

Public Safety Committee Meeting
Tuesday, May 4, 2021 5:00 PM
Crete City Hall
243 E 13th Street
Crete, NE 68333

1. Open Meeting

- In accordance with Nebraska law, a copy of the Open Meetings Act can be found in the back of the Council Chambers.
- Items listed on the agenda may be considered in any order.

2. Roll Call

- Attendance of members will be recorded to determine the presence of a quorum for official actions.

3. Items of Business

- The Committee may discuss or limit discussion on, hear testimony in favor of or in opposition to, or take action to provide a recommendation to the City Council on any matter presented under this title.
- A. Discuss and provide a recommendation to the City Council on authorizing the Police Department to submit a grant application for eCitation equipment.
- B. Discuss and provide a recommendation to the City Council on authorizing the Police Department to submit a grant application for bulletproof vests.
- C. Discuss and provide a recommendation to the City Council on entering into an agreement with Idemia Identity & Security in the amount of \$9,375 for mobile fingerprint equipment and services.

4. Officers' Reports

- Reports may be given by the Mayor, Officers, Departments, or Councilmembers concerning the current operations of the City.
- No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.

5. Adjournment

Disclaimers & Notices

- The Council may enter into closed session to discuss any matter on this agenda when it is determined that a closed session is clearly necessary for the protection of the public interest or the prevention of needless injury to the reputation of an individual (if such individual has not requested a public meeting) or as otherwise allowed by law. Any closed session shall be limited to the subject matter for which the closed session was called. If the motion to close passes, then immediately prior to the closed session the Mayor shall restate on the record the limitation of the subject matter of the closed session.
- The City of Crete assures that no person shall on the grounds of race, color, national origin, age, disability, handicap or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of the City receiving Federal financial assistance. To report discrimination, contact the City Clerk's office.
- The complete agenda with attachments is available at www.crete.ne.gov.

NEBRASKA

Good Life. Great Service.

COMMISSION ON LAW ENFORCEMENT
AND CRIMINAL JUSTICE

**FY 2021 Nebraska Law
Enforcement E-Citation
Equipment Grant**

Funding Opportunity Announcement

AWARD PERIOD

05/17/2021-07/23/2021

AWARD AMOUNT

\$635,057.32

DEADLINE

All applications are due by 5:00 p.m. (CST) on 05/14/2021.

CONTACT INFORMATION

For assistance with the requirements of this solicitation, contact:

ncc.grants@nebraska.gov

Application and Instructions are available for download from the Nebraska Crime Commission website at <https://ncc.nebraska.gov/>

In accordance with the Americans with Disabilities Act, Nebraska will provide reasonable accommodation with respect to a grant application to persons with disabilities. If you need a reasonable accommodation, please contact the Nebraska Crime Commission at 402.471.2194. (TTY 711 or TDD 1.800.833.7352)

Introduction:

This application is intended for Law Enforcement E-Citation Equipment Grant applicants who wish to apply for funds under the Nebraska Highway Safety E-Citation grant program. Funds will be awarded to successful applicants through the use of a sub-grant award. These are federal funds awarded to Nebraska Crime Commission from the Nebraska Department of Transportation.

Funds Available:

The estimated amount of funds available for this solicitation is \$635,057.32 and will cover a three month project period of 05/17/2021-07/23/2021.

The funds will be awarded based on a formula as determined by Nebraska Crime Commission. Locate the formula amount on the chart provided at <https://ncc.nebraska.gov> for your Law Enforcement Agency. Applicants should be aware that if not all eligible jurisdictions apply, those funds will be awarded to applicants that demonstrate a need of funds beyond the formula determined amount. When completing the budget for your application, if funds are needed that exceed the formula amount please include the additional costs in the budget. This will allow staff to assess where additional funds are needed and award all funds at once. There is not a guarantee that the additional funds beyond the formula amount will be awarded.

Project Period: 05/17/2021-07/23/2021

Grant Commencement and Duration:

All funded projects are required to obligate the purchase of the equipment by 07/01/2021. Funded projects that have not submitted request for reimbursement by 07/23/2021 will be required to provide a Status Update Report to identify any barriers and provide a timeline of when the purchasing of the equipment will occur.

Funding Process and Timeline:

04/19/2021 Application posted

05/14/2021 Application Closed

05/17/2021 Start Application Review

05/28/2021 Awards Sent

07/23/2021 Final Day to accept Agency documentation

08/20/2021 Last Day to submit claim(s) to Highway Safety

FEDERAL – Law Enforcement E-Citation Equipment Grant

Eligibility:

To be eligible **for this specific application** for E-Citation Equipment Grant funding, the applicant must be a Nebraska law enforcement agency listed on the formula funding chart.

