

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

REQUEST FOR PROPOSAL NUMBER	RELEASE DATE
RFP 6909 Z1	July 12, 2024
OPENING DATE AND TIME	PROCUREMENT CONTACT
September 10, 2024 2:00 p.m. Central Time	Connie Heinrichs / Craig Palik

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 6909 Z1 for the purpose of selecting a qualified Contractor to provide a State Park Reservation System. A more detailed description can be found in Section VI. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be five (5) years commencing upon notice to proceed. The Contract includes the option to renew for five (5) additional two (2) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

In the event that a contract with the awarded bidder(s) is cancelled or in the event that the State needs additional contractors to supply the solicited services, this RFP may be used to procure the solicited services for up to two (2) years from the date the Intent to Award is posted, provided that 1) the solicited goods or services will be provided by a bidder (or a successive owner) who submitted a bid pursuant to this RFP, 2) the bidder's proposal was evaluated, and 3) the bidder will honor the bidder's original proposal, including the proposed cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

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

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the Request for Proposal, and the awarded bidder's proposal and response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov> And https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php.

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

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

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

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

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

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GLOSSARY OF TERMS

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

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

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

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

Amendment: A written correction or alteration to a document.

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

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

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

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

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the contractor will not withdraw the bid.

Bidder: A contractor who submits a proposal in response to a written Request for Proposal.

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

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

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

Business Rules: The policies and procedures determined by the Nebraska Game and Park Commission (NGPC) that are necessary to administer reservations on a fair and equal basis for guests, and to provide direction to contractor while conducting reservation business for NGPC. Business rules are subject to change at the discretion of NGPC to enhance the administration of a centralized campground reservation system.

Business Unit Code: An alphanumeric code (consisting of 12 characters) that is unique to each entity within the State and is used to track costs.

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

Camping Limit: A fourteen (14) day limit in any consecutive 30-day period at one (1) State Park facility.

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

Change Fee: The fee charged to process a reservation change. Channel: In this RFP, channel refers to the source of a reservation. Reservations can be made through the call center, via the internet, or at a park office.

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

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

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In

accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Confirmed Reservation: A reservation is confirmed when a payment on that reservation has been received.

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

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

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

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

Contract Period: The duration of the contract.

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

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

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

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

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

Double Booking: The booking of a unit by more than one (1) party for the same date, to include any portion of a reservation stay with overlapping days, whether the reservations were made through the call center, via the reservation website, or at a park office.

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

Evaluation Committee: Individuals selected by the requesting agency for the evaluation of proposals (offers made in response to written Request for Proposals).

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

Fiscal Year: July 1 through the following June 30.

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

Fund Identifier: An alphanumeric code (consisting of 5 characters) that identifies an independent accounting entity with a self-balancing set of accounts.

Group Event Planning: The main component of the State Park Reservation System used by park staff to begin a reservation for a group or business.

Initial Reservation: The initial contact to reserve a unit (e.g., campsite, cabin, lodge room, meeting room, picnic shelter, horse stall) for a specific period of time in a particular State Park facility. The initial reservation includes the issuance of a reservation number.

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

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

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

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

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

NGPC: The Nebraska Game and Parks Commission is a unit of State Government in the State of Nebraska.

NGPC Branded Reservation Website: Real-time reservation website that is customized with NGPC branding guidelines that is exclusive to Nebraska state parks.

NGPC Park Bucks: A physical gift certificate issued by NGPC for a specified value and accepted as payment as indicated on the certificate and redeemed in person.

NGPC Fee: A fee determined by NGPC and collected as payment to use a campsite, lodge room, cabin, picnic shelter, horse stall, meeting room, activity, etc.

NGPC Project Manager: The NGPC staff person assigned to administer the State Park Reservation System and serve as the main point of contact between the contractor and NGPC for administrative issues.

Non-Reservable Units: No reservations are allowed for non-reservable units and no reservation fee is charged.

Non-Responsive Proposal: Any proposal that does not comply with the requirements of the Request for Proposal.

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

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal proposals.

Order ID Number: A unique number is assigned to each separate financial transaction or amount charged to the guest and associated with a reservation.

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

Partial Reservation Cancellation: When a guest requests to drop one (1) or more nights (e.g., drop last night of a three (3) night stay) of a multiple night reservation.

Payroll & Financial Center (PFC): Electronic procurement system of record.

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

Point of Sale (POS): A system that executes the payments for goods or services.

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

Peak Season: The period of highest demand for booking or reservations, typically April – October.

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

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

Proposal: Bidder's response to a written Request for Proposal.

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

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

R3 Goals: R3 in Nebraska refers to the ongoing efforts led by the Nebraska Game and Parks Commission to recruit, retain, and reactivate outdoor enthusiasts.

Release Date: The date of public release of the written Request for Proposal to seek offers.

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

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

Registration: Entering walk-in guests for immediate stay for campsites, cabins, lodge rooms, horse stalls, picnic shelters and meeting rooms that are not occupied either due to no reservation by cutoff date or designated campsite is identified as non-reservable. No reservation fee is charged to the guest.

Reservation: The advance booking of a reservable unit and/or activity for a contiguous period of time and a commitment to hold the unit for a guest's use.

Reservation Cancellation: A cancellation of the entire reservation.

Reservation Change: Subsequent to the initial reservation, a guest contacts via telephone to change one (1) or more of the parameters of the guest's reservation.

Reservation Number: A unique number assigned to each initial reservation entered into the State Park Reservation System (tentative or confirmed), which allows park staff to quickly identify a guest's specific reservation.

Reservation Date: The date on which the reservation was made.

Reservation Transaction: Each new telephone contact, walk-in contact, or online session that results in a successful reservation, change(s) to a reservation, or cancellation of the reservation.

Reservation Fee: The fee charged to process a reservation.

Reservation Window: A rolling period of time during which a customer is allowed to make a reservation.

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

Responsive Bidder: A vendor who has submitted a proposal which conforms to all requirements of the Request for Proposal document.

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

Should: Expected; suggested, but not necessarily mandatory.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

State: The State of Nebraska.

State Park Reservation System: A web-based centralized Nebraska State Park Reservation/Registration, Group Event Planning, Sales, and Revenue Management System.

State Parks: When used in general context, this shall mean all State Park areas (State Parks (SP), State Recreation Areas (SRA), and State Historical Parks (SHP)).

Subledger code: An 8-character alphanumeric code that is a subset of the object code.

Subledger type: A 1-character alphanumeric code used with the subledger code to identify the subledger type.

Subsidiary code: An 8-character alphanumeric code that is a subset of the object code that includes detailed records of the accounting activity.

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

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

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

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

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

Unconfirmed Reservation: When no money has been received for a reservation or when a nonsufficient fund (NSF) check or declined credit card has been received as payment for a reservation.

Unit: Reservable or non-reservable inventory (e.g., cabins, lodge rooms, campsites, picnic shelters, meeting rooms, horse stalls.)

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

Vendor: An individual or entity lawfully conducting business with the State.

Vendor Performance Report: A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Void: A void is a transaction made to reverse a transaction that was made in error and needs to be eliminated from the State Park Reservation System. Voids are intended only to correct transactions that should not have occurred. They are not intended to replace the cancellation process.

Voucher: A voucher refers to a form of store credit issued upon the cancellation of a lodging reservation or meeting room booking. This credit can be redeemed for future stays or room bookings within the specified terms and conditions outlined by the issuing entity.

Walk-In Guest: A guest who is registered by staff at a State Park facility on a first-come, first-serve basis into the State Park Reservation System for campsites, cabins, lodge room, horse stall, picnic shelter, or meeting room (no reservation fee is charged).

Will: See Mandatory/Shall/Will/Must.

Work Day: See Business Day.

ACRONYM LIST

ACH – Automated Clearing House

AOC – Attestation of Compliance

BAFO – Best and Final Offer

COI – Certificate of Insurance

DAS – Department of Administrative Services

GAAP - Generally Accepted Accounting Principles

LDAP - Lightweight Directory Access Protocol

LDAPS - Lightweight Directory Access Protocol Secure

NGPC – Nebraska Game and Parks Commission

PCI – Payment Card Industry

PCI DSS – Payment Card Industry Data Security Standard

PII – Personal Identifiable Information

POC – Point of Contact

POS – Point of Sale

SOW – Statement of Work

SFTP – Secure File Transfer Protocol

RFP – Request for Proposal

SPB – State Purchasing Bureau

UAT – User Acceptance Training

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from a qualified bidder who will be responsible for providing a State Park Reservation System at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Proposal instructions, and Cost Proposal Requirements may be found in Sections II through VII.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

RFP Number: 6909 Z1
Name: Connie Heinrichs / Craig Palik
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: 402-471-6500
E-Mail: Connie.Heinrichs@nebraska.gov / Craig.Palik@nebraska.gov

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

The following exceptions to these restrictions are permitted:

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

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

C. SCHEDULE OF EVENTS

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

NOTE: All ShareFile links in the Schedule of Events below, are unique links for each schedule step. Please click the correct link for the upload step you are requesting.

Schedule of Events		
ACTIVITY		DATE/TIME
1.	Release RFP	July 12, 2024
2.	Last day to submit round one (1) of written questions. ShareFile link for uploading questions: https://nebraska.sharefile.com/r-ra98ef6ddc9654c76bf3065fcb4ea3e42	July 28, 2024
3.	State responds to round one (1) of written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at http://das.nebraska.gov/materiel/bidopps.html	August 5, 2024
4.	Last day to submit round two (2) of written questions. ShareFile link for uploading questions: https://nebraska.sharefile.com/r-ra98ef6ddc9654c76bf3065fcb4ea3e42	August 11, 2024
5.	State responds to round two (2) of written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at http://das.nebraska.gov/materiel/bidopps.html	August 20, 2024
6.	<p>Proposal Opening – Online Via Webex:</p> <p>IT IS THE BIDDER'S RESPONSIBILTY TO UPLOAD ELECTRONIC FILES BY OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES.</p> <p>ShareFile Electronic Proposal Submission Link: https://nebraska.sharefile.com/r-r5bc0219c65c944f986d7e03d39c9ac48</p> <p>Webinar topic: 6909 Z1 Reservation System Opening</p> <p>Date and time: Tuesday, September 10, 2024 2:00 PM (UTC-05:00) Central Time (US & Canada)</p> <p>Join link: https://sonvideo.webex.com/sonvideo/j.php?MTID=m3cc77484e418b94a33bf32f3160f602a</p> <p>Webinar number: 2491 979 3698</p> <p>Webinar password: A3aan3SPez8 (23226377 when dialing from a phone or video system)</p> <p>Join by phone +1-408-418-9388 United States Toll</p> <p>Access code: 249 197 93698</p>	September 10, 2024 2:00 PM Central Time
7.	Review for conformance to RFP requirements	September 10-11, 2024
8.	Evaluation period	September 11, 2024 – September 25, 2024
9.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	October 15, 2024 – October 18, 2024
10.	Post "Notification of Intent to Award" to Internet at https://das.nebraska.gov/materiel/bidopps.html	October 23, 2024
11.	Contract finalization period	October 24, 2024 – November 22, 2024
12.	Contract award	November 25, 2024
13.	Contractor start date	December 1, 2024

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to State Purchasing Bureau and clearly marked "RFP Number 6909 Z1; State Park Reservation System Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

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

Questions should be uploaded using the ShareFile link provided in the RFP Schedule of Events, Section I.C. It is recommended that bidders submit questions using the following format:

RFP Section Reference	RFP Page Number	Question

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

E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

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

<https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf> This should be accomplished prior to execution of the contract.

F. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject proposals, withdraw an intent to award or award, or terminate a contract if an ethical violation has been committed, which includes, but is not limited to:

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

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

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

G. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

H. PRICES & COST CLARIFICATION

Discount and Price provisions are discussed in Sections II.E and II.F. The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component indicates a significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

I. SUBMISSION OF PROPOSALS

The State is only accepting electronic responses submitted in accordance with this RFP. The State will not accept proposals by mail, email, voice, or telephone, unless otherwise explicitly stated in writing by the State.

Pages may be consecutively numbered for the entire proposal or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

It is the bidder's responsibility to ensure the RFP is received electronically by the date and time indicated in the Schedule of Events. Proposals must be submitted via ShareFile by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this RFP to include addenda and/or amendments issued prior to the opening date. The website can be found here: <https://das.nebraska.gov/materiel/bidopps.html>.

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

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

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

ShareFile link for uploading RFP response(s) provided in the RFP Schedule of Events, Section I.C.

- a. The Technical, Cost Proposal and Proprietary information should be uploaded as separate and distinct files.
 - i. If duplicated proposals are submitted, the State will retain only the most recently submitted response.
 - ii. If it is the bidder's intent to submit multiple proposals, the bidder must clearly identify the separate submissions.
 - iii. It is the bidder's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late proposals will be accepted.

b. ELECTRONIC PROPOSAL FILE NAMES

The bidder should clearly identify the uploaded RFP proposal files. To assist in identification the bidder should use the following naming convention:

- i. RFP 6909 Z1, Company Name
If multiple files are submitted for one RFP proposal, add number of files to file names:
RFP 6909 Z1 Company Name File 1 of 2.
RFP 6909 Z1 Company Name File 2 of 2.
- ii. If multiple RFP proposals are submitted for the same RFP, add the proposal number to the file names:
RFP 6909 Z1 Company Name Proposal 1 File 1 of 2.

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

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

J. PROPOSAL PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidder's in replying to this Request for Proposal, including any activity related to bidding on this Request for Proposal.

K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

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

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

L. PROPOSAL CORRECTIONS

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

1. If a corrected electronic proposal is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted. The corrected proposal file name(s) should be identified as:
 - a. Corrected 6909 Z1 Company Name Proposal #1 File 1 of 2,
 - b. Corrected 6909 Z1 Company Name Proposal #2 File 2 of 2, etc.

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

M. LATE PROPOSALS

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

N. PROPOSAL OPENING

The opening of proposals will be public and the bidders will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Proposals will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

O. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

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

1. Original Request for Proposal for Contractual Services form signed manually in ink or by DocuSign;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections II thru IV;
5. Completed Attachment 6 Requirements Traceability Matrix (RTM)
6. Completed Technical Approach; and
7. Completed State Cost Proposal Template.

P. EVALUATION COMMITTEE

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

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

Q. EVALUATION OF PROPOSALS

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

1. Corporate Overview may include, but is not limited to:
 - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the bidder's historical or current performance; and
 - e. such other information that may be secured and that has a bearing on the decision to award the contract.

In evaluating the corporate overview, the State may consider, past experiences with the vendor, references, the State's record of the vendor which may include, but is not limited to Vendor Performance Notices, Vendor Improvement Requests, vendor performance reports, and any information related to the vendor's historical or current character, integrity, reputation, capability, or performance with the State or a third-party.

2. Technical Approach; and,
3. Cost Proposal.

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

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

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

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

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

R. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

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

briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their proposals.

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

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

S. BEST AND FINAL OFFER

Each bidder should provide its best offer with their original proposal response and should not expect the State to request a best and final offer (BAFO).

The State reserves the right to conduct more than one BAFO or to not offer every bidder an opportunity to submit a BAFO. If requested by the State, the BAFO must be submitted on the BAFO Cost Proposal form and in accordance with the State's instructions. Failure to submit a requested BAFO or failure to submit a BAFO in accordance with the State's instructions may result in rejection of the bidder's entire proposal response. BAFOs may be scored and ranked by the Evaluation Committee.

T. REFERENCE AND CREDIT CHECKS

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

U. AWARD

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

1. Amend the Request for Proposal,
2. Extend the time of or establish a new proposal opening time,
3. Waive deviations or errors in the State's Request for Proposal process and in bidder proposals that are not material, do not compromise the Request for Proposal process or a bidder's proposal, and do not improve a bidder's competitive position,
4. Accept or reject a portion of or all of a proposal,
5. Accept or reject all proposals,
6. Withdraw the Request for Proposal;
7. Elect to rebid the Request for Proposal;
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

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

<https://das.nebraska.gov/materiel/bidopps.html>

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

https://das.nebraska.gov/materiel/docs/pdf/ProtestGrievanceWithGuidance_08042021.pdf

V. LUMP SUM OR "ALL OR NONE" PROPOSALS

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

W. REJECTION OF PROPOSALS

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

X. RESIDENT BIDDER

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

II. TERMS AND CONDITIONS

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

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

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

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

A. GENERAL

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

1. The contract resulting from this Request for Proposal shall incorporate the following documents:
 - a. Request for Proposal, including any attachments and addenda;
 - b. Amendments to the Request for Proposal;
 - c. Questions and Answers;
 - d. Bidder's properly submitted proposal, including any terms and conditions or agreements submitted by the bidder; and
 - e. 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) Amendment or Addendum to the executed Contract with the most recent dated amendment or addendum having the highest priority, 2) Amendments to the Request for Proposal, 3) Questions and Answers, 4) the original Request for Proposal document and any Addenda or attachments, and 5) the Contractor's submitted Proposal, including any terms and conditions or agreements that are accepted by the State.

Unless otherwise specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Contractor.

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

B. NOTIFICATION

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

Bidder 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, return receipt requested; or mailed, return receipt requested. 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

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 bidder 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 (Nonnegotiable)

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. DISCOUNTS

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

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

F. PRICES

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

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

Prices submitted on the cost proposal form shall remain fixed for the first five (5) years of the contract. Request for a price increase subsequent to the first five (5) years of the contract shall not exceed five percent (5%) of the previous Contract period. Increases will be cumulative across the remaining periods of the contract. Requests for an increase must be submitted in writing to the Nebraska Game and Parks Commission a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

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

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

G. BEGINNING OF WORK & SUSPENSION OF SERVICES

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

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

The State may, at any time and without advance notice, require the Contractor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Contractor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Contractor with written notice that such performance or deliverables may resume, in whole or in part.

H. AMENDMENT

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

I. CHANGE ORDERS OR SUBSTITUTIONS

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

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

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

J. RECORD OF VENDOR PERFORMANCE

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

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or Request for Proposal specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Vendor Performance Notice"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Vendor Improvement Request"). The Vendor shall respond to any Vendor Performance Notice or Vendor Improvement Request in accordance with such notice or request. At the sole discretion of the State, such Vendor Performance Notices and Vendor Improvement Requests may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity.

K. CORRECTIVE ACTION PLAN

If Contractor is failing to meet the Scope of Work, in whole or in part, the State may require the Contractor to complete a corrective action plan ("CAP"). The State will identify issues with the Contractor's performance and will set a deadline for the CAP to be provided. The Contractor must provide a written response to each identified issue and what steps the Contractor will take to resolve each issue, including the timeline(s) for resolution. If the Contractor fails to adequately provide the CAP in accordance with this section, fails to adequately resolve the issues described in the CAP, or fails to resolve the issues described in the CAP by the relevant deadline, the State may withhold payments and exercise any legal remedy available.

L. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

M. BREACH

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

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

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

N. NON-WAIVER OF BREACH

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

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.

O. SEVERABILITY

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

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

P. INDEMNIFICATION

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

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

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. 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. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.

5. ALL REMEDIES AT LAW

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

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

Q. ATTORNEY'S FEES

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

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

R. ASSIGNMENT, SALE, OR MERGER

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

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

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

S. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(3), 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.

T. FORCE MAJEURE

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

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event") that was not foreseeable at the time the Contract was executed. 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.

U. CONFIDENTIALITY

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

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. 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.

V. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
2. The State, in its sole discretion, may terminate the contract, in whole or in part, 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, in whole or in part, 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.

W. CONTRACT CLOSEOUT

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

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

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

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

X. PERFORMANCE REQUIREMENTS

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

In accordance with Section VI.E.12, the Contractor must provide a system to track issues with the Web-Based State Park Reservation system. Such issues must be classified into severity levels based on the requirements of this Contract. Table 1, below, outlines the amount of time that the Contractor has to repair an issue based on severity level. The time to repair commences when the issue is entered into the tracking system ("Incident Time"), as further described in Section VI.E.12. The Contractor shall monitor and track each issue, the Incident Time of each issue, and

the time the issue was fully resolved. The Contractor shall deliver to the State a detailed and accurate summary of such information for the previous month.

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

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

To further illustrate, if the Contractor were to repair the issue (ex. a Severity Class 1 issue) within fifty (50) minutes of the Incident Time and the issue reoccurs within the next sixty (60) minutes after being repaired, if the issue was not repaired within ten (10) minutes of the reoccurrence, the State may assess damages in the amount of \$1,000.00 per hour until the issue is resolved. The State may waive an instance where the sum is owed if, in the sole discretion of the State, the State determines such non-functionality is not attributable to the Contractor’s acts or omissions.

Table 1			
SEVERITY CLASS ASSESSMENT			
Severity Level	Time to Repair	Peak Usage Hours Assessment	Off-Peak Usage Hours Assessment
1)	2 Hours	\$1000.00 per hour	\$500.00 per hour
2)	16 Hours	\$500.00 per hour	\$100.00 per hour
3)	24 Hours	\$500.00 per hour	\$100.00 per hour
4)	See Section VI.E.12.a.iv.	See Section VI.E.12.a.iv.	See Section VI.E.12.a.iv.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

By-name personnel commitments made in the 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 RFP Response (Initial)	NOTES/COMMENTS:

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed United States Attestation Form should be submitted with the Request for Proposal 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 (Nonnegotiable)

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 Request for Proposal.

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. PERMITS, REGULATIONS, LAWS

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

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

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

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

G. INSURANCE REQUIREMENTS

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

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

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor,
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within two (2) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and two (2) years following termination or expiration of the contract.

