

**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 R69-16	April 15, 2016
OPENING DATE AND TIME	PROCUREMENT CONTACT
May 13, 2016 at 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 R69-16 for the purpose of selecting a qualified Contractor to provide a Maintenance Decision Support System (MDSS) and Automatic Vehicle Location (AVL) System and Services.

Written questions are due no later than April 27, 2016, 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://das.nebraska.gov/materiel/purchasing.html>

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.02, all State contracts in effect as of January 1, 2014, and all contracts entered into thereafter, will be posted to a public website. Beginning July 1, 2014, all contracts will be posted to a public website managed by the Department of Administrative Services.

In addition, all responses to Requests for Proposals will be posted to the Department of Administrative Services public website. The public posting will include figures, illustrations, photographs, charts, or other supplementary material. Proprietary information identified and marked according to state law is exempt from posting. To exempt proprietary information you must submit a written showing that the release of the information would give an advantage to named business competitor(s) and show that the named business competitor(s) will gain a demonstrated advantage by disclosure of information. The mere assertion that information is proprietary is not sufficient. (Attorney General Opinion No. 92068, April 27, 1992) The agency will then determine if the interests served by nondisclosure outweigh any public purpose served by disclosure. Cost proposals will not be considered propriety.

To facilitate such public postings, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a response to this RFP, specifically waives any copyright or other protection the contract or response to the RFP may have; and, acknowledge that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a response to this RFP and award of the contract. Failure to agree to the reservation and waiver of protection will result in the response to the RFP being non-conforming and rejected.

Any entity awarded a contract or submitting a RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of contracts, RFPs and related documents.

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 AND 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.

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

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

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.

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

After Receipt of Order: After Receipt of Order

Automated Vehicle Locator (AVL): A system that makes use of the Global Positioning System (GPS) to enable a business or agency to remotely track the location of its vehicle fleet.

AVL Hardware: AVL hardware that contains GPS technology and other integrated functions (i.e., cellular modem) to support vehicle location and other data reporting.

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.

Central Processing Unit (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.

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.

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.

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.

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

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

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

Evaluation: The process of examining an offer after opening to determine the 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).

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.

Graphical User Interface (GUI): A software program that enables the screens that appear on the user's computer to display the data. The user interacts with the screens using keyboard, mouse or touch to select menu items and data to display.

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the RFP, or contract is completed.

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

Level of Service:

LEVEL OF SERVICE	GUIDELINE	TARGET
Route Designation	Traffic Level (ADT)	Regain Time (hours)
Super Commuter	>50,000	4 (bare pavement)
Urban Commuter	20,000-50,000	6 (bare pavement)
Rural Commuter	7,000-20,000	8 (bare lane)
Primary	2,500-7,000	12 (bare lane)
Secondary	1,000-2,500	24 (bare lane)
Low Volume	<1,000	48 (bare lane)

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.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Maintenance Decision Support System (MDSS): A decision support tool that integrates relevant road weather forecasts, coded maintenance rules of practice, and maintenance resource data to provide winter maintenance managers with recommended road treatment strategies.

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.

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.

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 service no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance: A complaint about a governmental action or decision related to a Request for Proposal 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.

Route: A route segment is a bi-directional portion of a single highway with fixed end points that is maintained by personnel in a single maintenance yard. The term route segment is a way of describing a section of road that receives generally consistent winter maintenance treatment (with some exceptions on grades and shaded areas).

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.

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.

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 Contractor by the Nebraska Department of Roads when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported by the agency. The Nebraska Department of Roads shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Web User Interface (WUI): A web browser based interface that enables the screens that appear on the user's computer to display the data. The user interacts with the screens using keyboard, mouse or touch to select menu items and data to display.

Will: See Shall/Will/Must.

Winter Maintenance Vehicle: Snowplow trucks.

Work Day: See Business Day.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Department of Roads (NDOR), is issuing this Request for Proposal, RFP Number R69-16 for the purpose of selecting a qualified Contractor to provide a Maintenance Decision Support System (MDSS) and Automatic Vehicle Location (AVL) System & Services. It is the expectation of the NDOR that full implementation/installation of the MDSS and AVL Systems shall be complete by October 15, 2016. Any resulting contract is not an exclusive contract to furnish the services provided for in this Request for Proposal, and does not preclude the purchase of similar services from other sources.

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. The State reserves the right to extend the period of this contract beyond the termination date when circumstances require the contract to be extended for a short period of time not to exceed 180 days and if mutually agreeable to the Contractor and the State of Nebraska.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:
<http://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	April 15, 2016
2.	Last day to submit written questions	April 27, 2016
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	May 3, 2016
4.	Proposal opening Location: Nebraska Department of Roads Operations Division 5001 So. 14 th Street Lincoln, NE 68512	May 13, 2016 3:00 P.M. Central Time
5.	Review for conformance of mandatory requirements	May 13, 2016
6.	Evaluation period	May 16 – May 20, 2016
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	June 7-8, 2016
8.	Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	June 14, 2016
9.	Contract finalization period	June 14 – July 1, 2016
10.	Contract award	July 1, 2016
11.	Contractor start date	July 1, 2016
12.	<i>All deliverables for Project Completion Due, including completion and NDOR approval of all installations and System Acceptance has occurred.</i>	October 15, 2016

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

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

Name: Brandy Henke
Agency: Nebraska Department of Roads(NDOR)
Address: 5001 So. 14th Street
Lincoln, NE 68512
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 Maintenance Decision Support System (MDSS) and Automatic Vehicle Location (AVL) System and Services 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. CUSTOMER SERVICE

In addition to any specified service requirements contained in this agreement, the Contractor agrees and understands that satisfactory customer service is required. Contractor will develop or provide technology and business procedures designed to enhance the level of customer satisfaction and to provide the customer appropriate information given their situation. Contractor, its employees, Subcontractors, and agents must be accountable, responsive, reliable, patient, and have well-developed communication skills as set forth by the customer service industry's best practices and processes.

D. 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.

E. 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 (NDOR) and clearly marked "RFP Number R69-16; MDSS/AVL Systems & Services Questions". It is preferred that questions be sent via e-mail to

DOR.OperationsProcurement@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, showing the total number of pages transmitted, and clearly marked "RFP Number R69-16; MDSS/AVL Systems & Services 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://das.nebraska.gov/materiel/purchasing.html> on or before the date shown in the Schedule of Events.

F. 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.

G. 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 must 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 the bid will be rejected.

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.

H. 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.

I. 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).

J. 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. The State reserves the right to reject any or all proposals and re-advertise for proposals; and further reserves the right to waive any informality or irregularity. All awards will be made in a manner deemed in the best interest of the State.

K. EVALUATION OF PROPOSALS

All proposals that are responsive to the Request for Proposal will be evaluated. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. The State may elect to use a third-party to conduct credit checks as part of the corporate overview evaluation. 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 (Including Matrices); and
3. Cost Proposal Bid Sheet.

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:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. 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

4. 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 weighting will be released with the Request for Proposal. Evaluation criteria weighting and a list of respondents will be posted to the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>.

L. 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 be published

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.

M. 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. Completed Section III;
4. Technical Approach (Including Matrices); and
5. Cost Proposal Bid Sheet.

N. 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. The State may use a third-party to conduct reference checks

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.

O. 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.

If a bank is registered with the Office of Comptroller of Currency, it is not required to register with the State. However, the Office of Comptroller of Currency does have a certificate of good standing/registration. The bank could provide that for verification. (Optional)

P. 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. Withdrawal of the Intent to Award
3. Termination of the resulting contract.
4. Legal action.
5. 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 must include completed Section III with their proposal response.**

The State of Nebraska is soliciting bids in response to the RFP. The State of Nebraska will not consider proposals that propose the substitution of the bidder's contract, agreements, or terms for those of the State of Nebraska's. Any License, Service Agreement, Customer Agreement, User Agreement, Bidder Terms and Conditions, Document, or Clause purported or offered to be included as a part of this RFP must be submitted as individual clauses, as either a counter-offer or additional language, and each clause must be acknowledged and accepted in writing by the State. If the Bidder's clause is later found to be in conflict with the RFP or resulting contract the Bidder's clause shall be subordinate to the RFP or resulting contract.

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 intent to award decision has been determined, it will be posted to the Internet at:
<http://das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at:
<http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a 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 Nebraska Department of Roads 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.

Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this paragraph.

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 contactors' 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

COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$10,000 any one person
Damage to Rented Premises	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3 rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$10,000,000
SUBROGATION WAIVER	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
LIABILITY WAIVER	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory."	

