

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between MTG Management Consultants, LLC, hereinafter referred to as “the Contractor,” and the County of Lancaster, Nebraska, hereinafter referred to as “the County.” Collectively the County and the Contractor may be referred to as “Parties,” and individually each may be referred to as a “Party.”

WHEREAS, the County desires to utilize the services of the Contractor for the purpose of evaluating and providing reports/data as required for the City of Lincoln/Lancaster County Criminal Justice Information Services (CJIS) system according to the proposal and other documentation received as part of RFP No. 5853;

WHEREAS, the Contractor is qualified with the necessary skills, expertise, and experience to meet those needs; and

WHEREAS, the County and the Contractor desire to set forth their understanding in writing;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the Parties as follows:

1) Term: The Term of this Agreement shall be from the date of execution of this Agreement by both Parties through September 21, 2018, the Contractor’s anticipated date of completion of the services described in the Scope of Work (Exhibit 1), the Proposed Project Plan (Exhibit 2), and Contractor’s Proposal (Exhibit 3). All documents associated with this Agreement are attached hereto and are hereby incorporated by this reference.

2) Purpose: The purpose of this Agreement is to evaluate and provide reports/data as required for the City of Lincoln/Lancaster County Criminal Justice Information Services (CJIS) system according to the proposal and other documentation received as part of RFP No. 5853 (Exhibit 4).

3) Scope of Work: The Contractor shall perform the work required under this Agreement as detailed in Exhibits 1, 2, and 3.

4) Compensation:

A. In exchange for Contractor’s performing the Standard Services described in Section 3 of this Agreement, the Contractor shall invoice the County at the hourly rates described in Exhibit 1, in an amount not to exceed \$54,245.00.

In the event that County requests additional services outside the scope of the services described in Section 3 of this Agreement, Contractor shall invoice County

at the hourly rates described in Exhibit 1.

B. Upon completion and approval of the documents from Phase 1 and 2, the Contractor shall provide County a detailed invoice for services actually performed in an amount to not exceed 33% for each phase. Subject to County's verification that the invoiced services have been performed, County shall pay Contractor up to 33% of the total cost of the project within thirty (30) days of receipt of the invoice for Phase 1, and within thirty (30) days of receipt of the invoice for Phase 2. Final payment of the remaining 33% shall be made upon completion of Phase 1 and 2 and approval of the final report and receipt of an invoice for the remaining amount.

C. The County shall not be responsible for the direct payment of any wages, insurance or fringe benefits, including, but not limited to, vacation, overtime, retirement benefits, workers' compensation insurance, and unemployment insurance. The County shall not be responsible for compensating Contractor for any instruction not actually provided, or for any additional Contractor expenses whatsoever.

5) Independent Contractor: It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary or wages from the other Party or to any benefits made to their employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave, or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local, and any other payroll taxes with respect to its employees' compensation.

6) Assignment: Contractor shall not assign their duties and responsibilities under this Agreement without the express written permission of the County. Any assignment without the express written permission of the County shall be absolutely void.

7) Hold Harmless: Contractor shall indemnify and hold harmless the County, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of this Agreement that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by the Contractor, its employees, agents, or representatives, either directly or indirectly employed by them. This Section 8 will not require Contractor to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the negligence of the County.

8) Severability: If any portion of the Agreement is held invalid, the remainder hereof shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.

9) Equal Employment Opportunity: In connection with the carrying out of the activities provided herein, the Contractor shall not discriminate against an employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, marital status, or receipt of public assistance, or any other basis prohibited by applicable state or federal law.

10) Termination: This Agreement may be terminated at any time by either Party giving fifteen (15) days written notice. Should the Contractor breach this Agreement, the County will notify the Contractor of the breach in writing and the Contractor will have ten (10) days to cure. If the breach is not cured within ten (10) days, the County may, at its discretion, terminate the Agreement immediately upon written notice to the Contractor. Contractor will be entitled to reimbursement for services actually performed and reimbursable expenses actually incurred under this Agreement prior to the date of termination.

If this Agreement is terminated, all finished or unfinished documents or materials which were specially-prepared or obtained for the County pursuant to this Agreement, all exam results, rankings, and other promotion related results, shall be turned over to the County immediately; provided, however, that upon the mutual agreement of the Parties that any documents or materials, except those listed above, produced from the Contractor's inventory of testing documents or materials which, if turned over to the County, potentially could compromise the integrity and use of such documents and materials for future hiring and/or promotional processes by the Contractor or its heirs and assigns for the benefit of the County and/or other consulting clients of the Contractor, such documents or materials may be retained by the Contractor. No documents or results shall be given directly to individual County employees going through the exam process, all documents and information provided upon termination shall be sent pursuant to Section 15.

11) Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska.

12) Insurance: County Insurance Requirements attached as Exhibit 5 and are hereby incorporated by this reference.

13) During the term of this Agreement, the Contractor shall perform all services in accordance with the established and applicable standards and in accordance with applicable state and local laws.

14) All notices, request for services, or other communications provided under this Agreement shall be in writing and shall be given to the Lancaster County/City of Lincoln Information Services Director or the Contractor at the address set forth below or such other address as either may specify hereafter in writing:

County:  
County/City Information Services  
Steve Henderson  
233 So. 10<sup>th</sup> Street  
Lincoln, NE 68508

Contractor:  
MTG Management Consultants  
Robert Kaelin  
810 Third Avenue, Suite 600  
Seattle, WA 98104-1645

Such notice or other communication may be mailed by United States Certified mail, return receipt requested postage prepaid and may be deposited in a United States Post Office Box or a depository for the receipt of mail regularly maintained by the Post Office. Such notices or communication may also be delivered by hand. For the purpose of the Agreement, all notices will be deemed to have been given upon the date of the personal delivery or three days after having been deposited in the United States Post office as proved above.

15) Entire Agreement: The Parties hereby agree that this Agreement constitutes the entire understanding of the Parties and supersedes all prior Contracts, agreements and negotiations between the Parties whether verbal or written. To the extent any provisions of this Agreement conflict with the provisions of any of the attachments to this Agreement, the provisions of this Agreement shall prevail.

16) Forbearance Not Waiver: County's failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of County's rights.

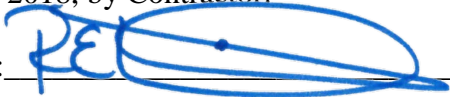
17) Third Party Rights: This Agreement is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties to this Agreement. County shall not be obligated or liable hereunder to any person, , whether an individual or an entity, other than Contractor.

18) E-Verify: In accordance with Neb. Rev. Stat. § 4-108 through § 4-114, Contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise 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 a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C. § 1324b. Contractor shall require any subcontractor to comply with the provisions of this section.

[SIGNATURE PAGE FOLLOWS]



EXECUTED this 6th day of July, 2018, by Contractor.

BY: 

NAME: Robert E. Kaelin

TITLE: Senior Partner, COO, and CFO

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Lancaster County, Nebraska.

BY: LANCASTER COUNTY BOARD OF  
COUNTY COMMISSIONERS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Deputy County Attorney for  
PAT CONDON, County Attorney



**MTG Management Consultants, LLC**

810 Third Avenue, Suite 600  
Seattle, Washington 98104-1645  
206.442.5010 206.442.5011 fax  
www.mtgmc.com

June 20, 2018

Mr. Robert Walla, CPPB  
City of Lincoln/Lancaster County Purchasing Agent  
440 South 8th Street, Suite 200  
Lincoln, Nebraska 68508

Dear Mr. Walla:

MTG Management Consultants, LLC, is pleased to submit our detailed scope of work, fee schedule (based on the proposal), and project schedule for the CJIS Consultant project as requested in your June 19, 2018 e-mail. Our proposed work effort remains a total of \$54,245 and is detailed in the fee schedule section. Our scope of work and project schedule are presented below.

**A. Understanding of the Project**

CJIS is an important criminal justice information repository that obtains most of its new information from the Lincoln Police Department, the Lancaster County Sheriff's Office, and the Lancaster County Department of Corrections. This information is made available to at least 14 additional agencies for improving public safety. Although CJIS has evolved over 39 years, it serves the user community very well today. Concerns over aging technology and available support personnel suggest that a study is needed to examine alternatives to meet future CJIS agency information needs.

**B. Scope of Work**

MTG proposes the three phases discussed under the next subsection, Work Plan, for our scope of work. The proposed steps represent a path of collecting, analyzing, and confirming information, and then organizing and presenting it in a useful format that meets the city/county's needs. The preliminary and final reports will be produced incrementally with the direct participation of stakeholders. MTG will use its in-house professional document production specialists to edit and produce the deliverables.

**1. Work Plan**

We proposed a progressive approach to the assessment that includes 3 phases and 18 tasks, as outlined below.

### **PHASE 1 – ASSESS CURRENT CJIS ENVIRONMENT**

We will begin the project by gathering and studying project and CJIS materials regarding current status and capabilities, as well as all information about current systems.

We will focus on the CJIS operational elements and known system material, but we will also solicit other pertinent materials, such as system implementation, configuration, policies, procedures, process flows, and interagency agreements that are relevant to CJIS and information exchanges. This information will help us to focus our reviews of the current business environment, technical environment, and integration capabilities.

MTG will prepare our assessment from current CJIS analysis and information collected in Phase I. Since MTG has no stake in the outcome of the CJIS review, this will be an objective review based on the information collected and extensive experience in justice and public safety integration.

We will also schedule and facilitate group workshops to collect CJIS usage information, priorities, and future information needs. Specific Phase 1 tasks are described below.

- Task 1.1 – Collect Current Business Process Information
- Task 1.2 – Identify Key Stakeholders
- Task 1.3 – Assess Current Business Processes
- Task 1.4 – Collect Current CJIS Architecture Information
- Task 1.5 – Collect Current CJIS Data Dictionary
- Task 1.6 – Collect Current CJIS Data History Profile
- Task 1.7 – Elicit CJIS Problems and Opportunities
- Task 1.8 – Elicit Critical CJIS Information Needs
- Task 1.9 – Publish Draft CJIS Assessment and Needs Report
- Task 1.10 – Review CJIS Assessment and Needs Report

#### ***Phase 1 Deliverable: Draft CJIS Assessment and Needs Report***

We will summarize the findings in the CJIS Assessment and Needs Report so that it can be presented to the CJIS team. Key elements of the review session will be:

- Assessment results.
- Priorities.
- Staff capabilities and capacity.
- Available services (business and technical).
- Integration needs and options.

During the session MTG will collect the feedback necessary to update any issues within the report.

### **PHASE 2 – PREPARE PRELIMINARY CJIS ASSESSMENT REPORT**

The second project phase involves completing a current market survey of criminal justice information systems and related technologies, creating a cost estimate, and preparing a preliminary report. MTG will draw upon our vast internal knowledge of CJIS solutions across the county and available market data to survey for a potential replacement CJIS solution. This phase will begin in the middle of Phase 1 and will run concurrently to allow ample time to obtain CJIS market information. Specific Phase 2 tasks are described below.

- Task 2.1 – Collect COTS CJIS Market Information
- Task 2.2 – Draft Preliminary CJIS Assessment Report
- Task 2.3 – Review Preliminary CJIS Assessment Report
- Task 2.4 – Publish Preliminary CJIS Assessment Report

#### ***Phase 2 Deliverable: Preliminary CJIS Assessment Report***

Phase 2 activities include creating a budgetary cost estimate for the CJIS effort. MTG usually provides a cost range during planning efforts, with specific information that impacts where the city/county will fall on the range given various strategic decisions. The preliminary report will be reviewed by sections at key progress intervals during development.

### **PHASE 3 – PREPARE FINAL CJIS ASSESSMENT REPORT**

The third and final phase will produce the final report after intensive stakeholder reviews, revisions, professional MTG editing, and formal approval. Specific Phase 3 tasks are described below.

- Task 3.1 – Review Preliminary CJIS Report with Stakeholders
- Task 3.2 – Make Recommended Changes to CJIS Assessment Report



- Task 3.3 – Attain Approval of Final CJIS Assessment Report
- Task 3.4 – Publish Final CJIS Assessment Report

**Phase 3 Deliverable: Final CJIS Assessment Report**

MTG will create the final report and a separate executive summary based on feedback and input from the CJIS team. During this step, all information presented in the review session will be aggregated into a concise, useable format for the project stakeholders' review. The executive summary will be created for use by the city/county to summarize and share the information about the CJIS replacement effort and costs to diverse audiences.

\* \* \* \* \*

We believe the steps in these three phases will result in the findings and recommendations necessary to understand the current CJIS and provide the assessment for the City of Lincoln/Lancaster County.

**C. Schedule**

Based on a start date of July 9, 2018, the following schedule allows MTG and the county to complete the project by September 21, 2018.

Phase/Deliverable	Date
Assess Current CJIS Environment	7/9 to 8/17
<b>Deliverable: Draft CJIS Assessment and Needs Report</b>	<b>8/10</b>
Prepare Preliminary CJIS Assessment Report	7/16 to 8/31
<b>Deliverable: Preliminary CJIS Assessment Report</b>	<b>8/31</b>
Prepare Final CJIS Assessment Report	9/3 to 9/21
<b>Deliverable: Final CJIS Assessment Report</b>	<b>9/21</b>

A detailed Gantt chart is attached as EXHIBIT I.

**D. Fee Schedule**

The cost to complete the project will be \$54,245. This amount includes travel-related expenses, is fixed, and is not subject to an hourly rate. The fixed cost for each deliverable is shown in the table below.

Task	Kaelin		Ward		CPC		Total
	Hrs	Cost	Hrs	Cost	Hrs	Cost	
<b>Phase 1 – Assess Current CJIS Environment</b>							
1.1 Collect Current Business Process Information	4	\$1,353	24	\$5,904			
1.2 Identify Key Stakeholders		-	4	984			
1.3 Assess Current Business Processes	4	1,353	8	1,968			
1.4 Collect Current CJIS Architecture		-	2	492			
1.5 Collect Current CJIS Data Dictionary			2				
1.6 Collect Current CJIS Data History Profile			2				
1.7 Elicit CJIS Problems and Opportunities	4	1,353	12	2,952			
1.8 Elicit Critical CJIS Information Needs		-	16	3,936			
1.9 Publish Draft CJIS Assessment and Needs Report <b>[DELIVERABLE]</b>	2	677	18	4,428	8	\$738	
1.10 Review CJIS Assessment and Needs Report	2	677	12	2,952			
<b>Phase 1 Subtotal</b>	<b>16</b>	<b>\$5,413</b>	<b>100</b>	<b>\$23,616</b>	<b>8</b>	<b>\$738</b>	<b>\$29,767</b>
<b>Phase 2 – Prepare Preliminary CJIS Assessment Report</b>							
2.1 Collect COTS CJIS Market Information	6	\$2,030	8	\$1,968			
2.2 Draft Preliminary CJIS Assessment Report			8	1,968			
2.3 Review Preliminary CJIS Assessment Report	4	1,353	12	2,952			
2.4 Publish Preliminary CJIS Assessment Report <b>[DELIVERABLE]</b>	4	1,353	12	2,952	8	\$738	
<b>Phase 2 Subtotal</b>	<b>14</b>	<b>\$4,736</b>	<b>40</b>	<b>\$9,840</b>	<b>8</b>	<b>\$738</b>	<b>\$15,314</b>
<b>Phase 3 – Prepare Final CJIS Assessment Report</b>							
3.1 Review Preliminary CJIS Report with Stakeholders	4	\$1,353	8	\$1,968			
3.2 Make Recommended Changes to CJIS Assessment Report			8	\$1,968			

Task	Kaelin		Ward		CPC		Total
	Hrs	Cost	Hrs	Cost	Hrs	Cost	
3.3 Attain Approval of Final CJIS Assessment Report			4				
3.4 Publish Final CJIS Assessment Report [DELIVERABLE]	4	\$1,353	8	\$1,968	6	\$554	
<b>Phase 3 Subtotal</b>	<b>8</b>	<b>\$2,706</b>	<b>28</b>	<b>\$5,904</b>	<b>6</b>	<b>\$554</b>	<b>\$9,164</b>
<b>PROJECT TOTAL</b>	<b>38</b>	<b>\$12,855</b>	<b>168</b>	<b>\$39,360</b>	<b>22</b>	<b>\$2,030</b>	<b>\$54,245</b>

As shown above there are three deliverables upon which MTG will invoice the City of Lincoln/Lancaster County. The total amount for each phase will be invoice upon delivery of the document. The payment schedule is shown in the table below.

Deliverable	Cost
1.9 Publish Draft CJIS Assessment and Needs Report	\$29,767
2.4 Publish Preliminary CJIS Assessment Report	15,314
3.4 Publish Final CJIS Assessment Report	<u>9,164</u>
<b>Total</b>	<b>\$54,245</b>

Invoices are payable within 15 days of receipt.

### 1. CPC/Deliverable Production

As noted in the proposal, MTG's deliverables are processed through our Content Production Center (CPC), which includes professional editors, graphic designers, and content production staff. CPC's main function is to maintain our firm standards for document quality. Our proposed support staff costs and expenses assume that all project work products will be developed using MTG's internal documentation standards and formats. Any requested deviation from this assumption will require renegotiating this component of our proposal.

### 2. Additional Work

MTG does not believe that any additional tasks will be necessary to complete the project or develop the plan beyond those tasks outlined above. However, should the City of Lincoln/Lancaster County determine that additional tasks are necessary, we will extend our current rates through the entire



2018 and 2019 calendar years. The entire range of MTG rates is presented below, should the City of Lincoln/Lancaster County desire additional services.

2018 MTG Hourly (Loaded) Billing Rates	
Senior Partner	\$338.25
Partner	\$307.50
Senior Manager	\$275.75
Manager	\$246.00
Senior Consultant	\$215.25
Consultant	\$184.50
Content Production Center	\$92.25

Our professional fees for additional effort will be determined by the actual additional hours worked on the engagement at our standard hourly rates. Project-related expenses are included in these rates.

**E. Summary**

Our proposed work will be based on our knowledge and experience with both integrated justice and the public safety market. We appreciate the city and county decision to select MTG; we will get the job done.

Very truly yours,

MTG MANAGEMENT CONSULTANTS, LLC



Robert E. Kaelin  
Senior Partner

REK/cm/6372.000/306315

Enclosure





# City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Purchasing Agent	Contact
Phone	1 (402) 441-8309 x			
Fax	1 (402) 441-6513 x			
Bid Number	5853 Addendum 1	Department		Department
Title	Consultant Services – CJIS Evaluation – City of Lincoln and Lancaster County	Building	Suite 200	Building
		Floor/Room		Floor/Room
Bid Type	Quote	Telephone	1 (402) 441-8309 x	Telephone
Issue Date	4/20/2018 05:10 PM (CT)	Fax	1 (402) 441-6513 x	Fax
Close Date	5/9/2018 12:00:00 PM (CT)	Email	rwalla@lincoln.ne.gov	Email

## Supplier Information

Company	MTG Management Consultants, LLC (Management Technology Group, LLC)
Address	810 Third Avenue Suite 600 Seattle, WA 98104
Contact	Joseph Wheeler
Department	
Building	
Floor/Room	
Telephone	(206) 442-5010
Fax	(206) 442-5011
Email	proposals@mtgmc.com
Submitted	5/8/2018 05:33:30 PM (CT)
Total	\$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Robert E. Kaelin

Email rek@mtgmc.com

## Supplier Notes

Hardcopy proposals scheduled for delivery by 08:30 am Wednesday, 9 May, 2018.

