

# NEBRASKA

PUBLIC SERVICE COMMISSION



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## REQUEST FOR PROPOSALS FOR TECHNICAL CONSULTING SERVICES

### Public Service Commission

300 The Atrium, 1200 N Street

Lincoln, Nebraska 68509

### COMMISSIONERS:

ERIC KAMLER

CHRISTIAN MIRCH

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## Executive Summary

The following is a summary of this Request for Proposal (RFP), the bidding process, and the contractual process.

### Services to be Provided

The Nebraska Public Service Commission (“NPSC” or “Commission”) is issuing this solicitation for the purpose of selecting a qualified bidder or bidders to contract to provide professional technical consulting services to assist with statewide next generation 911 (NG911) services and provide as-needed general consulting services for the ongoing transition from legacy 911 operations to NG911.

### Length of Contract

The term of the contract will be 1 (one) year commencing upon the last date of execution of the contract by the Commission and the vendor (Parties). The contract includes the option to renew for 2 two additional one-year periods upon mutual agreement of the Parties. The Commission reserves the right to extend the period of this contract beyond the termination date when mutually agreeable.

### Key information about this RFP

- **Proposals under this RFP are due May 12, 2025.**
- This Request for Proposal process will include an optional Solicitation Conference. Please see the Schedule of Events for the specific date and time.
- This RFP process will have written questions and answers (Q&A). Please see the Schedule of Events for the specific time period of the Q&A.
- All information provided by the Commission about this solicitation will be posted publicly to the DAS website: <https://das.nebraska.gov/materiel/bidopps.html>.
- All responses received regarding this solicitation may also be posted to the DAS website. In submitting, any vendor 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 or section conspicuously named as "PROPRIETARY INFORMATION." For more information on this, please see **Proposal Instructions**, below.

### Overview of Request for Proposal Process

The Commission has established its own Request for Proposal process. This process is similar to the process conducted by the Department of Administrative Services (DAS) pursuant to the State Procurement Act, Neb. Rev. Stat. §§ 73-801 et seq., and those agencies that are subject to the State Procurement Act. While the Commission is not subject to the State Procurement Act for the purposes of services, it has chosen to issue a formal competitive solicitation, and so will be following its own established procedure (contained in this RFP). DAS is not responsible for this RFP and should not be a point of contact for any questions.

The RFP is made of four main parts: the **Project Requirements and Scope of Work**, **Procurement Procedure**, **Proposal Instructions**, and a **Glossary**.

1. The **Project Requirements and Scope of Work** describe the services and deliverables to be completed by a contractor;
2. The **Procurement Procedure** describes how this RFP will be conducted;
3. The **Proposal Instructions** describes what must or should be contained in the proposals from vendors; and
4. A **Glossary** has also been included to define the terms used throughout.

### Overview of Contracting Process

After an Intent to Award is issued, the Commission will work with the winning bidder to formulate a final Scope of Work, based on the Project Requirements and Scope of Work in the RFP and the bidder’s response. The Procurement Procedure and Proposal Instructions will not be included in any final contract.

This final Scope of Work will harmonize any differences between the Project Requirements and Scope of Work and the bidder’s proposal, although it may not expand upon the scope of the Project Requirements and Scope of Work nor provide the winning bidder with any chance to modify their proposal nor costs to achieve any kind of competitive advantage over other bidders. The harmonization process will only streamline the glossary, scope of work, cost proposal, and deliverables to ensure the Commission has clearly defined costs, contractual obligations, and deliverables.

## Project Requirements and Scope of Work

Bidders should review these Project Requirements and Scope of Work and other sections below. Bidders should provide a response to this section consistent with the **Proposal Instructions**, below. This document, along with bidder's response, will be incorporated into the resulting contract from this RFP as described in the **Procurement Procedure**, below.

### A. PROJECT OVERVIEW AND BACKGROUND INFORMATION

In 2017 Nebraska adopted a state plan for the 911 service system<sup>1</sup> and has been transitioning from a legacy 911 or e911 based state-wide system to NG911. Nebraska currently has 67 Public Service Answering Points (PSAPs) that are divided into six regions. Two PSAPs in each region act as host centers and separately maintain two sets of primary equipment. This allows each host to provide backup and overflow support in the event of equipment failure, natural disaster or other disruption of service. All of the other PSAPs in a region operate as fully functional remote centers connected to the two hosts via the regional IP Networks. This allows the PSAPs within a region to save money by sharing costly resources.

Each region is connected to one another via the statewide ESINet consisting of a vendor-hosted statewide fiber optic ring with two out of state geographically diverse data centers. The ESINet provides real-time communication and failover support from PSAP to PSAP and region to region across the State of Nebraska.

Nebraska would like to locate a NG911 provider who is willing and able to provide one or more IP points of interconnect and data centers within Nebraska to improve redundancy and reliability of NG911 services in Nebraska. Cost, however, is a factor, so the request for proposal contemplated will need to provide flexible pricing and service options. The awarded Contractor will be required to assist the Commission in preparing the detailed technical design and functionality requirements for the upcoming RFP that will select the vendor for the statewide ESINet.

