

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

CONTRACT NUMBER  
74915 04

PAGE 1 of 5	ORDER DATE 01/23/25
BUSINESS UNIT 78982100	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 2338958	
VENDOR ADDRESS:  BEYOND 20 20 INC 42-635 RICHMOND ROAD PO BOX 45564, NEPEAN RPO, CHAPMAN MILLS OTTAWA ON K2A 0G6 CANADA	

THE CONTRACT PERIOD IS:  
**MARCH 30, 2023 THROUGH MARCH 29, 2026**

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5408 Z1

Contract to supply and deliver a version of a commercial NIBRS (National Incident Based Reporting System) Repository meeting specific needs of Nebraska to the State of Nebraska. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska.

This is the third and fourth renewal of the contract as amended.

Vendor Point of Contact:  
Name: Del Khalife  
Phone: 613-563-3993 Ext. 252  
E-Mail: del@beyond2020.com

Amendment Two (2) as attached (DJG 01/23/2025)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
2	SUPPORT AND MAINTENANCE Support and maintenance per year, encompassing all installed software to begin after post Go-Live sign off as defined in the RFP. Once maintenance begins after Go-Live sign off, it will be prorated to coincide with the end of the fiscal year which is June 30th.	5.0000	YR	43,000.0000	215,000.00
3	SENIOR APPLICATION DEVELOPER	96.0000	HR	160.0000	15,360.00
4	INTERMEDIATE APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	72.0000	HR	135.0000	9,720.00

DocuSigned by:  
Dianna Gilliland  
F7A5A83D45DE438...

1/27/2025  
BUYER

DocuSigned by:  
1/27/2025  
MATERIEL ADMINISTRATOR

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
5	JUNIOR APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	144.0000	HR	100.0000	14,400.00
6	DATA ARCHITECT	168.0000	HR	200.0000	33,600.00
7	REPORT DEVELOPER	472.0000	HR	90.0000	42,480.00
8	QA TESTER	620.0000	HR	90.0000	55,800.00
9	SYSTEMS OPERATIONS	244.0000	HR	65.0000	15,860.00
10	BUSINESS ANALYST	288.0000	HR	200.0000	57,600.00
11	OPTIONAL RENEWAL PERIOD ONE SUPPORT AND MAINTENANCE Support and maintenance per year, encompassing all installed software to begin after post Go-Live sign off as defined in the RFP. Once maintenance begins after Go-Live sign off, it will be prorated to coincide with the end of the fiscal year which is June 30th.	1.0000	YR	43,000.0000	43,000.00
12	SENIOR APPLICATION DEVELOPER	8.0000	HR	160.0000	1,280.00
13	INTERMEDIATE APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	4.0000	HR	135.0000	540.00
14	JUNIOR APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	16.0000	HR	100.0000	1,600.00
15	DATA ARCHITECT	20.0000	HR	200.0000	4,000.00
16	REPORT DEVELOPER	80.0000	HR	90.0000	7,200.00
17	QA TESTER	20.0000	HR	90.0000	1,800.00
18	SYSTEMS OPERATIONS	16.0000	HR	65.0000	1,040.00
19	BUSINESS ANALYST	24.0000	HR	200.0000	4,800.00
20	OPTIONAL RENEWAL PERIOD TWO SUPPORT AND MAINTENANCE	1.0000	YR	43,000.0000	43,000.00

  
BUYER INITIALS

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21	SENIOR APPLICATION DEVELOPER	32.0000	HR	160.0000	5,120.00
22	INTERMEDIATE APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	24.0000	HR	135.0000	3,240.00
23	JUNIOR APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	48.0000	HR	100.0000	4,800.00
24	DATA ARCHITECT	56.0000	HR	200.0000	11,200.00
25	REPORT DEVELOPER	158.0000	HR	90.0000	14,220.00
26	QA TESTER	208.0000	HR	90.0000	18,720.00
27	SYSTEMS OPERATIONS	80.0000	HR	65.0000	5,200.00
28	BUSINESS ANALYST	96.0000	HR	200.0000	19,200.00
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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
34	REPORT DEVELOPER	80.0000	HR	90.0000	7,200.00
35	QA TESTER	20.0000	HR	90.0000	1,800.00
36	SYSTEMS OPERATIONS	16.0000	HR	65.0000	1,040.00
37	BUSINESS ANALYST	24.0000	HR	200.0000	4,800.00
38	OPTIONAL RENEWAL PERIOD FOUR SUPPORT AND MAINTENANCE Support and maintenance per year, encompassing all installed software to begin after post Go-Live sign off as defined in the RFP. Once maintenance begins after Go-Live sign off, it will be prorated to coincide with the end of the fiscal year which is June 30th.	1.0000	YR	43,000.0000	43,000.00
39	SENIOR APPLICATION DEVELOPER	32.0000	HR	160.0000	5,120.00
40	INTERMEDIATE APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	24.0000	HR	135.0000	3,240.00
41	JUNIOR APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	48.0000	HR	100.0000	4,800.00
42	DATA ARCHITECT	56.0000	HR	200.0000	11,200.00
43	REPORT DEVELOPER	158.0000	HR	90.0000	14,220.00
44	QA TESTER	208.0000	HR	90.0000	18,720.00
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46	BUSINESS ANALYST	96.0000	HR	200.0000	19,200.00
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48	SENIOR APPLICATION DEVELOPER	8.0000	HR	160.0000	1,280.00

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CONTRACT NUMBER  
74915 O4

PAGE 5 of 5	ORDER DATE 01/23/25
BUSINESS UNIT 78982100	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 2338958	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
49	INTERMEDIATE APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	4.0000	HR	135.0000	540.00
50	JUNIOR APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	16.0000	HR	100.0000	1,600.00
51	DATA ARCHITECT	20.0000	HR	200.0000	4,000.00
52	REPORT DEVELOPER	80.0000	HR	90.0000	7,200.00
53	QA TESTER	20.0000	HR	90.0000	1,800.00
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55	BUSINESS ANALYST	24.0000	HR	200.0000	4,800.00
56	PROJECT PLAN AND FILE SUBMISSION SPECIFICATIONS ONCE ACCEPTED BY BOTH PARTIES	1.0000	EA	51,870.0000	51,870.00
57	INITIAL SYSTEM CONFIGURATION, INSTALLATION AND USER TRAINING	1.0000	EA	69,160.0000	69,160.00
58	USER ACCEPTANCE TESTING Acceptance of files from two (2) current NIBRS submitting law enforcement agencies; Input of data from two (2) current non-reporting law enforcement agencies who will use the contractor's solution	1.0000	EA	103,740.0000	103,740.00
59	AFTER GO-LIVE	1.0000	EA	121,030.0000	121,030.00
Total Order					1,250,800.00

  
BUYER INITIALS

**Amendment Two  
Contract Number 74915 O4**

**Commercial NIBRS (National Incident Based Reporting System) Repository**

**Between  
The State of Nebraska  
And  
Beyond 20-20 Inc.**

**THIS AMENDMENT** is entered into by and between the State of Nebraska ("State/Entity") and Beyond 20-20 Inc. ("Vendor").

**WHEREAS**, the State of Nebraska has a contract with Vendor identified as 74915 O4 for use by state agencies and other entities.

**WHEREAS** the terms of the contract specifically state that the contract may be amended when mutually agreeable to the Vendor and the State of Nebraska.

**WHEREAS** This Amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Contract or any earlier amendment, the terms of this Amendment will prevail.

**NOW, THEREFORE**, it is agreed by the parties to amend the contract as follows:

1. The second renewal of the above-named contract expired March 29, 2024.
2. The State of Nebraska wishes to execute the third and fourth renewals to the contract for an additional two (2) year period.
3. The contract end date, wherever such reference appears in the contract, shall be changed from March 29, 2024 to March 29, 2026.

**IN WITNESS WHEREOF**, the parties have executed this amendment as of the date of execution by both parties below.

State of Nebraska

By:  \_\_\_\_\_  
D5D8C0E238ED496

Michelle Potts

Name: \_\_\_\_\_

Material Administrator

Title: \_\_\_\_\_

1/27/2025

Date: \_\_\_\_\_

Vendor: Beyond 20-20 Inc.

By:  \_\_\_\_\_  
42BE0B0C8BF04ED

Del Khalife

Name: \_\_\_\_\_

VP

Title: \_\_\_\_\_

1/21/2025

Date: \_\_\_\_\_

**STATE OF NEBRASKA SERVICE CONTRACT AWARD**

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**74915 04**

PAGE 1 of 5	ORDER DATE 03/22/23
BUSINESS UNIT 78982100	BUYER JOY FISCHER (AS)
VENDOR NUMBER: 2338958	
VENDOR ADDRESS:  BEYOND 20-20 INC 265 CARLING AVE STE 300 OTTAWA ON K1S 2E1 CANADA	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

**MARCH 30, 2023 THROUGH MARCH 29, 2024**

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5408 Z1

Contract to supply and deliver a version of a commercial NIBRS (National Incident Based Reporting System) Repository meeting specific needs of Nebraska to the State of Nebraska as per the attached specifications for the period March 30, 2023 through March 29, 2024. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Del Khalife  
Phone: (613) 563-3993 Ext. 252  
E-Mail: del@beyond2020.com

THIS IS THE SECOND RENEWAL OF THE CONTRACT AS AMENDED. (BT 03/22/23)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
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6	DATA ARCHITECT	168.0000	HR	200.0000	33,600.00
7	REPORT DEVELOPER	472.0000	HR	90.0000	42,480.00

DocuSigned by:  
*Joy Fischer*  
8D62163E69CA4C2...

3/22/2023

BUYER

DocuSigned by:  
*Amara Block*  
4CFF27111822442...

3/23/2023

MATERIEL ADMINISTRATOR

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<b>Total Order</b>					<b>1,250,800.00</b>



DS  
JF

**BUYER INITIALS**



Pete Ricketts, Governor

## CONTRACT RENEWAL

December 27, 2022

Mr. Del Khalife  
Beyond 20-20, Inc.  
42-635 Richmond Road  
PO Box 45564  
Ottawa ON K2A 0G6  
Canada

RE: Contract Number 74915 O4, National Incident Based Reporting System (NIBRS) Repository

Dear Mr. Khalife:

The above-named contract for providing National Incident Based Reporting System (NIBRS) Repository to the State of Nebraska expires March 29, 2023.

The State of Nebraska is currently interested in renewing the Contract for an additional one (1) year period, i.e. March 30, 2023 through March 29, 2024. If Beyond 20-20, Inc. wishes to renew the Contract as stated, please e-sign as soon as possible.

The State will consider your signature as an agreement to be bound to the renewal, but the renewal will not be agreed to and accepted by the State until award signature page is executed by the Materiel Administrator.

If no response is received within 30 calendar days, the State of Nebraska will assume that the contractor does not intend to renew the contract and thus may begin the formal solicitation process.

Sincerely,

DocuSigned by:  
  
Joy Fischer, Procurement Contracts Officer  
State Purchasing Bureau

Beyond 20-20, Inc. is agreeable to the renewal of 74915 O4 for National Incident Based Reporting System (NIBRS) Repository March 30, 2023 through March 29, 2024.

Signature   
DocuSigned by:  
Del Khalife

Title VP

Date 12/29/2022

Michelle Potts, Interim Materiel Administrator

Department of Administrative Services | MATERIEL DIVISION

1526 K Street, Ste. 130  
Lincoln, Nebraska 68508

OFFICE 402-471-6500  
FAX 402-471-2089

[das.nebraska.org](http://das.nebraska.org)

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THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5408 Z1

Contract to supply and deliver a version of a commercial NIBRS (National Incident Based Reporting System) Repository meeting specific needs of Nebraska to the State of Nebraska as per the attached specifications for the period March 30, 2022 through March 29, 2023. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Del Khalife  
Phone: (613) 563-3993 Ext. 252  
E-Mail: del@beyond2020.com

THIS IS THE FIRST RENEWAL OF THE CONTRACT AS AMENDED. (3/29/22 sc)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
2	SUPPORT AND MAINTENANCE Support and maintenance per year, encompassing all installed software to begin after post Go-Live sign off as defined in the RFP. Once maintenance begins after Go-Live sign off, it will be prorated to coincide with the end of the fiscal year which is June 30th.	5.0000	YR	43,000.0000	215,000.00
3	SENIOR APPLICATION DEVELOPER	96.0000	HR	160.0000	15,360.00
4	INTERMEDIATE APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	72.0000	HR	135.0000	9,720.00
5	JUNIOR APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	144.0000	HR	100.0000	14,400.00
6	DATA ARCHITECT	168.0000	HR	200.0000	33,600.00
7	REPORT DEVELOPER	472.0000	HR	90.0000	42,480.00

DocuSigned by:  
*Joy Fischer* 3/30/2022  
8B02103E09CA4C2...

BUYER

DS  
PK 3/30/2022

DocuSigned by:  
*Amara Black* 4/1/2022  
14CFE27114B2FA92  
MATERIEL ADMINISTRATOR

**STATE OF NEBRASKA SERVICE CONTRACT AWARD**

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

PAGE 2 of 5	ORDER DATE 03/29/22
BUSINESS UNIT 78982100	BUYER JOY FISCHER (AS)
VENDOR NUMBER: 2338958	

**CONTRACT NUMBER**  
**74915 04**

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
8	QA TESTER	620.0000	HR	90.0000	55,800.00
9	SYSTEMS OPERATIONS	244.0000	HR	65.0000	15,860.00
10	BUSINESS ANALYST	288.0000	HR	200.0000	57,600.00
11	OPTIONAL RENEWAL PERIOD ONE SUPPORT AND MAINTENANCE Support and maintenance per year, encompassing all installed software to begin after post Go-Live sign off as defined in the RFP. Once maintenance begins after Go-Live sign off, it will be prorated to coincide with the end of the fiscal year which is June 30th.	1.0000	YR	43,000.0000	43,000.00
12	SENIOR APPLICATION DEVELOPER	8.0000	HR	160.0000	1,280.00
13	INTERMEDIATE APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	4.0000	HR	135.0000	540.00
14	JUNIOR APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	16.0000	HR	100.0000	1,600.00
15	DATA ARCHITECT	20.0000	HR	200.0000	4,000.00
16	REPORT DEVELOPER	80.0000	HR	90.0000	7,200.00
17	QA TESTER	20.0000	HR	90.0000	1,800.00
18	SYSTEMS OPERATIONS	16.0000	HR	65.0000	1,040.00
19	BUSINESS ANALYST	24.0000	HR	200.0000	4,800.00
20	OPTIONAL RENEWAL PERIOD TWO SUPPORT AND MAINTENANCE Support and maintenance per year, encompassing all installed software to begin after post Go-Live sign off as defined in the RFP. Once maintenance begins after Go-Live sign off, it will be prorated to coincide with the end of the fiscal year which is June 30th.	1.0000	YR	43,000.0000	43,000.00
21	SENIOR APPLICATION DEVELOPER	32.0000	HR	160.0000	5,120.00
22	INTERMEDIATE APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	24.0000	HR	135.0000	3,240.00
23	JUNIOR APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	48.0000	HR	100.0000	4,800.00



BUYER INITIALS

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State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

PAGE 3 of 5	ORDER DATE 03/29/22
BUSINESS UNIT 78982100	BUYER JOY FISCHER (AS)
VENDOR NUMBER: 2338958	

**CONTRACT NUMBER**  
**74915 04**

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
24	DATA ARCHITECT	56.0000	HR	200.0000	11,200.00
25	REPORT DEVELOPER	158.0000	HR	90.0000	14,220.00
26	QA TESTER	208.0000	HR	90.0000	18,720.00
27	SYSTEMS OPERATIONS	80.0000	HR	65.0000	5,200.00
28	BUSINESS ANALYST	96.0000	HR	200.0000	19,200.00
29	OPTIONAL RENEWAL PERIOD THREE SUPPORT AND MAINTENANCE Support and maintenance per year, encompassing all installed software to begin after post Go-Live sign off as defined in the RFP. Once maintenance begins after Go-Live sign off, it will be prorated to coincide with the end of the fiscal year which is June 30th.	1.0000	YR	43,000.0000	43,000.00
30	SENIOR APPLICATION DEVELOPER	8.0000	HR	160.0000	1,280.00
31	INTERMEDIATE APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	4.0000	HR	135.0000	540.00
32	JUNIOR APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	16.0000	HR	100.0000	1,600.00
33	DATA ARCHITECT	20.0000	HR	200.0000	4,000.00
34	REPORT DEVELOPER	80.0000	HR	90.0000	7,200.00
35	QA TESTER	20.0000	HR	90.0000	1,800.00
36	SYSTEMS OPERATIONS	16.0000	HR	65.0000	1,040.00
37	BUSINESS ANALYST	24.0000	HR	200.0000	4,800.00
38	OPTIONAL RENEWAL PERIOD FOUR SUPPORT AND MAINTENANCE Support and maintenance per year, encompassing all installed software to begin after post Go-Live sign off as defined in the RFP. Once maintenance begins after Go-Live sign off, it will be prorated to coincide with the end of the fiscal year which is June 30th.	1.0000	YR	43,000.0000	43,000.00
39	SENIOR APPLICATION DEVELOPER	32.0000	HR	160.0000	5,120.00
40	INTERMEDIATE APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	24.0000	HR	135.0000	3,240.00

DS  
JF

BUYER INITIALS

**STATE OF NEBRASKA SERVICE CONTRACT AWARD**

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Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
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PAGE 4 of 5	ORDER DATE 03/29/22
BUSINESS UNIT 78982100	BUYER JOY FISCHER (AS)
VENDOR NUMBER: 2338958	

**CONTRACT NUMBER**  
**74915 04**

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
41	JUNIOR APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	48.0000	HR	100.0000	4,800.00
42	DATA ARCHITECT	56.0000	HR	200.0000	11,200.00
43	REPORT DEVELOPER	158.0000	HR	90.0000	14,220.00
44	QA TESTER	208.0000	HR	90.0000	18,720.00
45	SYSTEMS OPERATIONS	80.0000	HR	65.0000	5,200.00
46	BUSINESS ANALYST	96.0000	HR	200.0000	19,200.00
47	OPTIONAL RENEWAL PERIOD FIVE SUPPORT AND MAINTENANCE Support and maintenance per year, encompassing all installed software to begin after post Go-Live sign off as defined in the RFP. Once maintenance begins after Go-Live sign off, it will be prorated to coincide with the end of the fiscal year which is June 30th.	1.0000	YR	43,000.0000	43,000.00
48	SENIOR APPLICATION DEVELOPER	8.0000	HR	160.0000	1,280.00
49	INTERMEDIATE APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	4.0000	HR	135.0000	540.00
50	JUNIOR APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	16.0000	HR	100.0000	1,600.00
51	DATA ARCHITECT	20.0000	HR	200.0000	4,000.00
52	REPORT DEVELOPER	80.0000	HR	90.0000	7,200.00
53	QA TESTER	20.0000	HR	90.0000	1,800.00
54	SYSTEMS OPERATIONS	16.0000	HR	65.0000	1,040.00
55	BUSINESS ANALYST	24.0000	HR	200.0000	4,800.00
56	PROJECT PLAN AND FILE SUBMISSION SPECIFICATIONS ONCE ACCEPTED BY BOTH PARTIES	1.0000	EA	51,870.0000	51,870.00
57	INITIAL SYSTEM CONFIGURATION, INSTALLATION AND USER TRAINING	1.0000	EA	69,160.0000	69,160.00



BUYER INITIALS



**STATE OF NEBRASKA SERVICE CONTRACT AWARD**

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Lincoln, Nebraska 68508

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PAGE 5 of 5	ORDER DATE 03/29/22
BUSINESS UNIT 78982100	BUYER JOY FISCHER (AS)
VENDOR NUMBER: 2338958	

**CONTRACT NUMBER**  
**74915 04**

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
58	USER ACCEPTANCE TESTING Acceptance of files from two (2) current NIBRS submitting law enforcement agencies; Input of data from two (2) current non-reporting law enforcement agencies who will use the contractor's solution	1.0000	EA	103,740.0000	103,740.00
59	AFTER GO-LIVE	1.0000	EA	121,030.0000	121,030.00
<b>Total Order</b>					<b>1,250,800.00</b>



DS  
JF

BUYER INITIALS



Pete Ricketts, Governor

## CONTRACT RENEWAL

February 22, 2022

Mr. Del Khalife  
Beyond 20-20, Inc.  
265 Carling Ave Ste 300  
Ottawa ON K1S 2E1  
Canada

RE: Contract Number 74915 O4, National Incident Based Reporting System (NIBRS) Repository

Dear Mr. Khalife:

The above-named contract for providing National Incident Based Reporting System (NIBRS) Repository to the State of Nebraska expires March 29, 2022.

The State of Nebraska is currently interested in renewing the Contract for an additional one (1) year period, i.e. March 30, 2022 through March 29, 2023. If Beyond 20-20, Inc. wishes to renew the Contract as stated, please sign and return this as soon as possible, keeping one copy for your files.

The State will consider your signature as an agreement to be bound to the renewal, but the renewal will not be agreed to and accepted by the State until award signature page is executed by the Materiel Administrator.

If no response is received within 30 calendar days, the State of Nebraska will assume that the contractor does not intend to renew the contract and thus may begin the formal solicitation process.

Sincerely,

DocuSigned by:  
*Joy Fischer*  
8D62463E69CA4C2...  
Joy Fischer, Procurement Contracts Officer  
State Purchasing Bureau

Beyond 20-20, Inc. is agreeable to the renewal of 74915 O4 for National Incident Based Reporting System (NIBRS) Repository March 30, 2022 through March 29, 2023.

Signature *Del Khalife*  
42BE0B0C8BF04ED...

Title VP

Date 2/22/2022

Amara Block, Interim Materiel Administrator

Department of Administrative Services | MATERIEL DIVISION

1526 K Street, Ste. 130  
Lincoln, Nebraska 68508

OFFICE 402-471-6500  
FAX 402-471-2089

[das.nebraska.org](http://das.nebraska.org)

# STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**74915 04**

PAGE 1 of 5	ORDER DATE 07/25/17
BUSINESS UNIT 78982800	BUYER CONNIE HEINRICHS (AS)
VENDOR NUMBER: 2338958	
VENDOR ADDRESS:  BEYOND 20-20 INC 265 CARLING AVE STE 300 OTTAWA ON K1S 2E1 CANADA	

THE CONTRACT PERIOD IS:

**MARCH 30, 2017 THROUGH MARCH 29, 2022**

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5408 Z1

Contract to supply and deliver a version of a commercial NIBRS (National Incident Based Reporting System) Repository meeting specific needs of Nebraska to the State of Nebraska as per the attached specifications for a five (5) year period from date of award. The contract may be renewed for five (5) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Del Khalife  
Phone: (613) 563-3993 Ext. 252  
E-Mail: del@beyond2020.com

(03/28/17 wc)

AMENDMENT ONE (1) AS ATTACHED (07/25/17 wc)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
2	SUPPORT AND MAINTENANCE Support and maintenance per year, encompassing all installed software to begin after post Go-Live sign off as defined in the RFP. Once maintenance begins after Go-Live sign off, it will be prorated to coincide with the end of the fiscal year which is June 30th.	5.0000	YR	43,000.0000	215,000.00
3	SENIOR APPLICATION DEVELOPER	96.0000	HR	160.0000	15,360.00
4	INTERMEDIATE APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	72.0000	HR	135.0000	9,720.00
5	JUNIOR APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	144.0000	HR	100.0000	14,400.00

7/25/17  
pk  
Connie Heinrichs  
BUYER  
Dana Wilson 28 JULY 17  
MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
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**CONTRACT NUMBER**  
**74915 04**

PAGE 2 of 5	ORDER DATE 07/25/17
BUSINESS UNIT 78982800	BUYER CONNIE HEINRICHS (AS)
VENDOR NUMBER: 2338958	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
6	DATA ARCHITECT	168.0000	HR	200.0000	33,600.00
7	REPORT DEVELOPER	472.0000	HR	90.0000	42,480.00
8	QA TESTER	620.0000	HR	90.0000	55,800.00
9	SYSTEMS OPERATIONS	244.0000	HR	65.0000	15,860.00
10	BUSINESS ANALYST	288.0000	HR	200.0000	57,600.00
11	OPTIONAL RENEWAL PERIOD ONE SUPPORT AND MAINTENANCE Support and maintenance per year, encompassing all installed software to begin after post Go-Live sign off as defined in the RFP. Once maintenance begins after Go-Live sign off, it will be prorated to coincide with the end of the fiscal year which is June 30th.	1.0000	YR	43,000.0000	43,000.00
12	SENIOR APPLICATION DEVELOPER	8.0000	HR	160.0000	1,280.00
13	INTERMEDIATE APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	4.0000	HR	135.0000	540.00
14	JUNIOR APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	16.0000	HR	100.0000	1,600.00
15	DATA ARCHITECT	20.0000	HR	200.0000	4,000.00
16	REPORT DEVELOPER	80.0000	HR	90.0000	7,200.00
17	QA TESTER	20.0000	HR	90.0000	1,800.00
18	SYSTEMS OPERATIONS	16.0000	HR	65.0000	1,040.00
19	BUSINESS ANALYST	24.0000	HR	200.0000	4,800.00
20	OPTIONAL RENEWAL PERIOD TWO SUPPORT AND MAINTENANCE Support and maintenance per year, encompassing all installed software to begin after post Go-Live sign off as defined in the RFP. Once maintenance begins after Go-Live sign off, it will be prorated to coincide with the end of the fiscal year which is June 30th.	1.0000	YR	43,000.0000	43,000.00
21	SENIOR APPLICATION DEVELOPER	32.0000	HR	160.0000	5,120.00

  
BUYER INITIALS

# STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**74915 04**

PAGE  
3 of 5  
BUSINESS UNIT  
78982800

ORDER DATE  
07/25/17  
BUYER  
CONNIE HEINRICHS (AS)

VENDOR NUMBER: 2338958

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
22	INTERMEDIATE APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	24.0000	HR	135.0000	3,240.00
23	JUNIOR APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	48.0000	HR	100.0000	4,800.00
24	DATA ARCHITECT	56.0000	HR	200.0000	11,200.00
25	REPORT DEVELOPER	158.0000	HR	90.0000	14,220.00
26	QA TESTER	208.0000	HR	90.0000	18,720.00
27	SYSTEMS OPERATIONS	80.0000	HR	65.0000	5,200.00
28	BUSINESS ANALYST	96.0000	HR	200.0000	19,200.00
29	OPTIONAL RENEWAL PERIOD THREE SUPPORT AND MAINTENANCE Support and maintenance per year, encompassing all installed software to begin after post Go-Live sign off as defined in the RFP. Once maintenance begins after Go-Live sign off, it will be prorated to coincide with the end of the fiscal year which is June 30th.	1.0000	YR	43,000.0000	43,000.00
30	SENIOR APPLICATION DEVELOPER	8.0000	HR	160.0000	1,280.00
31	INTERMEDIATE APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	4.0000	HR	135.0000	540.00
32	JUNIOR APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	16.0000	HR	100.0000	1,600.00
33	DATA ARCHITECT	20.0000	HR	200.0000	4,000.00
34	REPORT DEVELOPER	80.0000	HR	90.0000	7,200.00
35	QA TESTER	20.0000	HR	90.0000	1,800.00
36	SYSTEMS OPERATIONS	16.0000	HR	65.0000	1,040.00
37	BUSINESS ANALYST	24.0000	HR	200.0000	4,800.00

  
BUYER INITIALS

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**CONTRACT NUMBER**  
**74915 04**

PAGE 4 of 5	ORDER DATE 07/25/17
BUSINESS UNIT 78982800	BUYER CONNIE HEINRICHS (AS)
VENDOR NUMBER: 2338958	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
38	OPTIONAL RENEWAL PERIOD FOUR SUPPORT AND MAINTENANCE Support and maintenance per year, encompassing all installed software to begin after post Go-Live sign off as defined in the RFP. Once maintenance begins after Go-Live sign off, it will be prorated to coincide with the end of the fiscal year which is June 30th.	1.0000	YR	43,000.0000	43,000.00
39	SENIOR APPLICATION DEVELOPER	32.0000	HR	160.0000	5,120.00
40	INTERMEDIATE APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	24.0000	HR	135.0000	3,240.00
41	JUNIOR APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	48.0000	HR	100.0000	4,800.00
42	DATA ARCHITECT	56.0000	HR	200.0000	11,200.00
43	REPORT DEVELOPER	158.0000	HR	90.0000	14,220.00
44	QA TESTER	208.0000	HR	90.0000	18,720.00
45	SYSTEMS OPERATIONS	80.0000	HR	65.0000	5,200.00
46	BUSINESS ANALYST	96.0000	HR	200.0000	19,200.00
47	OPTIONAL RENEWAL PERIOD FIVE SUPPORT AND MAINTENANCE Support and maintenance per year, encompassing all installed software to begin after post Go-Live sign off as defined in the RFP. Once maintenance begins after Go-Live sign off, it will be prorated to coincide with the end of the fiscal year which is June 30th.	1.0000	YR	43,000.0000	43,000.00
48	SENIOR APPLICATION DEVELOPER	8.0000	HR	160.0000	1,280.00
49	INTERMEDIATE APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	4.0000	HR	135.0000	540.00
50	JUNIOR APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	16.0000	HR	100.0000	1,600.00
51	DATA ARCHITECT	20.0000	HR	200.0000	4,000.00

  
**BUYER INITIALS**



# STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

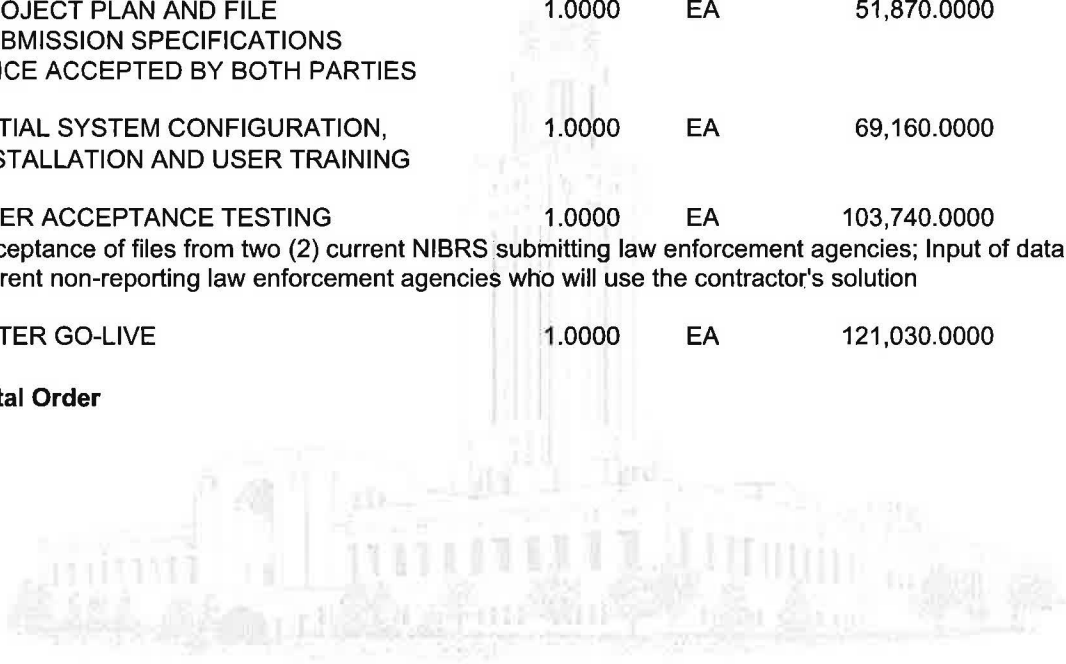
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
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**CONTRACT NUMBER**  
**74915 04**

PAGE 5 of 5	ORDER DATE 07/25/17
BUSINESS UNIT 78982800	BUYER CONNIE HEINRICHS (AS)
VENDOR NUMBER: 2338958	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
52	REPORT DEVELOPER	80.0000	HR	90.0000	7,200.00
53	QA TESTER	20.0000	HR	90.0000	1,800.00
54	SYSTEMS OPERATIONS	16.0000	HR	65.0000	1,040.00
55	BUSINESS ANALYST	24.0000	HR	200.0000	4,800.00
56	PROJECT PLAN AND FILE SUBMISSION SPECIFICATIONS ONCE ACCEPTED BY BOTH PARTIES	1.0000	EA	51,870.0000	51,870.00
57	INITIAL SYSTEM CONFIGURATION, INSTALLATION AND USER TRAINING	1.0000	EA	69,160.0000	69,160.00
58	USER ACCEPTANCE TESTING Acceptance of files from two (2) current NIBRS submitting law enforcement agencies; Input of data from two (2) current non-reporting law enforcement agencies who will use the contractor's solution	1.0000	EA	103,740.0000	103,740.00
59	AFTER GO-LIVE	1.0000	EA	121,030.0000	121,030.00
<b>Total Order</b>					<b>1,250,800.00</b>



*ch*  
BUYER INITIALS

AMENDMENT One  
74915 O4

Commercial NIBRS (National Incident Based Reporting System) Repository meeting specific  
needs for the State of Nebraska

Between  
The State of Nebraska and Beyond 20/20 Inc.