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. CONTRACT CONFLICTS

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

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

V. 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.

W. 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.

X. 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.

Y. 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.

Z. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.

2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The State may terminate the contract immediately for the following reasons:
 - a. If directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;

- c. A trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
- d. Fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
- e. An involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
- f. A voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- g. Contractor intentionally discloses confidential information;
- h. Contractor has or announces it will discontinue support of the deliverable;
- i. Second or subsequent documented "vendor performance report" form deemed acceptable by the Agency; or
- j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

AA. 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.

BB. 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.

CC. 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.

DD. 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 is 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, Contractor 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 Contractor’s routine back up procedures.

EE. 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.

FF. RETAINAGE

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

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.

GG. PERFORMANCE BOND

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

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.

HH. 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 Department of Roads. 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.

II. 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.

JJ. 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.

KK. 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 shall reflect a fifteen percent (15%) retainage on all invoices submitted to the NDOR for payment, with the exception of the final contract payment. Invoices shall contain sufficient detail for NDOR to evaluate the work completed, including but not limited to NDOR equipment, number of vehicles completed and the location of installations.

Invoices shall be sent to:

Nebraska Department of Roads
 Attn: Mike Mattison
 5001 So. 14th Street
 Lincoln, NE 68512

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.

LL. 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; back charge 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.

MM. 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.

NN. 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.

OO. 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.

PP. 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.

QQ. 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.

RR. 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.

SS. 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.

TT. 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.

UU. 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 or the Request for Proposal is cancelled.

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.

The State will be given full proportionate benefit of any price decrease during the term of the contract.

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.

VV. 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.

WW. 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.

XX. 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.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 *et seq.* and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. ALL REMEDIES AT LAW

Nothing in this agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this lease. Any liabilities or claims for property loss or damages or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this lease shall be determined according to applicable law.

YY. 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 to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

ZZ. 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.

AAA. 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.

BBB. 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.

CCC. 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.

DDD. 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.

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the 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.

FFF. 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.

G.G. 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.

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 (NDOR), is issuing this Request for Proposal, RFP Number R69-16 for the purpose of selecting a qualified Contractor to provide a Maintenance Decision Support System (MDSS) and Automatic Vehicle Location (AVL) System & Services, thereby upgrading winter maintenance vehicle operations throughout the eight (8) districts within the NDOR. The MDSS and AVL Systems proposed must meet the requirements defined in this RFP document. It is the expectation of the NDOR that full implementation/installation of the MDSS and AVL Systems shall be complete by October 15, 2016.

B. SOLUTION TYPE

NDOR will be accepting proposals for the following solution types:

- 1) Existing System built for another client that can be transferred and modified to support the primary objectives; or
- 2) Commercial Off-The-Shelf Solutions that can be configured, modified, or enhanced to support the primary objectives.

C. SOLUTION HOSTING

NDOR will be accepting proposals for Contractor hosted solutions for which the proposed solution's application hardware and infrastructure would be owned and maintained by the Contractor.

D. PROJECT OBJECTIVES

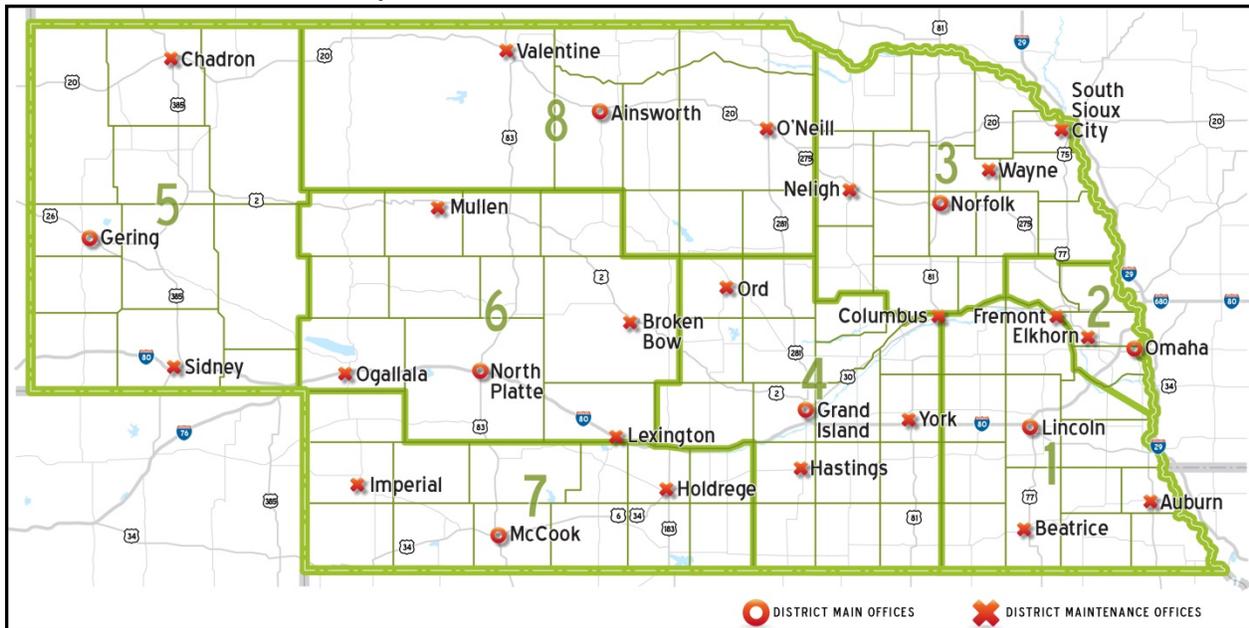
It is the objective of the NDOR to improve the efficiency of roadway winter maintenance operations through the deployment of the following MDSS applications:

- 1) **Automated Vehicle Locator (AVL) System** – Provides the position and other information from AVL-equipped winter maintenance vehicles in the field for viewing by NDOR staff. Location and other data shall be viewable in the office within five (5) minutes of the time it is generated in the vehicle.
- 2) **Vehicle Camera** – A forward-facing camera on the NDOR winter maintenance vehicles to provide a snapshot image and live video feed of road and weather conditions as they appear to drivers.
- 3) **Application Rate** – Communicates vehicle spreader application rates to a MDSS/AVL Server package for review by NDOR staff. The tool will allow users in the office to view current and historical application rate data via an MDSS/AVL Server package.
- 4) **Weather/Pavement Conditions & Forecast** – Communicates current and forecasted weather/pavement conditions for specific geographic areas and highway segments.
- 5) **Desktop (GUI), Web-Based (WUI), and Mobile Applications** – All of the MDSS data including that listed above in 1, 2, 3, and 4 will be displayed in views that clearly convey the information to NDOR staff. The detail may vary to accommodate the screen size available.
- 6) **Treatment Recommendations** – Treatment recommendations will be required for Districts 2, 6, and 7 with an estimated 150 routes within Districts 2, 6 & 7. However, the overall solution shall allow for future expansion to include an estimated 250 additional routes that may be added in subsequent years within the remaining districts. Recommended maintenance actions based on weather and pavement forecasts using current real-time weather data collected from roadside stations, airport weather stations, vehicle sensors, and other available sources of weather information. Recommendations will be customized for individual route segments based on current and forecasted pavement conditions and specified Level of Service. Current data shall be defined as within no more than fifteen (15) minutes of data collected by vehicle AVL and RWIS, and at least as frequent as updates are provided by the National Weather Service.
- 7) **Vehicle Touchscreen Display** – Vehicle Touchscreen Displays will be required for Districts 2, 6, and 7 with an estimated 150 displays within Districts 2, 6 & 7. However, the overall solution shall allow for future expansion to include additional displays that may be added in subsequent years within the remaining districts. Selected vehicles will be equipped with touchscreen displays that provide relevant information to operators and the ability to transmit information to the MDSS server. Touchscreen displays will be disabled when the vehicle is in motion. Touchscreen display shall include ability to view treatment recommendations.

E. PROJECT ENVIRONMENT

There are eight (8) NDOR districts that manage winter highway maintenance. Districts may have different approaches to winter highway maintenance to fit the varying weather patterns, traffic levels, materials availability, and other factors.

District Map of NDOR Main Offices and District Maintenance Offices



F. SCOPE OF WORK

This section provides an overview of the various means by which the winter maintenance tools and MDSS applications will be installed for NDOR District staff. AVL hardware and cameras will be installed in approximately 650 winter maintenance vehicles across the state of Nebraska. *It is the expectation of the NDOR that full implementation/installation of the MDSS and AVL Systems shall be complete by October 15, 2016.*

Vehicle AVL hardware will include communications equipment that enables communication of data between vehicles and the MDSS/AVL Server. Additional equipment will also include forward-facing vehicle cameras for the purpose of capturing still images of driving conditions. Images will be captured and transmitted once every minute to be viewable by NDOR staff. Cameras will be capable of producing clear, well defined images captured in daylight as well as night conditions illuminated by vehicle headlights.