USE OF FUNDS

Eligible budget items are: Computer(s), Printer(s), Scanner(s). The price of the individual piece of equipment will determine if it is to be in the Supply or Equipment Category. The Capitalization policy of your agency will

determine what budget category the item will belong. If your agency does not have a Capitalization policy then the State of Nebraska policy is to be followed which currently has the threshold at \$1,500. Individual items with a price less than \$1,500 will be a Supply; individual items \$1,500 or higher will be Equipment. Further, the Highway Safety Office requires that any Equipment (regardless of budget category) with a market value of more than \$1,000.00 or has any useful life remaining and is not fully depreciated may not be disposed of in any manner by the grant contractor without the expressed written approval of the HSO to be coordinated by Nebraska Crime Commission.

Example: LEA purchases 3 computers with original cost of \$3,000 each in State Fiscal Year 2021. In two years the computers need to be upgraded, however, the computers still function and have a value of \$1,800 the LEA must contact Nebraska Crime Commission to coordinate the disposition of the equipment.

RESTRICTIONS ON USE OF FUNDS

Funds will not be awarded for any accessories, paper, cables or other items for the use of the equipment.

Grant Requirements:

- **Office of Civil Rights** – Pursuant to 28 CFR Section 42.302 all recipients of federal funds must be in compliance with EEO and Civil Rights requirements. All programs that receive federal funds or are subawarded federal funds via program agreements are required to conform to the grant program requirements. If there is a violation to this it may result in suspension or termination of funding, until such time as the recipient is in compliance.
- ☐ **Nondiscrimination (Civil Rights)** – Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.
- **Limited English Proficiency (LEP) Individuals** – In accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with Limited English proficiency. For more information access: <http://www.lep.gov>.
- **DUNS Number** – All applicants are required to include a DUNS (Data Universal Numbering System) number in their application. This unique nine-digit sequence number is recognized as the universal standard for identifying and keeping track of entities receiving federal funds. It is used for tracking purposes and to validate the address and point of contact information for federal assistance applicants, recipients, and subrecipients. Obtaining a DUNS number is a free, simple, one-time activity. To obtain a DUNS number or to see if the applicant agency already has a DUNS number, call 1-866-705-5711 or go to: <http://fedgov.dnb.com/webform>. Please note that if you are a department within an agency the DUNS number is assigned to the larger entity. For instance: City Law Enforcement Agency would use the DUNS number for the City.
- **System for Award Management (SAM) Registration** – All applicants must be registered on the SAM (formerly Central Contractor Registration/CCR) database. This is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. If you had an active CCR, you have an active record in SAM. Applicants must update or renew their SAM registration to meet the requirement of ensuring funds are awarded to entities eligible for federal funding. Information to register or update your entity records can be accessed at <http://www.sam.gov/>. **Please note that applicants will be required to submit a PDF of their SAM Registration as part of the application.** The SAM is tied to the DUNS Number, if your law enforcement agency

does not have access to this information, please coordinate with the person in your unit of government that does.

- **Certified Assurances** must be signed by the Authorized Official and submitted with the grant application
- **Supplanting** - To deliberately reduce state or local funds because of the existence of federal funds. A state or local government agency cannot use federal funds to supplant (replace) other existing funds. Any request to support a state or local government agency with federal funds must address how the request is NOT supplanting of funds. Supplanting must also be addressed when a non-profit submits a project that includes any type of contract or subaward with a state or local government entity. In that case, the portion of the request to support the state or local government agency must address supplanting by clearly outlining the following:
 - a) how the costs were previously funded;
 - b) why the funds are no longer available; and
 - c) when the funds ended and/or any temporary funding agreements or arrangements.

Nebraska defines a local government or political subdivision as any unit of government within the state including villages, cities of all classes, counties, school districts, learning communities, public power districts, and entities created pursuant to the Interlocal Cooperation Act or Joint Public Agency Act.

