

State of Nebraska
REQUEST FOR PROPOSAL FOR
CONTRACTUAL SERVICES FORM

RETURN TO:
Nebraska Department of Roads
5001 So. 14th Street
Lincoln, NE 68512
Phone: (402) 479-4328
Fax: (402) 479-4567

SOLICITATION NUMBER	RELEASE DATE
RFP R54-14	March 10, 2015
OPENING DATE AND TIME	PROCUREMENT CONTACT
May 5, 2015 3:00 p.m. Central Time	Brandy Henke

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

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Department of Roads (NDOR), is issuing this Request for Proposal, RFP Number R54-14 for the purpose of selecting a qualified contractor to provide a Web Based Motor Vehicle Crash Diagramming System.

Written questions are due no later than April 7, 2015, and should be submitted via e-mail to DOR.OperationsProcurement@nebraska.gov. Written questions may also be sent by facsimile to (402) 479-4567.

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

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

1. Sealed proposals must be received in the Nebraska Department of Roads by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://www.transportation.nebraska.gov/operations/procure/index.htm> and/or <http://das.nebraska.gov/materiel/purchasing.html>
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

Contractor hereby grants permission to the State of Nebraska and/or its agencies to reprint or republish any and all copyrighted documents related to Contractor's response to this Request for

Proposal, and any and all figures, illustrations, photographs, charts, and other supplementary material on a website accessible by the public pursuant to Neb. Rev. Stat. §84-602. This waiver does not apply to proprietary information properly submitted in a separate sealed, package clearly marked "Proprietary."

Contractor represents and warrants that the contents of this response to Request for Proposal and all figures, illustrations, photographs, charts, and other supplementary material herein are original and do not libel anyone or infringe upon any patent, copyright, proprietary right, or any other right whatsoever of any other party. Contractor represents and warrants that Contractor has full power and authority to execute this Copyright Release and to grant the State of Nebraska and/or its agencies the right granted herein.

Contractor agrees to indemnify, defend, and hold harmless the State of Nebraska and/or its agencies against any and all claims, suits, and/or judgments, including costs, expenses, damages, and reasonable legal fees based upon and arising from Contractor's violation of the rights of others and/or by reason of a breach of any of the foregoing warranties.

BIDDER MUST COMPLETE THE FOLLOWING

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

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

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

____ I hereby certify that I am a **Resident disabled veteran or business located in a designated enterprise zone** in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

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GLOSSARY OF TERMS

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

Accident: An event causing harm or damage.

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

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

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

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

Amendment: A written correction or alteration to a document.

API: Application Programming Interface

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

ARO: After Receipt of Order

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Best and Final Offer (BAFO): In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

Bid/Proposal: The offer submitted by a vendor in a response to written solicitation.

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

Bidder: A vendor who submits an offer bid in response to a written solicitation.

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

Business Day: Any weekday, except State-recognized holidays.

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

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

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

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

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

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

Confidential Information: Unless otherwise defined below, “Confidential Information” shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

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

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

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

Contract Period: The duration of the contract.

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

Contractor-Hosted: A system that can be accessed by the state, but is completely hosted within the contractor’s IT environment.

Conversion Period: A period of time, not to exceed six (6) months, during which the State converts to a new Operating System under “Conversion” as per this RFP.

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.

Corridor: Section of highway or roadway which may contain multiple intersections.

COTS System: A third party commercial off-the-shelf software solution that can be customized to meet requirements.

CPU: Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Crash: An accident involving one or more vehicles.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

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

DGN: Design file format for MicroStation (AutoCAD).

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.

Diagram(s): Auto-CADD drawing of a roadway location detailing crash information.

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 provides sufficient information to operate, diagnose, and maintain the License Software properly, safely and efficiently.

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

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

Existing System: A bidder owned proprietary software system that is currently in the market, and can either meet all requirements or can be modified to meet requirements.

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

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

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

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

GPS: Global Positioning System.

Google Maps: Internet mapping service that provides aerial, street view and line maps.

Header Information: Text at the top of a page that includes, but is not limited to, the type of diagram or report, NDOR District Number, county, city, highway, reference post (milepost) range, project

number, control number, and the date range covered in the report.

HSI: Highway Safety Information system database.

Hybrid Solution: A combination of an existing system, COTS system, custom coding, or any combination of software to meet requirements.

Installation Date: The date when the procedures described in “Installation by Contractor“, and “Installation by State“, as found in the RFP, ITB (written solicitation) or contract are completed.

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

Legend: An explanation of symbols on a diagram.

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

Light Condition: The type or level of light that existed at the time of a motor vehicle crash; Day or Night.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

MicroStation: AutoCAD software used to draw diagrams.

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

Must: See 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.

NDOR: Nebraska Department of Roads.

North Arrow: Symbol indicating the direction North.

OnBase: Electronic Document Imaging System, a product of Hyland Software. (www.hyland.com).

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

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

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

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

Payroll & Financial Center (PFC): Electronic procurement system of record.

PDF: Portable Document Format.

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

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

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

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

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

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

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

Proposal: See Bid/Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and 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) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Protest/Grievance: A complaint about a governmental action or decision related to an Invitation to Bid or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals,

auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the contractor.

Release Date: The date of public release of the written solicitation to seek offers

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

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

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

Responsive Bidder: A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

Road Condition: The condition of the roadway at the time of a crash; dry, wet, snow, icy, or other, such as muddy.

Severity of Injury: Codes used to classify injuries as determined by the officers or driver on a scale of possible, visible, disabling or fatal.

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

Should: Expected; suggested, but not necessarily mandatory.

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

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

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

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

State-Hosted: A system that is completely installed and housed within the confines of the State's IT environment.

Symbols: A set of shapes, (ie, triangles, circles, lines, etc) that represent distance from a residence, direction of travel, crash severity, driver action, and control of vehicle, at a minimum.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the contractor as functioning or being capable of functioning, as an entity.

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

Templates: Serves as a model of; preset formats.

TIFF: Tagged Image File Format.

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

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

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

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

Vendor Performance Report: A report issued to the vendor/contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the vendor/contractor regarding any such report. The vendor performance report will become a part of the permanent record for the vendor/contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Will: See Shall/Will/Must.

Work Day: See Business Day.

XLSX: Microsoft Excel file extension format.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Department of Roads, is issuing this Request for Proposal, RFP Number R54-14 for the purpose of selecting a qualified contractor to provide a Web Based Motor Vehicle Crash Diagramming System.

A contract resulting from this Request for Proposal will be issued approximately for a period of five (5) years effective the date of the award. The contract has the option to be renewed for five (5) additional one (1) year periods as mutually agreed upon by all parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: <http://www.transportation.nebraska.gov/operations/procure/index.htm> and <http://www.das.nebraska.gov/materiel/purchasing.html>

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
1.	Release Request for Proposal	March 10, 2015
2.	Last day to submit written questions	April 7, 2015
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://www.transportation.nebraska.gov/operations/procure/index.htm and/or http://das.nebraska.gov/materiel/purchasing/	April 10, 2015
4.	Proposal opening Location: Department of Roads Operations Division 5001 So. 14 th Street Lincoln, NE 68512	May 5, 2015 3:00 P.M. Central Time
5.	Review for conformance of mandatory requirements	May 5, 2015
6.	Evaluation period	May 6 – 15, 2015
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Letter of Intent to Contract" to Internet at: http://www.transportation.nebraska.gov/operations/procure/index.htm and/or http://das.nebraska.gov/materiel/purchasing.html	TBD
9.	Contract finalization period	TBD
10.	Contract award	TBD
11.	Contractor start date	TBD

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the Department of Roads. The point of contact for the procurement is as follows:

Name: Brandy Henke
Agency: Nebraska Department of Roads
Operations Division
Address: 5001 So. 14th Street
Lincoln, NE 68512

OR

Telephone: (402) 479-4328
Facsimile: (402) 479-4567
E-Mail: DOR.OperationsProcurement@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing a Web Based Motor Vehicle Crash Diagramming System at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

C. COMMUNICATION WITH STATE STAFF AND EVALUATORS

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the contractor, contact regarding this project between potential contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this RFP.