This Amendment (the "Amendment") is made by the State of Nebraska and Beyond 20/20 Inc., parties to Contract 74915 O4 (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

Delete Line 1 in its entirety and add the following lines:

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
56	Project Plan and File Submission Specifications once accepted by both parties	1	EA	\$51,870	\$51,870
57	Initial System Configuration, Installation and User Training	1	EA	\$69,160	\$69,160
58	User Acceptance Testing Acceptance of files from two (2) current NIBRS submitting law enforcement agencies; Input of data from two (2) current non-reporting law enforcement agencies who will use the contractor's solution	1	EA	\$103,740	\$103,740
59	After Go-Live	1	EA	\$121,030	\$121,030

This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

Contractor: Beyond 20/20 Inc.

By: Douglas Wilken

By: Chris Bonyun

Name: Douglas Wilken

Name: CHRIS BONYUN

Title: Material Administrator

Title: CEO

Date: 24 July 17

Date: 12-JUL-2017

# STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

PAGE 1 of 4	ORDER DATE 03/28/17
BUSINESS UNIT 78982800	BUYER CONNIE HEINRICHS (AS)
VENDOR NUMBER: 2338958	
VENDOR ADDRESS:  BEYOND 20-20 INC 265 CARLING AVE STE 300 OTTAWA ON K1S 2E1 CANADA	

**CONTRACT NUMBER**  
**74915 04**

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

**MARCH 30, 2017 THROUGH MARCH 29, 2022**

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5408 Z1

Contract to supply and deliver a version of a commercial NIBRS (National Incident Based Reporting System) Repository meeting specific needs of Nebraska to the State of Nebraska as per the attached specifications for a five (5) year period from date of award. The contract may be renewed for five (5) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Del Khalife  
Phone: (613) 563-3993 Ext. 252  
E-Mail: del@beyond2020.com

(03/28/17 wc)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	REPOSITORY SOFTWARE, INSTALLATION, DATA MIGRATION, Repository Software, installation, data migration, configuration, testing, internal deployment and Go-Live	1.0000	EA	345,800.0000	345,800.00
2	SUPPORT AND MAINTENANCE Support and maintenance per year, encompassing all installed software to begin after post Go-Live sign off as defined in the RFP. Once maintenance begins after Go-Live sign off, it will be prorated to coincide with the end of the fiscal year which is June 30th.	5.0000	YR	43,000.0000	215,000.00
3	SENIOR APPLICATION DEVELOPER	96.0000	HR	160.0000	15,360.00
4	INTERMEDIATE APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	72.0000	HR	135.0000	9,720.00
5	JUNIOR APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	144.0000	HR	100.0000	14,400.00

3/28/17  
PK *Connie Heinrichs* 3/28/17  
BUYER  
3/30/17  
MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

PAGE 2 of 4	ORDER DATE 03/28/17
BUSINESS UNIT 78982800	BUYER CONNIE HEINRICHS (AS)
VENDOR NUMBER: 2338958	

**CONTRACT NUMBER**  
**74915 04**

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
6	DATA ARCHITECT	168.0000	HR	200.0000	33,600.00
7	REPORT DEVELOPER	472.0000	HR	90.0000	42,480.00
8	QA TESTER	620.0000	HR	90.0000	55,800.00
9	SYSTEMS OPERATIONS	244.0000	HR	65.0000	15,860.00
10	BUSINESS ANALYST	288.0000	HR	200.0000	57,600.00
11	OPTIONAL RENEWAL PERIOD ONE SUPPORT AND MAINTENANCE Support and maintenance per year, encompassing all installed software to begin after post Go-Live sign off as defined in the RFP. Once maintenance begins after Go-Live sign off, it will be prorated to coincide with the end of the fiscal year which is June 30th.	1.0000	YR	43,000.0000	43,000.00
12	SENIOR APPLICATION DEVELOPER	8.0000	HR	160.0000	1,280.00
13	INTERMEDIATE APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	4.0000	HR	135.0000	540.00
14	JUNIOR APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	16.0000	HR	100.0000	1,600.00
15	DATA ARCHITECT	20.0000	HR	200.0000	4,000.00
16	REPORT DEVELOPER	80.0000	HR	90.0000	7,200.00
17	QA TESTER	20.0000	HR	90.0000	1,800.00
18	SYSTEMS OPERATIONS	16.0000	HR	65.0000	1,040.00
19	BUSINESS ANALYST	24.0000	HR	200.0000	4,800.00
20	OPTIONAL RENEWAL PERIOD TWO SUPPORT AND MAINTENANCE Support and maintenance per year, encompassing all installed software to begin after post Go-Live sign off as defined in the RFP. Once maintenance begins after Go-Live sign off, it will be prorated to coincide with the end of the fiscal year which is June 30th.	1.0000	YR	43,000.0000	43,000.00
21	SENIOR APPLICATION DEVELOPER	32.0000	HR	160.0000	5,120.00
22	INTERMEDIATE APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	24.0000	HR	135.0000	3,240.00

  
BUYER INITIALS

# STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

PAGE 3 of 4	ORDER DATE 03/28/17
BUSINESS UNIT 78982800	BUYER CONNIE HEINRICHS (AS)
VENDOR NUMBER: 2338958	

**CONTRACT NUMBER**  
**74915 04**

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
23	JUNIOR APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	48.0000	HR	100.0000	4,800.00
24	DATA ARCHITECT	56.0000	HR	200.0000	11,200.00
25	REPORT DEVELOPER	158.0000	HR	90.0000	14,220.00
26	QA TESTER	208.0000	HR	90.0000	18,720.00
27	SYSTEMS OPERATIONS	80.0000	HR	65.0000	5,200.00
28	BUSINESS ANALYST	96.0000	HR	200.0000	19,200.00
29	OPTIONAL RENEWAL PERIOD THREE SUPPORT AND MAINTENANCE Support and maintenance per year, encompassing all installed software to begin after post Go-Live sign off as defined in the RFP. Once maintenance begins after Go-Live sign off, it will be prorated to coincide with the end of the fiscal year which is June 30th.	1.0000	YR	43,000.0000	43,000.00
30	SENIOR APPLICATION DEVELOPER	8.0000	HR	160.0000	1,280.00
31	INTERMEDIATE APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	4.0000	HR	135.0000	540.00
32	JUNIOR APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	16.0000	HR	100.0000	1,600.00
33	DATA ARCHITECT	20.0000	HR	200.0000	4,000.00
34	REPORT DEVELOPER	80.0000	HR	90.0000	7,200.00
35	QA TESTER	20.0000	HR	90.0000	1,800.00
36	SYSTEMS OPERATIONS	16.0000	HR	65.0000	1,040.00
37	BUSINESS ANALYST	24.0000	HR	200.0000	4,800.00
38	OPTIONAL RENEWAL PERIOD FOUR SUPPORT AND MAINTENANCE Support and maintenance per year, encompassing all installed software to begin after post Go-Live sign off as defined in the RFP. Once maintenance begins after Go-Live sign off, it will be prorated to coincide with the end of the fiscal year which is June 30th.	1.0000	YR	43,000.0000	43,000.00
39	SENIOR APPLICATION DEVELOPER	32.0000	HR	160.0000	5,120.00

  
BUYER INITIALS

# STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
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PAGE 4 of 4	ORDER DATE 03/28/17
BUSINESS UNIT 78982800	BUYER CONNIE HEINRICHS (AS)
VENDOR NUMBER: 2338958	

**CONTRACT NUMBER**  
**74915 04**

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
40	INTERMEDIATE APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	24.0000	HR	135.0000	3,240.00
41	JUNIOR APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	48.0000	HR	100.0000	4,800.00
42	DATA ARCHITECT	56.0000	HR	200.0000	11,200.00
43	REPORT DEVELOPER	158.0000	HR	90.0000	14,220.00
44	QA TESTER	208.0000	HR	90.0000	18,720.00
45	SYSTEMS OPERATIONS	80.0000	HR	65.0000	5,200.00
46	BUSINESS ANALYST	96.0000	HR	200.0000	19,200.00
47	OPTIONAL RENEWAL PERIOD FIVE SUPPORT AND MAINTENANCE Support and maintenance per year, encompassing all installed software to begin after post Go-Live sign off as defined in the RFP. Once maintenance begins after Go-Live sign off, it will be prorated to coincide with the end of the fiscal year which is June 30th.	1.0000	YR	43,000.0000	43,000.00
48	SENIOR APPLICATION DEVELOPER	8.0000	HR	160.0000	1,280.00
49	INTERMEDIATE APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	4.0000	HR	135.0000	540.00
50	JUNIOR APPLICATION DEVELOPER ETL DATA MODELER Select title as appropriate.	16.0000	HR	100.0000	1,600.00
51	DATA ARCHITECT	20.0000	HR	200.0000	4,000.00
52	REPORT DEVELOPER	80.0000	HR	90.0000	7,200.00
53	QA TESTER	20.0000	HR	90.0000	1,800.00
54	SYSTEMS OPERATIONS	16.0000	HR	65.0000	1,040.00
55	BUSINESS ANALYST	24.0000	HR	200.0000	4,800.00
<b>Total Order</b>					<b>1,250,800.00</b>

*ch*  
BUYER INITIALS



ADDENDUM ONE to Contract Award  
Terms and Conditions  
Contract 74915 O4 A Version of a Commercial NIBRS (National Incident Based Reporting System) Repository  
Meeting Specific Needs of Nebraska  
Between  
The State of Nebraska and Beyond 20/20 Inc.

The following Terms and Conditions, Addendum One of Contract 74915 O4 have been reviewed and agreed upon between Beyond 20/20 Inc. "Contractor" and the State of Nebraska "State". This addendum will become part of the contract for A Version of a Commercial NIBRS (National Incident Based Reporting System) Repository Meeting Specific Needs of Nebraska. The terms and conditions of this Addendum shall supersede, prevail and govern in the case of any inconsistencies with the Terms and Conditions indicated in Section III of the Request for Proposal, except that any section herein marked "Reserved" shall have no effect on the Terms and Conditions indicated in Section III of the Request for Proposal.

By signing this Addendum the Contractor guarantees compliance with the provisions stated herein, agrees to the terms and conditions and certifies Contractor maintains a drug free work place environment.

**A. GENERAL**

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal, signed in ink
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

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 with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

**B. RESERVED**

**C. 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 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this Request for Proposal.

**D. PERMITS, REGULATIONS, LAWS**

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

**E. OWNERSHIP OF INFORMATION AND DATA**

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

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

**F. INSURANCE REQUIREMENTS**

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor(s). The Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any Subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

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.

Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this section.

**1. WORKERS' COMPENSATION INSURANCE**

If Contractor sends employees to the State of Nebraska the Contractor will purchase Workers' Compensation insurance meeting the statutory limits for the State of Nebraska from an insurance provider registered to write coverage in the State of Nebraska. Should Contractor engage sub-contractors to perform work required by this contract in the State of Nebraska the Contractor will verify that the sub-contractor has Workers' Compensation insurance meeting the statutory limits for the State of Nebraska. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

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

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

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

3. **INSURANCE COVERAGE AMOUNTS REQUIRED**

<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$5,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$2,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$10,000 any one person
Damage to Rented Premises	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
<b><i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i></b>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$2,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
<b>SUBROGATION WAIVER</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>LIABILITY WAIVER</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory."	

**4. EVIDENCE OF COVERAGE**

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-2089 (fax)

Administrative Services  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508

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

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**G. COOPERATION WITH OTHER CONTRACTORS**

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

**H. INDEPENDENT CONTRACTOR**

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

**I. CONTRACTOR RESPONSIBILITY**

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Subcontractor's services, the Subcontractor's level of effort, tasks, and time allocation must 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 State. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

**J. CONTRACTOR PERSONNEL**

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work on the project.

Personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

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

In respect to its employees, the Contractor agrees to be responsible for the following:

1. any and all 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 and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

**K. CONTRACT CONFLICTS**

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.

**L. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION**

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

**M. CONFLICT OF INTEREST**

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder 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 appearance of conflict of interest.

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

**N. RESERVED**

**O. ERRORS AND OMISSIONS**

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

**P. BEGINNING OF WORK**

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

**Q. ASSIGNMENT BY THE STATE**

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

**R. ASSIGNMENT BY THE CONTRACTOR**

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

**S. RESERVED**

**T. GOVERNING LAW**

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

**U. ATTORNEY'S FEES**

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

**V. 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 State. News releases pertaining to the project shall not be issued without prior written approval from the State.

**W. 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.



**X. 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 between the State and the Contractor.

**Y. NOTIFICATION**

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II.A. Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.
2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

**Z. EARLY TERMINATION**

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:

- a. if directed to do so by statute;
- b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
- c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
- d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
- e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
- f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- g. Contractor intentionally discloses confidential information;
- h. Contractor has or announces it will discontinue support of the deliverable;
- i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
- j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

**AA. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. 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.

**BB. BREACH BY CONTRACTOR**

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

**CC. ASSURANCES BEFORE BREACH**

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

**DD. ADMINISTRATION – CONTRACT TERMINATION**

1. Contractor must provide confirmation that upon contract termination all deliverables prepared in accordance with this agreement shall become the property of the State of Nebraska; subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.
2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information 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.

**EE. PERFORMANCE BOND**

The Contractor will be required to supply a cashier's check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the bond shall be \$200,000.00. The bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

**FF. FORCE MAJEURE**

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

**GG. PROHIBITION AGAINST ADVANCE PAYMENT**

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

**HH. PAYMENT**

State 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 State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

## **II. INVOICES**

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. This is to include invoice date, the date range the invoice covers (although not less than a month), and task(s) completed. Invoices are to be submitted electronically to a designee; The Project Director is to be copied on the invoice submission. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

## **JJ. RIGHT TO AUDIT**

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those Subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

## **KK. TAXES**

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

**LL. INSPECTION AND APPROVAL**

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

**MM. CHANGES IN SCOPE/CHANGE ORDERS**

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. 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, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification. Changes or additions to the contract beyond the scope of the RFP are not permitted.

**NN. 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 particular provision held to be invalid.

**OO. CONFIDENTIALITY**

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

It is incumbent upon the Contractor to inform its 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 to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, 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.

**PP. RESERVED**

**QQ. RESERVED**

**RR. STATEMENT OF NON-COLLUSION**

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

**SS. PRICES**

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the Request for Proposal is cancelled.

Prices quoted on the Cost Proposal form shall remain fixed for the initial contract period of the contract. The State will be given full proportionate benefit of any price decrease during the term of the contract.

Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

**TT. RESERVED**

**UU. RESERVED**

**VV. INDEMNIFICATION**

**1. GENERAL**

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") 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 ("the claims"), sustained or asserted against the State, 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, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.



**2. INTELLECTUAL PROPERTY**

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

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

**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 provided by the Contractor.

**4. SELF-INSURANCE**

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

**WW. NEBRASKA TECHNOLOGY ACCESS STANDARDS**

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

**XX. ANTITRUST**

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

**YY. DISASTER RECOVERY/BACK UP PLAN**

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, 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.

**ZZ. 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 the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

**AAA. RECYCLING**

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. § 81-15,159.

**BBB. DRUG POLICY**

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

**CCC. EMPLOYEE WORK ELIGIBILITY STATUS**

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>  
  
The completed United States Attestation Form should be submitted with the Request for Proposal response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. 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.

**DDD. RESERVED**

**EEE. POLITICAL SUB-DIVISIONS**

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as

"all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

This Addendum and any attachments hereto will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Contract or any earlier Addendum, the terms of this Addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

By: 

Name: Bo Botelho

Title: Materiel Administrator

Date: 3/30/17

Contractor: Beyond 20/20 Inc.

By: 

Name: CHRIS BOUVIER

Title: CEO

Date: 12-Dec-2016

**For public information purposes only; not part of contract.**

**Request for Proposal Number 5408 Z1**  
**Contract Number 74915 O4**  
**Proposal Opening: September 26, 2016**

In accordance with Nebraska Revised Statutes §84.712.05(3), the following material(s) has not been included due to it being marked proprietary.

Beyond 20/20 Inc.

1. Financial Statements



# National State Repository and Reporting Proposal Cost Proposal Solicitation Number RFP 5408Z1

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Prepared for:

Connie Heinrichs and Nancy Storant  
State of Nebraska (State Purchasing Bureau)  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508  
Phone: 402-471-6500  
Fax: 402-471-2089  
Sept 26<sup>th</sup> 2016



**National State Repository and Reporting Proposal  
Cost Proposal  
Solicitation Number RFP 5408Z1**

---

Prepared for:

Connie Heinrichs and Nancy Storant  
State of Nebraska (State Purchasing Bureau)  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508  
Phone: 402-471-6500  
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Sept 26<sup>th</sup> 2016



Form A  
Bidder Contact Sheet  
Request for Proposal Number 5408 Z1

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

Preparation of Response Contact Information	
Bidder Name:	Beyond 20/20 Inc.
Bidder Address:	265 Carling Ave. Ottawa, Ontario Canada K1S2E1
Contact Person & Title:	Del Khalife, Director of Business Development
E-mail Address:	Del@beyond2020.com
Telephone Number (Office):	613-563-3993 ext 252
Telephone Number (Cellular):	613-867-7340
Fax Number:	613-563-7233

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

Communication with the State Contact Information	
Bidder Name:	Beyond 20/20 Inc.
Bidder Address:	265 Carling Ave. Ottawa, Ontario Canada K1S2E1
Contact Person & Title:	Del Khalife, Director of Business Development
E-mail Address:	Del@beyond2020.com
Telephone Number (Office):	613-563-3993 ext 252
Telephone Number (Cellular):	613-867-7340
Fax Number:	613-563-7233

## ATTACHMENT D

## Revised Cost Proposal Sheet - RFP 5408 Z1

Bidders shall provide their proposed costs below. The costs must be guaranteed for the initial contract period. The contract has the option to be renewed for five (5) additional one (1) year periods, as mutually agreed upon by the State and the contractor. Please indicate pricing for all renewal periods for support and maintenance. At renewal time rates may increase no more than 5% upon mutual written agreement by Contractor and Crime Commission, and be accompanied by documentation justifying the price increase. All increases shall be calculated against the previous period's price and agreed upon in writing between the State and the Contractor upon renewal.

## BUSINESS SERVICES FILING SYSTEM PRICING SPREADSHEET

Line #	Pricing Spreadsheet	Initial Contract Period
1	Repository Software, installation, data migration, configuration, testing, internal deployment and Go-Live	\$345,800.00

[illegible]

4	Any costs relating to external statistical software included in the bidder's proposal. Pricing from Form D.2.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5	Any costs relating to external hardware costs and/or requirements included in the bidder's proposal. Pricing from Form D.3.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**FIRM: \_\$345,800.00\_**

## Form D.1

Any costs relating to external RMS software included in the bidder's proposal.

Software required for **Bidder** to support solution.

Detailed specifications are required.

Qty	Item (version, model number, etc.)	Description/Purpose	Total
	<b>RMS Software</b> (Example)		
	Sub-Total		
	Total		

## Form D.2

Any costs relating to external statistical software included in the bidder's proposal.

External Software required for **Bidder** to support solution.

Detailed specifications are required.

Qty	Item (version, model number, etc.)	Description/Purpose	Total
	<b>External Software</b>		
	Sub-Total		

	Total		
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## Form D.3

Any costs relating to external hardware costs and/or requirements included in the bidder's proposal.

Hardware required for **Bidder** to support solution.

Detailed specifications are required.

**Bidder response: We have not included any prices for hardware in the proposed cost above. It is assumed that the Crime Commission will provide this hardware from the existing environment of virtual servers. The recommended hardware configuration is described below.**

Qty	Item (version, model number, etc.)	Description/Purpose	Total
	<b>Hardware</b>		
1	Quad 2.10 Ghz CPU (Intel Xeon (r) 5.2620 v2) 4 gigs RAM 100 gigs HD Windows 2012 R2	Web Server - Dell R430	\$0
1	Quad 2.10 Ghz CPU (Intel Xeon (r) 5.2620 v2) 16 Gigs RAM 100 Gigs HD for System, and 500 Gigs Hard Drive for Application/Data	SQL Server – Dell R530 Dell R530 (includes 1,992.97\$ and 950,28\$ for SQL Standard, and 680.53\$ for Windows 2012R2 Standard)	\$0
	Sub-Total		
	Total		

NOTE: Crime Commission reserves the right to procure hardware through State purchasing contracts, if desired.



## Optional Services

### Pricing Spreadsheet for Consulting Services

Provide the hourly rate for additional consulting services to the Crime Commission. All travel expenses must be included in the hourly rate. There is no guarantee regarding the number of hours that will be used.

The bidder must list each role/title and provide an hourly rate. These rates are fixed for the initial term of the contract. At renewal time, rates may increase by no more than 5% with supporting justification for any increase.

Role/title	Hourly rate
1. Senior application developer	\$160.00
2. Intermediate application developer / ETL / Data modeler (select title as appropriate)	\$135.00
3. Junior application developer / ETL / Data modeler (select title as appropriate)	\$100.00
4. Data architect	\$200.00
5. Report developer	\$90.00
6. QA Tester	\$90.00
7. Systems operations	\$65.00
10. Business analyst	\$200.00



# National State Repository and Reporting Proposal

## Technical Documentation

### Solicitation Number RFP 5408Z1

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Prepared for:

Connie Heinrichs and Nancy Storant  
State of Nebraska (State Purchasing Bureau)  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508  
Phone: 402-471-6500  
Fax: 402-471-2089  
Sept 26<sup>th</sup> 2016

JANET SMITH  
BEYOND 20/20 INC.  
PHONE: 613-563-3993  
265 CARLING AVE  
UNIT: 300  
OTTAWA  
ON K1S2E1  
CANADA

**3 LBS 1 OF 1**  
SHP#: 6764 6XSS SZY  
SHP WT: 3 LBS  
SHP DWT: 4 LBS  
DATE: 20 SEP 2016



**NE 685 0-01**



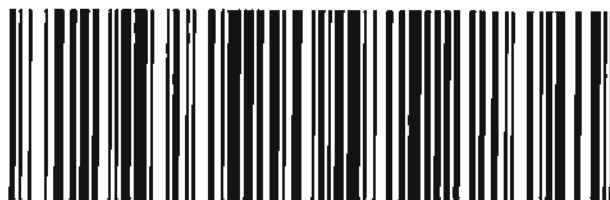
**SHIP TO:**

CONNIE HEINRICHS AND NANCY STORANT  
STATE OF NEBR. - STATE PURCH BUREAU  
402-471-6500  
1526 K STREET  
SUITE 130  
LINCOLN  
NE 68508  
UNITED STATES

**UPS SAVER**

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# National Incident-Based Reporting System

## State Repository and Reporting Proposal

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Prepared for:

Connie Heinrichs and Nancy Storant  
State of Nebraska (State Purchasing Bureau)  
Solicitation Number RFP 5408Z1  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508  
Phone: 402-471-6500  
Fax: 402-471-2089

Prepared by:

Del Khalife

September 26, 2016

**State of Nebraska (State Purchasing Bureau)**  
**REQUEST FOR PROPOSAL FOR CONTRACTUAL**  
**SERVICES FORM**

RETURN TO:  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508  
Phone: 402-471-6500  
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
RFP 5408 Z1	August 10, 2016
OPENING DATE AND TIME	PROCUREMENT CONTACT
September 20, 2016 2:00 p.m. Central Time	Connie Heinrichs/Nancy Storant

This form is part of the specification package and must be signed in ink and returned, along with proposal documents, by the opening date and time specified.

**PLEASE READ CAREFULLY!**

**SCOPE OF SERVICE**

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau, is issuing this Request for Proposal, RFP Number 5408 Z1 for the purpose of selecting a qualified contractor to provide a version of a commercial NIBRS (National Incident Based Reporting System) Repository meeting specific needs of Nebraska.

Written questions are due no later than August 22, 2016, and should be submitted via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov). Written questions may also be sent by facsimile to (402) 471-2089.

A Pre-Proposal Tele-Conference will be held on Wednesday, August 24, 2016 at 10:00 am.

Bidder should submit one (1) original of the entire proposal. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing Bureau by the date and time of proposal opening per the schedule of events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order for a bidder's proposal to be evaluated.
3. 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. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.02, all State contracts in effect as of January 1, 2014, and all contracts entered into thereafter, will be posted to a public website. Beginning July 1, 2014, all contracts will be posted to a public website managed by the Department of Administrative Services.

In addition, all responses to Requests for Proposals will be posted to the Department of Administrative Services public website. The public posting will include figures, illustrations, photographs, charts, or other supplementary material. Proprietary information identified and marked according to state law is exempt from posting. To exempt proprietary information you must submit a written showing that the release of the information would give an advantage to named business competitor(s) and show that the named business competitor(s) will gain a demonstrated advantage by disclosure of information. The mere assertion that information is proprietary is not sufficient. (Attorney General Opinion No. 92068, April 27, 1992) The agency will then determine if the interests served by nondisclosure outweigh any public purpose served by disclosure. Cost proposals will not be considered proprietary.

