

ORIGINAL



AVI Systems Proposal

RFP Number 5878 Z1; Digital Signage for Schramm (SRA)

Corporate Overview and Bid Documents

07/11/2018

Submitted by

Craig Sellers

System Sales Engineer

d 402-384-4577

5055 S. 111th Street

Omaha, NE 68137



CORPORATE OVERVIEW

Corporate Profile Location of Corporate Headquarters Local Office	AVI Systems Minneapolis, MN 9675 W 76th St, Eden Prairie, MN 55344 AVI Systems 5055 S. 111 th Street Omaha, NE 68137
Number of Offices & Locations	Bismarck, ND Chicago, IL Cincinnati, OH Denver, CO Des Moines, IA Detroit, MI Fargo, ND Grand Rapids, MI Kansas City, MO Madison, WI Milwaukee, WI Minneapolis, MN Omaha, NE San Diego, CA Sioux Falls, SD St. Louis, MO Atlanta, GA Houston, TX Dallas, TX
Location of Office Assigned to this Project	Omaha
Corporate History	Established in 1974 100% Employee owned ESOP
Any Former Names of the Organization	Audio Visual Inc.
Date(s) of Incorporation	1974
State of Incorporation	North Dakota
Officer Names & Addresses	Jeff Stuebner – CEO (Minneapolis, MN) Joel Lehman, COO (Minneapolis, MN) Randi Borth – CFO (Kansas City, MO) Joe Stuebner – Chairman (Minneapolis, MN) Brad Sousa, CTO (San Diego, CA)
Total Number of Employees	635
Number of Installations 2017	>3000



Litigation Experiences (Last 10 Years)

Project Related	
Nature of Litigation	N/A
Plaintiff or Defendant	N/A
Outcome	N/A
Non-Project Related	
Nature of Litigation	N/A
Plaintiff or Defendant	N/A
Outcome	N/A



Financial Trade & Bank References (List 3)	<p>Wells Fargo, North Dakota, N.A. Loan Officer: Jay Lies 400 East Broadway jaylies@wellsfargo.com Bismarck, ND 58501 Account #: 1360-015-245 701-222-5113 (voice) 701-222-5551 (fax)</p> <p>CURRENT TRADE REFERENCES:</p> <p>AMX CORPORATION 3000 Research Drive Richardson, TX 75082 AVI Account # 22014 800-222-0193 ext 7628 voice 469-624-7156 fax Kimberly.Williams@amx.com Contact: Kimberly Williams</p> <p>CRESTRON ELECTRONICS Attn: Credit Dept. 15 Volvo Drive Rockleigh, NJ 07647 AVI Account # 1000326 888-273-7876 201-767-1904 fax rtopiel@crestron.com Contact: Rona Topiel</p> <p>EXTRON ELECTRONICS 1230 South Lewis Anaheim, CA 92805 AVI Account # AUD020 714-687-6285 voice 714-491-1503 fax acastrol@extron.com Contact: Angelica Castro</p>
Dunn & Bradstreet Ranking	02-047-6370



CURRENT ASSETS	Fiscal 2017
Cash	\$27,949,207
Certificates of Deposit	\$2,750,000
Accounts Receivable	\$25,205,868
Costs & Estimated Earnings In Excess Of Billings	\$5,480,953
Inventories	\$1,910,648
Prepaid Expenses	\$ 766,414
	\$ 64,063,090
OTHER ASSETS	
Security Deposits	\$101,179
Certificates of Deposit	\$8,250,000
Intangible Assets, net	\$2,972,216
	\$11,323,395
INVESTMENTS	\$8,183,542
PROPERTY & EQUIPMENT, NET	\$6,965,691
	\$90,535,718
LIABILITIES AND STOCKHOLDER'S EQUITY	
CURRENT LIABILITIES	
Current Maturities On Long-Term Debt	\$391,051
Accounts Payable	\$8,498,044
Billings In Excess Of Costs & Estimated Earnings	\$2,189,259
Accrued Expenses	\$10,499,656
Unearned System Support Revenue	\$8,167,146



Long-Term Liabilities	\$2,976,459
EQUITY	
Common Stock	\$386
Additional Paid in Capital	\$ 2,034,342
Retained Earnings	\$68,269,245
	\$70,303,973
Less: Treasury Stock	(\$12,489,870)
Total Equity	57,814,103
	\$90,535,718
Working Capital in Dollars	\$34,317,934
Current Ratio	2.2 to 1.0
Accounts Receivable in Days	47 Days
Accounts Payable in Days	28 Days
Inventory Turnover	53 Times
Capital Structure	
Debt to Tangible Net Worth	0.6 to 1.0
Debt to Equity	0.6 to 1.0
PRE-APPROVED BONDING CAPACITY	
Single Job	\$6,000,000
Aggregate	\$18,000,000



Project Key Personnel

Project Account Executive	Craig Sellers
Project Manager	Mike Wieser
Digital Media Engineer	Dan Baker
Lead Installer	Tony Caruso
Systems Programmer	David Elfers
Graphic Designer	Michelle Mann

Subcontractor Partners

Express Image Digital
2942 Rice St
Little Canada, MN 55113

Express Image will be assisting in the programming of the interactive solutions



Account Manager

Office Location	Craig Sellers – Omaha, NE			
Percentage of Individual's Time Allocated to this Project	30%			
Work History	<p>AVI Systems Account Manager in the Omaha office. As an account manager Craig is responsible for working with clients on the planning, design, and sales phases of each project to deliver an accurate and reliable finished product custom tailored to each customer and their specific needs.</p> <p>Employed with AVI Systems since 2014</p> <p>Prior to working at AVI Systems, Craig worked at another local integrator in a similar capacity for nearly 10 years.</p>			
Notable Clients Represented	<p>Educational Service Unit 3</p> <p>Foundation for Educational Services</p> <p>First Data</p> <p>CSG International</p> <p>Fiserv</p>			
Length of Employment	4 Years			
Certifications	<p>CTS</p> <p><input type="checkbox"/> CTS-D</p> <p><input type="checkbox"/> CTS-I</p> <p><input type="checkbox"/> RCDD</p> <p><input type="checkbox"/> PMP</p> <p><input type="checkbox"/> Certified Control System Programmer</p> <p><input type="checkbox"/> Certified DSP Programmer</p> <p><input checked="" type="checkbox"/> Others</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>DMC-D</td> </tr> <tr> <td>Biamp VoIP</td> </tr> <tr> <td>Smart Technologies Certified Education Expert</td> </tr> </table>	DMC-D	Biamp VoIP	Smart Technologies Certified Education Expert
DMC-D				
Biamp VoIP				
Smart Technologies Certified Education Expert				



Project Manager

Office Location	Mike Weiser – Omaha, NE			
Percentage of Individual's Time Allocated to this Project	75%			
Work History	<p>Mike brings 25 years professional audio experience to AVI. His resume includes recording studio, television, and post production experience. In all of these situations his installation skills proved essential. Mike's audio background strengthens AVI's Technical Services and Management Team.</p> <p>Certified Technical Specialist – InfoComm Project Management – NSCA 3M Fire Training Hilti Certified</p>			
Previous Project Experience*	<p>University of Nebraska Medical Center – Sorrell Sciences Building (\$2.3M)</p> <p>TD Ameritrade – HOTC Building (\$4.7M)</p> <p>Blue Cross Blue Shield – new HQ Building (\$800K)</p> <p>West Communications NOC - \$2M</p>			
Length of Employment	17 Years			
Certifications	<p><input checked="" type="checkbox"/> CTS</p> <p><input type="checkbox"/> CTS-D</p> <p><input type="checkbox"/> CTS-I</p> <p><input type="checkbox"/> RCDD</p> <p><input checked="" type="checkbox"/> PMP</p> <p><input type="checkbox"/> Certified Control System Programmer</p> <p><input type="checkbox"/> Certified DSP Programmer</p> <p><input type="checkbox"/> Others</p> <table border="1" style="width: 100%; margin-top: 10px;"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>			



Digital Media Engineer

Office Location	Dan Baker – Minneapolis, MN			
Percentage of Individual's Time Allocated to this Project	40%			
Work History	<p>Dan is directly responsible for the design and engineering of new digital media solutions opportunities introduced by the national sales force. He regularly assists the sale of digital media solutions while management of existing service contracts, annual renewals, training, and tier 2 support are other job tasks that he will take ownership of at times.</p> <p>Dan is also involved in the support and execution of our implementation processes methodology and serves as a key escalation point to provide support for internal service teams and external customers.</p>			
Previous Project Experience	<p>Experience Grand Rapids Video wall Wings Event Center Kalamazoo Michigan City of Fargo – Interactive directory and Video Wall US Cellular Stadium video wall Mid-State Tech College Virtual Receptionist</p>			
Length of Employment	2.5 Years			
Certifications	<p> <input checked="" type="checkbox"/> CTS <input type="checkbox"/> CTS-D <input type="checkbox"/> CTS-I <input type="checkbox"/> RCDD <input type="checkbox"/> PMP <input type="checkbox"/> Certified Control System Programmer <input type="checkbox"/> Certified DSP Programmer <input checked="" type="checkbox"/> Others </p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>DSCE – Digital Signage Certified Expert</td> </tr> <tr> <td> </td> </tr> <tr> <td> </td> </tr> </table>	DSCE – Digital Signage Certified Expert		
DSCE – Digital Signage Certified Expert				



Lead Installer

Office Location	Tony Caruso – Omaha, NE
Percentage of Individual's Time Allocated to this Project	100%
Work History	Tony graduated from ITT Technical Institute with an Associate in Computer Electronic Engineering Technologies. He has 7 years in electronics and AV experience and is very self-motivated to get the job finished in a professional and timely manner. Tony proved his value quickly when he stepped up and assisted the Lead Installer on an almost \$5M project and needed very little guidance.
Previous Project Experience*	TD Ameritrade – HOTC Building (\$4.7M) TD Ameritrade Ann Arbor (\$235K) UNMC Sorrell Center Upgrades (\$450K) Pacific Life (\$530K)
Length of Employment	6
Certifications	<input checked="" type="checkbox"/> CTS <input type="checkbox"/> CTS-D <input checked="" type="checkbox"/> CTS-I <input type="checkbox"/> RCDD <input type="checkbox"/> PMP <input type="checkbox"/> Certified Control System Programmer <input checked="" type="checkbox"/> Certified DSP Programmer <input type="checkbox"/> Others <div style="border: 1px solid black; padding: 2px; width: fit-content; margin-left: 40px;">Bi Amp Teseria Forte</div>
InfoComm International CTS-I certification or NSCA EST-L2 (Electronic Systems Technician) certification, number and expiration date	3331829 11/30/2017



Lead Programming/Commissioning

Office Location	David Elfers – Minneapolis, MN			
Percentage of Individual's Time Allocated to this Project	50%			
Work History	<p>Lead Developer: 6 years DMG Support and software developer: 2 years Service Coordinator: 1 year Install Tech: 1 year</p>			
Previous Project Experience*	<p>Full Stack Python Web Applications Full Stack ASP.Net Web Applications HTML5/JavaScript Windows Desktop Applications UWP Applications Android/iOS Mobile Applications (Native and Xamarin Cross Platform)</p>			
Length of Employment	10 Years			
Certifications	<p> <input type="checkbox"/> CTS <input type="checkbox"/> CTS-D <input type="checkbox"/> CTS-I <input type="checkbox"/> RCDD <input type="checkbox"/> PMP <input checked="" type="checkbox"/> Certified Control System Programmer <input type="checkbox"/> Certified DSP Programmer <input checked="" type="checkbox"/> Others </p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>Python Programming</td> </tr> <tr> <td>AAS Audio Engineering</td> </tr> <tr> <td> </td> </tr> </table>	Python Programming	AAS Audio Engineering	
Python Programming				
AAS Audio Engineering				