Once a contractor is preliminarily selected, as documented in the intent to contract, that contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. Written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. Contacts made pursuant to any pre-existing contracts or obligations; and

3. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

D. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the Nebraska Department of Roads and clearly marked "RFP Number R54-14; Web Based Motor Vehicle Crash Diagramming System Questions". It is preferred that questions be sent via e-mail to brandy.henke@nebraska.gov. Questions may also be sent by facsimile to (402) 479-4567, but must include a cover sheet clearly indicating that the transmission is to the attention of Brandy Henke, (Buyer) showing the total number of pages transmitted, and clearly marked "RFP Number R54-14; Web Based Motor Vehicle Crash Diagramming System Questions".

It is recommended that Bidders submit questions sequentially numbered, include the RFP reference and page number using the following format.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>

Written answers will be provided through an addendum to be posted on the Internet at <http://www.transportation.nebraska.gov/operations/procure/index.htm> and/or <http://das.nebraska.gov/materiel/purchasing.html> on or before the date shown in the Schedule of Events.

E. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make a contract award without any further discussion with the bidders regarding the proposals received.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such

supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

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

F. SUBMISSION OF PROPOSALS

The following describes the requirements related to proposal submission, proposal handling, and review by the State.

To facilitate the proposal evaluation process, one (1) original of the entire proposal should be submitted. Proposals must be submitted by the proposal due date and time. **A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials.** All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the Request for Proposal number and be sent to the specified address. Please note that the address label should appear in Section II part A as specified on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, (402) 479-4328 should be used. The Request for Proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

The Technical and Cost Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal must not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts, and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

G. PROPOSAL OPENING

The sealed proposals will be publicly opened and the bidding entities announced on the date, time, and location shown in the Schedule of Events. Proposals will be available for viewing by those present at the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website.

H. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic, or any other reason(s).

I. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

J. EVALUATION OF PROPOSALS

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Corporate Overview shall include but is not limited to:
 - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the quality of bidder performance on prior contracts;
 - e. such other information that may be secured and that has a bearing on the decision to award the contract;
2. Technical Approach (to include the Requirements Matrix); and
3. Cost Proposal.

Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the RFP cover page under "Bidder must complete the following" requesting priority/preference to be

considered in the award of this contract, the following will need to be submitted by the vendor within ten (10) business days of request:

- a. Documentation from the United States Armed Forces confirming service;
- b. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
- c. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
- d. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the bidder from consideration of the preference.

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the Internet at: <http://www.transportation.nebraska.gov/operations/procure/index.htm> and/or <http://www.das.nebraska.gov/materiel/purchasing.html>. Evaluation criteria will not be released prior to the proposal opening.

K. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee(s). The Evaluation Committee(s) will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not become public information.

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request for Proposal for Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State, or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

Any contact, or attempted contact, with an evaluator that is involved with this RFP may result in the rejection of this proposal and further administrative actions may be taken.

L. MANDATORY REQUIREMENTS

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Request for Proposal For Contractual Services form, signed in ink;
2. Corporate Overview;
3. Technical Approach (to include the Requirements Matrix); and
4. Cost Proposal.

M. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in

the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: financial stability of the company, project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks and negative references may eliminate bidders from consideration for award.

N. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders shall be authorized to transact business in the State of Nebraska. All bidders are expected to comply with all Nebraska Secretary of State registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The bidder who is the recipient of an Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its current (within ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing; or in the case of a sole proprietorship, provide written documentation of sole proprietorship. **This must be accomplished prior to the award of the contract.** Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

O. VIOLATION OF TERMS AND CONDITIONS

Violation of the terms and conditions contained in this Request for Proposal or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal;
2. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

III. TERMS AND CONDITIONS

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

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

A. GENERAL

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

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

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

These documents constitute the entirety of the contract.

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

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

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

B. AWARD

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

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

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

Once an intent to award decision has been determined, it will be posted to the Internet at: <http://www.transportation.nebraska.gov/operations/procure/index.htm> and/or <http://www.das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at: <http://www.transportation.nebraska.gov/operations/procure/general/Grievance-and-Protest-Procedures-for-Vendors.pdf>

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

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

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

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

shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

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

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

E. OWNERSHIP OF INFORMATION AND DATA

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

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

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

F. INSURANCE REQUIREMENTS

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

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

the subcontractor has been obtained and approved by the contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the contractor hereunder.

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

1. WORKERS' COMPENSATION INSURANCE

The contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

b. COMMERCIAL GENERAL LIABILITY

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person

Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

c. COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage	\$1,000,000 combined single limit
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d. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance	\$1,000,000 per occurrence
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e. SUBROGRATION WAIVER

“Waiver of Subrogation on the Worker’s Compensation in favor of the State of Nebraska.”

f. LIABILITY WAIVER

“The State of Nebraska, Certificate holder, is an additionally insured, primary & noncontributory on the General Liability.”

4. EVIDENCE OF COVERAGE

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements, which shall be submitted to the attention of the Buyer.

Nebraska Department of Roads
Operations Division
5001 So. 14th Street
Lincoln, NE 68512
(facsimile (402) 479-4567).

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

Notice of cancellation of any required insurance policy must be submitted to the Department of Roads, Operations Division when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

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

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

1. The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.

2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

H. INDEPENDENT CONTRACTOR

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

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

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

I. CONTRACTOR RESPONSIBILITY

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

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

If the contractor intends to utilize any subcontractor's services, the subcontractor's level of effort, tasks, and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

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

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

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

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

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

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the contractor's employees, including all insurance required by state law;
3. damages incurred by contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the contractor's employees.

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

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

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

L. CONFLICT OF INTEREST

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

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

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

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

M. PROPOSAL PREPARATION COSTS

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

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

N. ERRORS AND OMISSIONS

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

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

O. BEGINNING OF WORK

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

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

P. ASSIGNMENT BY THE STATE

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

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

Q. ASSIGNMENT BY THE CONTRACTOR

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

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

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by

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

S. GOVERNING LAW

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

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

T. ATTORNEY'S FEES

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

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

U. ADVERTISING

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

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

V. STATE PROPERTY

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

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

W. SITE RULES AND REGULATIONS

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

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

X. NOTIFICATION

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

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

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or

communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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

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

Y. EARLY TERMINATION

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

The contract may be terminated as follows:

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

- e. An involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
- f. A voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
- g. Contractor intentionally discloses confidential information;
- h. Contractor has or announces it will discontinue support of the deliverable;
- i. Second or subsequent documented "vendor performance report" form deemed acceptable by the Agency; or
- j. contractor engaged in collusion or ones actions which could have provided contractor an unfair advantage in obtaining this contract.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

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

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

AA. BREACH BY CONTRACTOR

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

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the

contract for the same or different contract breach which may occur at a different time. In case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

BB. ASSURANCES BEFORE BREACH

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

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

CC. ADMINISTRATION – CONTRACT TERMINATION

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

1. Contractor must provide confirmation that upon contract termination all deliverables prepares in accordance with this agreement shall become the property of the State of Nebraska, subject to the ownership provision (section E) contained herein, and be provided to the State of Nebraska at no additional cost to the State.
2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Bidder may retain one copy of any information as required to comply with applicable work product documentation standards or as are automatically retained in the course of Bidder’s routine back up procedures.

