

**II. TERMS AND CONDITIONS**

**Bidders should complete Sections II through VI 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 negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

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

If a conflict or ambiguity arises after the Addendum to Contract Award has 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:
SM			Contractor agrees with the State's statement regarding General Terms and Conditions.

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

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor's proposal (Contractor's response to the solicitation and properly submitted documents); and
5. Amendments and 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 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:
SM			Contractor agrees with the State's statement regarding Notification.

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.

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

**C. BUYER'S REPRESENTATIVE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SM			Contractor agrees with the State's statement regarding the Buyer's Representative.

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

**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:
SM			Contractor agrees with the State's statement regarding the Beginning of Work.

The awarded bidder shall not commence any billable work until a valid contract has been fully executed by the State. 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:
SM			Contractor agrees with the State's statement regarding the Amendments.

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:
SM			Contractor agrees with the State's statement regarding Change Orders or Substitutions.

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

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

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

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

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

**H. VENDOR PERFORMANCE REPORT(S)**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SM			Contractor agrees with the State's statement regarding Vendor Performance Reports.

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:
SM			Contractor agrees with the State's statement regarding a Notice of Potential Breach.

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:
SM			Contractor agrees with the State's statement regarding Breach of Contract.

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. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

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

**K. NON-WAIVER OF BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SM			Contractor agrees with the State's statement regarding a Non-Waiver of Breach.

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

**L. SEVERABILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SM			Contractor agrees with the State's statement regarding Severability.

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:
SM			Contractor agrees with the State's statement regarding Indemnification.

**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 (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

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

**N. ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SM			Contractor agrees with the State's statement regarding Attorney's Fees.

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. RETAINAGE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SM			Contractor agrees with the State's statement regarding Retainage.

The State will withhold ten percent (10 %) of each progress payment due as retainage. The entire retainage amount will be payable upon successful completion of the implementation and acceptance of system. No retainage will be applied to any payments due during the post-implementation phase. Upon completion of the implementation, the Contractor will invoice the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the Contractor within forty-five (45) calendar days of receipt of the final implementation invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms. The contractor must be able to perform the uncompleted work and earn the retainage prior to the termination of the contract. If the contract terminates prior to completion of the implementation, the state will not release accrued retainage.

**P. LIQUIDATED DAMAGES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SM			Contractor agrees with the State's statement regarding Liquid Damages.

The purpose of liquidated damages is to ensure expeditious progression of the execution of the implementation and operations plans and adherence to the RFP and Contract. Failure to meet the dates for the deliverables defined in the approved DEL-03 (Integrated Master Schedule) as defined in RFP Attachment A (MSS Implementation Plan) as agreed upon by the parties may result in an assessment of liquidated damages. Imposing liquidated damages is determined at the sole discretion of the State. Liquidated damages are due to the State in the amount of \$1,000.00 U.S. dollars per day and continue until the deliverables are approved. Contractor will be notified by the State in writing when liquidated damages will commence.

**Q. ASSIGNMENT, SALE, OR MERGER**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SM			Contractor agrees with the State's statement regarding Assignment, Sale, or Merger..

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.

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SM			Contractor agrees with the State's statement regarding Contracting with other Nebraska Political Sub-Divisions of the State or another state.

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.

**S. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SM			Contractor agrees with the State's statement regarding Force Majeure.

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.

**T. CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SM			Contractor agrees with the State's statement regarding Confidentiality.

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

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**U. EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SM			Contractor agrees with the State's statement regarding Early Termination.

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.

**V. CONTRACT CLOSEOUT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SM			Contractor agrees with the State's statement regarding Contract Closeout.

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.

**III. CONTRACTOR DUTIES**
**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
SM			Contractor agrees with the State's statement regarding Independent Contractor/Obligations.

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 bidder'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:
SM			Contractor agrees with the State's statement regarding Employee Work Eligibility Status.

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:
SM			Contractor agrees with the State's statement regarding Cooperation with other Contractors.

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:
SM			Contractor agrees with the State's statement regarding Permits, Regulations, Laws.