Graphic Designer/Training

Office Location	Michelle Mann – Minneapolis, MN						
Percentage of Individual's Time Allocated to this Project	40%						
Work History	<p>Design Experience at AVI Systems, Marcus Hotels and Resorts, Ho-Chunk Gaming, and Sonic Foundry</p> <p>Create content for cutting edge digital signage displays, video walls and interactive kiosks using Adobe Creative Suite and multiple digital signage platforms: Scala, Navori, Tigtrope and Keywest</p> <p>Manage all content creation processes with clients across the United States</p> <p>Collaborate with internal team of experts to complete all content-services from initial kickoff meetings to deployment and training</p> <p>Educate clients about digital signage, their systems and how to manage their content</p> <p>Organize meetings and training sessions with clients via GoToMeeting and Skype Business</p>						
Previous Project Experience	<p>Ho-Chunk Gaming - Casino</p> <p>Mason Street Grill</p> <p>Phister Hotel</p> <p>Milwaukee Chop House</p> <p>Intercontinental Hotel</p> <p>Blu Lounge</p>						
Length of Employment	5 Years						
Certifications	<p><input type="checkbox"/> CTS</p> <p><input type="checkbox"/> CTS-D</p> <p><input type="checkbox"/> CTS-I</p> <p><input type="checkbox"/> RCDD</p> <p><input type="checkbox"/> PMP</p> <p><input type="checkbox"/> Certified Control System Programmer</p> <p><input type="checkbox"/> Certified DSP Programmer</p> <p><input checked="" type="checkbox"/> Others</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>DSCE – Digital Signage Certified Expert</td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table>	DSCE – Digital Signage Certified Expert					
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Project References

Project Reference 1:

Institute and Project Name	State Historical Society of North Dakota – Heritage Center
Contact Name	Claudia Berg – Expansion and New Initiatives
Phone Number	701-328-2666
E-Mail Address	cberg@nd.gov
Similar Scope & Scale	<p>More than a single facility, the North Dakota Heritage Center was a collection of distinct spaces, each with unique features and a common need: easy-to-use, reliable AV technology that enhanced the visitor experience.</p> <p>Here life-size replicas of Tyrannosaurus Rex and Triceratops tower over museumgoers. Children learn through interactive dinosaur games on tablets located throughout the gallery. Interactive displays, tables and SMART Boards offer a new, hands-on approach for visitors of all ages. Touch an interactive table for a timeline of geological changes in North Dakota from 600 million years ago to present.</p> <p>A central “Hub of History” rounds out the forum with interactive touchscreen kiosks displaying maps, North Dakota history and general gallery information. Large displays are hung above each kiosk for easy visibility when large group tours come through.</p>
Similar Technology Application	<p>Use of Interactive Display Kiosks for wayfinding and information delivery.</p> <p>Orientation Theater for providing guests a quick overview of the how/what/when at the museum and what to expect on site. This area can also be rented for private party use.</p> <p>Use of tablet sized touch screens for interactive learning games designed for children as they explore the facility.</p> <p>Distinct programming in specific areas designed to accentuate the physical build by delivering customizable content for daily and special event usage.</p> <p>Central management of content and support to provide a turnkey solution fully supported by AVI Systems.</p>
Project Costs (estimated and actual)	AVI Systems was brought in by the electrical contractor to complete this work. Final cost to the customer is unknown but our estimate was 100% accurate to final cost.
Project Timelines (estimated and actual)	Fall of 2012 – Winter 2013, actual wrap up Spring 2014



Project Reference 2:

Institute and Project Name	Ryan Companies - Capella Towers
Contact Name	Ted Campbell
Phone Number	612-355-5311
E-Mail Address	Ted.campbell@ryancompanies.com
Similar Scope & Scale	<p>Located within the core of Minneapolis' central business district (CBD) at 225 South Sixth St., Capella Tower one of the area's most prestigious properties. The Pei, Cobb, Freed & Partners' design is a dazzling assemblage of rectilinear and cylindrical forms, incorporating both a 58-story tower and the 20-story Park Building. The project's combined rentable area is 1,401,233 square feet.</p> <p>AVI Systems Digital Media Group developed an interactive digital signage system at the Capella Tower main lobby. Integrated into the digital signage is upcoming events, directory information, local traffic and more</p>
Similar Technology Application	<p>A 5x1 interactive banner on the 2nd floor shows you the power of custom programming, powered by Scala. Microsoft Kinect technology integrated with HTML5 and Scala reads your location and causes movement on the digital signage.</p> <p>Located in the fitness center, digital signage is displayed to allow gym staff members to update the daily schedules and display advertising.</p> <p>Digital signage is on showcase in the Tech Lounge, Salon West and Peace Coffee areas, where the layout displays the artwork and artist information. Live television is playing in the bottom left corner, but Capella has the capability to display this full-screen, or interrupt the content with emergency alerts.</p>
Project Costs (estimated and actual)	\$560,000/\$558,000
Project Timelines (estimated and actual)	Project Kickoff 5/14/14, completion 2/27/15. End date was scheduled for Nov. 2014 but was pushed back due to delays with the GC completing work required for AVI Systems to continue.



Project Reference 3:

Institute and Project Name	Montana Fish, Wildlife, and Parks – Education Center
Contact Name	Craig Hageman
Phone Number	(406) 444-2062
E-Mail Address	
Similar Scope & Scale	<p>The Montana Fish and Game consulted with AVI Systems on their new Montana Wild Education Center. Besides a fully integrated classroom AVI designed an interactive signage solution. This was a phased approach with the classroom being done first, followed by the signage solution.</p> <p>There are 3 kiosks that visitors can come up and navigate through some of Montana’s historical history, one of which is connected to the cages that show Grizzly Bears so that the visitors can see them inside. There was also a wall that had electronic picture frames on it that shuffled through assorted wildlife photos as determined by staff.</p>
Similar Technology Application	<p>Interactive touch displays utilized for content delivery</p> <p>Digital image displays</p> <p>Content controllable remotely by staff</p> <p>Focus on local wildlife education</p>
Project Costs (estimated and actual)	\$45,000 / \$43,000
Project Timelines (estimated and actual)	June 2012 – August 2012 Completed August 2012



Project Reference 4: ** SUBCONTRACTOR REFERENCE – Express Digital **

Institute and Project Name	Mall of America – Kiosk Wayfinding
Contact Name	Patrick Wand
Phone Number	952-883-8525
E-Mail Address	Patrick.wand@MOA.net
Similar Scope & Scale	<p>Creation and deployment of 104 wayfinding kiosks across the Mall of America</p> <p>Develop custom content specifically designed for wayfinding in a structure of this nature along with the size of the area being covered from each kiosk.</p> <p>Developed interactive menus to provide not only an easy to use system for shoppers but one that drastically cut the time spent using older stationary maps by over 50%.</p>
Similar Technology Application	<p>Custom wayfinding through Kiosk deployments</p> <p>Specialized content specific to one client and their layout</p> <p>Interactive content</p>
Project Costs (estimated and actual)	NDA with client
Project Timelines (estimated and actual)	November 2016 – April 2017. Completed April 2017.



Corporate Response – Attachment B – RFP #5878 Z1

CRM-1

Below, please provide three examples of large scale interactive digital signage deployments that your company has completed in the past three years:

State Historical Society of ND
Capella Towers
Wisconsin Institute for Discovery
Mall of America

Full detail is available in the preceeding section titled "project references" and will include detail, budgets, timelines, and similar technology/scopes where available. A mix of newer and older systems has been given to show both fresh installations and those that have been in place for a while, especially considering the 9 year timeline given for this installation.

CRM-2

Provide three references to other state agencies or non-profit organizations who have utilized your services in the past three years:

Nebraska Educational Service Unit 3 - Ben Rudnicki, Digital Learning Coordinator – brudnicki@esu3.org
Lutheran Family Services – Steve Peterson, Director of Property – speterson@lfsneb.org
Nebraska Department of Roads – Gary Forman, Operations Manager – gary.forman@nebraska.gov

CRM-3

Please describe the bidder's ability to complete this project in the allocated timeline (Final installation completed by December 15, 2018). Please include what staff will be involved in this project and their accessibility to complete this project, the bidder's ability to meet deadlines, and your project management practices:

As one of the largest integrators in the country with 19 locations spanning from coast to coast, AVI Systems can deliver this system on a local level beginning in Omaha and pull in key resources from other regions to guarantee the specialists required to complete this project in scope and on time are available to you during all phases.

Key Personnel are as follows – full background info is available in the corporate overview section of this proposal

Account Manager	Craig Sellers
Project Manager	Mike Wieser
Digital Media Engineer	Dan Baker
Lead Installer	Tony Caruso
Systems Programmer	David Elfers
Graphic Designer	Michelle Mann



Project Management Process:

Project Kick-Off Meeting with the Client:

- Client to include all parties involved in the project
- AVI Project Team
 - Programmer, Graphics artist, Project Manager, Deployment Engineer(s).
- Review of deliverables stated in this document
 - Any Discrepancies should be discovered here.
- Discussion of Content, Programming and Admin meetings
 - Who, what, when, where, why and how.
 - Can happen simultaneously
 - Client will provide a list of individuals and their contact information for content creation and Information Technology.
 - Client will also provide a designated "Final Approver". This contact will have the final say in what is signed off on for content Creation.
 - No deployment of content will take place without this approval.
- Who should the client engage with regarding questions or concerns?
- Timeline with Milestones until Substantial Completion.
- Training
- After the initial Meeting:
 - AVI will utilize the completed workbook from the client to deploy the system. It is the client's responsibility to provide this document filled out as much as possible before server deployment takes place.
 - Client will return the completed workbook back to AVI's Project Manager Prior to deployment.
 - Deployment will not commence without a completed workbook.
 - Webservice information inside the workbook will be filled out by an AVI integrator upon initial server deployment. (including credentials)
 - Content Manager, SQL Database, Tomcat or other webservice client.
 - Integration Services:
 - System installation services includes:

Initial configuration of content manager software and players, installation and configuration of content manager database, consultation and design of workgroup hierarchy and channel layouts, assigning players to channels and playlists, customization of user roles and assignments.

Project Status reviews – informal or formal – either by phone or in-person (based on the size/complexity/duration of the project)

Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)

Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service transition



II. TERMS AND CONDITIONS

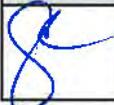
Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

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

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

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

A. GENERAL

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

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable ; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

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

8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

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

<http://das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

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

B. NOTIFICATION

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

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, 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.

C. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

D. 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.

E. CHANGE ORDERS

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may

find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

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

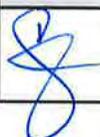
No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and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

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

G. BREACH

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

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

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

H. NON-WAIVER OF BREACH

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

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

I. SEVERABILITY

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

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

J. INDEMNIFICATION

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

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (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.

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

K. ATTORNEY'S FEES

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

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

L. ASSIGNMENT, SALE, OR MERGER

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

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

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

M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

N. FORCE MAJEURE

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

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

O. CONFIDENTIALITY

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

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

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

P. 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; and,
 - i. In the event funding is no longer available.

Q. CONTRACT CLOSEOUT

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

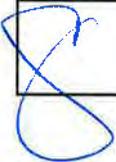
Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

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

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

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

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

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
8			

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 RFP 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.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

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

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
8			

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

E. PERMITS, REGULATIONS, LAWS

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

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

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

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

G. INSURANCE REQUIREMENTS

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

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and One (1) year following termination or expiration of the contract.

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

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

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

3. EVIDENCE OF COVERAGE

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

Agency: Nebraska Game and Parks Commission
Attn: Contract Manager:
Address: 2200 N 33rd Street
City, State, Zip: Lincoln, NE 68503

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

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

4. DEVIATIONS

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

H. ANTITRUST

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

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

I. CONFLICT OF INTEREST

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

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

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

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

J. STATE PROPERTY

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

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

K. SITE RULES AND REGULATIONS

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

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

L. ADVERTISING

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

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

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

N. DISASTER RECOVERY/BACK UP PLAN

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

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

O. DRUG POLICY

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

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.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

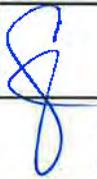
The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. 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. Send itemized invoice to the Nebraska Game and Parks Commission, 2200 N 33rd Street, Lincoln, NE 68503. 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.

D. INSPECTION AND APPROVAL

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

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

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

E. 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. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 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 of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

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

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

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

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

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

V. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder should provide the following information in response to this RFP.

A. PROJECT OVERVIEW

In an effort to reach new audiences and meet the needs of the next generation of park visitors, the Nebraska Game & Parks Commission (NGPC) has undertaken an ambitious initiative called Venture Parks. This 4-park initiative includes Mahoney and Platte River State Parks and Schramm and Louisville State Recreation Areas (SRAs). The first phase of this undertaking includes numerous attractions including a tree-top ropes course (Mahoney SP), glamping cabins (Platte River SP), new splash pad (Platte River SP), indoor climbing wall (Mahoney SP), floating playground (Louisville SRA), expanded and updated aquarium (Schramm SRA), and new interactive nature center (Schramm SRA).

This project will take place at Schramm SRA, the main focus will be on education and interpretation of the area's unique natural and cultural history. Through a nearly \$6 million renovation of the existing Ak-Sar-Ben Aquarium, the aquarium will triple in size, the nature center will be dramatically expanded with interactive exhibits including a makerspace, reading nook, live animals, interactive mountain biking experience, interactive wayfinding station, etc.