DD. PENALTY

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

In the event that the contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the contractor, without penalty, until such failure is cured or otherwise adjudicated. Failure to meet the dates for the deliverables

as agreed upon by the parties may result in an assessment of penalty due the State of \$5,000.00 dollars per month, until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

EE. PERFORMANCE BOND

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

The selected contractor will be required to supply a cashier’s check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the cashier’s check or bond must be in the amount of amount of \$50,000.00. The check or bond will guarantee that the selected contractor will faithfully perform all requirements, terms and conditions of the contract. If the selected contractor chooses to provide a cashier’s check, the check must show an expiration date on the check. Cashier’s checks will only be allowed for contracts for three (3) years or less, including all renewal options. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or cashier’s check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

FF. FORCE MAJEURE

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

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

GG. PROHIBITION AGAINST ADVANCE PAYMENT

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

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

HH. PAYMENT

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

State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.

II. INVOICES

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

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. Invoices for payment shall be sent to:

Nebraska Department of Roads
 Attention: Sean Owings
 P.O. Box 94759
 Lincoln, NE 68509-4759

The terms and conditions included in the contractor’s invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with

respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

JJ. RIGHT TO AUDIT

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

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

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

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

KK. TAXES

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

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

LL. INSPECTION AND APPROVAL

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

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

MM. CHANGES IN SCOPE/CHANGE ORDERS

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

The State may, upon the written agreement of contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor shall be determined in accordance with applicable unit prices if any, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification.

Changes or additions to the contract beyond the scope of the RFP are not permitted.

NN. SEVERABILITY

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

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

OO. CONFIDENTIALITY

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

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

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

PP. PROPRIETARY INFORMATION

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

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must

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

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

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

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

RR. STATEMENT OF NON-COLLUSION

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

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

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

SS. PRICES

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

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award, prices shall remain firm for the initial five (5) year term of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

On subsequent renewals of the original contract, any price increases must be submitted in writing to the Nebraska Department of Roads, Traffic Engineering Division. Pricing for subsequent renewals for on-going annual maintenance support and on-going licensing fees may not exceed a combined 5% increase per each one-year renewed contract period. The Nebraska Department of Roads will review the price increase request and have the option to accept or decline the increase. All price increases must include justification for change and provide proof of increase.

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

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

TT. BEST AND FINAL OFFER

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

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

UU. ETHICS IN PUBLIC CONTRACTING

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

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

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

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

VI. INDEMNIFICATION

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

1. GENERAL

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

The contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker’s compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the contractor.

WW. NEBRASKA TECHNOLOGY ACCESS STANDARDS

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

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

XX. ANTITRUST

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

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

YY. DISASTER RECOVERY/BACK UP PLAN

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

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

ZZ. TIME IS OF THE ESSENCE

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

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

AAA. RECYCLING

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

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

BBB. DRUG POLICY

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

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

CCC. EMPLOYEE WORK ELIGIBILITY STATUS

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

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. The Contractor hereby agrees to contractually require any

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

The undersigned duly authorized representative of the Contractor, by signing this agreement, hereby attests to the truth of the following certifications, and agrees as follows:

Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Contractor shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all subcontractors, by contractual agreement, to require the same registration and verification process.

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Roads website at: <http://www.nebraskatransportation.org/projdev/docs/save/dr289.pdf>

The completed United States Attestation Form should be submitted with the Request for Proposal response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor’s lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

DDD. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

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

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

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

EEE. POLITICAL SUB-DIVISIONS

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

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

FFF. OFFICE OF PUBLIC COUNSEL

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

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract and shall not apply if Contractor is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq.

GGG. LONG-TERM CARE OMBUDSMAN

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

If it is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq., Contractor shall comply with the Act. This section shall survive the termination of this contract.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

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

A. PROJECT OVERVIEW

The State of Nebraska, Department of Roads, Traffic Engineering Division, Highway Safety/Accident Records section, Accident Analysis Unit reviews motor vehicle crashes at locations throughout the state. These reviews are conducted on a per request basis to evaluate the need for roadway modification and improvements and the safety of roadway designs. This RFP is being released for the purpose of receiving bids for a Web Based Motor Vehicle Crash Diagramming System. The Web Based Motor Vehicle Crash Diagramming System must be based on a framework of components that can be customized to meet the requirements defined in this Request For Proposal document.

B. SOLUTION TYPE

Bidders may propose to transfer and modify a system custom-built for another client (Existing System); use a Commercial Off-The-Shelf (COTS) solution that can be configured, modified, or enhanced to support the primary objectives; or create a hybrid system combining the best of several different solutions.

C. SOLUTION HOSTING

The system may be hosted by the State or the contractor. If the contractor proposes to have the State host the system, NDOR's Business Technology Support Division (BTSD) and the Office of the Chief Information Officer (OCIO) will offer fully functional server operation and maintenance facilities for application hosting, and can employ or acquire any necessary hardware and application layers necessary for the Web Based Crash Diagramming System.

D. BIDDING OPTIONS

This RFP provides six (6) options for bidding:

1. Option A, Existing System, State-Hosted: The proposed solution's application hardware and infrastructure would be owned and maintained by the State. See Attachment A for required forms.
2. Option B, Existing System, Contractor-Hosted: The proposed solution's application hardware and infrastructure would be owned and maintained by the contractor. See Attachment B for required forms.
3. Option C, COTS Solution, State-Hosted: The proposed solution's application hardware and infrastructure would be owned and maintained by the State. See Attachment C for required forms.
4. Option D, COTS Solution, Contractor-Hosted: The proposed solution's application hardware and infrastructure would be owned and maintained by the contractor. See Attachment D for required forms.
5. Option E, Hybrid Solution, State-Hosted: The proposed solution's application hardware and infrastructure would be owned and maintained by the State. See Attachment E for required forms.
6. Option F, Hybrid Solution, Contractor-Hosted: The proposed solution's application hardware and infrastructure would be owned and maintained by the contractor. See Attachment F for required forms.

Bidders may bid on any or all options. In order for a bidder to be considered for more than one option, a complete, separate proposal (Corporate, Technical, and Cost) must be submitted for

EACH option. Each proposal submitted must clearly identify which option is being bid. The State will evaluate all proposals submitted within each separate option. A highest scoring bidder will be identified for each option (A, B, C, D, E, F). The State will then make a determination as to which option will best meet the State's needs and make an award to the highest scoring bidder for that option.

E. PROJECT GOALS

1. Acquire and implement a compatible, flexible and customizable Web Based Crash Diagraming system.
2. Automate the Motor Vehicles Crash diagram process.
3. Prepare detailed Motor Vehicle Crash diagrams through the system including (but not limited to):
 - a. Standard and customizable templates and reports.
 - b. Preparation, modification, printing and management of reports.
 - c. Management and storage of prepared diagrams and reports.
 - d. Tracking of diagram and report preparation.
 - e. Exportable diagrams (PDF, DGN, DWG, DWG formats) and reports (PDF, DOCX, XLSX formats).

F. PROJECT ENVIRONMENT

The Traffic Engineering Division has fifty-seven (57) employees divided among four (4) business units or sections: Traffic Control, Traffic Analysis, Highway Safety/Accident Records and Office of Highway Safety. The mission of the Traffic Engineering Division is to provide engineering services and advice, in cooperation with public and private organizations, for a safe and efficient state transportation system for the movement of people and goods. Our services include engineering analysis, use of traffic control devices, design and manufacture of signs, traffic data collection, administrative support, and computer aided drafting.

G. CURRENT NDOR TECHNICAL ENVIRONMENT

1. **INFASTRUCTURE**
 - a. Microsoft IIS 7.0
 - b. Microsoft Windows Server 2008
 - c. Microsoft Windows Workstations
 - d. Active Directory 2003
2. **DATABASE**
 - a. Microsoft SQL Server 2008
 - b. SQL Server 2012
3. **DEVELOPMENT**
 - a. Microsoft .NET Platform
 - b. Visual Studio 2010
 - c. SQL Server databases (Must be upgradable within one year of new releases)
4. **ENTERPRISE**
 - a. Internet Explorer 7 and 8
 - b. PathView and PathWeb by Pathway Services Inc.
 - c. Microsoft Outlook/Exchange 12.0
 - d. Microsoft Office 2010

H. PROJECT PHASES

1. PROJECT PLANNING AND ANALYSIS PHASE

This phase encompasses project planning, requirements validation work, and any additional analysis needed prior to the system design activities. It begins once a contract is executed.