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

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

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory

requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

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

3. EVIDENCE OF COVERAGE

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

Nebraska Game and Parks Commission
 RFP # 6909 Z1
 Nathaniel.betts@nebraska.gov

Nebraska Game and Parks Commission Purchasing
 PO Box 30730
 Lincoln, NE 68506

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

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

4. DEVIATIONS

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

H. ANTITRUST

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

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

I. CONFLICT OF INTEREST

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

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 RFP Response (Initial)	NOTES/COMMENTS:

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

K. SITE RULES AND REGULATIONS

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

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

L. ADVERTISING

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

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)

1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Contract, Contractor understands and agrees that if the Contractor is providing a product or service that contains ICT, as defined in subsection III.M.3 (below) and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Contractor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.
3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Contractor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and

electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a contractor.

N. DISASTER RECOVERY/BACK UP PLAN

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

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

O. DRUG POLICY

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

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 RFP Response (Initial)	NOTES/COMMENTS:

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

Q. TIME IS OF THE ESSENCE

Time is of the essence with respect to Contractor's performance and deliverables pursuant to this Contract.

R. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)

The Vendor certifies that it is not a scrutinized company as defined under the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. Sec. § 73-903 (5); that it will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

Pursuant to Neb. Rev. Stat. § 81-2403, “[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 (Nonnegotiable)

The State is not required to pay taxes and assumes no such liability as a result of this Request for Proposal. 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 RFP Response (Initial)	NOTES/COMMENTS:

Invoices for payments should be submitted by the contractor to the Nebraska Game and Parks Commission via email to be provided upon contract finalization in a sortable Excel Spreadsheet requesting payment for services with sufficient detail to support the payment.

The fields required are:

1. Park
2. Sales Channel (Call Center, Field, Web)
3. Transaction Group (Cancellation, Reservation, Transfer)
4. Account
5. Order Number
6. Customer
7. Transaction Type (Reservation, Transfer Same Facility Diff Value, Change Dates, Extend Stay Leave Later, Cancellation, Extend Stay Arrive Earlier, etc.)
8. Fee Schedule
9. Schedule Price

The invoice should show the totals for each of the Sales Channels by Transaction Group, and a Grand Total. The invoice should only be for a one calendar month period.

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. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

D. INSPECTION AND APPROVAL

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

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

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

E. PAYMENT (Nonnegotiable)

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 (Nonnegotiable)

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 (Nonnegotiable)

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 Nonnegotiable)

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 RFP Response (Initial)	NOTES/COMMENTS:

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. CURRENT OPERATING ENVIRONMENT

A. ACCESS

The Nebraska Game and Parks Commission (NGPC) State Parks Division (State Parks) currently uses a statewide, web-based reservation system accepting and processing reservations in real-time. The current contractor hosts an internet website where the public can check the availability of reservable units and make and/or cancel reservations. The site can be accessed by the public directly.

B. FEATURES

The basic features of the current State Park Reservation System are listed below; however, the following is not a complete list.

The current State Park Reservation System provides:

1. a centralized, web-based database with real-time updates whenever park staff or the public use the system;
2. Help Desk support for NGPC staff from 9 am to 6 pm CT M-F with forwarding to an on-call number after hours;
3. a test environment mirroring the production database;
4. a reservation and registration management module;
5. a group functions planning module;
6. a sales module allowing offline cash and check sales when the online module is unavailable;
7. a revenue management module with secure transaction, reconciliation, and remittance features, with a comprehensive, GAAP compliant audit trail as it handles accounts receivable and accounts payable;
8. the ability to make, modify, and cancel reservations, and;
9. reports reservation data in various formats to aid park staff with arrivals and day-to-day park management.

C. BUSINESS RULES

See Attachment 2 – Reservation Business Rules for an example of current rules. A complete list of business rules will be provided to the awarded bidder upon contract finalization.

D. HARDWARE CONFIGURATION (CURRENT)

The State Park Reservation System is hosted and maintained by the contractor on Amazon Web Services, which is accessed via the internet and by NGPC provided hardware with a minimum configuration of Intel® i7 processors with 8GB of RAM running Windows 10 or later and is supported to use Google Chrome, Microsoft Edge, and Firefox. POS card dip/swipe machines at agency locations are from the State of Nebraska's credit card processor, Elavon, POYNT Smart Terminal.

Additional hardware/equipment includes (numbers of devices currently in use are shown in parentheses below):

1. Thermal Receipt Printers (66)
 - a. Citizen Micro HumanTech Model CT-S2000 Series
2. Cash Drawers (62)
 - a. MMF Cash Drawer, d. Model – Printer Driven
3. Bar Code Scanners (24)
 - a. HP Engage Imaging Barcode Scanner II L50613-001

Limited quantities were initially provided by the current vendor, which became the property of the State.

E. CALL CENTER

The Nebraska State Parks Reservation Call Center is housed in NGPC headquarters office in Lincoln, Nebraska, and is staffed by NGPC employees year-round. Customer service issues can be addressed, and reservations can be made through the call center. Reservations can be made by phone or walk-in at any staffed park facility. The Call Center operates Monday through Friday, 9 am – 6 pm central time. The Call Center completes on average over 2,000 reservations and handles over 20,000 total customer inquiries annually. In addition to the functionality of the field location reservations module, the current call center module allows for:

1. Monitoring of call length,
2. Reporting on the number of calls per operator,
3. Ability to book sites at all locations including inventory availability views and park/campground maps,
4. Tracking of calls not resulting in a reservation based on request type including:
 - a. inside Minimum Window Request,
 - b. outside Maximum Window Request,

- c. confirmation Letter Request,
- d. facility Info Request,
- e. no Reservable Inventory Available,
- f. availability Found No Reservation Made,
- g. called to Verify Existing Reservation, and
- h. other.

VI. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

The State of Nebraska (State), Nebraska Game and Parks Commission (NGPC), is seeking a qualified bidder to provide a statewide, web-based State Park Reservation System to provide reservations and registrations, group functions capabilities, Customer Communication Management (CCM), professional call center, Point of Sale (POS), and a revenue management system to support existing business processes. The system should complete transactions in real-time and provide technology meeting or exceeding industry standards for both NGPC staff and customers. The reservation system must be scalable and capable of incorporating new park additions. As NGPC expands and introduces new parks or facilities, the system must facilitate the integration of new locations with reservation rules and requirements without compromising system performance or usability.

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

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

The State Park Reservation System resulting from this RFP should:

1. Be user friendly,
2. Provide facility (campsites, marina slips, picnic shelters, meeting rooms, cabins, and other lodging) reservations via a Reservation Website, Call Center, and Field Locations (Attachment 1),
3. Provide retail merchandise sales, including offline cash and check sales, and inventory tracking capabilities,
4. Provide for the creation and setup of activities and associate them to park locations and for activities to be reserved and used for various periods, such as daily and hourly,
5. Allow a group event to be planned and reserved, similar to events held in hotels and conference centers,
6. Provide a mobile responsive website and be legible on all devices and screen sizes (desktops, tablets, and phones),
7. Provide detailed and interactive facility maps with 360-degree campground views,
8. Provide real-time tracking and reporting of revenue, occupancy, and visitation,
9. Provide customer communication management and marketing solutions for agile customized communications across all channels,
10. Framework, functionality, and aesthetics should align with Game and Parks and website www.outdoornebraska.gov as well as its branding guidelines and included "style tiles," which prioritize ADA compliance (Attachment 7- Brand Guide),
11. Provide secure system user access and separation of duties,
12. Be 508 Compliant and meet the State of Nebraska's Accessibility policy located at: <https://nitc.nebraska.gov/standards/2-Chapter.pdf>,
13. Have automatic revenue entry importable to the State of Nebraska's Financial System (currently JD Edwards EnterpriseOne 9.2),
14. SQL (query) and export data regardless of how data is stored,
15. Apply and collect state, county, and city lodging, and sales taxes on applicable merchandise/services,
16. Provide reporting capabilities, both built-in and ad-hoc, including advanced data reporting/analysis and dashboards,
17. Provide a help desk for system users,
18. Generate transaction files of collected revenue, transaction fees, and POS items while complying with Generally Accepted Accounting Principles (GAAP), and the State's approved banking/credit card system (currently US Bank/Elavon),
19. Meet the Payment Card Industry Data Security Standard (PCI DSS), and
20. Allow NGPC to configure the system on request or autonomously.

B. NEBRASKA GAME AND PARKS COMMISSION BACKGROUND AND GOALS

The mission of NGPC is the stewardship of the State's fish, wildlife, park, and outdoor recreation resources in the best long-term interests of the people of Nebraska and those resources. Nebraska's State Park System serves as a gateway to these resources and experiences fostering lifelong memories and an appreciation for the outdoors. To best serve our guests NGPC strives to provide a seamless outdoor experience for a customer's entire journey from researching and booking their park stay to their onsite check-in experience. NGPC must have access to intuitive and efficient tools to ensure customer satisfaction, stimulate customer-based marketing, and provide services on par with any other online travel booking experience.

One of NGPC's goals is to increase and reactivate participants, retain participants, and maintain support for conservation and outdoor recreation through the agency's ongoing R3 efforts. Objectives include developing and executing a baseline framework to understand who our parkgoers are, their preferences and what they are looking for, and investing in existing infrastructure to meet the needs of increased use within our park system. Demographic data from our park users will be critical in fulfilling our commitment to provide access, outreach, and opportunities for all. The State Park Reservation System should support NGPC's mission by providing seamless access to park resources, enhancing customer satisfaction, gathering crucial demographic data to understand and meet the needs of parkgoers, and allowing for more efficient operations and resource management within the parks.

NGPC State Parks Division is faced with several challenges. It's crucial for potential vendors to understand these challenges and be ready to propose effective solutions.

The reservation system operates independently of NGPC's licensing/permit system. Hunt and fish license purchase histories are separate from reservation purchase histories and there is no unique identifier allowing the combination of profiles or histories across these systems. One of NGPC's goals is to be able to easily cross-reference customers' purchase histories across both platforms, market and upsell permits and camping/lodging opportunities, and understand customer motivations.

Additionally, NGPC aims to have an easy-to-use system for staff minimizing time spent on administrative tasks and automate processes. NGPC hires over 800 seasonal staff annually, it is imperative the system be easy-to-use, with ample training resources available for staff/employees. The system should be flexible enough for superintendents or managers to make needed changes with minimal support, including closures, updates to camp sites including site length, amperage, or other amenities, as well as customer communication.

The majority of NGPC's parks with overnight camping include 50% walk-in, first come first served sites which are paid via honor envelope or registered with staff at a park office or kiosk. To serve all our guests, first come first serve sites provide equitable opportunities for guests who may be limited by lack of internet access and mobile devices, access to a bank account, and/or who may be limited by varying work schedules from being able to pre-plan trips more than a few days in advance. While recognizing advantages to reserve sites for operational purposes, NGPC also recognizes the need to balance the desires of the public and the constituency we serve regarding reservable and first come first serve opportunities. The primary challenge faced in managing the first come first serve sites is the staff time needed to collect monies and enter payments into the system in an accurate and timely fashion while still retaining pertinent information about site usage and other demographics. Solutions for these issues should consider NGPC's desire to retain first come first serve sites and provide streamlined payment and reconciliation options.

With many parks located in rural areas, reliable internet connectivity can be a challenge. Proposed solutions should consider the impact of tenuous internet connectivity. Bidder should be able to provide comprehensive training, responsive support, and innovative solutions for these business challenges.