This contract will be for one contractor. Subcontracting will not be allowed.

B. CURRENT ENVIRONMENT

The current environment at Schramm SRA and Ak-Sar-Ben Aquarium include outdated static signage. One of the main requirements of the renovation is to create an interactive space through the use of digital signage, games and resources.

The site is currently under construction. Installation of digital signage will take place in fall 2018 in a completely renovated space with new electrical and data lines run to each station area. The site will feature wireless connectivity. Some digital signage components will be able to use wireless; other components will be required to utilize wired data (see individual component descriptions for more information).

Once a contract is awarded, the specific location of each component will be discussed with the awarded contractor.

C. GENERAL REQUIREMENTS

The Contractor will provide the Nebraska Game & Parks Commission with software development, hardware procurement and installation/deployment of eight interactive digital areas each with unique components. All work must be completed and installed and up and running no later December 15, 2018.

D. COMPONENT DESCRIPTIONS

1. AREA 1: 3X1 SCREEN TILES WITH FLOATING CONTENT

This area will feature three (3) 55" commercial grade touch-capable screens hung in a landscape format. All three (3) screen displays will work together to show images which will appear to float up from the bottom of the screen and continue to rise until the images disappear off the top of the screen. Images (provided by NGPC) will include approximately 150 species that are found in the local ecosystem.

When a user touches any image, that image will stop while other images will continue to rise across the screens. Once an image is touched and stopped, the image will transition to a large text box which contains information about the species highlighted in the image.

Once the user touches the "close box" the text box will transition back to an image and continue to rise on the screen. If the user neglects to close the text box, the box will eventually time out (approximately 30-45 seconds), returning to an image and continue to rise on the screen.

Multiple users can touch the screens at the same time with multiple images transitioning to/from text.

The initial content upload will be completed by the contractor using images and text from the NGPC. Changes to the images and/or text will be able to be completed by NGPC using an online, user-friendly dashboard.

Hardware: 3 - 55" commercial LED Display with projective capacitive (PCAP) touchscreen technology, 1080p minimum resolution
 3 – PC (Windows 10 Professional PC)
 3 – standard TV wall mounts with hidden PC capabilities
 3 – cabling from electrical outlet/data port to terminals

Content Provided by: NGPC

Initial Content Upload: Contractor

Installation: Contractor

Installation amenities: wall outlets, wall data ports.

Internet connectivity: Content should be stored on the PC and utilize data connection for updates only.

2. AREA 2: FREESTANDING INTERACTIVE WAYFINDING KIOSK

This area will feature one (1) 42" touch-capable commercial screen mounted in a free-standing commercial Americans with Disability Act (ADA) compliant kiosk stand (screen held at a 35 - 45 degree position) with landscape orientation. The feature will have an attract loop to bring users to the kiosk. Once the screen is touched, the user will be presented with an interactive map of the local area including roads, sidewalks, trails, buildings, amenities, points of interest/historical sites, restrooms, etc. Amenities to be included in the interactive map will not exceed fifty (50) sites. With consultation with the contractor, NGPC will decide if the wayfinding kiosk will present the end user with an aerial view or drawn interpretations of the area.

GIS data will be provided by NGPC in the form of a REST map service; the contractor will download the data and incorporate it in to the system locally. When NGPC makes changes to the data, it will be available to the contractor via the same map service. According to the update schedule the contractor can download the updates.

Users will be presented with information about how to use the interactive map including pop-outs stating "tap on a trail to learn about its features" or "tap on a building to learn more."

Users will also have a sidebar on the map that allows them to highlight different kinds of amenities including restrooms, trails, sidewalks, historical points of interest, river access, etc. When one of these is selected, all locations featuring these amenities will be highlighted on the map.

When users tap on a trail, an information box will appear providing general trail information (length, difficulty, species that users could potentially see on this trail). When users tap on an amenity or point of interest, an information box will appear providing information (historical significance if applicable, restroom facilities, ADA capabilities, etc.).

The map will be able to be enlarged/reduced or will have zoom capabilities using finger pinch/spread. Additionally, users will be able to drag the enlarged map to view other areas.

Information detailed in the text or pop-out boxes will be changed in the REST maps services and provided to this deployment via scheduled updates.

Hardware: 1 – 42" commercial LED Display with projective capacitive (PCAP) touchscreen technology, 1080p minimum resolution
 1 – PC (Windows 10 Professional PC)
 1 – freestanding kiosk/TV stand (ADA compliant) with hidden PC capabilities
 3 – cabling from electrical outlet/data port to kiosk terminal

Content Provided by: NGPC

Initial Content Upload: Contractor

Installation: Contractor

Installation amenities: floor outlets, floor data ports.

Internet connectivity: Content should be stored on the PC and utilize data connection for updates only.

3. AREA 3: INTERACTIVE MOUNTAIN BIKING EXPERIENCE

This area will feature two (2) 55" screens hung landscape on the wall. Above the screens will be a gesture-based camera that will utilize the user's movements to direct the experience. In front of each screen/camera will be a mounted bike which will allow users to pedal without moving. An attract loop will provide instructions to the user detailing how to start and play the game. Users will start the experience by getting on the bike and gesturing that they are putting on a helmet. Once the experience starts, users will appear to be riding down a mountain biking trail located at Platte River State Park (raw video provided by NGPC).

The experience will be dynamic based on the user's speed and movement. If the user pedals faster, they will appear to move faster down the trail. Likewise, if the user pedals slower, they will move slower down the trail. Additionally, the user will be able to lean left/right at which point the bike will appear to move left/right on the screen. The trail will present the user with obstacles (curves, hills, trees, etc.). The user must be able to maneuver around these obstacles. If the user does not successfully maneuver around the obstacles, they will crash and the game will end.

Hardware: 2 – 55" commercial LED Display with 1080p minimum resolution
2 – PC (Windows 10 Professional PC)
2 – standard TV wall mounts with hidden PC capabilities
2 – cabling from electrical outlet-data port to terminals/cameras
2 – commercial or professional gesture cameras with mounting hardware (mounted and calibrated by vendor)
Content Provided by: NGPC (raw footage of mountain biking trails only,
Contractor will edit footage for use in the experience)
Initial Content Upload: Contractor
Installation: Contractor
Installation amenities: wall outlets, wall data ports.
Internet connectivity: Content should be stored on the PC and utilize data connection for updates only.

4. AREA 4: QUARANTINE VIDEO

This area will feature one (1) 55" commercial LED display with 1080p minimum resolution to be hung portrait and located next to a window into the aquarium quarantine area. The screen will feature an attract video loop. A proximity sensor will be located just under the screen; when a user approaches, the screen will automatically convert from the attract loop to the video. The video (provided by the NGPC) will feature a biologist expanding what is happening in quarantine and what science is being used in the quarantine area. Once the video is finished, the screen will return to the attract loop.

The video and attract loop should be changeable by NGPC using an online dashboard.

The video should contain audio which can be heard by the user within the immediate area, but not heard by others within the large room.

Hardware: 1 – 55" commercial LED Display with 1080p minimum resolution
1 – PC (Windows 10 Professional PC)
1 – standard TV wall mounts with hidden PC capabilities
1 – cabling from electrical outlet-data port to terminals/cameras
1 – proximity sensor to prompt video to play with mounting hardware (mounted and calibrated by vendor)
1 – directional speaker
Content Provided by: NGPC (video)
Initial Content Upload: Contractor
Installation: Contractor
Installation amenities: wall outlets, wall data ports.
Internet connectivity: Content should be stored on the PC and utilize data connection for updates only.

5. AREA 5: NATURE CENTER INTERACTIVE INTERPRETATION STATIONS FOR LIVE ANIMALS

This area will feature fifteen (15) digital touchscreen tablets (10") focusing on individual animals within the nature center portion of the building. Specifically, these tablets will be located at the "Live Animal Wall," "Tree Snag Display," and "Terrarium" areas.

Each tablet will feature information about one (1) specific animal. Each tablet will feature an attract loop. Once the user taps on the screen, the user will be taken to a screen which provides an image of the animal and some basic information. The user will also be presented with buttons to learn more ("What do I eat?" "What eats me?" "Where do I live?" "My role in the ecosystem"). When a button is selected, the user will be taken to that page. The user will have the option to select a home button taking them back to the main page. If the tablet is not interacted with for fifteen (15) seconds, it will automatically switch back to the attract loop.

For clarification, each tablet will include:

- an attract loop
- a species-specific main page featuring an image, basic text, and up to four buttons to additional content
- up to four additional pages with more specific content about the animal

All images and text will be provided by NGPC staff. The contractor will provide the software and templates for each screen. It is expected that these applications will run via content stored on the hardware and will not be connected to data. Updates will occur via wireless data connections.

NGPC staff will have access to make content changes using an online dashboard. This capability should allow NGPC staff to make changes 24/7 from a remote location.

Tablets will be installed using either wall mounts or floor mounts depending on the specific location and capabilities of wall mounts at each location. All mounts will be landscape in format. Electrical cord should be plugged into device at all times and accessible by staff but not the public. Ideal set-up will have power cord running through the stand and floor mount.

Hardware: 15 – Commercial or professional touch-capable, 10" tablets (tablets should be the same make/model as those selected for "Area 6")
15 – Commercial or professional tablet mounts (landscape orientation) with hidden electrical cord capability (some wall mounts, some floor mounts)

Content Provided by: NGPC (video)

Initial Content Upload: Contractor

Installation: Contractor

Installation amenities: wall outlets, wireless data.

Internet connectivity: Content should be stored on the PC and utilize data connection for updates only.

6. AREA 6: AQUARIUM INTERACTIVE INTERPRETATION STATIONS FOR AQUARIUM SPECIES

This area will feature thirteen (13) digital touchscreen tablets (10") focusing on individual species within the aquarium portion of the building.

Each tablet will feature an attract loop. Once the user taps on the screen, the user will be taken to a landing page where they will be able to select from several animals (images of 4-6 animals). Once they select one (1) animal, they will be taken to a screen which provides an image of the animal and some basic information. The user will also be presented with buttons to learn more ("What do I eat?" "What eats me?", "Where do I live?", "My role in the ecosystem"). When a button is selected, the user will be taken to that page.

For clarification, each tablet will include:

- an attract loop
- a landing page with images of 4-6 species
- a species-specific main page featuring an image, basic text, and up to four buttons to additional content (this will be provided for each species featured on the landing page).
- up to four additional pages with more specific content about each animal featured on the landing page.

All images and text will be provided by NGPC staff. The contractor will provide the software and templates for each screen. It is required that these applications will run via content stored on the hardware and will not be connected to data. Updates will occur via wireless data connections.

NGPC staff will have access to make content changes using an online dashboard. This capability should allow NGPC staff to make changes 24/7 from a remote location.

Tablets will be installed using either wall mounts or floor mounts depending on the specific location and capabilities of wall mounts at each location. All mounts will be landscape in format. Electrical cord should be plugged into device at all times and accessible by staff but not the public. Ideal set-up will have power cord running through the stand and floor mount.

Hardware: 16 – Commercial or professional touch-capable, 10" tablets (13 for immediate application, 3 for back-up) (tablets should be the same make/model as those selected for "Area 5")
16 – Commercial or professional tablet mounts (landscape orientation) with hidden electrical cord capability (some wall mounts, some floor mounts) (13 for immediate application, 3 for back-up)

Content Provided by: NGPC (video)

Initial Content Upload: Contractor

Installation: Contractor

Installation amenities: wall outlets, wireless data.

Internet connectivity: Content should be stored on the PC and utilize data connection for updates only.

7. AREA 7: AQUARIUM ECOSYSTEMS VIDEOS

This area will feature four (4) 46" commercial LED displays hung in portrait orientation. Each screen will feature a different video focusing on one of the ecosystems presented in the aquarium – cool water stream, Nebraska river, Nebraska reservoir, and farm pond. The content for the signs will be provided by the NGPC.

Each screen will have video with text overlay looping to play constantly. There will be no interaction with the videos so touchscreen is not needed. The contractor will provide software to allow for constant playing of a video loop.

Hardware: 4 – 46" commercial LED Display with 1080p minimum resolution
4 – PC (Windows 10 Professional PC)
4 – standard TV wall mounts with hidden PC capabilities
4 – cabling from electrical outlet-data ports to terminals

Content Provided by: NGPC (video)

Initial Content Upload: Contractor

Installation: Contractor

Installation amenities: wall outlets, wall data ports.

Internet connectivity: Content should be stored on the PC and utilize data connection for updates only.