## Bid Notes

There were no responses to 18-079. Therefore, this quote is being issued as a follow-up using the same requirements without the formal notice and a shorter response period..

## Bid Activities

## Bid Messages

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**Bid Attributes**

Please review the following and respond where necessary

#	Name	Note	Response
1	RFP	I acknowledge reading, understanding and agree to the "Request for Proposal" document content and requirements.	Yes
2	Insurance Requirements and Endorsements	<p>Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid Attachments including the submission of the Certificate of ACORD and the applicable endorsements.</p> <p>Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.</p> <p>Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.</p>	Yes
3	Purchase Order, Contract and Delivery Contact	<p>The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services.</p> <p>Please list the name, email address and phone number of the person who will be the contact person for the contract to be awarded.</p>	rek@mtgmc.com
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Contact	Name of person submitting this bid:	rek@mtgmc.com
6	Electronic Signature	Please check here for your electronic signature.	Yes
7	U.S. Citizenship Attestation	<p>Is your company legally considered an Individual or Sole Proprietor: YES or NO</p> <p>As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: <a href="http://www.sos.ne.gov/business/notary/citizenforminfo.html">http://www.sos.ne.gov/business/notary/citizenforminfo.html</a></p> <p>All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.</p> <p>If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.</p>	rek@mtgmc.com

8 Agreement to Addendum No. 1

Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information. Yes

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## Line Items

#	Qty	UOM	Description	Response
1	1	EA	This is to notify you that RFP Quote 5853 for CJIS Consulting Service for Lancaster County is available. Please prepare your written response and return your proposals as instructed in the RFP according to the specifications. Respond to the Attribute section (above) of this electronic bid and submit before the closing date and time. Also, you are required to enter a 0 for your response in this line item. If you have any questions, call 402-441-8103.	\$0.00

Item Notes:

Supplier Notes:

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Response Total: \$0.00

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**MTG Management Consultants, LLC**

810 Third Avenue, Suite 600  
Seattle, Washington 98104-1645  
206.442.5010 206.442.5011 fax  
www.mtgmc.com

May 9, 2018

Mr. Robert Walla  
City of Lincoln Purchasing Agent  
440 South 8th Street, Suite 200  
Lincoln, Nebraska 68508

Dear Mr. Walla:

MTG Management Consultants, LLC, is pleased to present this proposal in response to the Request for Proposals (RFP) for Criminal Justice Information System (CJIS) Consulting Services for the City of Lincoln and Lancaster County. We have carefully read the RFP and believe that we have a thorough understanding of the project and its objectives and importance. Our proposal illustrates our firm's ability and desire to complete this project successfully for the city and county. We understand that the City of Lincoln and Lancaster County are seeking a consultant that has in-depth knowledge and expertise in CJISs. MTG is uniquely qualified to perform this role. The attached proposal documents our firm's extensive experience in similar engagements and presents the qualifications of our proposed CJIS project team. Highlights of our company qualifications include the following:

- ***Our firm is a national leader in providing IT needs assessment and planning.*** MTG has assisted numerous state and local jurisdictions in assessing organizational, business process, and technology needs. Our team has extensive experience in conducting assessments; documenting, analyzing, and benchmarking technology; evaluating staff workloads and capabilities; and assessing technology organizations. We have provided these services to agencies in all regions of the United States.
- ***We have proven and structured methods, techniques, and tools that add value for our clients and their projects.*** Our firm has developed structured methods that improve a project's success. In addition, we have created a number of analysis and documentation techniques and tools that aid in the development of work products. Our comprehensive technology assessment tool provides us with the ability to systematically evaluate all facets of an organization's operation.
- ***MTG has an unsurpassed reputation in providing high-quality, independent consulting services to government clients across the country.*** Our firm has been in existence for more than 40 years and has successfully completed over 800 engagements for nearly 300 public sector agencies. We have established a reputation for providing straightforward, no-nonsense advice to clients that is based on factual data collection and analysis. We have steadfastly maintained our independence over the years to provide our clients with objective solutions built upon our knowledge and experience.

Our proposal will be valid for a period of 90 days, after which we may not be able to guarantee the availability of key proposed resources.

I will be the primary contact throughout the proposal evaluation process. As a senior partner at MTG and leader of its public safety practice, I am authorized to make binding commitments on behalf of the firm. My contact information is as follows:



Mr. Robert Walla  
May 9, 2018  
Page 2

Robert E. Kaelin, Senior Partner and Chief Operations Officer  
MTG Management Consultants, LLC  
810 Third Avenue, Suite 600  
Seattle, Washington 98104-1645  
206-442-5010  
206-442-5011 (fax)  
*rkaelin@mtgmc.com*

\* \* \* \* \*

We are nationally recognized integrated justice experts. MTG looks forward to the opportunity to work with the City of Lincoln and Lancaster County on this critical project. If you have any questions regarding our proposal or our approach to this engagement, please do not hesitate to contact us.

Very truly yours,

MTG MANAGEMENT CONSULTANTS, LLC

A handwritten signature in black ink, appearing to read 'R. Kaelin', written over a horizontal line.

Robert E. Kaelin  
Senior Partner and Chief Operations Officer

REK/cm/0757.400/306242

Enclosure



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**City of Lincoln/Lancaster County**

**RFP 18-079 – CJIS Consultant**

**RFP Quote 5853**

**Proposal for  
Criminal Justice Information System Consultant Services**

**May 9, 2018**



## EXECUTIVE SUMMARY

The City of Lincoln and Lancaster County are seeking consulting assistance to conduct a full review of the criminal justice information system (CJIS), its current usage, and its potential for future upgrades or replacement. The city and county recognize that the records management system (RMS) currently in use is outdated and must be replaced or upgraded. MTG Management Consultants, LLC, will serve as a management and technology partner to the City of Lincoln and Lancaster County during this engagement.

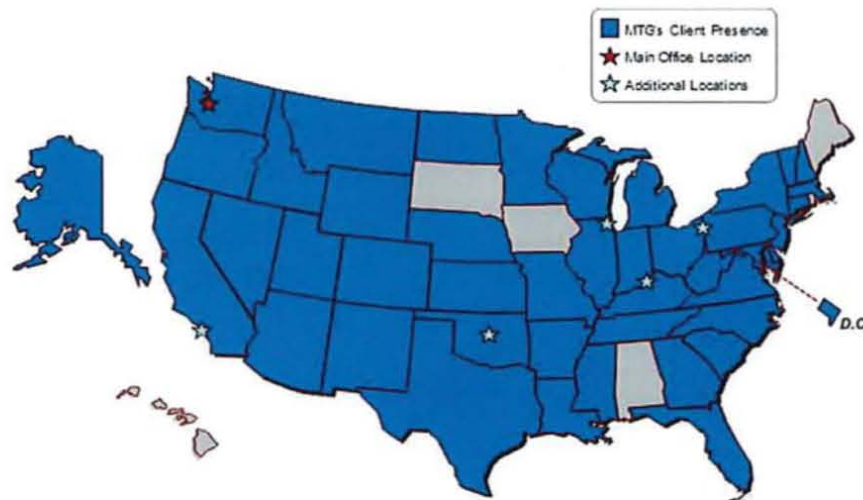
MTG has national experience in helping justice and public safety communities deliver on the promise of initiatives such as the one being considered by the City of Lincoln and Lancaster County. MTG is deeply committed to its clients and to seeing that no public safety community, client or not, fails in such efforts.

Our proposal assumes a 90-day project to complete the final CJIS report. Our proposal also provides insights into how MTG's qualifications and the expertise of our proposed staff meet or exceed the requirements of the initiative. We strongly encourage the City of Lincoln and Lancaster County to contact our references and have in-depth discussions about MTG and the value we bring to our customers.

MTG proposes a partnership with the City of Lincoln and Lancaster County, to which we bring knowledge of industry standards, recent project experience, and expertise not readily available to the city and county. The city and county will be called on to provide information and access to resources. Our interests are clearly aligned with those of the city and county. Together we can begin to transform the public safety information technology of the City of Lincoln and Lancaster County and make a profound difference in the lives of the people they serve.

### A. MTG Company Profile

MTG is a national limited liability, independent management consulting firm based in Seattle, Washington, with operating locations in California, Kentucky, Illinois, Ohio, and Oklahoma. Over the past 40-plus years, we have completed more than 800 public sector projects in 44 states, involving nearly 300 different agencies.



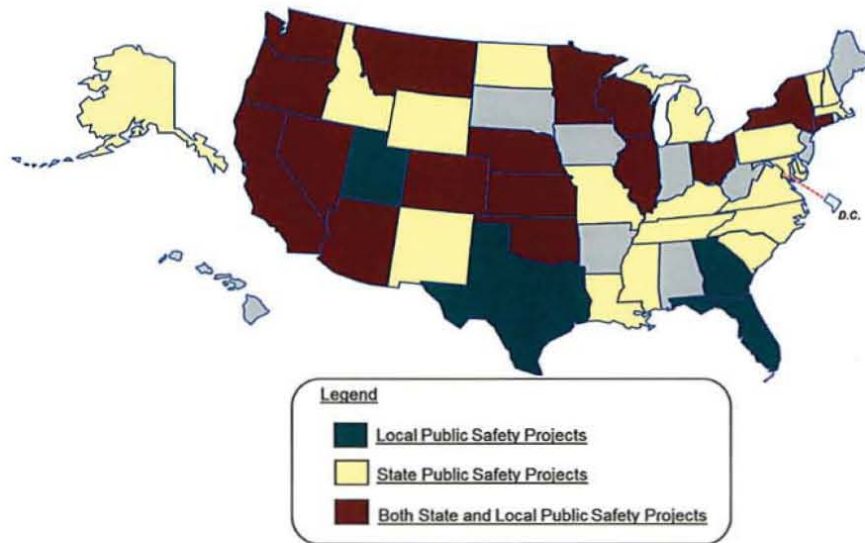
MTG is a vendor-independent, client-focused leader in addressing the information systems and management needs of the public sector. Our staff includes about 13 full- and part-time employees. With a diverse professional staff of expert consultants, we are proud to offer the consulting services listed in the table below.

**Table 1: MTG Consulting Services**

Information Technology	Management and Organization
Strategic and Tactical Systems Planning	Management and Business Process Redesign
System Architecture and Design	Feasibility Analysis, Performance Audits, and Assessments
Information Systems and Resource Acquisition	Organizational, Cultural, and Methodology Development
System Reviews and Management Assistance	Organizational Change Management
IT Services and Operations Assessment	Project Management and Training
Information Exchange Point Analysis	Procurement Management and Quality Assurance
Market Research for IT Solutions	

**B. Focus on Public Safety**

MTG has served the specialized needs of the public safety and justice communities for over 40 years. Our public safety customers are state, county, and municipal agencies across the United States, as depicted in this map of public safety customers:



Our public safety experience spans a wide spectrum of domains, including computer-aided dispatch (CAD), law enforcement RMSs, mobile computing, electronic citations, CJIS, automated fingerprint identification systems (AFISs), justice integration, and computerized criminal history (CCH).

We are continually updating our tools, intellectual properties, and services to meet the technological advances and constant demands present in many government environments.

**C. RFP Deviations/Exceptions**

MTG does not request any deviations from the RFP or make any exceptions to the RFP.

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**I. TAB 1: EXPERIENCE, PROPOSED STAFF, MANAGEMENT APPROACH, AND SUBCONTRACTORS**

This section contains a list of relevant projects that MTG has completed within the past 10 years as well as three select project summaries for projects similar in scope to the Lincoln/Lancaster CJIS project. All listed projects were completed by MTG without the use of subcontractors.

MTG is a national leader in providing IT environment assessments, requirements analysis, and solicitation services to state, county, and local agencies. We understand city and county governments and the opportunities and challenges facing them. We have performed numerous projects very similar in scope and nature to the project being undertaken by the City of Lincoln and Lancaster County.

In addition to our project work, we are actively involved in setting national standards and direction for justice and public safety information system integration. This work provides interaction with leading technology firms across the country and enhances our technical knowledge. Our project experience and additional qualifications for assisting the City of Lincoln and Lancaster County in assessment and strategic planning are described below.

**A. Experience: Project Matrix**

Table 2 contains examples of relevant projects that MTG has performed within the past 10 years without the use of subcontractors. We encourage the city and county to contact our project references. The table also highlights whether the projects included assessment, CJIS, recommendation, law enforcement, or multiple jurisdictions.

**Table 2: Project Matrix**

Client	Engagement	Assessment	CJIS	Recommendations	LE	Multi-jurisdiction
City of Cleveland, Ohio	Cleveland EOC Planning	✓		✓	✓	✓
City of Tulsa, Oklahoma	Police RMS, Prosecutor and Court CMS, Assessment, Requirements, Solicitation, Implementation	✓	✓	✓	✓	✓
Clark County, Nevada	Regional Justice Information System (Scope)/Wanted Vehicle Services (WVS) Replacement	✓	✓	✓	✓	✓
Clark County, Nevada	Regional Justice Information System (Scope)/Wanted Vehicle Services (WVS) Replacement Vendor Fair	✓	✓	✓	✓	✓
Colorado Bureau of Investigation	CBI Investigative Case Management System Selection Assistance			✓	✓	
Colorado Department of Public Safety	CBI/CDPS Switch Replacement IV&V	✓		✓	✓	✓
Colorado State Patrol	Colorado State Patrol CAD/RMS/MDC Requirements	✓		✓	✓	
Connecticut Criminal Justice Information System Governing Board	Plan for the Design and Implementation of a Criminal Justice Information System	✓	✓	✓	✓	✓
City of Albany and Dougherty County, Georgia	Criminal Justice Information System (CJIS) Planning	✓	✓	✓	✓	✓

Client	Engagement	Assessment	CJIS	Recommendations	LE	Multi-jurisdiction
Dougherty County, Georgia	Criminal Justice Information System (CJIS) Planning	✓	✓	✓	✓	✓
Idaho State Police	NIBRS Replacement Assistance	✓			✓	✓
Kansas Board of Emergency Medical Services	Emergency Medical Services Planning and Procurement	✓			✓	
Kansas Bureau of Investigation	Kansas Incident-Based Reporting System (KIBRS) Needs Assessment	✓	✓	✓	✓	✓
King County, Washington	Office of the Public Defender CMS Assessment	✓			✓	
Missouri State Highway Patrol	Records Management Consulting Services for the Information Systems Project	✓		✓	✓	
Douglas County/City of Omaha, Nebraska	Criminal Justice Strategic Integration Plan	✓	✓	✓	✓	✓
New Mexico Department of Public Safety	Message Switch Acquisition Assistance ADM -1	✓			✓	
New Mexico Department of Public Safety	CAD RFP Development	✓			✓	
Peoria County, Illinois	Integrated Civil/Criminal Justice System (ICCJS) Procurement and Implementation	✓	✓	✓	✓	✓
San Diego Association of Governments	Automated Regional Justice Information System (ARJIS)	✓	✓	✓	✓	✓
San Mateo County, California	Criminal Justice Information System (CJIS) Cost-Benefit Analysis	✓	✓		✓	✓
Salt Lake County, Utah	Integrated Justice Information System Planning	✓	✓	✓	✓	✓
Seattle Police Department	Seattle SPIDER QA Services				✓	
Seattle Police Department	Seattle PD MCOP	✓		✓	✓	✓
Seattle Police Department	Seattle PD COP Project QA				✓	✓
Washington State Patrol	Mobile Office Platform Project	✓		✓	✓	

**B. Experience: Select Project Summaries**

**Connecticut Department of Information Technology, Criminal Justice Information Sharing Design**

The CJIS Governing Board engaged MTG to develop a plan for the design and implementation of a CJIS Information Sharing (IS) environment. The primary objectives of this project were to:

- Review DoIT's current business and technology environment.
- Review CJIS agencies' current business and technology environments.
- Identify functional and technology gaps between the current environment and preferred future environment.





- Document requirements for the future CJIS IS application.
- Develop the CJIS Design and Implementation RFP.

The specific scope of work for this project included the following deliverables:

- Developing CJIS "As Is" and "To Be" Logical models.
- Developing a vision for the future CJIS IS environment that will support the identified business and integration needs.
- Presenting the future CJIS IS solution to CJIS stakeholders.
- Determining a transition and implementation approach for the future CJIS.
- Detailed cost benefit analysis that presented the business case for the future CJIS.

The resulting deliverables provided the CJIS Governing Board with a clear and documented vision for the future CJIS, established requirements for the future CJIS IS, and a RFP for the design and implementation of the CJIS IS project.

Project Amount: \$772,080

Project Duration: January 2009 to November 2012

Contact: Mr. Sean Thakkar  
Former: Executive Director  
Criminal Justice Information System Governing Board  
Now: Deputy Chief Information Officer  
County of San Mateo, Information Services Department  
455 County Center  
Redwood City, California 94063  
650 363-4336  
sthakkar@smcgov.org

### **City of Tulsa, Oklahoma – Police and Court Procurement Assistance**

MTG is currently assisting the City of Tulsa with analysis, process and requirements definition, acquisition assistance, and planning with the ultimate objective to install an integrated set of application systems for the Tulsa Police Department, the Municipal Court, and the City Prosecutor. Specifically, the business objectives are to:

- Replace the aging police records management system (RMS).
- Update or replace the computer-aided dispatch (CAD) system to be fully integrated with the police mobile computing platform.
- Replace the old municipal court case management system (CMS).
- Provide a new prosecution CMS for the City Prosecutor.

The immediate project objective is to solicit application system vendor bids responsive to the City of Tulsa's requirements. MTG has worked with the city to create a detailed process document and requirements supporting those processes. MTG created the Requests for Proposal specifications and is guiding the city through the final selection process. The project will replace current technology with one or more modern, secure, configurable, and supportable systems to support the records and case management operations of the primary stakeholders. The City of Tulsa has extended the MTG contract to include project management and quality assurance (QA) responsibilities through system implementation.

Project Duration: December 2015 to Current



Contact: Corporal David Smasal  
Project Manager  
Tulsa Police Department  
600 Civic Center  
Tulsa, Oklahoma 74103  
918-637-2424  
[dwsmasal@cityoftulsa.org](mailto:dwsmasal@cityoftulsa.org)

**San Diego Association of Governments (SANDAG), San Diego, California – Automated Regional Justice Information System (ARJIS) Transition Support Services**

MTG assisted SANDAG/ARJIS with planning and implementation quality assurance (QA) for the outsourcing of data center, application (Enterprise ARJIS), and network services. This 41-month project focused on analysis of ARJIS service needs and planning for the near-term mandatory migration of these services away from the existing provider to services that align with ARJIS's needs. The transition, due to external factors, required immediate attention, analysis, and complex planning to ensure that all of ARJIS's 24x7 operations were uninterrupted and its 11,000 users continued to operate seamlessly. More than 200 servers, 85 different network connections, and 60 terabytes of storage were included in the transition. In addition, MTG provided various leadership advice, technical analysis, problem review, and solution analysis efforts as part of the QA effort for normal ARJIS operations. Finally, MTG conducted QA for the Enterprise ARJIS code migration as well as an unexpected data center and network move.