- **Special Conditions** - Awarded applicants must sign Special Conditions that include but are not limited to requirements under federal and state laws in addition to requirements for accounting, and reporting.
- **Fiscal Requirements - Commingling of funds on either a program-by-program or project-by-project basis is prohibited.** The subrecipient's accounting system must maintain a clear audit trail for each source of funding for each fiscal budget period and include the following:
 - a) Separate accountability of receipts, obligations, expenditures of all grant funds, disbursements, and balances.
 - b) Itemized records supporting all grant receipts, expenditures and match contributions in sufficient detail to show exact nature of activity.
 - c) Data and information for each expenditure and match contribution with proper reference to a supporting voucher or bill properly approved.
 - d) Maintenance of inventory records for equipment purchased, rented, and contributed.
 - e) Lease Agreements, contracts services, and purchases of equipment that adhere to established procurement processes.
 - State agencies are governed by procedures of the Department of Administrative Services (DAS), these are located at <http://das.nebraska.gov/materiel/purchasing.html>
 - Counties must follow the process outlined in Nebraska statute located at <http://www.nebraskalegislature.gov/laws/statutes.php?statute=23-3108&print=true>
 - All other agencies (i.e., nonprofit, city) must adhere to the written process of the agency or if none exists, it reverts back to the Crime Commission's process (i.e. the DAS Procurement Process)
- **Equipment** (including replacements) purchased in whole or in part with federal funds must be maintained, at a minimum, meeting the following requirements: (To fully benefit project purchases should be made at the beginning of the project period.)
 - a) Maintain property records which include all of the following:
 - b) Description of the property

- c) Serial number or other identification number
- d) Source of the property Identification of the title holder
- e) Acquisition date
- f) Cost of the property
- g) Percentage of Federal participation in the cost of the property
- h) Location of the property
- i) Use and condition of the property
- j) Disposition data, including the date of disposal and sale price
- k) A physical inventory of the property and reconcile the results with the property records at least once every 2 years.
- l) Loss, damage, or theft:
 - o A control system must be in place with adequate safeguards to prevent these occurrences.
 - o Promptly and properly investigate any loss damage, or theft.
 - o Establish and use adequate maintenance procedures to keep the property in good condition.
 - o If authorized or required to sell the property, a proper sales procedure must be establish to ensure the highest possible return.
- m) Original or replacement equipment acquired under the funded project that is no longer needed for the original project must be disposed. This is also true when equipment acquired under the funded project will be used for other activities. The following must be adhered to in equipment disposition:
 - o If the item to be disposed of has a current per-unit fair market value of less than \$1,000, it may be retained, sold, or otherwise disposed of with no further obligation to the Crime Commission.
 - o If the item has a current per-unit fair market value of \$1,000 or more, or has useful life determination of the disposition of the equipment must be coordinated with Nebraska Crime Commission.

- **Payments** – All payments from the Crime Commission will be on a reimbursement basis. Reimbursement will not be made until all required documentation has been approved. Nebraska Crime Commission will reimburse funds for this grant project as one payment. Once all equipment purchases have been made, the request for reimbursement can be made and supporting documentation (i.e. receipts, purchase order) for all items can be submitted for reimbursement. If your agency will be making purchases throughout the project term, please refrain from submitting for reimbursement until all purchases are complete.
- **Applicant Disclosure of Pending Applications** – Applicants are to disclose whether they have any pending application for federally and/or state funded grants that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget in the application under this solicitation. The Crime Commission seeks this information to help avoid any inappropriate duplication of funding. Applicants that have pending applications as described above are to provide the following information about pending applications submitted within the last 12 months:
 - o federal or state funding agency;
 - o solicitation name/project name; and
 - o point of contact information at the application funding agency.

If the applicant does not have any pending applications indicate “None” on the form.

Application Submission: Applications must be submitted 5:00 p.m. (CST) on 05/14/2021 (Please note, Applicants not

submitting as instructed below may be considered invalid submissions):

1. Complete application utilizing the online grant management system **PLEASE NOTE:** Applicants will be required to register their Organization (if it is not already in the system: If your Organization receives other funds from Nebraska Crime Commission such as Community Based Aid, VOCA, STOP or other similar programs it is more than likely in the system) and the person completing the application will register as a User for that Organization.

Application Format:

Please note that Crime Commission applications change from year to year.

- ✓ Federal Identification Number must be included on the application. Applicant must be the entity that will receive and disburse grant funds. The Federal ID Number must be that of the applicant.
- ✓ No cover letters.
- ✓ Additional information in the form of Appendixes will not be accepted.
- ✓ Include ALL Required Forms (Certified Assurances) with appropriate signatures of the authorized official (i.e., county board chair, mayor, city administrator)

Applicant Information

Provide all requested information. The applicant must be the agency that will receive and disburse the grant funds. The Federal Identification Number and the DUNS number must be that of the applicant. Project must provide separate individuals for each project position (Project Point of Contact, Fiscal Point of Contact and the Authorized Official).

Project Implementation Plan and Timeline

Provide a typed Word document (attached as a PDF) that provides a clear implementation plan of how the jurisdiction will be fully implemented with E-Citation. The plan should also include a projected timeline indicating with full implementation is expected. The implementation plan should identify what the current status of implementation is, how these funds will assist with further implementation and potential future needs.

Budget Template

All costs must be necessary, reasonable, allowable, allocable and substantiated.