8. AREA 8: FISH ACTIVITY STATION

This area will feature one (1) 42" commercial touchscreen located in an ADA-accessible commercial kiosk stand with landscape orientation and hidden PC capabilities. The content will feature three (3) different fish-related activities. When approaching the kiosk, there will be an attract loop. Once the user taps on the screen, they will be presented with three (3) activity or game options:

1. **Build a Fish:** user will create a fish by selecting a mouth, a body shape, a body size, fin shape, and tail shape. Users will also have the option to select colors and patterns for their fish. Finally, the user will select where the fish will live (pond, river, stream, or reservoir). Once complete, the user will learn about their fish (what it eats based on the mouth chosen, how its coloring helps/hinders it, how well their fish will survive based on the chosen habitat, etc).

2. **Draw a Fish:** user will be able to select what kind of medium they would like to use (for example: paint, pencil, crayon) and what color. Then, the user will be prompted to draw a fish. As they draw, the game will prompt them to draw each part of the fish (eyes, caudal fin, tail fin, patterns, and colors). Upon completion of their fish, the user will have the opportunity to enter their name and e-mail address to have their drawing e-mailed to them. NGPC Staff will have the ability to obtain the e-mails entered by the user for use at a later date.

3. **Fish Game:** The third option for this kiosk should be a game. The contractor will be able to determine the focus of this game and how it is created, but should be something related to Nebraska fish. Ideas include, but are not limited to, pond management, development of a suitable fish habitat based on the species of fish selected by the user, fishing or catch and release game; etc. Although a suitable game must be presented in detail with the RFP submittal, it is required that following the signing of a contract, the contractor will work with NGPC staff to ensure a valuable and scientifically accurate game is created.

Hardware: 1 – 42" commercial LED Display with projective capacitive (PCAP) touchscreen technology, 1080p minimum resolution
1 – PC (Windows 10 Professional PC)
1 – freestanding kiosk/TV stand (ADA compliant) with hidden PC capabilities
1 – cabling from electrical outlet/data port to kiosk terminal

Content Provided by: NGPC (video)

Initial Content Upload: Contractor

Installation: Contractor

Installation amenities: wall outlets, wall data ports.

Internet connectivity: Content should be stored on the PC and utilize data connection for updates only.

9. ADDITIONAL REQUIREMENTS

- a. All public interfaces will be designed using the NGPC branding standards and Interpretive Signage Guide (provided upon request).
- b. All PC's will be of the same make/model. All tablets will be the same make/model.

10. ADDITIONAL SERVICES

The Contractor will also provide the following for the life of the contract, including all renewals and extensions:

- a. Installation: All items will be installed in a professional and visually appealing manner no later than December 15, 2018. NGPC staff will provide the exact location for each feature.
- b. Continual annual licensing for proprietary software utilized in this deployment.
- c. 24/7/365 access to a live individual for technical support and problem solving; please state the location of the support team for this RFP. Year one (1) of support services will be included at no additional cost to the State.
 - i. Support services and associated fees should be based on area or features, not individual devices. For example, fees should be for ALL tablets in the nature center area, not based on per-tablet pricing. Or, service fees should be for the entire "Area 1: 3x1 Screen Tiles with Floating Content" and not a fee for each screen.

- ii. As part of the RFP response, please provide a detailed description of what your technical support would include. Also note any additional support that would only be provided for a fee
- d. An online (web based) dashboard with the ability for the NGPC staff to update, edit and change all digital content. Online dashboard for editing and updating content should be accessible from a remote location. Online dashboard should be compatible with all standard browsers.
 - i. Dashboard will have the ability to edit and update both devices which are always connected to the internet and those devices which have content stored locally. Updates via the dashboard will be sent to all devices at a standard time.
 - ii. Contractor will have the ability to accept electronic media from NGPC; contractor will have the ability to return information via an approved electronic media
- e. Online dashboard for NGPC staff to be able to determine what is running on each screen in real-time, ability to manage each screen in real-time remotely, and ability to determine, manage and correct problems remotely using the online dashboard. Additionally, the online, remote dashboard should be compatible with all standard browsers.
- f. Ability to receive automated e-mails or texts to notify staff if any deployment is not functioning properly.
- g. Ability to remotely determine how often each sign is used, how many clicks and how much time users are spending at each station.
- h. Training of staff on how to utilize the online avenue of content update, editing and changes to all signs at no additional cost to the State.

E. PROJECT PLANNING AND MANAGEMENT

Bidder to provide a draft Project Plan and timeline with their RFP response. Within ten (10) business days of contract award , the Contractor shall provide a Final Project Plan and Timeline. The Contractor and NGPC will jointly discuss timing and staffing issues that will impact the timeline. The result shall be an updated Project Management Plan and Timeline.

Project Status Reports will be prepared and delivered to NGPC bi-weekly. Project Status Reports will include:

- i. Significant work activities performed during the previous two-week period; comparison of work completed with the agreed upon timeline.
- ii. Identification of project problems and documented recommendations/tasks to mitigate problems.
- iii. Deliverables expected to be completed within the next two-week period.

F. CONTRACTOR REQUIREMENTS

- 1. Bidder will provide a detailed copy of the warranty provided for software, hardware and installation. If there is an additional charge for warranty after the first year that is not part of the Service and Support, Bidder must note that in the RFP and as a separate cost on the Cost Proposal.

VI. PROPOSAL INSTRUCTIONS

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

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

A. PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM

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

The RFP for Contractual Services form must be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award.

Sealed proposals must be received in the State Purchasing Bureau by the date and time of the 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.

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>

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

b. FINANCIAL STATEMENTS

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

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

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

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change

and indicate when the change will likely occur. Any change of ownership to an awarded 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 should be identified.

e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

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

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

g. CONTRACT PERFORMANCE

If the bidder or any proposed Subcontractor has had a contract terminated for default during the past ten (10) 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 ten (10) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past ten (10) years, so declare.

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

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder should address the following:

i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. These descriptions should 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 should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime

Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

- ii. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.
- iii. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

i. **SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**

The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this RFP and have the ability to complete this project within the timeframe as noted in the RFP. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.

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

j. **SUBCONTRACTORS**

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

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

3. **TECHNICAL APPROACH**

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

- a. Understanding of the project requirements;
- b. Proposed development approach;
- c. Technical considerations;
- d. Attachment A
- e. Detailed project work plan; and
- f. Deliverables and due dates.

VII. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the State's Cost Sheet. The bidder must use the State's Cost Sheet. The bidder should submit the State's Cost Sheet in accordance with Section I Submission of Proposal.

THE STATE'S COST SHEET AND ANY OTHER COST DOCUMENT SUBMITTED WITH THE PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.

A. COST SHEET

This summary shall present the total fixed price to perform all of the requirements of the RFP. The bidder must include details in the State's Cost Sheet supporting any and all costs.

The State reserves the right to review all aspects of cost 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.

B. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the RFP. 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.

Form A
Bidder Contact Sheet
Request for Proposal Number 5878 Z1

Form A should be completed and submitted with each response to this RFP. 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:	AVI SYSTEMS
Bidder Address:	5055 S. 111TH ST. OMAHA, NE 68137
Contact Person & Title:	CRAIG SELLERS ACCOUNT MANAGER
E-mail Address:	CRAIG.SELLERS@AVISYSTEMS.COM
Telephone Number (Office):	402 384 4577
Telephone Number (Cellular):	712 326 5913
Fax Number:	402 593 8500

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

Communication with the State Contact Information	
Bidder Name:	AVI SYSTEMS
Bidder Address:	5055 S. 111TH STREET OMAHA, NE 68137
Contact Person & Title:	CRAIG SELLERS ACCOUNT MANAGER
E-mail Address:	CRAIG.SELLERS@AVISYSTEMS.COM
Telephone Number (Office):	402-384-4577
Telephone Number (Cellular):	712-326-5913
Fax Number:	402-593-8500

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

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.

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

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	AVI SYSTEMS
COMPLETE ADDRESS:	5055 S. 111 th STREET OMAHA, NE 68137
TELEPHONE NUMBER:	402-384-4577
FAX NUMBER:	402-593-8500
DATE:	7/11/18
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	CRAIG SELLERS ACCOUNT MANAGER

ORIGINAL



AVI Systems Proposal

RFP Number 5878 Z1; Digital Signage for Schramm (SRA)

Technical Proposal

07/11/2018

Submitted by

Craig Sellers

System Sales Engineer

d 402-384-4577

5055 S. 111th Street

Omaha, NE 68137



Technical Response – RFP #5878 Z1

A. Understanding of the project requirements

Drawing from years of experience and development of similar projects, AVI Systems is in complete understanding of the project requirements and in turn has provided content development and delivery/execution detail for each specific segment of this project in the "Attachment A" technical overview.



B. Proposed Development Approach

Project Kick-Off Meeting with the Client:

- Client to include all parties involved in the project
- AVI Project Team
 - Programmer, Graphics artist, Project Manager, Deployment Engineer(s).
- Review of deliverables stated in this document
 - Any Discrepancies should be discovered here.
- Discussion of Content, Programming and Admin meetings
 - Who, what, when, where, why and how.
 - Can happen simultaneously
 - Client will provide a list of individuals and their contact information for content creation and Information Technology.
 - Client will also provide a designated "Final Approver". This contact will have the final say in what is signed off on for content Creation.
 - No deployment of content will take place without this approval.
- Who should the client engage with regarding questions or concerns?
- Develop Timeline with Milestones until Substantial Completion.

Content Workflow:

- Graphic Artist and designated Client Representative(s)/Final Approver.
 - May include or be driven by an AVI Programmer if interactive or 3rd party data integration.
- Initial Content Meeting will include:
 - A review of allocated hours from the Graphic Artist
 - Statement of how AVI uses the client's purchased design services.
 - Meetings, Mockups, Content Creation, etc.
 - Review of all client provided mockups and/or storyboards (Highly recommended).
- After the initial Meeting:
 - AVI will provide a mockup of the graphic layouts in PDF format prior to completing content development and request a final approval. Upon approval, AVI will provide a completion meeting to confirm content delivery as expected.
 - Revisions of mockups will be completed prior to final development of the content.
- Upon receipt of completion from the "Final Approver" of finished content, if any changes are requested, AVI will require a Change order of additional hours to accommodate the request.
- Deployment of content:
 - AVI will provide all templates for use with the system. It is the client's responsibility to utilize those templates to deploy their content as they see fit.
- Some Content will require testing after deployment as AVI is unable to reproduce a Client's existing network infrastructure. Client should allow for 1-2 weeks before a "Go Live Date." is promised for any interactive systems or 3rd party Data integration.



Technical Response – Attachment A – RFP #5878 Z1

TRM-1

Area 1: 3x1 Video Wall with Floating Content:

Describe the software, hardware and mechanisms the bidder will use to create the floating screen files:

AVI will provide a 3x1 PCAP Video Wall in Landscape mode. These displays will be 55" LG Commercial grade monitors and will have a small bezel between them. On the top and sides of the entire videowall, there will be a 2" bezel to support the PCAP requirement of the RFP.

AVI will mount this video wall using a Chief video wall mounting system. This Mounting system is able to support up to 3x the weight of its rating. AVI's Video wall will be under the weight rating of the Chief mounting system.

AVI will install the displays and mounting system to a wall that has been documented to be structurally capable of supporting the weight of all components for this system. AVI will provide, in proposal format, a change order to review and re-enforce the designated wall if it is found to be structurally unable to support the Video Wall. AVI is not a General Contractor and any building components that require adjustment or construction will be the responsibility of the State Purchasing Bureau of Nebraska.

AVI will provide a single channel of content to be displayed through the Navori QL Player. This content will be in the form of HTML and will reference local files of the playback PC. This content will be allowed to be updated through the Navori software by way of a template. AVI will create this template, allow the user to edit the picture, and the text of the specific picture through the Navori user interface.

The player will be a 4 output windows 10 device so as to keep the screen uniform, in time sync and utilize one Navori playback license vs. three. This unit will be mounted in a client specified data closet with extenders for the video signal to reach the displays. The PC may be able to be placed behind the display if a structure change is required although AVI recommend placing the PC in the data closet for access and security reasons.

In order for the touchscreen to work with 3 PCAP displays, AVI will create a touch translation interface using Tuiio programming. This programming will allow the user to touch any one of the screens at any time with proper responsiveness. Without this programming, 2 or more PCAP displays will need 2 touches in order to select an action from one or the other on the screen. AVI will also provide a 5-port data switch to connect the 3 display's PCAP signals together for use with the 1 player. This will allow multiple users to touch the screens at the same time. This system will accept up to 40 points of touch at any given time.