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:
SM			Contractor agrees with the State's statement regarding Ownership of Information and Data/Deliverables.

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:
SM			Contractor agrees with the State's statement regarding Insurance Requirements.

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 one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or

reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

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

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

**1. WORKERS' COMPENSATION INSURANCE**

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

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

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

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
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>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
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
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>	
Professional liability (Medical Malpractice) Qualification Under Nebraska Excess Fund	Limits consistent with Nebraska Medical Malpractice Cap
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
<b>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
<b>CYBER LIABILITY</b>	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$10,000,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

**3. EVIDENCE OF COVERAGE**

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

State of Nebraska  
 State Purchasing Bureau  
 Attn: Connie Heinrichs  
 RFP #: 6724 Z1

Email: [connie.heinrichs@nebraska.gov](mailto: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:
SM			Contractor agrees with the State's statement regarding Antitrust.

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:
SM			Contractor agrees with the State's statement regarding a Conflict of Interest.

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:
SM			Contractor agrees with the State's statement regarding State Property.

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:
SM			Contractor agrees with the State's statement regarding Site Rules and Regulations..

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:
SM			Contractor agrees with the State's statement regarding Advertising.

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:
CL			Contractor agrees with the state's statement regarding Disaster Recovery/Back Up Plan.

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:
CL			Contractor agrees with the State's statement regarding the Drug Policy.



Contractor certifies it maintains a drug free workplace 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:
CL			Contractor agrees with the State's statement regarding Warranty.

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:
CL			Contractor agrees with the State's statement regarding invoices.

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The contractor is responsible for clearly identifying the contract number, full amount of each deliverable, the calculated value of the retainage, and the reduced amount invoiced. Each invoice will also include the full accumulated retainage amount to date. 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.

Submit invoices to:  
 The Nebraska State Patrol  
 P.O. Box 94907  
 Lincoln, NE 68509  
 402-471-4545

**D. INSPECTION AND APPROVAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
CL			Contractor agrees with the State's statement regarding Inspection and Approval.

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 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:
CL			Contractor agrees with the State's statement regarding a Right to Audit.

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 three (3) percent (3%) 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. PROJECT DESCRIPTION AND SCOPE OF WORK**

NSP seeks to provide a modernization of the state-level message switching system, associated local hot files, FBI hosted hot files, and related subsystems used to exchange information assets with local, national, and international partners. Collectively this effort is referred to as the MSS Modernization Project. This modernized solution shall be deployed in a cloud infrastructure, hosted either by the vendor or by a third-party.

**A. PROJECT OVERVIEW**

NSP has a large investment in several interrelated public safety information systems. Over time, pressure to maximize the utility and interoperability of these systems and to reduce costs has increased drastically. These common demands have led to an industry-wide movement to increase systems operability under a technology architecture that reduces reliance on expensive and highly proprietary vendor service offerings. This includes moving to a solution that is hosted in a cloud infrastructure.

**1. Business Drivers**

This section identifies the business reasons that serve as a catalyst for initiating the MSS project. As a result of the many stakeholder workgroups, interviews, background information reviews, and measurements and assessments, three primary reasons were identified as driving the need for system Modernization. These are:

- a. **End of Vendor Contract** – NSP’s current MSS was fully implemented in 2013. The base contract and all renewal periods will expire in 2025. Message switch modernization efforts can take 18-36 months to fully implement, not including competitive procurement and contracting lead times. Additionally, the current MSS lacks several contemporary elements now associated with long-term IT investments, including elements of “evergreen”, or continuously updated, technology operations and performance criteria, and contemporary contractual terms.
- b. **Technical Operational Capability** – The software and hardware systems supporting the current MSS are aged, and NSP has struggled to get the necessary technical support to operate the system in the near and long term. As such, business processes reliant on MSS cannot easily change, alter, or improve to meet management or operational goals, including those related to transformation, security, evergreen IT, and business continuity. This condition puts into jeopardy every aspect of required service provision dictated by various laws, rules, and goals. The current lack of compliance with the FBI relative to moving away from the dot-delimited format, which will be deprecated as of September 2022. The current trend is toward the use of the National Information Exchange Model (NIEM).
- c. **Contemporary Operations** – The current MSS does not readily provide the management metrics necessary to govern criminal records management processes. Trending information relative to daily operations that would allow NSP management to identify and plan for operational and technical improvements are difficult to obtain, verify, and relate to improvements. Additionally, changes to the system related to the FBI Criminal Justice Information Services Division’s audit findings and aging infrastructure (including several end-of-life components [Windows Server 2008, BizTalk, stored procedures, etc.] are onerous and require vendor participation and associated expense. As the hardware environment continues to age, these issues become increasingly problematic.

