

NEBRASKA

PUBLIC SERVICE COMMISSION



REQUEST FOR PROPOSALS

FOR NEBRASKA

STATEWIDE NG911

DATA ANALYTICS AND REPORTING SYSTEM

Public Service Commission

300 The Atrium, 1200 N Street

Lincoln, Nebraska 68509

COMMISSIONERS:

ERIC KAMLER

CHRISTIAN MIRCH

TIM SCHRAM

KEVIN STOCKER

DAN WATERMEIER

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 for NG9-1-1 Data analytics and reporting system.

Length of Contract

The term of the contract will be (5) five years commencing upon the date of the last signature. The contract includes the option to renew for (2) two additional (1) 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 August 8, 2025 at 5:00pm

- 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.
- This Request for Proposal process may include an optional Solicitation Conference. Please see the Schedule of Events for the specific date and time.
- All information provided by the Commission about this solicitation will be posted publicly to the DAS website: <https://das.nebraska.gov/materiel/bidopps.html>.

Bidders **must** meet the minimum qualifications provided in Minimum Essential Qualifications section contained in the **Proposal Instructions**.

- 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 therefore 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

Purpose

This Request for Proposal (RFP) solicits proposals from qualified vendors for the provision of a Next Generation 9-1-1 (NG9-1-1) reporting system. The reporting system will provide comprehensive insights into NG9-1-1 operations, 9-1-1 call delivery platform, perform logging of all calls to the 9-1-1 system including Text. The system is a crucial component for the PSAPs and the State to assess optimal performance, interoperability, security, compliance, and adherence to specific reporting needs.

Detailed technical requirements, NENA specifications, and State of Nebraska guidelines outlined below are designed to provide a clear and thorough understanding of our expectations.

Background

The State of Nebraska Public Service Commission is committed to advancing emergency response capabilities through the full adoption of NG9-1-1 technology. A feature based standardized reporting system is critical for real-time monitoring, proactive management, ongoing improvement of our NG9-1-1 infrastructure, and seamless data accessibility across the enterprise.

B. SCOPE OF WORK

- Acquire an NG9-1-1 reporting system that fully complies with all applicable NENA standards.
- Establish enterprise-wide reporting and data collection capabilities agnostic to provider, system, or technology.
- Ensure seamless interoperability with existing and future 9-1-1 systems and related emergency response platforms through standards-based interfaces.
- Improve service quality and operational efficiency by leveraging data-driven insights and advanced analytics.
- Implement robust, multi-layered security measures to protect sensitive data and prevent unauthorized access.
- Facilitate ongoing compliance with evolving regulatory requirements and industry best practices through flexible and adaptable reporting capabilities.

C. WORK PLAN AND PROJECT PLANNING

The selected vendor must submit a comprehensive work plan that outlines all major phases of the project, including initiation, requirements gathering, system design, implementation, transition planning, testing, training, and post-deployment support. The plan should clearly identify key milestones, deliverables, and responsible parties, along with estimated timelines for each phase. Project planning must also demonstrate a structured approach to risk management, stakeholder engagement, and quality assurance. A detailed Gantt chart or equivalent project timeline is strongly encouraged to illustrate sequencing and resource allocation throughout the duration of the Contract term.

D. DELIVERABLES

The proposed NG9-1-1 reporting system must deliver capabilities across the following areas. Each area includes detailed technical specifications, specific references to relevant NENA standards, and PSC-specific mandates.

Architectural Compliance:

- Adherence to NENA's architectural standards for NG9-1-1.
- Full support for the NENA i3 architecture, including the Emergency Services IP Network (ESInet) and IP-based call routing.

Data Integrity:

- Accurate and complete data transmission and reception.
- Validation of data against predefined schemas and data dictionaries as specified in the NENA data standards.
- Comprehensive logging of all data transactions, including timestamps, user IDs, and data changes, for auditing and troubleshooting.
- Support for configurable data validation rules to ensure completeness and accuracy, with customizable error handling procedures.

Security Measures:

- Implementation of robust security measures, including firewalls, intrusion detection systems, and data encryption.
- End-to-end encryption of all data in transit using TLS 1.3 or higher.
- Encryption of all data at rest using AES-256 or higher encryption standards.
- Multi-factor authentication (MFA) for all user access.
- Regular security audits and penetration testing conducted by certified third-party firms, with remediation of identified vulnerabilities.
- Compliance with industry security standards such as NIST 800-53 and ISO 27001, including implementation of relevant security controls.
- Intrusion Detection and Prevention Systems (IDPS) with real-time monitoring and automated response capabilities, adhering to industry best practices.

Interconnection Reporting:

- Demonstration of interoperability with other 911 systems and related platforms.
- Real-time monitoring of interconnection status, including uptime, latency, and error rates, with automated alerts for critical issues.
- Detailed reporting on call routing and handover success rates, providing insights into interconnection performance.
- Comprehensive logging of all interconnection events, including call setup, teardown, and error messages, for troubleshooting and analysis.

Operational Performance:

- Monitoring of call volume, call handling times, and response times.
- Real-time monitoring of call metrics, including call setup time, call duration, call termination reason, and call quality metrics (e.g., MOS score).
- Historical reporting and trend analysis capabilities, allowing users to identify patterns and track performance over time.
- Customizable dashboards for visualizing operational performance, with drill-down capabilities to investigate specific issues.
- Automated reporting on key performance indicators (KPIs).

Data Reporting:

- Comprehensive reporting on emergency calls, including caller location, emergency type, and response times.
- Support for standard data formats such as XML and JSON for data exchange and integration.
- Generation of ad-hoc reports and custom queries allowing users to retrieve specific data sets.
- Data export capabilities in various formats, including CSV, Excel, PDF, and JSON, for easy sharing and analysis.

Real-time Data and Analytics:

- Provision of real-time data and analytics on emergency calls.
- Integration with data visualization tools for interactive dashboards and data exploration.
- Predictive analytics capabilities for forecasting call volume, resource allocation, and potential emergency situations, leveraging machine learning algorithms.