2. DESIGN, DEVELOPMENT, IMPLEMENTATION (DDI) PHASE

This phase encompasses the following periods of work:

- a. Design
- b. Development, Interfaces, and Integration
- c. Testing
- d. Implementation
- e. Training

While the current implementation approach utilized by NDOR is Agile, any of the IT recognized approaches (waterfall, agile, phased, all at once, etc) will be acceptable. The overall implementation and rollout approach will depend on the mythology selected and the contractor's recommendation.

3. POST IMPLEMENTATION SUPPORT PHASE

The period following implementation, known as the Post Implementation Support Phase, will consist of a period up to twelve (12) months of support to the NDOR. The duration of the support phase will be up to the discretion of the NDOR. The Post Implementation Support Period and will be followed by the on-going Operations and Maintenance Period.

4. OPERATIONS & MAINTENANCE (O&M) PHASE

This phase begins when the Web Based Motor Vehicle Crash Diagramming System is fully implemented, all related requirements have been fulfilled in accordance with the contract, and NDOR has determined that those requirements are fully operational.

The contractor shall also provide assistance with the turnover process in accordance with the Turnover Plan (6.7).

I. TECHNICAL REQUIREMENTS

1. FUNCTIONAL REQUIREMENTS

The Web Based Motor Vehicle Crash Diagramming System must meet the system functional requirements. The functional requirements which bidders must address are described in the Requirements Matrix.

It is important to NDOR that the system complies with State and federal requirements. Significant changes that are required in order to comply with new regulations will be addressed through the change control process as identified in Section IV.L.4.e, Change Control Documents. Smaller changes will be considered to be part of the Operations and Maintenance responsibilities of the contractor. Any known applicable requirements that are published and publicly available at the time of proposal submission, including requirements with a future effective date (albeit within the contract term) will be considered included in the contract scope and the State will not agree to any additional charges to comply with these requirements.

2. SYSTEM USERS

In terms of users, the system must allow for a minimum of fifty (50) users across the State of Nebraska, with an approximate minimum of one-third (1/3) of the total number of users being concurrent users at any given time, without negatively impacting performance.

J. HARDWARE & SOFTWARE REQUIREMENTS

1. HARDWARE

The RFP response must include all necessary hardware, systems software (operating systems licenses, auxiliary or support systems software, etc.), and disk storage space requirements necessary to optimally effect the proposed solution. The solution offered must take into consideration the NDOR's data storage requirements over the entire contract term, including the optional renewal period(s).

NDOR reserves the right to procure hardware through State purchasing contracts.

2. SOFTWARE VERSIONS

The contractor will, during the contract, maintain any and all third-party software products at their most current version or no more than two (2) versions back from the most current version at no additional charge to the State, provided that such third-party software version upgrades can be installed and maintained with the State staff indicated in the Proposal for the Maintenance and Support services.

However, the contractor of the Web based Motor Vehicle Crash Diagraming System will not maintain any third-party software versions, including two (2) versions back, if any such version would prevent NDOR from using any functions, in whole or in part, or would cause deficiencies or defects in the software within the proposed solution. If implementation of an upgrade to a third-party software product requires contractor personnel, in addition to the State staff proposed in the proposal for the Maintenance and Support Services, the State and contractor must mutually agree to implement such an upgrade. Any costs that are charged by a third-party software manufacturer for a necessary upgrade of this system to a third-party software product that is not covered by such Software's Maintenance and Support agreement will be charged to and paid for by the Contractor.

The contractor will, during the contract, maintain any and all software products that are used in the functionality of the Web based Motor Vehicle Crash Diagraming System at their most current version or no more than one (1) versions back from the most current version at no additional charge to the State, provided that such software version upgrades can be installed and maintained with the State staff indicated in the Proposal for the Maintenance and Support services. Any software upgrades or features that are not expressly created for an individual client will be considered a software version changes and subject to inclusion into the Web Based Motor Vehicle Crash Diagraming System.

K. PROJECT PLANNING & ANALYSIS PHASE

The following table contains the list of requirements and due dates expected of the contractor for the Planning and Analysis phase of the project. Details for these requirements follow in the text after the table.

	Phase	Requirements	Due Date
1.1	1.0 Project Planning	Detailed Project Work Plan	Due at Contract Start + 4 weeks
1.2		Project Control Documents (Risk Management and Resolution Plan, Issue Management and Resolution Plan, Organizational Change Management Plan, Work Management Plan, Change Control Documents)	Due at Contract Start + 15 days
1.3		Status Reporting Plan	Due at Contract Start + 15 days
1.4		Electronic Project Library	Due at Contract Start + 15 days
1.5		Security Plan	Due at Contract Start + 4 weeks
1.6		Business Continuity Plan/Disaster Recovery Plan	Due at Contract Start + 4 weeks
2.1	2.0 Requirements Analysis	Requirements Validation Document (RVD)	Due dates to be determined in the Detailed Work Plan
2.2		Fit/Gap Analysis	Due dates to be determined in the Detailed Work Plan
2.3		Pilot/Prototype	Due dates to be determined in the Detailed Work Plan

L. PROJECT PLANNING (1.0)

1. PROJECT MANAGEMENT PLAN (DUE WITH RFP RESPONSE)

Integral to the success of the project is a solid project plan and the management of that plan. The bidder shall prepare a Project Management Plan to be submitted with the RFP response.

The bidder shall develop a viable Project Management Plan according to industry standards and best practices that meets contractual requirements and timelines with the timing necessary for successful pre-implementation activities. Once the Project Management Plan is approved by NDOR, the contractor shall maintain and modify the approved Project Management Plan throughout the project, with NDOR's approval, by updating it to reflect the evolving schedule, priorities, risks, and resources. It will be a living document and updates will be made as needed with a formal review at least quarterly.

Project planning and management deliverables must conform to the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK) -

Fifth Edition or subsequent editions, American National Standards Institute ANSI/PMI 99-001-2008, and the ISO/IEEE 12207-2008, System and Software Engineering - Software Lifecycle Processes where applicable.

2. TESTING METHODOLOGY (DUE WITH RFP RESPONSE)

The bidder must present methods for developing and maintaining test scenarios, test sets, test cases, and test steps. Testing Methodologies must also address the bidder's approach to documenting test procedures and test results.

3. DETAILED WORK PLAN (1.1)

Within four (4) weeks from the start of the contract, the contractor will develop a Project Work Plan that includes a schedule and Gantt chart (for all project tasks, subtasks, and activities), milestones, and deliverables. Resources from the contractor and NDOR must be included for all tasks, subtasks, and activities that exist as line items within the Project Work Plan. The contractor's Project Work Plan will also maintain the following date-sensitive information:

- a. Originally scheduled Start and End dates for all tasks, subtasks, and activities (including milestones and deliverables).
- b. Anticipated Start dates for future tasks, subtasks, and activities, if schedule fluctuation has occurred.
- c. Anticipated End dates for all current and future tasks, subtasks, and activities, if schedule fluctuation has occurred.
- d. Actual Start dates for all current and completed tasks, subtasks, and activity.
- e. Actual End dates for all completed tasks, subtasks, and activities.
- f. The contractor must provide an evaluation of the NDOR Traffic Engineering Division's environment including business activities within business sections, across business sections, and with business entities outside of the Traffic Engineering Division. The details of this plan should include a pre-project assessment of current workflows and processes. An assessment of how the system will integrate with and/or replace existing diagram imaging system functions must also be included.

It is expected that the contractor will collaborate with the NDOR Project Leader to maintain an integrated Detailed Project Work Plan for all project related activities on an ongoing basis and identify issues that affect deadlines. The contractor shall update the Detailed Project Work Plan as needed and submit an updated Detailed Project Work Plan to NDOR on at least a monthly basis.