In the Districts that have chosen to receive treatment recommendations, NDOR staff must be able to view the recommendations from the AVL touchscreen in the winter maintenance vehicle, MDSS Graphical User Interface (GUI), Web User Interface (WUI), and Mobile Applications. The recommendations must account for the past and future events that affect the treatment needed to achieve the specified level of service. The recommendations are to be based on current and forecasted conditions and the specified level of service for the route.

A GUI, WUI, and Mobile Applications shall provide NDOR personnel with information including weather forecasts, pavement forecasts, current conditions, camera images, AVL data, reports, and treatment recommendations. These user interfaces will offer GIS map views that show all of the data in user configurable views.

NDOR has utilized the ITS Systems Engineering process in planning for the deployment of AVL and MDSS operations. Figure 1 below contains the Concept of Operations and System Requirements developed for winter operations. The Contractor shall complete the following work tasks under the direction of the NDOR Project Manager. Contractor shall refer to Figure 1 which contains the system requirements for the equipment requested herein.

Figure 1 – Full System Winter Maintenance Tools and MDSS Applications

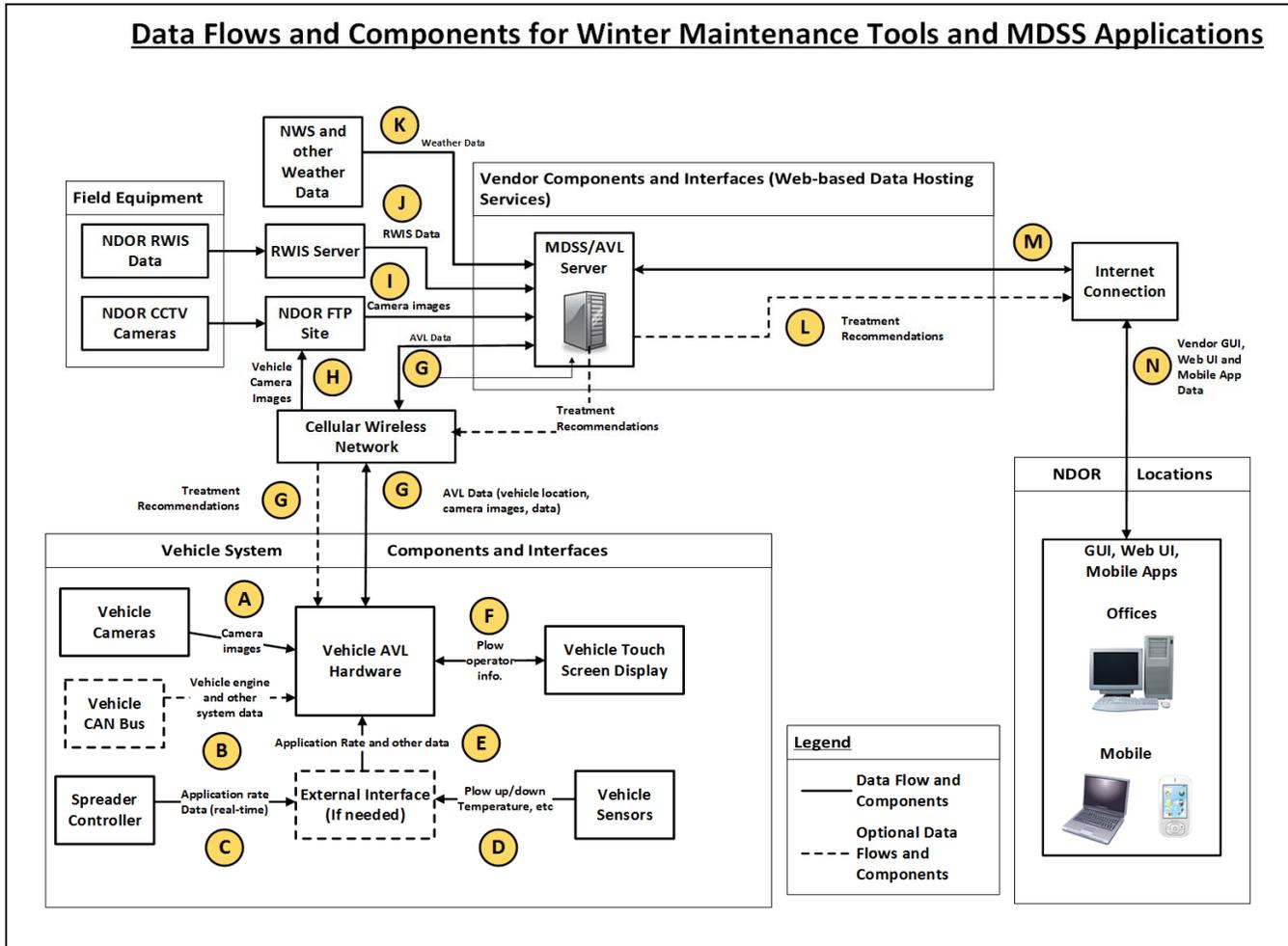


TABLE 1 – SYSTEM COMPONENT DEFINITIONS

System Component	Component Definition
Contractor-Provided Equipment	
Vehicle Cameras	Cameras installed in the vehicle to capture forward-looking images of roads during day and night-time conditions.
Vehicle AVL Hardware	Hardware that contains GPS technology and other integrated functions (i.e. cellular modem) to support vehicle location and other data reporting.
Vehicle Touchscreen Display	Touchscreen display within the vehicle that is used by operators to monitor current conditions, display recommendations, and communicate information to the MDSS/AVL Server on maintenance operations and conditions.
MDSS/AVL Server	A computer system operated and maintained by AVL system / MDSS Contractor(s)
Contractor GUI for NDOR	Graphical User Interface (GUI) that presents the MDSS and AVL information to NDOR personnel.
Cellular Wireless Network	Cellular wireless network utilized by vehicle AVL hardware to communicate information to the MDSS/AVL Server. NDOR will determine the network(s) to be utilized by Contractor(s) on the project.
Existing NDOR Winter Maintenance Vehicle Equipment	
Vehicle CAN Bus	On-board vehicle system that connects sensors and vehicle hardware
Spreader Controller	Existing spreader controllers on NDOR winter maintenance vehicles
Snow Plow	Existing snow plow equipment on NDOR winter maintenance vehicles
Vehicle Sensors	Various vehicle sensors on NDOR winter maintenance vehicles

Existing NDOR Equipment and Data	
NDOR RWIS	NDOR's Road / Weather Information Systems (RWIS) field equipment that gathers environmental data from fixed locations.
NDOR CCTV Cameras	CCTV cameras at fixed locations that are used by NDOR to monitor road and weather conditions.
AWOS	Airport Weather Observation Systems (AWOS) field equipment installed at airports to gather environmental data from fixed locations.
NDOR FTP Site	FTP site used by NDOR to store images from NDOR CCTV Cameras communicated from the field. FTP site will also need to receive and store images from vehicle cameras.
RWIS Server	A private company that manages RWIS Data communicated from fixed locations in the field.
NDOR Staff	NDOR personnel that will access the MDSS UI through an internet connection.