GrantVantage Budget Template -- The project's budget and budget narratives must be entered into the GrantVantage Pre-award platform. After entering the system, to access the budget click on the tab labeled, *Budget Template*. After each section click, *Save*. To edit or modify work saved click, *Return to Draft*. Users are not able to delete budget categories such as Personnel, Fringe, or Travel, however; line items entered under categories can be added or deleted. To complete a category's budget narrative click on the circle labeled "**BN**" that is located next to the category label (i.e., Personnel). A box will open titled, Budget Justification.

To view the instructional video that includes information about the Budget Template follow the link.

<https://ncc.nebraska.gov/grant-apps>

Each line item listed on a budget worksheet must have a corresponding budget narrative that is thorough and includes all required information. Items with an incomplete budget narrative will not be awarded. All narratives must address the following components: Justification of the line item to the project, basis for calculation, and supplanting. Calculations are only needed in the narrative if the line item in the budget worksheet does not provide adequate information for reviewers to determine how the cost was calculated.

For the purposes of this grant applicants will only complete Year 1 and can only request line items in Category D-Equipment, and Category E-Supplies.

Category D - Equipment

Purchases of equipment must adhere to established procurement processes and equipment purchased must be managed in accordance with Federal Property and Equipment guidelines. For capitalized expenses, recipients must follow the policy developed by the agency. If the recipient agency does not have a written capitalization policy, it will be required to follow the state's capitalization policy. It is strongly recommended that agencies adopt a policy in-line with the federal policy which allows equipment items costing under \$5,000.00 to be included in supplies. Equipment procurement and management standards are outlined in the Grant Requirements section of this document. Refer to grant program guidelines for allowable items. Items requiring bids will not be funded absent a showing that bids were obtained as required by law, rules or regulations.

Equipment Narrative:

For all equipment expenses requested, include a budget narrative to address the following:

- a. Describe all equipment expenses. Explain why the requested expenses are necessary to support the project.
- b. Explain the cost breakdown and how match funds were determined (i.e., whether based on actual prior year's costs and justification of any increases for the next fiscal year)
- c. For existing equipment expenses, describe how this funding request complies with non-supplanting requirements.

Category E – Supplies

Supplies: Includes office supplies, forms, operating supplies, books, subscriptions, repair or maintenance supplies, and other items utilized. Supply costs encompass materials which are expendable or consumed during the course of the project. Lists supply items by type (e.g., postage, office supplies, training materials), quantity, unit costs and total costs. Note that daily costs, such as office supplies, do not have to be itemized separately in the budget but must be described in the narrative to verify reasonableness of the costs. (i.e., office supplies can be budgeted together in one category and do not need to be broken into individual budget line items such as pens, paper, folders, etc.) Higher cost items should be listed separately and identified (e.g. items such as computers, copiers, etc.) and a procurement process should be developed to justify the selection of the budget item upon purchase.

An agency's capitalization policy will determine whether equipment items are listed in this category or under Category D - Equipment. If an agency has no written policy, then they will be required to follow the state's policy which currently carries a higher level of restrictions than the federal policy. Should an agency base a written policy on the federal policy then equipment in this category will have a useful life of more than one year with a fair market value of under \$5,000 per item.

Pro-rating of expenses must be explained in the narrative and adequately demonstrated in the budget fields. See the Example tab for further illustration.

Supplies Narrative:

For all supplies and operating expenses requested, include a budget narrative to address the following:

- a. Describe all supply expenses. Explain why the requested expenses are necessary to support the project
- b. Explain the cost breakdown and how match funds were determined (i.e., whether based on actual prior year's costs and justification of any increases for the next fiscal year) to include the basis for the pro-rated amount and calculation of each line item if not clear on the budget template;
- c. For existing supplies expenses, describe how this funding request complies with non-supplanting requirements.

Required Forms

1. Certified Assurances

2. Applicant Disclosure of Pending Applications (1 page)

- Identify any pending applications for federally and or state funded grants submitted within the last 12 months that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget in the application under this solicitation.
- Provide the following information about pending applications submitted:
 - a) Federal or state funding agency;
 - b) Solicitation name/project name; and
 - c) Point of contact information at the application funding agency.

Attachments

All attachments are to be submitted in the following format: **Agency Name-Document name**
(For example: Nebraska Crime Commission-Organizational Chart)

- 3 bids for all requested items
- PDF of current SAM Registration
- Project implementation plan and timeline on a Word document saved as a PDF



U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS

[Home](#) / [Patrick Leahy Bulletproof Vest Partnership](#)

Patrick Leahy Bulletproof Vest Partnership

Notice: Critical Program Information (Click here.)

Overview



The Patrick Leahy Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement.