To facilitate such public postings, 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 response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a response to this RFP, specifically waives any copyright or other protection the contract or response to the RFP may have; and, acknowledge that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a response to this RFP and award of the contract. Failure to agree to the reservation and waiver of protection will result in the response to the RFP being non-conforming and rejected.

Any entity awarded a contract or submitting a RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify, hold, and save 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 ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of contracts, RFPs and related documents.

## BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

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

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

\_\_\_\_ 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.

FIRM: Beyond 20/20 Inc.

COMPLETE ADDRESS: 265 Carling Ave., Suite 300, Ottawa, Ontario Canada K1S 2E1

TELEPHONE NUMBER: 613-563-3993 ext. 252 FAX NUMBER: 613-563-7233

SIGNATURE:  DATE: 16-Sep-2016

TYPED NAME & TITLE OF SIGNER: Chris Bonyun, CEO

SPB RFP Revised: 01/29/2016

Form A  
Bidder Contact Sheet  
Request for Proposal Number 5408 Z1

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

Preparation of Response Contact Information	
Bidder Name:	Beyond 20/20 Inc.
Bidder Address:	265 Carling Ave. Ottawa, Ontario Canada K1S2E1
Contact Person & Title:	Del Khalife, Director of Business Development
E-mail Address:	<a href="mailto:Del@beyond2020.com">Del@beyond2020.com</a>
Telephone Number (Office):	613-563-3993 ext 252
Telephone Number (Cellular):	613-867-7340
Fax Number:	613-563-7233

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

Communication with the State Contact Information	
Bidder Name:	Beyond 20/20 Inc.
Bidder Address:	265 Carling Ave. Ottawa, Ontario Canada K1S2E1
Contact Person & Title:	Del Khalife, Director of Business Development
E-mail Address:	<a href="mailto:Del@beyond2020.com">Del@beyond2020.com</a>
Telephone Number (Office):	613-563-3993 ext 252
Telephone Number (Cellular):	613-867-7340
Fax Number:	613-563-7233





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## 2. CORPORATE OVERVIEW

### a. Bidder Identification and Information

Beyond 20/20 is a privately-held corporation, incorporated in the province of Ontario, Canada, with no parent company or subsidiaries. Our foreign tax ID number is 10254-4749 and our DUN5 number is 24-873-5102.

The company's address is:

265 Carling Avenue, Suite 300  
Ottawa, ON  
K1S 2E1  
Canada

Our website is [www.beyond2020.com](http://www.beyond2020.com), and we can be reached through the email address [sales@beyond2020.com](mailto:sales@beyond2020.com).

The contact for this RFP is the Director of Business Development:

Del Khalife  
[Del@beyond2020.com](mailto:Del@beyond2020.com)  
613-563-3993 x224

### b. Financial Statements

Beyond 20/20's latest financial statements (fiscal 2015) are included in the envelop marked "Proprietary". As a privately held company, these financial statements do not belong in the public domain. The company has been in business since 1987, and is profitable.

The banking contact for Beyond 20/20 is:

Nick Albright  
Commercial Account Manager  
Knowledge-Based Industries  
RBC Royal Bank  
Royal Bank of Canada  
90 Sparks Street, 2nd Floor,  
Ottawa, Ontario, K1P 5T6  
T. (613) 564-4734

### c. Change of Ownership

Beyond 20/20 does not anticipate any change of ownership in coming 12 months. If such a situation should arise Beyond 20/20 agrees to notify the State of Nebraska immediately and provide details of such an ownership change should it arise.

#### d. Office Location

Beyond 20/20 is headquartered at 265 Carling Avenue, Ottawa Ontario Canada. K1S2E1, where all work on this project will be performed.

#### e. Relationship with the State

Beyond 20/20 has had no previous dealing with the state of Nebraska including the last five years. No current contracts are in place with the State of Nebraska in any capacity.

#### f. Bidder's Employee Relations to State

Beyond 20/20 has never employed any former or current employee of the State of Nebraska.

#### g. Contract Performance

Beyond 20/20 has not undergone any contract terminations due to non-performance or poor performance, convenience, non-allocation of funds, or any other reason in the last 5 years. Beyond 20/20 has had no involvement in any litigation with any client over the past 5 years.

#### h. Summary of Bidder's Corporate Experience

Beyond 20/20 Inc. was formed in 1987 as a consulting firm specializing in data. The founding partners – all highly experienced in the field of socioeconomic and statistical computing – soon realized there was a need for innovative, easy-to-use software tools and the provision of expertise in the dissemination and manipulation of multidimensional data.

Our software is a comprehensive suite of dissemination, analysis and visualization products for organizational data, for the Internet and desktop environments. Our proven solutions can integrate with data warehousing products such as Microsoft's SQL Server Analysis Services, in providing a robust scalable web-based reporting solution. Our solutions have provided customers with the ability to dynamically access complex data through tabular presentations, maps and charts – allowing them to identify cycles, trends and geographic distributions.

Since Beyond 20/20 first developed a NIBRS reporting solution for the state of Vermont in 2004, we have always kept NIBRS accuracy and the associated business rules as a top priority. Our solution integrates best of breed software in order to deliver to our clients a single source for all NIBRS data collection and reporting. Our Crime Insight NIBRS reporting tool is implemented in eight states: Tennessee, South Carolina, Massachusetts, Vermont, Colorado, New Hampshire, Montana and North Dakota.

Our solution includes all data elements from the Federal NIBRS Guidelines in addition to supporting state-specific IBR elements. We work hard to stay current with NIBRS issues. We have been active in conferences with the Association of State Uniform Crime Reporting Programs (ASUCRP), Justice Research and Statistics Association (JRSA), and maintain regular

contact with our state clients regarding the anticipated changes to their NIBRS needs. We are also active members of the IJIS UCR subcommittee of the CJIS Programs Advisory Committee. As a result, we have developed a strong understanding of NIBRS and its intricacies for statistical reporting. Our venture into NIBRS repositories further reinforces our commitment to understanding the challenges faced with collecting and sharing NIBRS data.

In 2012, Beyond 20/20 expanded its solution to include a Repository that is used to collect the information. Many states have repository systems in place that do not completely meet their needs, and Beyond 20/20 is well positioned to help these states improve their ability to manage their incident-based reporting (NIBRS or state-specific variant) information.

Beyond 20/20 has done three NIBRS Repository implementations, as follows:

**1. Agency Name:** Massachusetts Executive Office of Public Safety & Security

**Address:** One Ashburton Place, Suite 611 Boston, MA 02108

**Contact:** Cliff Goodband

**Tel:** (617) 274-5570

**Email:** [Cliff.Goodband@State.MA.US](mailto:Cliff.Goodband@State.MA.US)

**Project Summary:** The goal of this project was the deployment of our NIBRS Repository solution into the MA environment that was already running our NIBRS Crime Reporting solution. As such, it was a partial implementation. The product was in its infancy, so we worked closely with the UCR Program Manager to ensure that the requirements were well understood. In addition to the standard Repository functionality (receive and validate files, submit to the FBI, statistical reporting), there was an additional requirement to convert NIBRS data to Summary. This included an export capability so that the Summary data could be included in a separate Summary database. Beyond 20/20 had previously implemented NIBRS to Summary conversion, but we needed to redesign it for the context of the Repository solution.

**Project Timeframe:** 01-Oct-2013 – 30-Jun-2014

**FBI Certification:** Certified Jul-2014

**Cost:** \$100,000 (Upgrade cost)

**2. Agency Name:** South Carolina Law Enforcement Division (SLED)

**Address:** P.O. Box 21398, Columbia, SC 29221

**Contact:** [Alexandra Perez-Caballero](mailto:Alexandra.Perez-Caballero@sled.sc.gov)

**Tel:** (603) 223-3869

**Email:** [acaballero@sled.sc.gov](mailto:acaballero@sled.sc.gov)

**Project Summary:** As with MA, the scope of this project was to upgrade the existing Beyond 20/20 Crime Reporting solution to include our Repository product. Although it appeared straightforward at first, the project ran into complications due to key state-

specific customizations that were required. The state has some state-specific offense codes that need to be converted from Group A offenses to Group B arrests in certain circumstances, and some incidents that should not be reported to the FBI at all. These requirements resulted in a complete redesign of the Repository solution, which delayed the project over 6 months. In January 2016, the State made its first submission to the FBI with a very low error rate. After three months of successful submissions, the State needed to address several quality control issues with the individual agencies that had submitted valid incidents but suspicious due to inconsistencies in the data. It took a few months for the State to resolve these issues, but they received certification in August 2016.

**Project Timeframe:** 01-Feb-2015 – 31-Dec-2015

**FBI Certification:** Certified Aug-2016

**Cost:** \$115,000 (Upgrade Cost)

**3. Agency Name:** NH Department of Safety

**Address:** 33 Hazen Drive, Concord, NH 03305

**Contact:** Karen E. Lamb

**Tel:** (603) 223-3869

**Email:** [Karen.Lamb@dos.nh.gov](mailto:Karen.Lamb@dos.nh.gov)

**Project Summary:** This, too, was an upgrade from the Beyond 20/20 Crime Reporting solution to a full NIBRS Repository. Of the three NIBRS Repositories implemented to date, the New Hampshire one was the simplest, and NH is collecting standard NIBRS data with no state-specific extensions. As the project was running concurrently with SC implementation, it was agreed that we would delay the implementation until after the database redesign for SC was complete. NH had its three successful submissions to the FBI completed in April 2016, but has been working through the outstanding Quality Control issues. Beyond 20/20 is not involved in this process, as it is a matter of getting confirmation from each agency about certain incidents. The FBI will not certify NH until these QC issues are resolved.

**Project Timeframe:** 01-Feb-2015 – 31-Dec-2015

**FBI Certification:** Pending, as of September 2016

**Cost:** \$100,000 (Upgrade Cost)

In addition to these projects, Beyond 20/20 has completed NIBRS Reporting projects for 5 other states including Vermont, Tennessee, Colorado, North Dakota and Montana. Beyond 20/20 would be pleased to provide references for these projects as well, but they have not been included here as they do not involve the NIBRS Repository solution.



## i. Summary of Bidder's Proposed Personnel / Management Approach

Beyond 20/20 understands the need to assign an experienced and dedicated project manager to the implementation of the repository solution. We feel this is even more crucial for a state that is in the process of transitioning to 100% NIBRS reporting. The assigned project manager will work as an extension of the Crime Commissions UCR program communicating effectively with all stake holders to ensure all state requirements are understood and represented in the project plan to be delivered shortly after contract execution.

When a new contract is initiated, Beyond 20/20 assigns at least two technical people to the team. In the early stages of the project, an experienced technical programmer-analyst will review the state-specific customizations by analyzing both the technical specifications and, more importantly, the structure of the existing database and files. This same analyst typically is also responsible for implementing the state-specific extensions in the Crime Insight database and validation rules, including the conversion to NIBRS which is often under-specified. Depending on resource availability, either the same programmer-analyst or another one will work on the load of the historical data. Once the historical data is loaded, one of our Business Intelligence developers will apply the state-specific customizations to the Reporting engine, ensuring that state-specific fields are available in the online analysis tool.

As a rule, when technical staff are assigned projects, they are not removed from the project until their task is complete.

Beyond 20/20 also has dedicated staff for verifying the results of the analysis (business analysis), testing the overall solution (quality assurance) and deployment to the customer's systems. The involvement of these people tends to be higher later in the project, but they remain aware of progress throughout the development cycle.

The project team is likely to consist of the personnel identified below. However, depending on the timing of the project, certain team members may be replaced by equivalent individuals. The key members of the team will be:

***Susan Leroux (Project Manager).*** Susan is a founder of the company and has been part of the Beyond 20/20 technical team since its inception in 1987. She has managed the original implementation of NIBRS solutions in six states and has the focus on ensuring that the accuracy of the data is utmost importance. If Susan is not available, she will be replaced by Chris Bonyun, the CEO of the company, who has managed NIBRS projects for all of our NIBRS clients.

***Stéphane Bouchard (Lead Developer).*** Stéphane has been with Beyond 20/20 since 1996 and has been working exclusively on Crime Insight for two years. The key skills that he brings to the project are experience with the data transformation tools, SQL database skills and a rich knowledge of the validation rules for NIBRS data. If Stéphane is not available, he will be replaced with Anatoly Cherkassky, who designed and implemented the initial Crime Insight repository solution.

**Tim Raizenne (Developer).** Tim would work with Stéphane on the NE-specific enhancements. This requires the same skills as Stéphane, but at a less senior level. He has been working on the South Carolina implementation and is familiar with the design of Crime Insight.

**Natalia Koutchina (Developer).** Natalia will be responsible for implementing the SQL Server Analysis Services cubes, the data model used by our Crime Insight ad hoc reporting environment. Natalia has 8 years of experience working with NIBRS data in the Analysis Services environment.

**Jennifer Yeates (Quality Assurance).** Jennifer will have responsibility for the overall quality of the solution. She has been doing QA on Beyond 20/20 solutions for over 20 years. The focus of her testing will be to ensure that the VA-specific elements are correctly implemented and that the core product functionality continues to perform well.

**Gilles Russell (Implementation and Operations).** Gilles and his team will be responsible for installing the software on the Beyond 20/20 servers, providing support for users of the system, and operating/monitoring the system. He has been with Beyond 20/20 for eight years and knows our software and Microsoft environments very well.

#### j. Subcontractors

Beyond 20/20 is the sole prime contractor of the Crime Insight Reporting and Repository. Beyond 20/20 will not subcontract any of the work involved in implementing, developing, designing or testing the Crime Insight Solutions for the State of Nebraska.

We anticipate using our existing staff to deliver this project. In the event that this project coincides with other implementations, we may need to hire additional staff, but would choose to employ permanently in our current office.



### 3. TECHNICAL APPROACH

#### a. Understanding of the Project Requirements

##### REQUIREMENTS OVERVIEW

Beyond 20/20 has a good, although incomplete, understanding the of the requirements for this project. In this section, we describe the Crime Insight product, which will form the basis of the solution we propose.

The key roles of any state NIBRS Repository solution can be summarized as follows:

- a) To allow individual jurisdictions to provide their incident-based data;
- b) To apply validation rules to the data to ensure that it meets the state and FBI requirements;
- c) To convert the data into the FBI-standard NIBRS format;
- d) To package the data and report it to the FBI;
- e) To report the results of the validation done both in the repository itself and by the FBI on the data submitted, to both the State program and the submitting agency; and
- f) To prepare the data for the web-based reporting.

The key roles of a NIBRS reporting solution are:

- a) To support the management of the overall process with operational reports;
- b) To facilitate statistical reporting (tables, charts, maps) on the NIBRS data, across all the different combinations of input fields;
- c) To support the generation of the annual "Crime in ..." publication;
- d) To help the state UCR program identify valid but suspicious data to be discussed with the submitting agencies; and
- e) To publish statistical information to the public and other interested parties in a carefully managed way.

In addition to the standard NIBRS functionality, the Crime Commission has requirements for the following:

- a) To allow users to enter/edit incidents manually, including the personal identification information that forms part of the Nebraska NIBRS+ content;

- b) To ensure that the NIBRS+ fields are provided to the NCJIS portal for onwards submission to other systems, such as N-DEX;
- c) To allow for the conversion of the provided incident-based data to UCR Summary format so that state-wide totals may be calculated.

Beyond 20/20 has a proposed solution that will address the first two of these points, and a variety of options to address the last point. The integration with the existing Summary processing may be accomplished in many different way, depending on the exact end result desired by the Crime Commission. The fixed price proposed by Beyond 20/20 applies to any of these configuration options, but it will be necessary to spend some time early in the project evaluating the different options with the Crime Commission. The custom requirements are discussed in more detail following the product description.

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## OVERVIEW OF THE CRIME INSIGHT PRODUCT

Beyond 20/20's Crime Insight product is a complete solution for collection of incident-based data, and consists of three main components:

- a) A web interface for collecting IBR data;
- b) The data model, which includes both the operational database and data cubes, with the incident data packaged for convenient reporting; and
- c) The reporting engine, a web browser for generating / viewing reports on crime data, with different instances for each type of end user.

Figure 1 shows how these elements fit together.

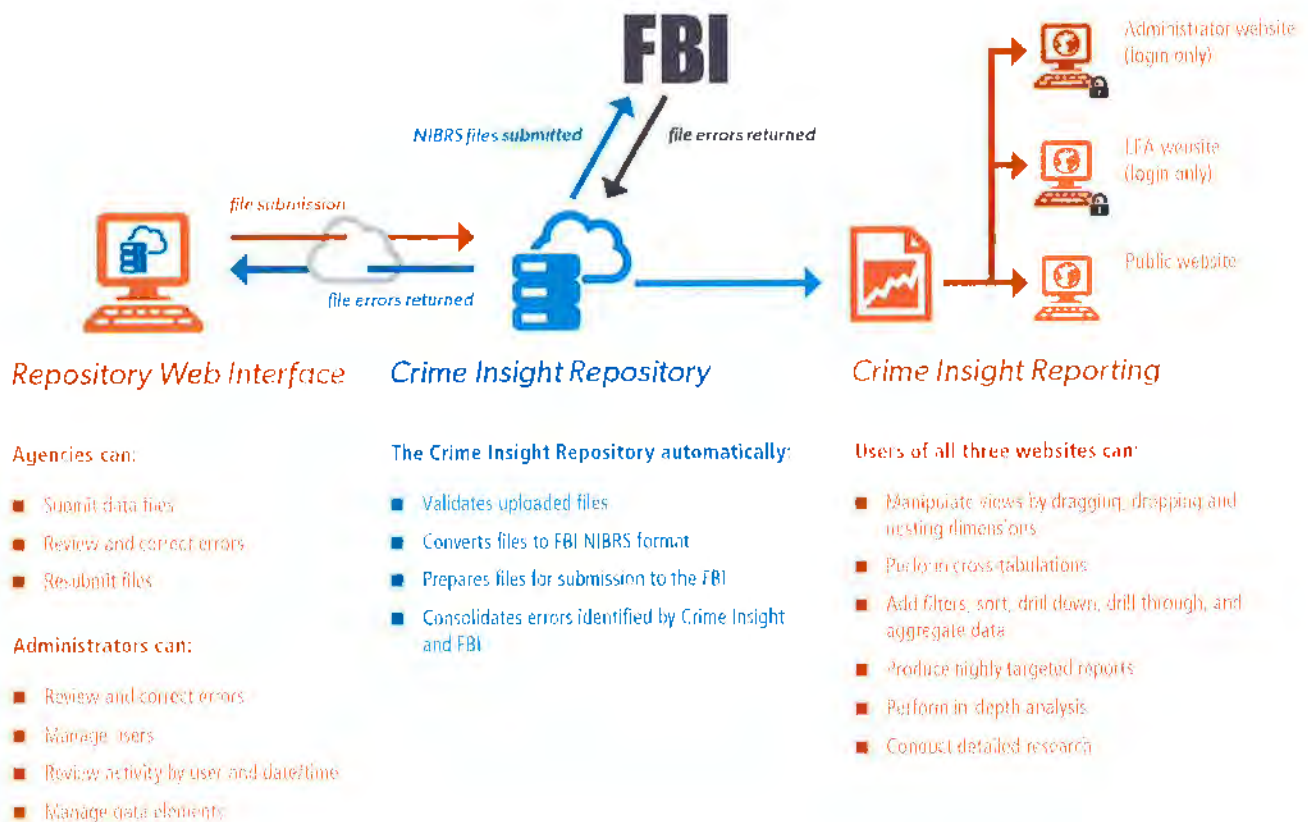


Figure 1: Overview of Crime Insight

### Crime Insight Repository

The Crime Insight repository solution improves NIBRS submissions by allowing the contributing agencies to view their data and any related errors quickly after submission. The State can encourage contribution, and demonstrate the importance of reporting the data correctly.

The solution consists of a web-based user interface and the back-end, which contains the database and all the data processing logic. Agencies log into the web interface and upload their agency files. The system starts processing the file immediately and shows any errors as they are found. Agency users can then click on the error message to get more information about it. Agencies can correct these errors and upload the file again, or wait until the next processing cycle to submit these corrections. A full history of all uploads is shown, including the errors that were found in each upload. In addition, another page shows the agency all errors that have not been corrected by subsequent changes in the database.

The system contains all the edit checks identified by the FBI specifications, as well as any state-specific ones in the State's own variant of NIBRS. As part of the ongoing maintenance of the system, Beyond 20/20 will provide updates to the system for any new FBI-specified rules. State-specific rules can be updated at any time, but require a services contract for the implementation.

System administrators at the State can generate FBI submission files at any time. These files will contain all records that have been submitted to the State since the previous FBI submission, provided that they pass the edit checks. As the FBI does not yet accept automated file submission, the FBI files must be downloaded to the administrator's workstation and emailed to the FBI. After the FBI has processed the file, a response file (EDS file) is generated and emailed back to the administrator. The administrator can upload the file, and any errors reported by the FBI are automatically fed back into the system where agency users can view them.

All changes to the Beyond 20/20 Repository are performed through a submission queue. The contents of the queue, including the submitted file, date/time and specific request, are all stored and connected to every data point in the system. In this way, there is a full audit trail of all activity on the database. The Repository software also includes a front-end screen that allows users at any Agency to view the history of submissions for the agency. Administrators on the site can view the history of submissions from all agencies.

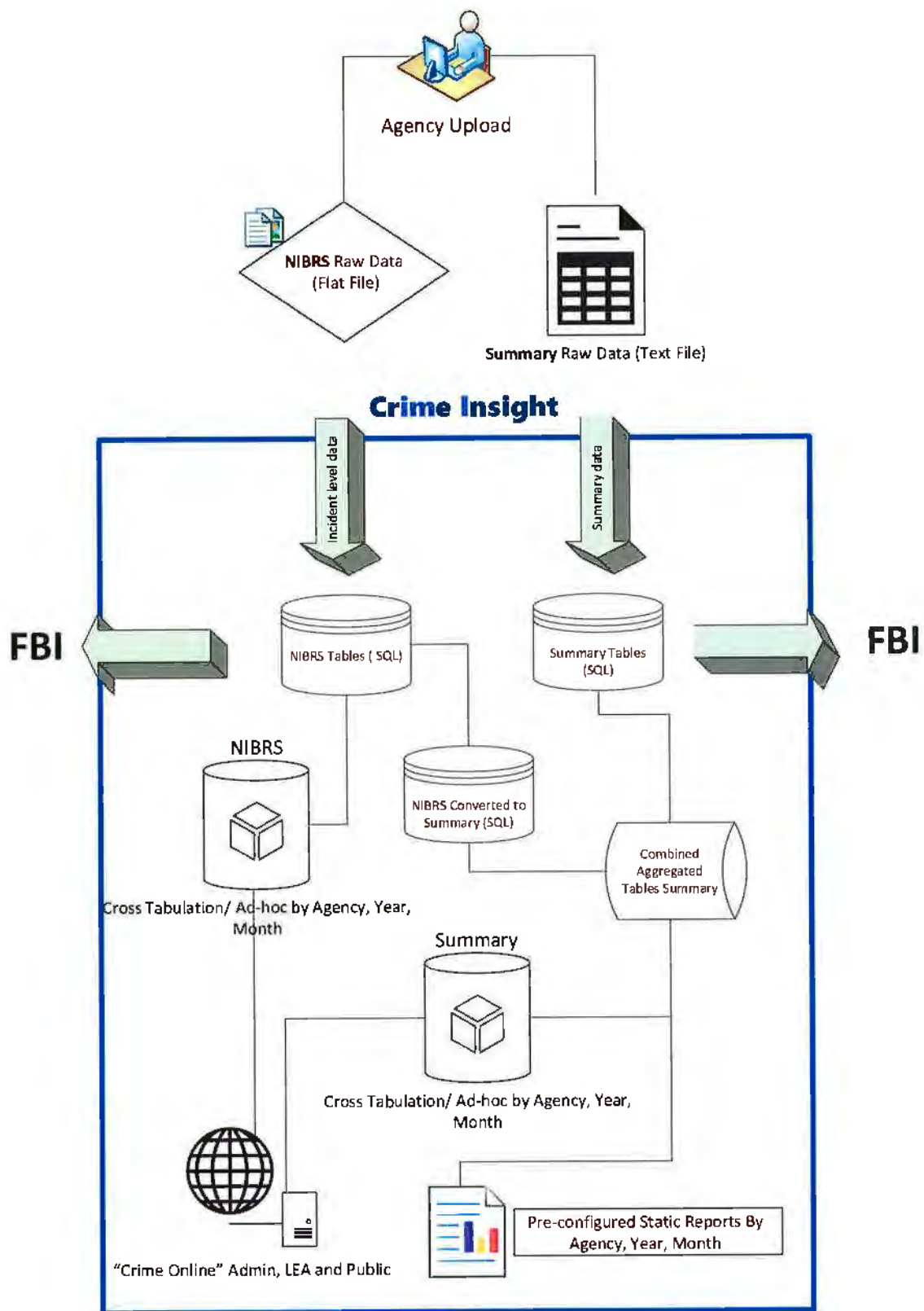
The Beyond 20/20 Repository product is driven by a set of tables that define the valid codes and labels for each field in the NIBRS data structure. They also define hierarchy relationships, such as the county in which each jurisdiction resides, or groupings of offense codes in Crimes Against Persons, Property or Society. Taken in their entirety, these tables comprise the data dictionary for the product.

Crime Insight also includes the "Incident Editor" web interface. This is a tool that agencies and administrators can use to manually enter incidents directly into the Repository. The Incident Editor has options for creating new incidents, editing existing incidents and deleting incidents. It has support for all record types within NIBRS, including Group A incidents, Group B arrests and Zero Reports.

### ***Processing of Summary Data***

Crime Insight also includes a Summary module, which allows agencies to contribute UCR Summary data directly to the Repository and view errors in the submission, logic to convert NIBRS to Summary for agencies that contribute incident-based data, and a set of reports that aggregate the Summary data from all agencies across the state.

Figure 2 shows how the Summary data flows through the system in parallel with the NIBRS data.



*Figure 2: Crime Insight Flows with Summary Data*

The flow can be described as follows:

1. Crime Insight receives source data files from agencies in two formats, uploaded through the web interface:

- a) The state-specific IBR file (text or XML) for each agency.
- b) The Summary files for each agency or group of agencies, pre-aggregated from tallies using totals for the month. We support a single version of the FBI Spreadsheet (2012 version of UCR Summary file specification), and we receive the data as a text file exported from the spreadsheet software.

2. All files are brought into sets of SQL tables.

The IBR file is loaded into NIBRS State specific and FBI tables at the incident level and validated against the full suite of rules. After validation, these files are combined by agency at the incident level and can be sent as a single file directly to the FBI.

Further downstream, the state-specific and NIBRS tables are cross tabulated using OLAP technology for display on our web sites. This process creates OLAP cubes (as opposed to SQL Tables) using only incident-based data. This dimensional warehouse is typically updated nightly.

The Summary files are transferred into SQL tables unmodified as pre-aggregated Summary tables which have already been ranked by the agencies by Part 1 crimes. After some minimal validation this data can be sent to the FBI.

3. We run our NIBRS to Summary converter and create incident level SQL data using the ranking of the Part 1 crimes. This creates incident records on which the hierarchy rule has been used to eliminate crimes that should not be counted in Summary. The resulting tables include a single crime per incident and the offenses have been mapped to the Summary categorizations.

4. The Summary files are aggregated with those from step 3 to create combined pre-aggregated Summary SQL tables.

5. We then create two sets of reporting tables - the static reports that mimic the data entry forms and the combined OLAP cubes/cross-tabulations. These reports allow our customers to look at time trending and reports which list all jurisdictions individually, providing them with more flexibility in presentation and export.