Network Performance:

- Monitoring of network latency, packet loss, and jitter.
- Real-time monitoring of network performance metrics, including latency, packet loss, jitter, and bandwidth utilization, with customizable thresholds and alerts.
- Automated alerting on network performance degradation, enabling proactive troubleshooting and issue resolution.
- Historical reporting and trend analysis of network performance allowing users to identify patterns and optimize network configuration.
- Expected uptime equal to 99.9% or greater annually.

Service Quality:

- Measurement of call completion rates and call handling times.
- Automated analysis of call logs providing insights into potential issues.
- Reporting on service quality metrics such as call delivery type, call success rate, and network performance, with drill-down capabilities to investigate specific issues.
- Management of statewide reporting system.

Deliverable Flexibility:

- Deliverables may be pre-defined or proposed by vendors but must align with the RFP's cost and structure.
- Deliverables are subject to the Deliverable Approval Process, contained in the terms and conditions.

E. TECHNICAL REQUIREMENTS**1.0 Overview**

A Reporting system will be provided by the Provider to measure performance of the entire NG9-1-1 system and report the results. The proposed NG9-1-1 reporting system must deliver capabilities across the following areas. Each area includes detailed technical specifications, specific references to relevant NENA standards, and PSC-specific mandates.

For each section and requirement listed below, the proposer/respondent must:

- Indicate **“Comply”** or **“Exception.”**
- Provide a detailed **narrative or description** of how the requirement will be fulfilled, even if the response is a **“Comply.”**
- If an **exception** is taken, provide a clear and detailed **alternative solution** for consideration.

Failure to respond clearly and thoroughly to each section may result in disqualification from consideration.

1.1 Architectural Compliance:

The system must fully comply with NENA i3 architecture, including integration with Emergency Services IP Networks (ESInet) and IP-based call routing. Vendors must validate adherence to NENA-STA-010.3 standards for logging, data collection, and discrepancy reporting.

- Adherence to NENA's architectural standards for NG9-1-1.
- Full support for the NENA i3 architecture, including the Emergency Services IP Network (ESInet) and IP-based call routing.

1.2 Data Integrity & Security:

The proposed system must include robust, automated data validation mechanisms that enforce adherence to NENA defined schemas and data dictionaries. All incoming and outgoing data must be subject to automated integrity checks, with configurable validation rules to support agency-specific business logic and error-handling procedures. The system must log all transactions, including timestamps, user IDs, and data changes, to provide a complete audit trail for compliance, traceability, and troubleshooting. Vendors must demonstrate how their solution ensures the accuracy, consistency, and completeness of all data processed throughout the NG9-1-1 ecosystem.

To protect the confidentiality, integrity, and availability of data, the system must incorporate enterprise-grade security controls. All data in transit must be encrypted using TLS 1.3 or higher, and all data at rest must be encrypted using AES-256 or stronger encryption standards. Multi-factor authentication (MFA) must be enforced for all user access, with

integration into existing identity management systems where applicable. Vendors must conduct and submit evidence of certified third-party security audits on at least a biannual basis. The system must comply with all relevant NIST 800-53 and ISO 27001 security and privacy controls and include real-time intrusion detection and prevention systems (IDPS) to monitor and respond to emerging threats. Security must be embedded across the system lifecycle, with administrative, physical, and technical safeguards in place to meet the demands of a critical public safety infrastructure.

1.3 Interconnection & Performance:

The system must demonstrate interoperability with legacy and NG9-1-1 systems, providing real-time monitoring of uptime, latency, error rates, and call routing success. Operational performance metrics (call volume, handling times, response times) must be tracked via customizable dashboards with drill-down capabilities. Network performance (latency, packet loss, jitter) must be monitored with automated alerts for degradation.

- **Reliability:** The system must be highly reliable and available, with redundant components and automatic failover capabilities. Provide details on the system's high availability architecture and disaster recovery plan.
- **Performance:** The system must provide real-time data processing and reporting with minimal latency. Provide performance benchmarks and testing results.

1.4 Reporting & Analytics:

Vendors must provide a comprehensive reporting and analytics suite that enables the generation of both standard and custom reports. The system must support multiple output formats, including tabular reports, interactive charts (line, bar, pie), and geospatial visualizations such as heatmaps and choropleth maps. Interactive dashboards must be included, offering customizable layouts and widgets to support data exploration and situational awareness. Advanced analytics functionality—such as regression analysis, time series modeling, and predictive analytics using machine learning—is required to support trend forecasting and operational planning. The system must allow search and retrieval of historical call data (e.g., by phone number), support staffing justifications, and provide mapping tools to track call clusters during events such as severe weather incidents.

- **Data Formats:** Support XML, JSON, CSV, Excel, PDF, and NENA-STA-010.3 Discrepancy Report formats.
- **Real-Time Analytics:** Integrate predictive analytics and machine learning for forecasting call volumes and resource allocation.
- **Dashboards:** Provide role-based web dashboards with SSO (SAML/OAuth), real-time system health views, and tools for incident tracking (heatmaps, peak demand analysis).

1.5 Data Collection & Integration

The system must automate data collection from NG9-1-1 components, including PSAP Call Processing Equipment (CPE), and support transformation/enrichment for analysis. Integration with CAD systems and third-party APIs is required, alongside buffering for legacy Call Detail Records (CDRs) to prevent data loss.

The proposed system must support the automated collection of data from all core NG9-1-1 components, ensuring continuous ingestion of real-time call and operational information. The solution must provide capabilities for logging detailed call metadata as calls occur, with precision time-stamping. Data transformation and enrichment tools must be included to enable users to clean, normalize, and augment raw data, thereby improving the quality and usability of information for downstream analysis. Vendors should demonstrate how their solution ensures data completeness, supports both structured and unstructured inputs, and facilitates seamless integration with analytics and reporting workflows.

