patrol E-Citation software (Track). All information related to a permit shall be visible on the permit such as name, address, DOB, weight, height, secure bar code, species (if applicable), any purchased state stamps, HIP, and hunter education numbers.
4. **Prequalifying Permits**
Allow authorized users, with the appropriate administrative access, the ability to add the following preferences to a customer's profile:
- a. Veteran's Preference;
 - b. Lifetime Disabled Veteran;
 - c. Special Fish;
 - d. Hunt from a vehicle certificate; and
 - e. Senior.
5. **Revise Agent Permissions**
Authorized users with administrative access should have the ability to remotely manage individual Agent permissions. Permissions include, but are not limited to:
- a. Authorization to sell certain permits;
 - b. View and edit NGPC location or Agent's Corporate and Agent information;
 - c. Update account codes associated with the location;
 - d. Add or disable user ids and passwords;
 - e. Update ACH banking information;
 - f. View and/or update Lodging tax rates;
 - g. View Sales Tax Rate;
 - h. Generate invoices and receive funds for sold permits;
 - i. Export account coding for permits sold;
 - j. Run reports by location to show sales;
 - k. Disable or Enable all permissions;
 - l. Manage user access rights; and
 - m. Authorization to perform additional functions (i.e., check-in harvested animals).

All changes to NGPC locations and Agent permissions should become effective immediately.

6. **Manage User Access Rights**

Authorized users with administrative access should have the ability to maintain the permissions of other users.

7. **Live Messages**

The system should have the ability to provide live messages to customers and Agents. Messages should be displayed when the customer or Agent logs into the system.

8. **Report Harvest**

Authorized users with administrative access should have the ability to update and report harvest of those species for which harvest reporting has been enabled.

9. **Search and Inquire Capabilities**

Authorized users with administrative access must have functionality to search, inquire, and/or drill down through data to view customer information, transaction details, permit number, draw application or stamp number. Each transaction should be searchable via the payment id, credit card transaction number, transaction id or receipt number.

10. **Manage Draws and Lottery**

The system shall support a draw and auxiliary draw process to award available permits. NGPC will manage the draw process. The Commission may continue to hold manual draws outside of the system. The Contractor shall fully document the method by which the draw or lottery will be conducted including all application processing steps and algorithms used to fairly select winners from the database of applicants. The system shall have the capability to perform Preference Point, Bonus Point, and general draws.

a. NGPC requires the draw process to include the following:

- i. Setup application and establish permit inventory;
- ii. Accept draw applications through the public website and Agent locations;
- iii. Allow administration to determine proper sales channel for draw applications;
- iv. Allow buddy permit applications;
- v. Allow group applications;
- vi. Manage preference and bonus points;
- vii. Allow first and second choices for hunt units;
- viii. Notify all applicants of draw success; and
- ix. Provide fulfillment of the permit.

b. NGPC requires the lottery process to include the following:

- i. Setup application and establish permit inventory;
- ii. Accept lottery applications through public website and Agent locations;
- iii. Allow administration to determine proper sales channel for lottery application;
- iv. Notify all applicants of draw success; and
- v. Provide fulfillment of the permit.

11. **Merge Duplicate Customer Profiles**

A user with administrative access shall have the ability to merge a duplicate profile.

12. **Update Taxes – Sales and Lodging by Location**

The system shall automatically calculate and account for sales and lodging tax and correctly apply to NGPC products and services in compliance with applicable tax regulations. The system should manage changes in tax laws and rates via a tax rate table (or functional equivalent) that includes state, county and district rates, as well as the business rules applicable to specific types of sales.

13. **Business Reports**

The system must have pre-formatted and ad-hoc business reports with the ability to summarize daily, weekly, monthly, and yearly transactions. Reports shall be broken down by Agent location. The report name, date and time of the report must appear on each report. Reports should be exportable as either .pdf, Microsoft Excel or .csv format.

A list of reports are included in Appendix A.

G. CHANNEL: AGENT SALES/CASH REGISTER MODULE FUNCTIONS (INTERNAL AND EXTERNAL)

1. Functions and Requirements

An Internal and External Agent Point of Sale (POS) system is required. The sales channel will be used by NGPC Internal Agents and External Agents to sell permits, certificates, applications, stamps and products and services. The POS system shall collect and update all information required to issue permits and track revenues and fees. The system shall conduct all transactions through the Web-Based Permit/Licensing system.

The Web-Based Permit/Licensing system sales channel should function with current and future technology. The final design shall be subject to the approval of NGPC.

All Agents should be capable of issuing any permit, application, certificate, product or service authorized for sale at a specific location. The POS Channel must follow the business rules as identified in Appendix B. All data collected (i.e. transaction data, Agent data, customer data, Permit data, etc.) shall be secured, preserved, accessible, and use the same data set as the public website, mobile, administration, and law enforcement.

The system shall assign a unique Agent number that allows NGPC to control which permits may be sold by that location and how the sales are recorded. Internal Agents have more sales authority than External Agents.

2. Sales Process

The Internal and External Agent channel shall allow the same functionality as the public website. The Internal POS channel shall allow for the sale of tangible goods at NGPC locations and include a daily reconciliation process (X and Z reports). The Internal Channel must be able to accept: cash, check, credit/debit card, Park Bucks, and money orders. External Agents accept all tenders except credit cards and Park Bucks through the sales channel. The Internal and External channels shall include a reconciliation process to include daily, weekly, and monthly sales reports, and an invoice must be available.

Each transaction processed through the POS channel shall be bound by NGPC's business rules. The system shall allow Agents to issue replacements of applicable permits.

Upon completion of payment processing, the clerk shall be prompted to print the permit(s) and receipt. Customers should also receive an email with a link to reprint the documents. The POS system shall print permits and certificates the same as the public website and Administration channel. It shall be able to reprint permits and certificates that were purchased through a different sales channel.

During the sales process, the Agent can assess the customer's hunter education status. If the customer does not have the proper hunter education credentials required for purchase of the permit(s), the system should automatically prompt the Agent to examine credential documents presented by the customer and enter the identifying information into the customer's profile.

The module should complete a lookup of Nebraska and Interstate Wildlife Violator Compact privilege revocations and provide a message to the customer if they are not eligible to purchase permits.

3. Refund a Sale

The system shall allow an Agent to refund a previously completed financial/permit transaction according to NGPC rules.

4. Favorites

The system should have a mechanism to display permits and products that a user frequently accesses. The mechanism should be customizable by each user.

5. Print and Reprint Permits and Certificates

The POS module shall have the ability to issue a replacement or duplicate Permit. The permit should be marked as a replacement or duplicate.

6. Obtain a Hip Certification

The Agent shall be able to enter Waterfowl Harvest Information Program (HIP) survey responses from customers into the system and issue a HIP certification number.