### ***Crime Insight Reporting***

Crime Insight also includes a powerful reporting engine that allows users to generate reports based on any NIBRS field. This reporting engine is based on Microsoft's SQL Server Analysis Services multidimensional model. Our reports have been designed to support the following functions:

- a) **Quality Control (QC)** – Many States require the ability to report on data submitted by the agencies that appears to be suspect, above the hard edit checks performed by any Repository. The Beyond 20/20 NIBRS Reporting system has been used to identify many different situations that require further investigation by the reporting agency. Examples include offenders over 90 years of age, statutory rape with a family relationship, exceptional clearances with unknown offender, etc. Beyond 20/20 has extended the reporting system to include a single report that performs over 80 different QC checks across all incidents for an agency and reports on any suspect data found. This can be run in an automated way, generating a single report for each agency in the State.
- b) **Audit** – The Beyond 20/20 NIBRS Reporting System has been used to prepare State auditors as they prepare to visit an agency, highlighting areas in which the audit team may want to delve deeper. From the statistical reports, users can view the individual submissions, including the incident ID, which allows auditors to go back to the original police report at the agency. We have also developed a dashboard that can be used by this team.
- c) **Self-service reporting for agencies** – Some agencies submitting NIBRS data to the State have an interest in doing statistical reporting on their data, and not all RMS systems are able to generate these reports. Beyond 20/20's State clients make the reporting environment available to agencies to allow them to report on their data. As the data is updated daily, the reports can be generated within 24 hours of the data being submitted to the Repository. In some states, all agencies can view data submitted by all agencies; in others each can only report on their own data and State-wide totals.
- d) **Reporting to the public** – Our State clients are often approached by the general public and/or the media with specific questions about crime data/trends. The Beyond 20/20 NIBRS Reporting system makes it easy to generate reports that can then be passed back to the person making the request. An important time saver for some states is allowing the public direct access to the self-serve reporting system to generate their own reports. In these cases, the system is restricted to show only data that has been formally accepted by the State, usually released on an annual basis a few months into the following year.
- e) **Reporting to policy makers** – As with reporting to the public, the State requires the ability to generate meaningful reports for policymakers and other influencers in the government. In addition to the self-serve reporting (which our clients often run on behalf of their clients), Beyond 20/20 offers a crime trend dashboard, which gives an overview of the situation with crime in the State or any jurisdiction within the State.
- f) **Support for annual crime data publications** – “Crime in Maine” and similar reports in other States include many different tables and charts showing the status of crime in the State. These tables/charts are easily generated and exported (in Excel or PDF formats) using the Beyond 20/20 reporting system. In addition, in Tennessee, we have generated fixed-format reports using Microsoft's Reporting Services to generate entire pages of

content for the “Crime in Tennessee” report. Each year, this report is generated automatically, saving the UCR team much effort that they previously expended on these pages.

The Beyond 20/20 solution is a web-based system that allows users to view, modify, save, and download reports based on the NIBRS data. It includes a set of standard reports that are easily configured by system administrators.

### ***Crime Insight Optional Components***

In addition to the above, Beyond 20/20 offers several other optional components for Crime Insight, including:

- a) A Quality Control report, showing data that appears to be suspect according to more than 80 different rules that go beyond the standard FBI checks;
- b) A Crime Trend Dashboard to provide an overview of the state of crime in the State, or a specific agency; and
- c) A mapping tool that allows the level of crime to be reflected at the County or Region level.

---

### **CUSTOMIZATIONS PROPOSED FOR NEBRASKA**

For any project, Beyond 20/20 anticipated some normal customizations. These include adding support for state-specific fields to the solution, loading historic data from legacy systems, and configuring the state’s jurisdictions, and are described in detail in the “Proposed Development Approach” section below.

In addition, based on the requirements given in the RFP, Beyond 20/20 anticipates addition customizations to be part of the project. These include:

- a) ***Integrating with the State’s single sign-on environment.*** It is anticipated that agencies will connect to Crime Insight by first logging into the NCJIS portal. When following links to Crime Insight, users should not be required to log in again. Beyond 20/20 has built several state-specific versions that integrate local single sign-on environments, and we understand the needs of these systems. However, each is unique, and they can be difficult to test, as there is rarely testing environments available from within the Beyond 20/20 development environment.
- b) ***Support for NIBRS+.*** Although the response in the RFP is clear that the NIBRS Repository does not need to support NIBRS+, there is a requirement for a data entry system that includes these fields. Beyond 20/20 operates with a single Repository database, and therefore this database will need to support the NIBRS+ fields in order to have them in the user interface. Users will expect to be able to pull incidents from the Repository database and view/edit them in the user interface. While it is normal for



Beyond 20/20 to extend the Repository data structure to support additional fields, the RFP demands additional work. There are many different NIBRS+ fields to be captured/stored, and we will need to implement the encryption necessary to protect personal information. At this time, we anticipate using the Crime Commission's current encryption technology, but this will be evaluated during the course of the project.

In addition to supporting NIBRS+ in the database and in the Incident Editor, Beyond 20/20 will work with the Crime Commission in the creation of the NE-specific IEPD for NIBRS+.

- c) **Submitting data to NCJIS.** Given the requirements in the RFP, we anticipate the following flow:
- a. An agency will log into the NCJIS portal
  - b. The agency will then choose to visit the Repository page.
  - c. On the Repository page, the agency user will either upload one or more files containing NIBRS/NIBRS+ data in the NE-specific IEPD, or will use the Incident Editor to create one or more incidents. Incidents submitted from the Incident Editor will be submitted to the Repository back-end using the same XML schema.
  - d. Either on demand, or at fixed intervals, Crime Insight will feed the data to NCJIS in the same XML schema. NCJIS will then feed the data on to N-DEx or other systems as required. There is currently a page in the Repository User Interface for the administrator to generate/submit files for the FBI. It may be a similar process for the NCJIS integration, or it may be fully automated, depending on the Crime Commission's requirements.
- d) **Integration with the State's UCR Summary Data processing.** This is the area where there are the most unknowns to be resolved early in the project. It is clear from the RFP that there are several methods currently supported by the Crime Commission for receiving Summary data (manual entry, XLS, CSV, etc.). Beyond 20/20 has implemented a solution by which agencies can submit Summary data directly into the Repository, and this can be fully integrated with Summary generated from NIBRS data. The Crime Insight Repository automatically generates files for the FBI – NIBRS files for data received as individual incidents, and Summary files for ingested Summary counts. However, the following issues may make using the full Crime Insight impractical:
- a. If the Crime Commission wishes to continue to accept Summary data in multiple formats, there would be additional development effort for Crime Insight to support these formats.

- b. If the Crime Commission feels it is necessary to keep any of the existing databases/tables for Summary reporting, Crime Insight would need to be customized to feed data into this process in the correct format.
- c. If the Crime Commission uses logic to convert NIBRS to Summary that is different in any way from the standard FBI approach, this would require modifying the Crime Insight logic.

Based on these issues, there are several different approaches that could be taken to complete this integration:

- a. If the Crime Commission wants to keep the existing NIBRS->Summary process intact, Beyond 20/20 would build a simple ETL script to generate files that could be fed into this process.
- b. If the Crime Commission wants to keep the existing Summary processing logic, Crime Insight could be set up to ingest the FBI Summary files, in order for the Crime Insight Reporting to show statewide data.
- c. If the Crime Commission agrees to use the Crime Insight NIBRS->Summary conversion, but wants to keep the existing website for reporting, Beyond 20/20 will need to create a utility for extracting all Summary data from Crime Insight for the website.

All of these options are reasonable and Beyond 20/20 anticipates being able to include them in the quoted price. Early in the project, the scope of this functionality will need to be discussed and agreed between the Crime Commission and Beyond 20/20.

## b. Proposed Development Approach

The Beyond 20/20 approach to NIBRS implementations typically involves these major components:

- a) Implementation of state-specific fields, validation rules and logic for generating NIBRS from the state IBR content, including updating the incident editor to support these fields;
- b) Load of historical data from the legacy repository software, which involves a review / discussion of those records that would no longer be valid in the new repository software;
- c) Any state-specific customizations, such as those described in the preceding section of this proposal;
- d) Implementation of the data cubes, which are the data structure from which the ad hoc reporting is done, ensuring that state-specific elements are included and state-specific reports can be generated;

- e) Validation of ad hoc reports to ensure that they match any legacy reports, or differences can be explained and understood;
- f) Implementation of custom reports, as required; and
- g) Certification by the FBI, ensuring that the state's error rates are within expectations and there is not a significant change in the rate of crimes being reported.

The key dependencies for this project are the delivery of the legacy data (usually a backup of the full database is the easiest approach for this), a year of agency submission files, a year of FBI submission files, and specific examples of reports that need to be generated. As part of the project, we will review these elements to ensure that we have the best possible understanding of how these elements work together (reverse engineering, where necessary, the logic to produce the necessary numbers).

Early in the project, Beyond 20/20 will present the result of the analysis that we do: first with a detailed project plan that outlines what high-level changes are needed to meet the requirements, then a detailed data analysis of the data conversion that is necessary, and finally a specification for the state-specific cubes and custom reports that need to be built.

### c. Technical Considerations

As mentioned above, the main technical considerations for the development will be the need to develop the NE-specific NIBRS+ IEPD, encryption of the personal identification information and integration with the existing single sign-on system.

Normally within a project, Beyond 20/20 will work with the client to ensure that the hardware is set up and correctly configured. We will run a copy of the system on our servers until the software development is nearing completion. This helps to keep the amount of disruption for the client's IT team to a minimum.

The exception to this rule is that we typically need to run the software directly in the client's environment in order to test the integration with any existing authentication and entitlement systems.

Beyond 20/20 normally provides a network diagram showing how the data flows between the different systems. This includes an identification of the ports that must be open in any firewalls on the network. As a multi-tier implementation, the software is designed to straddle firewalls between the client's internal network, DMZ and the Internet.

The Beyond 20/20 Crime Insight Repository structure is flexible enough to allow states to capture state-specific information, both in the form of additional codes/values for some fields and in the form of completely new data fields/records. In addition, it has been designed in a

way that changes to the NIBRS definition over time (either the FBI standard or the state-specific elements) can be implemented as easily as possible.

Conversion of the historical data to the Beyond 20/20 database can be a challenging part of the project. Beyond 20/20 is familiar with the structure of several existing Repository databases, including Motorola, and has experience with reviewing the databases and determining the underlying logic. We have needed this in order to do our dynamic reporting. A key element of all Beyond 20/20 solutions is the ability to pull data from existing repositories and to convert it to our data model. To do this, we use our own ETL (data transformation) tool. Once the script is created, it can be run and re-run as necessary.

The biggest challenge with the conversion is the decision regarding what to do with records in the existing repository that do not conform to the current validation rules. We have two approaches that we have taken to load the data from the existing database:

- a) Run the entire validation logic as part of the historical load, rejecting any records that fail validation; or
- b) Run only those checks that are necessary for the data to fit in the data model with referential integrity.

We would typically opt for the second option, thus ensuring that any reports run off the older data match those were generated off the old repository. A significant step in any Beyond 20/20 project is a detailed comparison of reports. We use our OLAP cubes and the web interface to these cubes to generate reports of the same structure as existing reports. The results are then compared and research done to explain/resolve any differences.

The risk of not re-validating old incidents is that if an amendment or correction is received to these incidents, the updated incident may be rejected by the FBI on resubmission. This risk is low, and in this case, the worst-case scenario is that the agency will be notified that their incident is no longer valid and they will need to resolve the issue.

If the first option is taken, there will be a stage in the project where each issue found during the migration of the data will need to be resolved – are the incidents systematically corrected in some way, or are they removed from the data set, or are they loaded with the known errors?

Regardless of the approach taken to migrating the data, the other element that is critical in the historical load is capturing the status of the database itself. For instance, if there are records in the historical data load that have not yet been submitted to the FBI, this information must be retained so that they will be submitted as part of the first file after the historical data load is done. This is important because the data load is run repeatedly, with the last occasion includes switching the live environment over to Beyond 20/20. In this case, the historical load process includes all updates up to the most recent load into the legacy system.

#### d. Detailed Project Work Plan

The following project work plan is based on a set of planned inclusions/exclusions, specifically around what additional functionality will need to be built to meet the Nebraska Crime Commission's needs. Any changes to these may affect the price and the timeline.

- a) Support for state-specific fields and values, including STATUTE NUMBER, OFFENSE TYPE and OFFENSE CLASS as part of the offense and arrest reporting.
- b) Full support for NIBRS+ fields, in both XML and text formats
- c) Full support for Summary module and integration with existing processes
- d) Extension to the current version of the Incident Editor to provide support all of the above
- e) Matching the statistical reporting requirements included in attachment A Sample Reports, as well as providing complete ad-hoc reporting capabilities for NIBRS records.

The detailed step-by-step project plan and milestones are shown below:

ID	Task	Owner	Dependency	Completion (from contract signature)
0	Contract executed	Nebraska Crime Commission (Legal, Signing Authority)		0
1	Deliver backup of existing Repository database, agency submission files and technical documentation to B2020	Nebraska Crime Commission (IT and UCR Program)		2 weeks
2	Discuss and agree new workflow, necessary technologies, etc	B2020 and Nebraska Crime Commission		2 weeks
3	Develop NE NIBRS+ IEPD from FBI NIBRS IEPD	Nebraska Crime Commission and B2020	FBI release of IEPD	4 weeks
4	Project Plan – validate the differences between the existing B2020 solution and Nebraska Crime Commission requirements and produce plan	B2020	Tasks 1 and 2, and access to Nebraska staff for discussions. Nebraska to provide any required reports to be replicated.	5 weeks
MILESTONE 1: Project Plan Complete – 5 weeks				

<b>ID</b>	<b>Task</b>	<b>Owner</b>	<b>Dependency</b>	<b>Completion (from contract signature)</b>
5	Detailed analysis of agency submission files and legacy repository data structure	B2020	Nebraska Crime Commission communication, Task 4	10 weeks
6	Customize data load process/validation for NIBRS+ fields/codes/rules in both TXT and XML files	B2020	Task 5	18 weeks
7	Beyond 20/20 testing of Nebraska Crime Commission submission files	B2020	Task 5	18 weeks
8	Make repository test site available to Nebraska Crime Commission	B2020	Task 7,8	19 weeks
9	Develop conversion tool to load data from old database.	B2020	Task 5, Can be done in parallel with the above. Back and forth dialog between B2020 and Nebraska Crime Commission IT to look at each issue and plan to resolve	18 weeks
10	Put historical data onto test site	B2020	Task 8,9	19 weeks
<b>MILESTONE 2: Repository Site ready for Nebraska Crime Commission Testing – 19 weeks</b>				
11	Customize cubes for ad-hoc reporting, include Nebraska Crime Commission jurisdictions and population	B2020	Milestone 2	22 weeks
12	Run reports from updated database and compare to reports from old repository. Issues found may relate to the historical data load process or the data model in the cubes.	Nebraska Crime Commission / B2020	Concurrent with Task 11, B2020 to update data/cubes as necessary	24 weeks

ID	Task	Owner	Dependency	Completion (from contract signature)
13	Deploy Crime Insight ad-hoc reporting solution	B2020	Task 11 and 12	25 Weeks
14	Create reports as identified in Attachment A of RFP	B2020	Milestone 2	undefined
<b>MILESTONE 3: Reporting Site ready for Nebraska Crime Commission Testing – 25+ weeks</b>				
15	Run tests with existing files on repository.	Nebraska Crime Commission (UCR Program)	Milestone 2, B2020 to provide support and make changes as necessary	31 weeks
16	Development of NIBRS+ Incident Editor	B2020	Task 7	24 weeks
17	Test Incident Editor UI on test B2020 site	Nebraska Crime Commission (UCR Program)	Task 16, B2020 to provide support and make changes as necessary	31 weeks
18	Parallel run – files are loaded into both existing repository and B2020, compare results. Expect this process to last 6 months, although it may be much quicker.	Nebraska Crime Commission / B2020	Milestone 2	45 Weeks
19	Test FBI submissions, and obtain FBI certification	Nebraska Crime Commission / B2020	Milestone 2	45 Weeks
20	Customize Crime Insight for integration with NCJIS portal (single sign-on etc.)	B2020	Task 7	34 Weeks
21	Customize NCJIS Portal for integration with Crime Insight	Nebraska Crime Commission/ IT	Task 7	Unknown
22	Integration with existing Summary processing (to be defined)	B2020, Nebraska Crime Commission	Task 7	34 Weeks
23	Site visit: Training and Launch	Nebraska Crime Commission / B2020	Milestone 3	46 Weeks

ID	Task	Owner	Dependency	Completion (from contract signature)
MILESTONE 4: Go Live – 46 weeks				
24	Make site available for agency self-service ad hoc reporting	Nebraska Crime Commission / B2020	Milestone 4	46+ weeks

#### e. Deliverables and due dates

Please see Implementation schedule above for details on Task completion timelines.



## APPENDIX A: TERMS AND CONDITIONS

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal. **Bidders must include completed Section III with their proposal response.**

The State of Nebraska is soliciting bids in response to the RFP. The State of Nebraska will not consider proposals that propose the substitution of the bidder's contract, agreements, or terms for those of the State of Nebraska's. Any License, Service Agreement, Customer Agreement, User Agreement, Bidder Terms and Conditions, Document, or Clause purported or offered to be included as a part of this RFP must be submitted as individual clauses, as either a counter-offer or additional language, and each clause must be acknowledged and accepted in writing by the State. If the Bidder's clause is later found to be in conflict with the RFP or resulting contract the Bidder's clause shall be subordinate to the RFP or resulting contract.

### A. GENERAL

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

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal, signed in ink
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

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 with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

**B. AWARD**

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

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once intent to award decision has been determined, it will be posted to the Internet at:  
<http://das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at:  
[http://das.nebraska.gov/materiel/purchase\\_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf](http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf)

Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION**

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

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this Request for Proposal.

**D. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
CB			Beyond 20/20 will not purchase hardware, operating systems, or database licenses on behalf of our clients, unless the client has chosen a solution that is fully hosted at the Beyond 20/20 data center. In the cost form, we have provided system requirements, assuming that the software will be run in the existing OCIO environment.

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

**E. OWNERSHIP OF INFORMATION AND DATA**

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

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

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		CB	<p>For the Commercial General Liability, Beyond 20/20 meets all requirements except for Abuse and Molestation, which is not included under our policy. This coverage is typically added for schools, daycares, retirement homes, etc, when working with vulnerable groups. We request that this requirement be waived as it is not relevant to the Buyer/ Vendor relationship in this case.</p> <p>For Workers Compensation, this coverage is not required for our type of business in Ontario, and we do not have US-based employees. We request that Workers Compensation be removed from the contract.</p> <p>We request the State of Nebraska waive the Umbrella/Excess requirement as it does not pertain to our business relationship.</p> <p>Beyond 20/20 does not have Commercial Crime insurance, which is typically required in cases where you would have access to a client's money and securities (including electronically). We request that this be struck from the required coverage.</p> <p>Certificates of insurance have been included at the end of this Appendix A. Beyond 20/20 is in the process of renewing all insurance coverage.</p>

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor(s). The Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any Subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

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.

Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this section.

**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. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

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

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury,

including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

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

### 3. INSURANCE COVERAGE AMOUNTS REQUIRED

<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$10,000 any one person
Damage to Rented Premises	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000
<b>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3 <sup>rd</sup> Party Fidelity	\$1,000,000
<b>SUBROGATION WAIVER</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>LIABILITY WAIVER</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory."	

### 4. EVIDENCE OF COVERAGE

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-2089 (fax)

Administrative Services  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508

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



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

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**G. COOPERATION WITH OTHER CONTRACTORS**

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

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

**H. INDEPENDENT CONTRACTOR**

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

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

**I. CONTRACTOR RESPONSIBILITY**

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

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Subcontractor's services, the Subcontractor's level of effort, tasks, and time allocation must 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 State. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

**J. CONTRACTOR PERSONNEL**

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

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work on the project.

Personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

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

In respect to its employees, the Contractor agrees to be responsible for the following:

1. any and all 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 and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

**K. CONTRACT CONFLICTS**

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

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.

**L. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION**

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

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

**M. CONFLICT OF INTEREST**

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

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder 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 appearance of conflict of interest.

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

**N. PROPOSAL PREPARATION COSTS**

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

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this Request for Proposal.



**O. ERRORS AND OMISSIONS**

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

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

**P. BEGINNING OF WORK**

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

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

**Q. ASSIGNMENT BY THE STATE**

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

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

**R. ASSIGNMENT BY THE CONTRACTOR**

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

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

**S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL**

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

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

**T. GOVERNING LAW**

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

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

**U. ATTORNEY'S FEES**

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

**V. ADVERTISING**

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

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 State. News releases pertaining to the project shall not be issued without prior written approval from the State.

**W. STATE PROPERTY**

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

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.

**X. SITE RULES AND REGULATIONS**

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

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 between the State and the Contractor.

**Y. NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
CB			In paragraph 1, please change 3 days to 5 days to account for international communication.

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II.A. Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.
2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the

provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

## Z. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable;
  - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
  - j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

**AA. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

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

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. 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.

**BB. BREACH BY CONTRACTOR**

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

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

**CC. ASSURANCES BEFORE BREACH**

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

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.



**DD. ADMINISTRATION – CONTRACT TERMINATION**

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

1. Contractor must provide confirmation that upon contract termination all deliverables prepared in accordance with this agreement shall become the property of the State of Nebraska; subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.
2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information 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.

**EE. PERFORMANCE BOND**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	CB		Beyond 20/20 requests that this clause be waived. It is not a normal requirement for software projects.

The Contractor will be required to supply a cashier's check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the bond shall be \$200,000.00. The bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

**FF. FORCE MAJEURE**

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

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

**GG. PROHIBITION AGAINST ADVANCE PAYMENT**

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

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

**HH. PAYMENT**

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

State 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 State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

**II. INVOICES**

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. This is to include invoice date, the date range the invoice covers (although not less than a month), and task(s) completed. Invoices are to be submitted electronically to a designee; The Project Director is to be copied on the invoice submission. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

**JJ. RIGHT TO AUDIT**

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

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those Subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

**KK. TAXES**

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

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



**LL. INSPECTION AND APPROVAL**

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

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

**MM. CHANGES IN SCOPE/CHANGE ORDERS**

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

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. 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, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification. Changes or additions to the contract beyond the scope of the RFP are not permitted.

**NN. SEVERABILITY**

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

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 particular provision held to be invalid.

OO. CONFIDENTIALITY

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

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

It is incumbent upon the Contractor to inform its 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 to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, 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.

PP. PROPRIETARY INFORMATION

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

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Request for Proposal as proprietary.** Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

**QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING**

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

By submission of this proposal, the bidder certifies that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

**RR. STATEMENT OF NON-COLLUSION**

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

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

**SS. PRICES**

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

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the Request for Proposal is cancelled.

Prices quoted on the Cost Proposal form shall remain fixed for the initial contract period of the contract. The State will be given full proportionate benefit of any price decrease during the term of the contract.

Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

**TT. BEST AND FINAL OFFER**

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

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored, and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

**UU. ETHICS IN PUBLIC CONTRACTING**

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

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

**VV. INDEMNIFICATION**

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

**1. GENERAL**

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") 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 ("the claims"), sustained or asserted against the State, 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, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

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

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

**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 provided by the Contractor.

**4. SELF-INSURANCE**

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



**WW. NEBRASKA TECHNOLOGY ACCESS STANDARDS**

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

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

**XX. ANTITRUST**

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

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.

**YY. DISASTER RECOVERY/BACK UP PLAN**

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

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, 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.

**ZZ. TIME IS OF THE ESSENCE**

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

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

**AAA. RECYCLING**

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

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. § 81-15,159.

**BBB. DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	CB		Beyond 20/20 does not have a drug-free workplace policy.

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

**CCC. EMPLOYEE WORK ELIGIBILITY STATUS**

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

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>  
  
The completed United States Attestation Form should be submitted with the Request for Proposal response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. 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.

**DDD. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**

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

The Contractor, by signature to this RFP, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements in any and all Subcontracts into which it enters. The Contractor shall immediately notify the Department if, during the term of this contract, Contractor becomes debarred. The Department may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

**EEE. POLITICAL SUB-DIVISIONS**

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

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.





## ***CERTIFICATE OF INSURANCE***

Issued by: Smith Petrie Carr & Scott Insurance Brokers Ltd.

This is to certify to: To Whom It May Concern

That policies of insurance as herein described have been issued to the Insured named below and are in force at this date.

Named Insured: Beyond 20/20 Inc.  
265 Carling Avenue, Suite 300  
Ottawa ON K1S 2E1

Remarks: Commercial General Liability includes Premises and Operations Hazards, Products & Completed Operations, Personal Injury Liability and Contractual Liability.

Reference: This certificate is issued with respect to the operations of the Named Insured.

<u>TYPE OF INSURANCE</u>	<u>INSURANCE COMPANY &amp; POLICY NUMBER</u>	<u>POLICY EXPIRATION</u>	<u>COVERAGE</u>
Commercial Package Insurance Policy	Northbridge Insurance Co. Policy #CBC0659636	September 30, 2016	Bodily Injury & Property Damage \$2,000,000 Each Occurrence \$5,000,000 General Aggregate \$2,000,000 Non-Owned Automobile

The insurance afforded is subject to the terms, conditions and exclusions of the applicable policy. This certificate is issued as a matter of information only and confers no rights on the holder and imposes no liability on the Insurer.

Smith Petrie Carr & Scott Insurance Brokers Ltd.

Per: .....

Susan Farrell, Account Manager

Date: October 26, 2015





ENCON Group Inc.  
500 - 1400 Blair Place  
Ottawa, Ontario K1J 9B8  
Telephone 613-786-2000  
Facsimile 613-786-2001  
Toll Free 800-267-6684  
www.encon.ca

# Certificate of Insurance

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Issued to: To Whom It May Concern

Errors and Omissions Insurance  
Policy TIP455083

1. Named INSURED: BEYOND 20/20 INC.

2. INSURED'S Address: 300-265 CARLING AVE  
OTTAWA ON K1S 2E1

3. Policy Period: from 01 August 2015 to 01 August 2018  
at 00:01 local time at the INSURED'S address  
shown above without tacit renewal

4. Limits of Liability: \$ 1,000,000 per LOSS  
\$ 2,000,000 annual aggregate  
  
\$ 1,000,000 for REMEDIATION AND NOTIFICATION EXPENSES

5. Deductible: \$ 1,000 per LOSS  
  
*\* All amounts shown in Canadian dollars*

6. INSURERS:

Temple Insurance Company	25.0%
Aviva Insurance Company of Canada	25.0%
ACE INA Insurance	25.0%
XL Reinsurance America Inc.	15.0%
Everest Insurance Company of Canada	10.0%

This certificate provides the above Named INSURED with coverage under the aforementioned policy on file with the INSURERS subject to the terms and conditions thereof and the above limits of liability and deductible.

The INSURERS have duly authorized ENCON Group Inc. to execute and sign this Certificate of Insurance.

Dated: 12 July 2016

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Jean F. Laurin, President  
Authorized Representative





## APPENDIX B: PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder should provide the following information in response to this Request for Proposal.

### A. PROJECT OVERVIEW

The Nebraska Crime Commission requires a version of a commercial NIBRS (National Incident Based Reporting System) Repository meeting specific needs of Nebraska to replace the current software while allowing a path for the agency, local reporting agencies and others to effectively and efficiently generate and make available statistics for jurisdictional use. The FBI's move to only accept National NIBRS reporting in five years means that the product and company must be committed to enhanced use and to adopting any and all of the FBI's changes. This is intended to be the long-term solution and selection that is an enterprise solution.

The following timeline reflects anticipated dates by the Crime Commission as well as agencies and vendors of RMS products, relative to the implementation of the new repository.

1. **2016 -**
  - a. Selection of NIBRS Repository vendor
  - b. Finalization of submission format for RMS to Repository
  - c. Acceptance of Workplan for NIBRS Repository implementation
  - d. Installation and Implementation of NIBRS Repository software
2. **2017 -**
  - a. Training of Crime Commission staff
  - b. Dissemination of submission specifications to local agencies and RMS vendors
  - c. Testing of local electronic submission for pilot agencies now submitting NIBRS data but using only the new specification
  - d. Parallel operation of the current and new repositories for testing and comparison of submission files and subsequent file for submission to the FBI
  - e. Testing of submission from the Crime Commission to FBI
  - f. Testing of local electronic submission to the new repository for vendors not currently submitting NIBRS data
  - g. Establishment of basic reports to be provided to NIBRS agencies
  - h. Publication of Crime In Nebraska for 2016 data (NOTE: this will be the last publication by the Crime Commission using NIBRS data reported under the old repository and UCR but will provide the basis for the workflow and incorporation of crime data from current UCR reporting agencies and new NIBRS reporting agencies as well as some reporting under the old NIBRS format)
  - i. As time and resources allow – use and testing of local submission of NIBRS data by agencies who do not maintain their own RMS, either through direct entry or the newly proposed RMS....at least two agencies will be used for testing and acceptance
  - j. Development of NCJIS acceptance of new submission format for NCJIS posting and submission N-DEx (NOTE: While this is not a requirement of the repository vendor the workflow is essential in being sure data is used across all necessary purposes such as posting to NCJIS and submission to N-DEx.)
  - k. Certification of the new NIBRS Repository submissions to the FBI by the FBI
3. **2018 -**
  - a. Conversion of remaining agencies submitting electronically to the current repository to the selected repository (under the new XML format and specification)
  - b. Training for more agencies for local submission of NIBRS data, either through direct entry or the newly proposed RMS by the bidder
  - c. Conversion of the current NIBRS repository to the new NIBRS repository system no later than August 2018.
  - d. It is anticipated all RMS vendors will be able to write to the new file submission specification for reporting to the Crime Commission it must be recognized that this is a tight timeline. If law enforcement, state, local and tribal agencies will not be converted by August 2018, the Crime Commission will develop an automated conversion process to allow submission to the new repository. The new repository will accept the current flat file format and that the Crime Commission will convert the RMS vendor's files. All law enforcement, state, local and tribal agencies must submit to the Crime Commission using the new file submission format by January 2020

Bidder Response:

*Beyond 20/20 understands the project scope and timeline, and the clarification provided in the answers to submitted questions. The proposed implementation schedule is well within these time scales.*

**B. PROJECT ENVIRONMENT**

The Crime Commission anticipates that the implementation of a new NIBRS repository will require a new hardware environment. This will operate in a virtual environment in the OCIO's building.