1.6 Alerting & Access Control

The solution must deliver robust, real-time alerting functionality to detect critical events and performance degradation.

Users must be able to define custom alert rules based on thresholds, conditional logic, and system behavior, with support for multiple notification channels including email, SMS, webhooks, and integration with incident management platforms. The system must include escalation workflows to ensure timely responses to high-priority alerts. Additionally, it should provide automated alerts for service outages and data anomalies, and daily operational summaries related to staffing and performance accountability. Vendors must describe how their platform supports continuous monitoring and provides actionable insights through configurable alert systems.

The proposed system must implement strong security and access control features to safeguard sensitive public safety data. Access permissions must be granular, allowing fine-tuned control over data visibility and functionality based on user roles. The system must log all user activities to support auditability and compliance monitoring. Additionally, high system availability is essential; vendors must outline SLAs for uptime and support response, with clear accountability mechanisms. Simplified account management and scalable permission models must be supported to accommodate organizational growth and evolving user roles.

- **Alerts:** Configure real-time notifications via email, SMS, or webhooks for outages, data anomalies, and performance thresholds. Escalation protocols must ensure timely resolution.
- **Access:** The system must be able to allow PSAPs to access their own data. PSAPs shall not be able to access another PSAPs data unless approved by the PSC. The PSC shall have access to all of the PSAPs data. Provide detailed information on the system's access specifications. Enforce granular role-based access controls (RBAC) aligned with PSC hierarchy (statewide, PSAP-level, administrator roles). Retain local data ownership while granting PSC full access.
- **Security:** The vendor must have a strong security track record and comply with industry best practices for data protection. Provide details on the vendor's security policies and certifications.

1.7 Integration and Interoperability

The system must be designed for seamless interoperability with existing 9-1-1 infrastructure, including databases, CPE, and CAD systems. It must support standard communication protocols and data formats, and provide well-documented APIs for integration with third-party platforms and applications. Compatibility with the current technology environment is critical to minimize disruptions during deployment. The vendor must offer training to ensure end users can fully utilize reporting tools and system capabilities. The system must support web-based access to avoid local software installations and offer intuitive tools for exporting raw data (e.g., Excel or web interfaces) to support local analysis. Dashboards must be tailored for PSAP-level use, including heatmaps, peak demand analysis, and administrative briefing tools. Future system enhancements, such as multimedia reporting and integration, should be supported. Local data ownership must be retained while enabling flexible access at the state or PSC level.

Role-based access controls (RBAC) to reporting must allow the Public Safety Communications (PSC) agency to access reports at the statewide level, while providing granular access options for PSAP-specific users. This includes differentiated access for administrators, supervisors, and users with restricted visibility based on their roles. Dashboards must be web-based, role-aware, and customizable to reflect user-specific views, incorporating “drill-down” capabilities to explore summary data at a more granular level.

- **Scalability:** The system must be able to handle adding PSAPs and users without creating customization and increasing call volumes and data loads without performance degradation. Provide detailed information on the system's scalability architecture and testing results.
- **Maintainability:** The system must be easy to maintain and update, with automated monitoring and alerting capabilities. Provide details on the system's maintenance and support procedures.

2.0 System Reporting & Data Collection Requirements

The proposed solution must provide robust, enterprise-wide reporting and data collection capabilities across all aspects of the NG911 system. It must integrate seamlessly with the full range of NG9-1-1 infrastructure components—including

Emergency Services IP Networks (ESInets), call routing systems, databases, and ancillary services—ensuring comprehensive data coverage. The system must be capable of collecting data from disparate sources using standard protocols and formats, with a platform-agnostic architecture that supports interoperability across providers, systems, and technologies. Use of open standards and APIs is required to ensure compatibility with any vendor’s equipment and to facilitate adaptability to emerging technologies and data formats.

A hierarchical data model is required, enabling aggregation and analysis at the state level while preserving detailed visibility for individual PSAPs. The NG9-1-1 logging and reporting system must be fully compliant with NENA-STA-010.3 i3 logging standards, ensuring all functional elements generate appropriate LogEvents and transmit them to the centralized Logging Service. Additionally, the system must support query and retrieval mechanisms as outlined in NENA-STA-010.3 to facilitate efficient access to logging data.

The reporting system must allow for the automated scheduling of reports and ad hoc report generation, with delivery options via email in a format (PDF, CSV, Excel) specified by the recipient. This functionality must include the ability to deliver reports to multiple recipients and to configure delivery timing and content. Legacy reporting needs must also be addressed: the system must preserve existing report formats for legacy Originating Service Providers (OSPs) and legacy PSAPs, while also generating reports in accordance with the NENA-STA-010.3 Discrepancy Report mechanisms for NG911-compliant PSAPs and i3 OSPs. The system should intelligently select the appropriate report format based on the recipient’s system type to ensure consistent and actionable reporting across all stakeholders.

2.1 Enterprise-Wide Reporting, Logging, and Data Collection Requirements

The proposed NG9-1-1 system must include a comprehensive, enterprise-wide reporting and data collection capability that captures operational, configuration, and maintenance data from all components of the NG9-1-1 infrastructure. This capability must be agnostic to provider, system, or technology, enabling seamless integration and reporting across both legacy and next-generation components. The system must support collection and analysis of data at both the statewide (enterprise-wide) level and the local PSAP level, with logging and reporting functionality that documents the end-to-end processing of 9-1-1 calls throughout the State of Nebraska.

A NENA-compliant Logging Service must be implemented in full accordance with the NENA-STA-010.3 standard. This service must support the generation and ingestion of all defined LogEvents—including those related to media—and must be compatible with all Functional Elements deployed under the contract. All system components must be capable of generating and transmitting LogEvents to the centralized Logging Service. The service must be scalable and configurable to provide logging capabilities to any PSAP electing to use it, provided the PSAP supports i3 logging service interfaces.

The Logging Service must support robust mechanisms for query, retrieval, and replication of log events, as described in NENA-STA-010.3. It must also support the subscription and notification functionality for both ElementState and ServiceState events, enabling the Public Service Commission (PSC) to subscribe to system state changes and receive standard notifications in real time.