7. Application for Draw/Lottery Permits

The POS system shall allow a customer to apply for a draw and/or lottery application and to purchase permits awarded in the draw. NGPC allows this functionality for internal agents only.

8. **Harvest Check-in**
The system should have the ability to register harvest information. Only Agents assigned the appropriate role should have harvest check-in functionality.
9. **Administer Terminal Users**
Based on roles, a Clerk should have the ability to maintain the names and passwords at an Agent location.
10. **Business Reports**
The system must have pre-formatted and ad-hoc business reports with the ability to summarize daily, weekly, monthly, and yearly transactions. Reports shall be broken down by location/Agent. The report name, date and time of the report must appear on each report. Reports should be exportable as either .pdf, Microsoft Excel or .csv format.

H. CHANNEL: LAW ENFORCEMENT

A Law Enforcement module is required to allow searches, inquiries, and reporting to ensure compliance with Nebraska laws. The Law Enforcement module must include mobile functionality and be accessible from Windows-based computers and Android/Apple smart phones. Customer data should be searchable by wild card and Soundex.

Mobile functionality should include, but not limited to, customer geo-targeting to generate information for law enforcement and alert customers to geographic issues (hunt units) and safety concerns (boating, weather, area closures, and safety alerts).

The Law Enforcement module should access the Hunter Information Program (HIP) data and provide Law Enforcement personnel access. In addition, the Law Enforcement module should interface with all of the Commission's education certification programs to include: Hunter, Bow hunter, and Boater Education certifications.

The Law Enforcement module should interface with permit revocation data which is obtained from the Law Enforcement Division's database, Child Support Enforcement revocations, and the Interstate Wildlife Violators Compact database. The module should complete a lookup of Nebraska and Interstate Wildlife Violator Compact privilege revocations and provide a message to the customer if they are not eligible to purchase permits.

The Law Enforcement module should interface with the Law Enforcement Division's arrest database to alert Law Enforcement personnel of customers who have previously been issued a citation or warning by a Conservation Officer.

I. ADMINISTRATIVE EXTERNAL AGENT MANAGEMENT MODULE

1. System Access

System should provide External Agents the ability to manage active account(s) access at the corporate and individual store locations. System Users should be able to log in with a user id and password and have the functionality to change their own passwords. System should have an internal messaging process to allow administration to communicate directly with individual agent locations and corporate accounts. NGPC shall have administration access to enable and disable individual agent locations.

2. Agent Invoice

The system shall provide the External Agent(s) a monthly invoice that summarizes sold transactions. At a minimum, the invoice must itemize the permits sold and include the transaction amount, the amount due for remittance to NGPC, and how much the agent retains in issue fees. At any time, NGPC locations and Agents shall have the ability to view any invoice. The invoice can reflect multiple agent locations under a single corporate umbrella or by individual location. A Permit Agent summary report shall be available for year-end audit purposes to compare physical park permit book inventory sold counts with sales transaction information.

3. Permit Book Inventory- Consignment process

The system should collect information for the following:

- a. Purchase order information from the State Financial System,
- b. Initial bulk inventory of books;
- c. Consignment to agents;
- d. Remaining permit book inventory;
- e. Returned Permit book posting;
- f. Print agent labels for permit books; and
- g. Print shipping labels for mail orders.

4. Accounts Receivable

System should recognize receivable payments of checks, cash, money orders, or EFT. The system shall associate the financial account codes with the Agent's sales in order to deposit the funds into the State of Nebraska Financial System.

5. Automated Clearinghouse and Electronic Funds Transfer (EFT)

During the implementation of the Web-Based Permit/Licensing system, the Contractor, along with NGPC and the Nebraska State Treasurer, will determine requirements and procedures for all Agents pertaining to setting up a bank account from which the EFT funds will be transferred.

6. Agent Agreement

The Contractor should work with NGPC to develop an Agent agreement that fulfills all requirements related to financial accountability, customer service, and system information.

J. GIFT CARDS

The system must have the ability to implement gift cards as well as honor current NGPC Park Bucks. Customers should have the ability to purchase and redeem a gift card at any Agent location or online.

K. CUSTOMER RELATIONSHIP MANAGEMENT MODULE

The system shall include a Customer Relationship Management (CRM) module.

1. The Customer Relationship Management (CRM) Module should support:

- i. Communication with customers through multiple media platforms;
- ii. NGPC business goals including but not limited to:
 - a) increasing sales;
 - b) targeted marketing of customers to inform of special events and services;
 - c) offer marketing solutions to assist NGPC in meeting Recruitment, Retention and Reactivation (R3); and
 - d) increasing general awareness of hunting and fishing opportunities in Nebraska.
- iii. A customer record and document management module to track customer actions;
- iv. A data driven dashboard;
- v. Preset or ad-hoc reporting tool;
- vi. Advanced search capabilities;
- vii. API integration for inbound and outbound email;
- viii. Customizable html and/or text and email messages sent automatically or scheduled to customers or groups upon a configurable action including but not limited to:
 - a) becoming a first time-customer;
 - b) inactive customers;
 - c) permit renewal prompts;
 - d) hunt season dates;
 - e) cart abandonment; and
 - f) application periods.
- ix. API web services and other means of custom integration with other systems;
- x. Auto-message email communications to customers based on transaction dates or renewal dates;
- xi. Personalized content to customers for upsells and cross-promotion;
- xii. Automated thank you messages to customers for purchases;
- xiii. Create automated campaigns based upon customer action, or lack of action to include:
 - a) Automated call to actions for hunter education graduates;
 - b) Automated license renewal reminders for hunting, fishing and park permit holders; and
 - c) Automated license renewal campaigns based upon triggers such as prior to one year from purchase.

2. The system should establish key performance indicators including but not limited to:

- i. Services to ensure compliance and properly route emails;
- ii. Measure incoming traffic by source;
- iii. Integrate with analytical tools;
- iv. Track visits to call to action;
- v. Track call to action to conversion goal such as license purchase or account creation;
- vi. Track login and logout metrics;

- vii. Length of customer session on the website;
- viii. Length of time between customer system visits;
- ix. A/B testing variation;
- x. Track and respond to cart abandonment;
- xi. Integrate with social media to track information such as tagging and sharing; and
- xii. Plan, execute and measure outreach campaigns from start to finish.

The system should use standard programming language. The CRM API should be independent of programming languages, allowing users to develop applications in any programming language.

L. EVENT REGISTRATION MODULE

The system should provide a Web-Based Event Registration Module (ERM) for customers to register for events hosted by or sponsored by NGPC. The system should have a calendar that can be updated. The system should include interfaces for customers, students, instructors and staff.