Project Duration: July 2012 to November 2015

Contact: Ms. Pam Scanlon  
Executive Director  
Automated Regional Justice Information System (ARJIS)  
401 B Street, Suite 800  
San Diego, California 92101-4231  
619-699-6971  
[pscanlon@arjis.org](mailto:pscanlon@arjis.org)

**C. Experience: Advanced Criminal Justice Industry Involvement**

MTG is the only consulting firm in the United States that has documented the complete criminal justice business process for over a dozen clients. Several of these efforts have also included business process reengineering and improvement reviews. In addition to the practical experience gained in our client work, we strive to continually update our knowledge through involvement in conferences and training seminars around the country. This depth of understanding helps MTG work at the local and county levels to analyze complex IT operations and solutions. Specific qualifications include:

- Understanding of Contemporary Technologies and Architectures

Our consultants are involved with various industry and technology work groups and constantly work with the latest technologies and architectures. The majority of our work revolves around assessing technology best practices and designing and implementing technology architectures. Mr. Robert E. Kaelin, the proposed project officer for this engagement, was an IT director for a regional law enforcement consortium.

- Experience With a Variety of Information Technologies

Given the organizational and financial independence that MTG maintains from our clients and from vendors, we bring to the table research on all types of technologies. By maintaining independence from any software or hardware vendors, we are able to recommend to our clients a course of action free from any biases or predispositions. Also, our proposed project staff



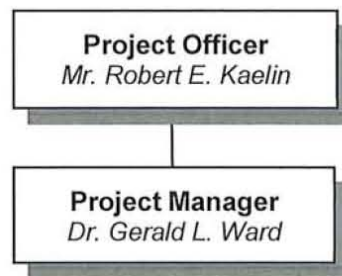
have experience leading development efforts in the specific technologies involved in this project: .NET, HTML5, C+, C#, Web forms, and SQL.

- Experience Developing Integration Requirements With Cities and Counties

MTG has completed numerous projects related to the city and county's IT efforts. These projects include project management, planning, selecting technologies, conducting feasibility studies, and other services, most of which involved work on IT-related issues.

**D. Proposed Staff**

MTG is proposing a team of highly qualified professionals to serve as the project management partner to the city and county for the RMS replacement project. By leveraging recent experience on similar projects, our team aligns closely to the city and county's needs. The figure below depicts our team's organizational structure.



Proposed key project personnel are depicted in the figure above. We may utilize the services of other staff members throughout the life of the project; however, personnel assigned to the performance of this contract will not be substituted or removed without the prior written approval of the City of Lincoln and Lancaster County project manager. Below are descriptions of our proposed team members and their responsibilities throughout this engagement.

- Mr. Robert E. Kaelin, Project Officer

Mr. Kaelin is a partner with MTG and leads our public safety and homeland security practices. He will ultimately be responsible for the success of this project and for all work to be completed under this contract. During his tenure with our firm, he has led many successful public safety projects. Mr. Kaelin has extensive experience in working with E911 centers, law enforcement agencies, and public safety consortia and will provide valuable insight in this effort.

- Gerald L. Ward, Ph.D., Project Manager

Dr. Ward is a senior manager in our firm and will function as the project manager. He will work closely with the agency executive team as the primary point of contact to ensure that the project is completed successfully. Dr. Ward has practitioner experience as a state court chief information officer (CIO), a state district attorney CIO, and a law enforcement officer. He has extensive business and systems analysis experience in public safety, law enforcement, prosecution, courts, and jail management, including recent work with the City of Tulsa E911, police, prosecutor, and court project and the Judicial Council of California statewide e-filing project. Dr. Ward's doctoral research subject is electronic arrest warrants for public safety. He is a Project Management Institute (PMI) -certified Project Management Professional (PMP), and he serves his community as a Reserve Deputy Sheriff in the Oklahoma County Sheriff's Office.

This proposed project team has the specific technical and business-area skills to ensure the successful outcome of this project, as illustrated in Table 3 below.

*This is a strong project team with specific experience working together.*



**Table 3: MTG Staff Project Experience**

Staff	Assessment	Multiagency	Integrated Justice	Public Safety	Recommendation
Mr. Kaelin	✓	✓	✓	✓	✓
Dr. Ward	✓	✓	✓	✓	✓

**E. Management Approach**

**1. General Approach**

MTG's approach to effective project management is to use a proven set of structured activities, techniques, and management tools that help to ensure that projects are successfully completed on time, within budget, and according to the project objectives. The requirements of an individual engagement are incorporated in our approach to develop a specific management plan for each project. Our approach is composed of five basic components:

- Project Planning.
- Project Tracking.
- Status Reporting.
- Deliverable Review and Acceptance.
- Problem/Issue Resolution.

Through our experience with a wide range of public sector clients, we have developed a methodology that can be tailored to fit unique project and client needs. The specific methodology we use to evaluate a client's current status and needs and to provide the desired planning services consists of four major phases, supported by proven tools and techniques, and the provision of specific deliverables for our clients.

In addition, MTG approaches all management information systems projects from line management's perspective and ensures that technical information issues are communicated to management in an easily understood manner. This approach ensures that whatever aspect of information systems is addressed, the results will ultimately meet management's ever-increasing demands for accurate and timely information.

Our approach is directed toward assisting the client with the identification, definition, analysis, and resolution of strategic issues. Fundamental to our approach is moving beyond merely identifying strategic issues to actually making decisions and plans to resolve these issues.

Each engagement is conducted in an atmosphere of cooperation and openness. There are no "surprises" in our recommendations. Ideas and questions are fully discussed and explored before specific action is recommended. Most of our assignments utilize an analytical process and a systems approach. This typically involves:

- Defining problems through personal interviews and data collection activities.
- Analyzing data and identifying causes of problems.
- Facilitating and documenting information-gathering workshops.
- Describing resolution alternatives or opportunities for improvement.
- Investigating the appropriateness of possible solutions.
- Presenting findings, conclusions, and recommendations on possible solutions.

Following the client's decision to proceed, the next steps of a consulting engagement are:

- Planning and scheduling actions to achieve desired results.
- Advising and providing technical assistance in implementing the preferred solution.



Consulting engagements are most successful when the recommended action is accepted and implemented. Our approach is implementation-oriented; hence, it is ideal to structure engagements to include implementation and work with the client to ensure successful results.

## **2. Project-Specific Approach**

For this engagement, MTG will work closely with the city and county's Information Services Department, the Lincoln Police Department, the Lancaster County Sheriff's Office, the Lancaster County Department of Corrections, and the other stakeholders. Our experienced MTG team will work alongside the City of Lincoln and Lancaster County project manager. MTG will serve as a leader/partner to create an open and effective management team environment.

During the first phase of this project, assessment, we will facilitate information gathering sessions with key stakeholder group representatives to elicit and document how the current CJIS is used. MTG will also meet with Information Services Department staff during this phase to document the current technical operating environment.

The second project phase involves completing a current market survey of criminal justice information systems and related technologies and preparing a preliminary report. The preliminary report will be reviewed at key progress intervals by sections during development.

The third and final phase will produce the final report after intensive stakeholder reviews, revisions, professional MTG editing, and formal approval.

## **F. Subcontractors**

MTG will not use subcontract personnel to staff this project.

## II. TAB 2: TECHNICAL PROPOSAL

This section contains a description of the MTG project management approach, project timeline, and work breakdown structure (WBS). The city and county have estimated the project duration to be 90 days. MTG proposes a 90-day baseline schedule to match the city's estimate.

### A. Understanding of the Project Environment

The current CJIS integrates eight major systems:

1. JUSTICE (state courts system).
2. NCJIS (Nebraska Criminal Justice Information System).
3. TriTech (CrimeView).
4. PSSI (CAD system).
5. NDOT (Nebraska Department of Transportation—accident reports).
6. DataWorks Plus (mug shots).
7. NFIN.
8. PowerDMS.

The CJIS is an important criminal justice information repository that obtains most of its new information from the Lincoln Police Department, the Lancaster County Sheriff's Office, and the Lancaster County Department of Corrections. This information is made available to at least 14 additional agencies for improving public safety.

Although the CJIS has evolved over 39 years, it serves the user community very well today. Concerns over aging technology and available support personnel suggest that a study is needed to examine alternatives to meet future CJIS agency information needs.

### B. Proposed Development Approach

MTG will work closely with the city/county project manager to identify key CJIS stakeholders, and we will schedule and facilitate group workshops to collect CJIS usage information, priorities, and future information needs.

MTG will draw upon our vast internal knowledge of CJISs across the county and available market data to survey for potential replacement CJISs.

The preliminary and final reports will be produced incrementally and with the direct participation of stakeholders. MTG will use its in-house professional documentation specialists to edit and produce the deliverables.

### C. Technical Considerations and Potential Challenges

Currently, MTG is not aware of any major technical concerns or other challenges to successful completion of this project within 90 days. We assume that CJIS stakeholders will be available for workshops and/or interviews and that document reviews and question responses will be completed within 5 business days of request.

### D. Project Timeline, Workplan, and Deliverables

The next section contains a detailed project WBS with deliverables and due dates.

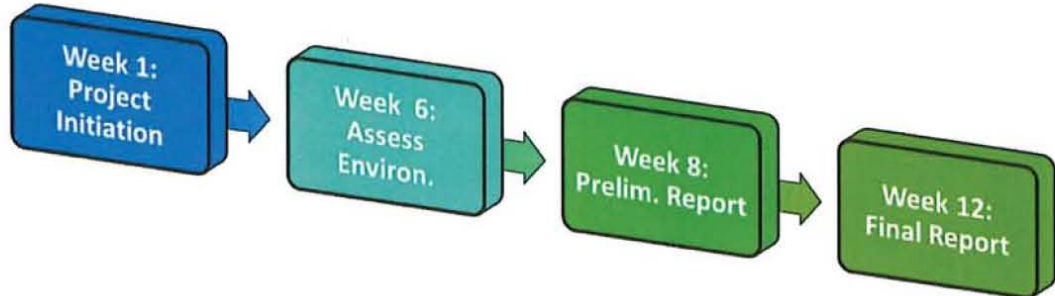


### III. TAB 3: PROJECT SCHEDULE

This section contains a high-level project timeline and a workplan with identified deliverables and due dates.

#### A. Project Timeline

The project timeline lasts 12 calendar weeks, based on the City of Lincoln and Lancaster County's estimated project duration. The following graphic depicts a timeline of the project's major deliverables by week:



#### B. Project Workplan and Deliverables

Table 4 below contains a project task WBS and weekly schedule and duration offsets from the project start date. The WBS was constructed to address the scope of services and responsibilities described in the RFP. The sequence and duration of WBS activities were developed based on our understanding of the RFP and our experience on similar projects; however, they are planning estimates, which are flexible based on the needs of the city and county.

Table 4: WBS and Schedule

Task	Start Week	End Week	Duration Weeks
1. Assess Current CJIS Environment	3	6	4
1.1 Collect Current Business Process Information	1	3	3
1.2. Identify Key Stakeholders	1	1	1
1.3. Assess Current Business Processes	3	4	2
1.4 Collect Current CJIS Architecture	1	3	3
1.5 Collect Current CJIS Data Dictionary	1	3	3
1.6 Collect Current CJIS Data History Profile	1	3	3
1.7 Elicit CJIS Problems and Opportunities	3	3	1
1.8 Elicit Critical CJIS Information Needs	4	4	1
1.9 Draft CJIS Assessment and Needs Report	5	5	1
1.10 Review CJIS Assessment and Needs Report	6	6	1
2. Prepare Preliminary CJIS Assessment Report	2	8	7
2.1 Collect COTS CJIS Market Information	2	3	2
2.2 Draft Preliminary CJIS Assessment Report	6	7	2
2.3 Review Preliminary CJIS Assessment Report	7	7	1
2.4 Publish Preliminary CJIS Assessment Report— DELIVERABLE	8	8	1
3. Prepare Final CJIS Assessment Report	9	12	4
3.1 Review Preliminary CJIS Report with Stakeholders	9	9	1
3.2 Make Recommended Changes to CJIS Assessment Report	10	11	2
3.3 Attain Approval of Final CJIS Assessment Report	11	12	2
3.3 Publish Final CJIS Assessment Report—DELIVERABLE	12	12	1



**IV. TAB 4: APPENDIX A – RESUMES OF PROPOSED STAFF**

This appendix contains comprehensive resumes for our proposed key project personnel. All proposed project team members have passed fingerprint-based background checks by law enforcement agencies. All MTG team members, including any additional team members approved by the City of Lincoln and Lancaster County, are willing and expecting to have their criminal histories checked prior to working on the project.

**Table 5: Proposed Staff References**

Staff Member	Reference
<b>Robert Kaelin</b>	Ms. Pam Scanlon Executive Director Automated Regional Justice Information System (ARJIS) 401 B Street, Suite 800 San Diego, California 92101-4231 619-699-6971 <a href="mailto:pscanlon@arjis.org">pscanlon@arjis.org</a>
	Mr. Sean Thakkar Deputy CIO County of San Mateo Information Services Department 455 County Center Redwood City, California 94063 650-363-4336 <a href="mailto:sthakkar@smcgov.org">sthakkar@smcgov.org</a>
	Mr. Andy Potter IT Manager Multnomah County Sheriff's Office 501 Southeast Hawthorne Boulevard, Suite 350 Portland, Oregon 97214 503-793-9011 <a href="mailto:Andy.potter@mcso.us">Andy.potter@mcso.us</a>
<b>Gerald Ward</b>	Cpl. David Smasal Program Manager Tulsa Police Department 600 Civic Center Tulsa, Oklahoma 74103 918-637-2424 <a href="mailto:dwsmasal@cityoftulsa.org">dwsmasal@cityoftulsa.org</a>
	Hon. John Reif Supreme Court Justice Oklahoma Supreme Court 2100 North Lincoln Boulevard, Suite 1 Oklahoma City, Oklahoma 73105 405-556-9338 <a href="mailto:John.Reif@oscn.net">John.Reif@oscn.net</a>
	Mr. Trent Baggett, J.D. Executive Coordinator Oklahoma District Attorneys Council 421 Northwest 13 <sup>th</sup> Street Oklahoma City, Oklahoma 73103 405-264-5000 <a href="mailto:Trent.Baggett@dac.state.ok.us">Trent.Baggett@dac.state.ok.us</a>





**Robert E. Kaelin**  
**Senior Partner**

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Mr. Kaelin's business and information technology (IT) expertise stems from 30 years of operational and managerial practice in the fields of government, education, and law enforcement. He has applicable experience in systems engineering, project management, process reengineering, and IT management.

A nationally recognized expert in public safety and integrated justice, Mr. Kaelin has helped criminal justice clients in more than a dozen states pioneer the creation and use of integrated justice information systems and has been instrumental in developing a future vision for criminal justice IT based on the use of the Internet.

With over 30 years of operational and managerial practice in government, education, and law enforcement, Mr. Kaelin is a nationally recognized expert in public safety and integrated justice.

- **Proven Leadership** – As the leader of the Public Safety practice area at MTG Management Consultants, LLC, Mr. Kaelin has guided the development of integration architecture for many satisfied clients and has helped several organizations plan and implement criminal justice information systems (CJISs).
- **Broad Range of Expertise** – Mr. Kaelin excels in providing multi-jurisdictional analysis, information systems planning and architectural blueprints, project management and monitoring, and implementation assistance services to city and county public safety agencies.
- **Unique, Business-Focused Perspective** – Previously the Assistant Director of IT at the Law Enforcement Support Agency, a multi-jurisdictional consortium in Tacoma, Washington, Mr. Kaelin combines this experience with a deep understanding of, and experience with, law enforcement processes, providing a unique business-focused perspective to his approach to technology projects.

In addition to this experience, Mr. Kaelin also serves as MTG's chief operations officer and has a deep understanding of business operations and personnel requirements.

**Education and Certifications**

Bachelor of Science in Computer Science; United States Military Academy, West Point  
MCSE, MCP, and MCP+I  
SEARCH Justice Information Exchange Model (JIEM)  
NIMS IS-703 Resource Management Certificate

**Experience**

The projects listed below are just a few domain-specific examples of Mr. Kaelin's extensive experience. Numerous additional examples can be provided upon request.

**Integrated Justice**

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- San Diego Automated Regional Justice Information System (ARJIS), California (Project Officer and Lead Consultant)
- San Joaquin County, California, CJIS, (Project Officer)
- New York State, IJAB, (Project Manager, Facilitator, and Senior Technical Architect)
- State of Connecticut, CJIS, (Project Officer)
- State of Washington, Justice Information Network (Technical architect)
- State of North Dakota, CJIS, (Project Manager and Technical Architect)



Older Integrated projects include efforts for the states of Kansas, South Carolina, and Nebraska as well as Clark County (Washington), King County (Washington), Dougherty County (Georgia), and Multnomah County (Oregon).

### **Local Public Safety**

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Law Enforcement Support Agency, Washington (IT Director)  
Clark County, Justice and Public Safety Community of Interest, Nevada (Project Officer)  
Cuyahoga County Criminal Justice Services Agency, Ohio (Manager and Consultant)  
Regional Automated Information Network (RAIN) Consortium, Oregon (Project Manager, Facilitator, and Primary Consultant)  
Dane County 9-1-1 Public Safety Communications Center, Wisconsin (Project Manager)

### **Memberships and Associations**

Integrated Justice Information Systems (IJIS) Institute, Previous Board of Directors  
Seattle Society of Information Managers  
International Association of Chiefs of Police  
National Criminal Justice Association



**Gerald L. Ward**  
**Senior IT Consultant**

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Dr. Ward is an Information Technology (IT) expert in the private and public sectors. His work for industry, government, and education allows him to bring a multifaceted approach to his projects and apply the most appropriate solutions for an organization. He has extensive leadership experience working with elected officials and chief executives in the implementation of information systems in diverse industries.

Dr. Ward has extensive analysis experience in public safety and criminal justice, and his technical background with hardware, software, languages, and databases make him a flexible asset to any consulting team. He is experienced in advanced methodologies for successful IT projects including Agile, Scrum, Six Sigma, Capability Maturity Model Integration (CMMI), Information Technology Infrastructure Library (ITIL), and business process reengineering.

- **Leadership in Justice and Public Safety** – Dr. Ward has been solving the unique challenges in this arena for over 20 years. His experience covers the full life-cycle of criminal justice information systems from Computer-Aided Dispatch (CAD) and Law Enforcement Records Management Systems (RMS) to Prosecutor, Court, Corrections, and Community Service systems. Dr. Ward's doctoral research is in the field of integrated justice information systems (IJIS).
- **Proven Project Management** – Dr. Ward has successfully lead large and small projects in public and private sectors for more than 25 years. He is a life-long learner and a university professor in project management. He earned his Project Management Professional (PMP) certificate from the Project Management Institute (PMI) in 2002.
- **Real-World Experience** – Dr. Ward's knowledge is grounded in his experiences as a director of multiple public-sector agency IT departments, as a reserve deputy sheriff, as a skilled systems analyst, and as a developer of mission-critical systems. He understands the issues facing our customers today.