TABLE 2 –VEHICLE SYSTEM COMPONENTS AND INTERFACES

Label	Path Name	From	To	Description
A	Camera Images	Vehicle Cameras	Vehicle AVL Hardware	This represents the flow of images captured by forward-facing vehicle cameras and communicated through vehicle AVL hardware. Note that vehicle AVL hardware will require cellular modem to transmit images at one (1) minute intervals. Cameras will interface with vehicle AVL hardware via cable interface to be determined by Contractor.
B	Plow Operator Information	Vehicle AVL Hardware	Vehicle Touch Screen Display	This represents the flow of information gathered from the vehicle AVL hardware and presented on the Vehicle Touchscreen Display for winter maintenance vehicle operators to view in real-time. Vehicle AVL hardware will connect with Vehicle Touchscreen Display via cable interface to be determined by Contractor.
C	Requests for Data	Vehicle AVL Hardware	MDSS/AVL Server	This represents the communication of all data gathered by the vehicle AVL hardware (location, camera images, application rate, and others) to the MDSS/AVL Server. Vehicle AVL hardware will require cellular modem to transmit data in real-time.
D	Weather Data	NDOR RWIS	MDSS/AVL Server	This represents the sending of data from NDOR RWIS equipment directly to MDSS/AVL Server. Input from RWIS equipment will be displayed within GUI and also used to support treatment recommendations for NDOR Districts that choose to utilize them in winter maintenance operations.
G	Material Usage Data (Real-time)	Spreader Controller	AVL Hardware	This represents the flow of data to enable the measurement of application rates by NDOR District Staff. Spreader controller equipment will connect to the vehicle AVL hardware in a consistent format.
H	Vehicle Sensors	Vehicle	Vehicle CAN Bus or External Interface	This represents the optional flow of data to enable NDOR District Staff to monitor the status of sensors, including which will either be "up" or "down". Winter maintenance vehicle equipment will connect to the vehicle CAN Bus or external interface so that data could be communicated to the vehicle AVL hardware in a consistent format.
I	Weather Sensor Data (Real-time)	Vehicle Sensors	Vehicle CAN Bus or External Interface	This represents the optional flow of data to enable communication of weather data from the vehicle which will be an input into a treatment recommendations application. Weather sensors will connect to the vehicle CAN Bus or external interface so that data could be communicated to the vehicle AVL hardware in a consistent format.
J	Vehicle Status Info. (Real-time)	Vehicle CAN Bus or External Interface	Vehicle AVL Hardware	This represents the flow of all controller spreader, plow up/down or vehicle sensor data to the Vehicle AVL Hardware from the vehicle CAN bus or external interface. This enables the vehicle AVL hardware to communicate the various vehicle data in a consistent format that can be reported and logged by the MDSS/AVL Server.

G. INSTALLATION REQUIREMENTS

It is the expectation of the NDOR that full implementation/installation of the MDSS and AVL Systems shall be complete by October 15, 2016. NDOR is composed of eight (8) districts. Exhibit A lists all locations, contacts, and equipment that will have AVL's and cameras installed. Installation locations are split into Superintendent areas; however, if needed, additional installation locations may be chosen by mutual agreement by NDOR and the Contractor.

1. NDOR will be responsible for and provide:
 - a. The vehicles requiring installation will be at the specified location on a schedule arranged with the installer;
 - b. A heated indoor work bay, electrical power as needed, a table or bench for set up and placement of tools and equipment;
 - c. A checklist of essential installation procedures;
 - d. Contact information for arranging installation dates and times, and for questions related to the installation; and
 - e. Prompt inspection of finished installation, and notification to Contractor of any non-compliance that requires rework.

2. Contractor shall be responsible for and provide as part of their bid price, the following, at no additional cost to the Nebraska Department of Roads:
 - a. Labor and miscellaneous materials required to install AVL systems and cameras in compliance with the standard installation procedure;
 - b. Tools, instruments, and necessary equipment required to perform the installation;
 - c. Travel to and from the installation locations, to include lodging if needed;
 - d. Completed checklist and certification of installation according to standard procedures; and
 - e. Prompt rework of any noncompliance with the standard procedure.

H. MDSS SYSTEM REQUIREMENTS

The system requirements describe what the proposed winter operations solutions will do and how the various subsystems will function. These will primarily describe the functional capabilities of the proposed systems and how the subsystems will function. These requirements set the technical scope of the system to be built and serve as the basis for later verifying the installed systems meet the specified requirements.

System requirements are verifiable details that define what the MDSS applications will do when deployed in the field. They address either functional or performance / operational aspects of the MDSS applications.

Functional requirements are divided into two general categories: 1) Vehicle System Components and Interfaces, and 2) MDSS/AVL Components and Interfaces. These interfaces are illustrated within Figure 1 of this document.

1. VEHICLE SYSTEM COMPONENTS AND INTERFACES (1.0)

The Nebraska Department of Roads is requesting approximately 650 AVL system units to be installed in winter maintenance vehicles across the State. Contractor shall provide a fully functioning AVL system, to include, but not limited to: hardware, firmware, software, data collection, storage, transfer, manipulation, display and any other items relevant to the functionality of the system. All necessary materials for satisfactory performance of the AVL system shall be incorporated, including regularly advertised equipment/accessories as part of the equipment bid, whether or not they may be specifically mentioned. All equipment and accessories purchased will become property of the NDOR.

Contractor shall furnish and install vehicle system components and interfaces in approximately 650 NDOR winter maintenance vehicles as illustrated in Figure 1, according to Attachment A, and described in herein.

The vehicle hardware on NDOR winter maintenance vehicles must interface with other existing and planned on-board equipment to enable the successful operation of the MDSS applications described in this document. Table 1 defines the flows of information between vehicle components.

1.1 Automatic Vehicle Location (AVL) System

- 1.1.1 The AVL system shall allow district maintenance dispatchers the ability to locate the real-time position of AVL equipped winter maintenance vehicles in the field.

1.2 Hardware

- 1.2.1 Contractor shall include all necessary hardware and system requirements necessary to optimally effect the proposed solution.
- 1.2.2 Hardware shall include GPS technology and other integrated functions (i.e. cellular modem) to support vehicle location and other data reporting.
 - a. GPS
 - b. Communications

- c. Data Interface
- d. Touchscreen Display

1.3 Software

- 1.3.1 Contractor shall include any and all software required to properly operate the equipment and transfer the video from the device to a secure web location using an internet connected computer.
- 1.3.2 The Contractor shall maintain any and all software used in the functionality of the AVL system, at no additional cost to the NDOR.
- 1.3.3 Software versions and/or updates shall not prevent NDOR from using any functions, in whole or in part, or cause deficiencies or defects in the software within the system.

1.4 Vehicle Cameras

- 1.4.1 Vehicle cameras shall be forward facing cameras installed inside NDOR winter maintenance vehicles which would provide a snapshot image and live video feed of road and weather conditions as they appear to drivers.
- 1.4.2 Cameras must be capable of producing clear, well defined images captured in daylight, as well as night conditions illuminated by vehicle headlights.
- 1.4.3 NDOR will require camera images from trucks to be sent to an existing FTP site where existing fixed CCTV cameras currently send their images.
- 1.4.4 Images could be made available by NDOR on a webpage, or integrated into an existing webpage such as the NDOR511 page.
- 1.4.5 The general public would be able to access the images through an internet connection.
- 1.4.6 Integration with AVL Equipment:
 - a. Vehicle cameras shall take snapshot images as instructed by the vehicle hardware.
 - b. Vehicle cameras shall integrate with vehicle hardware for the purpose of sending images through vehicle hardware to a central database or other NDOR websites.
 - c. Vehicle cameras shall be able to send camera images taken at least once every minute via connection to vehicle hardware.
 - d. Vehicle cameras shall be configurable to send images less often as desired by NDOR staff.
 - e. Vehicle cameras shall be capable of streaming video.
- 1.4.7 Camera Functional Requirements:
 - a. Cameras shall be forward facing cameras, mounted to capture a forward looking image from the vehicle with no sight of the exterior vehicle hood or the top roof of the vehicle in the images captured. Cameras shall be mounted in a manner as to not interfere with driver visibility.
 - b. Cameras shall have a minimum 2 megapixel resolution.
 - c. Camera shall take snapshot images that have a minimum resolution of 640x480 pixels per file image.
 - d. Vehicle cameras shall capture images of roadway conditions in both daytime (light) and nighttime (dark) conditions.
 - Low light capability shall be minimum: 0.05 lux Color; 0.005 lux B&W.
 - May switch to B&W in low light to meet performance criteria.
 - e. Must be capable of capturing still view of roadway sufficiently clear to read a standard STOP sign at 250' by day and 150' at night lit by truck headlights only.
 - f. Cameras shall integrate with GPS in vehicle hardware and indicate the location of the image in the transmitted metadata.
 - g. Camera must be capable of streaming live video; streaming at not less than 1024x768 resolution.

1.5 Equipment Requirements

- 1.5.1 Equipment and accessories bid shall be of the latest manufacture in production as of the date of the RFP and be of proven performance and under standard design, complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the video traffic data equipment shall be incorporated whether or not they may be specifically mentioned below.
- 1.5.2 Complete specifications, manufacturer's descriptive literature and/or advertising data sheets with cuts or photographs may be required prior to an award and should be included with the bid on the IDENTICAL items proposed. Literature should be complete and the latest published. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the bid document. If manufacturer's specifications sheets, descriptive literature, advertising data sheets or information necessary to show compliance with these specifications is not supplied in writing on or attached to the bid document, the bidder will be required to submit

requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the bid.

1.6 Gray Market Product Prohibition

- 1.6.1 The NDOR will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons. *Industries Regulation Act, Chapter 60, Article 14.*

1.7 Substitutions

- 1.7.1 Contractor will not substitute any item that has been awarded without prior written approval of the NDOR.