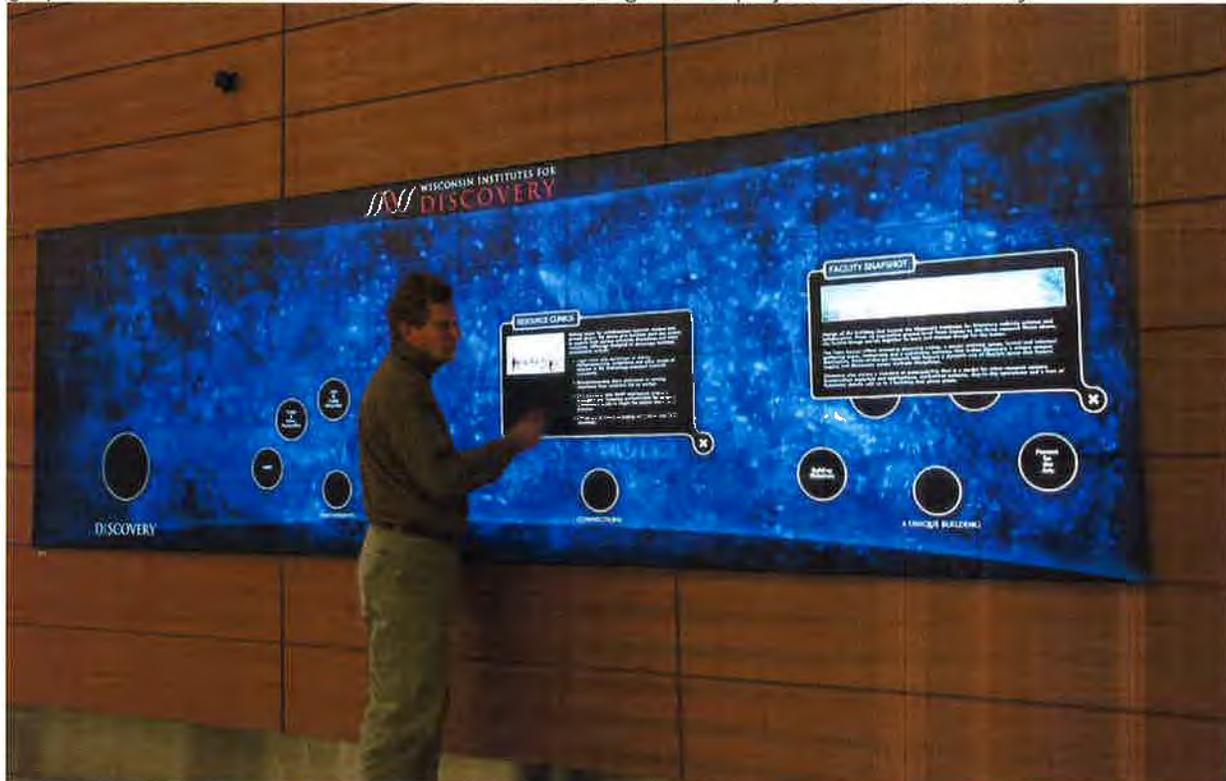
AVI will work with the Nebraska Game & Parks Commission to create a suitable background image or video for this video wall. AVI will create a single template that can be utilized as many times as the client would like to accommodate the desired floating picture request outlined in the RFP.

User Experience:

The User will walk up to any one of the screens and see a picture, this picture corresponds to an edited version of a template. The picture along with all other templates corresponding to the video wall playlist, will float slowly from the bottom of the screen to the top of the screen with an infinity affect. This will cause the picture that floats above the top of the screen to be rendered again at the bottom of the screen for a continuous loop. When this picture is touched, it will freeze on the screen where it is at and expand to reveal the text written inside of the template. The other pictures will continue to float unless they are touched as well. The user will be able to swipe the text field closed and there will be a static text that states: "Swipe to close." Once closed, the picture will return to its floating animation. If the user has not touched the picture again for 30-45 seconds, the text box will automatically close and resume floating. AVI will fully deploy each template for use with the system for up to 175 pictures.

Similar Installation: Wisconsin Institute for Discovery

This installation is a Multi-touch interactive video wall. The user is able to touch any point on the display to expand for more information. The text and graphics point to a template that holds the information and graphics. The solution uses Christie Micro Tiles along with IR projection for interactivity.



TRM-2

Area 2: Freestanding Interactive Wayfinding Kiosk:

Describe the bidder's work in developing interactive wayfinding kiosks:

AVI has been developing wayfinding kiosks since 2007. Our early renderings of wayfinding systems utilized a software called Scala Designer. It allowed AVI to utilize any sort of peripheral and python scripting to pull in just about any 3rd party data source. We used this often to pull location information in via Active directory. Then, when a client touched on the point of interest, AVI provided an animated arrow to the destination. As time went on, more detailed types of data became available for this type of an installation. Geo JSON and Nav Node networks became available to handle the data we needed for HTML integration. AVI has since migrated to the HTML wayfinding solutions in order to provide the best user experience. AVI does not conform to a specific CMS or other wayfinding solution due to our client's needs. Each application is different and the user experience changes. If AVI were to utilize one platform, we would be bound by the software's restrictions. Thus, we have found a CMS that allows us to reference files stored on the local PC. This allows the user to update content and text for a single source without the need to create a separate interface while maintaining the functionality requested by our clients. AVI partners with a company called Express Image for largescale wayfinding and programming systems as these do take time to develop. When AVI uses Express Image for our programming, we are able to deliver a better product with a smaller timeframe. Express Image is



responsible for the Mall of America's interactive wayfinding system. An example of that work can be found here: <https://expressimage.digital/> please click on the MOA success video for review.

TRM-3

Area 2: Freestanding Interactive Wayfinding Kiosk:

Describe the software, hardware and mechanism you will use to create the interactive wayfinding kiosks:

AVI will provide a single free standing 42" Elo Touch Panel for use inside of a Landscape Orientation Peerless black metal kiosk. This Touch panel is an all in one with a Windows 10 PC unit embedded into the display. This peerless mount adheres to the State of Nebraska's requirements as listed in the Nebraska Technology Access Standards and the Federal ADA Compliance Standards.

The screen will have a playlist associated with it from the Navori signage software. All items in this playlist will play on the attract loop. Once the display is touched, the User will be presented with a bird's eye view of the campus in either a drawn picture, or graphic representation including the surrounding area. Up to 50 Amenities will be shown on this screen at any given time. These amenities will from this point on be known as "Points of Interest" or "POI".

Updates to the map and its amenities will be provided by NGPC in the form of REST map service. AVI will download the information once and program it to update automatically once per day. All data for immediate and future needs will be provided to AVI in order to accommodate the requested programming. Any data not shared with AVI or a data set that is not specified to be integrated during the development portion of this system, is outside of the scope of work and will require a change order to accommodate.

User Experience:

A user assistance message will appear on screen if a user has not touched the screen within 3 seconds. It will come in from both sides of the display as a transparent background with non-transparent text that utilizes NGPC branding guidelines. This message will state: "Tap here for guidance". Once a user touches the guidance button, a transparent overlay will be presented on top of the initial orientation of the map. If the map has been zoomed in or moved, it will revert to the initial state it is displayed as when a user touches the screen for the first time. The overlay will have a number of smaller messages that give guidance as to what will happen on a POI when a user touches it. If a user touches any POI, the transparent overlay will disappear and the touch will pass through to the POI. Each POI will pop out a template that has a picture of the POI and a text box to describe the POI. The pop out will have the same swipe function to exit the pop up as the floating pictures. AVI will provide the templates for use with each POI. These templates will allow a content administrator to update the picture and text of each POI as a separate template. All POI templates will reside within 1 playlist within the Navori user interface.

The Map will be able to be zoomed in by pinching or spreading of the fingers or both hands. The user is then able to touch, hold and drag with their finger in order to move the viewing zone of the map to another area. Double tapping on the screen will revert the map to its original view. After 45 seconds of non-touch, the system will return to the attract loop. The attract loop will have a static "Touch here to begin" statement on the bottom of the screen with a transparent background and non-transparent text that utilizes NGPC branding guidelines.

TRM-4

Area 2: Freestanding Interactive Wayfinding Kiosk:

Provide Examples of what the public interface of the interactive kiosk would look like:

AVI would like to state that the examples shown below are AVI's representation that adheres to our SOW. AVI is able to build the design look to suit, if an idea is presented during mockups and planning, AVI will review and adjust to the request of the client. AVI will attempt to include the change in its existing award. If the design of functionality requested is a significant change, AVI will provide a



change order to accommodate. Again, these are examples, our Graphic designer will work with the client to meet or exceed their expectations with regard to all content for the entire project.



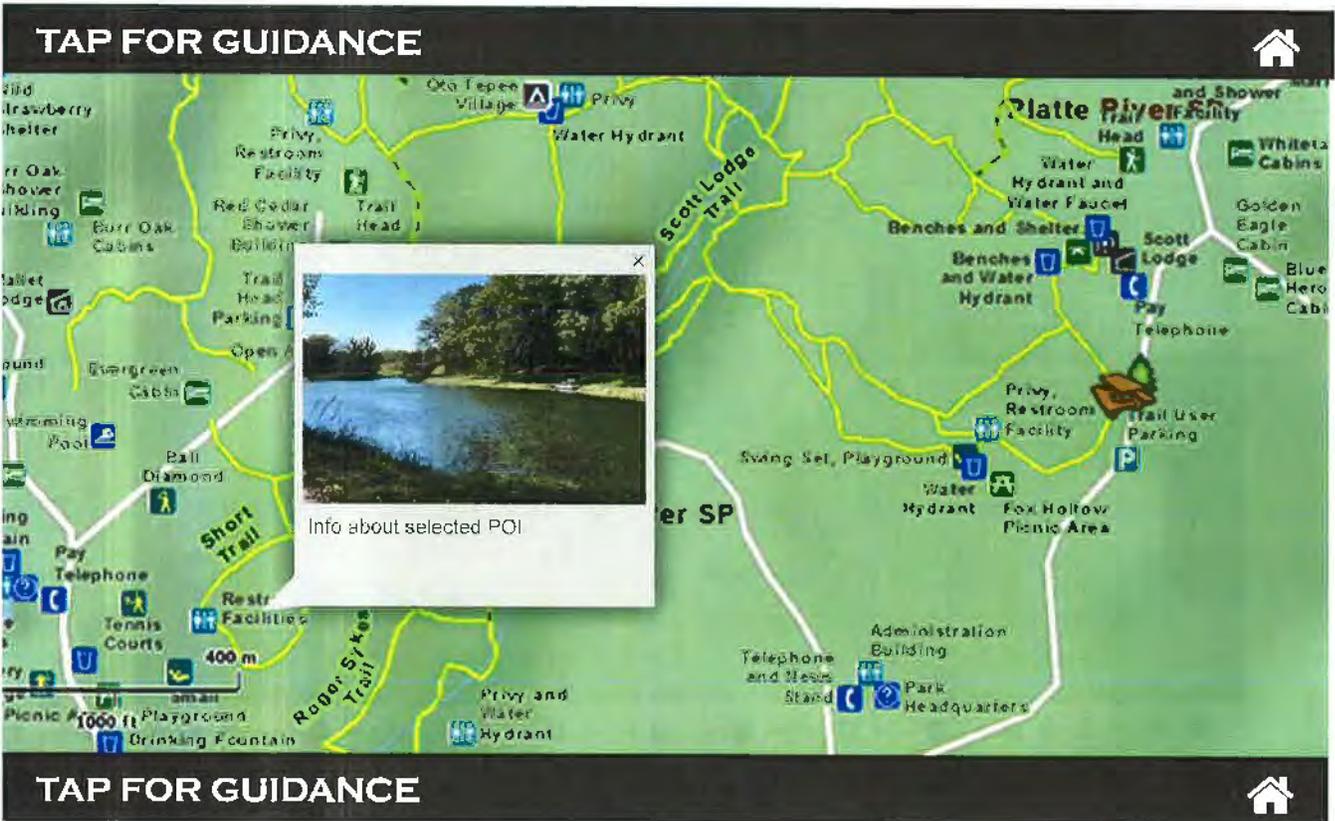
- Alerts/Range
- Alert
- Close
- Close
- Compass
- Filtering
- Trail Service
- Filtering
- Lodging
- Alerts
- Alerting
- Playbook
- Shooting Range
- Trail Book

TOUCH TO BEGIN



- Alerts/Range
- Alert
- Filtering
- Close
- Compass
- Compass
- Filtering
- Trail Service
- Filtering
- Lodging
- Alerts
- Alerting
- Playbook
- Shooting Range
- Trail Book

TAP FOR GUIDANCE





TRM-5

Area 2: Freestanding Interactive Wayfinding Kiosk:

Provide Examples of what amenities the kiosk would be able to detail for the end user:

AVI would like to state that the amenities will correspond to a template within the Navori system, this allows the admin of the interactive kiosk to update, change, or remove the detail of the POI from the system. Meaning you can put whatever you want text or graphic wise at each POI.