**2. Business Improvement Opportunities**

NSP is seeking the ability to make significant business improvements in message switch and hot file management. NSP seeks a solution that can address the following specific needs:

- a. **Improve Efficiency** – Ability to set and adjust transactional thresholds in a manner that reduces manual intervention while maintaining high levels of confidence. Examples include further lights-out processing using data standards and entry requirements.
- b. **Align NSP Services with Demand** – Ability to provide a broader suite of MSS services and functions to users.
- c. **Optimize Interactions with Partners** – Ability for NSP business partners that contribute and request criminal records information to interact with NSP electronically, using techniques that work best for the particular partner. This includes judicial and related communities and the use of web services and more flexible technical architectures, especially regarding a service-bus-type approach.

- d. Provide Operational Insights – Ability to measure workload and system performance and provide the reporting necessary to understand how policy affects the citizens of Nebraska and how well the new system is supporting the mission and goals of the organization and partners nationally.

**3. Business Service Opportunities**

From a perspective of meeting business service goals, NSP seeks the following from the MSS modernization solution:

- a. *Reacting to Change* – Ability to easily align MSS with normal changes imposed by:
  - i. FBI (National Crime Information Center [NCIC]).
  - ii. The International Public Safety and Justice Network, known as Nlets.
  - iii. Others.
- b. *Optimizing Business Operations* – Ability to implement business process and technical efficiencies, such as:
  - i. Providing user-level configurability and avoiding reliance on highly technical resources.
  - ii. Implementing mechanisms that focus on operational optimizations and data quality.
- c. *Quality Management* – Ability to move away from manual processes and interventions and focus more on quality by:
  - i. Implementing lights-out processes.
  - ii. Enhancing integration with business partners.
  - iii. Further refining current manual processes.
  - iv. Continuously reviewing and refining processes.

**4. Technology and Architecture Opportunities**

Key among the technology and architecture needs for NSP is a solution that takes advantage of contemporary technical infrastructures, including:

- a. Redundancy and Resiliency – This includes the ability to ensure a high-availability MSS with provisions for fast recovery in the event of failure to MSS or the environmental systems supporting it. Modern solutions can be configured with failover capabilities through redundant components, and the entire system can be configured with a synchronized secondary site that takes over in the event of a serious outage at the primary site. NSP seeks and requires only cloud-based solutions where bidders fully provide, administer, manage, and remunerate all associated service costs, fees, expenses for cloud implementation and operations including appropriately secured network circuits and a backup VPN.
- b. Continuous Sustainment – Often referred to as “evergreen” systems, this contractual approach refers to the concept of ensuring that no solution component reaches end of life during the course of the contract. For example, should the third-party database management system become aged and no longer supported by the contractor, then the MSS contractor is contractually obligated to upgrade the database management system to the latest vendor-supported technology. This more contemporary approach applies to solution components and will ensure that NSP’s critical MSS is not hindered by unplanned and often expensive mid-contract period expenses.
- c. Agency-Configurable Workflows and Modern Interfaces – Contemporary systems allow for the addition and modification of business workflows by authorized agency staff, often without the intervention of the MSS contractor. Additionally, modern systems rely on newer techniques for system interfaces such as web services, which are more flexible and manageable than custom legacy interface methods. Both of these approaches allow the agency to be nimbler when implementing changes such as those imposed legislatively, or opportunistic changes as new needs arise.