2. VEHICLE SUB-SYSTEM COMPONENT REQUIREMENTS (2.0)

2.1 Vehicle Hardware

- 2.1.1 Vehicle hardware shall include a GPS receiver that is accurate to within 2 meters for the purposes of vehicle location tracking.
- 2.1.2 Vehicle hardware shall include a cellular modem for communication of all data received by vehicle hardware inside the vehicle to MDSS/AVL Server.
- 2.1.3 Vehicle hardware shall be capable of storing 12 hours or 1 GB, whichever is greater, of information.
- 2.1.4 Vehicle hardware shall store data collected, including camera images, on the vehicle hardware while the vehicle is traveling out of communications coverage to MDSS/AVL Server and automatically forward stored information when back in coverage.
- 2.1.5 Vehicle hardware shall receive all data from, and communicate all data to, a MDSS/AVL Server.
- 2.1.6 GPS output interval on vehicle hardware shall be configurable to at least once every second.
- 2.1.7 GPS output interval shall be remotely configurable by NDOR staff.
- 2.1.8 Vehicle hardware shall begin receiving position and sensor data upon vehicle ignition and require no operator interface to begin this process.
- 2.1.9 Vehicle hardware shall have sufficient processor speed to handle all functions without noticeable delay.

2.2 AVL On-Board Integration

- 2.2.1 Vehicle hardware shall be able to interface with at least eight (8) digital sensor inputs, four (4) analog inputs, four (4) dedicated outputs, two (2) RS-232 communication Ports, two (2) USB Ports (2.0 or greater), and an Ethernet port.
- 2.2.2 Vehicle hardware shall be capable of integration with on-board vehicle diagnostic equipment.
- 2.2.3 Vehicle hardware shall have a hard-wired or wireless connection to the vehicle cameras.
- 2.2.4 Vehicle hardware shall have logic capable of instructing the vehicle cameras to capture an image at least once a minute.
- 2.2.5 Vehicle hardware shall instruct vehicle cameras to begin operating and capturing images upon vehicle ignition and require no operator interface to begin this process.
- 2.2.6 Vehicle hardware shall be integrated with on-board environmental sensors.
- 2.2.7 Vehicle hardware shall be integrated with vehicle spreader controllers.
- 2.2.8 Vehicle hardware shall be capable of integrating with the vehicle CAN bus.
- 2.2.9 Vehicle hardware shall be capable of processing material application information received from the vehicle CAN bus.

2.3 Equipment Reliability

- 2.3.1 Vehicle hardware shall maintain at least a 99% measure of operational uptime.
- 2.3.2 Vehicle hardware shall meet SAE J1455 environmental specifications and provide +/- 25 g shock rating.
- 2.3.3 Vehicle hardware shall operate within a temperature range from -40 F to 140 F and operating humidity up to 95%.
- 2.3.4 Vehicle hardware shall be solid state with no moving parts such as fans and all communication hardware shall be fully integrated into the housing with no openings.
- 2.3.5 Vehicle hardware shall be enclosed by a ruggedized case.
- 2.3.6 Vehicle hardware shall run on the vehicle's power system; typically 12VDC.
- 2.3.7 Vehicle hardware must be protected from voltage spikes and accommodate momentary drop in voltage during engine start without restarting or losing data.
- 2.3.8 Vehicle hardware shall include a power management feature or "sleep mode" and/or "charge guard" to ensure that vehicle battery is not discharged after the vehicle is turned off.
- 2.3.9 Vehicle hardware shall automatically report to the system upon vehicle ignition, without need for operator interface.
- 2.3.10 Vehicle hardware shall receive firmware/software updates via cellular communications equipment as "over-the-air" updates.
- 2.3.11 Vehicle hardware shall not produce RFI (Radio Frequency Interference) that negatively impacts the vehicle electronics including two-way radio communications.
- 2.3.12 Vehicle hardware shall not be negatively affected by RFI generated by the vehicle electronics including two-way radio communications.

2.4 Vehicle-To-Server Communications

- 2.4.1 Vehicle hardware shall communicate information to MDSS/AVL Server on vehicle locations, direction of travel, and speed at least once every 30 seconds.
- 2.4.2 Vehicle hardware reporting intervals shall be configurable to be more or less often as desired by NDOR staff.
- 2.4.3 Vehicle hardware shall include cellular communications technology that is dual mode – functional on 802.11 b/g and the latest LTE commercial protocols (must be backwards compatible to use 3G cellular services) -- and must include all necessary hardware items, processors, antennas, etc. (This provides the flexibility to use either 802.11 b/g wireless or GPRS to do automatic data downloads if necessary).
- 2.4.4 NDOR will specify the appropriate cellular provider for each NDOR vehicle.
- 2.4.5 Vehicle hardware shall communicate information to MDSS/AVL Server on material application rates at least once a minute and any time the rate of application changes.
- 2.4.6 Vehicle hardware shall communicate sensor data information to MDSS/AVL Server at least once every minute.
- 2.4.7 Vehicle hardware shall instruct vehicle cameras to transmit an image when the vehicle is moving or stationary, as measured by configurable vehicle speeds.
- 2.4.8 Vehicle AVL hardware shall transmit camera images via cellular connection at least once every minute to a central database.

2.5 Touchscreen Display

- 2.5.1 A display shall be available for presenting information on AVL and MDSS system operations to drivers within the cab of NDOR winter maintenance vehicles.
- 2.5.2 Display shall utilize a touch screen function for winter maintenance vehicle operator input of information.
- 2.5.3 Display shall be customizable with administrative credentials so that only relevant information is presented to winter maintenance vehicle operators, who would not be able to use the display for other purposes (i.e. social media, internet, etc.).
- 2.5.4 Display shall be sufficiently rugged to operate reliably in the cab of a winter maintenance vehicle.
- 2.5.5 Display screen shall be a minimum of six (6) inches tall by eight (8) inches wide. Overall size including enclosure shall be a maximum of eight (8) inches tall by ten (10) inches wide.
- 2.5.6 Operator controls presented by display screen shall only be allowed to function when the vehicle is stopped or traveling less than three (3) mph.
- 2.5.7 Information updates shall be communicated through the display at least once every five (5) minutes via cellular communications equipment installed as part of the AVL system.
- 2.5.8 Treatment recommendations shall be clearly visible to winter maintenance vehicle operators on the display during snowplowing operations for Districts who implement this application.
- 2.5.9 Display shall provide updates on an automated basis without the need for user intervention to retrieve updates.

- 2.5.10 Updates to information on the display, such as treatment recommendations, shall be provided with an audible tone to alert the driver that updated information has been displayed on the display.
- 2.5.11 Display shall be configurable with system administrative privileges to either enable or disable audible tone for drivers.
- 2.5.12 Display shall present short term forecast at all times when enabled.

2.6 Vehicle Equipment Data Transfer

- 2.6.1 AVL hardware shall integrate either the vehicle CAN bus or with an external interface on-board the vehicle.
- 2.6.2 AVL hardware shall provide an indication of when the spreader controller is not working or material is not being spread. The indication shall be visible on the MDSS GUI, and shall be stored for display in historical reports.

2.7 Fleet Management Reporting (OPTIONAL)

****The following is not a base RFP requirement; if NDOR decides to implement Fleet Management Reporting, the following requirements shall apply.***

- 2.7.1 AVL hardware shall collect engine data, available via OBD-II and the SAE standard J1708/1587, CANbus, and J1939 networks. Such information may include, but not be limited to:
 - Engine Hours
 - Odometer
 - Speedometer
 - RPM
 - Coolant Temperature
 - Transmission temperature
 - Fuel Level
 - Trip Fuel
 - Oil Pressure
 - Battery Voltage
 - DTC – Trouble Codes
 - Idle Time
 - Plow up/plow down
- 2.7.2 The collected data shall be transmitted to a server and stored on a secure database.
- 2.7.3 NDOR shall access the data through a web interface or client application using a secure log-in.
- 2.7.4 Industry standard and customizable reports shall be available.
- 2.7.5 Data shall be downloadable by NDOR for use in other applications.

3. CONTRACTOR COMPONENTS AND INTERFACES (3.0)

Contractor shall furnish and install system software as illustrated in Figure 1 and described within this section. Table 3 defines the flows of information between Contractor components and interfaces.

