



ADDENDUM ONE

Date: April 21, 2016
To: All Bidders
From: Brandy Henke, Buyer
Nebraska Department of Roads
RE: Addendum for Request For Proposal RFP R69-16
Maintenance Decision Support System & Automated Vehicle Locator System & Svcs

- The implementation/installation completion date listed on pages 1, 18, 30, 31, and 34 of the Request For Proposal R69-16 which reads:

“It is the expectation of the NDOR that full implementation/installation of the MDSS and AVL Systems shall be complete by October 15, 2016

Is hereby amended to the following:

“It is the expectation of the NDOR that the MDSS and AVL Systems shall be implemented and installed, including completion and NDOR approval of installations and system acceptance, according to the following schedule:

Year 1 – Minimum of 225 vehicles and MDSS acceptance must be complete by October 15, 2016

Year 2 – Minimum of 225 additional vehicles, complete by October 15, 2017

Year 3 – Minimum of 200 additional vehicles, complete by October 15, 2018

- Section III. FF. Retainage, on page 18 of the Request for Proposal R69-16 which reads:

“The State will withhold fifteen percent (15%) of each payment for each deliverable due as retainage. The entire retainage amount will be payable upon successful completion of the project. Project completion date has been established as October 15, 2016. Upon completion of the project, the Contractor will invoice the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the Contractor within forty-five (45) calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.”

Is hereby amended to the following:

“The State will withhold fifteen percent (15%) of each payment for each deliverable due as retainage. The entire retainage amount will be payable upon successful completion of each years’ deliverables; the Contractor will invoice the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the Contractor within forty-five (45) calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.”

- Section III. GG. Performance Bond, on page 19 of the Request For Proposal R69-16 which reads:

"The selected Contractor will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska for the life of the contract to include any renewal and/or extension periods. The amount of the bond for the first year of the contract must be \$1,000,000.00. In subsequent years of the initial five (5) year contract term, and for any renewal and/or extension periods, the amount of the bond must be \$200,000. The bond will guarantee that the selected Contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract."

Is hereby amended to the following:

*"The selected Contractor will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska for the life of the contract to include any renewal and/or extension periods. **The amount of the bond must be \$500,000.00 for each year of the first three (3) years of the contract term or until all 650 installations have been completed and approved by the NDOR and system acceptance has occurred.** In subsequent years of the initial five (5) year contract term, and for any renewal and/or extension periods, the amount of the bond must be \$200,000.00. The bond will guarantee that the selected Contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract."*

- Section III. UU. Prices, on page 24 of the Request For Proposal R69-16 which reads:

"Prices quoted on the Cost Proposal Bid Sheet shall remain fixed for the first year of the contract period. Any request for a price increase subsequent to the first year shall not exceed five percent (5%) of the previous Contract period and must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period, and be accompanied by documentation justifying the price increase. Further documentation may be required by the State to justify the increase. The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties."

Is hereby amended to the following:

*"Prices quoted on the Cost Proposal Bid Sheet shall remain fixed for **the three (3) year term** of the contract period. Any request for a **price increase in subsequent years** shall not exceed five percent (5%) of the previous contract period and must be submitted in writing to the **Nebraska Department of Roads** a minimum of 120 days prior to the end of the current contract period, and be accompanied by documentation justifying the price increase. Further documentation may be required by the State to justify the increase. The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties."*