AVI would like to state that the examples shown below are AVI's representation that adheres to our SOW. AVI is able to build the design look to suit, if an idea is presented during mockups and planning, AVI will review and adjust to the request of the client. AVI will attempt to include the change in its existing award. If the design of functionality requested is a significant change, AVI will provide a change order to accommodate. Again, these are examples, our Graphic designer will work with the client to meet or exceed their expectations with regard to all content for the entire project.

TRM-6

Area 3: Interactive Mountain Biking Experience:

Describe the software, hardware and mechanisms the bidder will use to create the interactive mountain biking experience:

After Careful consideration, AVI feels that we can provide a more robust, responsive, and functional system at a lower over cost by utilizing sensor components and a bike trainer as controllers for the interactive experience rather than rely on a camera, and its interpretation of motion, to fulfill the request. AVI feels that camera responsive controls are not reliable enough for response driven actions as they need to be in order to fulfill the desired effect NGPC would like for the end user.

AVI systems will provide two stationary mountain bikes with a stationary bike trainer for an interactive mountain biking experience. The bike trainer will have a small swivel on the back to accommodate the lean request of the client. The swivel will have an inclinometer attached to it. This signal will accommodate the tilt request for the bike trail. The bike trainer will have a difficulty setting of 3 during normal pedaling without incline. The bike trainer will have a difficulty setting of 0 with a transition from 3 to 0 while moving through any declines. The bike trainer will have a difficulty setting of 6 with a transition from 3 to 6 while moving through any inclines. AVI will provide a small, medium and large helmet for use with the system. Each helmet will have a QR code sticker on it that will be required to be on the person's head in order to start the game. The built-in camera will require the user move their head into position to scan the QR code while on the bike. Once the scan is complete, the user is then able to start the game. AVI will provide a digital QR code for future label requests or changes for bike helmets. The bike trainer although stationary will not be mounted to the floor unless otherwise requested by NGPC. Requests for mounting will be a change order with additional cost to NGPC.

AVI systems will provide a video game that allows the user to interact with the NGPC provided video as a video game experience. AVI requests influence over the raw video if possible in order to properly record and render the experience to the best of our ability.

Once the user scan's the QR Code of the helmet, the game will initiate. It will give a 5 second countdown with audio for each number. The experience will increase and decrease pedaling difficulty with the terrain of the video. The user can tilt left and right to continue down a path that has the turn. AVI will program 1 course to be a single path. No splitting of the path to a different direction or ending location will be provided in this proposal. The functionality to allow a user to select which path to go down while riding



is available at an additional cost by way of a change order. If the user hits a tree, rock or curve, the video stops and the game will state "hit an obstacle" or "crash". The game will end with a game ending sound to be determined by NGPC. This will return the user to the main menu that will request them to scan the QR code. The user is able to avoid hitting these obstacles by tilting the bike one direction or another while riding. A small tilt is all that will be required to trigger the avoidance or curve. If the user rides through the entire trail, they will be presented with a "success" statement or graphic that they have successfully completed the course. This will also play a game finishing sound. This success will also return the user to the main menu after 15 seconds.

All hardware components will connect via USB and cable raceway to the 2 windows 10 PCs connected behind the two displays next to each other in landscape mode positioned in front of the mountain bikes. A Camera will be mounted above the displays in the middle of them for the QR scanning.

This system will not be allowed to be updated in any fashion after deployment. Any changes requested after initial implementation of this experience will require a change order or separate project to accommodate.

TRM-7

Area 3: Interactive Mountain Biking Experience:

Provide Visuals as to what the game would look like for the end user:

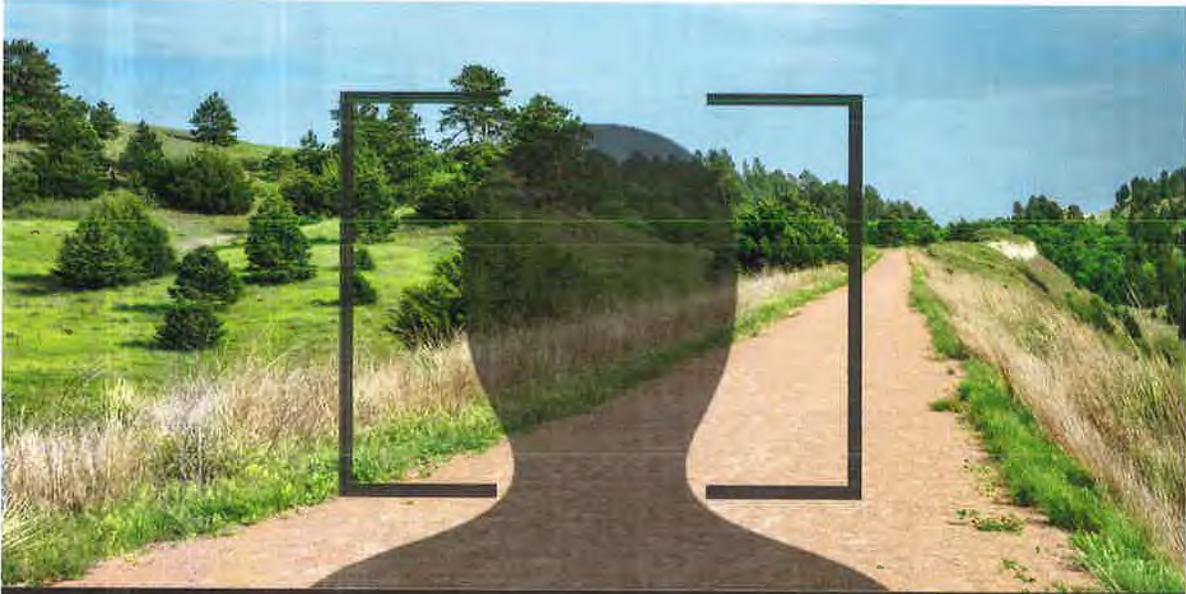
AVI would like to state that the examples shown below are AVI's representation that adheres to our SOW. AVI is able to build design look to suit, if an idea is presented during mockups and planning, AVI will review and adjust to the request of the client. AVI will attempt to include the change in its existing award. If the design of functionality requested is a significant change, AVI will provide a change order to accommodate. Again, these are examples, our Graphic designer will work with the client to meet or exceed their expectations with regard to all content for the entire project.





TRY AGAIN





SCAN YOUR HELMET TO BEGIN

SUCCESS!



CONGRATULATIONS. PLAY AGAIN?



TRM-8**Area 4: Quarantine Video:**

Describe the software, hardware and mechanisms the bidder will use to create the Quarantine Video including how that would be heard by those in the immediate areas must not hear the audio:

AVI systems will provide a single 55" Commercial LG display for use in this area along with a proximity sensor that notices someone within 5 feet of the display. When the sensor triggers, the content will start playback of a client provided video. This video is able to be updated using the Navori user interface. There will also be an attract loop that will run when the proximity sensor is in its off state where nobody is around. If the proximity sensor has switched back into its off state, a timeout will occur and revert the playback to the attract loop after 45 seconds. The proximity sensor will plug directly into the windows 10 PC located behind the display.

AVI will provide a Brown Innovations 32" Sounds dome from the ceiling in order to direct the audio to the group of individuals standing below it. This will be mounted in front of the Quarantine video for the viewers. Standing outside of the sound dome will not allow the user to hear the audio in any significant fashion.

TRM-9**Area 5 & 6: Interactive Interpretation stations for Nature Center and Aquarium:**

Provide Visuals as to what the game would look like for the end user:

AVI would like to state that the examples shown below are AVI's representation that adheres to our SOW. AVI is able to build design look to suit, if an idea is presented during mockups and planning, AVI will review and adjust to the request of the client. AVI will attempt to include the change in its existing award. If the design of functionality requested is a significant change, AVI will provide a change order to accommodate. Again, these are examples, our Graphic designer will work with the client to meet or exceed their expectations with regard to all content for the entire project.





SELECT A SPECIES



ABOUT THIS

Info about the images on the left would go in this area. can be left aligned or centered - and the font would match branding.

BUTTON ONE

BUTTON SELECTED

BUTTON THREE

BUTTON FOUR

TITLE OF SELECTED



ABOUT THIS

Info about the images on the left would go in this area. can be left aligned or centered - and the font would match branding. Background image shows enlarged image of animal. with blue overlay.

BUTTON ONE

BUTTON SELECTED

BUTTON THREE

BUTTON FOUR

TITLE OF SELECTED





TRM-10

Area 5 & 6: Interactive Interpretation stations for Nature Center and Aquarium:

Please describe the software, hardware and mechanisms the bidder will use to create the Nature Center and Aquarium Interactive Interpretation stations:

Area 5: Nature Center Interactive Interpretation Stations for Live Animals:

AVI Systems will provide fifteen 10" Elo All in One android displays with Chief mounts at each station. These units have Wi-Fi capability although AVI recommends a wired connection to the units. These are also POE+ so power is not needed at the unit. Only network capable of POE+ port is required for use with the display.

The User will see an attract loop on the screen. This attract loop will correspond to a specific playlist within the Navori software. This playlist can be used for all displays in this area, or a playlist for each screen of group of screens whichever the client requests. There will be a static transparent overlay that will reside on the screen regardless of the attract loop that will state "Touch the screen to learn more." Once the screen is touched, the user is presented with some basic information with a graphic and text for the animal. There are 4 other buttons that can be pressed from the main animal page. These are user editable in the Navori interface template for text, graphics and video. When a user touches one of the additional 4 buttons, it brings them to that Button's page. The corresponding template information will be presented to the user. There will always be a home button on the bottom right hand corner of the display that will return the user to the main animal page. This is the same page that the user is presented with when they touch the screen initially. If the display has not been touched within 15 seconds, the system will automatically return the user to the attract loop. AVI recommends that the timeout be 20 seconds or higher due to different user's reading ability. The timeout is editable on each device independently for future needs or requests.

Area 6: Aquarium Interactive Interpretation Stations for Aquarium Species:

AVI Systems will provide thirteen 10" Elo All in One android displays with Chief mounts at each station. These units have Wi-Fi capability although AVI recommends a wired connection to the units. These are also POE+ so power is not needed at the unit. Only network capable of POE+ port is required for use with the display.

The User will see an attract loop on the screen. This attract loop will correspond to a specific playlist within the Navori software. This playlist can be used for all displays in this area, or a playlist for each screen of group of screens whichever the client requests. There will be a static transparent overlay that will reside on the screen regardless of the attract loop that will state "Touch the screen to learn more." Once the screen is touched, the user is presented with a landing page where they are then able to select up to 6 aquatic species. The aquatic species that is presented is editable in the Navori interface for the same experience for every display, group of displays or separate displays. Once the user selects a species, they are presented with the species information page. This will correspond to a template within the Navori interface that is user editable for text and graphics. There are 4 other buttons that can be pressed from the main species information page. These are user editable in the Navori interface template for text, graphics and video. When a user touches one of the additional 4 buttons, it brings them to that Button's page. The corresponding template information will be presented to the user. There will always be a home on the bottom right hand corner of the display that will return the user to the main animal page. There will always be a back button on the bottom left hand corner of the display that will return the user to the previous page. If the display has not been touched within 15 seconds, the system will automatically return the user to the attract loop. AVI recommends that the timeout be 20 seconds or higher due to different user's reading ability. The timeout is editable on each device independently for future needs or requests.



TRM-11

Area 7: Aquarium Ecosystems Videos:

Please describe the software, hardware and mechanisms the bidder will use to create the Aquarium Ecosystems Videos:

AVI will provide 4 46" commercial LG displays in portrait mode. Each screen will have its own playlist within the Navori user interface, this playlist will contain a specific template that the administrator can change the video(s) and text at any time. This template will also allow for a scrolling text bar to remain on screen when the video is playing back. Each display will have 1 windows 10 PC player behind the display. Full screen pictures and videos are able to be played without the template while still showing the scrolling text bar.