The ERM should be fully integrated with the Web-Based Permit/Licensing system and CRM module. Customers registering for an event may need to create a customer profile. The ERM should allow NGPC to perform the following functions to include but not limited to:

1. Create a new event including:
 - a. number of registrations,
 - b. description of the event,
 - c. date and time of event,
 - d. beginning and end registration dates,
 - e. duration, and
 - f. location and directions.
2. Accept payments for events and be PCI compliant;
3. Define an event-specific email for customers who enroll for an event;
4. Display open, closed, and pending events;
5. Display the number of registrants;
6. Close registration on demand for an existing event;
7. Print, view and export lists of registered customers;
8. Email customer(s) enrolled in events; and
9. Support communications with customers through email and/or text messaging.
10. System should provide the following access for users to:
 - a. Schedule classes,
 - b. Schedule events,
 - c. enroll in classes,
 - d. sign up for free or paid events;
 - e. Enroll instructors,
 - f. Manage instructors,
 - g. Manage class registration and fees,
 - h. Course completion, and
 - i. Update student information.

The ERM should integrate with social media.

The system calendar should provide an API, web services and other means of custom integration with other systems. All events should show on a mobile-friendly event calendar. The event calendar should allow the addition and display of events which are free and do not require event registration.

The web host event and education interface must communicate with the Web-Based Permit/Licensing system for authorized transactions.

The system should provide NGPC with analytics and intuitive tools to manage events and evaluate success for recruitment, retention and reactivation of customers.

The design and presentation of the pages will be approved by NGPC.

M. AUTO RENEWAL

System shall allow a customer to auto renew eligible permits and Nebraskaland Magazine Subscriptions. Eligible permits will be identified at the time of project.

N. COMMUNICATION

System should allow a customer to opt-in or opt-out of communications from NGPC (USPS mailings, emails, text messages, etc.)

O. BUNDLE PERMITS

System should have the ability to bundle permits at a temporarily reduced rate during a promotional period.

P. WILDLIFE HARVEST REPORTING (WHR) MODULE

The system should allow customers to report wildlife harvests via the Public Website, Mobile, Administration module, Internal and External Agent modules, and via live operator telephone. The system should be fully integrated with the Web-Based Permit/Licensing system.

The harvest data should include the phone number or IP address used to access the wildlife harvest system. The module should provide complete, accurate, and real time customer wildlife harvest data. The system should have the ability to conduct searches, inquiries, and reports based on customer permit and wildlife harvest data.

The system should be configurable based on regulations. NGPC will provide a list of required fields in the design phase. Specific species examples include the following:

a. Elk:

- a) Year Season
- b) Species of game (Elk/Antelope/Whitetail Deer/Mule Deer)
- c) Check Station #
- d) Check Station City/Name
- e) Date Checked
- f) Seal Number
- g) Permit Number
- h) Permit Unit ID
- i) Permit Unit Name
- j) First Name
- k) Last Name
- l) County ID
- m) County Name
- n) Area ID
- o) Area Name
- p) Management Unit Abbreviation
- q) Full Management Unit Name
- r) Date of Kill
- s) Days Hunted
- t) Weapon
- u) Sex
- v) Age
- w) ELK Main Beam
- x) ELK Left Antler Points
- y) ELK Right Antler Points
- z) CWD
- aa) Location
- bb) GPS Latitude
- cc) GPS Longitude
- dd) Landowner
- ee) Incisors
- ff) DNA

b. Antelope:

- a) Year Season
- b) Species of game (Elk/Antelope/Whitetail Deer/Mule Deer)
- c) Check Station #
- d) Check Station City/Name
- e) Date Checked
- f) Seal Number
- g) Permit Number

- h) Permit Unit ID
 - i) Permit Unit Name
- c. Deer:
- a) Year Season
 - b) Species of game (Elk/Antelope/Whitetail Deer/Mule Deer)
 - c) Check Station #
 - d) Check Station City/Name
 - e) Date Checked
 - f) Seal Number
 - g) Permit Number
 - h) Permit Unit ID
 - i) Permit Unit Name
 - j) First Name
 - k) Last Name

The WHR module should assign a unique number for each individual animal to be harvested. Customers should report their harvest via four (4) different channels:

- a. Live-operator telephone reporting;
- b. Public Website;
- c. Mobile application; and
- d. Physical check-in station using the Administration or Agent module.

All channels should collect the same data and assign individual confirmation numbers.

All channels should submit data to the Web-Based Permit/Licensing system to enforce NGPC's business rules and associated harvest records with individual customers. The confirmation number verifies the animal has been checked and legally harvested by the customer. The confirmation number should include a confidential cipher to assist law enforcement officers in instantly determining the validity of the authorization number. The exact composition of the authorization number/cipher should be developed by NGPC and the Contractor during the design phase. All reporting channels should enforce NGPC's business rules and harvest regulations.

Q. FEDERAL HARVEST INFORMATION PROGRAM (HIP)

The system should be able to enter Waterfowl Harvest Information Program (HIP) survey responses from customers and issue/print a HIP certification. The HIP number should print on all hunt permits for the year(s) the certification is valid. HIP program data should be transmittable to the USFWS per Federal requirements.

R. CAPTIVE WILDLIFE MODULE (CWM)

The system should have an application and renewal process for Captive Wildlife permits. The system should include a workflow not limited to the following components:

- a. Application,
- b. Inspections,
- c. Renewals,
- d. Species inventory,
- e. Permits,
- f. Approvals, and
- g. Customer messaging capabilities.

S. ORGAN DONOR INFORMATION

The system should provide organ donor registration. The system should prompt Nebraska residents to register as a donor. The data should be available to export.

T. HISTORICAL FEE-EXEMPT CUSTOMER DATA MIGRATION

Prior to 2008, the Commission offered fee-exempt lifetime combo hunt/fish permits to residents 70 and older and veterans 65 and older. These permit holders were not migrated to the electronic permitting system and are currently housed in an internal Microsoft Access database. The successful proposed system would need to migrate all associated information for replacement purchases.

VIII. GENERAL SYSTEM AND TECHNICAL REQUIREMENTS

A. SYSTEM FLEXIBILITY

Statutes that govern fish and wildlife are driven by demands of the citizens and Legislators of Nebraska (<https://www.nebraskalegislature.gov/laws/browse-chapters.php?chapter=37>). The system shall facilitate changes made according to Statutes, Regulations, and Orders. These changes may include, but are not limited to, the following:

1. Closing, opening, limiting or expansion of hunt units;
2. Limited landowner changes;
3. Price changes;
4. Sales date changes;
5. Inventory changes;
6. Account code structure;
7. Scheduled changes that expand or limit access to hunting and fishing areas; and
8. Providing hunting or fishing opportunities for new species.