The logging and data collection capabilities must further comply with the i3 Functional Element data requirements outlined in NENA-STA-010.2 and NENA-STA-010.3. The system must capture and report on the following categories of data:

- **Functional Element Transactions:** Including ESInet-to-PSAP call delivery transactions, SIP conference metrics, PSAP routing duration, and concurrent call volumes.
- **Border Control Function (BCF) and Emergency Services Routing Proxy (ESRP):** Including session reporting, queue state data, and related session performance metrics.
- **Emergency Call Routing Function (ECRF) and Location Validation Function (LVF):** Including session and location validation reporting metrics.
- **Legacy Network Gateway (LNG):** Including session-level data collection and reporting.

All data collected must be structured, time-stamped, and stored in a secure, queryable format. The proposed system

must provide scalable support for long-term retention, rapid retrieval, and the ability to generate detailed reports supporting both operational monitoring and regulatory compliance. Vendors must demonstrate their ability to implement these capabilities in alignment with NENA specifications and the operational needs of both statewide and PSAP-level stakeholders.

2.2 System Specific Requirements

The NG9-1-1 system must include administrative access for PSC staff or designated personnel to enable real-time monitoring of system activity. The reporting and data collection solution must provide both scheduled and on-demand report generation capabilities. Reports must be deliverable via email to one or more designated recipients and in a format selected by the recipient (e.g., PDF, Excel).

The system must support the following access configurations:

- Granting authorized users access to statewide reporting data.
- Restricting access for authorized users to data from specific PSAPs only.
- Enabling PSAP administrators and supervisors with different access levels to reporting tools and information.
- Implementing role-based access controls to limit data visibility and functionality to designated users only.
- Enabling PSC staff to save and export data or reports to physical media including CD, DVD, or USB drives.

2.3 System shall Identify or Differentiate Test Calls from Normal System Usage

The proposed system must have a built-in capability to distinguish test calls from standard operational calls. This differentiation should be automated, enabling system administrators to identify test calls, transfer test calls, and other testing of the system from actual call traffic. The test call differentiation should include the ability to separate transferred calls to avoid double counting of calls when they are transferred. This feature is critical for maintaining data integrity in reporting and performance monitoring, as test calls and transfers must be excluded from KPIs such as average handling time, abandonment rate, or data to establish staffing requirements. The system should provide a filter or flag within its reporting tools to isolate or exclude test call data from operational analytics.

2.4 System shall have the ability to obtain and Maintain 24-Month Historical Data from Current System Upon Go-Live

Upon go-live, the new system must support the import, storage, and access of at least 24 months of historical data from the incumbent system. This includes but is not limited to call detail records (CDRs), agent activity logs, call recordings, and reporting metrics. The transition plan should outline how this data will be migrated, normalized, and made available within the new platform's analytics or reporting modules. Maintaining historical data continuity is essential for year-over-year performance comparisons, regulatory compliance, and long-term trend analysis.

3.0 Data Capture Requirements

The reporting and data collection system must interface with the hosted Call Handling Equipment (CHE) solution and meet the following data capture requirements:

- Electronically capture and buffer legacy Call Detail Records (CDRs) per PSAP.
- Securely capture call, text, and operational data using a reliable and fault-tolerant capture method.
- Support secure batching of CDR payloads through an integrated buffering device that timestamps, encrypts, and transmits CDR data.
- Provide reporting at both the individual PSAP and statewide levels.
- Enable seamless reporting of 9-1-1 call statistics to both PSAPs and the PSC.

- Export reports in multiple formats including PDF, HTML, CSV, TXT, and Excel.
- Facilitate performance analysis of the NG9-1-1 system and services.
- Offer a color-coded map visualization of statewide PSAP system health, accessible to authorized stakeholders.

4.0 Ad-Hoc Reporting System

The reporting platform must support a robust ad-hoc reporting capability. The interface must be intuitive and include:

- Drop-down lists, checkboxes, print preview, and page selection tools.
- Help functions that explain the content and significance of data fields.
- Filter or query tools enabling the PSC to manage PSAP reports comprehensively.

Users must be able to create, save, and share ad-hoc reports with other authorized users in the system.

5.0 System Dashboard

The system must include a web-based dashboard tailored by user role. The dashboard must display summarized data with drill-down capabilities for detailed views. This provides an at-a-glance overview of operational metrics and trends across the system.

6.0 Operational Reporting

At a minimum, the following data elements will be readily available for reporting purposes at the system level and at the PSC/PSAP level:

- Call Type
- Payload Processing Times
- Answer Time (Agent Answer time, PSAP Answer Time, Caller Answer Time)
- Disconnect Time
- Incoming IP Address
- Pre-Defined Reports – restricted to PSAP(s) based on user role.
- Total Count of Payloads by Type
- Average Event Waiting Report
- Average Event Duration
- Total Abandoned Events
- Events by Incoming IP Address
- Events by Hour of Day
- Events Answered by User ID
- Events by Day of the Week
- Events Transferred from PSAP
- Event Transferred to PSAP
- Position Answered

- Events Answered by Position
- Events Answered by All Positions
- Agent Availability Report
- Call Volumes
- Individual Call Detail Information
- Collection of Calls
- Summary of Call Loads
- Caller Ring time
- Events by Month
- All legs of call
- Overflows
- Transfer origin
- Transfer destination
- County field
- Rapid SOS populated fields (Lat/Lon)
- Uninitialized events

7.0 Maintenance and Configuration Reports

The system must provide maintenance and configuration reports following any incident requiring corrective or preventative action. Each report must include:

- Event description
- Root cause analysis (if applicable)
- Resolution details and steps taken

These reports must be delivered to the PSC in a timely and secure manner.