#### **Education and Certifications**

Ph.D. Applied Management and Decision Science – Information Systems Management (2016), Walden University, Minneapolis, Minnesota – Dissertation title: *Electronic Arrest Warrants: The effect of advanced technologies on arrest performance*

Master of Business Administration, University of Central Oklahoma, Edmond, Oklahoma (2002)

Bachelor of Science in Mathematics and Computer Science, Central State University, Edmond, Oklahoma (1979)

Project Management Professional (PMP), Project Management Institute

Certified Scrum Master (CSM), Agile Alliance

Reserve Peace Officer, Oklahoma Council on Law Enforcement Education and Training

Six Sigma Green Belt, iSixSigma Inc.

Fast Session Leader, JAD (Joint Application Design) Facilitation, M.G. Rush Systems, Inc.

Certificate in Data Processing (CDP), Institute for Certification of Computer Professionals

Commercial Pilot; Flight and Ground Instructor, Federal Aviation Administration

#### **Experience**

Following are selected highlights of Dr. Ward's career experience:

Judicial Council of California for the Superior Courts of California (Lead Analyst)

City of Tulsa, Oklahoma, Tulsa Police Department, City Prosecutor, and Municipal Court (Project Manager)

Oklahoma Supreme Court, Administrative Office of the Courts (AOC), (Chief Information Officer and IT Director)





University of Central Oklahoma Information Systems Department (Part-Time Information Systems Instructor)

Oklahoma District Attorney's Council – Oklahoma City, Oklahoma (IT Director)

Northrop-Grumman – Oklahoma City, Oklahoma (Public Sector Services Program Director)

Oklahoma County Sheriff's Office, (Jail and Records Management Systems Project Manager)

Oklahoma County District Attorney's Office – (Case Management System Project Manager)

City of Edmond, Oklahoma, Public Safety Systems Project (CAD, Police, Fire, Mobile Systems Project Manager)

CW Systems – Oklahoma City, Oklahoma and Houston, Texas (Branch Manager, Quality Assurance Manager, and Technical Trainer)

Informatics General Corporation – Houston, Texas (Project Manager, Team leader, System Designer, and Programmer/Analyst)

#### **Memberships and Associations**

Association of Computing Machinery (ACM)

Association of Information Technology Professionals (AITP)

Fraternal Order of Police (FOP)

Integrated Justice Information Systems Institute (IJIS)

National Sheriff's Association (NSA)

Project Management Institute (PMI)



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**City of Lincoln/Lancaster County**

**RFP 18-079 – CJIS Consultant**

**RFP Quote 5853**

***Cost Proposal for***  
**Criminal Justice Information System Consultant Services**

May 9, 2018



**ATTACHMENT 1 – COST PROPOSAL**

MTG Management Consultants, LLC, understands that the City of Lincoln and Lancaster County require a total, not-to-exceed contract cost. This section contains subsections for Project Cost Schedule, Assumptions, Deliverable Production, Quoted Price and Proposal Validity, Extra Work and Standard Billing Rates, and the required Cost Proposal Form.

**A. Project Cost Schedule**

The total cost for all services, deliverables (including optional deliverables), and travel expenses is \$54,245. Table 1 below contains a cost breakdown by task and deliverable:

**Table 1: Cost Schedule**

<b>Task</b>	<b>Cost</b>
1. Assess Current CJIS Environment	\$ 29,767
1.1 Collect Current Business Process Information	
1.2. Identify Key Stakeholders	
1.3. Assess Current Business Processes	
1.4 Collect Current CJIS Architecture	
1.5 Collect Current CJIS Data Dictionary	
1.6 Collect Current CJIS Data History Profile	
1.7 Elicit CJIS Problems and Opportunities	
1.8 Elicit Critical CJIS Information Needs	
1.9 Draft CJIS Assessment and Needs Report	
1.10 Review CJIS Assessment and Needs Report	
2. Prepare Preliminary CJIS Assessment Report	\$ 15,314
2.1 Collect COTS CJIS Market Information	
2.2 Draft Preliminary CJIS Assessment Report	
2.3 Review Preliminary CJIS Assessment Report	
2.4 Publish Preliminary CJIS Assessment Report – Deliverable	
3. Prepare Final CJIS Assessment Report	\$ 9,164
3.1 Review Preliminary CJIS Report with Stakeholders	
3.2 Make Recommended Changes to CJIS Assessment Report	
3.3 Attain Approval of Final CJIS Assessment Report	
3.3 Publish Final CJIS Assessment Report – Deliverable	
<b>TOTAL</b>	<b>\$ 54,245</b>

**B. Assumptions**

MTG used the following assumptions to determine costs for this proposal.

- MTG assumes that the implementation will last 90 days, based on the city and county's estimate. MTG believes this timeline to be reasonable for projects of similar size and scope.
- The project will utilize MTG formats and our Content Production Center (CPC) editors, as discussed below.
- The city and county will be responsive to requests for information and document reviews, with the expectation of a 5-business-day turnaround for responses.





**C. Deliverable Production**

MTG's deliverables are processed through our CPC, which includes professional editors and document production staff. CPC's main function is to maintain our firm's high standards for document quality. Our proposed support staff costs and expenses assume that all project work products will be developed using MTG's internal documentation standards and formats. Any requested deviation from this assumption will require renegotiating this component of our proposal.

**D. Quoted Price and Proposal Validity**

Our quoted price shall remain effective for up to 90 days after the submission of this proposal, after which we are not able to guarantee the availability of the proposed resources. MTG's proposed pricing shall remain fixed for the period of the contract.

**E. Extra Work and Standard Billing Rates**

MTG does not believe that any additional tasks will be necessary to complete the project or develop the plan beyond those tasks outlined in the main proposal. However, should the City of Lincoln and Lancaster County determine that additional tasks are necessary, we will extend our current rates for 1 year after the term of our original contract. The entire range of MTG rates is presented, should the city and county desire additional services. MTG's fully loaded, hourly billing rates for 2018 are listed in the table below.

**Table 2: Hourly Billing Rates**

2018 MTG Hourly Billing Rates	
Senior Partner	\$338.25
Partner	\$307.50
Senior Manager	\$275.75
Manager	\$246.00
Senior Consultant	\$215.25
Consultant	\$184.50
CPC Staff	\$92.25

Our professional fees for additional effort will be determined by the actual additional hours worked on the engagement at our standard hourly rates. All project-related expenses and travel costs are included in our loaded hourly rate.

**F. Cost Proposal Form**

The completed cost proposal form is included on the next page.

RFP **QUOTE 5853**  
**CONSULTANT SERVICES – CJIS EVALUATION  
 COST PROPOSAL**

Vendors must complete this form and attach additional documentation as required on company letterhead and place in a sealed envelope separate from the written or Ebid proposal as instructed in the Specifications.

TOTAL COST :\$ 54,245.00

Vendor shall place all information associated with the estimated final cost on the space provided below or include an attachment on Company letterhead with their Written Response , in a separate envelope, to be attached to the Response Attachment section of the Ebid response. The cost for CJIS Consulting Services will be an evaluation factor in the selection of a qualified firm.

Information to be included will be position title, proposed employee name, hourly rate and number of hours estimated to complete all tasks as described in the RFP document per employee. Vendors may include subcontractor information below or on a separate sheet. Subcontractor costs must also be included in the TOTAL COST above.

Hourly rates and other cost factors will be utilized in the negotiations for a final contract.

<b>Position Title</b>	<b>Name</b>	<b>Hourly Rate</b>	<b>Est. # Hours</b>	<b>Total</b>
<u>MTG has proposed a fixed price proposal, so the hours do not apply to our proposed effort.</u>				
<u>Accordingly we have provided our fully loaded 2018 hourly rates below:</u>				
Senior Partner (including Robert E. Kaelin)		\$338.25		
Partner		\$307.50		
Senior Manager		\$275.75		
Manager (including Gerald L. Ward)		\$246.00		
Senior Consultant		\$215.25		
Consultant		\$184.50		
Document Production Staff		\$92.25		

Travel Expenses: Not Applicable: The above loaded rates include standard travel and expense costs.

Overhead Expenses: Not Applicable

Other (Please Explain) \_\_\_\_\_

**Totals in this section must add up to the TOTAL COST above**



# REQUEST FOR PROPOSALS

## CITY OF LINCOLN/LANCASTER COUNTY CJIS CONSULTANT SERVICES RFP QUOTE 5853

Issue Date: Friday April 20, 2018

Closing Date and Time:  
May 2, 2018 at 12:00 p.m. (CST)



Lincoln-Lancaster County Purchasing  
Robert Walla  
Purchasing Agent  
440 S. 8<sup>th</sup> Street, Suite 200  
Lincoln, NE 68508  
402-441-8103

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## GLOSSARY OF TERMS

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

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

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

**Agencies:** The [City of Lincoln], [Lancaster County] and the City of Lincoln/Lancaster County Public Building Commission – hereinafter referred to as Owner.

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

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

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

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

**Award:** All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP and associated documents in the Ebid system. The Owner reserves the right to reject any or all proposals, wholly or in part, or to award to multiple proposers in whole or in part. The Owner reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the proposer's competitive position. All awards will be made in a manner deemed in the best interest of the Owner.

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

**Bidder:** A proposer who submits an offer in response to a written solicitation.

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

**Business Day:** Any weekday, except Owner-recognized holidays.

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

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

**City/County E-bid System:** The internet based system used by the City of Lincoln and Lancaster County for soliciting bids, issuing requests for proposals and qualifications, providing access to contracts and communicating with bidders and proposers and for the electronic submission of proposals and bid responses.

**CJIS:** Criminal Justice Information System – Developed and utilized by City of Lincoln and Lancaster County.

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

**Commodities:** Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

**Commodities Description:** Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

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

**Confidential Information:** Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information

which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

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

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

**Contract Award:** Occurs upon execution of the County document titled "Contract Documents" by the proper authority.

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

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

**Contractor:** Any individual or entity having a contract to furnish commodities or services.

**Cooperative Purchasing:** The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

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

**Cost:** See Price/Cost.

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

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

**Department:** A division of the City of Lincoln, Lancaster County, or City of Lincoln/Lancaster County Public Building Commission responsible for the entire procurement process from initiation to contract administration of the Purchase Order or Contract to be executed.

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

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

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

**Free on Board (F.O.B.) Destination:** The delivery charges are included in the quoted price and prepaid by the contractor. Contractor is responsible for all claims associated with damages during delivery of product.

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

**Installation Date:** The date when the Contractor shall perform duties as outlined in the documents of the RFP, proposal and subsequent contract.

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

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

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

**Mandatory/Must:** Required, compulsory, or obligatory.

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

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

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

**National Institute for Governmental Purchasing (NIGP):** National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

**Notice to Proceed:** A written notice sent to the awarded Contractor stating that work may commence on a certain date, following the complete execution of the contract.

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

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

**Owner:** Lancaster County

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

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

**Price/Cost:** The cost for performing duties according to the terms of the proposal and subsequent contract as proposed by the proposer at time of RFP submission. Price may be negotiated following a recommendation of the Selection Committee. Price is an evaluation factor and is not evaluated by the Selection Committee with the other qualification factors. Price is normally submitted in a separate envelope and is completed according to the Cost Proposal Sheet included in the RFP documents.

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

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

**Program Set:** The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the City of Lincoln/Lancaster County/Lancaster County Public Building Commission under the contract for use by the City of Lincoln/Lancaster County/Lancaster County Public Building Commission.

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

**Proposal:** The offer submitted by a proposer in a response to a written solicitation.

**Proposer:** Company submitting a proposal to an RFP issued by the City/County Purchasing Department.

**Proprietary Information:** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.



**Public Proposal Opening:** The process of unsealing written proposals and closing the RFP in the Ebid system at the time specified in the written solicitation.

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

**Request for Proposal (RFP):** A written solicitation for obtaining competitive offers utilizing qualifications and costs.

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

**Responsive Proposer:** A Proposer who has submitted an RFP response which conforms to all requirements of the solicitation document.

**Selection Committee:** Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals (offers made in response to written solicitations).

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

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

**Software License:** Legal instrument with or without printed material that governs the use or redistribution of licensed software.

**Sole Source – Commodity:** When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

**Sole Source – Services:** A service of such a unique nature that the contractor selected is clearly and justifiably the only practical source to provide the service. Determination that the contractor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

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

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

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

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

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

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

**Vendor:** An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

**Will:** See Shall/Will/Must

**Work Day:** See Business Day.

## **I. PROJECT INFORMATION AND ESSENTIAL QUALIFICATIONS:**

### **A. PROJECT OVERVIEW:**

Lancaster County, hereinafter called Owner, is requesting proposals from qualified proposers to submit proposal responses for consultant services related to City/County CJIS (Criminal Justice Information System).

The Owner intends to select a firm based on the evaluation criteria outlined herein which will accomplish the objectives of the project while incorporating innovative and cost-effective methods.

The successful contractor(s) will be responsible for remaining on established schedules for all services rendered so as to meet the proposed schedule for the project deliverable(s).

### **B. PROJECT/BACKGROUND INFORMATION:**

Lancaster County and the City of Lincoln utilize a software program called CJIS for all types of purposes related to criminal justice information. The Criminal Justice Information System (CJIS) is a comprehensive fully-integrated electronic information management system shared by three primary criminal justice agencies and approximately 8 peripheral agencies. The system has been developed in-house over the last 39 years and manages a vast amount of criminal justice and administrative information. CJIS is a complex system with extensive integration across multiple agencies that has evolved through decades of development and customization. CJIS has been built primarily with ADMINS, Inc. software tools and runs on OpenVMS. The system contains over one million files/records.

Current users of the system include County Attorney, City Attorney, 911 Center, University of Nebraska-Police, Lincoln Police Department, Lancaster County Sheriff's Office, Adult Probation, Community Corrections, County Court, Human Services, Juvenile Probation, Public Defender, Public Works, Urban Development, County Corrections, County Attorney, and Youth Services.

The CJIS system interfaces with a number of other systems in the State of Nebraska including but not limited to the following:

JUSTICE (State courts system)

NCJIS (Nebraska Criminal Justice Information System)

TriTech (CrimeView)

PSSI (computer-aided dispatch system)

NDOT (State Department of Transportation--accident reports)

DataWorks Plus (mug shots)

NFIN and PowerDMS

### **C. RFP DOCUMENTS**

Proposers are to promptly notify the Purchasing Department Staff, prior to the close of the RFP, of any ambiguity, inconsistency or error discovered upon examination of the RFP documents, including, but not limited to the information outlined herein and any information provided in Ebid.

### **D. AVAILABLE INFORMATION AND/OR IMPORTANT DOCUMENTS**

Important Documents or Available Information:

ATTACHMENT A – Department Use - See Bid Attachment section of Ebid

ATTACHMENT B – CJIS Flow Charts

**E. CONTRACT PERIOD**

The contract shall be for a period of 90 days from the date of contract execution through the final report.

**F. ESSENTIAL QUALIFICATIONS AND EXPERIENCE:**

The Owner is seeking a contractor with a minimum of three (3) years of experience evaluating Criminal Justice Information Systems for other entities similar in size to Lincoln, NE and Lancaster County, NE.

**NOTE: THIS IS NOT A REQUEST FOR A COMPANY TO DEVELOP A NEW CRIMINAL JUSTICE INFORMATION SYSTEM.**

This RFP invites qualified proposers to submit proposals for accomplishment of the items of work described in Section III.

The scope of general and required services identified in this RFP are intended to serve as a general description of anticipated objectives and tasks.

The Owner will rely on the proposer's competence and experience to work with City/County departments and divisions in meeting all necessary tasks, providing ongoing quality services and communicating successfully to provide the most effective and efficient products and/or services.



## II. PROCUREMENT PROCEDURE

### A. AFFIRMATIVE ACTION

The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all proposers and encourages minority businesses and women's business enterprises to participate in our bidding process.

### B. RFP APPROACH

The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the Owner has the flexibility to negotiate with a select proposer to arrive at a mutually agreeable relationship.

The Owner reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the Owner.

### C. SELECTION COMMITTEE

A Selection Committee will be assigned the task of reviewing the proposals received.

1. The Selection Committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
2. The Selection Committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

### D. PROPOSAL PROCEDURE

All responses to electronic RFP's will be completed as outlined in this document and the Specifications using a two-step process.

- 1) Proposers shall respond electronically to all attributes and addendums as required using the City/County Ebid system.
- 2) All written responses and information shall be mailed or delivered to the office of the Purchasing Division as outlined in the Specifications unless other requirements are outlined in the Specifications.

Proposer shall submit complete sets of the RFP documents and all supporting material as indicated in the Specifications. Any interlineation, alteration or erasure on the Specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the Specification document. Any amplified or qualifying information shall be on the Proposer's letterhead and firmly attached to the written response/offer document.

Proposed prices shall be submitted on the **ATTACHMENT 1 – COST PROPOSAL** with backup documentation on company letterhead in a separate envelope marked "COST PROPOSAL". COST PROPOSAL envelope must be submitted at the same time as the written proposal if the Specifications indicate that price will be evaluated as part of the award criteria.

Response by a Proposer other than a corporation must include the name and address of each member. A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof. Any person signing a response for a company, corporation, or other organization must show evidence of his/her authority to bind such company, corporation, or organization.

**Written or Ebid Proposals received after the time and date established for receiving offers will be rejected.**

**E. PROPOSER’S OFFER AND REPRESENTATION**

The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the Owner(s) of purchase orders or other contract documents appropriate to the work.

No offer shall be withdrawn for a period of ninety (90) calendar days after the time/date established for receiving proposals, and each proposer agrees in submitting an offer.

Each proposer by signing and submitting an offer, represents that he/she has read and understands the proposal documents, and the offer has been made in accordance therewith.

Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements.

**F. INDEPENDENT PRICE DETERMINATION**

By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Proposer/Competitor; unless otherwise required by law, the prices which have been submitted in this offer have not been knowingly disclosed by the Proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the Proposer to induce any person or proposer to submit, or not to submit, a response for the purpose of restricting competition.

**G. PROJECT TIMELINE**

The tentative project schedule is listed directly below and is subject to change:

ACTIVITY ITEM	DATE (TIME IF APPLICABLE)
Request for Proposal Issued	04/20/2018
Pre-Proposal Meeting	NA
Last day to submit questions	4/27
Proposal Submittal Deadline	5/2
Evaluation period	5/7-5/11
Short-list Notification (If applicable)	5/11
Interviews (If applicable)	5/23
Final Selection	5/25
Scope of services, negotiations and fee	5/28-31
Projected Notice to Proceed – Contract Execution	6/12
Deliverable Due Date(s) and/or Implementation Start and completion Date.	9/30/2018

**H. PROPOSAL SUBMISSION INFORMATION AND INSTRUCTIONS:**

The RFP response shall conform to all instructions, conditions and requirements outlined in the RFP and related documents. Prospective proposers shall carefully examine all documents, attachments and requirements associated with this RFP and be responsive to each requirement in the format prescribed. Proposals that do not conform may be deemed non-responsive.