TABLE 3 – CONTRACTOR COMPONENTS AND INTERFACES

Item	Path Name	From	To	Description
1	Location, Camera Images, Weather Data	MDSS/AVL Server	Contractor GUI for NDOR	This represents the communication of vehicle location data, camera images, and weather data to end users via the Contractor GUI. Camera images are also transmitted from the MDSS/AVL Server for purposes of viewing through a Contractor GUI by NDOR staff.
2	Contractor GUI Data	Contractor GUI for NDOR	NDOR District Staff	This represents the presentation of information gathered by the MDSS/AVL Server to NDOR Staff responsible for winter roadway operations and maintenance. Contractor GUI shall be provided to illustrate data on winter maintenance operations and be accessed via an Internet connection and mobile application.

Item	Path Name	From	To	Description
3	Treatment Recommendations	MDSS/AVL Server	Contractor GUI for NDOR	This represents the presentation of treatment recommendations from MDSS/AVL Server to NDOR Staff responsible for winter roadway operations and maintenance. Contractor GUI shall be accessible to district supervisors via internet connection and mobile applications.
4	Treatment Recommendations	MDSS/AVL Server	Vehicle Hardware	This represents the presentation of treatment recommendations from MDSS/AVL Server to NDOR Staff responsible for winter roadway operations and maintenance. Contractor GUI shall be accessible to winter maintenance vehicle operators via mobile data computer in the vehicle.

NDOR district offices will require proper log-in credentials enabling NDOR staff to monitor winter maintenance vehicle locations and perform other central office functions as necessary. Vehicle hardware will be communicating information to a MDSS/AVL Server that can present the information on a graphical user interface that is accessible via an internet connection from any NDOR computer.

3.1 MDSS/AVL Server(s)

- 3.1.1 MDSS/AVL Server(s) shall be designed, owned and operated by the Contractor at a location of their choosing. Alternatively, the Contractor may use servers owned and operated by a disclosed Subcontractor.
- 3.1.2 All data stored on MDSS/AVL Server(s) shall be the property of the NDOR.
- 3.1.3 MDSS/AVL Server(s) shall be accessible to NDOR via the internet, using a standard web-browser using secure (i.e https) protocols.
- 3.1.4 MDSS/AVL Server(s) shall be accessible to NDOR users via an internet connection with a username and password allowing access to all information reported from vehicles.
- 3.1.5 MDSS/AVL Server(s) shall be able to provide access to the system for, and sustain, an estimated 1000 users.
- 3.1.6 Total concurrent users will be approximately 200.
- 3.1.7 MDSS/AVL Server(s) access shall be configurable to allow for diverse access, set by Administrative Users, according to level of staff responsibility.
- 3.1.8 MDSS/AVL Server(s) shall be in continuous operation 24 hours per day, 365 days per year.
- 3.1.9 MDSS/AVL Server(s) shall receive weather information reported from vehicle sensors on air and road temperatures.
- 3.1.10 MDSS/AVL Server(s) shall have a high degree of reliability with not less than 99.9% monthly uptime.

3.2 Data Archival Requirements

- 3.2.1 MDSS/AVL Server shall include the capability to selectively archive datasets and display archived data and products through GUI/WUI.
- 3.2.2 MDSS/AVL Server(s) shall allow for a means of automatic data archival and backup without system interruption.
- 3.2.3 All data within MDSS/AVL Server(s) shall be capable of being accessed, stored and archived by NDOR in a relational database.
- 3.2.4 MDSS/AVL Server(s) shall include a web services Application Programming Interface (API) to allow read only secured access for raw data retrieval for use in other relational database applications.
- 3.2.5 MDSS/AVL Server(s) shall store material application rate information by vehicle operator as historical information that can be reviewed by authorized software users.
- 3.2.6 MDSS/AVL Server(s) shall store the amount of material applied by vehicle operator as historical information that can be reviewed by authorized software users.
- 3.2.7 MDSS/AVL Server(s) shall store treatment recommendations provided to vehicle operators and authorized users as historical information that can be reviewed by authorized software users.
- 3.2.8 MDSS/AVL Server(s) shall include a short and long-term data storage capability, in which the process of saving data shall not interfere with the normal operation of the system.
 - a. Short-term archive shall consist of the latest fourteen (14) days of data.
 - b. Short-term archive shall be viewable by selecting the date and time of interest from the display interface.
 - c. The oldest stored data in short-term archive shall be overwritten by new incoming data, such that the integrity of incoming data is preserved.
 - d. Long-term archive shall consist of all system data to be archived for two (2) years by Contractor.

- e. All data in long-term archive shall be accessible to NDOR staff through GUI for a period of up to two (2) years from date of collection.
- f. Data beyond the two (2) year period shall be deleted on a quarterly basis.

3.3 Graphical User Interface (GUI)

- 3.3.1 GUI shall be designed to ensure that it can run on commercial-off-the-shelf hardware commonly available; that is, no special hardware development will be necessary.
- 3.3.2 MDSS/AVL Server shall present the locations of winter maintenance vehicles through a Graphical User Interface (GUI).
 - a. GUI shall include a base map that identifies all Nebraska roads and highways on which winter maintenance vehicles are traveling.
 - b. Base map shall use NDOR GIS map for an overlay to include viewable data provided by NDOR such as reference post data, district boundaries, superintendent areas, etc.
 - c. GUI shall be configurable to allow users to zoom to the appropriate region (e.g., state, city, county, etc.) that has input data necessary to support its operations.
 - d. GUI shall allow supervisors to click on winter maintenance vehicles identified in the GUI and gather information on the vehicle, including but not limited to:
 - Date / timestamps of locations reported
 - Direction of travel
 - Status of vehicle (moving or stationary)
 - Plow position (up / down)
 - Material application rate
 - Recommended application rate
 - Vehicle diagnostics
 - e. Supervisors shall be able to select winter maintenance vehicles identified in GUI and send text message information to one or multiple vehicles to be presented on the vehicle DISPLAY that is displayed only when the vehicle has stopped.
 - f. GUI shall provide the following functions to users through desktop / laptop computers:
 - Ability to view plan-view graphics
 - Animation of forecasts and weather information
 - Time selection whereby the user can select the time period for data viewing
 - Print function
 - Help function
 - Alert function
 - Ability to review historical data
 - Ability to select viewing area
 - Ability to toggle features, including but not limited to:
 - RWIS
 - CCTV cameras
 - AWOS
 - Weather backgrounds
 - Routes
 - Trucks (AVL)
 - Historical breadcrumb trail for trucks
 - Weather alerts
 - Pavement alerts
 - Ability to view time-series information, including but not limited to:
 - Weather conditions
 - Pavement conditions
 - Maintenance actions
 - Maintenance recommendations
 - Ability to combine data on time series plots
 - Ability to configure data ranges (scale) for each time series plot
 - Ability to overlay and combine graphical outputs from forecasts and observations
- 3.3.3 GUI shall include the capability to playback historical data between a configurable start and end date.
- 3.3.4 GUI shall present material application rate information between a configurable start and end date set by an authorized user of the MDSS/AVL Server for analysis purposes.
- 3.3.5 GUI shall present the amount of material applied by drivers between a configurable start and end date set by an authorized user of the MDSS/AVL Server for analysis purposes.
- 3.3.6 GUI shall present treatment recommendations provided to vehicle operators and authorized users between a configurable start and end date set by an authorized user of the MDSS/AVL GUI for analysis purposes.
- 3.3.7 All functionality shall be available on the GUI and/or the Web User Interface (WUI).
- 3.3.8 WUI shall be accessible via an Internet connection using the following versions of web browsers:
 - a. Internet Explorer Version 9 or Newer
 - b. Google Chrome Version 24 or newer

- c. Firefox Version 18 or newer

3.4 Mobile Application

- 3.4.1 MDSS/AVL Server shall make data on winter operations available to NDOR users through a mobile application.
 - a. Mobile application shall be operable on the following platforms:
 - Android version 4.2.x or newer
 - iOS version 5.1.1 or newer
 - b. Mobile application shall allow supervisors to access vehicle locations presented on a map viewable on smartphone and tablet devices.
 - c. Mobile application shall be capable of displaying all AVL data, including but not limited to:
 - Date / timestamps of locations reported
 - Direction of travel
 - Status of vehicle (moving or stationary)
 - Plow position (up / down)
 - Material application rate
 - d. Route Treatment Recommendations
 - e. Current, past and future weather conditions
 - At least 24 hours previous and 24 hours future
 - f. Additional mobile application features:
 - Map view
 - Text forecast
 - Alerts
 - Routes
 - RWIS
 - AWOS
 - Camera images
 - g. User configurable dashboard.