If connections to local agencies is required for monthly reporting then this must be a secure connection, using the state's criminal justice data portal, NCJIS (Nebraska Criminal Justice Information System). The Crime Commission realizes that different bidders have different approaches and will not mandate a particular environment to be proposed although a bidder's preference or suggested environment may not be viable.

The bidder's cost breakout must either address requirements within the OCIO's environment or any bidder required hardware costs as well as requirements within the OCIO's environment. The cost breakdown must be clear as to state costs versus components of the bidder's proposal.

The OCIO's environment used by the Crime Commission provides both virtual servers, primarily utilizing Microsoft operating systems, and SAN storage. While this is the preferred configuration to operate the new repository, although, the State will consider other technical environments.

The following is a list of supported applications hosted by the OCIO: Java, Microsoft .Net (Asp.net and C#), Microsoft SQL Server 2012 and DB2.

Bidder Response:

*Beyond 20/20 proposes a solution that will reside in the OCIO virtualized environment. It is expected that the State will provide all the necessary hardware (as specific in the cost proposal). The proposed solution includes integration with the NCJIS portal, both in the delivery of NIBRS+ data and on the assumption that there is a single sign-on element to NCJIS.*

*Beyond 20/20's solution is based on the Windows Operating System, running Microsoft SQL Server 2012 (or higher), .NET and IIS.*

**C. PROJECT REQUIREMENTS**

NIBRS (Nebraska Incident Based Reporting System) Repository functionality must meet Nebraska specifications for NIBRS found at <https://ncc.nebraska.gov/nibrs-manuals>, including all current FBI fields and validations, data file acceptance, data file validation and checks, and generation of FBI files for monthly and annual submission.

Nebraska will adopt the FBI's current specifications for NIBRS submissions to the FBI with the new repository. Nebraska will also change its submission format for agencies to submit to the Crime Commission. Certain code values and fields were added to the previous release of NIBRS and are used by agencies and RMS vendors. The Crime Commission intends to migrate those out as agencies and RMS vendors move to the new XML format for file submission to the Crime Commission. Addressing this should be part of the bidder's proposed implementation plan. The Crime Commission expects to expand offense reporting by adding STATUTE NUMBER, OFFENSE TYPE and OFFENSE CLASS as the only fields to be added to the NIBRS specification for submission to the Crime Commission beyond the FBI requirements. They will have the following formats: STATUTE field is 16 characters long, OFFENSE TYPE field is 3 characters, OFFENSE CLASS field is 2 characters. (For instance, a felony 3A would have FEL in the Offense Type and 3A in the Offense Class.)

This reversion to standard FBI NIBRS specifications for submission to the Crime Commission does NOT include the NIBRS+ elements which will continue to be included in the submission to the Crime Commission and will be included in the XML format released by the Crime Commission.

Generation of basic NIBRS statistics must provide monthly and annual reports, statewide and by law enforcement, state, local and tribal agencies, and the NIBRS activity must be program pre-set. This will generate the current FBI example reports for NIBRS as well as "CRIME IN..." reports for UCR (Uniform Crime Reporting) summary reporting, Agency level reporting on juveniles, adults, total population, total crimes, total incidents, and activity by location must be available. Examples of monthly reports per Attachment A.

Enhanced NIBRS statistics should generate, by program or ad hoc intervention, enhanced reports to provide statewide and/or ad hoc analysis of NIBRS data. Any third party solution for statistical reporting must be included in the bidder's proposal.

1. Use by small agencies, those who do not currently maintain an RMS, must either begin utilizing an RMS (as a component of the repository, as a separate product proposed by the bidder, or from a subcontractor) or a direct data entry mechanism for entry of NIBRS records into the repository. This should not require Crime Commission staff intervention and/or validation. This component should be NIBRS+ compliant (and bidder must address this in their response). If an RMS is proposed (as a component of the repository or as a separate but proposed software package) then functionality must be described. If direct data entry is proposed then associated functionality (search ability, retention, etc.) must be described.

**Bidder Response:**

Beyond 20/20 Crime Insight Repository includes an Incident Editor to allow State or Agency representatives to enter or modify incidents quickly and easily. This is described in the solution description, and screenshots are provided in Appendix C.

Once submitted, all data are retained in the system permanently. Personal information will be encrypted in the database for security reasons. Data can be analyzed through the ad hoc reporting tool. Beyond 20/20 is starting work on a specification for search capabilities on this information, but this work is not yet complete. Should the Crime Commission have specific searching requirements, these can be addressed through an additional work order.



2. Bidder must describe how the proposed workflow would fit into the Crime Commission's current workflow (per Attachment B) OR bidder must describe what workflow would be necessary.

**Bidder Response:**

*Integration with NCJIS and the Summary Data workflow is described in detail in the "Customizations Proposed for Nebraska" section starting on Page 14 of the Technical Proposal.*

*To summarize, Beyond 20/20 proposes that all NIBRS+ data be submitted directly to the Crime Insight Repository, both file submissions and the web-based data entry. This will be stored in the Repository database and submitted to NCJIS using the same IEPD that will be used for incoming file submissions.*

*Beyond 20/20 suggests that the entire Summary data reporting workflow could be replaced with Crime Insight. In this way, Summary data would be entered into the FBI-style spreadsheet and exported into a text file. This text file would be uploaded to the Crime Insight web interface and packaged/prepared for the FBI. The ingested Summary data would be integrated with Summary data generated from the NIBRS data to provide statewide totals. However, there are several areas in the current flow that the Crime Commission may wish to keep. At this time, it is not clear to Beyond 20/20 if the Crime Commission is required to keep the various formats of incoming Summary data, or if the existing website for reporting UCR data is still required. The final decision about how Crime Insight will fit into the Summary data workflow will need to be agreed during the implementation.*

3. Bidder must describe processes, workflows, data migration, and all anticipated operation of parallel systems with UCR as Nebraska and the FBI moves to a NIBRS-only system.

**Bidder Response:**

*As part of the implementation project, Beyond 20/20 will build a process to load historical data from the existing NIBRS repository. This process will be used to seed the new Crime Insight Repository. Crime Insight will be run in parallel with the existing systems (NIBRS and Summary) during and after the development process. For instance, while the FBI is certifying the new repository, the Crime Commission will need to upload all incoming IBR files into both systems. The historical load process is typically run several times during the parallel run phase. As incidents are rejected by one system but not the other, or as files are not uploaded to both systems, they can get out of sync. Re-running the historical load ensures that the new system and the old system contain exactly the same data set. Beyond 20/20 has created history load logic from Motorola systems in four states.*

*Similarly, depending on the selected model for the new Summary processing, it is likely that the Summary data will need to be loaded into both systems. This is a simple exercise, because Crime Insight can simply process the Summary files generated by the legacy system for the FBI.*

*Migrating agencies from Summary to NIBRS is a relatively straightforward process with Crime Insight. The software has a setting that identifies what style of reporting is being done by each agency. Initially, the Crime Commission would set the flag to expect NIBRS data from the agency only on a test environment (included in the quoted price) and will certify the agency on the basis of their submissions. When the agency is certified for submitting IBR data, the flag will be triggered in the live environment. While the agency is submitting IBR files into the test Crime Insight, they will continue submitting Summary data to the live environment.*

4. The FBI has announced that they will issue a specification moving from fixed file format to XML for submission to the FBI and the Crime Commission will use this format as the basis for local RMS data submission. Bidder must describe any plans, financial impact, preference, law enforcement, state, local and tribal agencies and RMS vendors impact and preferred system or industry approaches. The Nebraska Crime Commission sees the value of moving to an XML-based format.

**Bidder Response:**

*Beyond 20/20 is fully committed to the move to an XML-based NIBRS system. We have implemented a prototype for both ingesting XML-based submissions from agencies and generating XML files for the FBI. We have assumed that at an early stage of the project, we would work with the Crime Commission to build*

*the IEPD to describe the new XML format. In parallel, we will continue to support the submission of the text-based NIBRS+ files.*

*At this time, Beyond 20/20 is not in a position to discuss the impact on the local agencies for the switch to XML. We are not an RMS vendor and have studied XML from a purely technical standpoint. However, by supporting both formats, we will allow agencies to switch to the new paradigm as/when they can afford it.*

5. The Crime Commission does not anticipate, nor have heard from, an RMS contractor of any resistance to the new format but also recognize there could be issues with meeting timelines as contractors must work with various states and agencies. If timing becomes an issue, as identified in 2017, the Crime Commission is prepared to convert an agency's already accepted Nebraska NIBRS submission to a generic fixed format that can be accepted by the repository. This assumes that the selected repository contractor accepts the currently specified flat file data format from the FBI. Describe any concerns or issues with this in the required project plan.

Bidder Response:

*Crime Insight will support submission of both the legacy text file format and the new XML format. As such, agencies can switch to XML when they are ready.*

6. Bidder must describe processes, support levels and any items covered by maintenance.

Bidder Response:

*Support Model*

*Beyond 20/20 operates with standard support hours from Monday to Friday, 9:00 a.m. to 7:00 p.m. EST. The support line number is 1-888-879-2020 ext. 222. It is preferred that support requests be made by email (support@beyond2020.com) due to the nature of support queries and the supporting documentation/information required to maximise first call resolution rates. This information is provided on our website [www.beyond2020.com](http://www.beyond2020.com). The technical support staff at Beyond 20/20 are very well versed in Incident Based Crime Data and are able to assist with most operational or analytical related technical support requests.*

*A case is created for each support request made by the State with corresponding Severity level that determines response time and assigned technical support resource. Case updates are provided to the user as new information becomes available.*

*Beyond 20/20 standard support covers direct contact only with the state UCR program. In other words, Beyond 20/20 provides second level support for the agencies. However, we do offer a service to our customers in which agencies could contact us directly. We would be happy to prepare a quote for this level of service, if it is of interest to the Crime Commission.*

*Maintenance*

*The Beyond 20/20 Crime Insight solution includes two annual maintenance options to best meet the ongoing support and development needs of our clients.*

*Software Support Maintenance*

*This maintenance option gives you unlimited access to our technical support for the Crime Insight Reporting and NIBRS file repository system.*

*Software maintenance includes:*

- Unlimited technical Support 9:00 a.m. to 7:00 p.m. EST, Monday to Friday (phone and email)*
- Notifications and project management of new releases*
- Remote upgrades completed by the Beyond 20/20 deployment experts*
- Review and recommendations on current infrastructure and optimal performance.*

*Included in the Maintenance agreement are all required product releases, updates and patches. Mandatory releases are communicated via email and followed up with a phone call for any non-respondents. This communication will include bug details, new features, update to system requirements if required, and communication details for follow up and scheduling.*

#### *NIBRS Data Expansion*

*As the FBI releases changes to the NIBRS data model, many related changes to the Crime Insight back end will be required. The NIBRS data expansion is highly recommended as the frequency of changes to the NIBRS data model is expected to increase.*

*These changes include:*

- Creation of new data elements (fields, offense codes, location codes...etc.)*
- Re-engineering of the data loaders*
- Database framework*
- Data cube re-design*
- Updates to reference files*
- Re-loading of population data*

*Maintenance fees are calculated as a 20% sub-charge based on the original software solution cost. I.e. \$100,000 software spend with a corresponding maintenance fee of 20% would result in a \$20,000 yearly maintenance fee.*

#### *Warranty*

*Beyond 20/20 offers a 6-month warranty period following acceptance of the solution by the customer. This warranty covers any malfunction of the solution as compared to the agreed requirements. During the warranty period, Beyond 20/20 will respond to issues with the process/approach as that the parties agree to use during the acceptance period.*

*Beyond the warranty period, Beyond 20/20 will look into defects as covered by the support agreement.*

7. Any new fields, values or reporting requirements from the FBI must be included in maintenance. It is anticipated that any Nebraska-specific requirements, beyond those listed in this proposal, will be charged per the optional hourly rates as noted on the cost proposal.

#### *Bidder Response:*

*As described above, any FBI mandated requirements are included in the Crime Insight Maintenance policy. State specific changes will require project scope review and quote.*

8. Bidder must describe all responsibilities of the State including personnel, hardware, licensing, training availability, requirements for data migration, related technical/statistical needs, export of data for other use and any and all aspects the bidder intends to provide services for.

#### *Bidder Response:*

*State responsibility as it relates to the implementation of Crime Insight is included in the implementation schedule provided. The key dependencies at the beginning of the project are:*

- Provide access to a backup of the existing repository database*
- Provide 1 year of input files*
- Provide 1 year of FBI files*
- Work with Beyond 20/20 to define the NCJIS integration*
- Work with Beyond 20/20 to define the requirements for the Summary data process*
- Define the IEPD for NIBRS+ (in conjunction with Beyond 20/20)*
- Provide access for the Beyond 20/20 support team to the hardware on which the system will run*
- Perform the parallel run with the new and old systems*

- Obtain FBI re-certification

*Beyond 20/20 normally schedules a site visit toward the end of the project to hand over the system to the State. This involves training on the system capabilities with the UCR program team, as well as training the IT team on the operations of the new software.*

*In the future, it is anticipated that the UCR team will be able to export required data sets by running the reports created in the ad hoc reporting environment. However, if there is a need for other data extracts, Beyond 20/20 can either perform this task or train the UCR program team on the SQL queries needed to extract the data.*

9. Bidder must describe how updates to the FBI NIBRS requirements and collection process (e.g. codes and/or elements) will be integrated.

**Bidder Response:**

*The design of the Crime Insight repository is such that the NIBRS elements are kept separate from the state-specific elements. The implication of this is that Beyond 20/20 only needs to update the software once for any FBI updates. This update is then easily propagated to all state clients, according to the schedule determined with each state. Beyond 20/20 would provide the upgraded software package, which would include a database schema upgrade script to cover any new fields that are necessary. Normally as part of the support/maintenance agreement, Beyond 20/20 performs the installation remotely.*

10. Bidder must address and describe the approach to changes in the FBI's format for submission of files to the FBI as well as input of data files from law enforcement, state, local and tribal agencies. (The FBI has stated they anticipate a mid-2016 release for specifications from a fixed format to an XML-based format; Nebraska will use the XML-based format for submission to the FBI as well as the foundation for submission of files from law enforcement, state, local and tribal agencies to the Crime Commission.)

**Bidder Response:**

*Crime Insight will support both the old text-based and the new XML-based NIBRS file structure. Thus agencies will be able to define the timeline for when to switch over. Beyond 20/20 has already implemented similar logic in Massachusetts, where different agencies are submitted data with different versions of the NIBRS specification. Beyond 20/20 uses the record length to determine which version of the file structure is being submitted, and process the file according to that version.*

**D. BUSINESS REQUIREMENTS**

The Crime Commission will migrate to fully NIBRS reporting by the FBI deadline of January 2021. This repository will be a key element, allowing staff to review files submitted from law enforcement, state, local and tribal agencies as well as report to the FBI. The State will implement a solution that will accept NIBRS data as files extracted either from a local RMS or as a direct submission with incident level data entry. The Crime Commission will not lose the strength of NIBRS+ and the identifiers attached to NIBRS incidents which allows the ability to post data to NCJIS as well as participate with submissions to N-DEX.

**E. SCOPE OF WORK**

Commercial NIBRS repositories are required to be able to meet the Crime Commission's initial core requirements for validating submitted files and identifying errors per FBI/Nebraska requirements and perform basic statistical reporting and submission/monitoring to the FBI. Given that data automation and data integration, as well as the concern for efficiency and minimizing redundancy, the newly acquired NIBRS repository must also fit into desired workflows and reporting requirements of the Crime Commission. As repository capabilities have grown over the past few years with the change in both technology and agency needs, the Crime Commission is looking for a contractor to meet long-term goals.

The Crime Commission intends to select a commercially accepted and viable repository that has been successfully implemented in other jurisdictions and is FBI certified for file submission.

The proposed system shall conform to the National Incident-Based Reporting System (NIBRS) requirements for submission to the FBI as defined by the FBI NIBRS User Manual available at <http://www.fbi.gov/about-us/cjis/ucr/nibrs/nibrs-user-manual> . Nebraska has not previously included CARGO THEFT, HUMAN TRAFFICKING, or LEOKA (Law Enforcement Officers Killed and Assaulted) data in electronic data submission but does require this to be included. NIBRS+ elements will be included in the final specification for submission from law enforcement, state, local and tribal agencies. Also, Nebraska will include STATUTE NUMBER, OFFENSE TYPE and OFFENSE CLASS as part of the offense and arrest reporting and will include these in the final specification for submission from law enforcement, state, local and tribal agencies.

The system shall provide the following functional capabilities related to NIBRS reporting:

1. The capability to capture and preserve all required FBI NIBRS data elements as defined in the FBI NIBRS User Manual and as detailed in the FBI NIBRS Technical Specification (available at <http://www.fbi.gov/about-us/cjis/ucr/technical-specifications>) as well as Nebraska-specific reporting.
2. Allow for the entry of the standard values for each data element in accordance with the values prescribed in the FBI NIBRS User Manual and as further addressed in the current version of the FBI NIBRS Technical Specification as well as any Nebraska-specific values identified in the final specification.
3. The system must meet any additional Incident-Based Reporting (IBR) data collection requirements that are specific to the State of Nebraska.
4. NIBRS+ extensions to the reporting can be found at <https://ncc.nebraska.gov/nibrs-manuals>. Note: Workflow to address the extended elements and how they will be handled need to be included in the bidder's response. It is anticipated, since the new submission will be XML-based, that these elements can be ignored by the NIBRS repository upon file submission by law enforcement, state, local and tribal agencies. This must be addressed in the proposed workflow.
5. The proposed system must perform the editing and validation of data in accordance with the data quality rules prescribed in the FBI NIBRS Technical Specification, including all conditional validations as defined therein and per Nebraska-specific specifications.
6. Provide the capability for the submission of NIBRS reports in the form and format as prescribed in the current version of the FBI NIBRS Technical Specification and in accordance with any requirements specific to the State of Nebraska.
7. The proposed system must generate monthly reports and annual reports showing activity by agency as well as statewide. In addition to generating standard pre-defined reports the system must have the capability for Crime Commission staff to generate ad hoc reports to look at activity by agency and statewide.
8. The Crime Commission requires that prospective bidders address the anticipated change to an XML-based submission format to the FBI and any impact on submission to the Crime Commission by law enforcement, state, local and tribal agencies using a submission format based on this specification.
9. Prior to final acceptance, the system-generated NIBRS reports and files to be submitted to the FBI must achieve State and FBI certification in accordance with the definitions provided in the FBI NIBRS Technical Specifications and the criteria provided in the FBI NIBRS User Manual.

**F. TECHNICAL REQUIREMENTS**

The bidder and any required hardware and/or software must meet the OCIO's requirements. Nebraska's current NIBRS reporting requirements can be found at <https://ncc.nebraska.gov/nibrs-manuals>. The State of Nebraska will move to the anticipated XML reporting format for submission to the FBI and will move to law enforcement, state, local and tribal agencies submission based upon this XML format (with NIBRS+ elements and STATUTE and OFFENSE TYPE added to the schema).

**G. PROJECT PLANNING AND MANAGEMENT**

A final project plan must be agreed upon by the Contractor and the Crime Commission within 30 days following contract execution. The Crime Commission acknowledges that there are unknowns, particularly the anticipated XML format for FBI NIBRS record submission which should be forthcoming from the FBI. The UCR/NIBRS Program Manager, will address day-to-day needs of the project while the Chief of the Information Services Division, will address the overall project plan.

**H. EVALUATE CURRENT PROJECT ENVIRONMENT  
CURRENT WORKFLOW**

The Nebraska Crime Commission has been accepting Nebraska NIBRS data as well as summary data from law enforcement, state, local and tribal agencies. The Nebraska Crime Commission has incorporated a number of Nebraska specific features that we intend to keep. Since known bidders of FBI NIBRS repositories

have products that address different features, the Crime Commission wants to explore the viability and approach of each bidder to meeting the state's needs. The bidder must address WORKFLOW and FEATURES in the bidder's response.

The current Nebraska workflow includes both NIBRS and NIBRS+. NIBRS is the basic FBI reporting of various fields (as outlined in the FBI manuals) with minor additions to be Nebraska specific. These extended elements and field values are included at <https://ncc.nebraska.gov/nibrs-manuals>. NIBRS+ is an extension, of NIBRS, including things such as person and location and vehicle identifiers. These extensions were included and allow for two main items of functionality: posting records to NCJIS and posting to N-DEX. It is the intention of the Nebraska Crime Commission to maintain this functionality and additional data utility.

Law enforcement, state, local and tribal agencies currently provide monthly files to the Crime Commission by uploading their files via NCJIS. This secures their data. If the law enforcement, state, local or tribal agency provides NIBRS+ information that data file is copied and those elements are removed, leaving a NIBRS monthly file. Crime Commission UCR/NIBRS staff then import the files into the Motorola UCRR system. This generates an error file which staff then contact the law enforcement, state, local or tribal agency and/or Contractor about to update and correct records (or staff may assist in this interim step). Staff also generate monthly and annual reports. Statistical reports can be generated using a variety of reporting tools, primarily external to the current NIBRS repository.

An annual file is generated from the current NIBRS repository in the CRIMEIN format, namely the summary format of the FBI. This is merged with UCR reports, received either electronically or via staff data entry. This process will be used until the FBI has made the final transition or until Nebraska is completely a NIBRS state. See WORKFLOW Attachment B.

Current reporting manuals and specifications can be found at <https://ncc.nebraska.gov/nibrs-manuals>

**I. PROPOSED RESOLUTION**

The Crime Commission has not added the new FBI data collection components (such as cargo theft and human trafficking) because of the known change to the base. This solicitation presents an opportunity to implement fully the FBI's reporting requirements. This will create a shift for law enforcement, state, local and tribal agencies and their RMS contractor and the Crime Commission must address a transition plan with the NIBRS repository contractor.

The Crime Commission has already begun discussions with law enforcement, state, local and tribal agencies and their RMS vendors of this change and the anticipated impact on reporting and processing by the Crime Commission.

The Crime Commission is working with the Administrative Office of the Courts and the Nebraska State Patrol to publish updates as a web service on changes to statutes. This list will include applicable Nebraska NIBRS codes and others. While statutes and Nebraska NIBRS codes may not be a one-to-one relationship it is the intent that this file can be used by programs to update their files, presumably monthly. Attachment C is a DRAFT of this file. Two files may be published: the exhaustive list and a file only reflecting changes in the last month.

**J. PERFORM IMPLEMENTATION**

An initial implementation plan must be included as part of the proposal response. This may involve exact issues about the proposed product, so a specific implementation and transition plan (for the Crime Commission as well as current and new NIBRS reporting agencies) has not been prescribed. However, the Crime Commission anticipates 2017 as being a year when the current and new repositories operate in parallel for testing with a complete switchover on or before January 2018 of law enforcement, state, local and tribal agency files. In 2017 the Crime Commission not only needs to have all current reporting law enforcement, state, local and tribal agencies migrated to the new repository but also be prepared to accept new agencies, including new fields and reporting based on the new format from the FBI. Since NIBRS reporting incorporates linking offense and arrest events that may span reporting files or uploads, it is imperative to migrate the existing NIBRS repository data and any files submitted in the transition to the new repository. This process and plan must be included in the proposed solution and implementation plan.

The Crime Commission requires FBI certification of the new NIBRS repository and submitted files by the end of 2017.

**K. PROVIDE POST IMPLEMENTATION SUPPORT**

The contractor must provide post implementation support to include help desk phone support between the hours of 8:00 a.m. - 5:00 p.m. Central Time. The bidder must describe the level and type of support (e.g. phone, on-site) as well as the guaranteed and/or expected response time.

Any new fields, values or reporting requirements from the FBI must be included in maintenance. It is anticipated that any Nebraska-specific requirements, beyond those listed in this proposal, will be charged per the optional hourly rates as noted on the cost proposal.

Helpdesk support is to be available to Crime Commission staff during regular business hours (8am-5pm Central Time). The bidder must describe the level of support, proposed response times (both for contact and resolution) and any items not covered by Helpdesk support.

The maintenance period, and associated costs, must begin no earlier than full acceptance of the product.

**L. DELIVERABLES (REQUIRED)**

Please see Attachment D, Cost Proposal.





## APPENDIX C: ADDITIONAL PRODUCT DESCRIPTIONS

This appendix provides additional detail to the Crime Insight product overview provided in the “Technical Approach” section.

### User Interface Description

Figure C-1 shows the data upload page for the Repository.

**Massachusetts Crime Perspective** Version 0.7

Welcome administrator [Sign out](#)

[Data upload](#) [Data status](#) [Reference file editor](#) [FBI submissions](#) [Summary data](#)

Upload a file...

Upload a file

[Browse...](#)

[Upload](#) [Cancel](#)

**Upload history**

Agency	Date	File name	Status
[Admin]	Wednesday, May 21, 2014 3:10 PM	MA0941100.X.1991.3	<a href="#">Completed with 3 warnings</a>
[Admin]	Wednesday, May 21, 2014 1:43 PM	MA0941100.X.1991.2	<a href="#">Completed with 1 error</a>
[Admin]	Tuesday, May 20, 2014 3:49 PM	MA0941100.X.1991.3	<a href="#">Completed with 3 warnings</a>
[Admin]	Tuesday, May 20, 2014 10:40 AM	MA0951100.A.2014.1	<a href="#">Completed</a>
[Admin]	Tuesday, May 20, 2014 9:47 AM	MA0093000.A.2014.04	<a href="#">Completed with 13 errors</a>
[Admin]	Monday, May 19, 2014 6:22 PM	MA0941100.X.1991.3	<a href="#">Completed with 3 warnings</a>
[Admin]	Monday, May 19, 2014 6:19 PM	MA0941100.X.1991.2	<a href="#">Completed with 1 error</a>
[Admin]	Monday, May 19, 2014 6:18 PM	MA0941100.X.1991.1	<a href="#">Completed</a>

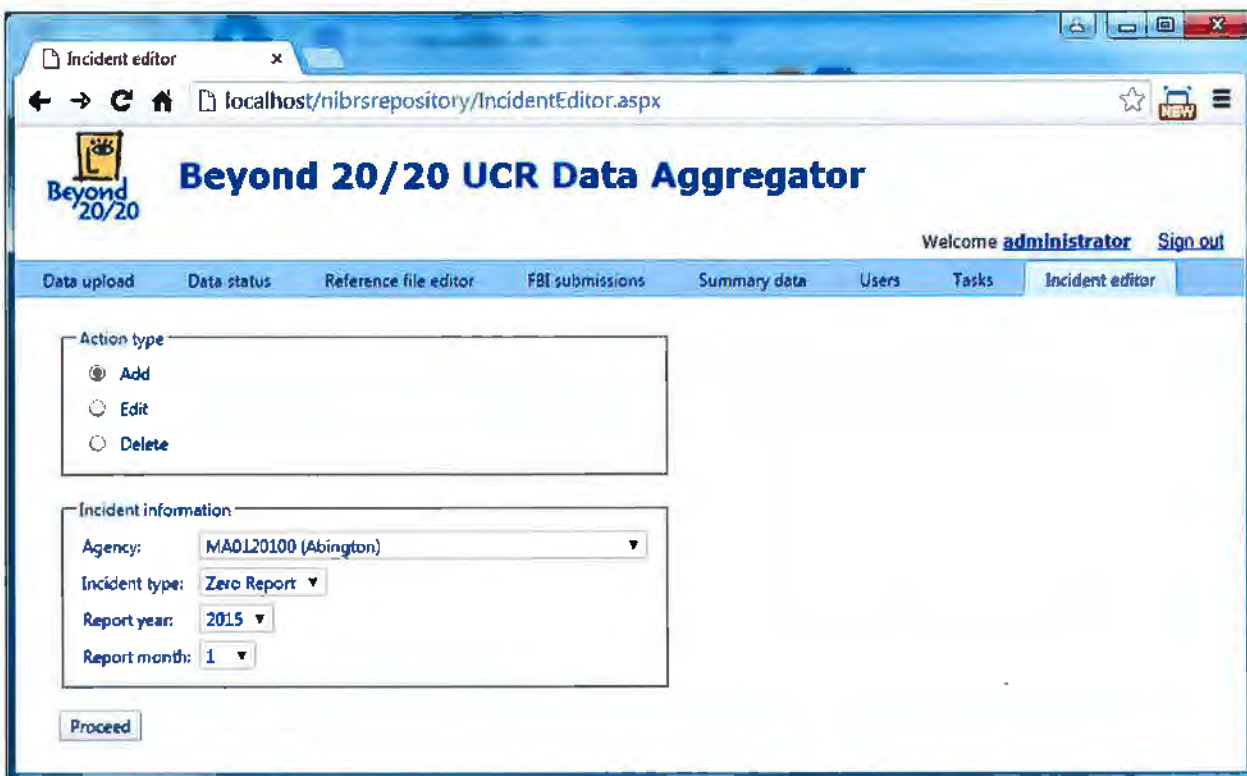
Figure C-1: Crime Insight File Upload Page

In addition to the history of uploads users can query the status of all of their data to find all outstanding errors in the system. Figure C-2 shows the Data Status page that is used for this purpose. When errors are corrected, they are automatically removed from this list.