### B. SCOPE OF WORK

A complete solicitation intended to provide for a competent vendor for Nebraska's 911 Service System.

#### NG911 Continued Implementation and Improvement of Nebraska's 911 System Consulting Services

##### 1. 911 Service System Design

Modification of the current state design and development of a vendor-hosted statewide fiber optic ring with connection to at least two geo-diverse data centers with at least one being within the state of Nebraska that will serve as the ESINet that interconnects multiple regions of PSAPs, including assisting the Commission with the preparation of an RFP to identify a vendor for ESINet and NG 911Core services.

##### 2. NG911 Core Services

Design and development of NG911 core services that allow for geospatial call location and routing, including the Location Validation Function, (LVF), Emergency Call Routing Function (ECRF), Policy Routing Function (PRF), Emergency Services Routing Proxy (ESRP), and Border Control Function (BCF).

##### 3. Geographic Information System (GIS)

Accurate GIS mapping is a critical component of an operational Next Generation 911 system. In the Next Generation environment, 911 calls will be routed, 911 callers will be located and first responders will be dispatched using GIS technology. Therefore, the GIS data supporting the 911 Service System in Nebraska must be as accurate as possible. To meet this need, the 911 Department employs one in-house GIS Specialists and outside GIS Contractors to provide GIS data development and quality control/quality assurance services. The awarded Contractor will be required to provide technical GIS assistance to the State 911 Department as requested.

##### 4. General Consulting Services

In addition to providing the above-referenced services in connection with NG911 implementation, the awarded Contractor will also be required to assist the State 911 Department and the Service System Advisory Committee on an as-needed basis with technical and operational aspects of the system. The State 911 Department will request such general consulting services from the awarded Contractor on an as-needed basis.

The awarded Contractor should have successful experience in, and be able to provide professional consulting services to the Commission, in the following areas relevant to 9-1-1:

1. Evaluation of PSAP technical needs;
2. Call Handling Equipment selection;
3. Evaluation of vendor presentations;
4. Geographic Information Services;
5. Text-to-911 design and deployment;
6. IP and PSTN network configuration;
7. Network security and vulnerability;

General consulting tasks as described in this section will be assigned to the awarded Contractor by the State 911 Director from time-to-time on an as-needed basis. The Commission's annual hourly requirements for General Consulting Services will vary as circumstances arise and cannot be reliably estimated in advance. Therefore, there can be no minimum or maximum number of general consulting hours that are guaranteed or expected to be assigned to the awarded Contractor as a result of this RFP.

The quantity of General Consulting Services required by the Commission during the duration of the contract will likely vary from approximately 200 hours to 300 hours. Contractor's fixed-price cost proposal should include both consulting work in developing the RFP and general consulting services for the duration of the contract.

#### **C. DELIVERABLES AND DELIVERABLE APPROVAL PROCESS**

See Cost Proposal.

Deliverables are subject to the Deliverable Approval Process, contained in the terms and conditions.

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<sup>1</sup> <https://psc.nebraska.gov/sites/default/files/doc/911ServiceSystemPlan.pdf>

## Procurement Procedure

### A. GENERAL INFORMATION

This solicitation is designed to solicit responses from qualified bidders who will be responsible for providing the service described in this RFP at a competitive and reasonable cost. This **Procurement Procedure** describes how the solicitation will be conducted through bidding and contract award.

**The Commission reserves the right to reject a bidder's solicitation response, withdraw an Intent to Award, or terminate a contract if the Commission determines there has been a violation of this Procurement Procedure.**

### B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with the Commission. Please note, again, that the Department of Administrative Services is not a contact for anything related to this solicitation. The point of contact (POC) for the procurement is as follows:

RFP Number: RFP 202591101  
Name: Dave Sankey  
Agency: Nebraska Public Service Commission  
Address: 1200 N Street, Suite 300  
Lincoln, NE 68508  
Telephone: 402-471-3101  
E-Mail: dave.sankey@nebraska.gov

From the date the solicitation is issued until the Intent to Award is issued, communication from the bidder about or concerning this RFP is limited to the POC listed above. Furthermore, Bidders shall not have any communication with or attempt to communicate or influence any evaluator involved in this solicitation.

After the Intent to Award is issued, the bidder may communicate with individuals the Commission has designated as responsible for negotiating the contract on behalf of the Commission, or pursuant to any protest process. No Commissioner, member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications, or amendments regarding this solicitation in writing.

The following exceptions to these restrictions are permitted:

1. Contact required by the schedule of events or an event scheduled later by the POC; and
2. Contact required for negotiation and execution of the final contract.