Nebraska's state parks are the crown jewels of the state's tourism industry, perfectly positioned to capitalize on the expanding travel trends of the public. Our parks offer a diverse range of amenities and recreational opportunities, with areas ripe for implementing new ideas to enhance visitor experiences. Nebraska's State Park System currently is comprised of eight (8) State Parks (SP), ten (10) State Historical Parks (SHP), sixty (60) State Recreation Areas (SRA), and two (2) State Recreation Trails. In total, the State Park System's eighty (80) areas encompass an estimated 105,917 acres of land and water. In 2023, 522,379 entrance licenses were purchased resulting in over 9 million park visitors.

Facilities and amenities at the parks include:

1. > 8,000 campsites,
2. 110 boat slips,
3. 151 horse stalls,
4. 30 horse pens,
5. 241 cabins,
6. 2 group lodges,
7. 62 lodge rooms,
8. 20 meeting rooms,
9. 4 tipis,
10. 33 picnic shelters,
11. 5 swimming pools,
12. 2 restaurants,
13. 19 shooting sports facilities,
14. spray park,
15. a floating playground,
16. 15 resale and gift shop locations,

- 17. 42 ft indoor climbing wall and bouldering structures,
- 18. theater with annual winter and summer productions, and
- 19. trail rides (via horseback, jeep, or stagecoach).

A list of current Nebraska State Park System’s Field Locations accepting reservations can be found in Attachment 1-Field Locations.

Park-generated revenue is captured through visitor payments of park entry fees, facilities fees, activity fees, retail purchases, food service purchases, recreational equipment rentals, concessionaire payments, miscellaneous income, and sales of annual passes for entrance and activity-based programs. NGPC’s park operations generated over \$34.7 million of revenue in 2023.

C. SCOPE OF WORK

The awarded bidder will be responsible for the implementation and maintenance of a statewide web-based State Park Reservation/Registration, for the State of Nebraska as specified in this RFP. This system will be the focal point for customers who want to visit the great State of Nebraska, providing a one-stop shop where visitors can see what Nebraska’s State Park System has to offer, make their reservations at state park facilities, and pay for those reservations.

The State Park Reservation System will provide complete reservation and registration features for individual visitors and for groups wishing to use State Park facilities. It will provide a link to NGPC website but will not otherwise gather information from or provide data to NGPC website.

The State Park Reservation System should handle sales and inventory tracking of merchandise items, including a collection of offline cash and check sales data when online service is not available. Accounting of receivables and refunds will be handled, and various reports and statements will be generated to provide appropriate information to customers and administrative and field staff. Files will be created to be sent to the State’s accounting system, but no other State systems will be directly or indirectly affected.

D. PROJECT FUNCTIONAL/TECHNICAL REQUIREMENTS

Bidder’s response must clearly show how each NGPC requirement shall be met. Bidder must respond to every requirement listed in Attachment 6 – FUN RTM Requirements Traceability Matrix (RTM). Bidders should fully explain how the proposed solution meets the requirements. If the bidder’s proposal for meeting a requirement is not currently part of the solution in use, indicate when it will be available. NGPC is seeking a bidder with experience administering a State Park Reservation System through a configurable, Web-Based, automated, real-time system. Throughout the response to requirements, bidders should explain their ability to meet this requirement. NGPC prefers a single contractor with a seamless solution for all modules. NGPC does not wish to exclude the use of innovative technologies and concepts as they become available. The system needs to grow and adapt to evolving environments and adopt new technologies.

The following describes NGPC’s concept of a State Park Reservation System. It is a description of how reservations and purchases may be made and is meant to be an informative account of anticipated processes. It should not be construed as exact or comprehensive, but rather as a general guide.

1. CUSTOMER PROFILE

The system shall allow a customer, NGPC staff, and NGPC administration, to create a new customer profile and add a custom comment to the profile. The profile shall include the customer’s name, customer’s demographic and geographic information, email, and date of birth. The system shall allow edits to a customer’s demographic and geographic information. NGPC Administration may edit the first and last name, date of birth, email, demographic, and geographic information. The system shall allow users to apply sales and/or occupancy tax-exempt status, including entering and tracking of the customer’s tax-exempt number. The system should create a profile with a unique customer identification number.

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

2. RESERVATION CHANNELS

a. PUBLIC WEBSITE

A sales site optimized for mobile devices is required. A solution is desired to work on both Android and IOS platforms. The final design layout of the Public Website shall be subject to the approval of

NGPC. The Contractor should maintain close coordination and consultation with NGPC project management during the design phase, so no design work is initiated without the approval of NGPC. Access to the online NGPC branded Reservation Website shall be linked from NGPC's home page: <http://outdoornebraska.gov>. The Contractor shall provide links to the Public Website from any site(s) maintained by the Contractor, as approved by the State. If the website is down for any reason, a page must be displayed including a message regarding the reason for the outage. All Public Website sales shall be bound by NGPC's business rules as designated by statutes, regulations, orders, administrative rules, internal controls, and/or agency policy.

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

The State Park Reservation System must:

- i. Use real-time technology to transmit data between the field locations, the public website, the Call Center, so users can see a continuously up-to-date inventory of available sites,
- ii. Implement predictive search functionality for descriptions and availability of reservable units, with efficient filtering and sorting capabilities, and clear presentation of results. Enable users to search by various parameters, including dates, facility type, activity, capacity, vehicle and equipment type, location, facility attributes, specific regions, and proximity to cities, for available facilities and activities across the entire system or within specific parks,
- iii. Display a narrative about each park and its activities, including the ability to display multiple high-quality pictures or videos,
- iv. Allow reservation of specific unit(s) including multiple units in a single transaction as allowed by NGPC business rules,
- v. Be structured to prevent "overbooking" or "double booking" of any facility and demonstrates a proven methodology to handle multiple simultaneous booking requests without conflicts or errors,
- vi. Generate a unique identification number for each reservation,
- vii. Generate customizable email confirmations for all reservations. When a mobile contact number is given the system should be able to generate a customizable text notification. Confirmations must be automatically generated for the following actions:
 - a) a new reservation is made,
 - b) a reservation is modified or transferred,
 - c) an accounts receivable transaction is made, and
 - d) a reservation is canceled,
- viii. Notify a customer who is unsuccessful in making a reservation through the website because of established business rules and the reason why the reservation could not be completed,
- ix. Provide the ability to "bookmark" or "favorite" sites and/or facilities to allow customers to save the site and facility information to their profile for quick reference and booking,
- x. Offer a waiting list feature allowing customers to be notified if a desired facility or activity becomes available. If a customer attempts to make a reservation for an unavailable facility or activity, the system should provide the option to join a waiting list and receive alerts regarding availability, which may involve temporarily holding a reservation for the customer,
- xi. Provide a lottery function allowing customers to apply for a facility rental, such as a cabin or boat slip, during a designated application period,
- xii. Provide an accurate, detailed, interactive color map of the campground/cabin areas. The user should be able to identify the proximity of each site to park attributes including water, restrooms, playgrounds, and other nearby recreational attractions, physical features (such as lakes, rivers, and trails), entrance to the park, and public roadways on this map and should:
 - a) Provide enlargements to show specific features, such as campground loops or cabin loops so the customer can determine the proximity of a site to the features listed above and the location within the park itself. Included in the detailed map shall be the site number and vital site information such as length of camping unit, amperage available, shade quality and site photos,
 - b) Provide the ability for 360-degree views of a campground, cabin, or other facilities to increase customer engagement,

- xiii. Allow the purchase of merchandise such as a t-shirt, firewood, or park permits in the cart along with reservation,
- xiv. Allow the customer the ability to edit customer profile information except for the customer's first name, last name, and date of birth,
- xv. Allow the customer the functionality to review profile information including previous purchase history and account balances,
- xvi. Allow the application of discounts or promo codes as determined by NGPC,
- xvii. Provide a website feature to promote short-notice availability of reservable facilities,
- xviii. Provide pop-up or website banner notifications to provide relevant facility information as provided by NGPC (examples include unanticipated facility closures or event promotion),
- xix. Provide rule/regulation acknowledgment before checking out, and
- xx. Provide the ability to submit a donation to NGPC upon checkout.

b. FIELD LOCATION RESERVATIONS AND REGISTRATIONS

The Field Location Reservations and Registrations channel should allow the same functionality as the public website. The internal POS channel shall allow for the sale of tangible goods at NGPC locations and include a daily reconciliation process for reservation, registration, and merchandise sales. The internal channel must accept cash, check, credit/debit cards, NGPC Park Bucks, and money orders. Staff at field locations should be able to process reservations over the phone and in person as well as process same-day walk-in guests' registrations. Field Locations need tools to quickly communicate with guests about their specific park areas or the guest's specific site in the event of emergencies, closures, promotion of special events, arrival reminder information, etc. Field Locations need campground management tools such as the ability to enact closures or holds on sites, and to generate daily arrival and occupancy reports.

The Field Location State Park Reservation System must:

- i. Enable each location to reserve a portion of its facilities directly, not through the call center or public reservation website, ensuring a certain number of each facility or facility type is available exclusively for on-site registration (walk-in guests).
 - a) Allow backdating of arrival dates for walk-in guests who arrive after the park office is closed and register the following day.
 - b) Prompt for customer information and search for an existing profile or create a new profile (if not already existing) for walk-in guests.
- ii. Allow guest check-ins and the display of reservations modifications, reservation information, and account balance,
- iii. Allow the check-in of multiple sites in a single transaction, even if reserved under different reservation number(s) or name(s),
- iv. Allow the check-out of guests including multiple sites in a single transaction, even if reserved under different reservation number(s) or name(s),
- v. Be streamlined requiring a minimum number of clicks to complete reservations, registrations, and POS purchases,
- vi. Update units as reserved when reservations or registrations are made,
- vii. Allow for the adjustment fees on reservations and registrations,
- viii. Send a confirmation of a new, modified, or canceled reservation or a financial transaction,
- ix. Generate guest registration forms,
- x. Retain historical information about reservations and profiles,
- xi. Cancel reservations and registrations with the appropriate penalties assessed,
- xii. Void reservations and registrations,
- xiii. Allow authorized staff the ability to place a closure or hold on a site detailing the reason which may include maintenance or a special event,
- xiv. Allow authorized staff to override business rules or policies as necessary and under special circumstances (e.g., 14-day reservation rule, override closure, adjust fees, waive fees, etc.). In this case, the system should require NGPC staff to follow the defined approval cycle and audit trail,
- xv. Allow authorized NGPC staff to define and report on key performance indicators (KPIs) using system data in support of real-time dashboard reporting and management of critical business functions,
- xvi. Provide training materials and support for field location reservations and registrations including online manuals, videos, and staffed support via live chat or phone,

- xvii. Allow staff to deliver customer communications across multiple channels such as email and SMS text, to communicate information quickly and easily regarding event promotion, site availability, weather events, and other pertinent information based on set parameters such as guest arrival dates, and
- xviii. Provide for the management of cash drawers, including opening, closing, balancing, and adjusting cash drawers and depositing revenue from cash drawers, following best practices for cash management at over-the-counter locations.