Data upload						
Data status						
Reference file editor						
FBI submissions						
Summary data						
Unresolved errors and warnings						
The following 533 errors and 6427 warnings are unresolved						
Agency	Incident / B-Arrest / Zero Report	File name	Line number	Error code	Type	Description
Springfield						
Springfield	14-1381-OF	MA0071800.X.2014.2	3230	390	error	Illogical property description for the offe
Springfield	14-1637-OF	MA0071800.X.2014.2	2279	390	error	Illogical property description for the offe
Springfield	SPR201203569	history-copy_00031992	6315784	701	error	Arrest Date must be populated with valid
Springfield	14-306-AR	MA0071800.X.2014.2	4656	404 MA	warning	LEOKA (MA) Officer Assignment Type mu
Springfield	14-336-AR	MA0071800.X.2014.2	4552	404 MA	warning	LEOKA (MA) Officer Assignment Type mu
Springfield	14-423-AR	MA0071800.X.2014.2	4227	404 MA	warning	LEOKA (MA) Officer Assignment Type mu

Figure C-2: Crime Insight Data Status Page

The Crime Insight Incident Editor page, shown in Figure C-3, allows State or Agency Auditors to quickly and easily correct incident errors. The **Incident editor** allows users to Add, Edit or delete an incident.



The screenshot shows a web browser window with the title 'Incident editor'. The address bar displays 'localhost/nibrsrepository/IncidentEditor.aspx'. The page header features the 'Beyond 20/20' logo and the title 'Beyond 20/20 UCR Data Aggregator'. A navigation bar includes links for 'Data upload', 'Data status', 'Reference file editor', 'FBI submissions', 'Summary data', 'Users', 'Tasks', and 'Incident editor'. A user greeting 'Welcome administrator' and a 'Sign out' link are visible. The main content area contains two sections: 'Action type' with radio buttons for 'Add' (selected), 'Edit', and 'Delete'; and 'Incident information' with dropdown menus for 'Agency' (MA0120100 (Abington)), 'Incident type' (Zero Report), 'Report year' (2015), and 'Report month' (1). A 'Proceed' button is located at the bottom of the form.

*Figure C-3: Crime Insight Incident Editor*

The incident editor interface walks the user through all fields that require completion and alerts the user when an invalid submission has been entered. Figure C-4 shows one of the pages of the Incident Editor.

This feature is also gaining traction as a lightweight RMS to be leveraged by small agencies that are not equipped with a NIBRS-supported RMS system, whereby incidents can be submitted directly into the repository.

**Offense codes**

Current values: 120,290,354  
 New values (max. 10): 09A (Murder and Nonnegligent Manslaughter) - 3 selected  
 09B (Negligent Manslaughter)  
 09C (Justifiable Homicide)  
 100 (Kidnapping/Abduction)  
 11A (Forcible Rape)  
 11B (Forcible Sodomy)  
 11C (Sexual Assault With An Object)  
 11D (Forcible Fondling)  
 120 (Robbery)  
 13A (Aggravated Assault)

OK Cancel Clear

**Group A Incident Editor** ORE: MA0030800 (Fall River) Incident number: 14-3237-AR Submit Cancel

Administrative **Offenses (3)** Properties (4) Victims Offenders Arresters

Select offenses

Offense 1 of 3

Offense code:	120	Attempted/completed:	5	Offender using:	N
Location type:	20	Number of premises entered:	0	Method of entry:	none
Criminal activity:	none	Weapon type:	20	Bias motivation:	BB

*Figure C-4: Entering an Incident in Crime Insight*

System administrators at the State can generate FBI submission files at any time. These files contain all records that have been submitted to the State since the previous FBI submission, provided that they pass the edit checks. As the FBI does not yet accept automated file submission, the FBI files must be downloaded to the administrator's workstation and emailed to the FBI. After the FBI has processed the file, a response file (EDS file) is generated and emailed back to the administrator. The administrator can upload the file, and any errors reported by the FBI are automatically fed back into the system where agency users can view them.

### **Administrative Functions**

As shown in Figure C-5, site administrators can control the set of users who have access to the site and the jurisdiction(s) for which they can provide data. Administrators are allowed to submit data files for any agency. The following image displays the User Management tab, where user creation and permissions are assigned. Users can be assigned to a single or multiple ORI as required. Administrators can also quickly de-activate or modify user permissions.

welcome **admin**

Data upload	Data status	Reference file editor	FBI submissions	Summary data	<b>Users</b>	Tasks
+ Add new user   Settings						
User Name	First Name	Last Name	Organization	Email	ORI details	Update
Abington	A	Bington	MA0120100	q	MA0120100	✓
Action	a	clon	MA0090100	q	MA0090100	✓
Acushnet			MA0030100	q	MA0030100	✓
Adams			MA0020100	q	MA0020100	✓
administrator	Daniel	Bibe	Fusion Center	support@beyond2020.com		✓
Agawam			MA0070100	q	MA0070100	✓
Alford			MA0030100	q	MA0030100	✓
Amesbury			MA0050100	q	MA0050100	✓
Amherst			MA0020100	q	MA0020100	✓
Amherst College			MA0080100	q	MA0080100	✓

**Figure C-5: Crime Insight User Management**

Another function available to the system administrator is the ability to control the set of valid values accepted in each field in the record. This is controlled using reference tables that list the codes and the values for each field. For example, the set of valid location types is stored in one table, and the set of property types in another. The only limitation is that these tables only control the valid values. Any other special validation logic (such as which offense codes are applicable to each property type) must be programmed by Beyond 20/20 engineers.

Crime Insight also includes the ability to track all data that is submitted to the Repository. All records carry sufficient information to track them back to the file in which they were delivered. The system automatically tracks which records have been exported to the FBI and uses this information in order to ensure that each FBI file only contains records that are new or updated since the previous FBI file was generated. Each FBI file is retained and can be downloaded again if there is any need to track what records were submitted in any submission to the FBI.

As all this information is available in the database, Beyond 20/20 can generate any additional reports that are required by the State. If there is a need to include this information in the ad hoc reporting tool (see next question), we can configure the system to do this as well.

### **Crime Insight Reporting Pages**

The Beyond 20/20 solution is a web-based system that allows users to view, modify, save, and download reports based on the NIBRS data. It includes a set of standard reports that are easily configured by system administrators. Figure 3-6 shows the front page for the North Dakota internal site.



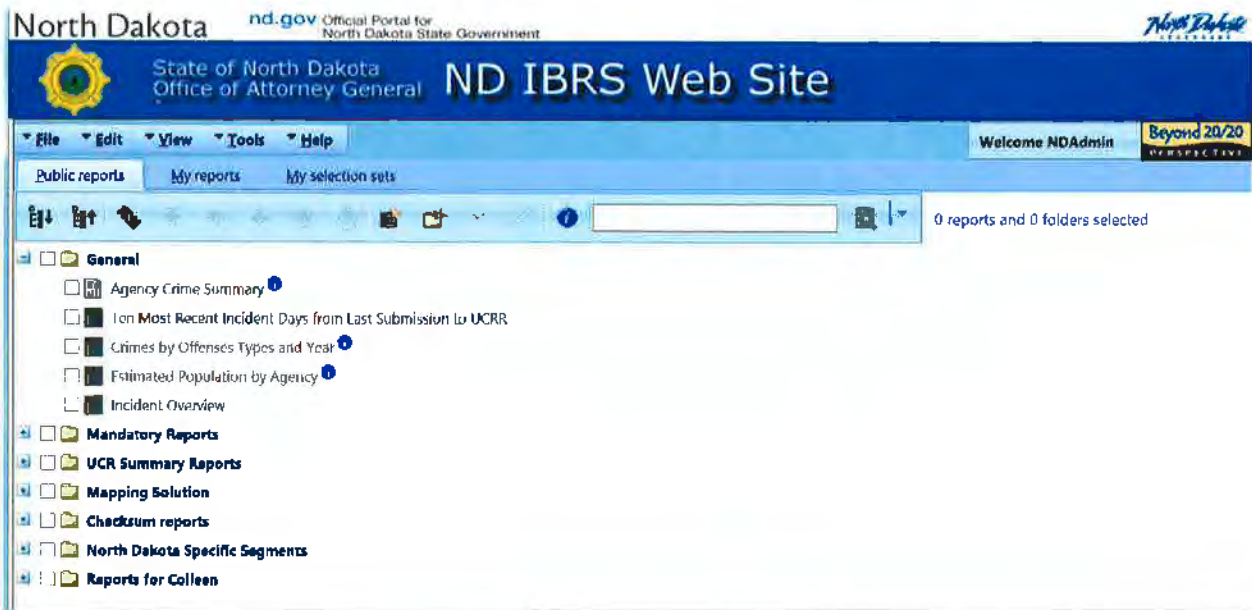


Figure C-6: Crime Insight Reporting

Reports can be saved in either tabular or chart format. Figure C-7 shows a typical table.

**Crimes by Offenses Types and Year**

Current date: 5/31/2014 7:10:18 AM (Eastern Daylight Time)  
Jurisdiction (Jurisdiction): North Dakota  
Measures: Number of Crimes

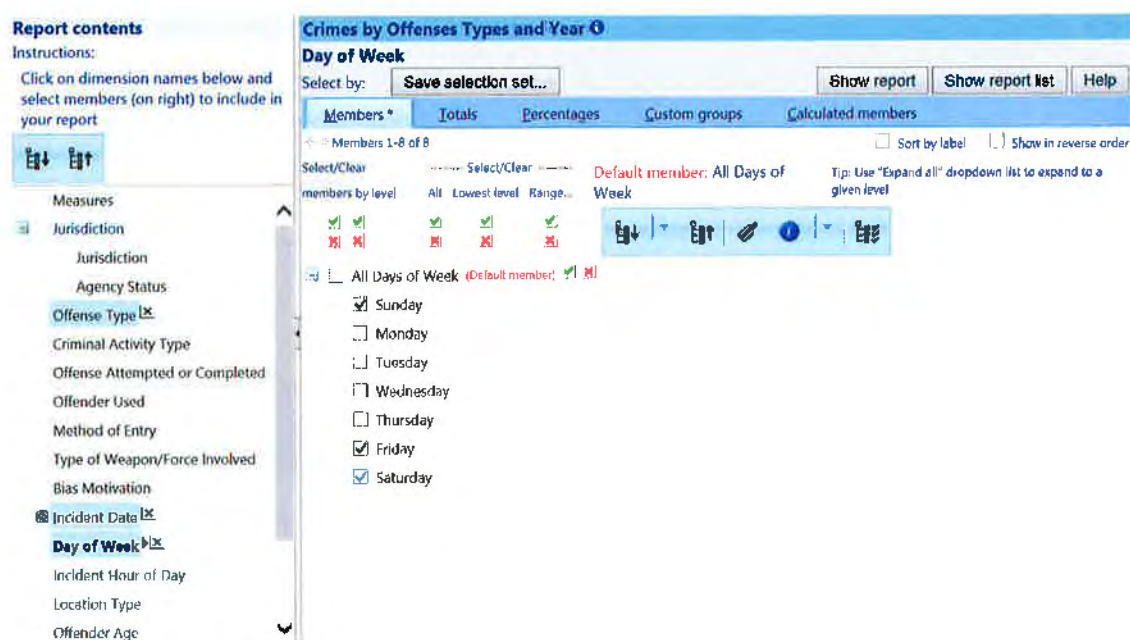
Rows 1-50 of 63 Columns 1-4 of 4

Incident Data	2010	2011	2012	2013
Offense Type				
All Offense Types	31,997	35,095	38,866	39,539
Crimes Against Person	7,635	7,692	8,530	8,606
Homicide Offenses	12	14	23	15
Murder	9	13	16	11
Negligent Manslaughter	2		7	4
Justifiable Homicide	1	1		
Assault Offenses	6,883	6,967	7,714	7,874
Vehicular Homicide				
Suicide				
Aggravated Assault	845	1,044	1,082	1,158
Simple Assault	4,814	4,999	5,424	5,424
Intimidation	819	824	1,077	1,137
Stalking	405	100	131	155
Kidnapping/Abduction	70	66	71	87
Sex Offenses, Forcible	566	532	622	573
Forcible Rape	276	270	261	244

Figure C-7: Typical Crime Insight Report

Once in any of these reports, users can select “dimensions” to be included in the report. These dimensions loosely correspond to fields within the NIBRS data. For any dimension, users can select the “members” or values that are relevant for the report. For instance, a user may wish

to see a report that breaks down the age of victims by the day of the week on which the incident occurred, for a given date range within a given jurisdiction. Figure C-8 shows the selection of members on the “Day of Week” dimension.



*Figure C-8: Member Selection*

Selecting dimensions and members, as well as arranging reports, adding calculations and other special features of the report can all be done with simple mouse clicks and drag/drop operations. Users can quickly toggle between viewing the resulting data in table and chart forms.

Users with sufficient permissions can also use Crime Insight’s “microdata” capability to view the individual records that make up the aggregated number shown in any cell of the table. Once in this view, users can sort this data or filter it based on other criteria. This view also includes incident numbers so that users can go back to source data to find out more information about the incident(s) in question.

A typical implementation of Beyond 20/20’s web reporting consists of three sites that differ in the target audience and available data. One of these is an internal site, which has access to all data that has been loaded into the system. This site is used for quality control, audit, and state-wide reporting for policy and/or research at the State level. A second site is made available to contributing agencies so they can see all of their own data, review QC reports and do their own analysis. A third site is made available to the general public, containing only data that has been fully reviewed and released (typically from the prior year) and no incident-level data at all.

## Ad-hoc Reporting

This is the area for which Beyond 20/20 is most known and where our service in NIBRS started. As part of the Crime Insight product, we have built a set of multi-dimensional OLAP “cubes”. These cubes contain all the data from the submitted NIBRS data, where each cube roughly corresponds to a segment of NIBRS, but include the linkages across the various segments. In this way, some very rich reporting can be done. Beyond 20/20 has created a web application that allows users to browse these cubes, apply calculations (such as totals, percentages, averages, standard deviations, etc), show charts, and display maps. The mapping element of the software is provided by a third-party GIS applications expert, but has been embedded seamlessly into our application.

## Custom Reporting

With any Crime Insight deployment, Beyond 20/20 also provides some fixed-structure reporting, using Microsoft’s Reporting Services tool. These reports can include multiple tables, graphics, maps and other objects blended together to meet the needs of specific reporting. Beyond 20/20 has used these to build pages for the Crime in Tennessee report, mapping for Montana and dashboards to highlight crime trends.

## Optional Components

The following graphic shows the crime trend dashboard that has been deployed in two states. Custom Dashboards are terrific way to organize key performance indicators and perform common trend analysis.

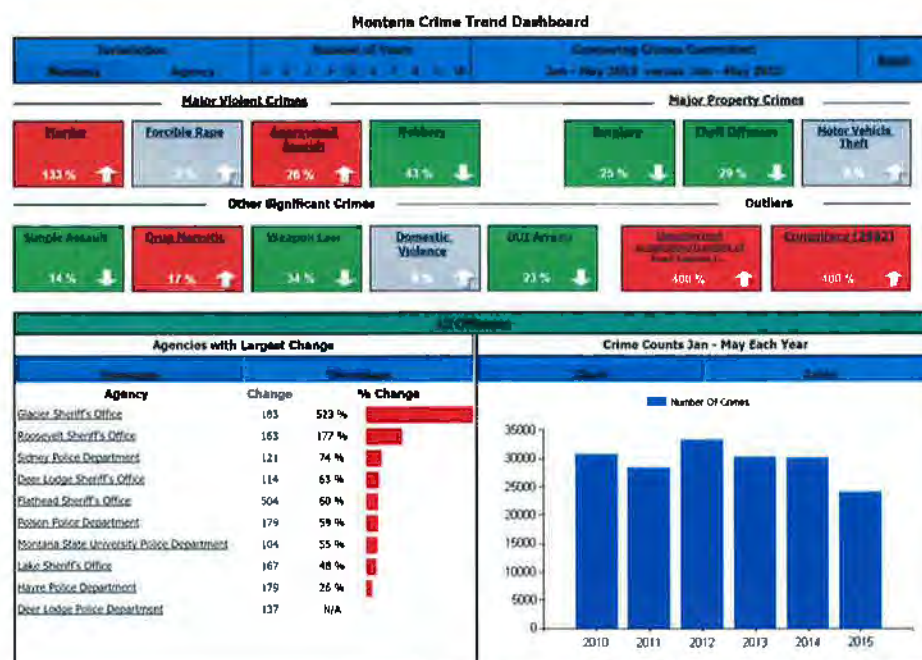
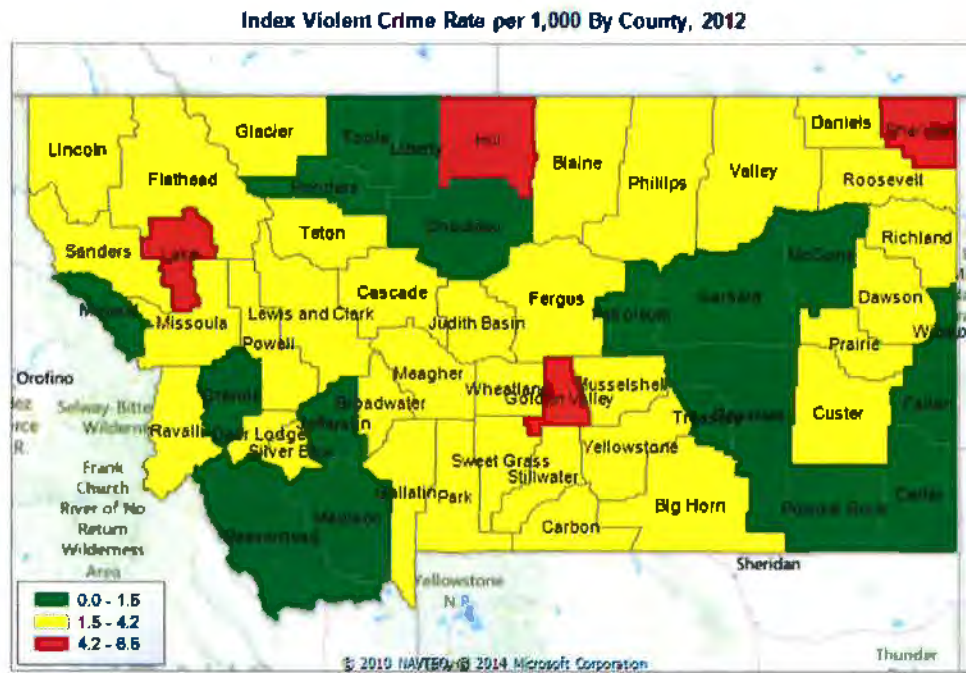


Figure C-9: Crime Trend Dashboard



Figure C-10 shows the map that Beyond 20/20 built for Montana. This has also been deployed in North Dakota.



*Figure C-10: Crime Mapping*



Pete Ricketts, Governor

## ADDENDUM ONE REVISED SCHEDULE OF EVENTS

Date: September 7, 2016

To: All Bidders

From: Connie Heinrichs/Nancy Storant, Buyers  
AS Materiel State Purchasing Bureau

RE: Addendum for Request for Proposal Number 5408 Z1 to be opened September 26, 2016 at 2:00 p.m. Central

### Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

Activity		Date/Time
5.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	<del>September 7, 2016</del> September 12, 2016
6.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	<del>September 20, 2016</del> September 26, 2016 2:00 PM Central Time
7.	Review for conformance of mandatory requirements	<del>September 20, 2016</del> September 26, 2016
8.	Evaluation period	<del>September 22, 2016 -</del> <del>October 7, 2016</del> September 27, 2016 – October 14, 2016
9.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD

<b>Activity</b>		<b>Date/Time</b>
<b>10.</b>	Post "Letter of Intent to Contract" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	October 19, 2016
<b>11.</b>	Contract finalization period	October 20, 2016-November 10, 2016
<b>12.</b>	Contract award	November 10, 2016
<b>13.</b>	Contractor start date	November 10, 2016

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal.

Pete Ricketts, Governor

## ADDENDUM TWO QUESTIONS and ANSWERS

Date: September 12, 2016

To: All Bidders

From: Connie Heinrichs/Nancy Storant, Buyers  
AS Materiel State Purchasing Bureau

RE: Addendum for Request for Proposal Number 5408 Z1  
to be opened September 20, 2016 at 2:00 p.m. Central Time

### Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>	<u>State Response</u>
1.			Please indicate the percentage of score assigned to each section listed in the "Evaluation of Proposal", section L.	The evaluation criteria available at the following link: <a href="http://das.nebraska.gov/materiel/purchasing/5408/5408.html">http://das.nebraska.gov/materiel/purchasing/5408/5408.html</a>
2.			Will the Crime Commission consider alternative approaches where a service provider hosts the system outside of OCIC?	It is not the preferred hosting solution, however, it will be considered.
3.			Is there grant funding tied to any of the proposed implementation dates specified in the RFP that the Crime Commission is required to meet? If so, please specify.	No, the funding is not tied to any implementation dates.

4.			<p>Please specify:</p> <ul style="list-style-type: none"> <li>○ How many agencies currently submit Nebraska Incident Based Reporting data electronically to the Crime Commission?</li> <li>○ How many agencies submit summary level data only?</li> <li>○ How many agencies currently do not submit?</li> </ul>	<p>1-There are 85 agencies submitting NIBRS (78 currently submitting NIBRS and NIBRS+ and 7 currently submitting NIBRS but not NIBRS+).</p> <p>2-There are 58 agencies submitting UCR.</p> <p>3-There are 65 agencies submitting through another agency or not submitting.</p>
5.	N.A.	N.A.	Will the State of Nebraska please provide a list of all vendors that submit questions for this solicitation?	No, this information is not made available to the public until the Intent to Award has been issued.
6.	N.A.	N.A.	Will the State of Nebraska please provide a list of all vendors that attend the pre-proposal tele-conference	<p>Del Khalife, Beyond 2020</p> <p>Gilles Russell, Beyond 2020</p> <p>Melissa Winesburg, Optimum Technology Inc.</p> <p>Mark Wooderson, Caliber Public Safety</p> <p>Terry Halbach, Caliber Public Safety</p> <p>Mike McGarry, Caliber Public Safety</p> <p>Loren Pettit, Appriss Inc.</p> <p>Ray Atencio, Appriss Inc.</p>
7.	N.A.	N.A.	What are the number of law enforcement agencies in Nebraska that will require a direct entry to RMS solution to facilitate reporting crime data to the State of Nebraska?	<p>This is currently unknown as agencies may have an RMS but do not currently submit NIBRS, may acquire an RMS (or use another agencies RMS) and begin submitting NIBRS, or may have another option. The Crime Commission will not mandate the approach an agency takes. Additionally, this may change over time.</p> <p>However, the State anticipates an estimated 75-100 agencies needing the direct entry or RMS solution.</p>
8.	N.A.	N.A.	Is there an established budget for this effort?	<p>The NCS-X grant award includes \$350,000 for repository replacement.</p> <p>Please see the grant and application, Attachment E. The State of Nebraska has received verbal confirmation the grant will be extended through December 31, 2018.</p>
9.	N.A.	N.A.	What NIBRS specific products have you already looked at?	<p>It is assumed the question means NIBRS repository products.</p> <p>The State has only looked at products on display at conferences (e.g. ASUCRP).</p>
10.	N.A.	N.A.	Given that the final response to questions will be published on September 7th, will the State of Nebraska consider an extension to the due date of this proposal?	<p>Please see revised Schedule of Events located at <a href="http://das.nebraska.gov/materiel/purchasing/5408/5408%20Z1%20NIBRS%20Repository%20RFP%2008092016.pdf">http://das.nebraska.gov/materiel/purchasing/5408/5408%20Z1%20NIBRS%20Repository%20RFP%2008092016.pdf</a></p> <p>Please continue to monitor the website for any</p>

				updates.
11.	N.A.	N.A.	Has the State of Nebraska received a grant for this project implementation? If so, what was the amount of the grant award? Is a copy of the grant available for review?	Please see response to question #8.
12.	N.A.	N.A.	Will Nebraska maintain two systems – the old Nebraska implementation (Motorola) and the new NIBRS repository until all law enforcement agencies transition from Summary to NIBRS?	No. The intent is to run both systems for testing and while currently reporting NIBRS agencies/vendors make the transition to the new format but this is to be no later than August, 2018. Any new NIBRS submissions will be required to be under the new format and process.
13.	N.A.	N.A.	How many agencies are doing SRS, NIBRS and NIBRS+	Please see response to question #4.
14.	N.A.	N.A.	How does the State of Nebraska currently accept upload files from the local law enforcement agencies?	Files are uploaded via NCJIS. The NIBRS+ elements are stripped off the file to create the NIBRS file, assuming NIBRS+ elements are included, then staff loads the NIBRS file into the current repository.
15.	N.A.	N.A.	Who is your current NIBRS vendor?  Does this vendor support NIBRS plus?	Motorola is the current NIBRS repository vendor.  No, NIBRS+ is separated from current NIBRS submissions after submission via NCJIS.
16.	N.A.	N.A.	What law enforcement agency specific information does the State of Nebraska intend to collect, if any, such as county, population of agency, etc?	At this time the State of Nebraska does not intend to collect any law enforcement agency specific information through NIBRS submissions.
17.	N.A.	N.A.	What are the timeline expectations for 2016 system installation.  Is this the base repository application?	Given the projected award date, the State does not anticipate installation in 2016.  The State anticipates the base repository application will be projected for early 2017 installation.
18.	N.A.	N.A.	Do any specific fields need to be encrypted?	Yes, fields with personal identifiers must be encrypted. NIBRS+ includes personal identifiers. These cannot be transmitted over, for instance, an open Internet connection.
19.	N.A.	N.A.	When does the State of Nebraska anticipate completing the XML schema for NIBRS plus?	The State of Nebraska is projecting the end of 2016 for completing the XML schema for NIBRS plus but that is dependent upon the FBI's final release of the base specification.

20.	N.A.	N.A.	What does the State of Nebraska consider "Go Live", is it (1). Upon completion of UAT, (2). Upon FBI NIBRS Certification, (3). Upon submission of data from at least one RMS, or another alternative.	Go Live is considered a combination of completion of UAT, FBI NIBRS Certification, and submission of data from a minimum of two RMS systems.
21.	Section IV-A	Page 38	Under the 2018 implementation schedule, there is mention of training for local agencies. Does the State of Nebraska intend to use state-level trainers or will the vendor be responsible for training all local agencies on the proposed RMS?	Crime Commission staff will be responsible for training local agencies.  During testing the Contractor is required to assist with clarifications regarding FBI requirements, address repository specifics and assist with repository questions around record rejections.
22.	Section IV-A	Page 38	Please clarify in which stages of the schedule does the state anticipate vendor involvement.	Contractor involvement will begin when the contract has been executed. The contractor must meet all requirements of the RFP.
23.	Section IV-B	Page 38 & 39	Does the State of Nebraska intend to purchase all state required hardware? If so, should the bidder provide recommended hardware? Do costs need to be submitted for this recommendation?	It is the State's preference to house the system in the OCIO's environment and utilize virtual machines and a shared SAN. The bidder should describe requirements for this environment.  If a bidder recommends or requires a different environment. Lines can be added to the cost sheet to address any specific hardware or costs. All costs associated with the bidder's solution must be included in Attachment D, Cost Proposal Sheet.
24.	Section B-Project Environment	Page 38 & 39	Will the State of Nebraska consider a hosted solution?	Please see response to question #2.
25.	Section IV- C, Question 1	Page 39	Are there validations for the NIBRS+ Fields?	Currently there are no validations for the NIBRS+ fields.
26.	Section IV- C, Question 1	Page 39	In this section, there is a statement about reversion to the FBI NIBRS specifications. Does this mean that Nebraska wants the NIBRS+ elements in the repository or will they be stored at another location?	It is not required that the NIBRS+ elements be stored in the repository.