### C. SCHEDULE OF EVENTS

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

Schedule of Events		
ACTIVITY		DATE/TIME
1.	Release solicitation	April 1, 2025
2.	Last day to submit "Intent to Attend Solicitation Conference"  ShareFile link for uploading Notification of Intent to Attend Solicitation Conference: <a href="#">Notification of Intent to Attend Solicitation ShareFile</a>	April 10, 2025
3.	Last day to submit written questions.  ShareFile link for uploading questions: <a href="#">Written Questions ShareFile</a>	April 15, 2025
4.	Optional Solicitation Conference Location: Via Webex – link to be provided a later date	April 22, 2025
5.	Last day to submit written questions after Solicitation Conference  ShareFile link for uploading questions: <a href="#">Written Questions after Solicitation Conference</a>	April 25, 2025
6.	State responds to written questions through solicitation "Addendum" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/bidopps.html">http://das.nebraska.gov/materiel/bidopps.html</a>	May 1, 2025
7.	Electronic Solicitation Opening – Online Via Webex  IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES BY OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES.  ShareFile Electronic Solicitation Submission Link: <a href="#">Electronic Solicitation Submission ShareFile</a>  <a href="#">Join Webex Meeting</a>	May 12, 2025 2:00 PM Central Time
8.	Review for conformance to solicitation requirements	May 12, 2025
9.	Evaluation period	May 13 through May 23, 2025
10.	Oral Interviews/Presentation or Demonstrations (if requested)	May 28 <sup>th</sup> , 2025
11.	Post "Notification of Intent to Award" to Internet at: <a href="https://das.nebraska.gov/materiel/bidopps.html">https://das.nebraska.gov/materiel/bidopps.html</a>	May 30 <sup>th</sup> , 2025
12.	Contract finalization period	May 31 through June 27, 2025
13.	Contract award	June 28, 2025
14.	Vendor start date	July 1, 2025

**D. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to the Commission and clearly marked "Solicitation Number 202591101 Questions." The POC is not obligated to respond to all questions.

Bidders should submit questions for any items identified when preparing a response to the solicitation. Any solicitation response containing assumptions may be deemed non-responsive and may be rejected by the Commission. Solicitation responses 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 solicitation Schedule of Events.

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. SOLICITATION CONFERENCE**

A solicitation conference will be held per the Schedule of Events. Attendance at the solicitation conference is optional. Vendors will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the solicitation requirements. Questions that have a material impact on the solicitation or solicitation process, and relevant to all vendors will be answered in writing and posted at <https://das.nebraska.gov/materiel/bidopps.html>. An answer must be posted to be binding on the Commission. The Commission will attempt to provide verbal answers to questions that do not impact the solicitation or process, and are only of interest to an individual vendor during the conference. If a vendor feels it necessary to have a binding answer to a question that was answered verbally, the question should be submitted in writing per the Schedule of Events.

**F. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS**

The Commission 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 Commission 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 Commission 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 Commission 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 Commission 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 Commission.

**G. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Nonnegotiable)**

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.

#### **H. ETHICS IN PUBLIC CONTRACTING**

The Commission reserves the right to reject solicitation responses or withdraw an Intent to Award 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 solicitation response on behalf of another Party or entity; and
5. Colluding with any person or entity to influence the bidding process, submit sham solicitation responses, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the solicitation response, or prejudice the Commission.

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

#### **I. DEVIATIONS FROM THE SOLICITATION**

Any deviations from the standards in the Scope of Work must be clearly defined by the bidder in its solicitation response and, if accepted by the Commission, will become part of the contract in the harmonization process. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, requirements, or applicable state or federal laws or statutes. The Commission discourages deviations and reserves the right to reject proposed deviations.

#### **J. SUBMISSION OF SOLICITATION RESPONSES**

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

It is the bidder's responsibility to ensure the solicitation response is received electronically by the date and time indicated in the Schedule of Events. Solicitation Responses must be submitted via ShareFile by the date and time of the opening per the Schedule of Events. No late solicitation responses will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation 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>.

The ShareFile link for uploading Solicitation Response(s) is provided in the Schedule of Events, Section 7: [Electronic Solicitation Submission ShareFile](#)

#### **\*\*\*UNLESS OTHERWISE NOTED, DO NOT SUBMIT DOCUMENTS THAT CAN ONLY BE ACCESSED WITH A PASSWORD\*\*\***

##### **1. Bidders must submit responses via ShareFile using the solicitation submission link.**

Note: Not all browsers are compatible with ShareFile. Currently Chrome, Internet Explorer and Firefox are compatible. After the bidder clicks the solicitation response 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 solicitation response(s) provided in the Schedule of Events, Section 7: [Electronic Solicitation Submission ShareFile](#)

- a. The Solicitation response and Proprietary information should be uploaded as separate and distinct files.



- i. If duplicated responses are submitted, the Commission will retain only the most recently submitted response.
- ii. If it is the bidder's intent to submit multiple responses, 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 responses will be accepted.

**b. ELECTRONIC SOLICITATION RESPONSE FILE NAMES**

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

- i. 202591101 Company Name  
If multiple files are submitted for one solicitation response, add number of files to file names:  
202591101 Company Name File 1 of 2.  
202591101 Company Name File 2 of 2.
- ii. If multiple responses are submitted for the same solicitation, add the response number to the file names:  
202591101 Company Name Response 1 File 1 of 2.