c. CALL CENTER

Through the life of the contract, NGPC may determine it requires off-site call center services. In the event of this, the bidder's State Park Reservation System Call Center should:

- i. Have facilities or have work-at-home Call Center agents to provide reservation services to customers. Facilities and agents must be in the United States,
- ii. Provide knowledgeable, efficient, and friendly Customer Service Call Center agents who leave customers and retail agents with positive impressions after the interaction,
- iii. Conduct and outline a robust training program to ensure the accuracy of Call Center agents in responding to questions about statewide programs and services,
- iv. Track the time it takes to answer all types of support calls, the type of support calls received, and the time it takes to resolve all issues. Periodic analytics regarding support call volume, answer times, response times, resolution rate, abandonment rate, etc. should be made available for review,
- v. The Call Center must be operable a minimum 40 hours a week and will be closed on state and federal holidays, dates, and time negotiable, and
- i. Provide an option for multilingual support, with a preference for Spanish as the primary language.

d. SELF-SERVICE KIOSKS

NGPC is exploring the purchase of self-service kiosks. These kiosks will have the ability to sell annual park entrance licenses along with daily passes. The kiosks must provide a safe, effective, and profitable way to allow visitors to obtain services and information such as register for camping, purchase a park entrance license, purchase merchandise or supplies such as firewood, or seek information about the parks. The kiosks should collect revenue, dispense permits, park entrance licenses, and receipts; while, allowing customers multiple payment options and having the ability to withstand adverse outdoor and connectivity conditions. Given the nature of the state parks locations (often remote and unstaffed) and customer visitation habits (often unplanned), having the ability to accommodate customer needs through an automated device physically located at the point of service is a useful element of effective Park management.

3. GROUP FUNCTION BOOKING MANAGEMENT

NGPC offers the reservation of a group of guest sites (campsites, lodge rooms, or cabins) which are put on hold for a specific group of people or events such as family reunions, weddings, and corporate meetings. These bookings can also include the reservation of meeting facilities such as conference rooms or pavilions and the addition of POS items such as concessions, merchandise, and ticketed activities such as horse rides or pool entry. Payment may be made in full by the primary occupant or by individuals in the group. Some events require an advanced deposit based on the park policy. Group function reservations must be made directly with the park or Call Center and are not available to be booked through the public website. Information on parks providing group function reservations can be found here: <http://outdoornebraska.gov/groupfunction/>.

The State Park Reservation System should provide a solution allowing:

- a. Creation of a group/organization profile, including red flag alerts viewable by staff when making a reservation,
- b. Allow a group event to be planned and reserved, comparable to events held in hotels and conference centers, to include the ability to:
 - i. allow a unit which is part of a Group Event to be separated from the Group Event and transferred to an individual reservation, and recalculate the Event's new balance,
 - ii. send a confirmation to the primary occupant rather than the original customer who made the reservation, and
 - iii. assign and track occupants of units in a group reservation.

- c. Allow changes to, or cancellation of, an entire reservation, or part of a reservation, and
- d. Allow payment at the time of reservation, invoicing at a later date, or mailing of a payment.

4. **MARINA AND SLIP MANAGEMENT**

NGPC requires a marina and slip management system to efficiently handle daily operations, streamline customer interactions, and enhance user experience. The system should include functions for customer registration and profile management, slip reservation and waitlist management, payment processing, lease information storage, lease renewal reminders, rental of a dock box (storage containers typically mounted on or near a boat dock), management tools for staff, comprehensive slip information database, and automated notifications and communication with customers.

Major functions the system should perform include:

- a. **Customer Registration and Profile Management**
Customers should be able to create accounts and maintain profiles with their personal information, contact details, and boat information (boat name, length, width, depth, registration number, and captain).
- b. **Slip Reservation and Waitlist Management**
Customers should have the ability to reserve daily slips online for a specific date or a range of dates. The system should allow customers to apply for a waitlist for annual leases when no immediate slips are available.
- c. **Payment Processing**
The system should handle payments for both daily slips and annual leases. Automated payment processing should be available for customers who have recurring annual leases.
- d. **Lease Information Storage**
The system should electronically store lease information, including the lease duration, payment status, and any additional agreements. Customers should be able to access their lease details through their profiles.
- e. **Lease Renewal Reminders**
Automated lease renewal reminders should be sent to customers prior to the lease expiration date as dictated by NGPC business rules.
- f. **Dock Box Fees**
The system should allow customers to opt for dock boxes and specify the rental duration if applicable. Dock box fees should be automatically calculated and included in the payment process.
- g. **Management Tools**
Staff should have access to a dashboard allowing them to manage reservations, waitlists, and slip assignments. System should allow manual assignment of guests from the waitlist to available slips.
- h. **Slip Information Database**
The system should maintain a comprehensive database of slips with details such as availability, size, location, and any specific amenities. This database will facilitate efficient slip assignment and ensure accurate information is provided to customers.
- i. **Notifications and Communication**
The system should be equipped to send automated email notifications to customers for reservation confirmations, lease renewals, waitlist updates, etc. It should support easy communication between marina staff and customers if they have any queries or special requests. Customers should have the option to opt-out or manage their notification preferences.

5. **ADMINISTRATIVE FUNCTIONS**

An administrative module is required, allowing users with an administrative security role access to perform all maintenance, reporting, and accounting functions related to the management of the State Park Reservation system.

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

Major functions the administrative module must perform:

- a. User IDs, Passwords, and Roles**

Maintain the login IDs, passwords, and roles of system users. NGPC designees and the bidder's support desk staff must be able to reset passwords for NGPC staff, customers and NGPC Administration. Users with an administration role should be able to enable and disable user accounts in real-time. NGPC user IDs should be automatically disabled after 30 days of inactivity.
- b. User Access Rights**

System must have user security roles dictating system level of use and authorizes specific actions. Authorized users with administrative access should have the ability to setup and maintain the permissions of other users and generate a report providing the name and role of each user created in the system, whether each user is active or inactive, the active or inactive dates of each user, and the last logged in date of each user. Authorized users should also have access to a report showing all actions performed in the system who performed the action, where the action was performed, and when the action was performed.
- c. Merge Duplicate Customer Profiles**

A user with an administrative security role should have the ability to merge a duplicate profile.
- d. Update Sales and Lodging Taxes by Location**

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

The system must have pre-formatted reports with input parameters accessible via a report menu page. Bidder must outline and define their business solution for ad-hoc reports. The ad-hoc business reports should have the ability to summarize daily, weekly, monthly, and yearly transactions. Reports should be broken down by park location. The report name, date, and time of the report should appear on each report. Reports should be exportable in either .pdf, Microsoft Excel, or .csv format.
- f. Dashboards**

The administrative module should have quick-view dashboards for distilling data into actionable insights. The type of financial, statistical, or demographic data displayed should be configurable by NGPC administration and will be used to define and report on key performance indicators (KPIs) using system data in support of real-time dashboard reporting and management of critical business functions.
- g. Facility Management**
 - i.** Provide users with an administrative security role the ability to create locations (park area), facility (sites) categories, and amenities (trails, swimming pools, etc.) associated to locations. It should also provide for users to associate attributes (such as water, electricity, sewer, tent pads, etc.) to individual facilities.
 - ii.** Provide for users with an administrative security role the ability to setup through which sales channels each facility, facility type, or facility category can be reserved.
 - iii.** Provide for users with an administrative security role the ability to associate add-ons (such as crib, cot, etc.), for which there may be a charge, to individual facilities.
 - iv.** Provide for users with an administrative security role to associate holding places (spacers) to facilities.
 - v.** Provide for site specific and site standard reservations by location, facility type or facility.
 - vi.** Provide for some portion of each location's reservable facilities or facility types to be reservable only by each location, not reservable from the call center or public reservation website, so some number of each facility or facility type is reserved and sold only at the location at which it is offered.
 - vii.** Provide for facilities or facility types to be reserved and used or rented for various periods, such as nightly, daily, and hourly.

- viii. Provide for minimum stay requirements to be configured by number of day or hours, days of the week and/or date range and setup of such by facility type and/or individual facility.

h. POS Management

- i. Provide for NGPC to establish and manage pricing for all NGPC products.
- ii. Provide for financial parameters to be setup for each item or item type available for use, sale, or rent and for each external revenue source.
- iii. Provide for the setup of whether the item or item type is taxable or not.
- iv. Provide for the setup of a specific revenue account code for each item or item type.
- v. Provide for the setup of pricing including the ability to provide for the setup and application of fixed prices (price configured in the system by NGPC) and for the setup and application of variable prices (price set at time of sale).
- vi. Provide for the setup of a configurable time frame within which an item is allowed to be returned or refunded (return period).
- vii. Provide for reports of products sold by day and location.
- viii. Provide for the system to track and report on the inventory value per retail product and for all retail products at a specific location (such as a park) and across locations (such as region or system wide) in real time on demand, with such tracking and reporting accounting for all actions related to the inventory product inventory (such as purchases, sales, returns, spoilage, etc.).
- ix. Provide for an inventory reconciliation process including entry of a physical count of retail products on hand, reporting of differences between the system inventory and the physical count, allowance for modification of the physical count and tracking of any such modification, and resolution of any negative system inventory quantities.

i. Check in/Check out Management

The administrative module should have an option to automatically batch process overdue check in and check outs up to the date specified.

6. CUSTOMER COMMUNICATION MANAGEMENT

The system shall provide Customer Communication Management (CCM) features.

- a. The Customer Communication Management (CCM) features should support a user interface for NGPC staff to search and manage customers and customer communications by addressing the following:

- i. Communication with customers through multiple media platforms:

- a) Messages should be responsive to the media platform used (desktop, mobile phone, tablet, etc.),
- b) System should have the ability to do automated and Ad-hoc messaging, if needed, and
- c) System should be able to allow customization to align with agency graphic “look and feel” and allow for message preview and testing prior to send.

- ii. NGPC business goals including but not limited to:

- a) Increasing sales,
- b) Customer satisfaction and retention,
- c) Targeted marketing of customers to inform them of special events and services,
- d) Offer marketing solutions to assist NGPC in meeting Recruitment, Retention, and Reactivation (R3),
- e) Mobile responsive customer-friendly search of all camping and lodging opportunities in Nebraska state parks and recreation areas, and
- f) Emergency or closure notifications.

- iii. Customer demographics records and contact information in one database management module to track customer actions.

- iv. Preset and ad-hoc reporting tools.

- v. Advanced search capabilities.