3.5 Weather Forecasting Requirements

- 3.5.1 MDSS/AVL Server shall generate weather forecasts that are based on the following sources, including, but not limited to:
 - a. National Weather Service (NWS)
 - b. National Oceanic and Atmospheric Administration (NOAA)
 - c. Road/Weather Information Systems (RWIS)
 - d. Automated Weather Observation Stations (AWOS)
 - e. Vehicle Sensors on-board NDOR winter maintenance vehicles
- 3.5.2 MDSS/AVL Server shall generate weather forecasts for zones or regions around the State as identified by the user (e.g., forecast zones, maintenance zones, etc.).
- 3.5.3 Weather forecasts shall take into account data reported from fixed Road/Weather Information Systems (RWIS) Stations and Automated Weather Observation Stations (AWOS), including but not limited to, air temperatures, precipitation rates and wind speeds.
- 3.5.4 Weather forecasts shall take into account data reported from mobile NDOR winter maintenance vehicle equipment, including but not limited to, air temperatures, and pavement temperatures.
- 3.5.5 Route weather forecasts shall be provided out to at least 24 hours.
- 3.5.6 Weather forecasts shall have a minimum resolution of at least one (1) hour.
- 3.5.7 Weather forecasts shall be updated no less than every three (3) hours, in which a new 24-hour forecast shall be provided every three (3) hours.
- 3.5.8 Weather forecasts shall be provided two (2) meters above ground level (AGL), unless otherwise noted with the following information:
 - a. Surface air temperature in degrees Fahrenheit with time series information.
 - b. Surface dew point in degrees Fahrenheit with time series information:
 - Surface relative humidity
 - Surface wind speed in miles per hour
 - Surface wind direction in degrees with respect to true north
 - Surface wind gust in miles per hour with time series information
 - c. Precipitation type as Rain, Snow, Ice, or Mixed with time series information.
 - d. Precipitation rate in inches per hour to a precision of a tenth of an inch with time series information.
 - e. Snowfall accumulation in inches per hour to a precision of a tenth of an inch with time series information.
- 3.5.9 Ten (10) day forecast for the weather shall be provided.
- 3.5.10 Weather forecasts shall also provide the following NWS watches, warnings and advisories, including, but not limited to:
 - a. Winter storm watches and warnings
 - b. Flood watches and warnings
 - c. Flash flood watches and warnings
 - d. Severe thunderstorm watches and warnings

- e. Tornado watches and warnings
- f. High wind watches and warnings
- g. Special weather statements
- h. Freeze watches and warnings
- i. Winter weather advisories
- j. Dense fog advisories
- k. Snow advisories

3.6 Weather Alerts

- 3.6.1 Weather alerts will be required for all eight (8) districts; weather alerts will be for each Superintendent area as requested by NDOR.
- 3.6.2 Contractor shall provide an alert callout, two (2) hours in advance when weather conditions will cause a negative impact on the pavement; i.e., ice, snow or icing of roadway because of falling temperatures when wet pavements are present.
- 3.6.3 Weather alerts shall be provided to users via e-mail, SMS, and phone call; with the option for users to select which method(s) in which alerts will be received.

3.7 Weather Observation Requirements

- 3.7.1 MDSS/AVL Server shall provide weather observations that are based on the following sources:
 - a. National Weather Service (NWS)
 - b. National Oceanic and Atmospheric Administration (NOAA)
 - c. Road/Weather Information Systems (RWIS)
 - d. Automated Weather Observation Stations (AWOS)
 - e. Manually entered reports by human observation
 - f. Vehicle Sensors on-board NDOR winter maintenance vehicles
- 3.7.2 MDSS/AVL Server shall provide weather observations for zones or regions around the State as identified by the user (e.g., forecast zones, maintenance zones, etc.).
- 3.7.3 Weather observations shall include the following parameters, where available:
 - a. Air temperature in degrees Fahrenheit
 - b. Relative humidity in percent
 - c. Dew point in degrees Fahrenheit
 - d. Wind speed in miles per hour
 - e. Wind direction in degrees with respect to true North
- 3.7.4 Weather observations shall update as new data arrives.
- 3.7.5 Weather observations shall have the following characteristics:
 - a. Observation data shall expire off the screen after a configurable number of minutes.
 - b. Expiration time shall be independently configurable for each observation.
 - c. Time series (text and graphical formats) shall be provided.

3.8 Route Configuration

- 3.8.1 Routes shall be configurable to fixed end points as specified by the NDOR.
- 3.8.2 Routes shall be configurable to match the physical properties of the highway segment(s) necessary to provide accurate pavement condition forecasts and current conditions.
- 3.8.3 Routes shall be configurable to match the available maintenance practices.
- 3.8.4 Routes shall be configurable to account for traffic volume on the highway segment(s).
- 3.8.5 Routes shall be configurable to account for the level of service on the highway segment(s).

3.9 Pavement Condition Forecasting Requirements

- 3.9.1 MDSS/AVL Server shall generate road condition forecasts that are based on the following sources, including, but not limited to:
 - a. Weather forecast data
 - b. Road/Weather Information Systems (RWIS)
 - c. Vehicle Sensors on-board NDOR winter maintenance vehicles
- 3.9.2 MDSS/AVL Server shall generate pavement condition forecasts for routes, zones or regions around the state as identified by the user (e.g. forecast zones, maintenance zones, etc.).
- 3.9.3 Pavement condition forecasts shall take into account data reported from mobile NDOR winter maintenance vehicle equipment, including, but not limited to, maintenance actions, air temperatures, and pavement temperatures.
- 3.9.4 Pavement condition forecasts shall be provided out to at least 24 hours.
- 3.9.5 Pavement condition forecasts shall have a minimum resolution of at least one (1) hour.
- 3.9.6 Pavement condition forecasts shall be updated no less than every one (1) hour, in which a new 24-hour forecast shall be provided every one (1) hour.
- 3.9.7 Pavement condition forecasts shall be presented graphically at each forecast location within configurable maintenance routes, and include the following parameters, where available:
 - a. Pavement temperature in degrees Fahrenheit
 - b. Snow depth on pavement in inches (to a tenth of an inch)
 - c. Blowing snow potential (likelihood reported as low, medium, high or as a percentage) at hourly increments

- d. Pavement frost potential (likelihood reported as low, medium, high or as a percentage) at hourly increments
- e. Chemical concentration on pavement (percent by weight)
- f. Pavement condition as: Wet, Dry, Chemically Wet, Percent Coverage of Snow, and Snow / Frost / Ice Depth in inches
- 3.9.8 Snow depth forecast shall be based on the amount of snow forecasted to accumulate on a road surface without traffic.
- 3.9.9 Snow depth forecast shall be based on the forecasted precipitation type and rate, and forecasted pavement temperature to estimate the amount of snow that will accumulate on the road surface.
- 3.9.10 Snow depth forecast shall be based on treatment options including the amount of snow expected to accumulate on the pavement when:
 - a. No treatment is performed
 - b. The recommended treatment is performed
 - c. A user-defined treatment is performed
- 3.9.11 Blowing snow potential forecast shall be based on these minimum characteristics:
 - a. Recent snowfall characteristics
 - b. Forecasted precipitation type and rate
 - c. Predicted wind speed
 - d. Local topography
 - e. Predicted air temperature
- 3.9.12 Pavement frost potential forecast shall be based on these minimum characteristics:
 - a. Forecasted pavement temperature
 - b. Forecasted precipitation type and rate
 - c. Forecasted wind speed
 - d. Forecasted relative humidity (based on dew point / frost point)
 - e. Predicted air temperature
- 3.9.13 Pavement condition forecast shall be based on pavement conditions on the road when:
 - a. No treatment is performed
 - b. The recommended treatment is performed
 - c. A user-defined treatment is performed

3.10 Pavement Condition Observation Requirements

- 3.10.1 MDSS/AVL Server shall provide pavement condition observations that are based on the following sources:
 - a. Road/Weather Information Systems (RWIS)
 - b. Manually entered reports from human observation
 - c. Vehicle Sensors on-board NDOR winter maintenance vehicles
- 3.10.2 MDSS/AVL Server shall provide pavement condition observations for zones or regions around the State as identified by the user (e.g., forecast zones, maintenance zones, etc.).
- 3.10.3 Pavement condition observations shall include the following parameters, where available:
 - a. Pavement temperature in degrees Fahrenheit
 - b. Subsurface temperature in degrees Fahrenheit
 - c. Chemical concentration on pavement (percent by weight)
 - d. Freeze point temperature in degrees Fahrenheit
 - e. Pavement condition as: Wet, Dry, or Chemically Wet
 - f. Snow, frost, and ice depth in inches
 - g. Blowing snow (reported as yes/no)
 - h. Visibility in miles or fractions of miles
 - i. Friction or grip
- 3.10.4 Pavement condition observations shall update as new data arrives.
- 3.10.5 Pavement condition observations shall have the following characteristics:
 - a. Surface observation data shall expire off the screen after a configurable number of minutes.
 - b. Expiration time shall be independently configurable for each observation
 - c. Viewing of the observations shall be user selectable
 - d. Time series (text or graphical formats) shall be provided

3.11 Treatment Recommendation Requirements

Treatment recommendations shall be configured based on route segments provided by NDOR. NDOR will only be implementing Treatment Recommendations initially for Districts 2, 6, and 7 with an estimated 150 routes within Districts 2, 6 & 7. However, the overall solution shall allow for future expansion to include an estimated 250 additional routes that may be added in subsequent years within the remaining districts. Bidders should provide a price per route under "Optional Services" for possible further implementation of Treatment Recommendations for the remaining Districts in subsequent years.