Proposals must be submitted via a written response AND an electronic Ebid response no later than 12:00 Noon on May 2, 2018 or if extended, then shall be no later than the closing date and time listed in Ebid. **No exceptions to this deadline will be given.**

Proposer shall provide **one (1) original and five (5) hard copies** of the written proposal in an envelope clearly marked on the exterior RFP 18-079 - CJIS Consultant and **one (1) USB drive** containing their full proposal with the written and Cost proposal.

Cost is evaluated independently from all other submittals; therefore, provide **one (1)** hard copy of all costs that can be incurred by the Owner for your products and services with the proposal in a **separate, SEALED envelope** marked “**ATTACHMENT 1 – COST PROPOSAL**”.

Proposer must complete the **ATTACHMENT 1 – COST PROPOSAL** in the format provided. Detailed pricing information [may/shall] be noted on a separate sheet written on company letterhead and included in the sealed Cost Proposal envelope.

All hard copy documents that comprise the RFP response shall be delivered or sent to the address directly below:

Bob Walla  
City of Lincoln Purchasing  
440 S. 8th Street, Suite 200  
Lincoln, NE 68508

Proposer must be registered on the City/County's Ebid site in order to respond to the above RFP.

1. To register, go to the City of Lincoln website [www.lincoln.ne.gov](http://www.lincoln.ne.gov)
2. Type “bid” in the search box, click on the “Supplier Registration” and follow the instructions to complete the registration.

Proposer must also complete and submit the electronic portion (Attributes and Line Item section) of this proposal on the Ebid system. Electronic submittal must be submitted before the closing date and time of this RFP. Failure to submit a written and electronic response will result in the rejection of the proposal.

#### **ALTERNATE PROPOSALS**

No Alternate Proposals will be accepted for this project.

#### **I. PROPRIETARY INFORMATION**

City of Lincoln and/or Lancaster County, NE Issued 2/21/2017 In furtherance of Neb. Rev. Stat. §84-712 et seq., all proposals or responses received may be subject to a public records request. Responses to public records requests may include the entire proposal or response. bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to State law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.

The City and/or County will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The bidder will be notified of the agency's decision. Absent a City and/or County determination that information is proprietary, the City and/or County will consider all information a public record subject to release regardless of any assertion that the information is proprietary. If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in nondisclosure. To facilitate such public postings, with the exception of proprietary information, the City of Lincoln and/or Lancaster County reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents.

Any individual or entity awarded a contract, or who submits a proposal or response to this RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the RFP being found nonresponsive and rejected. Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the City and/or County and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the City and/or County, arising out of, resulting from, or attributable to the releasing of the contract or the proposals and responses to the RFP, awards, and other documents in accordance with the state public records laws.

#### **J. RFP CLARIFICATION AND ADDENDA**

Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of RFP and related bid documents.

Proposers desiring clarification or interpretation of the Specification documents shall make a written request which must reach the Purchasing office to the attention of the contact name listed below at least five (5) calendar days prior to date and time for response receipt.

All inquiries regarding these Specifications or other proposal documents shall be submitted in writing, via email, to the contact name listed below at the City/County Purchasing office:

Name: Bob Walla  
Department: City/County Purchasing  
Email: [rwalla@lincoln.ne.gov](mailto:rwalla@lincoln.ne.gov)

These inquiries and/or responses shall be distributed to prospective proposers electronically as addenda via the Ebid system.

All inquiries regarding the submission of the proposal through the Ebid system or providing written instructions of the submittals may be made via email or phone to the City/County Bid Line in the Purchasing Office:

Bid Line Phone Number: 402-441-8103

Interpretations, corrections and changes made to the RFP or Ebid documents will be made by electronic addenda in the Ebid system. Oral interpretations/changes to Specification Documents made in any other manner than written form, will not be binding on the Owner; Proposers shall not rely upon oral interpretations.

Addenda are instruments issued by the Owner prior to the date for receipt of offers which modify or interpret the Specification document by addition, deletion, clarification or correction.

No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.

Proposers shall verify addendum receipt electronically in Ebid system prior to RFP closing or RFP may be rejected

#### **K. PRE-PROPOSAL CONFERENCE**

There will not be a pre-proposal conference for this RFP.

#### **L. PRICES**

All prices, costs, and terms and conditions outlined in “**Attachment 1 – Cost Proposal**”, and/or revised during negotiations shall remain fixed and valid commencing on the opening date of the proposal until termination of the contract / an award is made or the RFP is cancelled.



## **M. ORAL INTERVIEWS**

The Owner may determine after the completion of the Written Evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful Contractor.

In the event that interviews are conducted, all proposers may not be granted an opportunity to interview/present and/or give demonstrations; the Owner reserves the right, in its discretion, to select only the top scoring proposers to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the written evaluation.

1. The Owner will contact those short-listed proposers to schedule interviews.
2. Interviews will include a formal presentation and a question and answer session based upon subject matter provided by the Owner in advance of the interview.

The presentation process will allow the proposers to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Proposer's key personnel, identified in their proposal, may be requested to participate in the structured interview to ascertain their understanding of the requirements of this proposal, their authority and reporting relationships within their company, and their management style and philosophy. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the proposer, but the owner reserves the right to refuse or not consider the offered materials. Proposers shall not be allowed to replace their written proposal information by altering or amending the proposals in the interview process.

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

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

The Owner will contact the awarded contractor, by email, after all the interviews have been completed and the Owner has had sufficient time to discuss and rank the proposers.

## **N. AWARD AND NEGOTIATIONS**

The resulting contract from this RFP will be awarded to the proposer who has been deemed responsible, responsive to the requirements outlined herein, received the highest ranking scores, and whose services and/or products have been determined by the Selection Committee to be the most advantageous to the Owner.

Such determination that identified the highest ranked proposer offering shall be based on the selection committee's resulting scores from the evaluation criteria set forth in **Section IV.** and also proposers' performance in any oral interviews conducted.

The Owner reserves the right to make an award based on the "written evaluation" without holding oral interviews. Whereby, the scores from the "written evaluation" shall be the final ranking of the best qualified proposer.

The successful Proposer shall receive information from the Owner and/or meet with Owner's Representative(s) to negotiate an initial detailed work plan, finalize the scope of services and the Cost Proposal.

If the Owner is unable to arrive at a mutual agreement with the top ranked proposer, the Owner retains the sole right to move on to negotiations with the second (then third, etc.) ranked proposer. Contract to be executed will be based on a Cost Proposal/Fee Schedule with a "not to exceed total" for total expenditures agreed upon in negotiations.

## **O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS**

Proposer shall respond to the Attribute in Ebid regarding Sole Proprietorship and complete all documentation as required by the State of Nebraska as instructed.

**P. ETHICS IN GOVERNMENT CONTRACTING**

The Owner(s) reserves the right to reject proposals, overturn an award notification and/or terminate a contract if it is discovered that a Proposer commits or has committed ethical violations, such as but not limited to, the following offenses:

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

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

Proposer must include any deviations from the RFP on company letterhead and attach to the section as required in the Submittal portion outlined herein. Failure to include deviations will be interpreted to infer that proposer agrees to all terms as outlined in the Specifications and RFP documents with no exceptions.

The Owner reserves the right to accept or reject the deviations according to the best interests of the Owner.

Deviations that are not acceptable to the Owner and are not negotiable by the awarded proposer may result in rejection of RFP as Non-Responsive.

**R. ANTI-LOYBBYING PROVISION**

During the period between the advertised date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any City/County Elected Official or Owner Staff except in the course of Owner-sponsored inquiries, briefings, interviews, or presentations sent or provided directly to the City/County Purchasing Department

**S. SITE VISITATION**

Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance. The Proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

If the project is in a designated non-public area, Proposers are not allowed to visit the sites with the exception of a Pre-Proposal Meeting or upon written approval by the City/County Purchasing Department.

**T. REFERENCE CHECKS**

The Owner reserves the right to conduct and consider reference and credit checks. The Owner reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this RFP, the proposer grants to the Owner the right to contact or arrange a visit in person with any or all of the Proposer's clients. Unsatisfactory information obtained from any reference and/or credit checks performed may be grounds to reject a proposal, withdraw Intent to Award or rescind the award of a contract.

**U. ENTIRE AGREEMENT**

The resulting contract awarded shall constitute the complete and entire agreement between the Owner and the successful Contractor and supersedes any prior representations, understandings, communications, commitments, agreements or Proposals, oral or written that are not incorporated as a part of the Contract. See "Sample Contract" in the Attachment section of the Ebid system.

### III. PROJECT INFORMATION

Proposers are to review this section, prepare and submit a “Technical Proposal” outlining detailed responses to items **A. through E.** listed below. Submittals within **TAB 2** of the Proposal response shall correspond with this information.

#### **A. PROJECT ENVIRONMENT & REQUIREMENTS**

##### 1. SCOPE OF WORK

The Owners are requesting a full review of the current uses and professional evaluation of potential options for a replacement system or further use/upgrades of the current system. The Owners will utilize the information provided to determine how to proceed with a replacement or upgrade of the current system. Specific information related to determining if a commercial off-the-shelf solution currently is on the market which provides all the features and integrates information utilized by Owners as shown in Attachment A, B, and C. Does a replacement system exist which will allow a vendor to migrate all existing CJIS data into their system?

##### 2. PROJECT ENVIRONMENT

Vendor shall evaluate all system components of the current CJIS system and provide a detailed report indicating options that may be available as a replacement to the current system.

##### 3. PROJECT REQUIREMENTS

Vendors shall meet with Users and Administrators of the current CJIS system on an as-needed basis to fully understand the system and how it is utilized in each department. Meetings may be on-site with preference on video or conference calls in order to reduce cost.

#### **B. PROPOSED DEVELOPMENT APPROACH**

##### 1. PROPOSED RESOLUTION

Vendors shall develop results from investigation of off-the-shelf information systems and other options available for a seamless transition from the current system to a new system with equivalent or greater function.

#### **C. TECHNICAL CONSIDERATIONS AND CHALLENGES**

##### 1. TECHNICAL REQUIREMENTS

Vendor shall provide a preliminary report outlining the results of the study which will be approved by an Owner Representative prior to the final report being submitted. Vendor may be required to attend a public meeting with elected officials and other departmental staff to explain the report and provide feedback as-needed.

#### **D. PROJECT WORK PLAN, MANAGEMENT AND IMPLEMENTATION**

##### 1. WORK PLAN

Vendor must have a work plan in place to ensure the preliminary report is completed for review by the Owner Representative within 60 days from notice to proceed project and the final report is complete within 90 days of notice to proceed.

#### **E. DELIVERABLES AND DUE DATES**

1. Vendor must develop a detailed schedule of events in a timeline format to indicate they can complete the project on time and provide the deliverables as required.

## IV. EVALUATION AND SUBMITTAL INFORMATION

### A. SELECTION AND EVALUATION FACTORS:

Proposals that do not meet the minimum requirements as outlined herein and related Ebid attachments may be deemed non-responsive and may not be evaluated by the Selection Committee.

1. Proposals deemed to meet the requirements shall be evaluated by a Selection Committee and will be scored for each of the following areas to determine the selection of the proposer ranked "first":
  - a. Experience, Proposed Staff Management Approach and Subcontractors;
  - b. Technical Proposal;
  - c. Project Schedule;
  - d. Quality, Organization and Completeness of Proposal Response;
  - e. Cost Proposal; and
  - f. Oral Interviews (if necessary)
2. The selection criteria for the "written evaluation" is listed directly above in a. through e. and shall be the basis for an award or the determination for the proposers to be short-listed for personal interview.
3. If interviews are conducted, the scores from the "written evaluation" and "oral interviews" shall be added together for a cumulative total and final ranking of the best qualified proposer.
  - a. If interviews are not conducted, the scores from the "written evaluation" shall be the final ranking of the best qualified proposer.

### B. PROPOSAL SUBMISSION AND FORMAT (NON-COST AND COST FACTORS):

Proposer shall submit the requested number of proposal response copies and contents shall be presented in a quality manner that is clear and concise. **Proposal responses that do not contain each of the categories and items as listed below may be deemed to be non-responsive.**

Contents shall be placed in separate sections, properly organized in order by category as listed with each individual section tabbed and labeled as indicated.

Proposals shall be limited to eight (8) double-sided pages of content (excluding tabs, cover, title pages and appendices). Minimum 10pt Arial or Calibri font style and size, 8 ½ x 11 paper, single or double spaced.

The information being requested in each of the respective categories listed below in 1 through 5 shall be used as the primary basis in the determination of the Proposer's ranking in the "Written Evaluation".

1. Include the following documents within the Proposal Response - **(No TAB - Place these documents between the Front Cover and TAB 1 of the Proposal).**
  - a. Letter of Interest;
  - b. A summary of the following information about your company:
    - i. Company name, address and telephone number;
    - ii. Years established and former names of your company;
    - iii. Types of services your company is particularly qualified to perform;
    - iv. Average number of staff employed.
  - c. Any and all deviations from the RFP shall be declared on company letterhead with reference to the affected document(s) and section(s).
2. **EXPERIENCE, PROPOSED STAFF MANAGEMENT APPROACH AND SUBCONTRACTORS – (TAB 1 OF PROPOSAL RESPONSE)** – This section shall consist of the following information about each sub-category listed.



**a. Summary of Proposer's Experience:**

The proposer shall provide a summary matrix listing their previous projects similar to this RFP in size, scope, and complexity. The Owner will use at least two (2) and no more than three (3) narrative project descriptions submitted by the proposer during its evaluation of the proposal.

The proposer shall address each of the following:

- i. Provide detailed narrative descriptions to highlight the similarities between the proposer's past performance/experience and this RFP. These descriptions should include:
  - a) The time period of the project;
  - b) The scheduled and actual completion dates;
  - c) The proposer's responsibilities;
  - d) Company name (including the name of a contact person, a current telephone 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 proposer 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.
  - f) Current projects and estimated costs of each.
  - g) Any other specialized qualifications which your company might possess which would be of benefit to the project, related to the core requirements as listed.
- 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.

**b. Summary of Proposer's Proposed Staff Management Approach and Subcontractors**

- i. The proposer shall present a detailed description of its proposed approach to the management of the project.
- ii. The proposer shall provide information to substantiate that they have sufficient professional staff to meet proposed schedule. Proposer shall identify the specific professionals who will work on the Owner's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the Owner's 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.
- iii. The Proposer shall provide resumes for all key personnel proposed to work on the project. The Owner will consider the resumes as a key indicator of the Proposer's understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.

- iv. Resumes should not be longer than one (1) double-sided page. Resumes should include, at a minimum, individual's name, experience and length of service with the company, 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. Provide the qualifications of these individuals, including a summary of their experience with related work and their available capacity to perform this work.

Any changes in proposed personnel shall only be implemented after written approval from the Owner.

- v. Respective resumes for all key personnel to be used may be placed in the Appendix – TAB 4 of the Proposal Response. Resumes are not part of the total page count as listed in Section B.

**Subcontractors:**

If the Proposer intends to subcontract any part of its performance hereunder, the Proposer shall provide:

- i. name, address and email address of the Subcontractor(s);
- ii. list of specific tasks that will be performed by each Subcontractor(s)
- iii. percentage of performance hours intended for each Subcontract; and
- iv. total percentage of Subcontractor(s) performance hours.

**3. TECHNICAL PROPOSAL – (TAB 2 OF PROPOSAL RESPONSE)**

The technical proposal section submission shall include each of the items listed below – See information regarding these categories in Section III. – PROJECT INFORMATION.

- a. Understanding of the project environment and requirements;
- b. Narrative describing proposed development approach;
- c. Technical considerations and any potential challenges;
- d. Detailed project work plan, management and implementation to demonstrate assurance and competency in successful completion; and
- e. Deliverables and/or due dates; and

**4. PROJECT SCHEDULE – (TAB 3 OF PROPOSAL RESPONSE)**

- a. Proposer must include a detailed schedule of work, activities and confirmation of willingness and capability to meet the time requirements expressed in the scope of services.

**5. APPENDIX – (TAB 4 OF PROPOSAL RESPONSE)**

- a. Resumes to be submitted for qualifications of proposed key staff.

**6. “ATTACHMENT 1 - COST PROPOSAL” (COST FACTOR) – PLACE IN A SEPARATE SEALED ENVELOPE WITHIN THE RFP PACKAGE.**

**\*Important – Proposers MUST complete the “Attachment 1 – Cost Proposal” form found in the Attachment section of the E-bid system, following the instructions as indicated within the form the correct format and in its entirety. Proposers may attach additional documentation as required on company letterhead and place ALL Cost Proposal components in a separate sealed envelope within the hard copy, RFP package. The cost proposal shall not be marked as Proprietary.**

**1. PRICING SUMMARY**

The Cost Proposal shall present a total fixed price to perform all of the requirements of the RFP. The proposer must include details in the Owner's Cost Proposal template supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or Specifications of the goods and/or services to be provided, quantities,

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

The Owner 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.

**2. PRICES**

Prices quoted for products shall be net, including transportation and delivery charges fully prepaid by the contractor, F.O.B. destination named in the RFP. No additional charges will be allowed for packing, packages, or partial delivery costs.

- 3.** *Note:* The “Cost Proposal” is only one (1) factor in the selection criteria and evaluation process (including Oral Interviews).

## V. CONTRACT RESPONSIBILITIES

### A. INSURANCE REQUIREMENTS:

Prior to the execution of the contract resulting from this RFP, the successful Proposer will be required to provide proof of insurance that is compliant with the "INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS" as in the Attachment section of the E-bid system.

**Proposers are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to RFP closing date and time in order to expedite the contract execution process.**

### B. PERFORMANCE BOND

No Performance Bond is required for this project.

### C. BID BOND

No Bid Bond will be required for this project.

### D. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

### E. E-VERIFY

In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise 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 a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to [www.uscis.gov/everify.E-VERIFY](http://www.uscis.gov/everify.E-VERIFY).

### F. COOPERATION WITH CONTRACTORS

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

### G. PERMITS, REGULATIONS, LAWS

The Contractor must comply with all current Local, State and Federal requirements necessary to perform all duties and requirements of the resulting contract. The Contractor shall be responsible for obtaining and paying for all royalties, licenses, permits and approvals necessary for the execution of the contract. The Contractor guarantees that it has the full legal right to the materials, supplies, equipment, software and other items used in performing all aspects associated with the contract.



**H. MATERIALS AND WORKMANSHIP**

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by the resulting Contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under the RFP Specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary any defective work, material etc. if in the opinion of the department and/or Purchasing said issue is due to imperfection in material, design, workmanship or Contractor fault.

**I. INDUSTRY STANDARDS**

If not otherwise provided, materials or work outlined for the resulting contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

**J. DATA PRIVACY**

Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

The Proposer agrees to hold the Owner harmless from any claims resulting from the Proposer's unlawful disclosure or use of private or confidential information.

Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.

If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

**K. SITE RULES AND REGULATIONS (IF APPLICABLE)**

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

## **VI. TERMS AND CONDITIONS**

### **A. CONFLICTING TERMS**

To the extent other terms and conditions attached hereto conflict with the terms and conditions stated herein, the resulting contract agreement shall control.