4. PROJECT CONTROL DOCUMENTS (1.2)

Within fifteen (15) calendar days from the start of the contract, the contractor shall submit plans for the project, including:

a. RISK MANAGEMENT & RESOLUTION PLAN

This provides a description of the tasks and activities that will be performed as part of the contractor's Risk Management Plan. At a minimum it shall include the following:

i. Preliminary Risk Assessment

A description of the most significant project risks and a description of proposed mitigation strategies for each risk. This assessment also

includes a description of the impact associated with any identified potential failures.

ii. Ongoing Risk Identification Plan

A description of the contractor's ongoing approach to the identification of potential risks, tracking of potential risks, and provision of information to NDOR that supports the monitoring of risk across the project.

iii. Risk Response Plan

A description of the contractor's ongoing approach to the development of options and to the determination of actions necessary to reduce threats and enhance the Project's activities. Where applicable, contingency plans for various risks should be documented and contingency plan triggers should be identified.

b. ISSUE MANAGEMENT & RESOLUTION PLAN

The plan presents a description of the contractor's standard process for resolution of problems identified and reported by the contractor and NDOR staff. This description must include the contractor's plan for ensuring that issues, requests, and decisions are recognized, agreed upon, assigned to an owner, incorporated to an issue log, monitored, documented, and managed.

c. ORGANIZATIONAL CHANGE MANAGEMENT PLAN

This section presents a description of the contractor's Organizational Change Management Plan. The contractor must work with NDOR to develop an Organizational Change Management Plan that establishes the method and approach to organizational change management including organizational change management roles and responsibilities, processes, and methods necessary for communicating and managing organizational change during the life of the Project.

d. WORK MANAGEMENT PLAN

This part of the plan is for ongoing management of the Detailed Project Work Plan. At a minimum, this includes information on frequency of updates, a description of how schedule-related issues will be addressed, and a strategy for integrating elements of the Work Plan with Issue Management, Status Reports, and other related project management deliverables.

e. CHANGE CONTROL DOCUMENTS

i. Change Control Process

The contractor must work with NDOR to establish a change control process. Change control is the formal process for identifying changes that arise in the natural flow of the project (but do not impact scope, deliverables, or budget) and determining the disposition of the requested change or correction. The Change Control Process will span the entire project life cycle and incorporate a formal change request process, including formal NDOR review and approval.

Each Change Control Request will:

- a)** Provide a clear scope of what is included from each change request.
- b)** Delineate impacts to the project's schedule.

- c) Require successful completion of testing before the implementation stages.
- d) Incorporate multiple levels of priority for change requests (e.g., critical, must-have, desired, etc.).
- e) Support the Change Control Process by estimating impacts, investigating solutions, identifying alternatives, inputting appropriate information into the Project tracking tools, participating in the decision-making process, and implementing the agreed-upon solution.

ii. **Change Control Tracking System**

The contractor must provide a change control tracking system that provides the following minimum requirements:

- a) The means to control and monitor change requests.
- b) A process for reporting the status of all change requests.
- c) The ability for NDOR to set and change priorities on individual change requests.
- d) A method for NDOR to determine the estimated and actual hours allocated to each change request and the personnel assigned to each request.
- e) A method to schedule a completion date provided by NDOR for each change request.

5. STATUS REPORTING PLAN (1.3)

This is the protocol for submittal of Status Reports, including the format and media for submittal and the procedure(s) for submittal. Key information for these reports includes: a summary of recent accomplishments, identification of, resolution plans, documentation for critical issues and risks (from issue and risk management tools), activities planned for the next reporting period, and a summary of the project's progress according to the schedule, budget, and task list. Schedule monitoring will include identification of any project schedule variance that has occurred.

The contractor shall submit a formal month-end Status Report in a format approved by NDOR.

6. PROJECT & STATUS MEETINGS PROTOCOL

This is the protocol for project Status Meetings. Status Meetings will be scheduled bi-monthly. The contractor's project management team, NDOR's Project Manager, and other key staff will attend the Status Meetings. Meetings will follow a standard pre-set agenda jointly prepared by the contractor and the NDOR Project Manager. The meeting agenda will be distributed twenty-four (24) hours before the scheduled meeting. The agenda should be flexible to allow discussion of other issues or concerns. The contractor must create written meeting records, in an agreed format, for the NDOR Project Manager. All meeting records and related documents will be stored in electronic format within the Electronic Project Library (to include an index of meeting records).

7. ELECTRONIC PROJECT LIBRARY (EPL) (1.4)

The EPL will include both current and historical versions of the Detailed Project Work Plan as well as all other project documents. The EPL will be maintained and remain accessible to both NDOR and the contractor's project teams throughout the life of the

contract and all optional renewals. All project staff will be given appropriate folder-level and file-level access and restrictions according to standards agreed upon between the contractor and NDOR. The contractor will provide a description of the security measures that will be put in place to ensure that only authorized personnel have access to the EPL. As appropriate, all materials in the EPL will be indexed for easy retrieval. The Contractor's designated documents and files will be maintained as part of the EPL.

8. SECURITY PLAN (1.5)

The bidder shall ensure the proposed Web based Crash Diagraming System shall provide application controls to prevent its unauthorized use of maintain system process controls, and log all transactions. In addition, the Web based Crash Diagraming System shall provide security to limit availability to application functionality, software screens, data records, data elements, and data element values where appropriate.

If the contractor hosts the solution, the contractor shall develop a Security Plan and document the contractor's plan to prevent unauthorized use and disclosure of sensitive and confidential data. The Security Plan shall include administrative, physical and technical safeguards. The plan must also conform to State and federal laws and regulations. The State must initially approve the Security Plan, and will, from time to time, conduct audits of the Security Plan. The contractor will provide full cooperation during these audits.

9. BUSINESS CONTINUITY/DISASTER RECOVERY (1.6)

The contractor must develop a Business Continuity Plan which includes the following:

- a. Identification of the core business processes.
- b. For each core business process:
 - i. Identification of potential system failures for the process;
 - ii. Risk analysis;
 - iii. Impact analysis; and
 - iv. Definition of minimum acceptable levels of outputs.
- c. Documentation of contingency plans.
 - i. Definition of triggers for activating contingency plans;
 - ii. Discussion of establishment of a business resumption team;
 - iii. Maintenance of updated disaster recovery plans and procedures; and
 - iv. Plan for replacement of personnel.

Additionally, if the contractor hosts the solution, the contractor shall develop a Disaster Recovery Plan as required in the Terms and Conditions, Section III.YY. The Disaster Recovery Plan shall conform to State and federal guidelines and standards related to disaster recovery and backup.

The timing of the Disaster Recovery Plan will be determined in the Detailed Project Work Plan.

M. REQUIREMENTS ANALYSIS (2.0)

The outcome of Requirements Analysis is a set of documents that define the details of the baseline functionality to be included in the system. These documents will be developed in conjunction with the Requirements Matrix, and will be reviewed and revised on a continuing basis as requirements are addressed.

1. REQUIREMENTS VALIDATION DOCUMENT (RVD) (2.1)

The Requirements Matrix contains NDOR’s functional and technical requirements for the proposed solution. The contractor shall validate existing RFP requirements to provide the level of detail necessary for any further design, development, or implementation activities that address Traffic Engineering’s requirements. Such further detail and definition are to be considered within the scope of the original RFP requirements and contract.

2. FIT/GAP ANALYSIS (2.2)

The fit/gap analysis will document the disposition of each requirement and the resolution of identified gaps (e.g., customization, workaround, eliminate requirement). The contractor shall assist NDOR in identifying appropriate business process improvement opportunities, documenting the recommended changes, and planning and implementing approved business process changes. Traceability and mapping are key components throughout this process.

3. PILOT/PROTOTYPE (2.3)

The Requirements Analysis activity will include one (1) to three (3) pilot demonstrations or a pilot prototype system integrated with the business process analysis and software configuration process.