8.0 Required Reports

The Provider is required to provide all reports identified in in this section. Required Operational and Management Reports following acceptance of the first End Point at the frequency identified in that section. The reports will include identification of out of tolerance performance indicators in an agreed upon, easy to recognize manner (Green, Yellow, Red).

8.1 Frequency

The PSC requires the Provider to deliver periodic reports on key operational statistics and parameters for the ESInet, the NG9-1-1 services, and maintenance and security related activities.

Unless otherwise specified or agreed to, monthly or longer reporting periods end on the last day of the month. Monthly or longer reports are due by the 15th day of the month following the reporting period. Weekly reports will be provided by Tuesday of each week. The PSC prefers a system whereby reporting requirements may be satisfied by providing the PSC access to a portal where canned and ad hoc queries can be made by PSC staff.

Frequency Requirements:

- **Monthly or longer reports:** Due by the 15th of the following month.
- **Weekly reports:** Due by each Tuesday.
- Reports may be delivered via secure portal access to allow for both canned and ad-hoc queries by PSC staff.

8.2 Purpose

- Usage analysis of ESInet and NG9-1-1 services for strategic and administrative planning.
- Early detection of system issues such as bandwidth bottlenecks, data errors, and location resolution failures.
- Ongoing compliance verification with SLA-defined performance levels.

8.3 General Operational Reports:

- Summary of operational status, major events, and notable trends.
- Listing and root cause analysis of all Critical and Major incidents.
- Logging of Minor incidents with available RCA upon PSC request.
- Trouble ticket metrics: open count, average response and resolution times, ticket aging, and open ticket carryover.
- Immediate reporting of significant security threats.
- Summary of observed security issues, login statistics, and denied traffic attempts.
- Configuration change logs and outcomes.

8.4 NG9-1-1 Service Performance Reports:

- Call delivery uptime metrics.
- Uptime/downtime logs by service component.
- Total emergency call volume with source breakdown (wireline, VoIP, wireless).
- Call success/failure and routing accuracy statistics.
- Call abandonment metrics and wait times.
- Voice quality complaints and resolution summaries.
- Location-related database errors from ECRF/LVF.
- Complete call defect breakdown and call processing success rates.

8.5 ESInet Performance Reports:

- Bandwidth utilization and thresholds exceeded.
- Hourly latency, jitter, and packet loss data.
- Top 5 worst-case hours per parameter.
- SLA deviations, listed by date, time, and network element.

8.6 Core Network Performance Reports:

- Availability and bandwidth utilization by POI.
- Unscheduled downtime with root cause and duration.
- Periods exceeding SLA thresholds.

8.7 Access Network Performance Reports:

- Availability and unscheduled downtime by end site.
- Bandwidth and errored packet statistics.
- Hourly analysis per site.

8.8 End Site Performance Reports:

- Site availability (≥50% of operator stations).
- Site-specific unscheduled downtime and incident logs.
- Call success rates and open issue tracking.

8.9 Other Reports:

- Weekly routing failure reports if not otherwise provided.
- Weekly ECRF summary statistics, including failed geolocation processes.
- Daily ALI and MSAG updates are archived and submitted to the PSC.
- Weekly full MSAG dataset delivery.
- Support for annual carrier audit of NG9-1-1 records.

F. BUSINESS REQUIREMENTS

- 3+ years in business with history in similar/related business/services
- Deployment of statewide reporting system in at least 2 states
- Minimum 3 references relating to business operations regarding reporting systems and services

G. LEGAL REQUIREMENTS

Terms and Conditions applicable to this RFP are attached and included as Attachment A.

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 202591102
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	July 17, 2025
2.	Last day to submit "Intent to Attend Solicitation Conference" ShareFile link for uploading Notification of Intent to Attend Solicitation Conference: Intent to Attend Solicitation Conference	July 22, 2025
3.	Optional Solicitation Conference –Location: Webex Link to be provided to those who submitted "intent to Attend Solicitation Conference"	July 28, 2025, 2:00 pm

Schedule of Events		
ACTIVITY		DATE/TIME
4.	<p>Last day to submit written questions.</p> <p>ShareFile link for uploading questions: Submit Written Questions</p>	July 29, 2025
5.	State responds to written questions through solicitation "Addendum" to be posted to the Internet at: http://das.nebraska.gov/materiel/bidopps.html	August 4, 2025
6.	Electronic Solicitations Due	August 8, 2025 at 5:00 pm
7.	<p>Electronic Solicitation Opening – Public Service Commission Hearing Room</p> <p>IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES BY OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES.</p> <p>ShareFile Electronic Solicitation Submission Link: Electronic Solicitation Submissions</p>	<p>August 11, 2025 3:00 PM Central Time</p>
8.	Review for conformance to solicitation requirements	August 11, 2025
9.	Evaluation period	August 11-22, 2025
10.	"Vendor Demonstrations" (if necessary)	September 4, 2025
11.	Post "Notification of Intent to Award" to Internet at: https://das.nebraska.gov/materiel/bidopps.html	September 9, 2025
12.	Contract finalization period	September 9-26, 2025
13.	Contract award	October 7, 2025
14.	Vendor start date	October 13, 2025

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 202591102; NG911 Data Analytics and Reporting Software Services 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.

D. 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.

E. 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.

NOTICE OF INTENT TO ATTEND MANDATORY SOLICITATION CONFERENCE

Vendors should notify the Commission of their intent to attend by emailing the RFP POC as provided above. Notification is itself not mandatory, even if attendance at the Solicitation Conference is.

F. 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.

G. 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.

H. 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 **Error! Reference source not found..**

*****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 **Error! Reference source not found..**

- 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. 202591102, Company Name
If multiple files are submitted for one solicitation response, add number of files to file names:
202591102 Company Name File 1 of 2.
202591102Company Name File 2 of 2.
- ii. If multiple responses are submitted for the same solicitation, add the response number to the file names:
202591102Company Name Response 1 File 1 of 2.

I. SOLICITATION PREPARATION COSTS

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

J. 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.

K. 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 202591102Company Name Response #1 File 1 of 2,
 - b. Corrected 202591102 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.