In total, NSP seeks to ensure that the future MSS solutions are properly aligned with all relevant integration standards, industry best practices, and available vendor solutions as a means of maximizing the features and services that can be offered while minimizing the total life cycle cost of the solution and related applications and technologies.

**B. PROJECT ENVIRONMENT**

Figure 1, below, provides a high-level visualization, not meant to be a complete accounting, of the major aspects of the MSS environment:

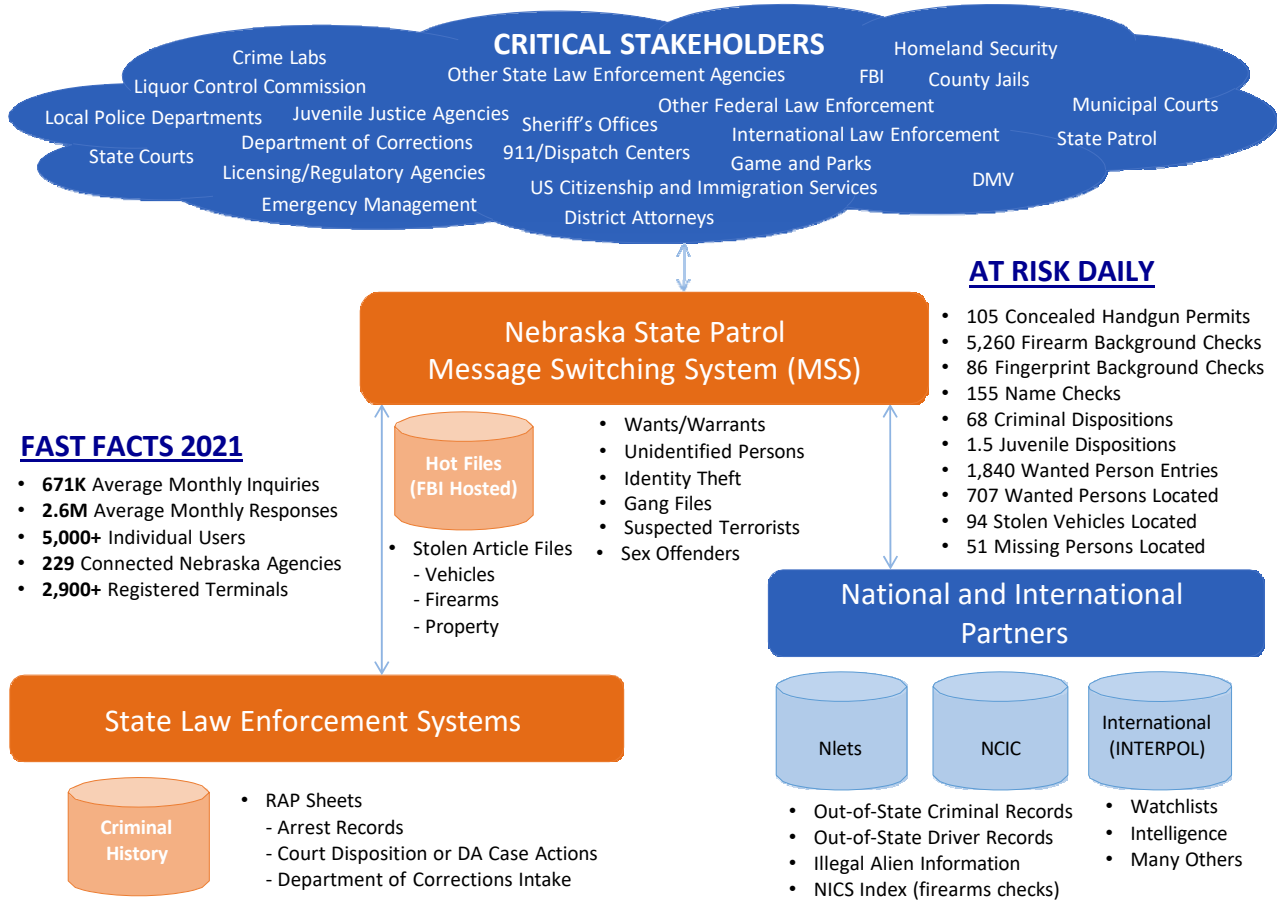


Figure 1: Current NSP MSS Overview

Figure 1 shows:

**Critical Stakeholders** – MSS information is accessed by numerous stakeholder agencies at the local, county, regional, state, national, and international levels.