B. RESPONSE TIME

The system shall respond to user input. Page-to-page navigation (the time elapsed from when the user clicks an on-screen control until the next page/screen is completely loaded) should be no more than five (5) seconds 90% of the time and no more than ten (10) seconds 99% of the time.

C. ACCURACY

Financial accuracy throughout the system shall be to the nearest penny. Counts and sums of permits, customers, transactions, etc. shall be precise to the whole number. Averages and other mathematical relationships shall be accurate to the nearest hundredth.

D. NUMBER OF TRANSACTIONS

The system shall support the sale of at least 3.5 million permits, certificates, applications, products, harvest records, and issue fees per year. The system shall support the maximum anticipated number of transactions during peak periods of use in Nebraska. NGPC does not expect the future number of permits and products sold per month to differ significantly from the average of the past five (5) years; however, NGPC is subject to changes in legislation, which may impact the number of permits sold through the Web-Based Permit/Licensing system. Appendix E provides a summarized comparison of 2019 and 2020 permits sold.

E. NUMBER OF CUSTOMER RECORDS

The Web-Based Permit/Licensing system shall support the number of customers based on the sale of at least 2.4 million permits, certificates, applications, products, harvest records, and transactions per year.

F. EQUIPMENT MAINTENANCE

If the system requires equipment provided by the Contractor, the Contractor shall maintain all front and back-end hardware and software components of the system, including all interfaces, technical infrastructure, programming, documentation, licensing and system support processes, financial and accounting processes, and help-desk operations. All shall be kept operational to all specifications and requirements described herein.

1. The following services shall be provided by the Contractor at no additional cost to the State:
 - a. Warranties that all hardware and software components (individually and in total) operate according to specification, are free of defects, and shall not fail in operation. The warranties shall be valid for the entirety of the Contract term including all renewals;
 - b. Maintain the equipment and software supplied, keeping it in proper working condition and providing both preventative and corrective maintenance; and
 - c. Provide trained maintenance staff capable of diagnosing and isolating troubles from the computer, through the network, to the Contractor's server.

G. FUTURE ENHANCEMENTS

The system should remain flexible as new technology becomes available, within the scope of the RFP.

H. SERVICE LEVEL REQUIREMENTS

All channels shall be fully functional 24 hours per day, 365 days per year except as further described in this section.

Between the hours of 4:00 AM and 1:00 AM of the following day, Central Time, 365 days a year, no single outage or combination of outages of the system shall last more than 15 minutes per 21-hour period. The Contractor may utilize

the hours between 1:00 AM and 4:00 AM, Central Time, for routine system maintenance and upgrades, subject to the conditions and restrictions described in this section.

The Contractor should make every effort to avoid scheduled maintenance and upgrades during NGPC's peak business seasons. Peak seasons can vary during any given year, depending on the species and the number of permits available. Because of the variations in peak transactions and the activity relating thereto, the Contractor shall obtain written approval prior to any maintenance or upgrades performed.

Customers, Agents, and Administrative Users attempting to utilize any portion of the Web-Based Permit/Licensing system affected by maintenance during the regular maintenance window shall receive a notification of the status of the system and expected time of service restoration.

The Contractor shall notify NGPC immediately whenever any single outage or combination of outages lasts or is anticipated to last for a period of time greater than 15 minutes per 24-hour period. The Contractor shall provide an explanation of the problem causing the outage(s) and provide an estimate of when the system will be back online.

I. ISSUE SEVERITY CLASS DESCRIPTIONS

The Contractor shall provide and maintain a Web-Based issue tracking and management system. An issue is a partial or total loss of functionality of the Web-Based Permit/Licensing system, or an aspect thereof. The Contractor shall grant authorized NGPC personnel access to the issue tracking and management system used for the Web-Based Permit/Licensing system. NGPC administrative personnel shall be granted rights to enter a new issue, review open issues, and append to existing issues. NGPC personnel shall be granted rights to create reports of outstanding issues, service requests, and feature enhancements.

Should technical issues arise with any portion of the Web-Based Permit/Licensing system, all parties shall be notified immediately via phone and/or email for issues with priority rating of 1-4 with 1 being the highest. The issue shall be logged by either the Contractor or NGPC personnel into a system the Contractor uses to manage outstanding issues. The timestamp logged in the Contractor's issue management system shall be the "Incident Time" of the issue. NGPC shall decide the appropriate severity class and may change, including escalate, the severity class level initially chosen by the Contractor if the Contractor logged the issue into the system.

Any incident that results in NGPC's inability to collect and manage revenue and/or issue permits is considered Production Down, Severity Class 1. This issue class requires an "all hands on deck" response from the Contractor.

1. Severity Class 1 issues include the following:
 - a. Total loss of the ability to sell permits, certificates, stamp, applications, or products, for any reason;
 - b. Inability to sell "first day of sale," high demand items including but not limited to "over the counter" or forfeited permit and/or any permit/product for which there is a limited number of inventories;
 - c. System functions related to the generation of, approval of, or transmittal of an EFT;
 - d. Credit card sales and PCI compliance issues;
 - e. Any other loss of functionality that may inhibit NGPC's ability to manage or collect revenue; and
 - f. Any other issue that requires immediate response from the Contractor.
2. Severity Class 2 issues relate to any of the following:
 - a. Any issue that may prohibit NGPC from collecting harvest reports;
 - b. Any functional issue that may prohibit customers or groups of customers from purchasing one or more Permit, such as the incorrect application of a business rule, resulting in partial loss of the ability to sell permits, certificates, stamp, applications, or products; and
 - c. Any issue that prohibits NGPC from accessing the Administrative module or performing core functions within the module.
3. Severity Class 3 issues relate to any of the following:
 - a. Any issues printing an individual item or group of items, such as missing/incomplete information on the print document; and
 - b. Any issue that may prohibit a single customer from purchasing one or more permits, certificates, stamp, applications, or products due to an unknown system irregularity.

4. Severity Class 4 issues are all other issues that do not affect the system's ability to carry out required business processes. Severity Class 4 issues do not have a pre-defined "Time to Repair." Each Severity Class 4 issue will be assigned a "Due Date" on a case-by-case basis when the issue is created.

See Section II.U for performance requirements.

J. INCIDENT ESCALATION

Contractor must promptly escalate an issue upon receiving a request from NGPC or an agent or representative of NGPC. For the purposes of this subsection, escalation means prioritizing an issue for prompt or immediate repair and resolution, depending on the level of escalation, and at the Contractor's level may include, but is not limited to:

1. Assigning more (or different) staff resources to the issue;
2. Notification of the Contractor's senior management or chief officer(s) of the outstanding issue(s) and/or;
3. Changing the technological resources assigned to the project (i.e., adding emergency server/network capacity).