27.	Section IV- C, Question 1	Page 39	If the NIBRS+ elements are to be included in the repository, are they to be included in the segments outlined in the specifications? Or as an add-on segment.	Please see response to question #26.
28.	Section IV- C, Question 1	Page 39	May a vendor propose pricing for two options for local law enforcement agencies that do not own an RMS – direct entry and an RMS application?	Yes, all costs associated with the bidder's solution must be included in Attachment D, Cost Proposal Sheet.
29.	Section IV- C,	Page 39	The State of Nebraska references the NIBRS (Nebraska Incident Based Reporting System) Repository functionality. Will the successful bidder be expected to install Nebraska customizations beyond the FBI required fields by the end of 2016?	No, Nebraska customizations are not required by the end of 2016 (given the schedule). However, the Contractor must include all Nebraska customizations before testing prior to implementation.
30.	Section IV- C,	Page 39	Please further explain what is meant by "Certain code values and fields were added to the previous release of NIBRS and are used by agencies and RMS vendors". What is meant by this statement? Is the State of Nebraska referencing FBI enhancements to the FBI NIBRS specification.	This is referencing Nebraska specific requirements and enhancements to the FBI NIBRS specification.
31.	Section IV- C,	Page 39	Is it intended that the only additional fields to be added to the NIBRS repository are Statute Number, Offense Type, and Offense Class?	Yes.
32.	Section IV- C,	Page 39	How will the NIBRS+ fields be handled? It appears they will not be ingested into the repository. Is this correct?	Please see response to question #26.
33.	Section IV- C,	Page 39	Does the reference to pre-set mean "canned" reports?	Yes.
34.	Section IV- C,	Page 39	There is a reference to summary reporting. Is the bidder expected to provide both NIBRS and SRS	No, only NIBRS functionality is required in the repository.

			functionality in the repository? If so, exactly what SRS functionality is the State of Nebraska seeking? Does it include FBI's additional LEOKA, Human Trafficking, Hate Crime and Cargo Theft Summary reports?	
35.	Section IV-C,	Page 40- Question 5	According to FBI staff, there have been significant changes from FBI Technical Specification Version 2.1 to FBI Technical Specification Version 3.0. If the State of Nebraska converts data from existing submissions, how will data validation errors be handled by the state?	The State of Nebraska does not intend to convert data from existing submissions.
36.	Section IV-C, Question 10	Page 40	XML Schema is Nebraska's preferred way to submit and receive data from the FBI. Given that the FBI has not finalized the Technical Specification Version 3.0 and the XML Schema still needs to be revised, will Nebraska support both flat file and XML submissions for a period of time?	<p>XML will be the State's primary format for submission. If an RMS vendor needs time, the State will support flat file submission (in the generic FBI format) for a limited time. The State does not intend to accept flat files in the new repository.</p> <p>Flat files will continue to be accepted for the current repository until the Contractor is able to submit to the new repository under the new schema and be tested for compliance. All submissions to the selected repository are anticipated to be XML.</p> <p>If a bidder sees this as a necessary interim step they should clearly state so in the workflow.</p>
37.	Section IV-C, Question 5	Page 40	For additional clarity please confirm if this question asks the following, Does the question intend to confirm whether the selected repository contractor accepts the currently specified flat file data format from the FBI? If so, does Nebraska intend to reduce data to a fixed format in 2017 should an existing RMS vendor doing business with Nebraska law enforcement agencies not update to the XML format.	All RMS providers will be required to convert to the new format.
38.	Section IV- C, Question	Page 41	Is this referencing updates after the NIBRS Technical Specification Version 3.0 is	Yes.



	9		implemented?	
39.	Section IV-E	Page 41	If the NIBRS+ elements are to be included in the repository, are they to be included in the segments outlined in the specifications? Or as an add-on segment.	Please see response to question #27.
40.	Section IV- E, Question 10	Page 42	Does the State of Nebraska want the NIBRS+ elements to be stored in the repository and not validated or will they be stored at another location?	Please see response to question #27.
41.	Section IV-E	Page 41	Please confirm that Cargo Theft, LEOKA and Human Trafficking data collection will be as per specifications available on the following location: <a href="https://ucr.fbi.gov/technical-specifications">https://ucr.fbi.gov/technical-specifications</a>	The State requires that the Contractor conform with all current FBI specifications.
42.	Section IV-E, requirement 4	Page 42	This requirement states that the NIBRS+ fields will not impact the repository vendor given that the XML format will come into play. This is in contradiction to the requirement for a repository which has a direct entry UI, or RMS to allow for data to be entered directly. Or does this mean that the direct entry UI/RMS associated to repository need not cater to NIBRS+ fields. Or does this mean that once XML format is released by FBI and by Nebraska there will not be any requirement for a direct entry UI/RMS.	<p>The statement was intended to apply to file submission not data entry. This is correct in that it will/can affect data entry or RMS.</p> <p>Data entry or RMS functionality must allow for NIBRS+.</p> <p>Direct entry will remain as a requirement as Nebraska has numerous agencies that are not anticipated to be immediately automated.</p>
43.	Section IV-H	Page 42	Does the State of Nebraska intend to continue to provide local law enforcement the ability to upload their files via NCJIS?	That is not a requirement. The method of uploading or transmitting the data files needs to be addressed in the workflow proposed by the bidder. This should include a discussion and proposal of how NCJIS will obtain the file for posting of NIBRS+ data to NCJIS.
44.	Section IV-H	Page 43	This section states that: "Statistical reports can be generated using a variety of reporting tools, primarily	No other formats are required.

			external to the current NIBRS repository." Please clarify any formats or additional requirements for data to be fed into these tools.	
45.	Section IV-H	Page 43	Top of the page there is a reference to transitioning data to the Summary Format. Is the State of Nebraska expecting the Repository vendor to perform this conversion?	The Crime Commission will perform the conversion utilizing an external program.
46.	Section IV-H	Page 43	How many years of data does the State of Nebraska intend to migrate from the old system? What is the size of the current database? How many incidents Group A and Group B are in the current database?	<p>The State intends to migrate data from approximately 1994.</p> <p>The current database is approximately 2.7G (this is in reference to the NIBRS database).</p> <p>Group A offenses and arrests: approximately 656,058 (NIBRS)</p> <p>Group B arrests: approximately 199,236 (NIBRS)</p>
47.	Cost Proposal - Attachment D	N.A.	Initial Contact Period - For Line # 2, Support and Maintenance - how many months of Maintenance Cost do we propose.	Please see revised Cost Sheet.
48.	Cost Proposal - Attachment D	N.A.	Evaluation Criteria: For purpose of cost proposal evaluation, how many years of optional renewal period costs are included.	The State of Nebraska does not include Renewal periods or Optional Services as part of the evaluation.
49.	Cost Proposal - Attachment D	N.A.	Can we add additional line items in the cost proposal if an item does not fit into any of the descriptions mentioned therein - eg., Training	Yes. The bidder must include all costs associated to their proposed solution in the submission of their cost proposal.
50.	Cost Proposal - Attachment D	N.A.	Initial Contract Period - Is there a specific begin date for the initial contract period or can we assume that the start date of the initial contract period is the date of signing of the contract.	Per the RFP, A contract resulting from this Request for Proposal will be issued approximately for a period of five (5) years effective the date of award. The contract has the option to be renewed for five (5) additional one (1) year periods as mutually agreed upon by all parties.
51.	Cost Proposal - Attachment D	N.A.	Initial Contract Period - When does the initial contract period end. Is there a specific date or is it June 30, 2017 whatever may be	Please see response to question #50.

			the date of Go-Live sign off or even if it is not Go-Live before June 30, 2017.	
52.	Cost Proposal - Attachment D	For Line # 5, external hardware costs -	Are these the Vendor hosted hardware and infrastructure costs for the application software - i.e., data center hosting fees.	If the bidder is proposing a hosted solution any and all costs to the State of Nebraska must be itemized and included in the cost proposal.
53.	Terms and Conditions - 3. Insurance Coverage and Amounts Required	19	<p>We meet all requirements except for Abuse and Molestation, which is not included under our policy.</p> <p>This coverage is typically added for schools, daycares, retirement homes, etc, when working with vulnerable groups. We request that this requirement be waived as it is not impactful to the Buyer/ Vendor relationship in this case..</p>	This is a part of Section III Terms and Conditions, the bidder has the opportunity to Accept, Reject or Reject and Provide Alternative.
54.	Terms and Conditions / 3. Insurance Coverage and Amounts Required	19	This is not mandatory requirement for our type of Business in Ontario, and we do not have US employees. We request that this requirement be waived?	Please see response to question #53.
55.	Terms and Conditions / 3. Insurance Coverage and Amounts Required	19	<p>Umbrella/Excess policies are typically required to address activities posing a greater risk of bodily injury or property damage, i.e. construction work.</p> <p>Beyond 20/20's current Commercial General Liability limit of \$2M meets all other contractual requirements.</p> <p>We request the State of Nebraska waive the Umbrella/Excess requirement as it does not pertain to our business relationship.</p>	Please see response to question #53.
56.	Terms and	19	This is typically required in cases where you would have	Please see response to question #53.

	Conditions / 3. Insurance Coverage and Amounts Required		access to a client's money and securities (including electronically). We request that this requirement be waived as it is not impactful to the Buyer/ Vendor relationship in this situation.	
57.	Section IV - Project Description and Scope of Work  H. EVALUATE CURRENT PROJECT ENVIRONMENT	42	Paragraph 3 describes a process in which files are uploaded to NCJIS and certain fields are stripped off. NIBRS+ data elements are sent to N-DEX and/or NCJIS. How much of this functionality should be replicated in the new system? Does the Crime Commission expect the new repository to submit data to N-DEX? Or should the new repository simply ignore any NIBRS+ fields, storing only the NIBRS fields?	The new repository is not required to generate or submit N-DEX files.
58.	A – Project Overview	38	Understanding the requirement to finalize a submission format for RMS to the repository, would the State please provide an anticipated number of different RMS systems which will be submitting data?	This is dependent on the RMS format chosen by the agencies. The Crime Commission will not mandate a particular RMS vendor. All RMS vendors will be required to submit data in the same format.
59.	A – Project Overview	38	Would the State please provide a ballpark number of agencies expected to submit NIBRS data and the State's anticipated timeframe?	This is partly contingent upon whether or not a direct data entry solution is chosen by agencies. The State anticipates approximately 125-150 agencies to submit NIBRS data. The Crime Commission will parallel the FBI timeline with an anticipated full conversion to NIBRS by 2021.
60.	A – Project Overview	38	We understand that "installation and implementation of NIBRS Repository software" is scheduled for 2016. Is there a specific go-live date that the State is targeting?	Given the award date and the delay in the XML schema from the FBI we will not target installation for 2016. The Crime Commission requires installation in early 2017 and FBI certification by December, 2017.
61.	A – Project Overview	38	With regard to direct entry data submission referenced as an option for agencies that do not maintain their own RMS, is it acceptable to propose a client tool for manual data entry?	Yes, but it's use needs to be clearly identified in the proposed workflow. This must include any necessary steps, maintenance or interaction with Crime Commission staff and any workloads.
62.	A – Project Overview	38	How does the State plan to assist small agencies or agencies that do not have	The intent of the direct data entry component and/or inclusion of an RMS by the bidder is to assist agencies. The cost proposal must include

			RMS vendors that can submit a NIBRS file submit NIBRS data? Additionally, is the cost of helping these agencies expected to come from the grant funds?	any and all necessary costs to support their bid response. The Crime Commission does not have funds to assist agencies beyond the scope described in the RFP. Law enforcement agencies would need to bear any costs needed for things such as hardware or licensing.
63.	A – Project Overview	38	What will be the role of the NIBRS vendor in the FBI Certification process?	The Crime Commission will submit necessary files to the FBI for certification. The Contractor will be required to make any identified and necessary changes but this will be done through communications with the Crime Commission.
64.	General Question	n/a	Have the agencies currently sending NIBRS been certified?	The Crime Commission requires test files from each agency for several months (depending on size and number of incidents) before considering them certified with the State. The State uses acceptance by the FBI as certification for a vendor. The repository must meet the FBI's certification process.
65.	General Question	n/a	If fees are charged by the RMS vendors in order to send the NIBRS data in a NIBRS format will the cost be paid by the agency, the State of Nebraska, or are those fees expected to come from the \$350,000 dollar grant?	Any costs would be the responsibility of the submitting law enforcement agency.
66.	2B. – Financial Statements	44	We understand that financial statements are required as part of our proposal submission. As a private company, we typically do not disclose our audited financial reports. Would a recent Dun & Bradstreet Business Information Report suffice in lieu of our financial report?	It is at the discretion of the bidder as to the type of financial statements they submit with their proposal.
67.	Cost Proposal	Attachment D	Grant funding for the project was referenced in the pre-proposal tele-conference. As discussed, would the State please make available the grant award information?	Please see response to question #11.
68.	Cost Proposal	Attachment D	A \$350,000 grant was referenced during the pre-proposal tele-conference as the funding source for the NIBRS project. Would the State provide clarity on whether this funding is for the entire 5-year initial contract period?	The State is requesting the bidder's expertise to offer the best solution that meets the requirements of the RFP.
69.	Cost	Attachment	Is annual maintenance and	Please see response to question #68.

	Proposal	t D	support included in the \$350,000 grant funding or will costs for support and maintenance be paid separately?	
70.	General Question	n/a	What will be the role of the NIBRS vendor in the resolution of errors in NIBRS submissions to the repository?	The repository Contractor is required to assist in clarifying the type of error.
71.	General Question	n/a	What will be the role of the NIBRS vendor in monitoring and maintaining network connectivity with submitting agencies and the FBI?	The Crime Commission will be the only entity submitting to the FBI. The Contractor will not monitor network connectivity. This assumes the files are generated and then sent from outside the repository. If some other workflow is proposed the bidder must be explicit.
72.	B – Project Environment	38-39	<p>If the solution is hosted with the State</p> <p>a. Will the NIBRS vendor have network connectivity for remote support?</p> <p>b. Will the NIBRS vendor be able to use 3rd party monitoring software that sends server availability, response time, and http errors to a vendor hosted outside of the OCIO environment? (NewRelic)</p> <p>c. Will application and system logs be able to be sent to a 3rd party vendor to assist in monitoring? (SumoLogic)</p> <p>d. Does OCIO have existing monitoring software that needs to be integrated with?</p> <p>e. Will the NIBRS vendor be able to send monitoring information and full http request information to a data center outside of the OCIO environment?</p>	<p>Yes, VPN access is available to third party vendors.</p> <p>If the hardware is hosted by OCIO third party software will not be used, if Contractor hardware is placed in the OCIO data center, vendor can manage the hardware.</p> <p>Sending logs to a third party may be a security concern, the state is licensed to use the IBM Qradar SIEM software for log management.</p> <p>Yes, depending on the hardware environment proposed by the bidder.</p> <p>No, this may be a security concern.</p>

73.	General Question	n/a	Will NIBRS+ data need to be submitted to NDEX?	Please see response to question #57.
74.	E – Scope of Work	41-42	Will NIBRS+ data need to be searchable through a web portal by Person and Vehicle demographic data?	No. Please see response to question #57.
75.	E – Scope of Work	41-42	Will NIBRS+ data need to be searchable through a web portal by Location data?	No. Please see response to question #57.
76.	E – Scope of Work	41-42	What will be the role of the NIBRS vendor in requesting data submissions from agencies in NIBRS format?	The Crime Commission will be responsible for contacting RMS vendors regarding the switch to the new format and submission to the new repository.
77.	E – Scope of Work	41-42	What will be the role of the NIBRS vendor in requesting data submissions from agencies in NIBRS+ format?	Please see response to question #76.
78.	E – Scope of Work	41-42	Once an agency begins submitting NIBRS+ data do all future submissions require NIBRS+ fields?	Yes.
79.	General Question	n/a	Are there validation rules required on NIBRS+ fields?	No.
80.	General Question	n/a	If NIBRS+ fields are not valid how is that reported?	Please see response to question #79.
81.	General Question	n/a	Are the validation of NIBRS and NIBRS+ fields validated at different steps in the workflow so that NIBRS submission could still succeed?	Please see response to question #79.
82.	N.A.	N.A.	When Nebraska applied for the BJS grant, was it intended to cover both repository and RMS implementation?	The grant application did not specifically require an RMS component.
83.	Cost Proposal-Attachment D	N.A.	Is the initial contract period one year or 5 years?	Please see response to question #50.
84.	Cost Proposal-Attachment D	N.A.	Which pricing period will be considered for the purposes of evaluation i.e. only initial contract period, initial contract period plus first five years of maintenance, or will the optional renewal period be considered too?	Please see response to question #48.

85.	N.A.	N.A.	Since the state expects to use the existing SRS solution until phased out, Will the reports website/UI be expected to be integrated with the SRS reports UI to provide a single interface to the end user.	The Crime Commission will need to access the data and database.
86.	Attachment B- NIBRS and UCR Flowchart	N.A.	As per the current workflow, the system accepts summary and NIBRS data in xlsx and csv format. Will the new system also be expected to accept data in these formats or is flatfile and XML submission sufficient.	Please see response to question #36.
87.	Attachment B- NIBRS and UCR Flowchart	N.A.	Where do the stored procedures live in the database?	The stored procedure is all external to the NIBRS repository.
88.	Attachment B- NIBRS and UCR Flowchart	N.A.	Will the vendor be expected to replace the MySQL website.	No.
89.	N.A.	N.A.	Will the state be using their own report module, or will the report module from the repository vendor be used	The repository's report module will be used.
90.	Attachment B- NIBRS and UCR Flowchart	N.A.	Does the Import.csv file indicated in the workflow refer to SRS file, or NIBRS files.	The .csv files are SRS files.
91.	Attachment B- NIBRS and UCR Flowchart	N.A.	Which portions of the workflow is Nebraska expecting to retain till 2018	The State will continue utilizing the process outlined in Attachment B until the State has reached the capacity for NIBRS statewide. While it is now integrated to merge data from the current NIBRS repository the State will use the new NIBRS repository as a source to continue the process so the State can publish statewide data in a consistent "Crime in Nebraska" format. The Crime Commission will



				provide summary reports to NIBRS submitting agencies as well as NIBRS reports, allowing for comparison in the transition.
92.	Attachment B- NIBRS and UCR Flowchart	N.A.	Is the current workflow expected to be completely replaced by the vendor's workflow by 2018? If not what portions will be replaced by the vendor's workflow.	The State is looking to utilize this technology as soon as possible, however, given the current FBI timeline, this will be no later than 2021.
93.	Attachment B- NIBRS and UCR Flowchart	N.A.	Where does Nebraska's NCJIS portal fit in the current workflow?	Attachment B does not include any interaction with NCJIS.
94.	N.A.	N.A.	Which version of the NIBRS Technical Specifications is the repository expected to support.	The Crime Commission will use the latest version from the FBI which is anticipated to be version 3.0. However, the Contractor is required to support the current FBI version requirements.
95.	N.A.	N.A.	Does Nebraska only send SRS data to the FBI currently, or both NIBRS and SRS Data,	Nebraska sends both NIBRS and SRS data to the FBI.

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal.

Pete Ricketts, Governor

## ADDENDUM THREE REVISED SCHEDULE OF EVENTS

Date: October 19, 2016

To: All Bidders

From: Connie Heinrichs/Nancy Storant, Buyers  
AS Materiel State Purchasing Bureau

RE: Addendum for Request for Proposal Number 5408 Z1 to be opened September 26, 2016 at 2:00 p.m. Central

### Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

	Activity	Date/Time
9.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
10.	Post "Letter of Intent to Contract" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	October 19, 2016 TBD
11.	Contract finalization period	<del>October 20, 2016</del> November 10, 2016 TBD
12.	Contract award	November 10, 2016 TBD
13.	Contractor start date	November 10, 2016 TBD

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal.

Pete Ricketts, Governor

## ADDENDUM FOUR REVISED SCHEDULE OF EVENTS

Date: November 1, 2016

To: All Bidders

From: Connie Heinrichs/Nancy Storant, Buyers  
AS Materiel State Purchasing Bureau

RE: Addendum for Request for Proposal Number 5408 Z1 opened September 26, 2016 at 2:00 p.m. Central

### Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

Activity		Date/Time
9.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	<del>TBD</del> November 9-10, 2016
10.	Post "Letter of Intent to Contract" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	<del>October 19, 2016</del> TBD
11.	Contract finalization period	<del>October 20, 2016-November 10, 2016</del> TBD
12.	Contract award	November 10, 2016 TBD
13.	Contractor start date	November 10, 2016 TBD

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal.

**State of Nebraska (State Purchasing Bureau)**  
**REQUEST FOR PROPOSAL FOR CONTRACTUAL**  
**SERVICES FORM**

RETURN TO:  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508  
Phone: 402-471-6500  
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
<b>RFP 5408 Z1</b>	<b>August 10, 2016</b>
OPENING DATE AND TIME	PROCUREMENT CONTACT
<b>September 20, 2016 2:00 p.m. Central Time</b>	<b>Connie Heinrichs/Nancy Storant</b>

This form is part of the specification package and must be signed in ink and returned, along with proposal documents, by the opening date and time specified.

**PLEASE READ CAREFULLY!**

**SCOPE OF SERVICE**

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau, is issuing this Request for Proposal, RFP Number 5408 Z1 for the purpose of selecting a qualified contractor to provide a version of a commercial NIBRS (National Incident Based Reporting System) Repository meeting specific needs of Nebraska.

Written questions are due no later than August 22, 2016, and should be submitted via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov). Written questions may also be sent by facsimile to (402) 471-2089.

A Pre-Proposal Tele-Conference will be held on Wednesday, August 24, 2016 at 10:00 am.

Bidder should submit one (1) original of the entire proposal. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing Bureau by the date and time of proposal opening per the schedule of events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order for a bidder's proposal to be evaluated.
3. 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. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.02, all State contracts in effect as of January 1, 2014, and all contracts entered into thereafter, will be posted to a public website. Beginning July 1, 2014, all contracts will be posted to a public website managed by the Department of Administrative Services.

In addition, all responses to Requests for Proposals will be posted to the Department of Administrative Services public website. The public posting will include figures, illustrations, photographs, charts, or other supplementary material. Proprietary information identified and marked according to state law is exempt from posting. To exempt proprietary information you must submit a written showing that the release of the information would give an advantage to named business competitor(s) and show that the named business competitor(s) will gain a demonstrated advantage by disclosure of information. The mere assertion that information is proprietary is not sufficient. (Attorney General Opinion No. 92068, April 27, 1992) The agency will then determine if the interests served by nondisclosure outweigh any public purpose served by disclosure. Cost proposals will not be considered propriety.

To facilitate such public postings, 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 response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a response to this RFP, specifically waives any copyright or other protection the contract or response to the RFP may have; and, acknowledge that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a response to this RFP and award of the contract. Failure to agree to the reservation and waiver of protection will result in the response to the RFP being non-conforming and rejected.

Any entity awarded a contract or submitting a RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify, hold, and save 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 ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of contracts, RFPs and related documents.

## BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

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

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

\_\_\_\_\_ 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.

FIRM: \_\_\_\_\_

COMPLETE ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TYPED NAME & TITLE OF SIGNER: \_\_\_\_\_

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## GLOSSARY OF TERMS

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

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

**After Receipt of Order (ARO):** After Receipt of Order

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

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

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

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

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

**Award:** All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

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

**Bid/Proposal:** The offer submitted by a vendor in a response to written solicitation.

**Bid 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 bid.

**Bidder:** A vendor who submits an offer bid in response to a written solicitation.

**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.

**CJIS:** Criminal Justice Information System

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

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

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

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

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

**Commodities Description:** Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

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



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

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

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

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

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

**Contractor:** Any individual or entity having a contract to furnish commodities or services.

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

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

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

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

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

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

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

**Evaluation Committee:** Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

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

**Free on Board (F.O.B.) Destination:** The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

**Free on Board (F.O.B.) Point of Origin:** The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

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

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

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

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

**Mandatory/Must:** Required, compulsory, or obligatory.

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

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

**Must:** See Shall/Will/Must.

**NCJIS:** Nebraska Criminal Justice Information System, a data portal hosted by the Nebraska Crime Commission providing federated searches across a wide variety of criminal justice and related datasets.

**N-DEx:** National Data Exchange, a data portal hosted by the FBI.

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

**NIBRS FBI, National Incident Based Reporting System:**

**NIBRS Nebraska, Nebraska Incident Based Reporting System:**

**NIBRS+:** Added elements the Nebraska Crime Commission collects with NIBRS submissions to provide operational utility on NCJIS and for N-DEx submissions. These are primarily identifiers, such as name or address, but do not have any validation rules.

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

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

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

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

**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 Contractor fulfills any and all obligations under the contract.

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

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

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

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

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

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

**Proposal:** See Bid/Proposal.

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

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

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

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

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

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

**Request for Information (RFI):** A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

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

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

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

**RMS, Records Management System:** Software allowing an agency to maintain its data and information.

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

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

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

**Sole Source – Commodity:** When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

**Sole Source – Services:** A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

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

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

**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.

**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.

**UCR:** Uniform Crime Reports, an FBI method for reporting offenses and arrests.

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

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

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

**Will:** See Shall/Will/Must.

**Work Day:** See Business Day.

## I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 5408 Z1 for the purpose of selecting a qualified Contractor to provide a version of a commercial NIBRS (National Incident Based Reporting System) Repository meeting specific needs of Nebraska. Any resulting contract is not an exclusive contract to furnish the services provided for in this Request for Proposal, and does not preclude the purchase of similar services from other sources.

A contract resulting from this Request for Proposal will be issued approximately for a period of five (5) years effective the date of award. The contract has the option to be renewed for five (5) additional one (1) year periods as mutually agreed upon by all parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Contractor and the State of Nebraska.

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

### A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release Request for Proposal	August 10, 2016
2.	Last day to submit written questions	August 22, 2016
3.	Pre-Proposal Tele-Conference Phone #: (888) 820-1398 Access Code: 4947704	August 24, 2016  10:00 AM CT
4.	Last day to submit written questions after Pre-Proposal Conference	August 31, 2016
5.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	September 7, 2016
6.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	September 20, 2016 2:00 PM Central Time
7.	Review for conformance of mandatory requirements	September 20, 2016
8.	Evaluation period	September 22, 2016-October 7, 2016
9.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
10.	Post "Letter of Intent to Contract" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	October 19, 2016
11.	Contract finalization period	October 20, 2016-November 10, 2016
12.	Contract award	November 10, 2016
13.	Contractor start date	November 10, 2016

## **II. PROCUREMENT PROCEDURES**

### **A. PROCURING OFFICE AND CONTACT PERSON**

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

Name: Connie Heinrichs/Nancy Storant  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508  
Telephone: 402-471-6500  
Facsimile: 402-471-2089  
E-Mail: [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

### **B. GENERAL INFORMATION**

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing a version of a commercial NIBRS (National Incident Based Reporting System) Repository meeting specific needs of Nebraska at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

### **C. CUSTOMER SERVICE**

In addition to any specified service requirements contained in this agreement, the Contractor agrees and understands that satisfactory customer service is required. Contractor will develop or provide technology and business procedures designed to enhance the level of customer satisfaction and to provide the customer appropriate information given their situation. Contractor, its employees, Subcontractors, and agents must be accountable, responsive, reliable, patient, and have well-developed communication skills as set forth by the customer service industry's best practices and processes.

### **D. COMMUNICATION WITH STATE STAFF AND EVALUATORS**

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the Contractor, contact regarding this project between potential Contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this RFP.

Once a Contractor is preliminarily selected, as documented in the intent to contract, that Contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a Contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. contacts made pursuant to any pre-existing contracts or obligations;
3. state staff and/or Contractor staff present at the Pre-Proposal Conference when recognized by the State Purchasing Bureau staff facilitating the meeting for the purpose of addressing questions; and
4. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

**E. WRITTEN QUESTIONS AND ANSWERS**

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 5408 Z1; a version of a commercial NIBRS (National Incident Based Reporting System) Repository meeting specific needs of Nebraska Questions". It is preferred that questions be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov). Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Connie Heinrichs/Nancy Storant, showing the total number of pages transmitted, and clearly marked "RFP Number 5408 Z1; a version of a commercial NIBRS (National Incident Based Reporting System) Repository meeting specific needs of Nebraska Questions".

It is recommended that Bidders submit questions sequentially numbered, include the RFP reference and page number using the following format.

Question Number	RFP Section Reference	RFP Page Number	Question

Written answers will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing.html> on or before the date shown in the Schedule of Events.

**F. PRE-PROPOSAL TELE-CONFERENCE**

A pre-proposal tele-conference will be held on the date and time shown in the Schedule of Events. Bidders will have an opportunity to ask questions during the tele-conference to assist in the clarification and understanding of the Request for Proposal requirements. The State will make every reasonable attempt to answer those questions before the end of the tele-conference. Bidders participating in the pre-proposal tele-conference may submit further questions in writing for questions which the bidder requires an official written response as shown in the Schedule of Events.

Written answers to written questions will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing.html> on or before the date shown in the Schedule of Events. Verbal responses provided during the pre-proposal tele-conference shall not be binding on the State of Nebraska.

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

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

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

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

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

**H. SUBMISSION OF PROPOSALS**

The following describes the requirements related to proposal submission, proposal handling, and review by the State.

To facilitate the proposal evaluation process, one (1) original of the entire proposal must be submitted. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the Request for Proposal number and be sent to the specified address. Please note that the address label

should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The Request for Proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that the proposal will be rejected.

The Technical and Cost Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal must not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

**I. PROPOSAL OPENING**

The sealed proposals will be publicly opened and the bidding entities announced on the date, time, and location shown in the Schedule of Events. Proposals will be available for viewing by those present at the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website.

**J. LATE PROPOSALS**

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic, or any other reason(s).

**K. REJECTION OF PROPOSALS**

The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

**L. EVALUATION OF PROPOSALS**

All proposals that are responsive to the Request for Proposal will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all responsive proposals in accordance with the criteria set forth below. The State may elect to use a third-party to conduct credit checks as part of the corporate overview evaluation. Areas that will be addressed and scored during the evaluation include:

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

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

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls



a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

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

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

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

Evaluation criteria weighting will be released with the Request for Proposal. Evaluation criteria weighting and a list of respondents will be posted to the State Purchasing Bureau website at <http://das.nebraska.gov/materiel/purchasing.html>

#### **M. EVALUATION COMMITTEE**

Proposals will be independently evaluated by members of the Evaluation Committee(s). The Evaluation Committee(s) will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not be published.