**MSS** – The system is a state-level MSS that accepts and routes inquiries among the various information assets associated with Nebraska’s criminal justice systems and orchestrates responses back to the requestor. Its purpose is to ensure that transactional responses are well coordinated, logged, and provided expediently and with a high level of security, availability, and reliability.

**National and International Partners** – MSS interfaces with partner systems of similar construct at the state, national, and international levels to share criminal records information with the larger criminal justice and public safety community.

**Current System Metrics**

This subsection outlines system performance metrics related to the operation of the MSS environment: the average number of messages per hour and average cumulative message size per hour. Table 1 below shows the monthly metrics for 2021, through August.

**Table 1. Monthly Message Metrics January – August 2021**

Month	Incoming per Hour	Outgoing per Hour	Total Transactions per Hour	Total Incoming	Total Outgoing	Total Incoming Size (kB) per Hour	Total Outgoing Size (kB) per Hour	Total Size (kB) per Hour
Jan	938	3,478	4,416	698,241	2,587,842	796	905	1,701
Feb	946	3,442	4,388	635,962	2,313,419	839	919	1,758
Mar	1,049	3,867	4,916	792,898	2,905,158	775	889	1,664
Apr	975	3,675	4,650	702,621	2,646,433	808	922	1,730
May	950	3,579	4,529	707,340	2,662,974	932	966	1,898
Jun	980	3,663	4,643	706,101	2,637,708	794	924	1,718
Jul	764	3,275	4,039	568,689	2,436,672	518	892	1,410
Aug	749	3,327	4,076	557,259	2,475,591	438	884	1,322

Table 2 provides annual metrics for 2017-2020, for both incoming and outgoing message transactions.

**Table 2. Incoming and Outgoing messages 2017 – 2020**

Year	Total Messages	Avg. Transactions per Day	Avg. Transactions per Hour	Avg. Transactions per Minute	Average Message Size (Bytes)
<b>Incoming Messages</b>					
2020	8,499,276	23,222	967	16	838
2019	8,846,352	24,236	1,009	16	776
2018	8,989,531	24,628	1,026	17	769
2017	7,591,398	20,798	866	14	525
<b>Outgoing Messages</b>					
2020	31,566,105	86,246	3,593	59	915
2019	34,094,381	93,409	3,892	64	897
2018	34,185,257	93,658	3,902	65	882

Year	Total Messages	Avg. Transactions per Day	Avg. Transactions per Hour	Avg. Transactions per Minute	Average Message Size (Bytes)
2017	30,542,904	83,679	3,486	58	841

Table 3 lists the number of agencies (terminal and non-terminal) that use the switch, the total number of users, and the number of terminals (stand-alone, mobile, and metro) as of September 1, 2021. As a note, mobile and metro terminals serve municipal locations throughout the state and transactions from these devices are routed similarly through a local agency server such as CAD or RMS.

**Table 3. Number of Terminal and Non-terminal Agencies Utilizing Current MSS**

Ref.	Metric	Count
1	Number of Terminal Agencies	102
2	Number of Non-terminal Agencies	127
3	Number of User Accounts	5,207
4	Number of Stand-alone Terminals	157
5	Number of Mobile Terminals	1,991
6	Number of Metro Terminals	755

Table 4 includes a list of databases in the MSS environment and their size.

**Table 4. Databases in Current MSS Environment**

Ref.	Activity	Database Size
1	Hot Files	22 GB
2	Hot File Log Files	43 GB
3	All Responses Log Files	950 GB

Table 5 identifies the number of records (rows) in the current NSP hot files configuration, including the log files.