ONE MILLION VESTS: Since 1999, the BVP program has awarded more than 13,000 jurisdictions a total of \$522 million in federal funds for the purchase of over one million vests (1,441,013) as of November 2020.

NEW: The Bureau of Justice Assistance (BJA) is pleased to announce the Fiscal Year (FY) 2021 BVP application funding period. **Applications for FY 2021 BVP funds will be accepted beginning April 29, 2021. All applications must be submitted online by 6:00 p.m. (Eastern Time), June 14, 2021. A SAM registration is required for 2021 BVP applicants.**

NEW: The Fiscal Year 2020 BVP awards have been announced. See the complete list of [FY 2020 BVP awards](#).

System for Award Management (SAM) Registration Requirement: Jurisdictions must be registered in SAM in order to receive access to FY 2018-2020 BVP award funds.

Jurisdictions not registered with SAM are strongly encouraged to access the SAM website at <https://www.sam.gov/SAM/> as soon as possible in order to obtain information on and complete the online SAM registration process. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit https://fsd.gov/fsd-gov/answer.do?sysparm_number=KB0011081. The SAM Helpdesk can be reached at 866-606-8220.

Documentation Requirement: Grantees are required to keep documentation to support the BVP vest application and payment requests for at least a three year period.

Other Federal Funds: Justice Assistance Grant (JAG) funds or other federal funding sources may not be used to pay for that portion of the bullet proof vest (50%) that is not covered by BVP funds. JAG or other federal funds may be used to purchase vests for an agency, but they may not be used as the 50% match for BVP purposes.

Uniquely Fitted Armor Vest Requirement - Jurisdictions receiving funding for reimbursement of body armor purchases must have in place a uniquely fitted vest requirement when the FY 2019 BVP applications are submitted.

In the BVP Program, "uniquely fitted vests" means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage, through a combination of: 1) correctly-sized panels and carrier, determined through appropriate measurement, and 2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. The requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of the Office of Justice Programs' efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the *Standard Practice for Body Armor Wearer Measurement and Fitting of Armor* ([Active Standard ASTM E3003](#)) available at no cost. [The Personal Armor Fit Assessment checklist](#), is excerpted from ASTM E3003.

In addition, a certification section has been added to the 2019 application (in the BVP system) stating the jurisdictions and law enforcement agency are aware of and will comply with this requirement.

[NEW! UPDATED Mandatory Wear FAQs](#)

Following two years of declining law enforcement officer line-of-duty deaths, the country realized a dramatic 37 percent increase in officer deaths in 2010. Fifty-nine of the 160 officers killed in 2010 were shot during violent encounters; a 20 percent increase over 2009 numbers. The U.S. Department of Justice is committed to improving officer safety and has undertaken research to review and analyze violent encounters and law enforcement officer deaths and injuries. Due to the increase in the number of law enforcement officer deaths, coupled with our renewed efforts to improve officer safety, beginning with FY 2011, in order to receive BVP funds, jurisdictions must certify, during the application process, that all law enforcement agencies benefitting from the BVP Program have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before any FY 2011 funding can be used by the agency. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. BJA strongly encourages agencies to consult the International Association of Chiefs of Police's Model Policy on Body Armor and to strongly consider all recommendations within that policy. This policy change was announced in October 2010 by Attorney General Holder after consulting with and receiving input from the law enforcement community.

The IACP has very generously provided both its Body Armor Model Policy and position paper to the BVP program. In order to obtain a copy of the Model Policy and position paper, jurisdictions must be registered with the BVP program. To obtain a copy of the Model Policy, contact the BVP Customer Support Center at 1-877-758-3787 or email vests@usdoj.gov.

For additional information regarding this new BVP program requirement, click [here](#).

NIJ Advisory and Safety Notices

[Current National Institute of Justice Body Armor Standard 0101.06](#)

[NIJ Certification Mark](#)

[NIJ Body Armor Standard 0101.06 Vest List](#)

[NIJ Selection and Application Guide 0101.06 to Ballistic-Resistant Body Armor](#)

Body Armor Labels: When In Doubt Check It Out ([Click here for additional information](#))

[Closed NIJ Advisory Notices and Safety Notices](#)

1-16-20: NIJ Advisory Notice:

Patrick Leahy Bulletproof Vest Partnership (BVP) Overview

BVP Website: <https://www.ojp.gov/program/bulletproof-vest-partnership/overview>

BVP Helpdesk: 1-877-758-3787 / Email: vests@usdoj.gov

(Updated April 2021)

The purpose of the Patrick Leahy Bulletproof Vest Partnership (BVP) Program is to reimburse states, counties, federally recognized tribes, cities, and local jurisdictions up to 50% of the cost of body armor vests purchased for law enforcement officers. Since 1999, over 13,000 jurisdictions have participated in the BVP Program, with a total of \$522 million in federal funds for the purchase of over one million vests (1,441,013 vests as of November 2020).