K. AFTER INCIDENT REPORT

For issues of severity class 1-3 the Contractor shall prepare a standardized "after incident" report providing the following information:

1. Date and time the incident was reported (incident time);
2. Contractor's staff assigned to resolve the issue;
3. Detail on what steps were taken to resolve the issue;
4. Root cause(s) of the issue;
5. Steps to be taken to ensure the issue does not occur again; and
6. Date and time the incident was marked as resolved.

The Contractor shall deliver the after-incident report to NGPC within ten (10) business days of the resolution of the issue.

L. RESOLUTION OF CUSTOMER PRINT ISSUES

The system shall print accurate information on a customer's permits, certificates, stamps, and applications. Upon discovery of a print issue, customers shall receive documents with correct and complete information and NGPC shall be provided a complete list of affected customers.

M. SERVICE SUPPORT COMMUNICATION

A method of service support communication shall be developed during the design phase that ensures instant and constant contact between the Contractor and NGPC including but not limited to:

1. Telephone operation staffing plan:
 - a. NGPC Staff;
 - b. External Agents;
 - c. Public Website;
 - d. NGPC Law Enforcement; and
 - e. Harvest Report.
2. Email;
3. AI Chat Bot; and
4. Help text with hyperlink(s).

All costs shall be the responsibility of the Contractor.

N. DATA USE AND SECURITY

The Contractor shall secure all data from manipulation, sabotage, fraudulent card testing, theft, or breach of confidentiality. Any data collected by the Contractor on behalf of the State through its work for the State, from any source, shall be kept confidential and not shared or distributed to anyone other than authorized NGPC personnel except at the direction of authorized NGPC personnel. The following security and privacy requirements apply to all sales channels and modules:

1. The Contractor is prohibited from releasing any financial, statistical, personnel, customer and/or technical data obtained from the State that is deemed confidential;
2. The Contractor shall not compile or add customer names to any mailing lists maintained by the Contractor, the Contractor's affiliates, or any third party;

3. The Contractor shall not, itself, or utilize any third-party services to compile or report customer buying habits without explicit permission from, and in cooperation with, NGPC;
4. The Contractor shall not share data or customer information internally or with affiliates without explicit permission from, and in cooperation with, NGPC;
5. For customers utilizing credit cards to process transactions, the Contractor shall not store the customer's complete credit card number anywhere in the Contractor's system or report the customer's credit card number to a third party or affiliate of the Contractor after the customer's transaction is complete. The Contractor may store a portion of the customer's credit card number not to exceed four (4) digits in order to allow customers to identify which credit card was utilized for the purchase at a later date; and
6. Upon request, the Contractor shall produce a list of all of its employees who have access to all State data generated by the system.

Any non-contractual use, sale, or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, shall be considered a violation of the Contract and may result in Contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

O. FINANCIAL

The system shall provide a revenue management module that collects revenue for all purchases. The financial structure must provide a breakdown of revenue that conforms to GAAP and NGPC's current accounting system, JD Edwards EnterpriseOne 9.2 or subsequent financial system. The system shall provide adequate security, internal controls, and management reporting to ensure revenue transactions and permit data are processed accurately and consistently in real-time, including ad-hoc reporting capability.

The revenue management module shall provide a comprehensive audit trail and reconciliation reports to support varying end-of-day schedules. The module shall allow NGPC to trace a customer's payment back to the original transaction and provide specific details of the transaction. Tender types shall include: cash, check, money order, credit/debit card, Park Bucks, and Internal Billing Transaction (IBT). Internal and External summarized agent sales for the calendar year 2020 is attached in Appendix F.

The revenue management shall allow additions and edits to account codes. The current chart account layout includes: fund (5 digits), business units (8 digits), object account (6 digits), Subsidiary (8 digits), Sub-ledger (8 digits), and Sub-ledger type (1 digit). A list of current revenue object codes is in Appendix G. Permits by dollar and object code is Appendix D.

P. PCI COMPLIANCE

The system shall comply with the security requirements and industry standards of the Payment Card Industry (PCI). Vendor can find details of the PCI DSS at: https://www.pcisecuritystandards.org/pci_security/standards_overview.

The State of Nebraska, State Treasurer Office, provides information on the State's Payment Card Industry Data Security Standard (PCI DSS) Compliance. NGPC follows the guidelines set forth by the State Treasurer <https://treasurer.nebraska.gov/tm/pci-dss/>.

Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of cardholder data. In the event of a breach of any of Contractor's security obligations or other event requiring notification, Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of Nebraska and employees from and against any claims, damages, or other harm related to such a breach.

Contractor shall provide the following:

1. Attestation of Compliance (AOC) documentation and certification annually and/or upon request of NGPC;
2. Cardholder data flow diagram;
3. Incident response plan;
4. Vulnerability scans; and
5. Security policy

Q. DATA REPOSITORY FACILITIES

The Contractor's system shall be housed in a secure facility that is protected against physical damage due to fire, earthquakes, explosions, and other occurrences.

Access to the Contractor's facilities shall be limited to authorized personnel who require access as part of their job duties. NGPC personnel shall be able to view, upon demand, a list of the Contractor's employees with access to the data center.

The Contractor shall allow authorized NGPC personnel access to the data center at any time for inspection with forty-eight (48) hours advance notice.

All data repository facilities, hardware, and software must be located in the continental United States.

R. ACCESS TO THE SYSTEM

All NGPC personnel who directly access the Contractor's server shall be authenticated with a username and password logon. It should be possible for NGPC Administration to maintain the access privileges of those who have access to various system resources and capabilities.

The Contractor shall ensure that all system software on terminals and the central server is maintained free of viruses and other malicious software.

The Contractor's server shall employ reliable state-of-the-art technology for resisting denial-of-service and other hostile attacks.

The Contractor shall maintain a detailed schematic of the architecture of the proposed system and provide NGPC with a new schematic each time the architecture changes.

S. SECURITY PLAN

A draft security plan is required with proposal submission. The document shall describe the administrative, physical, technical and controls to be used by the system and/or services. The Contractor's security plan must, at a minimum, provide security measures for the following areas:

1. Facilities Physical Security;
2. System Security;
3. System Data Security; and
4. Administrative and Personnel Security.

The security plan shall provide for review of the Contractor's operations and control system. The Contractor shall have the capability to detect and report attempted unauthorized entries into the facility and system. All security requirements for the Contractor apply to development, testing, production and backup systems.

The Contractor shall provide a summary overview of the security document and describe how it has been incorporated into a larger security program for automated data processing. The Contractor shall highlight security features of the system.