- vi. Customizable HTML and/or text and email messages sent automatically (or scheduled) to customers or groups upon a configurable action including but not limited to:
 - a) Onboarding a first-time customer,
 - b) Cart abandonment,
 - c) Upselling,
 - d) Auto-message email communications to customers based on transaction dates, and
 - e) Personalized content to customers for upsells and cross-promotion.
 - vii. Automated thank you messages to customers for purchases.
 - viii. API web services and other means of custom integration with other systems such as accessing NGPC's licensing system, website, event calendar, email communications platform or others, as needed.
 - ix. Create automated campaigns based upon customer action, or lack of action to include:
 - a) Renew Park entry permit,
 - b) Follow up on requests for information from marketing campaigns or website visits with a call to action to make a reservation,
 - c) Reservation opportunities at parks visited in the past,
 - d) Last minute vacancies at favorite parks, and
 - e) Add/on or upsell activities for current reservations.
- b. The system should establish key performance indicators including but not limited to:
- i. Revenue,
 - ii. Number of customers,
 - iii. Recruitment rates, and
 - iv. Retention rates.
- c. The system should provide the following services to ensure compliance and properly route emails including:
- i. Measure incoming traffic by source,
 - ii. Integrate with analytical tools,
 - iii. Track visits to call to action,
 - iv. Track call to action to conversion goals such as reservation confirmation or account creation,
 - v. Track login and logout metrics,
 - vi. Length of customer session on the reservation website,
 - vii. Length of time between customer system visits,
 - viii. Bounce rates, and
 - ix. Track and respond to cart abandonment.

7. POS/MERCHANDISE PROCESSING

An Internal Point of Sale (POS) system is required. The sales channel will be used by NGPC staff to sell reservations, registrations, merchandise, activity tickets, equipment rentals, park permits, snacks and concessions, restaurant meals, and items available in the system. The POS system shall collect and update all information required to track revenues and fees. The system shall conduct all transactions through the State Park Reservation system. The State Park Reservation system sales channel should function with current and future technology.

The POS module of the State Park Reservation System must be integrated with the reservation/registration module to allow park staff to charge guests for POS items, regardless of whether a reservation is involved.

The system should be able to display and report all sales related to each reservation. This includes merchandise, rentals, or activities purchased by customers, along with the total and average value of these additional sales. This data should be organized by location (such as park), region (multiple locations), and system (all locations).

The POS module should:

- a. Calculate the total cost for POS items, including or excluding tax for the location of the sale, where appropriate,
- b. List each POS item (and number of items when applicable), thus providing an itemized receipt,
- c. process tips collected from customers (for all methods of payment), specifically:
 - i. provide a place for the customer to enter the amount to add as the tip on the guest receipt,
 - ii. allow the cashier to enter the tip amount and charge the guest's credit card accordingly, and
 - iii. accumulate tip totals by park staff ID (to provide proper tracking and payment of tips collected to the appropriate individual).
- d. Provide a void option to remove a POS item from a purchase or account in case of error,
- e. Display the cost of the selected item,
- f. Allow park staff to enter a discount to reduce the price for specified items,
- g. Allow sales to either a generic customer profile or allow assignment to an existing customer profile,
- h. Allow grouping of items, including reservable unit(s), to sell as one package with the appropriate accounting codes for each item,
- i. Allow park staff with the appropriate authority to add, edit, or delete all necessary data for POS items,
- j. Create one POS item and assign it to multiple locations,
- k. Ability to display a quick menu of most sold items configurable per station,
- l. Provide a resale inventory tracking application which must:
 - i. track resale inventory received, sold, and adjusted and
 - ii. track the cost, revenue, and profit of all resale items,
- m. Provide customer-specific marketing tailored to identified customer purchase patterns,
- n. Provide for the Sale of Non-Inventory Products (products for which there is no stock in the system),
- o. Integrate and support typical point of sale (POS) equipment such as cash drawers, credit card readers, receipt printers, and bar code scanners, and
- p. Allow offline POS cash and check sales, storing pertinent information such as transaction number, receipt number, items sold, transaction amount and payment method, when the online system is temporarily unavailable, for later batch processing.

8. FINANCIAL

The system shall provide a revenue management module for collecting revenue for all purchases. The financial structure must provide a breakdown of revenue conforming to GAAP and NGPC's current accounting system, JD Edwards EnterpriseOne 9.2, or subsequent financial system. The system should provide adequate security, internal controls, and management reporting to ensure revenue transactions and sales data are processed accurately and consistently in real-time, including ad-hoc reporting capability. The revenue management module should provide a comprehensive audit trail and reconciliation reports to support varying end-of-day schedules. The module should allow NGPC to trace a customer's payment back to the original transaction and provide specific details of the transaction. Tender types shall include check, traveler's check, money order, all major credit card and debit card brands, NGPC Park Bucks, IBT (Inter-Agency Billing Transaction), and may include voucher, gift certificate, and any promotional coupons or gift cards issued by NGPC. Revenue for fiscal years FY19 through FY23 are attached in Attachment 5 – Revenue. The revenue management module shall allow additions and edits to account codes. The current chart account layout includes fund (5 digits), business units (8 digits), object account (6 digits), Subsidiary (8 digits), Sub-ledger (8 digits), and Subledger type (1 digit). A list of current revenue object codes will be provided upon contract award.

9. APPLICATION SECURITY The State Park Reservation System must support various levels of role-based security. NGPC Project Manager should be able to assign staff to configurable roles. Each staff member who uses the State Park Reservation System is required to have a secure login ID, which is associated with their role. The State Park Reservation System should allow NGPC Project Manager to:

- a. Define role profiles to designate specific permissions for park staff member access,
- b. Configure:
 - i. which screens are visible to staff, based on role profile,
 - ii. who can update inventory photos, based on role profile, and
 - iii. which fields can be modified, based on role profile.
- c. Set or modify business rules and other parameters, such as policies, prices, tax rates, and cut-off dates for each of the channels used to make or modify a reservation,

- d. Designate reservable units in each park area, and
- e. Add, modify, and remove merchandise items.

The State Park Reservation System shall retain a record of actions taken on the State Park Reservation System together with information to identify who implemented the action.

10. PAYMENT AND CREDIT CARD PROCESSING

The State Park Reservation System must be able to accept and categorize payments by tender type. List is provided in item number eight (8).

The State Park Reservation System shall integrate with the State of Nebraska's Merchant Credit Card Processing Service. All credit card transactions will be securely processed through the State Park Reservation System, and all will undergo on-line verification before reservation confirmation. Processing must be compliant with Payment Card Industry's Data Security Standards ("PCI DSS").

The State Park Reservation System shall include an accounts receivable (AR) module, used to post an amount due when a reservation is made, to be paid for later, and to adjust. The module should be able to handle advance deposits for group events and recalculation of the group's account balance when a unit is separated from the group event and transferred to an individual reservation.

The State Park Reservation System shall have an accounts payable (AP) module, used when handling credit owed to a guest or group, which should include the ability to issue a refund and should be able to create a voucher.

11. REPORTS AND STATEMENTS

Periodic reports on all system data should be easily created and saved, have automated delivery options, ad hoc reports available with summary tools, and data retrieval and export available in multiple formats (Word, Excel, PDF, SQL tables) and for custom time frames to provide comparisons and projections of booked services and occupancies of camping and lodging facilities.

The System should include maximum functionality and the ability to create, run and save various reports, and include at a minimum filter, query, sum, sort, display, compile, save, and print to screen, device, or an electronic file. Common uses of reports are to summarize key sales metrics and trends according to any definable query and time frame. Reports are also typically utilized to project and compare lodging, occupancy, and sales according to specific lodging units, lodging classifications, geographical areas, and time frames.

All activity by System users and by and for customers shall be recorded by the System and available for view and reporting, including automated System activities.

Reports should have the ability to be built by NGPC staff and select NGPC staff will have access to all raw data. NGPC should be given access to "Snapshot" Reservation Database copied from production every 24 hours.

The system should provide for reports to be queried for any period length for which data exists in the system without negatively impacting system performance to the point where the negative impact is noticeable to system users.

The system should provide for reports to be able to be printable on 8.5" x 11", 8.5" x 14" and/or 11" x 17" paper as appropriate (based on report size).

Respondents should provide NGPC with a comprehensive list of all system reports.

See Attachment 4 - Reports, for descriptions of the current reports and examples of desired reports. All reports should be available for on-screen display, formatted printing, and export into Microsoft Excel and PDF worksheets.

See Attachment 3 - Minimum Required Fields, for lists of fields needed in reports, confirmations, registrations, and on-screen displays of reservable units.

12. OPTIONAL FEATURES

a. Food Service Management

Nebraska State Parks manages two restaurants, Fort Robinson State Park Restaurant and Platte River State Park Restaurant, whose sales are currently processed through our reservation vendor. While NGPC does not require bidders for the reservation system provide a full restaurant solution, NGPC is interested in knowing if they can offer such a service. Below are specific requirements related to restaurant and food service integration with the reservation system.

- i. Provide for restaurant and food service to be combined into one account and the account paid upon check-out (such as the Fort Robinson State Park Restaurant and Platte River State Park Restaurant).
- ii. Provide for the setup and modification of food service-related data.
- iii. Provide for users with an administrative security role to create locations (such as restaurants) at which ingredients or food products will be purchased and stored, recipes will be managed, and menu items will be sold.
- iv. Provide for users to create multiple storage locations, within a food service location, where consumable inventory can be stored and moved to and from.
- v. Provide for users to create vendors (consumable inventory suppliers) from whom consumable inventory items will be purchased.
- vi. Provide for the assignment and transfer of tables to specific servers.
- vii. Provide for transferring customers and their corresponding food tickets to a different table, including recording the time of the transfer. Provide a mechanism to look up and access existing "open" (check not paid) orders and modify (such as add to) such orders.
- viii. Provide compatibility with touch screens from which users can place menu orders.
- ix. Provide a mechanism to deliver orders to kitchen printers or displays, including recording the time stamp of such delivery.
- x. Provide for users to enter when an order sent to the kitchen has been completed and is ready to be served.
- xi. Provide for checks to be paid.
- xii. Provide for split checks by item, by seat or by amount.
- xiii. Provide for users to apply system configured discounts to food service sales.
- xiv. Provide a mechanism to calculate standard gratuity amounts (such as 15%, 18%, 20%, etc.), and have such amounts displayed on the customer's receipt for the customer's reference in calculating gratuities.
- xv. Provide for a gratuity amount to be added to the transaction.
- xvi. Provide for the check to be finalized and the table closed.
- xvii. Provide a mechanism of suspending (putting on hold) the bill pay process for one customer so other customer's bills can be paid in the meantime and then the suspended bill pay process can be resumed.
- xviii. Provide a mechanism to look up existing "closed" (check paid) orders.
- xix. Provide for the tracking and reporting of current and historical table status (such as ready, seated, ordered, served, bill printed, finished, reserved, etc.).

b. Housekeeping and Maintenance Tracking

Currently, Nebraska State Parks uses internal housekeeping tracking methods which vary from park to park. However, NGPC is interested in implementing a standardized housekeeping tracking system if offered by the vendor. Below are the specific requirements related to housekeeping and maintenance tracking which NGPC is looking to incorporate into our system.