From FY 2015 through FY 2020, protective vests were directly attributable to saving the lives of at least 224 law enforcement and corrections officers (based on data collected by the Office of Justice Programs). Thirty-eight of those vests were purchased, in part, with BVP funds.

1. Eligible Applicants: Any recognized unit of general government (states, counties, federally recognized tribes, cities, and local jurisdictions) recognized by the U.S. Census Bureau that employs law enforcement officers.

2. System for Award Management (SAM) Registration Requirement: Jurisdictions will not be able to apply for and receive FY 2021 BVP funds if they are not registered in SAM. Jurisdictions not registered with SAM are strongly encouraged to access the SAM website at <https://www.sam.gov/SAM/> as soon as possible in order to obtain information on and complete the online SAM registration process. Applicants should ensure that current bank routing and bank account information is included in the SAM.gov profile, as the banking information in the SAM at the time of application will be used to transfer reimbursement funds to your jurisdiction. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit https://fsd.gov/fsd-gov/answer.do?sysparm_number=KB0011081. The SAM Helpdesk can be reached at 866-606-8220.

3. Law Enforcement Officer Definition: The term 'Law Enforcement Officer' means any officer, agent, or employee of a State, unit of local government, or federally recognized tribes authorized by law or by a government agency to engage in or supervise the prevention, detection, or investigation of any violation of criminal law, or authorized by law to supervise sentenced criminal offenders. This includes full, part-time and auxiliary personnel, whether paid or volunteer.

4. Application Period: The BVP application usually opens in April and closes six weeks from the opening date. The BVP application only opens once per year. The BVP website has user guides and checklists for each step of the BVP application process: <https://www.ojp.gov/program/bulletproof-vest-partnership/program-resources#h449q>.

5. Award Process: When a BVP recipient is notified of an award amount, the funds are not disbursed until the recipient logs into the BVP site and provides the receipt information for the vests. Once the payment request is made, BJA reviews the request for accuracy and completes payments on a monthly schedule. BVP funds will be available for drawdown for two years from the time of the award announcement. [A current SAM registration is required to apply for FY 2021 BVP.](#)

6. Small Jurisdiction Priority Funding: Current legislation allocates funds first to jurisdictions with less than 100,000 residents. Please see the [BVP legislation for details](#).

7. Vest Requirements: In order to qualify for this reimbursement, body armor must comply with the most current National Institute of Justice [JTIC - Ballistic Armor Compliant Product List](#) (NIJ) body armor standards, as of the date the body armor was ordered.

8. SWAT Vests/tactical Armor Vest Eligibility: BVP funds can be used for tactical-level armor, but for only one vest per officer in a replacement cycle. If the agency purchases a tactical level vest for an officer, it must be the officer's primary vest. The agency cannot then use BVP funds to purchase a regular duty vest for the same officer during the same replacement cycle.

9. Mandatory Wear Policy: BJA will continue the existing policy that requires a written mandatory wear policy for uniformed patrol officers in place when the FY 2021 BVP applications are submitted. There are no requirements regarding the nature of the policy other than it **specify when mandatory wear is required** for uniformed officers on duty. Please see the [Mandatory Wear FAQs](#) for details.

10. Uniquely Fitted Vest Requirement: Jurisdictions receiving funding for reimbursement of body armor purchases must have in place a uniquely fitted vest requirement when the FY 2021 BVP applications are submitted. Please see the unique fit FAQ for details: https://ojp.gov/bvpbasi/bvpfaqs_applguidelines_01.htm.



5515 East La Palma Avenue
Suite 100
Anaheim, CA 92807

April 19, 2021

Sergeant Chad Menagh
Crete Police Department
1945 Forest Avenue
Crete, NE 68333
Phone: 402-826-4311
Email: chad.menagh@crete.ne.gov

Reference No. IDNE-M041921-04A

IDEMIA is pleased to provide Crete Police Department with the following price quote for IDEMIA's cutting-edge mobile technology product, MorpholDent™.

MorpholDent promotes officer safety with its ease of use and overall intuitiveness, and minimizes training requirements. The MorpholDent Device ("MorpholDent") provides excellent visibility – even in direct sunlight – with its large 2-inch LCD screen.

The MorpholDent captures an individual's fingerprints and submits a data packet to the MobiLE Connexion Software on the Crete Police Department workstation via the Bluetooth/USB connection.