N. DESIGN, DEVELOPMENT & IMPLEMENTATION PHASE

The following table contains a list of the requirements and due dates expected of the contractor for the Design, Development, and Implementation (DDI) phase of the project. Details for these requirements follow, in the text after the table.

	Phase	Requirements	Due Date
3.1	3.0 Design	Detailed System Design Document (DSDD)	Due dates to be determined in the Detailed Work Plan
3.2		Testing Plan	Due dates to be determined in the Detailed Work Plan
4.1	4.0 Development, Interfaces, Integration	Software Development Plan	Due dates to be determined in the Detailed Work Plan
4.2		Construction Summary Report(s) (as requested)	Due dates to be determined in the Detailed Work Plan
4.3		Code Management Plan	Due dates to be determined in the Detailed Work Plan
4.4		Master schedule of interface development efforts	Due dates to be determined in the Detailed Work Plan

	Phase	Requirements	Due Date
4.5		Interface Design/Test Environment/Testing	Due dates to be determined in the Detailed Work Plan
5.1	5.0 Testing	User Acceptance Testing Plan	Due dates to be determined in the Detailed Work Plan
5.2		Test scripts, test conditions, expected results, actual results	Due dates to be determined in the Detailed Work Plan
5.3		Testing Results Bi-Weekly Report	Due dates to be determined in the Detailed Work Plan
5.4		System Testing Results Report, with an updated Requirements Traceability Matrix	Due dates to be determined in the Detailed Work Plan
6.1		6.0 Implementation	System Implementation Plan
6.2	Approved Final Readiness Assessment		Due dates to be determined in the Detailed Work Plan
6.3	User documentation and help files		Due dates to be determined in the Detailed Work Plan
6.4	Hardware and software product documentation		Due dates to be determined in the Detailed Work Plan
6.5	System error documentation		Due dates to be determined in the Detailed Work Plan
6.6	System Go-Live		Due dates to be determined in the Detailed Work Plan
6.7	Turnover Plan		Due dates to be determined in the Detailed Work Plan

	Phase	Requirements	Due Date
7.1	7.0 Training	Training Plan	2 months prior to the first training session
7.2		Onsite Train-the-Trainer session(s) (including classroom materials, leave-behind materials, and limited on-going advice for trainer group)	Due dates to be determined in the Training Plan
7.3		Video sessions	Due dates to be determined in the Training Plan
7.4		Training Manuals	Due dates to be determined in the Training Plan

O. DESIGN (3.0)

As necessary to meet the list of requirements as stated in the RFP, the contractor will conduct design sessions, Joint Application Development (JAD) sessions, business rules sessions, and workflow sessions to develop the Design requirements. Prior to each session, the contractor shall develop/update proposed preliminary designs to the extent that it is possible and present it at the session.

The contractor shall evaluate the detailed design and test requirements considering:

- Traceability to the requirements of the software item.
- Consistency with architecture.
- Feasibility of testing.
- Feasibility of operation and maintenance.

1. DETAILED SYSTEM DESIGN DOCUMENT (3.1)

The Detailed System Design Document (DSDD) shall conform to generally accepted industry practices as approved by NDOR. The DSDD must be updated to reflect changes identified through the DDI phase. Updated sections must be provided to NDOR for review and written approval within ten (10) days of a system change.

2. TESTING PLAN (3.2)

The contractor shall also define and document test requirements and a schedule for testing software units. Testing requirements shall include any compliance testing with the industry standards and regulations.

P. DEVELOPMENT, INTERFACES, AND INTERGRATION (4.0)

1. DEVELOPMENT

As necessary to meet the list of requirements as stated in the RFP, the contractor shall conform to software engineering best practices defined in the industry for development of system components.

a. SOFTWARE DEVELOPMENT PLAN (4.1)

The contractor shall create the Software Development Plan (4.1), which shall describe the contractor's methods and process for using a systematic,

documented approach for all software development activities and the environment in which this work will be completed.

b. CONSTRUCTION SUMMARY REPORT (4.2)

The contractor shall provide to NDOR a bi-monthly Construction Summary Report (4.2) during the Development work. The report must contain, at a minimum:

- i. Major products developed, delivered, or updated.
- ii. Identification of all issues that have arisen and resolutions (identification of issues/risks that may impact the next phase).
- iii. Assurance of walkthrough and transfer of knowledge.
- iv. **Code Management Plan (4.3)** – Contractor shall provide to NDOR a Code Management Plan for any customization included in the proposal

2. INTERFACES & INTEGRATION

The Web Based Crash Diagramming System must interface with:

- a. Microsoft SQL Server 2012 or greater – for vehicle crash data extraction.
- b. OnBase (www.hyland.com) document imaging system - for user access and viewing of vehicle crash images.
- c. Google maps – for viewing of street locations.
- d. Pathweb (www.pathwebservices.com) for viewing of NDOR's digital roadway video logs.
- e. Bentley Microstation software – Used to create custom diagram templates.

The contractor shall be responsible for developing all the necessary interfaces. This includes interface design, development, validation, testing, and documentation. NDOR will coordinate any required interactions with other software vendors who will need to modify their systems to use these inbound and outbound interface datasets.

The contractor shall be responsible for developing interface standards for specific parties interfacing into the Web Based Crash Diagramming System. The contractor shall also assist the parties interfacing into the Web Based Crash Diagramming System by providing consulting support and assistance with testing at no additional cost to the State.

As part of the responsibilities, the contractor shall:

- a. Develop a **Master Schedule of Interface Development Efforts (4.4)** that is integrated with the Detailed Project Work Plan;
- b. Ensure that a stable and accessible **Interface Testing Environment (4.5)** is available by an agreed upon date; and
- c. Demonstrate successful **Interface Testing (4.5)**.

Q. TESTING (5.0)

The contractor shall be responsible for carrying out unit, system, and integration testing for all programs, modules, and sub-systems throughout the development and management life cycles. The contractor is responsible for successfully completing system and user acceptance testing prior to implementation. Testing is expected to conform to contemporary best-practices.

The contractor is responsible for certifying that each program, module, and sub-system meets or exceeds all of the functional, technical, and performance requirements prior to implementation. The contractor shall be responsible for working with NDOR in structuring testing environments that mirror the production environment.

The contractor is also responsible for the initial development of **User Acceptance Testing (5.1)** test scenarios, building detailed testing scripts, determining expected results, establishing testing procedures and protocols, etc. (**Test Scripts, Test Conditions, Expected Results & Actual Results 5.2**). NDOR must approve in writing all test scenarios prior to testing. Acceptance testing will include testing by users of all system functions, including, but not limited to, proper functioning of software, hardware and network components, as well as both data content, output, and connectivity components. It will offer the opportunity to test documentation, procedures, and business processes.

The contractor is responsible for the management of the testing effort and other related events, and communicating this ongoing information with the State testing team (**Testing Results Bi-Weekly Report 5.3**). The contractor must provide NDOR with all test results (**System Testing Results Report 5.4**), to include the tracking and correction of deficiencies. NDOR will not procure testing tools for this project and any testing tools proposed shall be provided by the contractor and licensed by the contractor for use by its staff and the applicable NDOR staff for the project at the testing site. The contractor shall provide any required training on the proposed testing tools to all State staff that will be required to use the proposed testing tools. At the end of the engagement, testing artifacts will be transferred to NDOR. The contractor shall also provide any needed testing infrastructure (desktops, servers, etc.) and/or licensing to support any contractor-provided testing tools.

R. IMPLEMENTATION (6.0)

1. SYSTEM IMPLEMENTATION PLAN (6.1)

The contractor shall develop a System Implementation Plan that includes:

- a. Activities needed immediately prior to implementation;
- b. NDOR staffing requirements;
- c. Communication activities;
- d. Plan for completion of knowledge transfer;
- e. Checklists of work to be performed and/or outputs to be produced on the first day and at the end of the first week, month, quarter, and year of operation; and
- f. Rollback plan to include in detail what will be done if the implementation does not succeed.