L. 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.

M. 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.

N. 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).

O. 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	20
Part 2 — Response to Project Requirements and Scope of Work	50
Part 3 — Cost	10
Total Points without Oral Interviews	80
Oral Interviews, (if required)	20
Total Points with Oral Interviews	100

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

V. 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.

W. 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.

X. 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.

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.

Y. 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. The guidance document is located on the Administration page.

Z. 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. Statement on Essential Qualifications
3. Response to Scope of Work;
4. Cost Sheet; (provided as separate document);
5. Response to Terms;
6. Contractual Agreement Form; and
7. 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 10 (ten) 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. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Solicitation;
- ii. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- iii. whether the bidder can perform the contract within the specified time frame;
- iv. the bidder's historical or current performance; and
- v. 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.

Further, the response should contain responses to the following requests or questions:

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 B). 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)	Exceptions: (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.

Additional Terms are included in Attachment A

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

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 solicitations will be awarded according to the provisions in the solicitation

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

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

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

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

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"

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

Goods: See Commodities

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

Mandatory: Required, compulsory, or obligatory

May: Discretionary, permitted; used to express possibility

Must: See Shall

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

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

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 serve 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.

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.

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.

____ 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:	

Intent to Attend

Solicitation Conference

Solicitation Number202591102

Bidder Name:	
Bidder Address:	
Contact Person:	
E-mail Address:	
Telephone Number:	
Fax Number:	
Number of Attendees:	

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

SERVICE CONTRACT TERMS

NEBRASKA PUBLIC SERVICE COMMISSION



The following terms govern the contractual relationship created between the Nebraska Public Service Commission ("NPSC") and the Contractor identified in the attached Scope of Work. The definitions used herein govern the words used in these Terms, or that may be used in a Contract Award, Scope of Work, or Contractor Proposal, or any other attached document, unless specifically defined therein.

DEFINITIONS

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

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

Contract: The complete agreement between the parties, as further delineated in **GENERAL INTERPRETATION**, below.

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

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".

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Party: The NPSC or the Contractor, as applicable.

Proposal: A proposal provided by the Contractor to complete work performed under the Contract.

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

Scope of Work: A list of duties and deliverables defined by the NPSC for Contractor to complete under the Contract.

Subcontractor: Individual or entity with whom the Contractor enters a contract to perform a portion of the work awarded to the Contractor. Does not include entities who are providing general ancillary services for the Contractor's operations.

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.

Will: See Mandatory/Shall/Will/Must.



SERVICE CONTRACT TERMS

NEBRASKA PUBLIC SERVICE COMMISSION

GENERAL TERMS

ORDER OF PREFERENCE AND INTERPRETATION

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference:

1. Amendments to the Contract, with the most recently dated amendment having highest priority;
2. These Terms;
3. The Contract Award;
4. Any attached Scope of Work; and
5. Any attached Contractor proposal or additional terms.

These documents constitute the entirety of the Contract. 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.

Furthermore, the following rules will apply regarding multiple similar clauses contained in any documents:

- If only one Party to the Contract has a particular clause, then that clause shall control;
- If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
- If both Parties have a similar clause, but the clauses conflict, the NPSC's clause shall control.

GOVERNING LAW

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 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 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 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.

BEGINNING OF WORK

The Contractor shall not commence any billable work until a valid contract has been fully executed by the NPSC and the Contractor.

SERVICE CONTRACT TERMS

NEBRASKA PUBLIC SERVICE COMMISSION



AMENDMENT

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

CHANGE ORDERS

The NPSC and the Contractor, upon the written agreement, may make changes to the Contract within the general scope of the Scope of Work as applicable. Changes may involve specifications, the quantity of work, or such other items as the NPSC 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 NPSC 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 NPSC, 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.

NOTICE OF POTENTIAL CONTRACTOR BREACH

If Contractor breaches the Contract or anticipates breaching the Contract, the Contractor shall immediately give written notice to the NPSC. 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 NPSC may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the NPSC does not forfeit any rights or remedies to which the NPSC 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.

CONTRACT MANAGEMENT AND BREACH

1. *Deliverable Approval Process*

The Commission must review all deliverables submitted by Contractor. The Commission must approve a deliverable submitted by Contractor if it is of sufficient quality and meets the requirements in the Contract. Approval of a deliverable must be communicated by the Commission to Contractor in writing within a reasonable time. The Commission shall not disburse payment for a deliverable until the deliverable is approved.

SERVICE CONTRACT TERMS

NEBRASKA PUBLIC SERVICE COMMISSION



The Commission must reject the deliverable submitted by Contractor if it is not of sufficient quality or does not meet the requirements in the Contract. Rejection of a deliverable must be communicated by the Commission to Contractor, in writing, within a reasonable time. The written communication must include the Commission's reasons for rejection.

Within a reasonable time established by the Commission, Contractor may correct the defects identified and resubmit the rejected deliverable. Any corrections or improvements requested by the Commission are not changes in the scope of the Contract. If a rejected deliverable requires more than two corrections, the Commission may permanently reject the deliverable and deny payment for the deliverable. Nothing in this section limits any other remedies available to the Commission under the Contract or at law.

2. *Corrective Action Plan*

If Contractor fails to meet the Scope of Work as set forth in the Contract, NPSC may, within its sole discretion, require Contractor to complete a Corrective Action Plan (hereinafter "CAP"). NPSC shall set a deadline for the CAP to be provided to NPSC, but shall provide Contractor reasonable notice of said deadline. In its notice, NPSC shall identify each issue to be resolved. The CAP will include, but is not limited to, a written response noting the steps being taken by Contractor to resolve each issue(s), including a date that the issue(s) will be resolved.

If Contractor fails to provide a CAP by the deadline set by NPSC, fails to provide NPSC with a CAP demonstrating that the issues regarding performance will be remedied, or fails to meet the deadline(s) set in the CAP for resolution of the issue(s), NPSC may withhold payments (for the work or deliverables) related to the issues identified by NPSC, or exercise any other remedy set forth in this Contract or available under law.