**Table 5. Number of Records (Rows) in Current Hot Files Configuration**

Hot File Table Name	Rows
Delayed_Hit_Notifications	1,928
Load_Supplemental_Results	19,084



Hot File Table Name	Rows
Master_Index_Table	96,010
MKE_Translation_Table	10
NickName_Translation_Table	21
OFF_Translation_Table	458
ORI_Translation_Table	2,851
Query_Log_Table	68,922,199
Vehicle_Table	27,617
Wanted_Person_Supplemental_Table	4,066
Wanted_Person_Supplemental_Table_v1	254,139
Wanted_Person_Table	59,393

**C. SCOPE OF WORK**

The scope of work for NSP’s MSS modernization project is defined in two distinct plans, as follows:

1. Implementation Plan – The Implementation Plan addresses the activities and deliverables required of the contractor from the time the contract is executed through formal acceptance of the modernized MSS. The Implementation Plan is presented in Attachment A to this RFP.
2. Operations Plan – The Operations Plan outlines the activities and deliverables required of the contractor from the time of formal implementation acceptance through the term of the contract. The Operations Plan is presented in Attachment B to this RFP.

**D. TECHNICAL REQUIREMENTS**

The MSS technical requirements are located in Attachment C of this RFP.

**E. DELIVERABLES**

Completion of project deliverables, along with reaching specified project milestones, are used as the basis for releasing payments to the contractor during the MSS implementation. The deliverables and milestones are identified as line items in the Cost Proposal Forms.

The content of required project deliverables is outlined in the following:

1. Implementation Plan – presented in Attachment A to this RFP.
2. Operations Plan – presented in Attachment B to this RFP.

**VI. PROPOSAL INSTRUCTIONS**

This section documents the requirements that should be met by bidders in preparing the proposal response. A complete response to this Request for Proposals must include a separate Management Proposal volume, a separate Technical Proposal volume, and a separate Cost Proposal volume. The contents and organization of each of these response components are described in the sections below.

Bidders should identify the subdivisions of content within each volume 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. Proposal volume content requirements are outlined below:

**A. VOLUME 1: BUSINESS PROPOSAL**

The Business Proposal should be organized and contain information as specified in the following paragraphs. For reference, a summary table is included first.

Section Ref.	Volume I - Business Proposal Content Description	Page Limit
-	Form A – Bidder Proposal Point of Contact	1
-	Request for Proposal for Contractual Services Form	1
-	Table of Contents	n/a
a	Bidder Identification and Information	2
b	Financial Statements	n/a
c	Change of Ownership	2
d	Office Location	1
e	Relationships with the State	5
f	Bidder's Employee Relations to State	5
g	Contract Performance	5
h	Corporate Experience Summary	15
i	Proposed Personnel/Management Approach Summary	25
j	Subcontractors	5

**TABLE OF CONTENTS**

Volume I should contain a table of contents clearly identifying the organization of the volume, page numbers, exhibits, attachments, and appendices as appropriate.

**1. VOLUME I PROPOSAL CONTENTS**
**a. BIDDER IDENTIFICATION AND INFORMATION**

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

**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 contractor(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 five (5) 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 ten (10) 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 bidder's previous projects similar to this solicitation in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

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) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
  - e) Each project description should identify whether the work was performed as the prime bidder or as a subcontractor. If a bidder performed as the prime bidder, 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 bidders 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.

**B. VOLUME 2: TECHNICAL PROPOSAL**

The Technical Proposal should be organized and contain information as specified in the following paragraphs. For reference, a summary table is included first.

Section Ref.	Volume II - Technical Proposal Content Description	Page Limit
-	Table of Contents	n/a
a	Project Understanding	5
b	Proposed System Design	10
c	Proposed Project Management Plan	10
d	Proposed Schedule	5
e	Security Response	5
f	Implementation Plan Response	50
g	Operations Plan Response	50
h	Technical Requirements Response	No Limit

**C. TABLE OF CONTENTS**

Volume 1 should contain a table of contents clearly identifying the organization of the volume, page numbers, exhibits, attachments, and appendices as appropriate.