2. APPROVED FINAL READINESS ASSESSMENT (6.2)

The contractor shall create the Final Readiness Assessment to assist in the determination of final implementation readiness. Written approval of this Assessment constitutes NDOR's decision to move forward with implementation. At a minimum, the Assessment must address the following:

- a. An Assessment Summary that includes the analysis completed, risks, and mitigation associated with implementation and a recommendation for proceeding;
- b. Status of data linkage efforts and its completion;
- c. An assurance that Disaster Recovery, where applicable, is documented and ready;
- d. Documentation of user acceptance testing approval by NDOR;
- e. Knowledge transfer sign-off by NDOR;
- f. Assurance that all locations, system users, and security profiles have been identified and set up;
- g. Documentation that the Help Desk is ready and staffed for deployment; and
- h. Confirmation that NDOR power-users are available and ready to assist for initial deployment.

Throughout the DDI Phase, the contractor's objective shall be to implement all required system functionality. The Web Based Crash Diagraming System shall satisfy contractual functional and technical requirements, and conform to the approved System Implementation Plan.

Additionally the contractor must develop and maintain the following documentation:

- a. **User Documentation and Help Files** which are searchable based on a topic and/or keyword **(6.3)**;
 - b. Documentation for all hardware and software products including reference guides, user guides, technical guides/manuals, and technical documentation (system administration, configuration workbook, system architecture, application architecture, etc.) **(Hardware & Software Product Documentation 6.4)**;
 - c. Documentation that explains system error or performance messages to users and administrators, with the actions required **(System Error Documentation 6.5)**; and
 - d. Documentation must be updated monthly during the DDI Phase.
3. **SYSTEM GO-LIVE (6.6)**
System go-live is the date on which the solution has been fully implemented (meets all established functional and technical requirements) for the Traffic Engineering Division. This is the date on which the post implementation support period begins.
4. **TURNOVER PLAN (6.7)**
In the event that NDOR will be hosting the solution, the contractor shall develop a Turnover Plan and submit it to NDOR for review and approval. The contractor shall also provide assistance with the turnover process in accordance with the Turnover Plan.

If the solution is contractor-hosted, the Contractor shall be responsible for end of contract activities at the completion of the contract to ensure that the transition from Contractor to the State occurs smoothly and without disruption to the State. End of Contract Transition activities will include planning and timely transfer of data and documentation to the State. The contractor shall provide technical and professional support to the State and/or a successor contractor in support of the turnover as

mutually agreed between the State and the contractor at no additional cost to the State.

5. ONGOING SUPPORT

Following implementation, the vendor must provide ongoing support of the software system; including, but not limited to:

- i. The vendor must provide application support including resolution of problems reported in production, changes in design of application, modification of components, testing of changes, design of application changes, and deployment of changes. These changes will be through the Change Management Process as defined in Section V.B.2.
- ii. The vendor must commit to responsive communication with the NDOR project team, assisting NDOR staff with individual support in a mentoring and coaching capacity and providing status reports on the application.
- iii. Ongoing development services as defined in Section V.B.2 Change Management.
- iv. Ongoing system maintenance.
- v. Technical support / help desk support services and hours of operation – Services to be available between 9 a.m. to 5 p.m. (CST).
- vi. Planning of system upgrades and enhancements (particularly related to software that has been customized to match the specific business needs of distinct organizations) as defined in Section V.B.2 Change Management.
- vii. Access to up-to-date administrator and developer information.

S. TRAINING (7.0)

1. TRAINING METHODOLOGY (DUE WITH RFP RESPONSE)

The contractor must describe its strategy for on-site train-the-trainer sessions for up to twenty (20) NDOR staff at a central NDOR location in Lincoln, NE. Training Methodology must also address the contractor's approach to provide training sessions, training materials and on-going support to the trainers. Contractor must include the number and outline of training sessions it feels are necessary to optimally effect the proposed solution. All costs for training, materials and travel expenses shall be at no additional cost to the State.

2. TRAINING PLAN (7.1)

The contractor shall detail all activities for training in the proper use of the Web Based Crash Diagramming System. Plan shall provide a description of the train-the-trainer strategy including methods, materials, and time frame proposed for train-the-trainer sessions. The contractor must submit the Training Plan to NDOR two (2) months prior to the train-the-trainer session(s). This will allow time to prepare the necessary logistics for the session(s).

3. TRAIN-THE-TRAINER SESSION(S) (7.2)

The contractor shall provide, at no additional cost to the State, on-site training sessions **(7.2)** for up to twenty (20) trainers at a central NDOR location in Lincoln, Nebraska. Training materials for the train-the-trainer session shall be provided, at no additional cost to the State, a minimum of three (3) weeks before the onsite training session(s). The contractor shall provide leave-behind materials specific to the trainer group and

will be available for limited on-going advice to ensure the success of the train-the-trainer approach.

After phase 6.6 System Go Live, the contractor shall provide the State with supplemental training for the trainer group if significant system updates occur. This supplemental training may occur onsite or via video conference, web portal, manual, or other mutually agreeable delivery method. Video web portal will be made available to NDOR upon request. **(7.3 Video Sessions)**

4. TRAINING MANUALS (7.4)

The contractor shall provide twenty (20) manuals for each type of training (such as new user and administrator) including quick start guides and FAQs. These manuals may be provided via web portal, CD, or other mutually agreeable delivery method and be provided to NDOR at no additional cost to the State.

T. OPERATIONS & MAINTENANCE PHASE

The following table contains the list of requirements and due dates expected of the contractor for the Operations and Maintenance (O&M) phase following the implementation of the solution. Details for these requirements follow in the narrative after the table.

	Phase	Requirements	Due Date
8.1	8.0 Operations and Maintenance	Operating Procedures Guide	Due dates to be determined in the Detailed Work Plan
8.2		Help Desk Procedure Manual	Due dates to be determined in the Detailed Work Plan
8.3		Problem Resolution Plan	Due dates to be determined in the Detailed Work Plan

1. OVERVIEW (8.0)

Operations & Maintenance (O&M) activities include, but are not limited to, the following:

- a. Perform system maintenance, including testing, documentation, etc. Note: Maintenance shall be conducted outside of NDOR’s normal business hours (M-F, 8 A.M.-5 P.M. CST).
- b. Record, track, and resolve system defects at no additional cost to the State.
- c. Conduct necessary software updates.
- d. Conduct maintenance of interfaces.
- e. Provide help desk support with predefined technical support prioritization levels.
- f. Provide security management.
- g. Support policy and process changes.
- h. Keep portal up to date.
- i. Keep all written material, including all system documentation and scripts, up to date as changes occur.

2. OPERATING PROCEDURES GUIDE (8.1)

The contractor shall develop and maintain documentation on operating procedures to assist technical staff in operation and maintenance of the Web Based Crash Diagramming System. These procedures help define and provide understanding of system operations and performance. The operations procedures will address all facets of the technical operation of the system. The Operating Procedure Guide must be continuously updated to reflect the latest changes.

3. HELP DESK (8.2)

At no additional cost to the State, the contractor shall be responsible to operate and support the Help Desk, and shall be responsible for providing a single toll-free number. The contractor shall also provide voice mail capability and shall provide an email address for users to report system problems.

- a. The Help Desk must be available between the hours of 8 A.M. to 5 P.M. CST, Monday through Friday.

4. PROBLEM RESOLUTION PLAN (8.3)

The contractor shall establish procedures for receiving, recording, and tracking problem reports and modification requests from users, and providing feedback to users. Whenever problems are encountered, the problems shall be recorded and entered into the problem resolution process. The contractor shall implement (or establish organizational interfaces with) the configuration management process for managing resolutions to the existing system.

The contractor and NDOR will develop a mutually agreeable Problem Analysis and Resolution Plan prior to completion of the system implementation.

The contractor shall provide a toll-free number and an email address for users to report system problems.