The MobiLE Connexion Software generates a Nebraska State Police (NSP) AFIS system compliant ANSI/NIST file and submits the search request to the NSP AFIS system for identification. Results are returned to the MobiLE Connexion application screen and to the MorpholDent for notification and positive identification, if available.



MorphoIDent

Detailed Product Description

MorphoIDent is IDEMIA's line of cutting-edge mobile identification technology; the latest in handheld mobile identification devices for law enforcement use. This terminal is designed specifically for public safety officers, enabling real-time identification based on IDEMIA's world class fingerprint recognition technology. Compact, accurate and easy to use, MorphoIDent has been designed by people who know what it is like to work in the field.

Modern design - MorphoIDent benefits from state-of-the-art technology and a look and feel that maximizes user acceptance.

Optimal ease of use in the field - MorphoIDent offers an intuitive user interface and a large color screen that is clearly visible outdoors. In addition, MorphoIDent is so compact it fits in a shirt pocket.

Extreme accuracy - Field-proven IDEMIA biometrics technology is packed into the most widely used optical fingerprint sensor on the market.

Fully certified – PIV, FBI, EC, and FCC certified – ready to use.

Pictograms and positive feedback - MorphoIDent provides easy to understand pictograms and vibration feedback when a quality fingerprint is captured and again when a hit/no-hit message is received.

Features

The new MorphoIDent mobile devices provide on-the-spot identity checks in real-time. The biometric and demographic data captured by the MorphoIDent device are transferred via Bluetooth™ or USB to a PC workstation running the MobiLE Connexion application. This application provides a secure connection to the AFIS, in addition to configuration and device management.



MorphoDent and MobiLE Connexion Features

MorphoDent Features

- ◆ Handheld device
- ◆ Multiple finger acquisition
- ◆ Multiple case acquisition (up to 15 cases)
- ◆ Data transfer to host (MobiLE Connexion) via Bluetooth/USB
- ◆ Acquisition and results interface
- ◆ IDEMIA optical fingerprint sensor (CBM-E). Deployed in thousands of access control installations.
- ◆ Cradle design around the FBI certified optical sensor
- ◆ Integrated Design with Fingerprint Sensor
- ◆ Sleek design, glossy finish
- ◆ Compact (fits in a pocket)
- ◆ Large 2.4" VGA color screen
- ◆ Clearly visible outdoors
- ◆ User friendly
- ◆ Multi-case management
- ◆ Vibration alert (capture and identification result)
- ◆ Intuitive end-user actions
- ◆ Pictograms
- ◆ 6 function keys
- ◆ Data transfer to host via : Bluetooth 2.0 | USB 2.0
- ◆ Use of existing infrastructure for AFIS interface
- ◆ No additional wireless recurring cost for the customer
- ◆ MorphoDent eliminates the need to add a separate wireless account for each mobile device
- ◆ LiveFeed of fingerprint
- ◆ Mugshot and name returned in search results, if available

MobiLE Connexion Host Application Features

- ◆ MorphoDent configuration and management
- ◆ Standard NIST file generation and management
- ◆ Remote identification on central AFIS database
- ◆ HTTP/HTTPS, SMTP/SMTPS Interface with AFIS Server
- ◆ Match candidate portrait and demographic information display
- ◆ Receive fingerprints from terminal (MorphoDent)
- ◆ Create search requests with fingerprints to AFIS



Solution Description and Pricing

IDEMIA proposes the equipment and services described in Table 1.

MorphoIDent

Table 1. Pricing

	Description	Qty	Unit Price	Total
MI01-000005-02	MorphoIDent Solution including: <ul style="list-style-type: none"> ◆ MorphoIDent Device ◆ MobiLE Connexion Windows Software ◆ USB 2.0 Data Cable ◆ MorphoIDent Quick Start Guide 	5	\$1,700	\$8,500
MI00-0EBW0B-C	Black Polymer Device Sleeve	Included	Included	Included
	Warranty: 1 Year <i>Advantage</i> standard warranty Freight	Included	Included	Included
	Maintenance (to start after the 1 st Year Warranty) 1 Year <i>Advantage</i> maintenance services	5	\$175	\$875
	Total	5	\$1,875	\$9,375

Current shipping is 30+ days after receipt of order, or as otherwise scheduled.

IDEMIA will include documentation and /or support to facilitate the Crete Police Department's installation of the MobiLE Connexion Software on the Crete Police Department-provided workstation.