3. *Suspension of Services*

The NPSC may, at any time and without advance notice, require Contractor to suspend any or all activities provided under this Contract. A suspension may be the result of a reduction in federal or state funds, budget freeze, emergency, contract compliance issues, investigation, or other reasons not stated here. In the event of such suspension, the NPSC Executive Director, or designee, will issue a written Stop Work Order to the Contractor. The Stop Work Order will specify which activities are to be immediately suspended, the reason(s) for the suspension, and, if practicable, the known duration period of the suspension.

Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the order during the period of suspension.

The NPSC may extend the duration of the suspension by issuing a modified Stop Work Order, which must state the new end date of the suspension and the reason for the extension. The suspended activity may resume when (i) the suspension period identified in the Stop Work Order has ended or (ii) when the NPSC Executive Director, or designee, has issued a formal written notice cancelling the Stop Work Order or directing Contractor to resume partial services.



SERVICE CONTRACT TERMS

NEBRASKA PUBLIC SERVICE COMMISSION

4. *Breach*

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 contact identified in the Contract Award for Notices. 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 NPSC may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

NON-WAIVER OF BREACH

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

SEVERABILITY

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

INDEMNIFICATION

1. *General*

The Contractor agrees to defend, indemnify, and hold harmless the NPSC 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 NPSC 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 NPSC which directly and proximately contributed to the claims.

2. *Intellectual Property*



SERVICE CONTRACT TERMS

NEBRASKA PUBLIC SERVICE COMMISSION

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, 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 NPSC gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the NPSC's use of the Licensed Software without the NPSC's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the NPSC's use of any intellectual property for which the Contractor has indemnified the NPSC, 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 NPSC's behalf to provide the necessary rights to the NPSC to eliminate the infringement, or provide the NPSC with a non-infringing substitute that provides the NPSC the same functionality. At the NPSC's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the NPSC may receive the remedies provided under these Terms.

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.

SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

ASSIGNMENT, SALE, OR MERGER

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

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the NPSC 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.

SERVICE CONTRACT TERMS

NEBRASKA PUBLIC SERVICE COMMISSION



FORCE MAJEURE

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the Contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

CONFIDENTIALITY

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

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

EARLY TERMINATION

The Contract may be terminated as follows:

1. The NPSC and the Contractor, by mutual written agreement, may terminate the Contract at any time.
2. The NPSC, in its sole discretion, may terminate the Contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the Contract. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The NPSC may terminate the Contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the Contract by its Contractor, its employees, officers, directors, or shareholders;

SERVICE CONTRACT TERMS

NEBRASKA PUBLIC SERVICE COMMISSION



-
- 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.
4. The NPSC may also terminate this contract if this Contract was the result of a Request for Proposal and the NPSC discovers that an ethical violation has been committed. These violations include, but are not limited to:
- a. 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;
 - b. Utilizing the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
 - c. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity: Submitting a solicitation response on behalf of another Party or entity; and
 - d. 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.
5. The Contractor shall include a clause containing the same requirements as subsection 4, above, in any subcontract entered into for the exclusive purpose of performing this Contract.

CONTRACT CLOSEOUT

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

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



SERVICE CONTRACT TERMS NEBRASKA PUBLIC SERVICE COMMISSION

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 NPSC has no legal claim.

SURVIVAL

All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of this Contract, including, but not limited to, the obligations in the Confidentiality section, above, shall survive the expiration or termination of this Contract.

TAXPAYER TRANSPARENCY ACT

Pursuant to Neb. Rev. Stat. § 84-602.04, all state contracts including, at least in part, state funds, and that are in effect as of January 1, 2014, shall be posted on a public website. All non-proprietary and non-confidential information, as defined by law, will be posted for public viewing. Contractor hereby waives any copyrights for any material posted with this Contract, either as an attachment, schedule, or other subpart of this Contract, to the public website.

TIME IS OF THE ESSENCE

Time is of the essence in this Contract. The acceptance of late performance, with or without objection or reservation by NPSC, shall not waive any rights of NPSC nor constitute a waiver of the requirement of timely performance of any obligations on the part of Contractor remaining to be performed.

CONTRACTOR DUTIES

INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

By-name personnel commitments made in the Contractor's proposal, if included, shall not be changed without the prior written approval of the NPSC. Replacement of these personnel, if approved by the NPSC, 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



SERVICE CONTRACT TERMS

NEBRASKA PUBLIC SERVICE COMMISSION

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; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the Contract without the prior written authorization of the NPSC.

The NPSC 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 NPSC, in the contract with any Subcontractor engaged to perform work on this Contract.

EMPLOYEE WORK ELIGIBILITY STATUS

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

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

1. The Contractor must complete the 'United States Citizenship Attestation Form', available on the Department of Administrative Services website at:
<https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed 'United States Citizenship Attestation Form' should be submitted with either (A) the Request for Proposal response, if the Contract was bid through a Request for Proposal; or (B) At the time of signature of the Contract, if not bid.
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

SERVICE CONTRACT TERMS NEBRASKA PUBLIC SERVICE COMMISSION



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.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

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 – 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 services to be covered by any subcontract resulting from this Contract.

COOPERATION WITH OTHER CONTRACTORS

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

PERMITS, REGULATIONS, LAWS

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

OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

The NPSC 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 NPSC pursuant to this Contract.

The NPSC 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.

SERVICE CONTRACT TERMS

NEBRASKA PUBLIC SERVICE COMMISSION



INSURANCE REQUIREMENTS

The Contractor shall throughout the term of the Contract maintain insurance as specified herein and provide the NPSC a current Certificate of Insurance/Accord 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 NPSC that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the NPSC 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 NPSC 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

SERVICE CONTRACT TERMS

NEBRASKA PUBLIC SERVICE COMMISSION



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	\$5,000 any one person
Damage to Rented Premises (Fire)	\$100,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$1,000,000 per occurrence
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	

SERVICE CONTRACT TERMS

NEBRASKA PUBLIC SERVICE COMMISSION



Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$2,000,000
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."	