**K. SOLICITATION PREPARATION COSTS**

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

**L. FAILURE TO COMPLY WITH SOLICITATION**

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

- 1. Rejection of a bidder's solicitation response,
- 2. Withdrawal of the Intent to Award,
- 3. Withdrawal of the Award,
- 4. Negative documentation regarding Vendor Performance,
- 5. Legal action; and
- 6. Suspension or Debarment of the bidder from further bidding with the Commission or 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.

**M. SOLICITATION RESPONSE CORRECTIONS**

A bidder may correct a mistake in an electronically submitted solicitation response prior to the time of opening by uploading a revised and completed solicitation response.

- 1. If a corrected electronic solicitation response is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted. The corrected solicitation response file name(s) should be identified as:
  - a. Corrected 202591101 Company Name Response #1 File 1 of 2,
  - b. Corrected 202591101 Company Name Response #2 File 2 of 2, etc.

Changing a solicitation response 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.

**N. LATE SOLICITATION RESPONSES**

Solicitation Responses received after the time and date of the opening will be considered late responses. Late responses will be considered non-responsive. The Commission is not responsible for responses that are late or lost regardless of cause or fault.

**O. BID OPENING**

The opening will consist of opening solicitation responses and announcing the names of bidders. Responses **WILL NOT** be available for viewing by those present at the opening. Responses will be posted to the DAS website once an Intent to Award has been posted to the website. Once responses are opened, they become the property of the State of Nebraska and will not be returned.

**P. SOLICITATION REQUIREMENTS**

The solicitation responses will first be examined by the POC to determine if all requirements listed below have been addressed and whether further evaluation is warranted (i.e., whether the solicitation response is responsive).

**Q. EVALUATION OF RESPONSES**

Solicitation Responses deemed responsive are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the Commission. 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 solicitation may result in the rejection of this response and further administrative actions.

The Commission will conduct a fair, impartial, and comprehensive evaluation of all responses in accordance with the criteria set forth in the Proposal Instructions, below. The Commission may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

Each evaluation category will have a maximum point potential, as follows:

Evaluation Criteria	Possible Points
Part 1 – Corporate Overview	150
Part 2 – Response to Project Requirements and Scope of Work	200
Part 3 – Oral Interviews (if required)	50
Part 4 – Cost	100
Total Points	500

**R. BEST AND FINAL OFFER**

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

The Commission reserves the right to conduct more than one BAFO. If requested by the Commission, the BAFO must be submitted on the BAFO Cost Sheet and in accordance with the Commission's instructions. Failure to submit a requested BAFO or failure to submit a BAFO in accordance with the Commission's instructions may result in rejection of the bidder's entire solicitation response. BAFOs may be scored and ranked by the Evaluation Committee.

**S. REFERENCE AND CREDIT CHECKS**

The Commission reserves the right to conduct and consider reference and credit checks. The Commission reserves the right to use third parties to conduct reference and credit checks. By submitting a solicitation response, the bidder grants to the Commission 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 solicitation response, withdraw an intent to award, or rescind the award of a contract.

**T. AWARD**

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

1. Amend the solicitation;
2. Extend the date and time of a solicitation;
3. Waive deviations or errors in the Commission's solicitation process and in bidder responses that are not material, do not compromise the solicitation process or a bidder's response, and do not improve a vendor's competitive position;
4. Accept or reject a portion of or all of a solicitation response;
5. Accept or reject all responses;
6. Withdraw the solicitation;
7. Elect to re-release the solicitation;
8. Award single lines or multiple lines to one or more Vendors; or,
9. Award one or more all-inclusive contracts.

The solicitation does not commit the Commission 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>

Only the Commission, after a vote by a majority of the Commissioners at a public meeting, can award a contract from this RFP.

**U. REJECTION OF SOLICITATION RESPONSES**

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

**V. PRICES & COST CLARIFICATION**

The Commission reserves the right to review all aspects of cost for reasonableness and realism. To determine, this Commission will use the definitions found in Neb. Rev. Stat. § 73-810 (1) (a) and (b). The Commission may request clarification of any solicitation where the cost component indicates a significant and unsupported deviation from industry standards or in areas where detailed pricing is required. The Commission may reject a bid if the price is not reasonable or realistic.

**W. BIDDER DEMONSTRATIONS**

The Commission may determine that oral interviews or presentations or demonstrations are required. Every bidder may not be given an opportunity to interview/present or give demonstrations; the Commission reserves the right, in its discretion, to select only the top scoring bidders to present or give oral interviews.

The presentation process will allow the bidders to demonstrate their solicitation response offering, explaining or clarifying any unusual or significant elements related to their solicitation responses. Bidders' key personnel, identified in their solicitation response, may be requested to participate in a structured interview to determine their understanding of the requirements of this solicitation response, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the Commission and the presenting bidder will be permitted to attend the oral interviews or presentations or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts) may be offered by the bidder, but the Commission reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their solicitation responses.

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

The scores from the oral interviews or presentations or demonstrations will be added to the scores from the Corporate Overview, Response to Project Requirements and Scope of Work, and Cost Proposal.