**1. VOLUME 2 PROPOSAL CONTENTS**
**a. PROJECT UNDERSTANDING**

The bidder should provide narrative describing their understanding of the NSP MSS modernization project. An explanation of how the proposed solution addresses the issues and opportunities outlined in the RFP should be included.

**b. PROPOSED SYSTEM DESIGN**

The bidder should include a proposed design solution within the proposal. The design solution should be described in detail to demonstrate that the proposed design meets the requirements of the RFP. There is no minimum degree of detail required.

The bidder should identify the major subsystems or components (e.g., configuration items) that compose the proposed system architecture. The bidder should discuss how each major subsystem or component and interface to other systems (outlined in the requirements) will be implemented and tested, i.e., in developed hardware or software; by using COTS products; or to-be-developed hardware or software or combinations of same. The bidder should indicate what new product development (e.g., custom software, COTS extension or customization) and integration products (e.g., services layer, glue code), if any, are required.

**c. PROPOSED PROJECT MANAGEMENT PLAN**

The bidder should submit a high-level project management plan which clearly identifies the work to be completed during the message switch implementation. This plan must include project tasks, deliverables, milestones, and associated dependencies. It shall also address risk management, deficiency management, and project change management processes.

**d. PROPOSED SCHEDULE**

The bidder must submit a high-level schedule summary minimally representing the major milestones and contract deliverables associated with the Implementation Plan.

**e. SECURITY RESPONSE**

Bidders should provide a narrative of their overall approach to security. Security Proposal must demonstrate both a full comprehension of the security requirements throughout this RFP and associate requirements and plan attachment(s) and the intention to comply with these requirements. The Security Response must indicate how the bidder will comply with all personnel, physical, and technical requirements of the solicitation.

The bidder should describe its management structure and procedures for protecting NSP and state data, information, materials, equipment, and facilities to which prime and subcontractor personnel may have access. The bidder must describe the bidder's security organization, showing lines of communication to corporate management and explaining why this organization is appropriate for the project.

The bidder should describe the pre-screening procedures to be used prior to submitting potential employee candidates for facility and/or information access approvals and subsequent NSP background screening.

**f. IMPLEMENTATION PLAN RESPONSE**

Attachment A to this RFP contains the MSS Implementation Plan. The bidder must describe its understanding of the NSP's requirements as expressed in the MSS Implementation Plan and its approach to satisfying those requirements. The bidder must address methodology and tools, assumptions, risks, applicable standards, deliverables, and deliverable content. The response to the MSS Implementation Plan should minimally include:

- i. *Approach for the Development of Each Plan Deliverable* – The bidder must provide a textual description of their approach to conducting the activities and developing the deliverables associated with the Implementation Plan. For each task, the bidder must provide proposed activities, deliverables, descriptions of deliverable content, and methods and tools to be used. If the bidder recommends any additional deliverables, they should also be discussed here.
- ii. *Detailed Schedule* – A detailed Gantt-chart resource (staff) loaded Schedule in Gantt-chart form. The Integrated Master Schedule (IMS) must include, at a minimum, all activities required by the MSS Implementation Plan, including Management and Technical Reviews. The Schedule should identify any schedule margin/reserve. The Schedule must provide sufficient detail to demonstrate confidence that the proposed schedule is complete and realistic. There is no minimum degree of detail required.

**g. OPERATIONS PLAN RESPONSE**

Attachment B to this RFP contains the MSS Operations Plan. The bidder should describe its understanding of the NSP's requirements as expressed in the MSS Operations Plan and its approach to satisfying those requirements. The bidder should address methodology and tools, assumptions, risks, applicable standards, deliverables, and deliverable content. The bidder should provide a textual description of their approach accomplishing the work in the Operations Plan. For each task, the bidder should provide proposed activities, deliverables, descriptions of deliverable content, and methods and tools to be used. If the bidder recommends any additional items, they should also be discussed here. Minimally, the bidders response should address the following topics as introduced in the Operations Plan:

- i. *System Interfaces.* The bidder should identify applicable interface standards and discuss any limitations in its implementation of those standards, interface capacities (average and peak hour), as well as any assumptions, risks, or constraints.
- ii. *Report Generation.* The bidder should describe how authorized personnel will access and inspect the MSS. The bidder should describe the logging mechanism and how these are available to authorized personnel. Logs should inform of who accessed and who changed what information.
- iii. *Support Services.* The bidder should describe the approach to identifying, responding to, resolving and tracking problems. The bidder should identify which support services are to be performed on-site and which will be remote. The bidder should describe how configuration management will be provided.
- iv. *Customer Support.* The bidder should describe the proposed Customer Support services. The bidder should identify what is automated or has automation support, what kind of automation support is proposed, what support priorities are and what the Support Service Level Agreements (SLAs) are.
- v. *Training.* The bidder should describe the proposed approach to training and to ensure that all applicable users and bidder staff are sufficiently trained and stay current.

- vi. *Program Organization. The bidder should describe the proposed Program Management Office (PMO). The bidder should discuss how the proposed PMO (including subcontractors and vendors) is organized (an organizational chart should be included); how it fits into the bidder's overall corporate structure (an organizational chart should be included); how the proposed PMO will interface with the NSP; and what the responsibilities are for key persons. The bidder should identify and discuss the principal interfaces and reporting mechanisms internal to and external to the PMO as well as elements of the bidder's support organization*
  - vii. *Management and Technical Reporting and Reviews. The bidder should identify proposed reviews, their purpose, frequency, participants, and any associated deliverables. The bidder should acknowledge the reviews required in the Operations Plan. All reports should be enumerated, their contents described, the frequency of reporting described, and the recipients (organizations) of the reports specified.*
  - viii. *Facility Personnel. The bidder should describe the proposed staffing roster for the Primary Site and the COOP Site. The bidder should show how staffing would be redeployed in case the COOP Site needs to take over. All staffing roles should be identified, with an indication of the responsibilities and reporting requirements for each role. The bidder should indicate security measures that will be in place in respect to the bidder's proposed facility personnel.*
  - ix. *System Security. The bidder should describe the approach to establishing and managing system security over time. The bidder should explain and provide for ongoing compliance with NSP's security requirements.*
  - x. *System Maintenance. The bidder should show how the system is maintained over time. Maintenance is applicable to all software, hardware, services, inputs and interfaces that are required to operate the MSS. Maintenance includes regression testing and issue resolution after a change. The bidder should describe the approach to periodic maintenance reviews, the required hardware refreshes, system software updates and feature upgrades. The bidder should describe the approach to minimize downtime during scheduled and unscheduled maintenance.*
  - xi. *Response Time Management. The bidder should describe the approach to monitoring and managing system response performance.*
  - xii. *Correction of Deficiencies. The bidder should describe in detail how deficiencies are identified, categorized and triaged for resolution. The bidder should explain how the NSP is informed of the status of a deficiency log and which personnel is involved how in decision-making, depending on the priority of deficiencies.*
  - xiii. *Configuration Management. The bidder should describe the approach to configuration management across three separate environments per site. The bidder should describe the approach to automated deployment between environments as well as ensuring that the Primary Site and the COOP site are kept in synch. The bidder should describe how the NSP will be kept informed and what decision-making may be needed to maintain effective configuration management.*
  - xiv. *COOP. The bidder should describe the COOP services proposed within the provisions of the Operations Plan.*
- h. TECHNICAL REQUIREMENTS RESPONSE**  
Attachment C to this RFP contains the MSS Requirements Specifications, including the technical requirements. Response instructions are included within the attachment. Responses are required for each specification entry in Attachment C. An omitted response will be assumed to be same as a response of "not available."

**D. VOLUME 3: COST PROPOSAL**

The Cost Proposal should be organized and contain information as specified in the Cost Proposal Forms. Bidders should complete all sections of this form. Specific instructions are included in the Cost Proposal Forms.