Customer Responsibilities

Crete Police Department is responsible for the following:

- ◆ End-user training
- ◆ Ensuring the required inter-agency agreements are in place between itself and NSP, local, state and government AFIS
- ◆ Ensuring Crete Police Department-provided workstations support at minimum Bluetooth 2.0 or USB 2.0. If USB 2.0, at least one (1) available port is required.
- ◆ Ensuring Crete Police Department workstations are able to connect to the Nebraska State Police network
- ◆ Ensuring that the Wireless Wide Area Network (WWAN) will support either HTTP/HTTPS or SMTP/S-MIME data protocols to exchange data between MobiLE Connexion and the NSP AFIS
- ◆ Executing a Memo of Understanding (MOU) with NSP for access to the NSP AFIS and FBI RISC for the purpose of mobile search requests
- ◆ Installing MobiLE Connexion Application Software on each Crete Police Department workstation or smart phone
- ◆ Pairing each MorphoIDent with each Crete Police Department- provided workstation via Bluetooth or USB
- ◆ Provide the necessary network connectivity between the Crete Police Department LAN and incoming WAN transactions including requisite backend connectivity
- ◆ Testing the MorphoIDent and MobiLE Connexion Software as per the Quick Start Guide
- ◆ Battery replacement is handled as a consumable and is outside the scope of warranty and annual maintenance coverage

NOTE: *Crete Police Department is encouraged to contact Bruce Luhr, Nebraska State Patrol, Tel: (402) 479-4020 email: bruce.luhr@nebraska.gov prior to purchase for requesting authorization for connectivity to the State prior to purchase.*

System Requirements – IDEMIA confirms the following system requirements: Table 3.

Minimum System Requirement	
MobiLE Connexion on a workstation	<ul style="list-style-type: none"> ◆ Windows 10 operating systems, with all security patches installed. ◆ Support for Bluetooth 2.0 or later.

IDEMIA will provide documentation and /or support is to facilitate the Crete Police Department's installation of the MobiLE Connexion Application on the Crete Police Department-provided workstation.

Advantage Solution Support

Table 4.

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of delivery.

Support Features	Warranty	Post Warranty
Telephone Technical Support	Included in Warranty	Available for purchase
Parts Support	Included in Warranty	Available for purchase
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√

Additional engineering effort by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the Crete Police Department's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 20 days after the date of the invoice.

Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached for your convenience. Firm delivery schedules will be provided upon receipt of a purchase order. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

Proposal Expiration: October 31, 2021

Purchase orders should be sent to IDEMIA by electronic mail, facsimile or U.S. mail. Please direct all questions and order inquiries and correspondence, including Purchase Order, to:

Jayne Goodall

IDEMIA

5515 East La Palma Avenue, Suite 100

Anaheim, CA 92807

Email: jayne.goodall@us.idemia.com | Office: (714) 575-2956 | Mobile: (951) 833-2311

We look forward to working with you.

Sincerely,



Michael Hash

Vice President of Public Security, State & Local Government - IDEMIA

By signing this signature block below, Crete Police Department agrees to the terms and pricing stated in this proposal for the product and services as referenced above. My signature below constitutes the acceptance of this order and authorizes IDEMIA, LLC to ship and provide these product and services:

Signature Authorization for Order:

Signature _____
Name _____
Date _____

Total Purchase Price (including any Options): **\$9,375.00** _____

PLEASE PROVIDE A COPY OF CURRENT TAX EXEMPTION CERTIFICATE (if applicable).

Please provide Billing Address:

Billing Contact name _____
Telephone number () _____
Email _____

Check if Billing Address is same as Shipping Address:

Please provide Shipping Address (if different from Billing Address):

Technical Contact name _____
Telephone number () _____
Email _____

Idemia Identity & Security USA LLC Short Form Sales Agreement

1. Scope. Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, California 92807 and _____ ("Customer"), having a place of business at _____

_____, enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated _____. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price, Payment and Sales Terms. The Contract Price is U.S. \$_____, excluding applicable sales, use, or similar taxes. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Unless otherwise stipulated with the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (Incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance with the Incoterm in the contract. Seller will pack and ship all Equipment in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.

4. Express Limited Warranty and Warranty Disclaimer. IDEMIA Software is warranted in accordance with the SLA.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. LIMITATION OF LIABILITY. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products to the extent they do not conflict with the laws of the United States. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed to the extent they do not conflict with the laws of the United States. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

Idemia Identity & Security USA LLC ("SELLER"):

Signed _____
Name _____
Title _____
Date _____

NAME ("CUSTOMER")

Signed _____
Name _____
Title _____
Date _____

EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term "Licensor" means Idemia Identity & Security USA LLC, ("IDEMIA"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

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8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to IDEMIA that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to IDEMIA or destroyed by Licensee and are no longer in use by Licensee.

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SECTION 10. CONFIDENTIALITY

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11.3. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, to the extent they do not conflict with the laws of the United States, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

11.4. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of IDEMIA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5. PREVAILING PARTY. In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.