1. The security plan shall identify and define:
 - a. Regulations and security requirements (e.g., PCI, HIPAA, FISMA ,etc) ;
 - b. System, Administrative and Personnel Security: the security responsibilities of and supervision required for information owned and / or operated by the Contractor. Security responsibilities include responsibilities for administration of the infrastructure, implementing or maintaining security and the protection of the confidentiality, integrity, and availability of information systems or processes;
 - c. Workforce Security: the control process for hiring and terminating of Contractor's employees, and method used for granting and denying access to the Contractor's network, systems and applications. Identify and define audit controls when employment of the employee terminates;
 - d. Role based security access: the products and methods for role-based security and access to the Contractor's infrastructure and access to the State's infrastructure;
 - e. Password Management: the appropriate password management controls to meet defined regulation or security requirements;
 - f. Logging/Auditing controls: The Contractor's audit control methods and requirements;
 - g. Incident Management: the methods for detecting, reporting and responding to an incident, vulnerabilities and threats;
 - h. Vulnerability/Security Assessment: the products and methods used for scanning Contractor's infrastructure for vulnerabilities and remediation of the vulnerabilities. Identify and define methods used for initiating and completing security assessments;
 - i. Anti-virus/malware controls: the products and methods for anti-virus and malware controls that meet industry standards. It shall include policy statements that require periodic anti-viral software checks of the system to preclude infections and set forth its commitment to periodically upgrade its capability to maintain maximum effectiveness against new strains of software viruses;
 - j. Firewall: the products and methods for firewall control process and intrusion detection methodology;

- k. Database: the products and methods for safeguarding the database(s);
- l. Server and infrastructure: the products and methods for "hardening" of the hardware operating systems;
- m. Transmission: the products and methods on how its system addresses security measures regarding communication transmission, access and message validation; and
- n. Data Integrity: the products and methods on the integrity of all stored data and the electronic images, and the security of all files from unauthorized access. The Contractor must be able to provide reports on an as-needed basis on the access or change for any file within the system.

T. SECURITY ASSESSMENT OF THE CONTRACTOR'S SYSTEM

The Contractor shall allow reasonable access to systems and applications for security inspections and audits by the State during the Contractor's normal business hours, after giving Contractor five (5) business days prior written notice. All systems and applications developed by the Contractor shall be subject to vulnerability assessment scans and/or audits as requested by the State, conducted by an independent and accredited third party.

U. ANTI-VIRUS AND MALWARE CONTROLS

The Contractor shall deploy industry-standard antivirus and anti-malware software to all Contractor supplied hardware that support installation of this software type. The Contractor shall ensure that the antivirus/anti-malware software on the Agent's equipment is current. In the Contractor's security plan, the Contractor shall describe the software to be used and describe the Contractor's internal antivirus/anti-malware countermeasures.

V. NETWORK SECURITY

The Contractor shall maintain the Contractor's network security to include, but not limited to: network firewall provisioning, intrusion detection and prevention, denial of service protection, annual independent and accredited third party penetration testing, and maintain a hardware inventory including name and network address.

The Contractor shall have products and methods that continually monitor for malicious activity, malware, intrusions and audit records within the Contractor's network.

W. WIRELESS, REMOTE AND MOBILE ACCESS

The Contractor shall have security controls for provisioning accounts, account authorization, wireless access to all of the Contractor's site(s), account/credential verification, audit/logging, VPN, and TCP/UDP port restrictions.

X. CHANGE/CONFIGURATION MANAGEMENT AND SECURITY AUTHORIZATION

The Contractor shall establish a change/configuration methodology, establish a baseline configuration, and track changes to the configuration. The Contractor shall identify and maintain a list of software programs authorized to execute on its systems. When the Contractor has a major change to the system or application, the State's Contract Manager shall be notified, a security scan shall be conducted, and the results of the security scan shall be made available to the SCM for approval prior to deployment of the configuration change.

Y. RISK MANAGEMENT PLAN

The Contractor shall establish a risk management plan identifying technical and security risks, and details how those risks will be reported and mitigated. The initial risk management plan shall be provided to the NGPC Information Technology Manager prior to initial implementation of the Web-Based Permit/Licensing system. Subsequently, the risk management plan shall be reviewed and modified on an annual basis in consultation with NGPC.

IX. IMPLEMENTATION

The Contractor shall manage the Web-Based Permit/Licensing system throughout the design, development, administration, and delivery stages. The following management, planning, and design elements should be provided by the Contractor:

A. DATA MIGRATION AND TRANSITION SERVICES

The Contractor shall be fully responsible for ensuring a seamless transition between the existing permit system and the new Web-Based Permit/Licensing system. A seamless transition should occur between the old and new systems. All channels of the new Web-Based Permit/Licensing system shall be tested prior to the rollover date.

The bidder shall provide a draft conversion plan listing all tasks needed for the conversion to the new system. The bidder's draft plan should address the milestones and associated timeframes to include, but not limited to, the following:

1. Define steps taken to ensure minimal downtime between the new and old systems for all sales channels;
2. Downtime for complete migration and cutover to the new system shall not exceed 24 hours;
3. Develop a plan and schedule to migrate all existing customer data and history (i.e. customer numbers, sales history, hunter education history, revocation history, purchase history, etc.) from the current system to the proposed Web-Based Permit/Licensing system;
4. Develop a plan and schedule to route customers from the current Public Website to the proposed Internet URL;
5. Develop a plan and schedule to transfer harvest reporting from the current system to the new Web-Based Permit/Licensing system;
6. Develop a plan and schedule detailing NGPC staff training;
7. Develop a plan and schedule detailing equipment rollout for NGPC locations and Agents in advance of the new system rollout;
8. Develop a plan and schedule detailing the steps needed to set up the financial aspects of the new system including any pre-note authorizations to Agent bank accounts and to deposit monies from sales into the State of Nebraska's Treasury account.

B. SCHEDULE OF WORK

Due to the cyclical nature of Permit sales, applications, draws, lotteries, and hunting seasons, NGPC may allow certain non-critical components (e.g., event registration, captive wildlife, organ donation, and administrative external agent management module) to be integrated after initial migration. Exceptions to the component roll out and revised deadlines for implementation must be proposed by the Contractor and approved in writing by the NGPC Budget and Fiscal Administrator.

C. PROJECT TIMELINE

The bidder shall submit a draft Schedule of Work defining the project timeline. The Contractor and the State will establish deadlines at the project initiation meeting. The project initiation meeting should be within thirty (30) calendar days of the Contract award at a location agreed upon by both parties (virtual or in-person). The meeting will review and revise the draft of the Project Management Plan and Schedule of Work.