U. REQUIREMENTS ACCEPTANCE

All requirements will be provided to NDOR in the following format:

- 1. One (1) hardcopy; and
- 2. Posting the requirement in the EPL.

Given that some requirements are not specific documents, a one (1) page summary of the requirement shall be delivered to NDOR and posted in the EPL.

On receipt of a requirement, NDOR will log the requirement and it must be approved in writing by the NDOR Project manager/Director within ten (10) business days to be considered final.

If the material or document is determined to be in non-compliance, NDOR will send written notification to the contractor's Project Manager outlining the reason(s) for the determination. The contractor, at no expense to the State, will bring work determined by NDOR to be in non-compliance with this RFP into conformance within ten (10) working days of notice and resubmit the requirement to NDOR. If NDOR accepts the requirement, requirement material or documents, an acceptance letter, signed by NDOR, will be submitted to the contractor.

V. DELIVERABLES

PROJECT PLANNING, ANALYSIS, AND DDI PAYMENTS

All deliverables must be approved by NDOR in order for the task which produced them to be considered complete. Contractor payment is contingent upon the State's approval of select deliverables included in this Request for Proposal. The format and content of each deliverable shall be defined and agreed upon in detail prior to the start of the appropriate task. This definition will include the identification of any automated tools used to produce the deliverable. The contractor, prior to the submission of each major deliverable, shall provide a walk-through. The State will not review the deliverables unless the format and content has been approved.

The review process will ensure compliance with the agreed upon plan and content of the deliverable, and with the terms of the contract. The contractor will provide the State with at least ten (10) working days per deliverable in the Project Work Plan, for the State to conduct a review and reply. The state may approve, reject or ask the contractor to make revisions on the detail.

Each deliverable shall be complete within, and of, itself and shall be consistent with any previous deliverables produced. The State reserves the right to require the contractor to revise deliverables previously approved or to reject current deliverables based on the inconsistency with prior deliverables.

Relative to the proposed solution, bidder's response shall also discuss and explain the deliverables you intend to provide in terms of maintenance efficiency, user efficiency, data integrity, process improvement, security and support.

The table below defines how the Project Planning, Analysis, and DDI fees will be split up among the project milestones. Each milestone has associated deliverables, as described in Section V. Please see the detailed Cost Sheets for the solution proposed.

Table 1 – Project Planning, Analysis, and DDI Payments Schedule	
Milestone	Percentage of Total Project Cost (not including on-going O&M annual fees or licensing fees)
Project Planning	5%
Requirements Analysis	10%
Design	15%
Development, Interfaces, and Integration	25%
Testing	20%
Implementation	10%
Training	10%
Operations & Maintenance	5%
Total	100%

W. PAYMENT SCHEDULE

The payment schedule for the project is tied to specific dates and deliverables. Invoices may be submitted by the contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved.

The contractor shall submit invoices that clearly match all charges to the corresponding contract deliverable or annual charge, whichever is applicable. Invoice charges should be further categorized by full description of all work completed and/or product delivered, quantities, and prices. Any charges based on hourly rates shall indicate the hours by individual and position, with a detailed explanation of the work covered by the hours. NDOR will finalize the format of the invoices with the contractor at the start of the contract.

X. O&M PAYMENTS

The Operations & Maintenance Phase begins upon State approval of successful completion of the DDI work. During O&M Phase, NDOR will pay the contractor on an annual basis.

V. PROPOSAL INSTRUCTIONS

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

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

A. TECHNICAL PROPOSAL SUBMISSION

The Technical Proposal shall consist of three (3) sections:

1. "State of Nebraska Request for Proposal for Contractual Services" form, signed in ink;
2. Corporate Overview; and
3. Technical Approach.

1. REQUEST FOR PROPOSAL FORM

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

The Request for Proposal for Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

2. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal must consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

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

b. FINANCIAL STATEMENTS

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

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the

stability and financial strength of the organization. Additionally, a non-publicly held firm must provide a banking reference.

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

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.

e. RELATIONSHIPS WITH THE STATE

The bidder shall describe any dealings with the State over the previous ten (10) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past twenty-four (24) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past ten (10) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past ten (10) years, including the other party's name,

address and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past ten (10) years, so declare.

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

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder must address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions must include:
 - a) The time period of the project;
 - b) The scheduled and actual completion dates;
 - c) The contractor's responsibilities;
 - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e) Each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.
- iii. If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the contractors above. In addition, subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

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

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

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the

State project shall be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

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

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

j. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder must provide:

- i. Name, address, and telephone number of the subcontractor(s);
- ii. Specific tasks for each subcontractor(s);
- iii. Percentage of performance hours intended for each subcontract; and
- iv. Total percentage of subcontractor(s) performance hours.

3. TECHNICAL APPROACH

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

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

B. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is packaged separately as specified in the RFP from the Technical Proposal section.

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those in Attachments A, B, C, D, E, and F.

1. PRICING SUMMARY

(Attachment A, Forms A.3-A.4; Attachment B, Forms B3-B.4; Attachment C, Forms C.3-C.4; Attachment D, Forms D.3-D.4; Attachment E, Forms E.3-E.4; or Attachment F, Forms F.3-F.4 for the proposed solution.)

This summary shall present the total fixed price to perform all of the requirements of this Request for Proposal. The bidder must include details in the Cost Proposal supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

The State reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

2. CHANGE MANAGEMENT

NDOR includes on-going system maintenance and updates as part of the contract requirements of operating the NDOR Web Based Motor Vehicle Crash Diagramming System. However, there may arise from time to time a need for work not originally specifically delineated in this RFP but considered within the scope of work as it relates to technology. This additional work may stem from legislative mandates, emerging technologies, and/or secondary research not otherwise addressed in Section IV.

a. CHANGE MANAGEMENT PROCESS

The Contractor may submit Change Orders which fall under change management as described herein. An hourly rate for Change Management must be included on Attachment A, Form A.5; Attachment B, Form B.5; Attachment C, Form C.5; Attachment D, Form D.5; Attachment E, Form E.5; or Attachment F, Form F.5 for the proposed solution. The Change Order must be acknowledged and accepted in writing by NDOR before any additional work is undertaken. Each Change Order Request submitted by the Contractor will:

- i.** Provide a clear description of what is included in each change request.
- ii.** Incorporate multiple levels of priority for change requests (e.g., critical, must-have, desired, etc).
- iii.** Support the Change Management Process by estimating impacts, investigating solutions, identifying alternatives, participating in the decision-making process, and implementing the agreed-upon solution.

b. FIXED HOURLY RATES

NDOR requires the following pricing approach be used when addressing Change Management tasks and activities:

- i.** An hourly rate for Change Management must be included on Attachment A, Form A.5; Attachment B, Form B.5; Attachment C, Form C.5; Attachment D, Form D.5; Attachment E, Form E.5; or Attachment F, Form F.5 for the proposed solution.
- ii.** Invoices must clearly identify the change project, the staff involved, and the hourly rate established in the RFP response.

3. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Request for Proposal. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

C. PAYMENT SCHEDULE

The payment schedule for the project is tied to specific dates and deliverables. Invoices may be submitted by the contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved.

The contractor shall submit invoices that clearly match all charges to the corresponding contract deliverable or annual charge, whichever is applicable. Invoice charges should be further categorized by full description of all work completed and/or product delivered, quantities, and prices. Any charges based on hourly rates shall indicate the hours by individual and position, with a detailed explanation of the work covered by the hours. NDOR will finalize the format of the invoices with the contractor at the start of the contract.

Milestone	Percentage of Total Project Cost (not including on-going O&M annual fees or licensing fees)
Project Planning	5%
Requirements Analysis	10%
Design	15%
Development, Interfaces, and Integration	25%
Testing	20%
Implementation	10%
Training	10%
Operations & Maintenance	5%
Total	100%

Form A

Bidder Contact Sheet

Request for Proposal Number R54-14

The Bidder Contact Sheet should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response. Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

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

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	