- i. Provide a mechanism for staff to denote sites requiring cleaning and/or maintenance after a departure and during reservation check-in or walk-in and validate the site is cleaned before allowing the transaction.
- ii. Provide a dashboard view or report to indicate sites with a status of cleaning/maintenance required or available.
- iii. Provide historical reports of cleaning and/or maintenance.
Allow staff to put in a request for maintenance such as light bulb replacement and route request to appropriate users in the system.

c. Guest Self Check-in

Currently, Nebraska State Parks does not utilize guest self-check-in; however, NGPC is interested in implementing this feature if offered by the vendor. Below are the specific requirements related to guest self-check-in NGPC is looking to incorporate into our system.

- i. Allow guests to check-in for their reservation via mobile application or mobile responsive website when located within a designated proximity of their site on the date and time of arrival.

E. GENERAL SYSTEM AND TECHNICAL REQUIREMENTS

1. BUSINESS CONTINUITY PLANNING AND DISASTER RECOVERY

The Contractor must provide primary and secondary sites as bi-directional (or fail-over-ready) sites. Both facilities need to be classified as “Tier IV” under the guidelines set forth by the National Uptime Institute which can be found at <https://uptimeinstitute.com/tiers>.

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

2. DATA OWNERSHIP AND STORAGE, REPLICATION, AND BACKUP

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

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

The Contractor will be responsible for maintaining and storing all data and such data must always remain accessible to NGPC. A backup of all databases will be provided to NGPC every month, or as requested, to include a database mapping when the structure/fields of the database change.

3. HOSTED ENVIRONMENTS

The Contractor will provide three environments: 1) a Development Environment, 2) a User Acceptance Testing (UAT) environment, and 3) a Production Environment.

- a. **Development Environment** will be used by the Contractor’s personnel to test the product, make enhancements, and correct deficiencies before the new code are moved to the UAT environment. NGPC Project Manager and designee(s) should have access to the development environment throughout the development process.
- b. **A UAT site and database** mirroring the structure and functions of the **Production Environment** will be always available for training purposes. The UAT database will be synchronized with the production database on at least a quarterly basis. The UAT environment must be separate and should have a distinctly different look than the production environment. After the initial development and implementation are complete, the UAT environment must be kept and maintained for training and UAT in perpetuity of any subsequent additions or modifications to the State Park Reservation system.
- c. **Production Environment** will serve as the live operational platform where the finalized and thoroughly tested product is deployed for use by end-users. It represents the fully functional and stable version of the system, distinct from the Development and UAT environments. The Production Environment ensures seamless access to the State Park Reservation system for all users, following thorough testing and validation in the Development and UAT environments.

4. HARDWARE

NGPC will provide personal computers and document printers at the park offices and the call center. The contractor’s State Park Reservation System must be able to operate at the State’s current minimum hardware configuration (see Section V.D.) or the contractor must provide at no additional cost compatible hardware/equipment and should provide all additional hardware/equipment needed for efficient operation of

the State Park Reservation System, to include replacement with newer/advanced devices as technology progresses.

5. SOFTWARE

The Contractor will either include NGPC as a named licensee on all Third-Party Software licenses used in the operation of the State Park Reservation System, or covenants at such time the contractor's obligation to operate the State Park Reservation System terminates, the contractor shall deliver Third Party Software to NGPC and will cooperate with NGPC's efforts to obtain an assignment for such licenses at no additional cost.

6. INTERNET CONNECTIVITY

NGPC is responsible for internet connectivity at the park offices and NGPC administrative offices. Integration with Nebraska Directory Services: State of Nebraska standards mandate all state government web applications needing authentication and user authorization will utilize Nebraska Directory Services (NDS) to access web-based applications. NDS is based on Microsoft Active Directory and can be accessed via native Active Directory methods or Lightweight Directory Access Protocol Secure (LDAP) (LDAPS). Multi-factor authentication is available.

7. BROWSER COMPATIBILITY

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

8. WEBSITE

NGPC's online website must be directly accessible to the public. The web page must be dedicated to NGPC State Park Reservation system and may not contain any non-NGPC advertising. Changes in the design of the web page after receiving NGPC approval will be coordinated through NGPC Project Manager. The web page may be associated with a broader scale site, but when a customer searches for Nebraska State Parks (for example), the customer shall be directed to the dedicated page offering Nebraska State Park Reservations. The State Park Reservation system will link to the NGPC homepage <http://www.outdoornebraska.gov>.

9. MAINTENANCE

The contractor must have a plan for updating, enhancing, and modifying their system in response to technological advances, and the need for additional features to improve efficiency and ability to meet the public's and NGPC's demands. Normal and preventative maintenance shall be performed at a time which will not adversely impact daily operations, with prior notification to NGPC of the downtime.

Standard version updates to the system should be at no additional cost to NGPC. In the event more substantial upgrades/enhancements are needed or requested by NGPC, The Contractor should provide a list of all upgrades and changes to be made to the State Park Reservation System in a maintenance release before the release. The Contractor shall monitor the availability of upgrades offered by their hardware and Third-party software vendors and make timely installation of such changes when technically appropriate, at no additional cost to NGPC.

10. FUTURE ENHANCEMENTS

The system may remain flexible as new technology becomes available, within the scope of the RFP. The Contractor shall provide a draft Statement of Work (SOW) listing all proposed enhancements to be made to the State Park Reservation system. Before execution of the SOW, an amendment will be made to the contract upon agreement between the State and the Contractor. The Contractor shall provide a list of all enhancements and changes to be made to the State Park Reservation System in a maintenance release before the release.

11. SERVICE LEVEL REQUIREMENTS

All channels must be fully functional 24 hours per day, 365 days per year except as further described in this section. Between the hours of 4:00 AM and 1:00 AM of the following day, Central Time, 365 days a year, no single outage or combination of outages of the system may last more than 15 minutes per 21-hour period. The Contractor may utilize the hours between 1:00 AM and 4:00 AM, Central Time, for routine system maintenance and upgrades, subject to the conditions and restrictions described in this section. The Contractor should make every effort to avoid scheduled maintenance and upgrades during NGPC's peak business season as dictated by NGPC business rules and obtain written approval prior to any maintenance or upgrades performed. Customers and Administrative Users attempting to utilize a system affected by maintenance during the regular maintenance window should receive a notification of the status of the system and expected time of service restoration. The Contractor must notify NGPC immediately whenever any

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

12. ISSUE SEVERITY CLASS DESCRIPTIONS

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

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

Any incident resulting in NGPC's inability to collect and manage revenue and book reservations is considered Production Down, Severity Class 1. This issue class requires an "all hands on-deck" response from the Contractor.

i. **Severity Class 1** issues include the following:

- a) Total loss of the ability to sell reservations, registrations, or products, for any reason,
- b) Customer data loss,
- c) Overbooking or double booking of facilities,
- d) System functions related to the generation of, approval of, or transmittal of an EFT,
- e) Credit card sales and PCI compliance issues,
- f) Any other loss of functionality inhibiting NGPC's ability to manage or collect revenue, and
- g) Any other issue requiring immediate response from the Contractor.

ii. **Severity Class 2** issues include the following:

- a) Important workflows not triggering as expected,
- b) Reports failing to be generated,
- c) Any functional issue prohibiting customers, groups of customers, or staff from completing a transaction, such as the incorrect application of a business rule, resulting in partial loss of the ability to sell reservations, registrations, or products, and
- d) Any issue prohibiting NGPC from accessing the administrative module or performing core functions within the module.

iii. **Severity Class 3** issues include the following:

- a) Moderate loss of application functionality or performance resulting in multiple users impacted in their normal functions when a workaround exists by using an alternative.

iv. **Severity Class 4** issues include the following:

- a) Any issue not affecting the system's ability to carry out required business processes. These issues do not have a pre-defined "Time to Repair." Each issue under this classification will be assigned a "Due Date" on a case-by-case basis when the issue is created.

See section II.X for performance requirements.

b. INCIDENT ESCALATION

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

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

c. AFTER INCIDENT REPORT

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

- i. Date and time the incident was reported (incident time),
- ii. Contractor's staff assigned to resolve the issue,
- iii. Detail on what steps were taken to resolve the issue,
- iv. Root cause(s) of the issue,
- v. Steps to be taken to ensure the issue does not occur again, and
- vi. Date and time the incident was marked as resolved. The Contractor shall deliver the after-incident report to NGPC within ten (10) business days of the resolution of the issue.

13. INFORMATION SECURITY

The Nebraska Information Technology Commission (NITC) has adopted an Information Security Policy to provide a uniform set of reasonable and appropriate security safeguards for the protection of the confidentiality, integrity, availability, and privacy of information collected, stored, and used to serve the citizens. All system components must be equipped with the latest security protocol, currently TLS 1.3.

a. SERVER SECURITY

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

b. ACCESS CONTROL

- i. To preserve confidentiality, integrity, and availability, state information assets must be protected by a logical and physical access control mechanism.
- ii. The issuance and use of privileged accounts will be restricted and controlled.
- iii. Access to an agency's trusted internal network must require all authorized users to authenticate themselves using an individually assigned User ID and an authentication mechanism (e.g., password, token, smart card).
- iv. Access to operating system code, services, and commands must be restricted to only those individuals who require access to the normal performance of their job responsibilities. The Contractor's system must comply with the NITC Information Security Policy. Full NITC 8-101: Information Security Policy is at: <https://nitc.nebraska.gov/standards/8-101.pdf>. NITC 8-301: Password Standard is at: <https://nitc.nebraska.gov/standards/8-301.pdf>. NITC 8-302: Identity and Access Management Standard for State Government Agencies are at: <https://nitc.nebraska.gov/standards/8-302.pdf>.

F. PROJECT PLANNING AND MANAGEMENT

1. Project Management Plan

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

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

The Contractor shall assign a Certified Project Manager (PMP Certification) to this project. The Project Manager should be:

- a. available to NGPC, in-person or virtual, during normal work hours through the critical phases of the project as agreed to by NGPC and the Contractor.
- b. serve as a single point of contact for NGPC.
- c. be responsible for developing, revising, and tracking a detailed project plan encompassing every aspect of the project throughout its life cycle. The plan should include the activities of any subcontractors used by the Contractor. The current plan, and its status, should be available to NGPC upon request.

The Project Manager is required to provide project coordination services, including scheduling meetings and filing reports, as described below:

- a. **Project Status Meetings** – report project status to NGPC on a weekly basis. Meetings may be in-person or virtual, per mutual agreement of both parties. Agenda items should be prepared by the Project Manager and submitted to NGPC a minimum of 24 hours prior to the meeting.
- b. **Status Meeting Reports** - provide a written status report of the meeting within one (1) business day following each project Status Meeting. The report should include attendees, agenda, overview of topics discussed, new actions, who is responsible and by when, and status of prior actions.
- c. **Project Status Reports** - provide monthly summaries concerning the status of the project, within five (5) business days from the end of the month being reported on, including a summary of the last month's activities, a list of major accomplishments, milestones met, deliverables completed, issues, problems, actions, and work for the next period.
- d. **Data Mapping and Conversion** - ensure, in converting data from an existing system to a new system, no reservation, customer data, or financial data will be lost by provide a complete data mapping document and data conversion strategy. The bidder shall provide a draft conversion plan listing all tasks needed for the conversion to the new system. The bidder's draft plan should address the milestones and associated timeframes including, but not limited to, the following:
 - i. Define steps taken to ensure minimal downtime between the new and old systems for all sales channels,
 - ii. Downtime for complete migration and cutover to the new system should not exceed 24 hours,
 - iii. Develop a plan and schedule to migrate all existing customer data and history (i.e. past reservations, past sales history, upcoming reservations, etc.) from the current system to the proposed State Park Reservation system,
 - iv. Develop a plan and schedule to route customers from the current Public Website to the proposed Internet URL,
 - v. Develop a plan and schedule detailing NGPC staff training,
 - vi. Develop a plan and schedule detailing equipment rollout for NGPC locations in advance of the new system rollout, and
 - vii. Develop a plan and schedule detailing the steps needed to set up the financial aspects of the new system including any pre-note authorizations to Agent bank accounts and to deposit monies from sales into the State of Nebraska's Treasury account.