D. DESIGN, DEVELOPMENT AND IMPLEMENTATION PHASE

NGPC's estimated anticipated completion dates are as follows:

ITEM	PHASE	TASK	ACTION ITEMS	Anticipated Completion Date
1	Initial	Web-Based Permit/Licensing System Mobilization	<ol style="list-style-type: none"> 1. Project Kickoff 2. Finalize Mobilization Plan; 3. Execute Mobilization Plan; 4. Designate Mobilization Personnel; and 5. Expand and Refine Project Plan for the Permit System Platforms per NGPC Business Rules and Internal Controls. 	Within 15 days of contract start date
2	Design	Web-Based Permit/Licensing System Design and Development	<ol style="list-style-type: none"> 1. Finalize Design and Development Plan; 2. Execute Design and Development Plan; 3. Expand and Refine Integration Plan; and 	3-4 months of contract start date

ITEM	PHASE	TASK	ACTION ITEMS	Anticipated Completion Date
			4. Expand Contingency Plan for Permit system Platforms	
3	Customization, Configuration, and Data Migration	Web-Based Permit/Licensing System Integration	1. Finalize Integration Plans; 2. Execute Integration Plans; 3. Assess Integration Plan; and 4. Expand & Refine System Test Plans	4-6 months of contract start date
4	Test	Web-Based Permit/Licensing System Acceptance Test	1. Finalize System Test Plans; 2. Execute System Test Plans; 3. Assess System Test Plans; 4. Expand & Refine Implementation Plans; and 5. Implement Contingency Plan for Permit System Platforms	6-9 months of contract start date
5	Implementation	Web-Based Permit/Licensing System Rollout	1. Finalize Implementation Plans; 2. Assess Implementation Plan; 3. Execute Implementation Plan; 4. Expand & Refine Operations & Maintenance Plans; and 5. Assess Contingency Plan for Permit System Platforms	Within 1 year of contract start date
6	Production – Post Go Live	Web-Based Permit/Licensing System Operations	1. Finalize Operations & Maintenance Plans; 2. Execute Operations & Maintenance Plans; 3. Assess Operations & Maintenance Plans; 4. Release & Deploy Operations & Maintenance Plans; and 5. Release & Deploy Contingency Plan for Permit System Platforms	Within 1 year after contract start date

Bidders should propose the schedule and milestone dates to best meet requirements and mission critical deadlines. Bidders should identify any proposed alternative schedule that does not meet mission critical goals.

Bidders should consider NGPC’s mission critical permit dates and peak season months, provided below, and must coincide with the project plan. In addition, the State’s fiscal year-end is June 30th.

Permits	Anticipated Sale Month
Annual Hunt, Fish, Fur Harvest Park Entry	November Prior Calendar Year
Spring Turkey	January
Fall Turkey	August
Paddlefish Archery Applications	March
Paddlefish Archery Draw	March
Paddlefish Snagging Applications	July
Paddlefish Snagging Draw	July
Landowner Elk (Bull and Cow) applications	May
Landowner Elk (Bull and Cow) draw with preference points	June
General Elk (Bull and Cow) applications	June
General Elk (Bull and Cow) draw bonus points	July
Landowner Antelope application	June
Landowner Antelope draw preference points	July
Antelope application	June
Antelope draw preference points	July
MDCA Deer Resident and Nonresident applications	June
MDCA Deer Resident and Nonresident draw preference points	July
Resident and Nonresident buy date (deer and antelope late season)	August
Bighorn Sheep applications	April
Bighorn Sheep lottery draw	August
Supper Tag and Multi Species application	January
Supper Tag and Multi Species lottery draw	July
Mountain Lion Applications	November Prior Calendar Year
Mountain Lion Draw	December Prior Calendar Year

E. DESIGN PLAN

The bidder shall provide a draft design plan with all aspects of the planned Web-Based Permit/Licensing system at a design level suitable to serve as a draft work plan prior to the actual development of the Web-Based Permit/Licensing system. The Contractor shall create the final design plan in consultation with NGPC designees. The final design document will serve as the foundation for the entire Web-Based Permit/Licensing system and its components. The draft design plan shall identify the following:

1. What may be delivered or provided;
2. Who may perform tasks and is responsible for delivery of products and the performance of services;
3. How tasks may be accomplished, deliverables produced, and services provided; and
4. When activities occur, products delivered, and services rendered.

F. PROJECT MANAGEMENT PLAN

The Contractor shall perform full project management tasks during the design, implementation, and maintenance phases. During the design and implementation phases, the Contractor shall provide a detailed project management plan for each phase, as well as a detailed and baselined project schedule such that the impact of delays to the delivery of any component of the system may be seen on future delivery dates.

During the maintenance phase, the Contractor shall provide an annual baselined project management plan that details work expected to be completed for the upcoming year. The plan shall list delivery dates of any known change orders within scope, dates of critical project milestones such as on-sale dates, dates upon which testing shall be complete, anticipated dates for the completion of buy dates, draws, applications, and other critical dates to be defined during annual planning.

All project management plans are subject to approval by NGPC prior to its acceptance as a deliverable.

G. PROJECT MANAGER

The Contractor shall assign a Certified Project Manager (PMP Certification) to this project. The Project Manager shall be available to NGPC, in-person or virtual, during normal work hours through the critical phases of the project as agreed to by NGPC and the Contractor.

The Project Manager should serve as a single point of contact for NGPC. The Project Manager shall be responsible for developing, revising, and tracking a detailed project plan encompassing every aspect of the project throughout its life cycle. The plan should include the activities of any subcontractors used by the Contractor. The current plan, and its status, shall be available to NGPC upon request. The Project Manager is required to provide project coordination services, including scheduling meetings and filing reports, as described below:

1. **Project Status Meetings:** The Project Manager should report project status to NGPC on a weekly basis. Meetings may be in-person or virtual, per mutual agreement of both parties. Agenda items should be submitted a minimum of 24 hours prior to the meeting, and be prepared by the Project Manager.
2. **Status Meeting Reports:** The Project Manager should provide a written status report of the meeting within one (1) business day following each project Status Meeting. The report should include attendees, agenda, overview of topics discussed, new actions, who is responsible and by when, and status of prior actions.
3. **Project Status Reports:** The Project Manager should provide monthly summaries within five (5) business days from the end of the month being reported on, concerning the status of the project, including a summary of the last month's activities, a list of major accomplishments, major milestones met, deliverables completed, issues-problems-actions, and work for the next period.

H. USER ACCEPTANCE TESTING (UAT)

The Contractor should conduct functional, system/integration, regression, load/performance and/or stability tests as applicable as part of the quality assurance plan for each system release. Use of industry standard automated testing software is strongly encouraged. The software shall be flexible to handle changes and requirements of any complexity, allow for the recording and playback of scripts, along with the ability to maintain an ongoing test data suite. Regression testing will fully test all previous functionality. The amount and type of testing should be commensurate with the size, scope, and risk of the specific release as mutually agreed upon by the Contractor and NGPC.

System performance load and stress testing shall be conducted to ensure acceptable performance in production.