### **B. CONTRACT DOCUMENTS**

The Contract Documents comprise the Contract, and consist of all documents contained in the E-bid and documents submitted by the proposer during the RFP process.

### **C. TERMINATION**

This Contract may be terminated by the following:

1. Termination for Convenience. Either party may terminate this Contract upon fifteen (15) days written notice to the other party for any reason without penalty.
2. Termination for Cause. The Owner may terminate the Contract for cause if the Contractor:
  - a. Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
  - b. Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
  - c. Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owner will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

### **D. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS**

In the event that funding is not available to continue with services as written, the Owner(s) reserve the right to cancel the contract for convenience with no financial obligation to the Contractor, Subcontractors or other stakeholders besides the amount due for services rendered prior to notice of cancellation.

The Owner(s) may terminate the resulting contract in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the Owner(s). In the event of unavailability of funds to pay any amounts due under the resulting Contract, the Owner(s) shall immediately notify the Contractor and the resulting contract shall terminate without penalty or expense to the Owner(s). Upon termination, the Owner(s) shall pay Contractor for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by the resulting Contract.

### **E. IMPLIED REQUIREMENTS**

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the RFP documents, shall be included.

### **F. CONTRACT MODIFICATION**

The resulting contract shall be modified only by the written agreement and approval of the parties through a contract amendment. No alteration variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties through a contract amendment. Every amendment shall specify the date on which its provisions shall be effective.

### **G. ASSIGNMENT**

The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the Owner.

### **H. LIQUIDATED DAMAGES**

No liquidated damages are associated with this project.

**I. LAWS**

The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

**J. SEVERABILITY**

If any provision of the resulting contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of the resulting contract shall be enforced to the fullest extent permitted by law.

**K. LIVING WAGE**

The Contractors agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July. This provision is only applicable to City of Lincoln projects.

**L. INDEPENDENT CONTRACTOR**

It is the express intent of the parties that the contract awarded shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owner and employees of the Owner shall not be deemed to be employees of the Contractor. The Contractor and the Owner shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owner's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

**M. STAFF QUALIFICATIONS**

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be the employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the awarded contract may result in termination of the contract or damages.

**N. OWNERSHIP**

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under the contract resulting from this RFP shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using department.

**O. CITY AUDIT ADVISORY BOARD**

All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/purchase order, as allowed by law. This provision is only applicable to City of Lincoln Projects.

## VII. PAYMENT AND INVOICING

### A. PROHIBITION AGAINST ADVANCE PAYMENT

Owner will not pay for services or equipment in advance of receipt and approval of such product or service throughout the term of the contract unless specifically listed in the final contract document.

### B. TERMS OF PAYMENT

Vendor may submit progress payments at 30 days and 60 days from notice to proceed, provided Vendor can prove work is progressing as required. Payment in full will be made by the Owner within thirty (30) calendar days after all of the following criteria is met:

1. The required labor has been performed and all equipment or other merchandise has been delivered;
2. Such labor and equipment and other materials have met all contract Specifications; and
3. An invoice with the unit price and total amount is submitted to the department and approved.

### C. TAXES AND TAX EXEMPT CERTIFICATE

The Owner is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.

The exception to this statement is the Water Division of the City of Lincoln. All service and supplies are taxable per Reg. 066.14A and no exemption certificate will be issued.

### D. INVOICES

Contractor invoices for payment of services and products must be sent to the appropriate department according to contract terms with all applicable information included to ensure proper billing and final payment. Invoices shall include the following:

1. Contractor's information:
  - a. Company Name;
  - b. Address; and
  - c. Phone number for billing inquiries.
2. Owner's information:
  - a. Name of requesting department;
  - b. Contact name;
  - c. Address
  - d. Phone number
  - e. Specific list of duties performed and rates charged.

Failure to provide invoices in this manner may result in late payment to the Contractor with no repercussion to the Owner.

### E. INSPECTION AND APPROVAL

This section does not apply to this project.

### F. PAYMENT SCHEDULE

The payment schedule for the project is tied to specific dates and deliverables as outlined in the awarded contract. Invoices may be submitted by the Contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved by the Owner's designee. A percentage of the total contract cost may then be invoiced based on the schedule.



**INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY  
AND PUBLIC BUILDING COMMISSION CONTRACTS**

Insurance coverage on this Contract will be required for the entities selected below

City of Lincoln     Lancaster County     Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.

This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

**THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN,  
LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION.  
FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY  
INCLUDE THE ENTITY ISSUING THE CONTRACT.**

**FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO  
OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS  
IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE  
REQUIREMENTS SET FORTH BELOW.**

**Insurance; Coverage Information**

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

**Certificates**

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

1. **Commercial General Liability**

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

1.1 **Additional Insured (Requires an Endorsement Form)**

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

1.2 **Automobile Liability**

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

1.3 **Garage Keepers / Garage Liability**

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than \$1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

1.4 **Workers' Compensation; Employers' Liability**

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

**1.5 Builder's Risk Insurance**

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

**1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights**

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

**1.6 Pollution Liability**

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

**1.7 Errors and Omissions; Professional Liability**

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

**1.8 Railroad Contractual Liability Insurance**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

**1.8.1 Railroad Protective Liability**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

**1.9 Cyber Insurance**

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.



2. **Cancellation Notice**

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. **Risk of Loss**

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

4. **Umbrella or Excess Liability**

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

5. **Minimum Scope of Insurance**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

6. **Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss

or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

**7. Reservation of Rights**

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

**8. Sovereign Immunity**

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

**9. Further Contact**

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.

RFP *QUOTE 5853*  
CONSULTANT SERVICES – CJIS EVALUATION  
COST PROPOSAL

Vendors must complete this form and attach additional documentation as required on company letterhead and place in a sealed envelope separate from the written or Ebid proposal as instructed in the Specifications.

TOTAL COST :\$ \_\_\_\_\_

Vendor shall place all information associated with the estimated final cost on the space provided below or include an attachment on Company letterhead with their Written Response , in a separate envelope, to be attached to the Response Attachment section of the Ebid response. The cost for CJIS Consulting Services will be an evaluation factor in the selection of a qualified firm.

Information to be included will be position title, proposed employee name, hourly rate and number of hours estimated to complete all tasks as described in the RFP document per employee. Vendors may include subcontractor information below or on a separate sheet. Subcontractor costs must also be included in the TOTAL COST above.

Hourly rates and other cost factors will be utilized in the negotiations for a final contract.

<u>Position Title</u>	<u>Name</u>	<u>Hourly Rate</u>	<u>Est. # Hours</u>	<u>Total</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Travel Expenses: \_\_\_\_\_

Overhead Expenses: \_\_\_\_\_

Other (Please Explain) \_\_\_\_\_

**Totals in this section must add up to the TOTAL COST above**

## CJIS USE BY DEPARTMENT - INFORMATION AND NOTES:

**COUNTY PUBLIC DEFENDER**

- 1) Verifying, names and dates of birth when entering persons involved. It is invaluable when merging our name files to make sure we have accurate info.
- 2) Looking up current addresses and phone numbers for clients and witnesses.
- 3) Looking up citations that have not been filed. There is no other means of finding this information.
- 4) We need to find the CJIS number for Defender Data to link to the jail photos accessible in the case file screen.
- 5) We also have access to the jail information through CJIS which allows us to look up all cases client is serving, including bond information, holds and release dates. I think we were given this access so we did not have to continually bother jail records.
- 6) The support staff uses it when opening cases to get the CJIS number and current address.
- 7) Our office manager uses it daily when determining whether to merge names in Defender Data. It also lists their akas.
- 8) Our office manager uses it when comparing old case numbers to verify in CJIS.
- 9) We use it to get the jail lists when they don't populate in Defender Data.
- 10) Our office manager uses it to look up other cases clients have that aren't Public Defender cases to verify various information.

**CITY PUBLIC WORKS**

Information from CJIS includes the type of crash (turning, rear end, side swipe, etc.); who was involved (pedestrians, bicycles, vehicles, etc.); injuries; if drugs and/or alcohol were involved; the location of the crash and its relationship to an intersection or mid-block; weather conditions (snow, ice); roadway construction; if an object was struck (street light pole, bridge, etc.) and if the crash occurred at a school crossing or railroad crossing.

This crash data establishes crash rates based on local information such as roadway design, traffic volumes and crash history specific to a roadway segment, intersection or mid-block location. The rates are used in the creation of our biennial crash report used to evaluate Lincoln's highest crash locations and areas with a high crash severity in an effort to reduce or alleviate these crashes.

NOTE: Based on our recent and on-going evaluation of statewide data and crash report information compiled by NDOT, in the near future PW&U will be using the crash database from NDOT for Lincoln crashes. NDOT is able to add additional data and value to the data as they receive individual crash reports from the involved parties.

**COUNTY COURT**

the court "pulls" information regarding citations into our system. The other use is that when we get payments or motions regarding citations not yet filed with the court, we check CJIS to see if we can find a future anticipated court date or may learn that prosecution has been declined.



## **JUVENILE PROBATION**

1. Research police contact history (both the contact screen and referrals/tickets) on both juveniles and their parents for our court reports or detention authorization decisions
2. Access to JDC records on CGIS main menu on juveniles in the Lancaster County Detention Center
3. Daily reports on detention admission/discharges are sent to our printer for tracking and data purposes.
4. Also, we research County Court records in the warrant tab.

## **ADULT PROBATION**

District #3A uses CJIS on a daily basis to perform our duties for the Lancaster County District and Lancaster County Courts by providing Presentence Investigations to the Courts to aid them in the sentencing of Defendants as well as providing supervision services should Defendants be sentenced to Probation. I have asked for input from some of my staff which is reflected below:

### Presentence Investigation Reports

"For presentence purposes, we use the 'Inquiry' tab for our local prior record. When setting up PSI files, this is always printed off. We also use the 'LPD' tab which prints off all contacts and arrests. However, you need a password for the 'LPD' portion and only certain people have that. The officers often go in and look up the 'Jail Booking Report' before they go to the jail to make sure their clients are still in jail (this is still printed off automatically on our printer up here on 3<sup>rd</sup> floor daily), however, the officers can look it up also. The 'Daily Population Sheet and Juvenile Reports' are also printed daily in the PSI Unit..."

### Supervision

"It is very useful when checking for new arrests, etc. If it is a ticket issued by LPD, it is usually on that system within a day, LSO and University Police also show up within a couple days, State Patrol tickets take longer. If you have to wait for the online Justice, you don't get anything until they have actually appeared in Court. It is also useful in that you can get an individual's record and dispositions without having to look up each individual case. And as Lynda indicated, being able to check for individuals either in or booked into jail is helpful."

"Okay, I like CJIS because I can put in the name and all of Lancaster County comes up to view or print. If I go into Justice, I have to click on each case to find out what charged with and disposition.

In essence, the staff of District #3A Lancaster County Adult Probation utilize all of the functions of CJIS which are:

Record Checks

Inquiry:

By Name

Citation Number

Case Number

LPD Contacts/Criminal History

Obtain LPD Ticket Listing

Lancaster County Jail Booking Report

Lancaster County Jail Daily Population Report

Reprint Juvenile Center Reports

View Jail Center Reports

Corrections Inquiry

In closing, we utilize all of the functions of CJIS to provide services to the Lancaster County and District Courts as well as providing supervision services to assist holding Offenders accountable, rehabilitation of Offenders, and enhancing community safety.

## **COMMUNITY CORRECTIONS**

### **Diversion Staff use of CJIS:**

- To Determine if cases are being prosecuted by the City or County Attorney, so paperwork goes to the correct office.
- To locate current addresses and phone numbers.
- Finding correct Court Dates, Times, and Courtrooms, as well as what they are set for (Arrestment, Docket Call, Trial, etc...)
- Looking up Final Dispositions to determine eligibility when completing background checks on new applicants.
- Tracking New law violations in Lancaster County for current Diversion clients.
- Finding the correct charges a client has pending against them when applying for the program.
- Finding violation dates to determine Statute of Limitations.
- Printing Police Reports to help determine appropriate requirements.
- To Determine if a client participated in Pre-Trial Diversion in Lancaster County previously.
- Finding Maiden names or Alias names when completing background checks.
- Finding Citation Numbers, Case Numbers.

### **Drug testing Staff use of CJIS:**

- I use the CJIS system daily to run reports on who is in custody and their charge to determine eligibility for the 24/7 Sobriety program.
- The reports I use most are ACHG and 247.
- I look up inmate names from the reports and use the mugshot photos to put in Justware so the techs can confirm who they are testing.
- There is often flags in the system that are helpful as well, mental health, needs interpreter, etc.
- I appreciate that I do not have to print most of the reports. There is an option to view on screen.

### **Pretrial and House Arrest:**

- CJIS (CFN) numbers of clients
- sentences of house arrest applicants
- criminal history/background checks
- traffic and criminal citations/citation numbers (for STOP)
- prior incarcerations of clients
- if someone is in jail or when they were in jail/booking history
- sentence credit
- active warrants
- fines owed
- demographics/address/phone #

There was a request by a staff member for drop downs or tabs to look at different fields/screens instead of code letters

And finally...

- Run reports regarding inmate lodging in various different formats to identify appropriate inmates for screening.
- Run reports on specific inmate who are serving sentences on specific charges. Pretrial status on specific charges.
- To access inmates booking questions and current charge detail.

- To access inmate disciplinary reports if relevant to risk.
- Run police contact reports.
- Run criminal history on potential clients.
- To see if inmates have had psychiatric contact in custody by viewing inputted appointments.
- To access self-help and programs inmates have participated in.
- To check inmate housing location.
- Check if a participant has had police contact or verify a broadcast.

### **Adult Drug Court**

- I mainly use CJIS to verify who is in custody
- look up and print out criminal histories.
- In Custody List – Difficult to search for names as you have to scroll through the page alphabetically and the screen gets to a point that you cannot scroll back. You then have to exit out of the screen and get back in and start over again.

Alex probably uses CJIS the most out of all of us. This is what he wrote:

- I like the speed of the program and the information I can get from it, but sometimes navigation can be troublesome – sometimes I'll get to a "dead end" and can't figure out how to return to a different screen (if it's even possible)
- I primarily use it to get basic demographic/license/record information on applicants,
- to check offense dates on their charges.
- it would be useful if navigation commands were clearer.

### **LANCASTER COUNTY SHERIFF**

- Records management system for all law enforcement records (i.e. create, edit, view incident reports, additional case information reports, supplemental reports, intel/field interview reports, property reports, tow reports, coroner reports, citations, etc.)
- Integration with State's online accident reports
- Case file document upload for outside records
- Master name index listing physical characteristics, address, phone number, all contacts, all arrests, caution flags, wanted/missing person flags, firearm registrations, vehicle registrations, etc. (shared)
- Local wanted person / vehicle database
- Hot sheets of wanted persons / vehicles
- Known associate linking
- Comprehensive search capabilities: names, phone numbers, addresses, vehicle license plate / registration, etc.
- Public criminal history report generator
- Bulletin board
- Case or person subscriptions for automatic notifications of activity
- Comprehensive case management
- Criminal interdiction app / database (tracking of traffic stops, seized assets, forfeitures, etc.)
- Asset forfeiture database for state reporting requirements
- Pawn database (shared)
- Inmate booking and tracking app (shared)
- Civil process app- full lifecycle/workflow management of civil process operations
- Arrest warrant app- full lifecycle/workflow management for county, district, and juvenile court warrants
- Protection order app
- Prisoner transport app- full lifecycle/workflow management system for in-state and nationwide extraditions

- DMV vehicle title inspection app/database
- Hall of Justice building security screening entrance app (visitor log, contraband database, etc.)
- Integration with jail book in photos
- Comprehensive reporting capabilities for computer aided dispatch (CAD) info, accident data, offense data, citation/arrest data, etc.
- FBI Uniform Crime Reporting app
- Comprehensive employee database
- Agency phone directory
- Employee time/attendance, scheduling, and payroll report app
- Employee sign in/out app
- Employee in-service training records
- Recruit field training officer (FTO) system
- Automated press releases
- Internal agency memo generator/database
- Agency-wide asset / inventory / equipment tracking system
- Racial profiling traffic stop data submission app
- Use of force form app
- Open door file for businesses
- Canine app / database to track training, incidents,, etc.
- Sex offender registration database
- Handgun purchase certificate database
- off duty/extra duty management system
- NCIC interface for automated license plate readers (LPRs)
- Custom, on-the-fly report generator for virtually any data contained in the system
- Red light permit database
- Handgun purchase certificate database
- Connection to UNL Police reporting system to display case reports, Justice system for courts interaction, NCJIS for state wide information, etc.

## **LINCOLN POLICE DEPARTMENT**

This list parallels the LSO list, but is NOT all inclusive-there are differences between the two lists. NOTE: There may be functions not listed and may expand when identified. Many of the items of the list reside in "shared" files, available for viewing by other agencies, while some are strictly exclusive to a department.

- Records management system for all law enforcement records (i.e. create, edit, view incident reports, additional case information reports, supplemental reports, intel/field interview reports, property reports, tow reports, citations, etc.).
  - These can be open or confidential and can changed between either choice
  - Report review portals for select, at need, outside agencies
- Integration with State's online accident reports for entry and pdf retrieval.
  - Shared with Traffic Engineering Division of Public Works.
  - PDF's of each accident are stored for agency and public use.
- File document upload for outside records for case file (PDF and or text based files)
- Master name index listing physical characteristics, address, phone number, all contacts, all arrests, caution flags, wanted/missing person flags, gang indicators, firearm registrations, vehicle registrations, ETC. (shared)
- Local wanted person / vehicle database
- Hot sheets of wanted persons / vehicles
- Known associate linking
- Comprehensive search capabilities: names, phone numbers, addresses, vehicle license plate / registration, etc.
- Public criminal history report generator
- Bulletin board
- Case or person subscriptions for automatic notifications of activity; internal and external



- Comprehensive case management; follow-up, report review/case review
- Pawn database (shared)
- Link to jails Inmate booking and tracking app (shared)
- Interface with the State Justice system; uploading citations and arrests; importing dispositions and other court related information
- Arrest warrant app- filing and retrieval
- Integration with Data Works software for jail book-in photos
- Comprehensive reporting capabilities for computer aided dispatch (CAD) info, accident data, offense data, etc.
- FBI Uniform Crime Reporting app
- Comprehensive employee database
- HR information/data files: agency phone directory; scheduling time/attendance for both on and off-duty jobs; printed and on-line employee rosters, department calendar showing daily events, room scheduling screen/app, planning screen for schedule changes, training scheduling screen and minimum staffing logging
- Employee sign in/out app
- Employee in-service training records including an interface with PowerDMS training records
- Recruit field training officer (FTO) system
- Automated press releases
- Agency-wide asset / inventory / equipment tracking system
- Racial profiling traffic stop data submission app
- Use of force form/pursuit data app
- Open door file for businesses from Fire Department
- Canine app / database to track training, incidents,, etc.
- Sex offender registration database
- Off duty/extra duty management system
- NCIC interface for automated license plate readers (LPRs)
- Custom, on-the-fly report generator for virtually any data contained in the system
- Property System: evidence and physical property containment and information for LPD, LSO, UNL.
  - All reports are generated on-line, a PDF of each is produced at entry and also displayed in case report listing.
  - Towed vehicle property reports are automatically emailed to the Tow lot at the time of creation
  - Chain of custody screen to track evidence movement is maintained.
- NFIN interface: We provide a daily upload of name information to NSP for indexing of who is in our system
- Forms Library: an extensive library for department forms (fillable and/or printable)
- Public online IR: citizen entered incident reports for certain crimes
  - Anonymous online reporting of sexual assaults
- INCIDENT REPORT: IR's are generated online by offices from the field (currently UCR formatted)
  - Will need modified to the files for NIBRS+ reporting if State mandates continue
- ACI's (additional case information reports) are also generated online
- Most reports are viewable via HTML pages – need HTML interface capability
- Public Access: the public as the ability to access reports related to:
  - Daily Calls
  - Crime Statistics
  - The ability to obtain a public criminal history report (paid)
  - Arrest Warrants
  - Stolen items
  - Register a bicycle or gun
  - Scrap dealer and pawn shop sales (persons who pawn or scrap listing)
- Open Data Portal: A city wide initiative to provide relative statistics to the public via CSV files to assist in research or other data needs. CFS, Incident report data, arrest/citation data, use of force, etc.