**X. EFFECT OF RFP**

In the event that a contract with the awarded bidder(s) is cancelled or in the event that the Commission needs additional Vendors to supply the solicited services, this RFP may be used to procure the solicited services for up to eighteen (18) months 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 response pursuant to this solicitation, 2) the bidder's solicitation response was evaluated, and 3) the bidder will honor the bidder's original solicitation response, including the proposed

cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

**Y. WAIVER OF COPYRIGHT AND ACKNOWLEDGMENT OF PUBLIC POSTING**

To facilitate public posting of any solicitation responses, 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, or solicitation response for any purpose, and to authorize others to use the documents. This reservation (and the waiver below) does not include proprietary information.

Any individual or entity awarded a contract, or who submits a solicitation response, specifically waives any copyright or other protection the contract, or solicitation response, may have; and acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver are a prerequisite for submitting a solicitation response, and award of a contract. Failure to agree to the reservation and waiver will result in the solicitation response being found non-responsive and rejected.

Any entity awarded a contract or submitting a solicitation response 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 solicitation response, awards, and other documents.

**Z. CONTRACT FINALIZATION PROCESS AND TERMS NEGOTIATION**

As provided in the **Proposal Instructions**, below, the bidder must submit a response to the Commission's proposed terms. After the Intent to Award is issued, the Commission will contact the winning bidder to finalize the contract. Finalization of contract will include any negotiation of terms for which the bidder noted exceptions when it submitted its solicitation response, as well as incorporation of any other changes based on errors or ambiguities identified in the written Q&A.

The final scope of work will harmonize any differences between the Scope of Work in the RFP and the bidder's proposal, although it may not expand upon the scope of the original RFP or provide the winning bidder with any chances to modify their proposal and achieve any kind of competitive advantage over other bidders. The harmonization process will only streamline the glossary, scope of work and deliverables to ensure the Commission has clearly defined contractual obligations and deliverables.

The Commission reserves the right to negotiate rejected or proposed alternative language provided by bidder in its response to the term sheet or provided in this stage of the bidding process. If the Commission and bidder fail to agree on the final Terms and Conditions, the Commission reserves the right to reject the solicitation response. The Commission also reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts or documents for this solicitation.

The contract resulting from this RFP will be made up of the following documents:

1. Contract Award (generated by Commission after award);
2. Glossary;
3. Final, harmonized Scope of Work (including any deliverables);
4. Cost Proposal;
5. Relevant attachments from the RFP or solicitation response, if not otherwise incorporated into Scope of Work; and
6. Negotiated Terms.

The rest of the RFP will not be included unless agreed by the parties to be necessary to ensure clear contractual provisions in the Scope of Work.

Pursuant to Neb. Rev. Stat. § 84-602.04, the final Contract must be posted to a public website. The resulting contract 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](https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php).

The resulting contract may not be an exclusive contract as the Commission reserves the right to contract for the same or similar services from other sources now or in the future.

**AA. PROTESTS**

Protests of the specifications contained in the RFP must be filed no later than ten (10) business days after the solicitation has been posted publicly. Protests of the Intent to Award 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 for the Commission, including where to submit protests, is available on the Internet at: [psc.nebraska.gov](http://psc.nebraska.gov). The guidance document is located on the Administration page.

**BB. DEBRIEFINGS**

A bidder may request a debriefing with the Commission after the protest period of an Intent to Award has lapsed. The request must be received by the POC no later than sixty (60) calendar days after the Intent to Award has been posted to the website. In response to the debriefing request, Commission may either (1) Refuse; or (2) Respond in writing, with an explanation as to why the bidder did not receive the award; or (3) The Commission may meet with the bidder, either in person or through videoconferencing. In any case, the Commission is not required to disclose any information not otherwise required to be disclosed by law, and by agreeing to a debriefing, the Commission does not waive any rights, privileges, or immunities.

## Proposal Instructions

Proposals must conform to all instructions, conditions, and requirements included in this RFP. Prospective bidders are expected to carefully examine all documents, schedules, and requirements in this solicitation, and respond to each requirement in the format prescribed. Solicitation responses may be found non-responsive if they do not conform to the solicitation. Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to requirements, completeness, and clarity of content.

Bidders must provide the following:

1. Corporate Overview;
2. Response to Scope of Work;
3. Cost Sheet;
4. Response to Terms;
5. Contractual Agreement Form; and
6. Any other specific requested items below.

Bidders should identify each item clearly in their solicitation response; failure to do so, or to present the response in such a fashion that makes evaluation difficult or overly time consuming, may result in disqualification. Failure to respond to a specific requirement may also be the basis for elimination from consideration during the Commission's comparative evaluation.

Where the below requirements stipulate a disclosure to be made, such as in Contract Performance, a failure to fully disclose, if determined by the Commission, may result in elimination from consideration. This is in the discretion of the Commission.

### A. SOLICITATION RESPONSE SUBMISSION

#### 1. CORPORATE OVERVIEW

The Corporate Overview section of the solicitation response 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 such a manner that solicitation evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

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

##### c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the solicitation response 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 Commission.