TRM-12 and TRM-13

Area 8: Fish Activity Station:

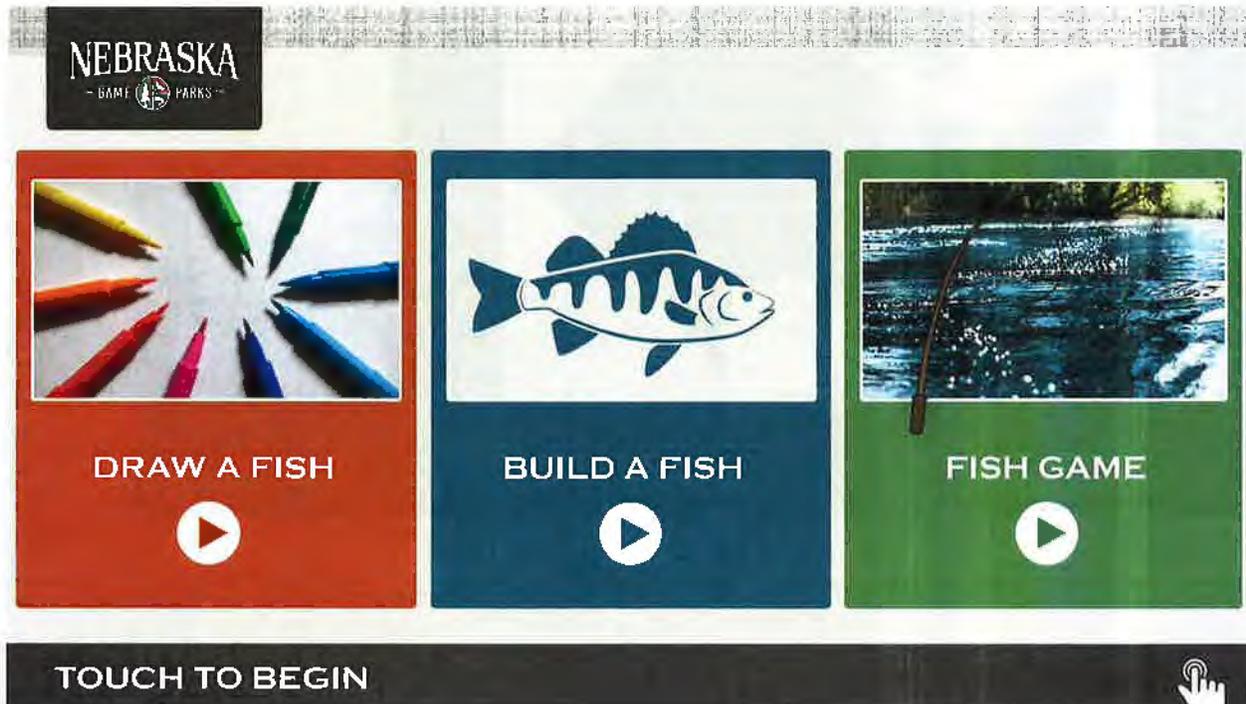
Please describe, in detail, how users will interact and experience the following three features of Area 8: Fish Activity Station. Provide details of what public users will do with each activity, how they will interact with each activity and what features will be provided for the user with each activity:

AVI will provide a single free standing 42" Elo Touch Panel for use inside of a Landscape Orientation Peerless black metal kiosk. This Touch panel is an all in one with a Windows 10 PC unit embedded into the display. This peerless mount adheres to the State of Nebraska's requirements as listed in the Nebraska Technology Access Standards and the Federal ADA Compliance Standards.

The display will have an attract loop the will correspond to a specific playlist within the Navori software. There will be a static transparent text at the bottom of the screen the states "Touch the screen to learn more" this text is user editable within the Navori interface.

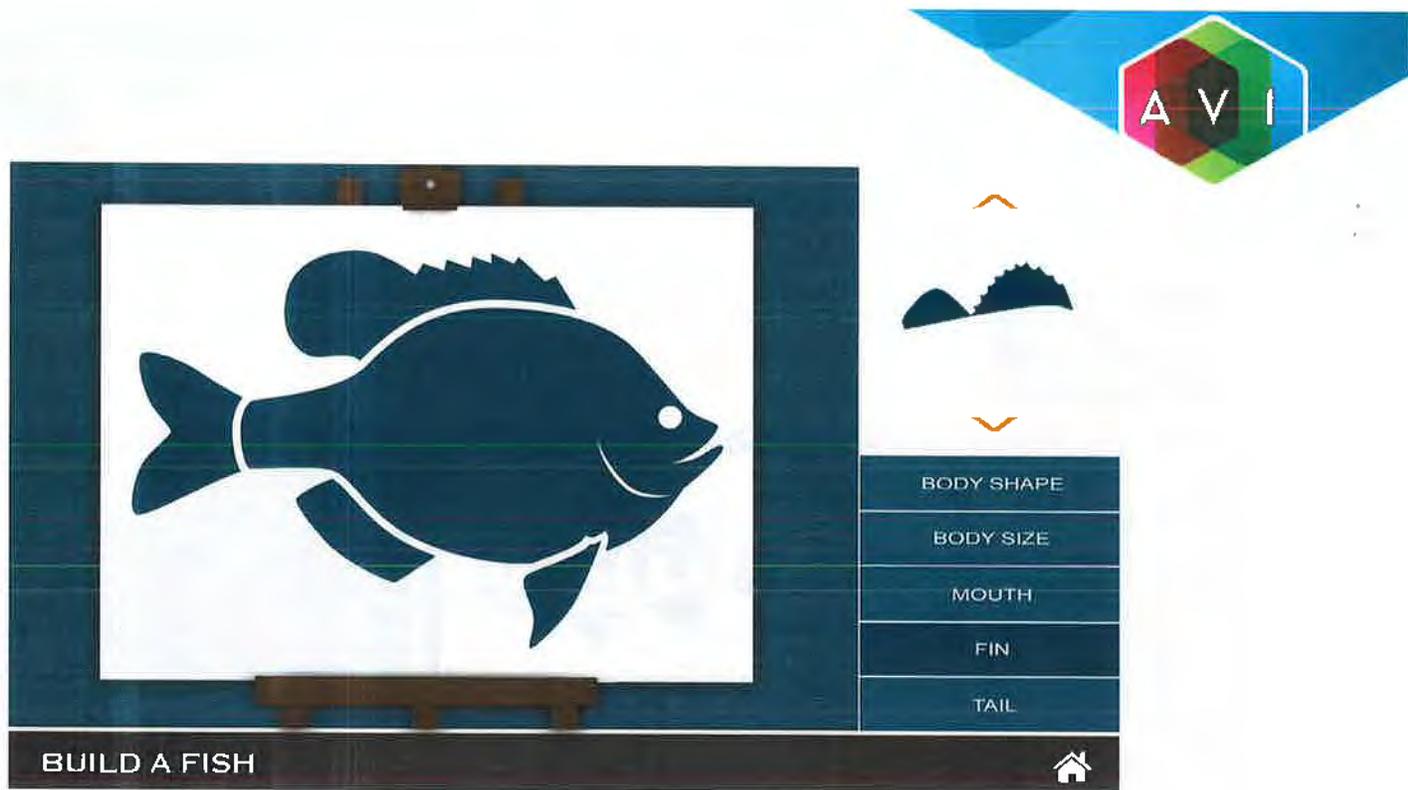


Once the user touches the screen, they are presented with a main page with three buttons that will take the user to one of three activities.



Build A Fish:

The first activity will be labelled "Build a Fish". The user is presented with a canvas to display the fish building progress with 5 buttons on the right-hand side of the screen. The buttons will live on a transparent menu that transitions inward to the right-hand side of the screen leaving only a tab to be shown. Once the tab is touched, the transparent menu will transition into 10% of the screen from the right to left. If the user touched the tab again, it will transition closed from left to right. Each button will correspond to a sub menu that presents at the bottom of the screen transitioning from the right to the left across the entire stretch of the screen but not be above 30% of the bottom to the top of the screen. the sub menu will have controls for the user to swipe left or right or touch the arrows left or right located on the left and right-hand side of the sub menu.



The five buttons on the build a fish menu will correspond to five sub menus to build the fish. Button 1 will be labelled "Body Shape" Button 2 will be labelled "Body Size", Button 3 will be labelled "Mouth", Button 4 will be labelled "Fin" and button 5 will be labelled "Tail". Each species native to the local lakes and rivers will have their respective component loaded into the sub menu for a user to select. Once selected by touching the type of fin or mouth etc., it will populate on the screen in conjunction with any other fish components previously selected. In the middle left hand side of the screen, there will be a button to return the user to the select an activity page.

Draw a Fish:

The second activity will be a draw a fish screen where the user is able to select one of three options for a utensil. A paint brush, a pencil, or a crayon. The utensil's respective writing visuals will be reflected when the user draws on the screen. Each utensil will have up to 10 colors determined by NGPC that the user can use. There will be specific areas for the user to draw into for each section of the fish. As each area is drawn on, the system will recognize that the area has been filled out. After 10 seconds of no drawing, a popup will appear to direct the user to draw the other sections of the fish. Only area's that do not have drawings will be prompted. Though each area will be shown for the user to draw, the canvas will allow the user to write over all of them, in unison, if the user desires.

Once the picture has been completed, the user will have a button on the right-hand side of the screen that states: "Send me my fish" once the user selects this button, a pop-up will appear with a text field to enter the user's email address. AVI will provide a text field below the email area that is editable within the Navori interface. This text field is there to allow NGPC to type whatever they need legally to accept the email address and creative rights to the drawn fish. A summary of that text along with screenshot of the entire display will be emailed to the user and to a specified email address provide by NGPC.

Sample Mockup:



Fish Game:

The third activity will be a fishing video game. When the user selects this activity, it will launch a full screen video game that the user is able to interact with. This can be a branded version any one of the video games located at <http://avigamesdemo.com/>, or a custom video game. An example of a custom game that AVI has provided is described here:

GAME IDEA: A fishing catch and release game where you try to catch all the different types of fish in the pond. There would be black silhouettes of all the available fish at the top that you haven't caught yet. You would need the right combo of rod type, bait, lure and right location to catch the specific fish you wanted. There would be a ranger book icon that tells you information about all the fish and how they are caught so the user can find out how to catch all the fish.

After you catch a new fish the silhouette becomes an image and you can see all the new info about that fish that the guidebook didn't tell you. First you choose your rod/lure/bait, then you swipe to throw to the location you want to fish. You could move your finger around the lure/bobber to make it move. Once there is a fish on the line you would rotate your finger to reel in. You win by catching all the fish. We could also have a boat on the pond from where the line comes from, you could decide where you want your boat to be.

AVI will brand the game to the NGPC branding guidelines and keep the functionality of the game intact. All graphic aspects are able to be adjusted to match NGPC requests. The bottom right hand side of the screen will be a transparent overlay with a button to take the user back to the main activity page. After 45 seconds of non-touch. The system will revert back to displaying the attract loop.

Sample Mockup:





TRM-14

Additional Services:

Describe the bidder's online dashboard system for content updates and changes:

AVI will be providing a Content Management system called Navori for use with this project. The system will allow the user to update static and interactive content by way of the system's template designer feature.

The Navori content management system will allow the custom programming to utilize "Local file referencing" within the player endpoint. This means that the custom programming will allow the Administrator to update content within the Navori dashboard by utilizing the template that corresponds to the specific interactive media they wish to update. Once the Admin has updated the content, the simple Navori interface needs only to be "Published" to update the content. The Navori system will then send the content from the server to the players to playback locally within the HTML interactive experience.

AVI has provided an attachment of the Navori QL Server information for review at the client's leisure. AVI requires an On-Premise version of the Navori QL Server for this system to function.

AVI will configure the Navori dashboard website to be accessible from anyone connected to the NGPC network. This includes connected via VPN. AVI is able to configure the website to be publicly accessible if the client requests, the users will still need to login in order to make any changes.

Some content will not be allowed to be updated from the Navori dashboard due to technical requirements of the interactive experience. Allowing an Admin to update the background video of the mountain biking experience, for example, would mean that all of the programmed curves, obstacles, and other logic components to the game to break with the playback of the video. In these instances, AVI will provide NGPC will a proposal to update these components if a request to change is made. AVI will make every effort to design the system with as much functionality as we can for updating content as feasible by the Navori or programming of the interactive systems.

The Navori interface will allow NGPC staff to monitor the players natively through the monitoring feature. This feature allows the Admin to see if the player is connected to the network, if it is connected but has playback issues, and if it is completely disconnected from the network. The playback reporting feature of the system will allow the NGPC staff to gain insights as to what content has been played back by total time intervals and date. AVI assumes this playback reporting will be sufficient enough to provide the admin with interactive use information. In the event that more detail is requested, AVI is able to provide this reporting as a separate interface. This request will be a change order to the project at a cost to NGPC.

The Navori interface is compatible with most browsers in standard desktop and mobile applications. The Navori interface is most friendly with Chrome or Firefox. Some cell phone browsers may limit the ability for the end user to see the entire dashboard without selecting "request desktop site" from the browser settings on the device.