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request for Proposal For Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State, or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

Any contact, or attempted contact, with an evaluator that is involved with this RFP may result in the rejection of this proposal and further administrative actions may be taken.

#### **N. MANDATORY REQUIREMENTS**

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Request for Proposal For Contractual Services form, signed in ink;
2. Corporate Overview;
3. Completed Section III;
4. Technical Approach; and
5. Cost Proposal.

#### **O. REFERENCE CHECKS**

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects. The State may use a third-party to conduct reference checks.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: financial stability of the company, project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks, and negative references may eliminate bidders from consideration for award.

**P. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS**

All bidders should be authorized to transact business in the State of Nebraska. All bidders are expected to comply with all Nebraska Secretary of State Registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The bidder who is the recipient of an Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its current (within ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing; or in the case of a sole proprietorship, provide written documentation of sole proprietorship. This must be accomplished prior to the award of the contract. Construction Contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

If a bank is registered with the Office of Comptroller of Currency, it is not required to register with the State. However, the Office of Comptroller of Currency does have a certificate of good standing/registration. The bank could provide that for verification. (Optional)

**Q. VIOLATION OF TERMS AND CONDITIONS**

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

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

### III. TERMS AND CONDITIONS

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal. **Bidders must include completed Section III with their proposal response.**

The State of Nebraska is soliciting bids in response to the RFP. The State of Nebraska will not consider proposals that propose the substitution of the bidder's contract, agreements, or terms for those of the State of Nebraska's. Any License, Service Agreement, Customer Agreement, User Agreement, Bidder Terms and Conditions, Document, or Clause purported or offered to be included as a part of this RFP must be submitted as individual clauses, as either a counter-offer or additional language, and each clause must be acknowledged and accepted in writing by the State. If the Bidder's clause is later found to be in conflict with the RFP or resulting contract the Bidder's clause shall be subordinate to the RFP or resulting contract.

#### A. GENERAL

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

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal, signed in ink
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

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 with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

**B. AWARD**

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

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once intent to award decision has been determined, it will be posted to the Internet at:

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

Grievance and protest procedure is available on the Internet at:

[http://das.nebraska.gov/materiel/purchase\\_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf](http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf)

Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION**

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

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this Request for Proposal.

**D. PERMITS, REGULATIONS, LAWS**

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

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

**E. OWNERSHIP OF INFORMATION AND DATA**

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

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

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

**F. INSURANCE REQUIREMENTS**

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

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor(s). The Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any Subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

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.

Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this section.

**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. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

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

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

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

**3. INSURANCE COVERAGE AMOUNTS REQUIRED**

<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$10,000 any one person
Damage to Rented Premises	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000
<b>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3 <sup>rd</sup> Party Fidelity	\$1,000,000
<b>SUBROGATION WAIVER</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>LIABILITY WAIVER</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory."	

**4. EVIDENCE OF COVERAGE**

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-2089 (fax)

Administrative Services  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508

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

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**G. COOPERATION WITH OTHER CONTRACTORS**

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

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

**H. INDEPENDENT CONTRACTOR**

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

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

**I. CONTRACTOR RESPONSIBILITY**

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

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Subcontractor's services, the Subcontractor's level of effort, tasks, and time allocation must 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 State. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

**J. CONTRACTOR PERSONNEL**

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

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work on the project.

Personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

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

In respect to its employees, the Contractor agrees to be responsible for the following:

1. any and all 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 and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

**K. CONTRACT CONFLICTS**

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

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.



**L. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION**

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

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

**M. CONFLICT OF INTEREST**

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

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder 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 appearance of conflict of interest.

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

**N. PROPOSAL PREPARATION COSTS**

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

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this Request for Proposal.

**O. ERRORS AND OMISSIONS**

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

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

**P. BEGINNING OF WORK**

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

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

**Q. ASSIGNMENT BY THE STATE**

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

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

**R. ASSIGNMENT BY THE CONTRACTOR**

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

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

**S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL**

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

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

**T. GOVERNING LAW**

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

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

**U. ATTORNEY'S FEES**

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

**V. ADVERTISING**

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

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

**W. STATE PROPERTY**

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

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

**X. SITE RULES AND REGULATIONS**

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

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

**Y. NOTIFICATION**

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

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II.A. Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.
2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

**Z. EARLY TERMINATION**

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable;
  - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
  - j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

**AA. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

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

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. 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.

**BB. BREACH BY CONTRACTOR**

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

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

**CC. ASSURANCES BEFORE BREACH**

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

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

**DD. ADMINISTRATION – CONTRACT TERMINATION**

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

1. Contractor must provide confirmation that upon contract termination all deliverables prepared in accordance with this agreement shall become the property of the State of Nebraska; subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.
2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information 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.

**EE. PERFORMANCE BOND**

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

The Contractor will be required to supply a cashier's check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the bond shall be \$200,000.00. The bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

**FF. FORCE MAJEURE**

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

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

**GG. PROHIBITION AGAINST ADVANCE PAYMENT**

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

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

**HH. PAYMENT**

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

State 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 State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-

2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

## II. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. This is to include invoice date, the date range the invoice covers (although not less than a month), and task(s) completed. Invoices are to be submitted electronically to a designee; The Project Director is to be copied on the invoice submission. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

## JJ. RIGHT TO AUDIT

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

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those Subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's



invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

**KK. TAXES**

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

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

**LL. INSPECTION AND APPROVAL**

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

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

**MM. CHANGES IN SCOPE/CHANGE ORDERS**

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

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. 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, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification. Changes or additions to the contract beyond the scope of the RFP are not permitted.

**NN. SEVERABILITY**

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

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

**OO. CONFIDENTIALITY**

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

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

It is incumbent upon the Contractor to inform its 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 to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, 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.

**PP. PROPRIETARY INFORMATION**

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

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Request for Proposal as proprietary.** Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly

submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

**QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING**

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

By submission of this proposal, the bidder certifies that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

**RR. STATEMENT OF NON-COLLUSION**

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

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

**SS. PRICES**

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

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the Request for Proposal is cancelled.

Prices quoted on the Cost Proposal form shall remain fixed for the initial contract period of the contract. The State will be given full proportionate benefit of any price decrease during the term of the contract.

Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

**TT. BEST AND FINAL OFFER**

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

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored, and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

**UU. ETHICS IN PUBLIC CONTRACTING**

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

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

## VV. INDEMNIFICATION

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

### 1. GENERAL

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") 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 ("the claims"), sustained or asserted against the State, 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, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

### 2. INTELLECTUAL PROPERTY

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

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

### 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 provided by the Contractor.

### 4. SELF-INSURANCE

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

**WW. NEBRASKA TECHNOLOGY ACCESS STANDARDS**

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

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

**XX. ANTITRUST**

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

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

**YY. DISASTER RECOVERY/BACK UP PLAN**

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

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, 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.

**ZZ. TIME IS OF THE ESSENCE**

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

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

**AAA. RECYCLING**

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

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. § 81-15,159.

**BBB. DRUG POLICY**

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

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

**CCC. EMPLOYEE WORK ELIGIBILITY STATUS**

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

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>  
  
The completed United States Attestation Form should be submitted with the Request for Proposal response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. 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.

**DDD. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**

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

The Contractor, by signature to this RFP, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements in any and all Subcontracts into which it enters. The Contractor shall immediately notify the Department if, during the term of this contract, Contractor becomes debarred. The Department may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

**EEE. POLITICAL SUB-DIVISIONS**

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

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.



#### **IV. PROJECT DESCRIPTION AND SCOPE OF WORK**

The bidder should provide the following information in response to this Request for Proposal.

##### **A. PROJECT OVERVIEW**

The Nebraska Crime Commission requires a version of a commercial NIBRS (National Incident Based Reporting System) Repository meeting specific needs of Nebraska to replace the current software while allowing a path for the agency, local reporting agencies and others to effectively and efficiently generate and make available statistics for jurisdictional use. The FBI's move to only accept National NIBRS reporting in five years means that the product and company must be committed to enhanced use and to adopting any and all of the FBI's changes. This is intended to be the long-term solution and selection that is an enterprise solution.

The following timeline reflects anticipated dates by the Crime Commission as well as agencies and vendors of RMS products, relative to the implementation of the new repository.

- 1. 2016 -**
  - a.** Selection of NIBRS Repository vendor
  - b.** Finalization of submission format for RMS to Repository
  - c.** Acceptance of Workplan for NIBRS Repository implementation
  - d.** Installation and Implementation of NIBRS Repository software
- 2. 2017 -**
  - a.** Training of Crime Commission staff
  - b.** Dissemination of submission specifications to local agencies and RMS vendors
  - c.** Testing of local electronic submission for pilot agencies now submitting NIBRS data but using only the new specification
  - d.** Parallel operation of the current and new repositories for testing and comparison of submission files and subsequent file for submission to the FBI
  - e.** Testing of submission from the Crime Commission to FBI
  - f.** Testing of local electronic submission to the new repository for vendors not currently submitting NIBRS data
  - g.** Establishment of basic reports to be provided to NIBRS agencies
  - h.** Publication of Crime In Nebraska for 2016 data (NOTE: this will be the last publication by the Crime Commission using NIBRS data reported under the old repository and UCR but will provide the basis for the workflow and incorporation of crime data from current UCR reporting agencies and new NIBRS reporting agencies as well as some reporting under the old NIBRS format)
  - i.** As time and resources allow – use and testing of local submission of NIBRS data by agencies who do not maintain their own RMS, either through direct entry or the newly proposed RMS....at least two agencies will be used for testing and acceptance
  - j.** Development of NCJIS acceptance of new submission format for NCJIS posting and submission N-DEx (NOTE: While this is not a requirement of the repository vendor the workflow is essential in being sure data is used across all necessary purposes such as posting to NCJIS and submission to N-DEx.)
  - k.** Certification of the new NIBRS Repository submissions to the FBI by the FBI
- 3. 2018 -**
  - a.** Conversion of remaining agencies submitting electronically to the current repository to the selected repository (under the new XML format and specification)
  - b.** Training for more agencies for local submission of NIBRS data, either through direct entry or the newly proposed RMS by the bidder
  - c.** Conversion of the current NIBRS repository to the new NIBRS repository system no later than August 2018.
  - d.** It is anticipated all RMS vendors will be able to write to the new file submission specification for reporting to the Crime Commission it must be recognized that this is a tight timeline. If law enforcement, state, local and tribal agencies will not be converted by August 2018, the Crime Commission will develop an automated conversion process to allow submission to the new repository. The new repository will accept the current flat file format and that the Crime Commission will convert the RMS vendor's files. All law enforcement, state, local and tribal agencies must submit to the Crime Commission using the new file submission format by January 2020.

##### **B. PROJECT ENVIRONMENT**

The Crime Commission anticipates that the implementation of a new NIBRS repository will require a new hardware environment. This will operate in a virtual environment in the OCIO's building.

If connections to local agencies is required for monthly reporting then this must be a secure connection, using the state's criminal justice data portal, NCJIS (Nebraska Criminal Justice Information System). The Crime Commission realizes that different bidders have different approaches and will not mandate a particular environment to be proposed although a bidder's preference or suggested environment may not be viable.

The bidder's cost breakout must either address requirements within the OCIO's environment or any bidder required hardware costs as well as requirements within the OCIO's environment. The cost breakdown must be clear as to state costs versus components of the bidder's proposal.

The OCIO's environment used by the Crime Commission provides both virtual servers, primarily utilizing Microsoft operating systems, and SAN storage. While this is the preferred configuration to operate the new repository, although, the State will consider other technical environments.

The following is a list of supported applications hosted by the OCIO: Java, Microsoft .Net (Asp.net and C#), Microsoft SQL Server 2012 and DB2.

### **C. PROJECT REQUIREMENTS**

NIBRS (Nebraska Incident Based Reporting System) Repository functionality must meet Nebraska specifications for NIBRS found at <https://ncc.nebraska.gov/nibrs-manuals>, including all current FBI fields and validations, data file acceptance, data file validation and checks, and generation of FBI files for monthly and annual submission.

Nebraska will adopt the FBI's current specifications for NIBRS submissions to the FBI with the new repository. Nebraska will also change its submission format for agencies to submit to the Crime Commission. Certain code values and fields were added to the previous release of NIBRS and are used by agencies and RMS vendors. The Crime Commission intends to migrate those out as agencies and RMS vendors move to the new XML format for file submission to the Crime Commission. Addressing this should be part of the bidder's proposed implementation plan. The Crime Commission expects to expand offense reporting by adding STATUTE NUMBER, OFFENSE TYPE and OFFENSE CLASS as the only fields to be added to the NIBRS specification for submission to the Crime Commission beyond the FBI requirements. They will have the following formats: STATUTE field is 16 characters long, OFFENSE TYPE field is 3 characters, OFFENSE CLASS field is 2 characters. (For instance, a felony 3A would have FEL in the Offense Type and 3A in the Offense Class.)

This reversion to standard FBI NIBRS specifications for submission to the Crime Commission does NOT include the NIBRS+ elements which will continue to be included in the submission to the Crime Commission and will be included in the XML format released by the Crime Commission.

Generation of basic NIBRS statistics must provide monthly and annual reports, statewide and by law enforcement, state, local and tribal agencies, and the NIBRS activity must be program pre-set. This will generate the current FBI example reports for NIBRS as well as "CRIME IN..." reports for UCR (Uniform Crime Reporting) summary reporting, Agency level reporting on juveniles, adults, total population, total crimes, total incidents, and activity by location must be available. Examples of monthly reports per Attachment A.

Enhanced NIBRS statistics should generate, by program or ad hoc intervention, enhanced reports to provide statewide and/or ad hoc analysis of NIBRS data. Any third party solution for statistical reporting must be included in the bidder's proposal.

1. Use by small agencies, those who do not currently maintain an RMS, must either begin utilizing an RMS (as a component of the repository, as a separate product proposed by the bidder, or from a subcontractor) or a direct data entry mechanism for entry of NIBRS records into the repository. This should not require Crime Commission staff intervention and/or validation. This component should be NIBRS+ compliant (and bidder must address this in their response). If an RMS is proposed (as a component of the repository or as a separate but proposed software package) then functionality must be described. If direct data entry is proposed then associated functionality (search ability, retention, etc.) must be described.

Bidder Response:

2. Bidder must describe how the proposed workflow would fit into the Crime Commission's current workflow (per Attachment B) OR bidder must describe what workflow would be necessary.

Bidder Response:

3. Bidder must describe processes, workflows, data migration, and all anticipated operation of parallel systems with UCR as Nebraska and the FBI moves to a NIBRS-only system.

Bidder Response:

4. The FBI has announced that they will issue a specification moving from fixed file format to XML for submission to the FBI and the Crime Commission will use this format as the basis for local RMS data submission. Bidder must describe any plans, financial impact, preference, law enforcement, state, local and tribal agencies and RMS vendors impact and preferred system or industry approaches. The Nebraska Crime Commission sees the value of moving to an XML-based format.

Bidder Response:

5. The Crime Commission does not anticipate, nor have heard from, an RMS contractor of any resistance to the new format but also recognize there could be issues with meeting timelines as contractors must work with various states and agencies. If timing becomes an issue, as identified in 2017, the Crime Commission is prepared to convert an agency's already accepted Nebraska NIBRS submission to a generic fixed format that can be accepted by the repository. This assumes that the selected repository contractor accepts the currently specified flat file data format from the FBI. Describe any concerns or issues with this in the required project plan.

Bidder Response:

6. Bidder must describe processes, support levels and any items covered by maintenance.

Bidder Response:

7. Any new fields, values or reporting requirements from the FBI must be included in maintenance. It is anticipated that any Nebraska-specific requirements, beyond those listed in this proposal, will be charged per the optional hourly rates as noted on the cost proposal.

Bidder Response:

8. Bidder must describe all responsibilities of the State including personnel, hardware, licensing, training availability, requirements for data migration, related technical/statistical needs, export of data for other use and any and all aspects the bidder intends to provide services for.

Bidder Response:

9. Bidder must describe how updates to the FBI NIBRS requirements and collection process (e.g. codes and/or elements) will be integrated.

Bidder Response:

10. Bidder must address and describe the approach to changes in the FBI's format for submission of files to the FBI as well as input of data files from law enforcement, state, local and tribal agencies. (The FBI has stated they anticipate a mid-2016 release for specifications from a fixed format to an XML-based format; Nebraska will use the XML-based format for submission to the FBI as well as the foundation for submission of files from law enforcement, state, local and tribal agencies to the Crime Commission.)

Bidder Response:

**D. BUSINESS REQUIREMENTS**

The Crime Commission will migrate to fully NIBRS reporting by the FBI deadline of January 2021. This repository will be a key element, allowing staff to review files submitted from law enforcement, state, local and tribal agencies as well as report to the FBI. The State will implement a solution that will accept NIBRS data as files extracted either from a local RMS or as a direct submission with incident level data entry. The Crime Commission will not lose the strength of NIBRS+ and the identifiers attached to NIBRS incidents which allows the ability to post data to NCJIS as well as participate with submissions to N-DEX.

**E. SCOPE OF WORK**

Commercial NIBRS repositories are required to be able to meet the Crime Commission's initial core requirements for validating submitted files and identifying errors per FBI/Nebraska requirements and perform basic statistical reporting and submission/monitoring to the FBI. Given that data automation and data integration, as well as the concern for efficiency and minimizing redundancy, the newly acquired NIBRS repository must also fit into desired workflows and reporting requirements of the Crime Commission. As repository capabilities have grown over the past few years with the change in both technology and agency needs, the Crime Commission is looking for a contractor to meet long-term goals.

The Crime Commission intends to select a commercially accepted and viable repository that has been successfully implemented in other jurisdictions and is FBI certified for file submission.

The proposed system shall conform to the National Incident-Based Reporting System (NIBRS) requirements for submission to the FBI as defined by the FBI NIBRS User Manual available at <http://www.fbi.gov/about-us/cjis/ucr/nibrs/nibrs-user-manual>. Nebraska has not previously included CARGO THEFT, HUMAN TRAFFICKING, or LEOKA (Law Enforcement Officers Killed and Assaulted) data in electronic data submission but does require this to be included. NIBRS+ elements will be included in the final specification for submission from law enforcement, state, local and tribal agencies. Also, Nebraska will include STATUTE NUMBER, OFFENSE TYPE and OFFENSE CLASS as part of the offense and arrest reporting and will include these in the final specification for submission from law enforcement, state, local and tribal agencies.

The system shall provide the following functional capabilities related to NIBRS reporting:

1. The capability to capture and preserve all required FBI NIBRS data elements as defined in the FBI NIBRS User Manual and as detailed in the FBI NIBRS Technical Specification (available at <http://www.fbi.gov/about-us/cjis/ucr/technical-specifications>) as well as Nebraska-specific reporting.

2. Allow for the entry of the standard values for each data element in accordance with the values prescribed in the FBI NIBRS User Manual and as further addressed in the current version of the FBI NIBRS Technical Specification as well as any Nebraska-specific values identified in the final specification.
3. The system must meet any additional Incident-Based Reporting (IBR) data collection requirements that are specific to the State of Nebraska.
4. NIBRS+ extensions to the reporting can be found at <https://ncc.nebraska.gov/nibrs-manuals>. Note: Workflow to address the extended elements and how they will be handled need to be included in the bidder's response. It is anticipated, since the new submission will be XML-based, that these elements can be ignored by the NIBRS repository upon file submission by law enforcement, state, local and tribal agencies. This must be addressed in the proposed workflow.
5. The proposed system must perform the editing and validation of data in accordance with the data quality rules prescribed in the FBI NIBRS Technical Specification, including all conditional validations as defined therein and per Nebraska-specific specifications.
6. Provide the capability for the submission of NIBRS reports in the form and format as prescribed in the current version of the FBI NIBRS Technical Specification and in accordance with any requirements specific to the State of Nebraska.
7. The proposed system must generate monthly reports and annual reports showing activity by agency as well as statewide. In addition to generating standard pre-defined reports the system must have the capability for Crime Commission staff to generate ad hoc reports to look at activity by agency and statewide.
8. The Crime Commission requires that prospective bidders address the anticipated change to an XML-based submission format to the FBI and any impact on submission to the Crime Commission by law enforcement, state, local and tribal agencies using a submission format based on this specification.
9. Prior to final acceptance, the system-generated NIBRS reports and files to be submitted to the FBI must achieve State and FBI certification in accordance with the definitions provided in the FBI NIBRS Technical Specifications and the criteria provided in the FBI NIBRS User Manual.

#### **F. TECHNICAL REQUIREMENTS**

The bidder and any required hardware and/or software must meet the OCIO's requirements.

Nebraska's current NIBRS reporting requirements can be found at <https://ncc.nebraska.gov/nibrs-manuals>.

The State of Nebraska will move to the anticipated XML reporting format for submission to the FBI and will move to law enforcement, state, local and tribal agencies submission based upon this XML format (with NIBRS+ elements and STATUTE and OFFENSE TYPE added to the schema).

#### **G. PROJECT PLANNING AND MANAGEMENT**

A final project plan must be agreed upon by the Contractor and the Crime Commission within 30 days following contract execution. The Crime Commission acknowledges that there are unknowns, particularly the anticipated XML format for FBI NIBRS record submission which should be forthcoming from the FBI. The UCR/NIBRS Program Manager, will address day-to-day needs of the project while the Chief of the Information Services Division, will address the overall project plan.

#### **H. EVALUATE CURRENT PROJECT ENVIRONMENT**

##### **CURRENT WORKFLOW**

The Nebraska Crime Commission has been accepting Nebraska NIBRS data as well as summary data from law enforcement, state, local and tribal agencies. The Nebraska Crime Commission has incorporated a number of Nebraska specific features that we intend to keep. Since known bidders of FBI NIBRS repositories have products that address different features, the Crime Commission wants to explore the viability and approach of each bidder to meeting the state's needs. The bidder must address WORKFLOW and FEATURES in the bidder's response.

The current Nebraska workflow includes both NIBRS and NIBRS+. NIBRS is the basic FBI reporting of various fields (as outlined in the FBI manuals) with minor additions to be Nebraska specific. These extended elements and field values are included at <https://ncc.nebraska.gov/nibrs-manuals>. NIBRS+ is an extension, of NIBRS, including things such as person and location and vehicle identifiers. These extensions were included and allow for two main items of functionality: posting records to NCJIS and posting to N-Dex. It is the intention of the Nebraska Crime Commission to maintain this functionality and additional data utility.

Law enforcement, state, local and tribal agencies currently provide monthly files to the Crime Commission by uploading their files via NCJIS. This secures their data. If the law enforcement, state, local or tribal agency provides NIBRS+ information that data file is copied and those elements are removed, leaving a NIBRS monthly file. Crime Commission UCR/NIBRS staff then import the files into the Motorola UCRR system. This generates an error file which staff then contact the law enforcement, state, local or tribal agency and/or Contractor about to update and correct records (or staff may assist in this interim step). Staff also generate monthly and annual reports. Statistical reports can be generated using a variety of reporting tools, primarily external to the current NIBRS repository.

An annual file is generated from the current NIBRS repository in the CRIMEIN format, namely the summary format of the FBI. This is merged with UCR reports, received either electronically or via staff data entry. This process will be used until the FBI has made the final transition or until Nebraska is completely a NIBRS state. See WORKFLOW Attachment B.

Current reporting manuals and specifications can be found at <https://ncc.nebraska.gov/nibrs-manuals>

**I. PROPOSED RESOLUTION**

The Crime Commission has not added the new FBI data collection components (such as cargo theft and human trafficking) because of the known change to the base. This solicitation presents an opportunity to implement fully the FBI's reporting requirements. This will create a shift for law enforcement, state, local and tribal agencies and their RMS contractor and the Crime Commission must address a transition plan with the NIBRS repository contractor.

The Crime Commission has already begun discussions with law enforcement, state, local and tribal agencies and their RMS vendors of this change and the anticipated impact on reporting and processing by the Crime Commission.

The Crime Commission is working with the Administrative Office of the Courts and the Nebraska State Patrol to publish updates as a web service on changes to statutes. This list will include applicable Nebraska NIBRS codes and others. While statutes and Nebraska NIBRS codes may not be a one-to-one relationship it is the intent that this file can be used by programs to update their files, presumably monthly. Attachment C is a DRAFT of this file. Two files may be published: the exhaustive list and a file only reflecting changes in the last month.

**J. PERFORM IMPLEMENTATION**

An initial implementation plan must be included as part of the proposal response. This may involve exact issues about the proposed product, so a specific implementation and transition plan (for the Crime Commission as well as current and new NIBRS reporting agencies) has not been prescribed. However, the Crime Commission anticipates 2017 as being a year when the current and new repositories operate in parallel for testing with a complete switchover on or before January 2018 of law enforcement, state, local and tribal agency files. In 2017 the Crime Commission not only needs to have all current reporting law enforcement, state, local and tribal agencies migrated to the new repository but also be prepared to accept new agencies, including new fields and reporting based on the new format from the FBI. Since NIBRS reporting incorporates linking offense and arrest events that may span reporting files or uploads, it is imperative to migrate the existing NIBRS repository data and any files submitted in the transition to the new repository. This process and plan must be included in the proposed solution and implementation plan.

The Crime Commission requires FBI certification of the new NIBRS repository and submitted files by the end of 2017.

**K. PROVIDE POST IMPLEMENTATION SUPPORT**

The contractor must provide post implementation support to include help desk phone support between the hours of 8:00 a.m. - 5:00 p.m. Central Time. The bidder must describe the level and type of support (e.g. phone, on-site) as well as the guaranteed and/or expected response time.

Any new fields, values or reporting requirements from the FBI must be included in maintenance. It is anticipated that any Nebraska-specific requirements, beyond those listed in this proposal, will be charged per the optional hourly rates as noted on the cost proposal.

Helpdesk support is to be available to Crime Commission staff during regular business hours (8am-5pm Central Time). The bidder must describe the level of support, proposed response times (both for contact and resolution) and any items not covered by Helpdesk support.

The maintenance period, and associated costs, must begin no earlier than full acceptance of the product.

**L. DELIVERABLES (REQUIRED)**

Please see Attachment D, Cost Proposal.

## **V. PROPOSAL INSTRUCTIONS**

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

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

### **A. PROPOSAL SUBMISSION**

#### **1. REQUEST FOR PROPOSAL FORM**

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The Request for Proposal for Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

Further, Section III. Terms and Conditions must be returned with the proposal response.

#### **2. CORPORATE OVERVIEW**

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

##### **a. BIDDER IDENTIFICATION AND INFORMATION**

The bidder must 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 must provide financial statements applicable to the firm. If publicly held, the bidder must 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, must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm must provide a banking reference.

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

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

##### **c. CHANGE OF OWNERSHIP**

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

##### **d. OFFICE LOCATION**

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

**e. RELATIONSHIPS WITH THE STATE**

The bidder shall describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

**f. BIDDER'S EMPLOYEE RELATIONS TO STATE**

If any party named in the bidder's proposal response is or was an employee of the State within the past sixty (60) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

**g. CONTRACT PERFORMANCE**

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

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

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

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

The bidder shall provide a narrative of all the bidder's previous projects similar to this Request for Proposal in size, scope, and complexity with a government organization and applicable programs. The State will use the narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions must include:
  - a) The time period of the project;
  - b) The scheduled and actual completion dates;
  - c) The Contractor'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 shall identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime Contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
  - f) Month and year of FBI file submission certification.



- ii. Contractor and Subcontractor(s) experience must be listed separately. Narrative descriptions submitted for Subcontractors must be specifically identified as Subcontractor projects.
- iii. If the work was performed as a Subcontractor, the narrative description shall identify the same information as requested for the Contractors above. In addition, Subcontractors shall 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 must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall 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 shall provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

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

**j. SUBCONTRACTORS**

If the bidder intends to Subcontract any part of its performance hereunder, the bidder must 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.

**3. TECHNICAL APPROACH**

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

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

**B. COST PROPOSAL REQUIREMENTS**

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those described below.

**1. PRICING SUMMARY**

This summary shall present the total fixed price to perform all of the requirements of the Request for Proposal. The bidder must include details in the Cost Proposal supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

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

**2. PRICES**

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

**C. PAYMENT SCHEDULE**

The payment schedule for the project is tied to specific dates and deliverables. Invoices may be submitted by the Contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved.

Payment Schedule:

Milestone	Percent of Line 1 from Cost Proposal
Project Plan and File Submission Specifications – accepted and agreed to by both parties	15%
Initial system configuration and installation and User Training	20%
User Acceptance Testing – Acceptance of files from two current NIBRS submitting law enforcement agencies; Input of data from two current non-reporting law enforcement agencies who will use the bidder's solution	30%
Go-Live	35%

Form A  
Bidder Contact Sheet  
Request for Proposal Number 5408 Z1

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

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

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

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