**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 10 (ten) years. If the organization, its predecessor, or any Party named in the bidder's solicitation 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 solicitation response is or was an employee of the State of Nebraska within the past 12 (twelve) 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 is employed by the bidder or is a subcontractor to the bidder, as of the due date for solicitation response 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 solicitation. 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 10 (ten) 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 10 (ten) 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 solicitation response accordingly. If no such termination for default has been experienced by the bidder in the past 10 (ten) years, so declare.

If at any time during the past 10 (ten) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

**h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

The bidder should provide a summary matrix listing the bidder's previous projects similar to this Solicitation in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the solicitation response.

The bidder should address the following:

**i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Solicitation. These descriptions should include:**

- a)** The time period of the project,
- b)** The scheduled and actual completion dates,
- c)** The bidder's responsibilities,
- d)** For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
- e)** Each project description should identify whether the work was performed as the prime vendor or as a subcontractor. If a bidder performed as the prime vendor, 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 Commission's project if their company is awarded the contract resulting from this solicitation. The names and titles of the team proposed for assignment to the Commission 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 Commission will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the solicitation in addition to assessing the experience of specific individuals.

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

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;
- v. whether the subcontractor is affiliated with the bidder or has common ownership.

Please note the definition of "subcontractor" in the glossary in providing a proper response to this.

**2. FACTORS USED TO EVALUATE CORPORATE OVERVIEW**

Corporate Overview will be evaluated as follows:

- i. experience with developing, advising, providing technical assistance, design, and/or contributions to 911 service systems
- ii. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Solicitation;
- iii. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- iv. whether the bidder can perform the contract within the specified time frame;
- v. the bidder's historical or current performance; and
- vi. 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 Commission may consider: past experiences with the vendor; references; the Department of Administrative Services' record of the vendor, which may include, but is not limited to Vendor Compliance Request, Contract Non-Compliance Notice, or vendor performance reports; and any information related to the vendor's historical or current character, integrity, reputation, capability, or performance with the Commission, State or a third-party. Information obtained from any Contract Compliance Request or any Contract Non-Compliance Notice may be used in evaluating responses to determine the best value for the State.

### 3. **RESPONSE TO PROJECT REQUIREMENTS AND SCOPE OF WORK**

Bidder should read the Project Requirements and Scope of Work Section of this RFP and provide a response to each section as part of its proposal. This response should describe how the bidder will complete the scope of work, fill in any additional steps or details necessary, and demonstrate why the bidder is the most qualified or capable.

**Additional Note:** The response should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, may be considered so that the bidder's understanding of the scope of work may be evaluated.

### 4. **COST PROPOSAL**

Costs must be submitted as provided in the Cost Proposal (Attachment A). The Cost Proposal must include a complete response on all requested pricing information. Bidders may not take exception to any specific terms provided in the Cost Proposal.

The points awarded to a bidder will be determined by the following formula:

$$\text{Points to Award} = \frac{\text{Lowest Bidder's Total Cost Submitted}}{\text{Bidder's Total Cost Submitted}} \times \text{Maximum Possible Points.}$$

### 5. **TERMS**

Bidder should read the Terms provided with this RFP and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Terms and Conditions Within Section as Written" in the table below (or include the same table in their solicitation response). If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table; if an exception is not explicitly taken, it is deemed to be accepted as stated. The bidder may provide responses in separate attachment if multiple exceptions are taken. Exceptions must include:

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

Accept All Terms within Section as Written (initial)	Exceptions Taken to Terms Within Section as Written (Initial)	<b>Exceptions:</b> (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)

The bidders should submit with their solicitation response any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The Commission will not consider incorporation of any document not submitted with the solicitation response as the document will not

have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated if agreed to by the Parties.

**6. CONTRACTUAL AGREEMENT FORM**

The Contractual Agreement Form must be signed manually in ink, or by DocuSign or other electronic signature system, and returned by the opening date and time along with the bidder's solicitation. By signing the Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing.

**B. FORMATTING AND PAGINATION**

Pages in the Bidder's response may be consecutively numbered for the entire solicitation response 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.

**C. PROPRIETARY INFORMATION**

For any proprietary information contained in the solicitation response, 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 SOLICITATION IS PROPRIETARY. COST SHEETS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.**

The Commission 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 Commission's decision. Absent a determination by the Commission that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the Commission will consider all information a public record subject to disclosure. If the Commission 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.

## Glossary

The following definitions apply throughout the RFP, Scope of Work, and Terms.

**Addendum:** A written correction or alteration to a document during the solicitation process (e.g., Questions and Answers, Revised Schedule of Events, Addendum to Contract Award)

**Agency:** All officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations

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

**ALI: Automatic Location Information**

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

**Amendment:** A written correction or alteration to a document

**ANI: Automatic Number Identification. The legacy 911 service that identifies the telephone number from which a 911 call originates**

**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 solicitations will be awarded according to the provisions in the solicitation

**BCF: Border Control Function:** Provides a secure entry into the ESInet for emergency calls presented to the network. The BCF incorporates firewall, admission control, and may include anchoring of session and media as well as other security mechanisms to prevent deliberate or malicious attacks on PSAPs or other entities connected to the ESInet.