2. **Project Schedule**

The Contractor shall provide a project schedule consolidating all tasks into a logical and manageable flow. This should be a time-based representation of each major task of the project: milestones, dependencies, resource requirements, task durations, and deadlines. The schedule will be detailed enough to show each task to be performed, the start and end date of each task, the expected duration of the task, and turnaround times for NGPC to review, approve, and formally accept or reject the components of the work performed.

3. **Participants**

The Contractor shall provide a listing of all key contract participants, what their role is if they will be on-site, for what period, and who is responsible for completing the task represented in the schedule. NGPC reserves

the right to approve or reject any changes to the contractor's Project Manager or other key personnel after the contract is awarded. NGPC also reserves the right to require key personnel changes with reasonable notice to the contractor.

4. Plan Finalization

The Project Management Plan shall be considered finalized when NGPC Project Manager or designee and the contractor have provided signature approval of the project plan. The contractor's Project Manager and team lead should meet with NGPC staff on an agreed-upon basis to report on work progress and general issues and to test approved applications.

5. Testing

The Contractor shall provide a testing environment for NGPC User Acceptance Testing (UAT) which is as close to the production environment as possible and is clearly distinguishable (such as on all screens and receipts) from other environments. The Contractor should provide:

- a. Test plans and scenarios for each component/module implemented. NGPC may assist to develop the plans, and test scenarios,
- b. the performance of business logic testing against all documented business rules to include validation of appropriate system response for invalid or unexpected input conditions as well as valid conditions,
- c. monitoring of the testing process and status,
- d. the logging and tracking of errors as they are detected during testing,
- e. the resolution of detected errors and for additional testing to occur to validate resolution measure implemented achieve the desired results,
- f. coordination and management of User Acceptance Testing as needed throughout the life of the contract; and,
- g. the test environment configuration data to be updated with production data prior to any UAT.

6. Change Control

The Contractor should identify any changes to the project plan affecting the originally agreed to delivery date. The NGPC technical team should be included in the change management process. Change management includes assessing and reporting on the risk and timing of implementation against the other components of the State Park Reservation System. Any plan changes must be agreed upon by both parties, documented as a change to the project plan, and require an approval signature on the revised project plan from NGPC Project Manager or designee and the Contractor. Contractor should communicate and coordinate any changes to Contractor's security infrastructure which directly affect the security of State Park Reservation System data. Contractor should not modify any part of the security posture of the State Park Reservation System unless this is coordinated in advance with NGPC IT staff. This includes any changes to the hardware, software, or any technical services which may indirectly have an impact to the Contractor security posture.

G. PERFORM IMPLEMENTATION

The Contractor will provide and configure a State Park Reservation System for agency-wide implementation. All data must be converted from the current State Park Reservation System to the contractor's State Park Reservation System prior to the go-live date. Data migration and testing of the migration process must be done in advance, according to the Test Plan, to ensure seamless transition for go-live. The bidder will manage the State Park Reservation system throughout the design, development, administration, and delivery stages. Components of the State Park Reservation System must be installed and implemented for all State Park facilities at the same time.

H. PROVIDE POST IMPLEMENTATION SUPPORT

1. Scheduled Downtime

The contractor shall provide written advance notification of scheduled downtime and State Park Reservation System updates, allowing time for NGPC staff to plan and test.

2. Status Meetings

The contractor should conduct weekly phone calls with NGPC Project Manager or designee.

3. Documentation

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

4. Change Control

The contractor must collaborate and coordinate any changes to the State Reservation System with NGPC Project Manager or designee. The NGPC technical team will be included in the change management process. Change management includes assessing and reporting on the risk and timing of an implementation against the other components of the State Park Reservation System. Any plan changes must be agreed upon by both parties, documented and require an approval signature by NGPC Project Manager or designee.

5. Help Desk

The contractor must provide a Help Desk, staffed with knowledgeable personnel, to resolve State Park Reservation System related problems presented by NGPC staff at no additional cost, with no limit on the number of calls which can be placed to the Help Desk. Help Desk support personnel will be available at an 800-telephone number at least during the following daily hours 8 a.m. to 6 p.m. CT (7 days a week). Call forwarding to Help Desk staff may be used during the off hours (outside the hours listed above) and a response must occur within one (1) hour of the message. It is expected the contractor will procure and pay for the 800-telephone number.

The Help Desk number must be available for year-round coverage, 7 days per week, 24 hours per day for reporting problems. The Help Desk will function to solve problems and will maintain a log of all calls reporting problems or requesting assistance, fully documenting the problem(s) and what action(s) were taken to correct the issue(s). The log will be made available to NGPC upon request.

A critical situation is one preventing the reservation or registration of a guest; completion of Reservation or Group Event Planning functions; Sales transactions; or accounts receivable transactions. For critical situations, the contractor is required to provide notification of status (by a process agreed upon by NGPC Project Manager and the contractor) every three (3) hours until the problem has been resolved.

A non-critical situation refers to anything in the State Park Reservation System not functioning properly but falls outside the definition of a critical situation. For a non-critical situation, the contractor is required to provide notification of status (by a process agreed upon by NGPC Project Manager and the contractor) at least weekly until the problem has been resolved.

I. TRAINING REQUIREMENTS

1. INITIAL TRAINING

Initial training must be provided to the year-round front-line staff and admin staff prior to the solution being implemented in production. The Contractor is responsible for all costs related to training sessions including but not limited to: travel, hotel accommodations, food, materials, software, and incidentals. Initial training should include:

- a. a general overview of the proposed State Park Reservation System, its functions, capabilities, limitations, components, and physical layout,
- b. walk-through of common field-oriented processes (e.g., reservation processing and cancellations, walk-in registration, unit changes, early departure, extending stays, and park changes),
- c. generation and distribution of reports,
- d. troubleshooting and problem resolution procedures, error messages, help features, and inquiry functions,
- e. training should be broken down by staff functions for park staff, administrator(s), and managers,
- f. train NGPC staff on how the website works for the public to make reservations, and
- g. Help Desk protocols.

At the completion of the training, participants should be able to create, modify, store, and retrieve reservation and profile information, print a reservation query, use the check-in/out feature, move guests, and perform other Front Desk and Group Event Planning transactions. Participants should also be able to retrieve and print standard reservation and accounting reports.

2. NGPC ADMINISTRATOR TRAINING

Training specific to NGPC Administrators should include at a minimum:

- a. performance monitoring and procedures,
- b. administrative duties such as account maintenance, business rule set up, and facility addition or removal,
- c. tracking past events and transactions, and who completed them, in the State Park Reservation System,
- d. creation and customization of reports,

- e. accounting functions and reports,
- f. field application, and
- g. executive level reporting functions.

3. USER MANUAL

The Contractor should provide a User Manual to NGPC Project Manager prior to the training sessions for review and approval. The Contractor should provide an electronic manual accessible to all park staff through a link from the main menu of the State Park Reservation System. This will enable the Contractor to keep the online manual updated and provide real time instruction. The Contractor may be responsible for training NGPC Project Manager and designee when the services provided are enhanced or modified, at no additional cost to the State. The location for this training will be determined by NGPC Project Manager and the Contractor. Expenses incurred by NGPC staff will be the responsibility of NGPC.

J. TRANSITION PLAN REQUIREMENTS

The Contractor must have a draft transition plan when a change in contractor occurs.

1. The transition plan should facilitate:

- a. transfer of all knowledge necessary to operate all State Park Reservation System services,
- b. documentation of support processes, procedures, functions, and staffing requirements; and
- c. collaboration to affect an orderly transition of operational control.

2. At the end of the current contract:

The Contractor will collaborate with the incumbent to create a transition plan, with oversight provided by NGPC. The plan should be detailed within 90 days of the Contractor start date. The transition plan should include:

- a. project schedule with key milestones defined in terms of duration,
- b. descriptions of approach to knowledge transfer, including capturing and preserving the knowledge necessary to maintain the functions, applications, and services of the State Park Reservation System,
- c. conversion of State Park Reservation System data,
- d. the resources and the time commitments for training and knowledge transfer activities,
- e. measurements for proving the knowledge transfer is effective,
- f. outline of procedures to be followed during the transition period, with no interruptions or service degradation,
- g. roles and responsibilities as they relate to the transition,
- h. point of contact and procedures for managing problems or issues during the transition period,
- i. transition test plan and procedures,
- j. communication plan,
- k. risk mitigation plan and strategy; and
- l. contingency plan for failed transition.

3. At the end of the contract awarded under this RFP:

The Contractor will collaborate with the successor contractor to create a transition plan, with oversight provided by NGPC. The transition will be the joint responsibility of the two contractors, with oversight provided by NGPC. The two transition plans will be collaboratively consolidated with additional details within 90 days of the contractor start date.

K. END OF CONTRACT PROVISIONS

It is imperative the State Park Reservation System remain operational during the transition to a new contractor upon termination or expiration of current contract.

- 1. The Contractor agrees to make an orderly transition of the services defined in this RFP and to perform all tasks in good faith necessary to preserve the integrity of the State Park Reservation System. The contractor should make every reasonable effort to ensure any transition is performed in a professional and business-like manner and comply with reasonable requests and requirements of NGPC, to accomplish a successful, seamless, and unhindered transfer of responsibilities.

VII. PROPOSAL INSTRUCTIONS

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

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

A. PROPOSAL SUBMISSION

1. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, 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 so 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 all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

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

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

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

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

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

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

g. CONTRACT PERFORMANCE

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

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

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

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder should provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope, and complexity including at least one other State. 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 Request for Proposal. 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 Contractor or as a subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as subcontractor projects.
- iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the 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 Request for Proposal. 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 Request for Proposal 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 may be implemented after written approval from the State.

j. SUBCONTRACTORS

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

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

2. TECHNICAL APPROACH

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

- a. Understanding of the project requirements;
- b. Proposed development approach;
- c. Functional considerations including Attachment 6 - FUN RTM;
- d. Detailed project work plan; and
- e. Deliverables and due dates.

Form A
Bidder Proposal Point of Contact
Request for Proposal Number 6909 Z1

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

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

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

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

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal and agrees to the terms and conditions unless otherwise indicated in writing, certifies that contractor maintains a drug free workplace, and certifies that bidder is not owned by the Chinese Communist Party.

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

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

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

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

FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

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