TRM-15

Training:

Detail the training the bidder will provide to NGPC staff on maintaining hardware and software, updating sign content, and using the online dashboard that is provided at no additional cost to the State:

As part of the AVI support agreement, all day 2+ training for NGPC End Users, Admins, and content uploaders are included throughout the length of the Digital Media Support agreement. As part of the Project, AVI will provide 1 on 1 training to the NPGC's Admin, and any End Users remotely as to how to administer and update content within the Navori dashboard. This training is recorded and then sent to the client via FTP for their own archives for reference. This initial training is outlined below and separated into 2 main sessions:



- Admin (IT and System Owner)
 - To be within 1 week of server deployment
 - User administration
 - Roles, Profiles, workgroups.
 - Player administration
 - Player status and basic diagnostic techniques
 - Server options
 - Email configuration, reporting, Notifications and approval setup.
 - Remote maintenance of players and content review.
- End User and System Owner
 - To be within 1 week of content deployment
 - Upload and schedule content for use on displays

TRM-16

Support

Detail the bidder's 24/7/365 Support:

After careful consideration of the hours of operation of the offices detailed in this agreement, AVI feels the client would be able to reduce cost and receive the same level of support by choosing to utilize a support contract that fits their major operating hours. With this in mind, AVI has detailed a support agreement for 8/7/365. This will allow the user to receive all major digital media related support seven days a week from 8am CST to 5pm CST. All hardware support that requires an AVI technician on site will be the standard M-F 8am CST to 5pm CST. AVI requires the ability to remotely access each PC or tablet via Bomgar, Team Viewer, or assisted screen share with a NPGC IT person in order to provide remote support.

TRM-17

Warranty

Detail the bidder's Warranty Policy:

AVI covers the physical installation of all components included with this RFP for up to 90 days after the final walk through has been completed. All hardware comes with at a least 1-year warranty with most covering up to 3 yrs. AVI has not provided pricing for any extended warranty as it was not specifically requested in the RFP. AVI is able to provide these extended warranties at an additional cost.

As part of AVI's Hardware Systems Support agreement, any issues that arise from a faulty component will be diagnosed, and repaired or replaced including any faulty equipment. This excludes Obsolete Equipment as defined as: Items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer.

As Part of the Digital Media services agreement, AVI will diagnose any issues with content playback or interactive functionality. After Diagnosis, any Software related issues that are not code based will be remedied as it pertains to labor. Hardware issues are covered under the hardware agreement. If a software issue is determined to be the result of a "bug" in the system, AVI will provide Navori or the programming company with a detailed description of the find for reporting and remedy.

Please see below for a detailed explanation of the Hardware and Digital Media support agreements:



1. *DIGITAL SIGNAGE SUPPORT*
2. *DIGITAL SIGNAGE SUPPORT SERVICES TO BE PROVIDED*

Remote Technical Support

- Provides priority service call handling
- Provides remote diagnostics and troubleshooting
 - To best support this contract, remote access is critical
 - Remote connectivity is the responsibility of the Customer
- Toll Free help desk support (7 days a week, 8am – 5pm CST)
- Help Desk phone number: 800-488-4954
- Help Desk email: dmq.helpdesk@avisystems.com
- Qty 37 Players
- Qty 0 RSS Feeds

Equipment Failure Support

- Labor to repair or replace hardware is included. Inclusion of replacement hardware and/or parts is subject to manufacturer warranty.
- AVI Systems Branded Players
 - AVI Systems branded players are covered for up to 3 years from the original purchase date. This includes hardware and labor if under an active service contract.
 - After 3 years, this contract will cover the labor to repair the unit if repairable. All hardware will be sold separately at expense to the Customer. In the event the player cannot be repaired or deemed cost prohibitive, the Customer will be directed to upgrade their hardware to the latest version.
 - Repairs will be executed at AVI Systems depot facilities. This will require that product be shipped to AVI Systems. This can result in downtime during the repair process.
 - Customer is responsible for shipping to AVI Systems. Equipment must be securely packed to prevent damage during transit.
 - AVI Systems will ship the repaired equipment via ground at no charge. Expedited shipment is available upon request at additional charge.
 - Physical damage voids all hardware coverage whether it occurred prior to or during the shipping process.
- Video screens and peripherals are not covered under this Digital Signage Support Service. However, coverage is available under a Systems Support Agreement, where selected.

Software Support

- Customer is required to maintain a software version within 3 versions of the current software version to be in a supported environment. In the event a Customer is not up to a supported version; they may be required to update before moving forward with troubleshooting and diagnostics.
- Includes access to software updates and upgrades.
- Upon request, provide remote assistance with the implementation of software updates and upgrades.
- Changes to custom templates or scripts after initial deployment are not covered. Bug fixes will be addressed based on original system design intent.
- Additional programming to interactive systems as a result of software updates by Navori are not included. If any programming fails to work after a software update, AVI will provide the client with a proposal to update the programming with the new system updates.
- Graphic design and creative content are not covered under support.

Training

- Unlimited NGPC End User and Administrator Training is included as part of this agreement.

Coverage Dates – Unless otherwise stated, the service coverage start date for Digital Signage Support Services for new digital signage equipment will be the shipped date from the manufacturer and coverage will extend for the duration of time specified by the corresponding line item description found in the Product and Services Detail section of this Agreement. The start date for Digital Signage Support Services purchased to cover existing equipment are established by the manufacturer and the coverage will extend for the duration specified by the corresponding line item description found in the Product and Services Detail section of this Agreement.



3. *TERMS & CONDITIONS FOR SERVICES*

The below Terms & Conditions apply to the RSS services sold by AVI Systems with the Manufacturer of AVI DMG on the proposal.

1. LICENSED CONTENT

In addition to any other rights under the Agreement, AVI Systems, Inc. ("AVI Systems") grants Customer, during the term of this Agreement and subject to the terms and conditions of this Agreement, a license to use syndicated media and/or data provided by AVI Systems (the "Service") on Customer's network of public digital signage displays (the "Network"). All information offered to Customer is the sole and exclusive property of AVI Systems or its content partners. Customer agrees that it will not sell or make items from the Service available to any other entity or make the Service publicly available via the world wide web.

Customer shall not use or permit the use of material from AVI Systems in any way that compromises the integrity thereof or which infringes any copyrights or other intellectual property rights, contracts or proprietary interests, or cause the material to be displayed on any other medium other than public digital displays.

2. WARRANTIES AND DISCLAIMERS

AVI Systems warrants that it is licensed to grant a license to use the content delivered by the Service as set forth herein. AVI Systems warrants that to the best of its knowledge, Customer's use of the Service in accordance with this agreement will not infringe upon any copyright or other intellectual property right of AVI Systems or any third party.

The Parties acknowledge that in normal industry practice, errors occur and AVI Systems makes no representations and warranties as to the sequence, completeness, accuracy and/or reliability of the Service. AVI Systems, subject to the fundamental obligation to give impartial material worthy of confidence, will make its best efforts not to contravene any laws (including, but not limited to the law of defamation) or regulations in any country in which AVI Systems distributes the Service.

IN NO EVENT SHALL AVI SYSTEMS OR ITS CONTENT PARTNERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, ARISING FROM ANY ACT OR FAILURE TO ACT BY AVI SYSTEMS OR ITS CONTENT PARTNERS WHETHER OR NOT IT HAD ANY KNOWLEDGE ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED, NOR SHALL THEY BE LIABLE FOR DAMAGES CAUSED BY ANY FAILURE OF PERFORMANCE, MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINES FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO OR USE OF MATERIAL FROM AVI Systems.

3. SURVIVAL

The rights and obligations of User, AVI Systems, and its content partners under the foregoing paragraphs will continue notwithstanding any termination of this Agreement.

4. ARCHIVE RIGHTS

All archive rights between AVI Systems and Customer terminate upon termination of this Agreement. At that time, Customer must delete all material received from AVI Systems within ten (10) business days from all on and offline storage.

RSS Services Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

4. *DIGITAL SIGNAGE SUPPORT DEFINITIONS*

Priority Service – Means all work under AVI Systems support agreements with Customers is scheduled ahead of any other on-demand work.

Remote Diagnostics – Means a service whereby remote calls made to communications and terminal equipment via Customer provided analog line or IP connection to determine network and/or board-level failures and remedies. Only available where equipment is capable and configured by AVI Systems to provide same.

Equipment Failure Support – Support services provided under this agreement are limited to specific digital signage equipment specified in the above equipment list unless otherwise noted. Non-covered items could include flat panel displays, control systems, external speakers, document cameras, etc.

Digital Signage Equipment – Includes the player (a device or computer program capable of encoding and/or decoding a digital data stream or signal) as well as any related infrastructure, as listed in the related product detail line.



Software Updates & Upgrades – Defined as software updates provide maintenance revisions which correct software errors, and, software upgrades provide releases which offer major feature and functional capabilities. Software and features which require additional licensing are not included under this Agreement.

5. *SYSTEM SUPPORT*

6. *SYSTEM HARDWARE SUPPORT SERVICES TO BE PROVIDED*

System Recertification

- Provides services to perform two on-site scheduled recertification sessions per year using AVI Systems' "System Recertification Checklist and Record". Tentative month of 1st Recert visit: January. Tentative month of 2nd Recert visit: July.

Training

- Provides unlimited on-site operator training to assure any new and/or existing system users understand the system functionality.

Asset Tracking

- Provides informational management of the system's individual electronic components
- Provides reporting of description, model, serial numbers, in-service dates, and physical location

Systems Support

- Provides Priority Support by phone (within 2 business hour response time on 5x9 basis)
- Provides Priority Support onsite (within 8 business hour response time on a 5x9 basis, Mon – Fri / 8am – 5pm local time) to perform troubleshooting to localize and diagnose faults where the onsite location is within 60 miles of an AVI Systems Service Center
- Provides repair or replacement of faulty equipment - excluding Obsolete Equipment (defined below)
- Provides materials and repair parts - excluding Consumables (defined below)
- Provides Software Updates
- Provides Loaner Equipment including table top projectors and flat screen monitors under 50"
- Provides for recycling of equipment covered in a system or consumables with no additional fees
- Includes coverage for shipping to/from manufacturer for equipment sent to for warranty diagnosis, repair or exchange

7. *SYSTEM SUPPORT DEFINITIONS*

System – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables and Obsolete Equipment.

Priority Support – Means all work under AVI Systems support agreements with Customers is scheduled ahead of any other on-demand work and will be provided within 2 hour or 8 hour response times as indicated within the Agreement.

Recertification – Means AVI Systems personnel performing the necessary cleaning, adjustments, functional tests, and replacement of parts to keep the equipment in good and efficient operating condition. Any repairs or operating instructions will be done at this time.

Remote Diagnostics – Means a service whereby remote calls made to communications and terminal equipment via Customer provided analog line or IP connection to determine network and/or board-level failures and remedies. Only available where equipment is capable and configured by AVI Systems to provide same.

Consumables – Means parts such as recording media, batteries, projection lamps and diskettes. Consumables are parts that are not included under this Agreement.

Obsolete Equipment – Defined as items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.



Loaner Equipment – Defined as table top LCD projectors and flat screen monitors under 50". Table top projectors are not integrated into a system. Flat screen monitors will be installed onto a wall if reasonably possible.

Software Updates – Defined as revisions of existing software which provide maintenance to correct software errors and are provided at no charge by the manufacturer. Software and features which require additional licensing are not included under this Agreement.

8. *SYSTEM SUPPORT TERMS*

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of substantial completion or System Support Agreement invoice date; whichever is applicable. Coverage will extend for the duration specified by the corresponding line item description found in the Product and Services Detail section of this Agreement. AVI Systems reserves the right to withhold services until the invoice is paid in full.

Exclusions – For situations where AVI Systems is providing service or support under this Agreement, no cost service, maintenance or repair shall not apply to the Equipment if any person other than an AVI Systems technician or other person authorized by AVI Systems, without AVI Systems prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance or repair shall not apply if AVI Systems determines, in its sole discretion, that the problems with the Equipment were caused by (a) Customer's negligence; or (b) theft, abuse, fire, flood, wind, lightning, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning and humidity control.

Systems Support Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

E. Detailed Project Work Plan

These items have been extensively detailed in the attachment A subsections

F. Deliverables and Due Dates

The deliverable items have been extensively detailed in the attachment A subsection. Contract milestones are entirely contingent upon final award dates, preliminary content approval dates, construction dates, etc. and as such are TBD at this time with a defined start date no earlier than September 4, 2018 and final drop date of no later than December 15, 2018.