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

**Bid:** See Solicitation Response

**Bid Opening:** The process of opening correctly submitted solicitation responses at the time and place specified in the written solicitation and in the presence of any bidder who wishes to attend

**Bidder:** A vendor who submits a Solicitation Response

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

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

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

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

**Call Back:** The capability of a PSAP to re-contact the party by whom a 911 call was placed.

**Call Handling Equipment:** PSAP communications equipment used by a Telecommunicator to answer and respond to 911 calls.

**Cancellation:** To call off or revoke a solicitation, purchase order, or contract without expectation of conducting or performing at a later time

**Change Order:** Document that provides 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

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

**Confidential Information:** See Proprietary Information

**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 management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions

**Contract Award:** Document that officially awards a contract to a bidder(s) as the result of a competitive solicitation or a vendor(s) in a contract that qualifies for an exception or exemption from the competitive bidding requirements of the State Procurement Act.

**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 vendor

**Contract Period:** The duration of the contract

**Contractor:** See Vendor

**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

**COOP:** Continuity of Operations Plan. A written plan of action providing a PSAP the ability to continue operations during and after a service impacting event through a specific set of procedures designed to reduce the damaging consequences of unexpected events resulting in the loss of 911 capabilities.

**Cost Sheet:** Commodities or Services specifically listed within the solicitation for evaluation

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

**Core Services:** NG9-1-1 functional elements that allow for geospatial call location and routing, including the Location Validation Function, (LVF), Emergency Call Routing Function (ECRF), Policy Routing Function (PRF), Emergency Services Routing Proxy (ESRP), and Border Control Function (BCF).

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

**Customer Service:** The process of ensuring customer satisfaction by providing assistance and advice on those commodities or services provided by a vendor

**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 solicitation or contract

**DR:** Disaster Recovery. A Disaster Recovery plan includes procedures to prevent, respond to, and recover from cyber-related incidents that can impact public safety communications, including 911 systems.

**ECRF:** Emergency Call Routing Function. A functional element in an ESInet which is a LoST protocol server where location information (either civic address or geo-coordinates) and a Service URN serve as input to a mapping function that returns a URI used to route an emergency call toward the appropriate PSAP for the caller's location or towards a responder agency.

**Enhanced 9-1-1:** A telephone system which includes network switching, database and PSAP premise elements providing ALI data, Selective Routing, Selective Transfer, Fixed Transfer, and Call Back capability. The term also includes any service designated as Enhanced 9-1-1 by the Federal Communications Commission in its Report and Order in WC Docket Nos. 04-36 and 05-196, or any successor proceeding.

**ESInet:** Emergency Services IP Network. An ESInet is a managed IP network that is used for emergency services communications, and which can be shared by all public safety agencies. It provides the IP transport infrastructure upon which independent application platforms and core functional processes can be deployed, including, but not restricted to, those necessary for providing NG9-1-1 services.

**ESRP:** Emergency Services Routing Proxy. An i3 functional element that selects the next hop routing within the ESInet based on location and policy. There is an ESRP on the edge of the ESInet. There is usually an ESRP at the entrance to an NG9-1-1 PSAP. There may be one or more intermediate ESRPs between them.

**Evaluation:** The process of examining a solicitation response after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the solicitation response that relate to determination of the successful award

**Evaluation Committee:** Individual(s) identified by the agency that leads the solicitation to evaluate solicitation responses

**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"

**GIS:** Geographic Information Systems. A system for capturing, storing, displaying, analyzing and managing data and associated attributes which are spatially referenced.

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

**Goods:** See Commodities

**i3:** NENA i3 Standards. The NENA Detailed Functional and Interface Standards for the NENA i3 Solution (NENA-STA-010.2-2016).

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

**IP:** Internet Protocol. The method by which data is sent from one computer to another on the Internet or other networks.

**Late Solicitation Response:** A solicitation response received after the Opening Date and Time

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

**LNG:** Legacy Network Gateway. A signaling and media interconnection point between callers in legacy wireline/wireless originating networks and the i3 architecture, so that i3 capable PSAPs are able to receive emergency calls from such legacy networks.

**LoST:** Location-to-Service Translation Protocol. A protocol that takes location information and a Service URN and returns a URI. Used generally for location-based call routing. In NG9-1-1, used as the protocol for the ECRF and LVF.

**LSRG:** Legacy Selective Router Gateway. The LSRG provides an interface between a 9-1-1 Selective Router and an ESInet, enabling calls to be routed and/or transferred between Legacy and NG networks. A tool for the transition process from legacy 9-1-1 to NG9-1-1.

**LVF:** Location Validation Function. A functional element in NG9-1-1 Core Services that is a LoST protocol server where civic location information is validated against the authoritative GIS database information. A civic address is considered valid if it can be located within the database uniquely, is suitable to provide an accurate route for an emergency call, and adequate and specific enough to direct responders to the right location

**Mandatory:** Required, compulsory, or obligatory

**May:** Discretionary, permitted; used to express possibility

**MIS:** Management Information Systems. A program that collects, stores and collates data into reports enabling interpretation and evaluation of performance, trends, traffic capacities and the like.