- Information Report System - LPD/LSO/UNL to document information/intelligence associated to field contacts and information. Some access is restricted due to federal regulations.
  - Ability to upload and store images associated to these reports
- Automatic record/data transfer – Machine based automated functions (accident report transfer; automated time-based program operations)
- Internal records management for team functions, supervisory links, vehicle check-out, stolen property reports, liquor license info.
- Email for file transfer capability for report transfer

There are likely other functions not included on this list, although they may less used or operate in the background. The list shows the primary functions

### **LANCASTER COUNTY ADULT DETENTION FACILITY**

See last page of Attachment C for information

### **COUNTY YOUTH SERVICE CENTER**

YSC utilization would be like that of the County Adult Detention Facility

### **CITY OF LINCOLN PARKING SERVICES**

- \* LPD tows involving scofflaws and/or parking violations
- \* Historical data or address information

### **CITY ATTORNEY'S OFFICE – PROSECUTION DIVISION**

Data Inquiry - Central Repository of Information  
 Law enforcement contact / citation / reports / property / documents  
 Officer Availability  
 Corrections booking / lodges  
 All related information regarding an individual

Data Inquiry – JUSTICE Interface – Lancaster County Court Information  
 Docketing information  
 Hearing Schedules  
 Dispositions

Data Inquiry – COUNTY TREASURER'S Interface  
 Vehicle registration in Lancaster County

Data Entry  
 Charging

Document/Form Generation  
 Complaint  
 Motion for Continuance  
 Motion to Dismiss  
 Motion to Revoke Probation  
 Subpoenas  
 Trial Coversheets

## Letters

### Discovery Responses

Central electronic point - LPD reports; DUI packets; property reports - in addition to Digital Crime Scene; Arbitrator; and Watchguard – gathering; collecting; reviewing; and producing

### Reporting

Daily court sheets for arraignments, trials, adds by date, time, location  
Criminal Histories  
Statistics

## COUNTY ATTORNEY

### CRIMINAL

- **Name Information** data all currently given especially to current & past address/ Immigration & Naturalization Service (INS) # or ICE # / Employment info / Photo (ability to print photo) / LSO Sex Offender Registration forms / All Contacts with law enforcement
- **Criminal History**
- **Police Reports:** “Print All” Reports; include Line # on reports; 911 call CAD #
- **Jail & Book-In Data** same as provided on current CC inquiry.
- **Reports**
  - **\*\*Fingerprint card Report**– print out sheets and data entry
  - Jail Population
  - Daily Jail List Reports & Book In Reports
  - Personnel reports – all law enforcement agencies
  - Justice/CJIS interface reports
  - Trial sheets
  - Reprint Reports
  - Property Report # inquiry to obtain corresponding police report #
- **\*\*Document Processing** (traffic cases)
- **\*\*JUSTICE/CJIS Interface functions** – citations
- **\*\*Printer Control** - Trouble shooting menu for report printer\*
- **Civil Process Inquiry** – reason for not being served; address being served
- **Officer Availability** for all law enforcement agencies
- **\*\*Court notifications** – all law enforcement agencies
- **\*\*Citation** – Entry/Update & Prosecution charging
- **\*\*Statute Table** – Entry/Update & Print Reports

### Juvenile

- **Juvenile Name Information** data to also include current & past addresses / parent information / school information / gang involvement / interpreter needs /
- **Police Reports**
- **Criminal history**
- **Juvenile referrals** – ability to inquire / print / dispositions

### CHILD SUPPORT

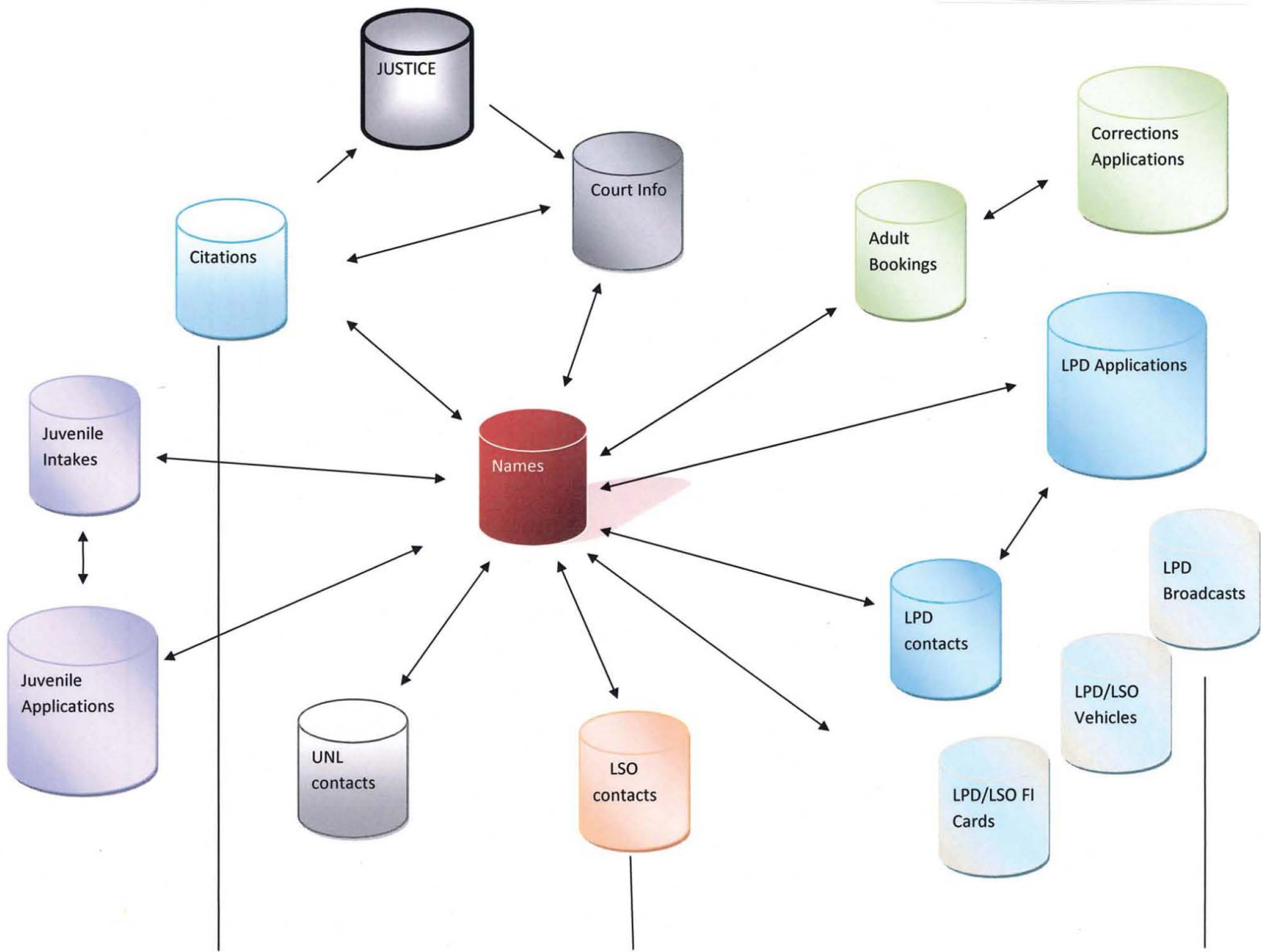
- **Name Information** data to also include physical description / current & past address/ Immigration & Naturalization Service (INS) # or ICE # / Employment info / Photo (ability to print photo)
- **Access to police reports** – location of arrest; names of friends & associates; vehicle information
- **Jail Population Report**
- **Jail Book In Report**

- **Bond Report (bonds held)**
- **Book-In History** to include:
  - List of cases subject is in jail for
  - Type of bond that subject posted
  - Release Date from jail; including future/multiple release dates/if released to another county
  - Medical information, emergency contact info on admission to jail
- **Upcoming hearings** for a subject
- **Civil Process** - On line lookup of Sheriff Returns.

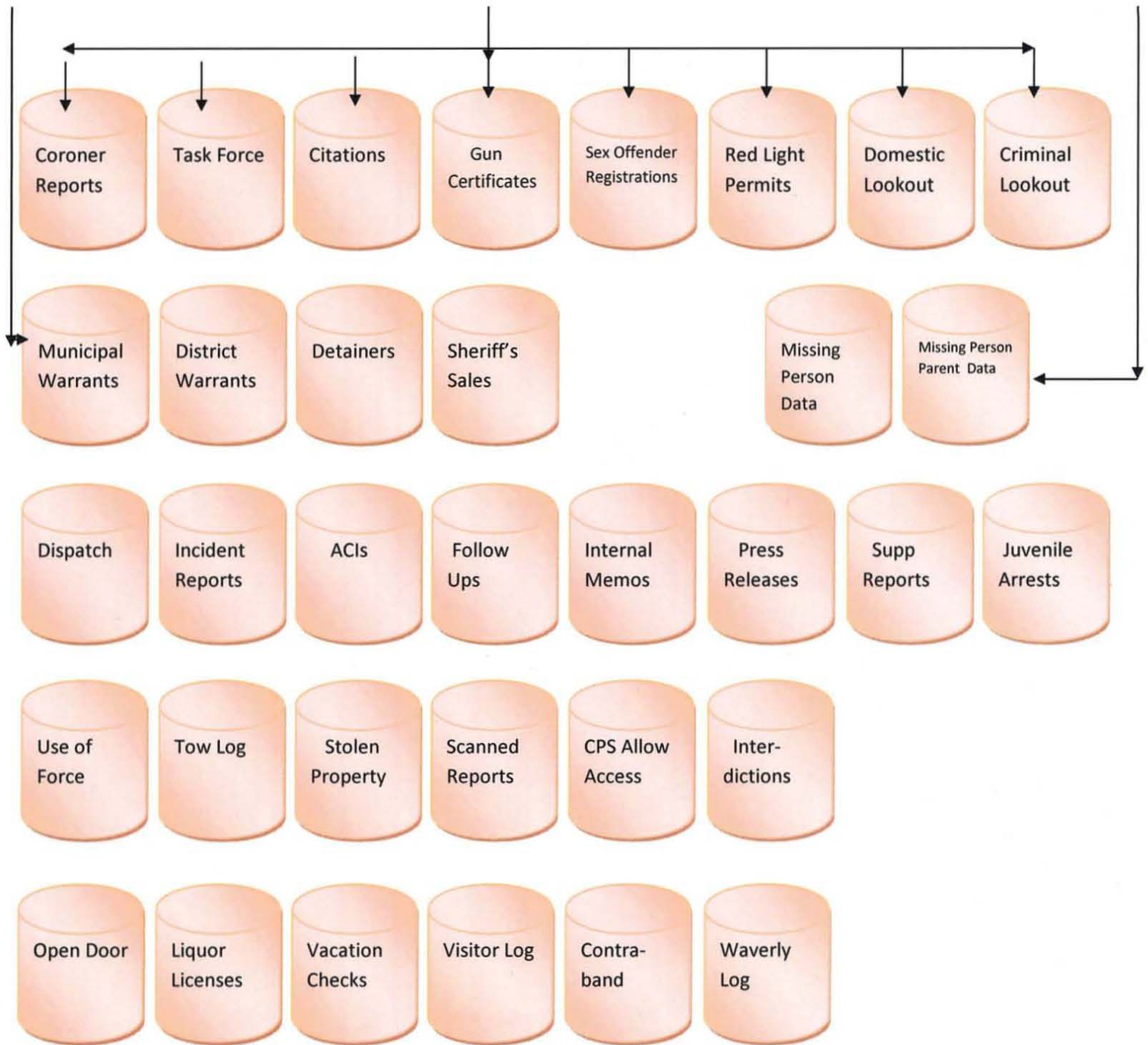
### **COUNTY HUMAN SERVICES**

- Locate youth who do not attend court;
- Assessment database and electronic monitoring databases are a webshell off of CJIS – where CJIS prefills info into our database and we have the ability to update contact information in CJIS for law enforcement; and
- Contact information and youth aid referral (citation) verification for juvenile diversion program.

Attachment B







Coroner Reports

Task Force

Citations

Gun Certificates

Sex Offender Registrations

Red Light Permits

Domestic Lookout

Criminal Lookout

Municipal Warrants

District Warrants

Detainers

Sheriff's Sales

Missing Person Data

Missing Person Parent Data

LSO Cases

Dispatch

Incident Reports

ACIs

Follow Ups

Internal Memos

Press Releases

Supp Reports

Juvenile Arrests

Use of Force

Tow Log

Stolen Property

Scanned Reports

CPS Allow Access

Inter-dictions

Stand Alone

Open Door

Liquor Licenses

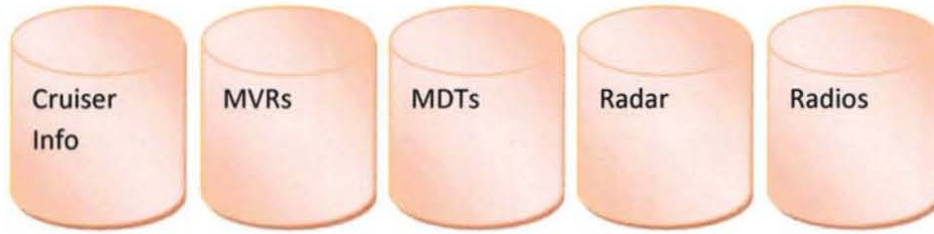
Vacation Checks

Visitor Log

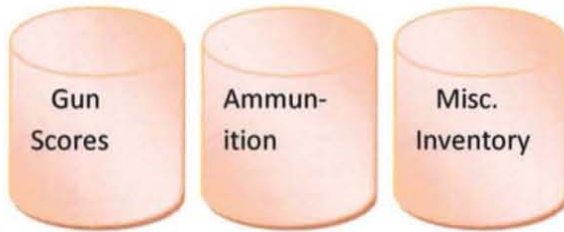
Contra-band

Waverly Log

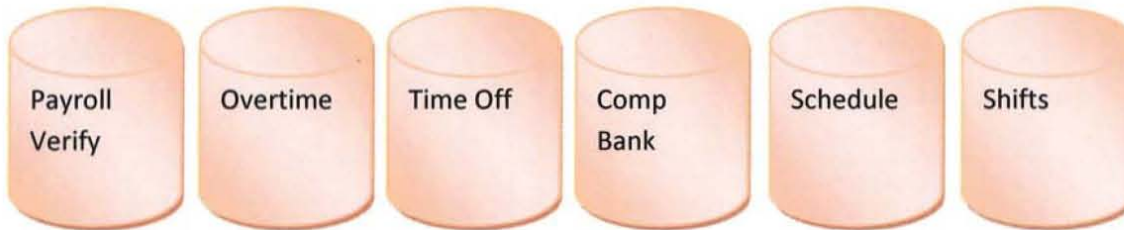
Inventory tied  
To Cruisers



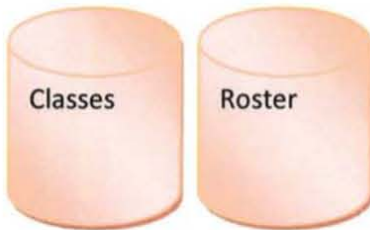
Inventory tied  
To Employees



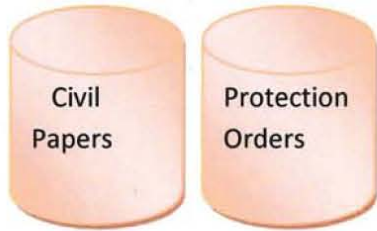
Payroll



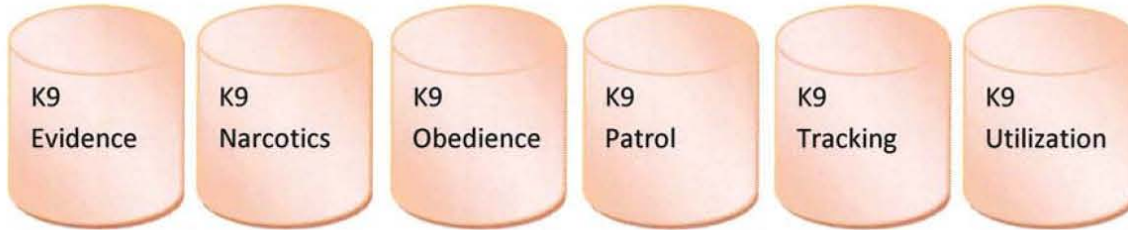
Training



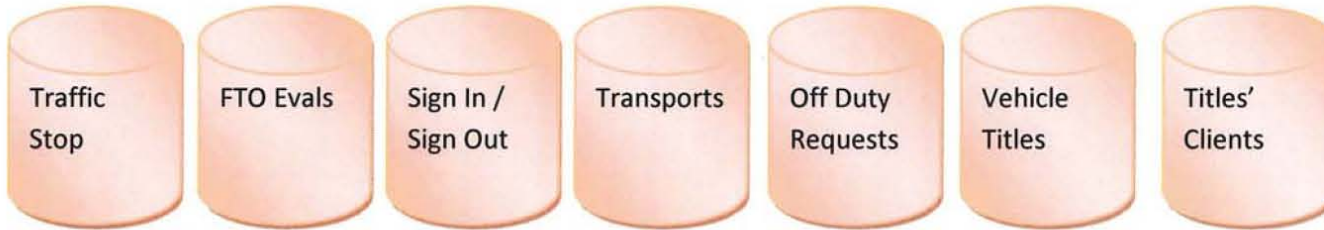
Civil



K9s



Misc.





## Admissions:

- Allow quick admission using limited data until full admission can be done later
- Capture initial medical/mental health screening at time of intake
- Allows all outside CJIS users to inquire booking history for an individual
- Capture current charges – creating historic data of individual charges over time

## Classification

- Log individual classifications performed on each inmate using data available from within the IMS and from the CJIS agencies outside of Corrections
- Calculates next classification date and type and notifies staff when due
- Special management classification and reviews
- (Tracks inmate Workers eligibility) Assignment tab for inmate workers.