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the NPSC can review the limitations imposed by the insurance policy.

3. *Evidence Of Coverage*

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

Nebraska Public Service Commission
Attn: Thomas Golden – Executive Director
300 The Atrium 1200 N Street
Lincoln, NE 68508

These certificates or the cover sheet shall reference the Contract, 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 NPSC 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.

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.

ANTITRUST

SERVICE CONTRACT TERMS NEBRASKA PUBLIC SERVICE COMMISSION



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.

CONFLICT OF INTEREST

Contractor certifies that there does not now exist a relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this Contract.

The Contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The Contractor certifies that it will not knowingly employ any individual known by Contractor to have a conflict of interest.

If the Contract was bid through a Request for Proposal, the Parties shall not knowingly, for a period of two years after execution of the Contract, recruit or employ any employee or agent of the other Party who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

STATE PROPERTY

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

SITE RULES AND REGULATIONS

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

ADVERTISING

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

NEBRASKA TECHNOLOGY ACCESS STANDARDS



SERVICE CONTRACT TERMS NEBRASKA PUBLIC SERVICE COMMISSION

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.

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 the paragraph 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.

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.

DISASTER RECOVERY/BACK UP PLAN

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

DRUG POLICY

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

DEBARMENT, SUSPENSION, OR DECLARED INELIGIBLE

Contractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

SERVICE CONTRACT TERMS NEBRASKA PUBLIC SERVICE COMMISSION



PAYMENT

PROHIBITION AGAINST ADVANCE PAYMENT

Payments shall not be made until contractual deliverable(s) are received and accepted by the NPSC (See Neb. Rev. Stat. § 81-2403).

TAXES

The State is not required to pay taxes and assumes no such liability as a result of this Contract. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

INVOICES

Invoices for payments must be submitted by the Contractor to the NPSC with sufficient detail to support payment. The Contractor shall submit a monthly invoice to the NPSC no later than the fifteenth (15th) day of the month following the reporting month. In the event the fifteenth falls on a weekend or holiday, the due date shall be the next business day. Invoices shall be transmitted electronically, in PDF format, to the contact person designated by the NPSC.

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 NPSC, and no action by the NPSC, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the NPSC with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the NPSC as an amendment to the Contract.

INSPECTION AND APPROVAL

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

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

PAYMENT

NPSC will render payment to Contractor when the terms and conditions of the Contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the NPSC (See Neb. Rev. Stat. § 73-812(1)). Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401–81-2408). The NPSC shall require the Contractor to receive payment

SERVICE CONTRACT TERMS NEBRASKA PUBLIC SERVICE COMMISSION



by electronic means via Automated Clearing House (ACH) payment. In no event shall the NPSC be responsible or liable to pay for any 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.

LATE PAYMENT

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. §§ 81-2401–81-2408).

SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

The NPSC's obligation to pay amounts due on the Contract for the fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the NPSC may terminate the Contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The NPSC will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the NPSC 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.

RIGHT TO AUDIT

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the NPSC. 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 NPSC for the total costs of the audit. Overpayments and audit costs owed to the NPSC 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.

SERVICE CONTRACT TERMS NEBRASKA PUBLIC SERVICE COMMISSION



FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION

If this Contract involves the provision of technology to the NSPC, Contractor certifies that it is not a scrutinized company as defined under the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. § 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.



SERVICE CONTRACT TERMS NEBRASKA PUBLIC SERVICE COMMISSION

TERMS APPLICABLE TO FEDERALLY FUNDED CONTRACTS

The following terms are only applicable to this Contract if it involves federal funding:

CLEAN AIR ACT

If this Contract involves federal funds and the total value exceeds \$150,000, Contractor shall ensure that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Federal Water Pollution Control Act as amended, 33 U.S.C. § 1251 et seq.

FEDERAL FINANCIAL ASSISTANCE

If this Contract involves federal funds, Contractor will comply with all applicable provisions of 45 C.F.R. §§ 87.1 and 87.2. Contractor shall not use direct federal financial assistance to engage in inherently religious activities, including, but not limited to worship, religious instruction, or proselytization.

FEDERAL PROVISIONS RELATED TO INTELLECTUAL PROPERTY

Any federal funding agency hereby reserves a royalty-free, non-exclusive, and irrevocable right, for federal or state government purposes, to reproduce, publish, or otherwise use, and to authorize others to use, the material produced in conjunction with the performance required under this Contract.

All software ownership rights shall be consistent with 45 CFR § 95.617, if applicable, and with all other applicable federal law; and

All patent rights under this Contract shall be as set forth in the clause contained in 37 C.F.R. § 401.14, and consistent with all other applicable federal law.

LOBBYING

As set forth in 45 CFR Part 93:

1. No federal appropriated funds shall be paid by or on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Contract or (a) the awarding of any federal agreement; (b) the making of any federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Contract, Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. If this Contract involves federal funds, and if the below is consistent with the terms of the applicable federal funding source of the Contract:

SERVICE CONTRACT TERMS

NEBRASKA PUBLIC SERVICE COMMISSION



4. No funds under this Contract shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself. (See Pub. L. 113-235, Division G, Title V, Sec. 503(a)).
5. No funds under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government. (See Pub. L. 113-235, Division G, Title V, Sec. 503(b)).

The prohibitions in the two preceding subsections shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including, but not limited to, the advocacy or promotion of gun control. (See Pub. L. 113-235, Division G, Title V, Sec. 503(c)).

WHISTLEBLOWER PROTECTIONS

The Contractor shall comply with the provisions of 41 U.S.C. § 4712, which states that an employee of a contractor, subcontractor, grantee, or subrecipient may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

The Contractor's employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees, in writing, that they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

The Contractor shall include this requirement in any agreement made with a subcontractor.