The Contractor shall complete pilot testing, in accordance with the plan and project schedule developed as mutually agreed upon by the Contractor and NGPC. The testing shall include all Web-Based Permit/Licensing system channels and components.

The UAT projects shall be designed to minimize the disruption of current operations for NGPC. The Contractor shall be responsible for conducting training for participants in the UAT project and NGPC personnel.

X. POST IMPLEMENTATION

A. SCHEDULED DOWNTIME

The contractor shall provide written advance notification of scheduled downtime and Web-Based Permit/Licensing system updates, allowing time for NGPC staff to plan and test.

B. DOCUMENTATION

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

C. CHANGE CONTROL

The contractor shall collaborate and coordinate any changes to the Web-Based Permit/Licensing system with the NGPC Project Manager or designee. The NGPC technical team will be included in the change management process. Any plan changes must be agreed upon by both parties and documented.

D. HELP DESK

The contractor must provide a help desk, to resolve Web-Based Permit/Licensing system related problems presented by NGPC staff, with no limit on the number of calls that can be placed to the help desk. Help desk support personnel will be available at an 800 telephone number at least during the following daily hours: 8 a.m. to 6 p.m. CT (7 days a week). Help desk support options must be available, 7 days per week, 24 hours per day for reporting issues. The help desk will function to solve problems and will maintain a log of all calls reporting problems or requesting assistance, fully documenting the problem(s) and what action(s) were taken to correct the issue(s). The log will be made available to NGPC upon request.

For severity situations refer to Section VIII.I.

E. TRAINING REQUIREMENTS

The Contractor shall train designated NGPC Administration staff and Internal Agents involved with the Web-Based Permit/Licensing system and administrative functions. The Contractor should be responsible for the development of the curriculum and the training for a train-the-trainer environment. The Contractor shall use the actual equipment hardware and software to conduct the training. The training curriculum should be designed to ensure all users are effectively trained to operate the system features and components. NGPC personnel shall have the opportunity to review and make changes to the curriculum before training begins.

1. Training Plan

During the design phase, the Contractor shall create a training plan in consultation with NGPC. The training plan shall require the approval of NGPC prior to final implementation. Virtual training plan should address the following proposed timeframes for train-the-trainer:

- a. NGPC Administration training: minimum of 10 maximum of 24;
- b. Public Website and Mobile training: minimum of 10 maximum of 24;
- c. Law Enforcement training: minimum of 6 maximum of 12;
- d. Sales/Cash Register and Internal Agent Staff training: minimum of 10 maximum of 24; and
- e. Sales/Cash Register and External Agent Staff: minimum of 5 maximum of 10.

The training plan should be kept up-to-date as system functionality changes through the term of the Contract to include all renewals and extensions.

The Contractor training staff should be able to answer all questions NGPC has regarding computer settings, equipment setup, and procedures regarding the application's core processes and components.

2. Ongoing Training

Any training documents, including videos and other media, should be approved by NGPC prior to use, and be kept current and maintained throughout the term of the Contract to include all renewals and extensions.

3. Training Manual

The Contractor shall create and supply NGPC with an online electronic training manual including computer settings (if applicable) to include, but not limited to:

- a. System logon and password reset;
- b. Step-by-step guide to issue permits;

- c. Apply for draw applications;
- d. Claim draw awards;
- e. Void/refund transactions;
- f. Create permit;
- g. Product accounting;
- h. X & Z reports; and
- i. View daily/weekly/monthly/yearly sales.

F. TRANSITION PLAN REQUIREMENTS

The bidder must have a draft transition plan when a change in contractor occurs. The plan must be applied at both the beginning and the end of the contract.

1. The transition plan should facilitate:
 - a. Transfer of all knowledge to operate the Web-Based Permit/Licensing system;
 - b. Documentation of all support processes, procedures, functions, and staffing requirements; and
 - c. Collaboration to affect an orderly transition of operational control.

2. The awarded bidder will collaborate with NGPC to create a transition plan. The final transition plan will be completed within 90 days of the contractor start date. The draft transition plan should include:
 - a. Project schedule with key milestones defined in terms of duration;
 - b. Descriptions of approach to knowledge transfer, including capturing and preserving the knowledge necessary to maintain the functions, applications, and services of the Web-Based Permit/Licensing system;
 - c. Conversion of Web-Based Permit/Licensing system data;
 - d. Resources and time commitments for training and knowledge transfer;
 - e. Outline of procedures to be followed during the transition period;
 - f. Roles and responsibilities as related to transition;
 - g. Point of contact and procedures for managing issues during the transition period;
 - h. Transition test plan and procedures;
 - i. Communication plan;
 - j. Risk mitigation plan and strategy; and
 - k. Contingency plan for failed transition.

The current Permit and Harvest system, including hardware and software, is owned by NGPC. The Hunter Education module is provided by Kalkomey Enterprises.

G. END OF CONTRACT PROVISIONS

It is imperative the Web-Based Permit/Licensing system remain operational during the transition to a new contractor upon termination or expiration of the contract. The intent of this provision is to ensure continuation of operations while a successor contractor is chosen.

1. In accordance with terms of the contract, upon termination or expiration of the contract, including any renewal or extension, the Contractor:
 - a. Should continue to operate under the agreement as Project Manager in accordance with all terms and conditions of the contract entered into pursuant to this RFP, together with any amendments or modifications in existence;
 - b. Agrees to make an orderly transition of the services defined in this RFP and perform all tasks in good faith necessary to preserve the integrity of the Web-Based Permit/Licensing system;
 - c. Should ensure transition is performed to comply with NGPC requirements and any successor contractor;
 - d. Continues to host system during the transition period;
 - e. Ceases new project design or development licensed under the contract during transition period; and
 - f. Shall lose all claim for further compensation upon the completion of the transition period.

XI. PROPOSAL INSTRUCTIONS

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

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

A. PROPOSAL SUBMISSION

1. 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, and proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

b. FINANCIAL STATEMENTS

The bidder 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.

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.

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.

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.

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 bidder, as of the due date for proposal submission, identify all such persons

by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

g. CONTRACT PERFORMANCE

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

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

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

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder should provide a summary matrix listing the 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.

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 bidder's responsibilities;
 - d) Bidder's working modules in similar projects, providing electronic, issue draw and lottery, hunting, fishing, big game and other miscellaneous permits; to also include big game check in.
 - e) 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
 - f) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder 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. Bidder 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.

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.

j. SUBCONTRACTORS

If the bidder 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.

2. TECHNICAL APPROACH

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

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

Form A
Bidder Point of Contact
Request for Proposal Number 6506Z1

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:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

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:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance

BIDDER MUST COMPLETE THE FOLLOWING

with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

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

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

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

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

FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

FIRM:	
COMPLETE ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
DATE:	
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	