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

**NG911:** Next generation 911. An Internet Protocol based system comprised of managed ESInets, functional elements (applications), and databases that replicate traditional enhanced 911 features and functions and provides additional capabilities. NG9-1-1 is designed to provide access to emergency services from all connected communications sources and provide multimedia data capabilities for PSAPs and other emergency service organizations.

**Non-core:** See Catalog

**Non-Responsive Solicitation Response:** Any solicitation response that does not comply with the requirements of the solicitation or cannot be evaluated against the other solicitation responses

**Nonnegotiable:** These clauses are controlled by state law and are not subject to negotiation

**Opening Date and Time:** Specified date and time for the opening of received, labeled, and sealed formal solicitation responses

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

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

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

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

**Personal Property:** See Commodities

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

**PRF:** Policy Routing Function. A functional component of an ESRP that determines how to route calls to the appropriate PSAP by querying the ECRF with the location of the caller.

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

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

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

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

**Proposal:** See Solicitation Response

**Proprietary Information:** Trade secrets, academic and scientific research work that is in progress and unpublished or other information that if released would give advantage to business competitors and service no public purpose. See Neb. Rev. Stat. §

84-712.05(3). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

**Protest/Grievance:**

A complaint about a governmental action or decision related to the solicitation or resultant contract under SPB's Protest Policy.

**PSAP:** Public Safety Answering Point. An entity responsible for receiving 911 calls and processing those calls according to a specific operational policy.

**PSTN:** Public Switched Telephone Network. The network of equipment, lines, and controls assembled to establish communication paths between calling and called parties in North America.

**Quote:** See Solicitation Response

**Release Date:** The date of public release of the solicitation

**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):** See Solicitation

**Responsible Bidder:** A vendor 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 solicitation response which conforms to all requirements of the solicitation

**Scope of Work:** A list of duties and deliverables defined in the Contract for Contractor to complete.

**Selective Router:** A telephone company facility that provides for the delivery of 911 voice calls with ANI to the appropriate PSAP.

**Selective Transfer:** The capability of a PSAP to transfer a 9-1-1 call to the appropriate police, fire, or emergency medical response agency by operation of one of several buttons.

**Selective Routing:** The process by which calls in the Enhanced 9-1-1 environment are routed to the appropriate PSAP, based on the caller's location information.

**Service URN:** Service Uniform Resource Name. A Uniform Resource Name with "service" as the first component supplied as an input in a LoST request to an ECRF to indicate which service boundaries to consider when determining a response. A service URN is also used to mark a call as an emergency call. Shall: An order/command; mandatory

**Should:** Expected; suggested, but not necessarily mandatory

**Solicitation:** A formal invitation to receive quotes in the form of a Request for Proposal or Invitation to Bid

**Solicitation Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the solicitation response

**Solicitation Conference:** A meeting scheduled for the purpose of clarifying a written solicitation and related expectations

**Solicitation Response:** An offer, quote, bid, or proposal submitted by a vendor in response to a Solicitation

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

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

**Termination:**

Occurs when either Party, under a power created by agreement or law, puts an end to the contract prior to the stated expiration date; all obligations that 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 subcontractors 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 vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office

**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. or licensed to do so, who seeks to provide and contract for goods or services under the terms of a Solicitation and/or Contract.

**Will:** See Shall

**Work Day:** See Business Day



## CONTRACTUAL AGREEMENT FORM

### BIDDER MUST COMPLETE THE FOLLOWING

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing. In addition, by signing the Contractual Agreement Form, the bidder 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 Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

\_\_\_\_ NEBRASKA VENDOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Vendor. "Nebraska Vendor" 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. All

\_\_\_\_ 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.

### FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

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

OPTIONAL

\_\_\_\_ 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.

Intent to Attend  
Solicitation Conference  
Solicitation Number 202591101

<b>Bidder Name:</b>	
<b>Bidder Address:</b>	
<b>Contact Person:</b>	
<b>E-mail Address:</b>	
<b>Telephone Number:</b>	
<b>Fax Number:</b>	
<b>Number of Attendees:</b>	

The “Intent to Attend Solicitation Conference” form should be uploaded using the ShareFile link provided in the Schedule of Events, Section I.C.

## **Cost Proposal**

RFP – 202591101

Attachment – A

*For instructions on how to fill out, please see the **Proposal Instructions** in the RFP.*

### **A. COSTS**

Provide consulting services to culminate into a solicitation to locate a vendor to provide services for Nebraska's 911 Service System and to provide general consulting services throughout the life of the contract.

### **B. PRICING**

Fixed Price Contract: All prices, costs, and terms and conditions submitted in the solicitation response shall remain fixed and valid commencing on the opening date of the solicitation until the contract terminates or expires.

When an arithmetic error has been made in the extended total, the unit price will govern.

### **C. ADDITION PRICING TERMS**

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

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