## Charges

Inquiry allows you to:

1. View charges
2. The status of a charge
3. Bond amount
4. At which court the case can found at (County/District)
5. Docket and page (case number)
6. Release date if sentenced
7. Bond conditions if applicable

Inquiry Detail allows you to view:

1. Court dates
2. Sentence details

Charge Entry is the physical entry and details of defendants charge(s)

1. PSN of the person entering the charge
2. The charge
3. FTC (fail to comply amount) has to do with warrant where defendant failed to pay a fine.
4. The type of charge: warrant, citation, sentencing, outside warrant, outside sentence, hold, remand
5. Law Enforcement case number
6. Law Enforcement citation number
7. Jurisdiction: County, District, Agency such US Marshal
8. County Case number
9. District Case number (all data retained as the case proceeds through the court system.
10. Bond type if applicable: Percentage, Full cash, hold for court, personal recognizance, release without bond
11. Bond Amount



12. Disposition of case: Pre-Trial, Arraigned, Sentenced, Bound over, Fines served, time served, dismissed, etc. Long List and the disposition changes as the case progresses.
13. Arraignment date, time, court & room
14. Next court date, time, court & room. This is updated until the defendant is sentenced or released.
15. Court receipt. When a fine or bond is posted at the court we put their receipt number here for documentation.
16. Trial Date
17. Sentencing date
18. Prisoner Accounting. This changes as the defendants case moves from pre-trial to sentenced or changes custody to an outside agency.
19. House arrest eligibility as governed by the Judge
20. Comments: use to track the case in a running log, provide notes and instructions regarding release.
21. Notes for Release. These must be read and acknowledged before defendant can be released.
22. Sentence start date
23. Fine Days Option. This is dependent on the date of the final disposition. Option 1 calculates fines at \$60/day, option 2 at \$90/day and option 3 at \$150/day
24. The sentence for each count on a case is entered (currently have 5 available, need more!). This broken down by length-numeric entry, type: hour, day, month, year and if the count is to run consecutive or concurrent. The first count is always an (S) for consecutive.
25. Based on the formula good time is calculated and subtracted
26. If there is any credit to apply it subtracted after the good time is calculated to give the release date.
27. If the defendant loses good time due to disciplinary action, those days are subtracted from the goodtime and the number of days are noted under GT Loss.
28. The amount of the fine is recorded along with any payments made toward the fine or the non-waiverable cost.
29. Fines can be deferred or converted to community service.
30. Some defendants may also need to have a Post Release Supervision End Date calculated.

Based on the entry of these fields multiple reports are generated and bonds created.

#### **Rounds**

Electronic time stamping of locations checked using a wireless hand held device  
Accounts for staff presence in a defined area

#### **Discipline**

Connects reports with minor and major rules violation while incarcerated.  
Historic Data base of discipline history  
Information is transferred to classification for housing reviews, initial classifications, PSI

## **Laundry**

Check in/out procedures for county property – Tracks laundry, out to laundry, into laundry, back to pod/dorm. Special notes if laundry was not washed and why. 24 hour list. After 24 hours inmate will appear on list. Inmate will be removed from the list once a laundry bag is assigned to the inmate. Identifies laundry bags to individual inmates using a scanning system. Identifies clothing sizes (Uniform:, Shoe:, Underwear:, Bra:, from intake screen. Keeps a Bag history- Allowing us to track how many times the inmate has completed laundry pass. How many bags have been issued to the inmate? Keeps record if the laundry bag was sent to the wrong unit.

## **Inmate Schedule/Workers**

Connects inmates with scheduled work assignments, nurse calls, appointments – notifies staff of upcoming appointments

## **Passdown Logs**

Pertinent information can be disseminated per area, shift, post of groups (Officers, Sergeants, and Lieutenants)

## **Work Release**

Allows quick access to judge ordered work release times and dates, modes of transportation and billing schedules.

## **Counselor Referrals**

Allows for quick notifications of concerns based on inmate behavior

## **No Contacts**

Enter logs for no contacts / bond restrictions. Keeps record of current and past no contacts.

## **Medical**

Provides information from our medical staff  
Dietary information for meals  
Allergies  
Information given during intake  
Work restrictions  
Work assignment eligible  
Housing restrictions  
Observations  
Restrictions before release

## **Property Log**

Provides a detail list of logged property

- Bin number

- Slot number
- Bag/zip tie history
- Bin/Slot history
- Item details
- Who logged the information
- When it was received / released
- Information on hazardous items
- Butane lighter log and release
- Jail issued items distributed / returned

### **Room Transfers**

Transfers inmates from housing areas (Cells/Bunks) for count sheets. This also auto populates inmate worker bunks. If an inmate is room transferred to bunk G1 #1 that inmate will be assigned in the classifications screen to 3rd shift booking cleaner. If that same inmate was removed from a workers bunk and room transferred to a non-worker bunk. The classifications screen would be updated so the inmate would not be assigned to a worker position.

### **Physical Movement**

Transfers and tracks inmate movement around the facility. Scanning inmate wrist bands to assist with movement. Helps generate accurate counts sheets. Out to laundry – Kitchen, so on.

### **Inmate Schedule/Workers**

Connects inmates with scheduled work assignments, nurse calls, appointments, work and treatment release – notifies staff of upcoming appointments, auto populates schedules in the IMS for work assignment,

### **Investigative Reports**

Provides the ability to document and store written documents of incidents involving staff and inmates. Able to categorize each report to a housing area, inmate, or areas around the facility. Area to apply discipline.

### **UA Testing**

Enter and track urinary test results for inmates.

### **Special Management**

Workers with the inmate's classifications. Logs special management concerns. More restrictive housing review. List referrals for mental health or behavioral concerns. Able to review special management history per inmate.

### **Staff Training**

Able to use all functionalities on a test sight, without making terminate changes

### **Transport**

Able to add/remove/update appointments. Search able appointments by daily weekly monthly calendar. Assignment of appointment by PSN

### **Programs**

Inmate attendance for all programs offered is logged into the Programs screen, allowing an accurate record of program attendance to be maintained for each inmate. This tab is also used by operations staff to log the following: yard time, telephone time, hair cut/clippers, activity time, clean-up time, showers, meals declined, blanket exchange, yard restriction, correspondence time, CPAP cord issues, strip searches, and newspaper reading. Data

entered under this tab is compiled to create comprehensive monthly programs reports and to print program attendance specific to an inmate at the request of the inmate, their attorney, or Probation.

**Referrals**

A way for security staff to communicate and document behavior issues with mental health staff, allows for quick notifications of concerns based on inmate behavior.

**Maintenance Log**

Enters and tracks Maintenance request. Allows Maintenance supervisor to assign staff to handle each request. Logs when it was completed

**Release**

Allows for a prerelease to take place. Clears all charges, money, property. Allows for a final release, after all prerelease preparation has been completed.

**ADDENDUM #1**  
**Issue Date: 5/1/2018**  
**QUOTE RFP 5853**  
**FOR**  
**CJIS Consultant Services**

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarifications, or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section of the Ebid.

Be advised of the following changes to the specifications and bidding documents

1. Given the short response time, will the City/County consider accepting electronic proposals (in PDF Format) only?  
**Answer: The RFP submittal date has been extended. All documents shall be submitted as requested in the RFP document.**
2. Reference RFP, page 1. "The Criminal Justice Information System (CJIS) is a comprehensive fully-integrated electronic information management system shared by three primary criminal justice agencies and approximately 8 peripheral agencies.." The next paragraph states, "Current users of the system include County Attorney, City Attorney, 911 Center, University of Nebraska-Police, Lincoln Police Department, Lancaster County Sheriff's Office, Adult Probation, Community Corrections, County Court, Human Services, Juvenile Probation, Public Defender, Public Works, Urban Development, County Corrections, County Attorney, and Youth Services."
  - a. Which agencies are the "three primary criminal justice agencies"?  
**Answer: Lincoln Police, County Sheriff, County Corrections**
  - b. Which agencies are the "approximately 8 peripheral agencies"?  
**Answer: County Attorney, City Attorney, 911 Center, University Police, Adult Probation, Community Corrections, County Court, Human Services, Juvenile Probation, Public Defender, Public Works, Urban Development, County Attorney and Youth Services.**
  - c. Which agencies contribute information to CJIS?  
**Answer: The majority of information is contributed by Lincoln Police, Lancaster County Sheriff, and Lancaster County Corrections. A limited amount of information is contributed by City Attorney, County Attorney, University Police, and Youth Services.**
3. Please describe the governance structure for this project, including executive ownership, key stakeholders, and project management.  
**Answer: See 2a above for list of agencies.**
4. What is the budget for this consulting engagement?  
**Answer: Budget amounts are not given for the project. All respondents are asked to provide their estimated cost on the Cost Proposal sheet provided.**
5. Given the short response time and the hardcopy mailing requirement, will the City/County consider a one-week extension for proposals?  
**Answer: RFP has been extended.**
6. What are the City/County's top 5 concerns related to the existing CJIS?  
**Answer: The focus of this RFP's scope is to determine if a product exists in the marketplace that is as capable, or more capable, than CJIS. It is not about evaluating the status of the current system.**



7. How well is CJIS meeting the City/County's current business needs?

Answer: Very well

8. Are there business needs that are not currently being met by CJIS?

Answer: The current RFP is intended to identify whether a system exists in the marketplace that is as good, or better, than the current CJIS system.

9. Does the City/County anticipate future business needs that may not be met by the existing CJIS development platform and operating system?

Answer: See answer to question eight.

10. Have CJIS business requirements been documented for the system components? Is there any other documentation that describes the features and functions of each CJIS module?

Answer: All documentation associated with the current CJIS system will be provided to the consultant when the project begins.

11. What are the current integration technologies or protocols used to interface CJIS with the following systems, and are the interfaces real time or batch?

- a. JUSTICE (State courts system)
- b. NCJIS (Nebraska Criminal Justice Information System)
- c. TriTech (CrimeView)
- d. PSSI (computer-aided dispatch system)
- e. NDOT (State Department of Transportation--accident reports)
- f. DataWorks Plus (mug shots)
- g. NFIN and
- h. PowerDMS

Answer: The scope of this RFP is to determine if products exist in the marketplace that can successfully make these functional interfaces. If such products exist, documenting how those interfaces are made (batch or real time) is appropriate for this project.

11. Which City/County agency is the principal sponsor of this project?

Answer: The City/County Information Services department will be the lead contact during the consulting process in partnership with Police, Sheriff, and Corrections.

12. Is the City/County willing to form a short-term steering committee during the project that is made up of 4-6 upper-management leaders representing all of the major stakeholders of CJIS? The committee would need to meet once a week with Vendor for no more than 1 hour during the project. (This strategy helps with project sponsorship, governance, and communication and is essential to the success of the project.)

Answer: Vendors may propose any type of process necessary to complete the project as described. The Selection Committee will evaluate the process and determine how it meets the requirements of the RFP.

13. After the kickoff meeting, we will leverage teleconferences or video conferences to minimize travel costs. Does the City/County have teleconference/video conference services that will be available, or should we include these services in our costs?

Answer: The City/County has technology available for teleconference and video conferences.

14. Will the City/County please extend the due date for the proposal to Monday, May 7, 2018 to give time for the hard copy proposals to arrive?

Answer: RFP has been extended.

15. Should the consultant determine that the current CJIS System needs to be replaced, would a competitive solicitation be released? If so, when would this be planned for?  
*Answer: The City/County will utilize the information gained from this RFP to determine what steps to take next including an RFP for a new system if one is available that meets all of the needs of the current system. No timeline is in place for a solicitation at this time.*
16. What are the main issues with your current in-house CJIS that has led to the need for an evaluation?  
*Answer: Possible concerns about the long-term viability of the application software environment and hardware operating environment; concerns about the long-term viability of maintaining adequate technical staff support.*
17. What are a few major features/capabilities that you would want a new or upgraded CJIS to have?  
*Answer: See answer in question eight.*
18. Should you replace/upgrade this system, what do you estimate the cost of this project being and where would funding come from?  
*Answer: This question is not applicable to the RFP.*

**END OF ADDENDUM**



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC#: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY MARSH & MCLENNAN INS AGCY LLC/PHS		NAMED INSURED MANAGEMENT TECHNOLOGY GROUP, LLC DBA MTG MANAGEMENT CONSULTANTS, LLC 810 3RD AVE STE 600 SEATTLE WA 98104	
POLICY NUMBER SEE ACORD 25		EFFECTIVE DATE: SEE ACORD 25	
CARRIER SEE ACORD 25	NAIC CODE		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

City of Lincoln Lancaster and Lancaster County is an additional insured, waiver of subrogation applies and coverage is primary and non-contributory per the Business Liability Coverage Form SS0008 attached to this policy. General Liability aggregate limits apply per project per endorsement SS0433, attached to this policy. Notice of Cancellation will be provided in accordance with Form SS1223, attached to this policy.



# CERTIFICATE OF LIABILITY INSURANCE

MRN  
R054DATE (MM/DD/YYYY)  
7/3/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH & MCLENNAN AGENCY LLC/PHS 543148 P: (877) 616-7474 F: (888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (877) 616-7474 FAX (A/C, No): (888) 443-6112	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> MANAGEMENT TECHNOLOGY GROUP, LLC DBA MTG MANAGEMENT CONSULTANTS, LLC 810 3RD AVE STE 600 SEATTLE WA 98104	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Multiple Companies	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		
<b>NAIC#</b> 0091		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	54 WBC CN4176	08/20/2017	08/20/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Waiver of Subrogation applies in favor of City of Lincoln and Lancaster County per Waiver of our Right to Recover from Others Endorsement WC000313, attached to this policy.

**CERTIFICATE HOLDER****CANCELLATION**

City of Lincoln and Lancaster County 555 S 10TH ST LINCOLN, NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susan J. Castaneda</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER  
FROM OTHERS ENDORSEMENT**

**Policy Number:** 54 WBC CN4176

**Endorsement Number:** 06

**Effective Date:** 07/02/18      Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** MANAGEMENT TECHNOLOGY GROUP, LLC

401 2ND AVE S STE 240  
SEATTLE, WA 98104

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

CITY OF LINCOLN  
AND LANCASTER COUNTY  
555 S 10TH ST  
LINCOLN, NE 68508

Countersigned by \_\_\_\_\_  
Authorized Representative



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLICY CHANGE

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

**Policy Number:** 72 SBA TS3816 DX

**Named Insured and Mailing Address;** MANAGEMENT TECHNOLOGY GROUP, LLC  
DBA MTG MANAGEMENT CONSULTANTS  
810 THIRD AVE STE 600  
SEATTLE WA 98104

**Policy Change Effective Date:** 07/02/18

**Effective hour is the same as stated in the  
Declarations Page of the Policy.**

**Policy Change Number:** 005

**Agent Name:** MARSH & MCLENNAN INS AGCY LLC/PHS  
**Code:** 165836

### POLICY CHANGES:

HARTFORD CASUALTY INSURANCE COMPANY

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

BUSINESS LIABILITY OPTIONAL COVERAGES ARE REVISED

ADDITIONAL INSURED IS CHANGED TO READ:

LOCATION 002 BUILDING 001

ADDITIONAL INSURED #1 - OWNERS, LESSEE OR CONTRACTORS IS REVISED

FORM SS4170

NAME CITY OF LINCOLN AND LANCASTER COUNTY

ADDRESS 555 S 10TH ST LINCOLN, NE 68508

PRO RATA FACTOR: 1.000

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

**Form SS 12 11 04 05 T**  
**Process Date:** 07/03/18

**Page 001** (CONTINUED ON NEXT PAGE)  
**Policy Effective Date:** 06/01/18  
**Policy Expiration Date:** 06/01/19

# POLICY CHANGE (Continued)

**Policy Number:** 72 SBA TS3816

**Policy Change Number:** 005

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:  
SS 41 70 06 11

IH12001185 ADDITIONAL INSURED - PERSON-ORGANIZATION

POLICY NUMBER: 72 SBA TS3816

CHANGE NUMBER: 005



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### BUSINESS LIABILITY COVERAGE FORM

#### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

CITY OF LINCOLN AND LANCASTER COUNTY

**Location(s) Of Covered Operations:**

555 S 10TH ST LINCOLN, NE 68508

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section C. – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



POLICY NUMBER: 72 SBA TS3816



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

ADDITIONAL INSURED - PERSON-ORGANIZATION

OTTAWA COUNTY  
12220 FILLMORE ST. RM 331  
WEST OLIVE, MI 49460

STATE OF NEVADA  
DEPT. OF ADMINISTRATION  
PURCHASING DIVISION  
515 E. MUSSER ST. STE 300  
CARSON CITY, NV 89701

CITY OF SEATTLE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
PO BOX 94709  
SEATTLE WA 98124

KING COUNTY DEPT OF EXECUTIVE SERVICES  
HUMAN SERVICES DIVISION TRAINING AND  
ORGANIZATION DEVELOPMENT SECTION  
400 YESLER WAY 0510 M/SYESHR05  
SEATTLE, WA, 98104

STATE BAR OF CALIFORNIA  
180 HOWARD ST  
SAN FRANCISCO, CA 94105

CLARK COUNTY  
C/O PURCHASING & CONTRACTS DIVISIONS  
GOVT CENTER 4TH FLOOR  
500 S GRAND CENTRAL PKWY  
P O BOX 551217  
LAS VEGAS, NV 89155

CLARK COUNTY  
ATTN: PURCHASING & CONTRACTS  
500 SOUTH GRAND CENTRAL PARKWAY, 4TH FLOOR  
P.O.BOX 551217

POLICY NUMBER: 72 SBA TS3816



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

LAS VEGAS, NEVADA 89155

LOS ANGELES COUNTY ISDITSSMA CONTRACTS  
THE COUNTY OF LOS ANGELES, ITS SPECIAL DISTRICTS, ELECTED OFFICIALS  
OFFICERS, AGENTS, EMPLOYEES & VOLUNTEERS "COLLECTIVELY COUNTY & ITS  
AGENTS"

COUNTY OF MONTEREY CONTACT/  
PURCHASING DIVISION  
168 W ALISAL ST FL 3  
SALINAS, CA 93901

KING COUNTY HUMAN RESOURCES DIVISION  
500 4TH AVE RM 450  
SEATTLE, WA 98104

CITY OF SEATTLEER  
ATTN RISK MANAGER  
PO BOX 94669  
SEATTLE WA 98124

FRANKLIN COUNTY PURCHASING  
ATTN: JENNIFER FAIR  
373 S HIGH ST FL 25  
COLUMBAS, OH 43215  
LOC 001 BLDG 001

MULTOMAH COUNTY  
DEPARTMENT OF COUNTY ASSETS  
ITS AGENTS, OFFICERS, DIRECTORS, OFFICIALS, AND EMPLOYEES  
501 SE HAWTHORNE BLVD STE 400  
PORTLAND, OR 97214

CITY OF LINCOLN AND  
LANCASTER COUNTY

POLICY NUMBER: 72 SBA TS3816



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

ADDITIONAL INSURED - PERSON-ORGANIZATION

555 S 10TH ST  
LINCOLN NE 68508