Estimated quantities are not to be construed as either a minimum or maximum purchase quantity. Contractor shall not impose minimum order requirements.

NDOR staff must be able to view the recommendations from the MDSS GUI, Web UI and apps. The recommendations must account for past and future events that affect the treatment needed to achieve the specified level of service. The recommendations are to be based on current and forecasted conditions and the specified level of service for the route.

Treatment recommendations will specify the optimal application rate to achieve the specified level of service for the route at the lowest overall cost.

For each route where treatment recommendations are required, the following shall apply:

- 3.11.1 Winter maintenance rules of practice shall be based on the Manual of Practice for Effective Anti-Icing Program and NCHRP Report #526 - Snow & Ice Control: Guidelines for Materials and Methods, and be configurable, as necessary, to reflect local DOT practices.
- 3.11.2 MDSS/AVL Server shall provide treatment recommendations via the following configurations:
 - a. Ability to view plan-view graphics
 - b. Ability to view route-specific treatment recommendations
 - c. Ability to view route-specific weather and pavement forecast
- 3.11.3 MDSS/AVL Server shall analyze roadway level-of-service information provided by NDOR staff in providing treatment recommendations to operators and authorized users of the MDSS/AVL Server.
- 3.11.4 MDSS/AVL Server shall generate summary reports that indicate amounts of material spread by one (1) or multiple vehicles that can be selected by supervisors with access to the MDSS/AVL Server.
- 3.11.5 Treatment recommendations shall include the following:
 - a. Recommended initial treatment start time
 - b. Recommended subsequent treatment start time
 - c. Recommended treatment type (e.g., chemical, abrasives, plow)
 - d. Recommended chemical type based on available chemicals as identified by the Department
 - e. Recommended material rate (e.g., amount per lane mile)
 - f. Recommended pre-treatment type (solid or liquid), where applicable
- 3.11.6 MDSS/AVL Server shall have a capability to incorporate constraints (configurable) for each route so that irrelevant treatment recommendations are not provided. For example, the use of NaCl should not be recommended if the user does not use that chemical. Constraints may include:
 - a. Available materials (e.g., NaCl, MgCl₂, CaCl₂, abrasives etc.)
 - b. Application rate limits (based on truck spreading limits)
 - c. Route cycle limits (minimum turnaround time to repeat treatments)
- 3.11.7 Treatment recommendations shall be calculated, to the greatest extent possible, using a combination of current observational data on the state of the roadway and predicted weather and road conditions.
- 3.11.8 Treatment recommendation calculations should consider, to the greatest extent possible, factors that impact treatment effectiveness (e.g., chemical scatter, splatter, traffic impacts, spreader characteristics, etc.).

3.12 Management Reports

- 3.12.1 Management report capabilities shall be provided, which can be accessed and generated, as desired, by NDOR on the GUI/Web UI, used to study or evaluate the maintenance response to weather.
- 3.12.2 Provide access to archived weather, pavement condition, and maintenance data, and AVL reports.
- 3.12.3 Shall be scalable to single storm events, up to entire winter seasons.
- 3.12.4 Reports shall be viewable in multiple formats such as tabular form and displayed graphically on a map as selected by the user.
- 3.12.5 Reports shall be user configurable to allow users to select combinations of data and display the relationships between them.
- 3.12.6 Ability to enter NDOR winter severity index data and view winter severity index in tables, graphs, and maps.
- 3.12.7 Data shall include all captured winter weather data, forecasts, observations, and recommended and actual maintenance actions.

I. APPLICATION RATE (4.0)

1. SPREADER CONTROLLERS (4.1)

Contractor shall supply all necessary software and hardware required to connect to NDOR’s spreader controllers. Application rates and material type (if available) will be transmitted to the AVL hardware and viewable on the GUI/WUI/Mobile App.

NDOR currently has the following existing controllers in use:

	GL400	FREEDOM 2	FREEDOM ACS	FORCE 5100	FORCE 6100	MONROE/ CIRUS	MC840	CIRUS	RAVEN	District Total
DISTRICT 1	24	5	21	10	9	4	5	4	11	93
DISTRICT 2	32		19	1	11		5			68
DISTRICT 3	21	1	10	37	4	11			17	101
DISTRICT 4	31	1	25	18	5	3	9	1	4	97
DISTRICT 5	20	5	23	13	5		10	3	10	89
DISTRICT 6	22	2	36	7			4		3	74
DISTRICT 7	16	3	27	5						51
DISTRICT 8	18	4	20	7	2		4		1	56
GRAND TOTAL	184	21	181	98	36	18	37	8	46	629

J. CELLULAR COMMUNICATIONS (5.0)

Contractor shall provide all cellular hardware for communication of data from vehicle system components to the MDSS/AVL Server. The communications technology for transmitted collected data shall be 4G LTE, where available, with fallback to 3G technology. Due to coverage limitations across the state, NDOR typically utilizes a data plans from Verizon, US Cellular and Viaero, depending on which carrier has the best coverage in a particular area. Cellular data plans will be provided by the NDOR prior to installation and cellular hardware must be compatible with the data plans supplied by NDOR.

K. HOSTING (6.0)

Contractor shall host all MDSS/AVL system components required to analyze data communicated from vehicle system components and present information via Graphical User Interface (GUI) that will be accessed by NDOR staff through web-based internet connections. GUI shall be a consistent interface for all NDOR users throughout the State that presents information communicated from vehicles to the MDSS/AVL system components.

The Contractor shall be responsible for all contract requirements and activities related to hosting the proposed systems and ensure that any updates or transitions occur smoothly without disruption to the State.

L. STORAGE (7.0)

All data collected via the MDSS/AVL system by the Contractor on behalf of NDOR shall be stored by the Contractor for the entire life of the contract and must be readily accessible on website within two (2) business days of a request.

All data collected is the property of NDOR and shall be turned over to NDOR at the end of the contract.

M. WARRANTY (8.0)

Systems shall be warranted for a two (2) year period following installation and final acceptance of vehicle and MDSS/AVL system components as defined in the RFP.

Warranty to include all parts and services associated with the overall system, but may not require onsite service unless deemed necessary by both parties.

N. TESTING (9.0)

The Contractor shall define and document test requirements and a schedule for testing Vehicle hardware, firmware, and all software. Testing requirements shall include any compliance testing with the industry standards and regulations. 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.

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 test scenarios, establishing testing procedures and protocols, etc. 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.

O. OPERATIONS & MAINTENANCE PHASE (10.0)

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
10.1	10.0 Operations and Maintenance	Operating Procedures Guide	Due dates to be determined in the Detailed Work Plan
10.2		Extended Hardware Services Warranty	Due dates to be determined in the Detailed Work Plan
10.3		On-Going Technical Support Services	Due dates to be determined in the Detailed Work Plan
10.4		On-Call On-Site Hardware Support Services	Due dates to be determined in the Detailed Work Plan
10.5		Emergency On-Call Hardware Support Services	Due dates to be determined in the Detailed Work Plan
10.6		Problem Resolution Plan	Due dates to be determined in the Detailed Work Plan
10.7		Replacement Units	Due dates to be determined in the Detailed Work Plan

1. OVERVIEW

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 as mutually agreed upon by both the NDOR and Contractor.
- b. Record, track, and resolve system defects at no additional cost to the State.
- c. Conduct necessary software/firmware updates.
- d. Conduct maintenance of interfaces.
- e. Provide technical support with predefined technical support prioritization levels.
- f. Provide security management.
- g. Support policy and process changes.
- h. Keep GUI/WUI up to date.
- i. Keep all written material, including all system documentation and scripts, up to date as changes occur.

2. OPERATING PROCEDURES GUIDE (10.1)

The Contractor shall develop and maintain documentation on operating procedures to assist technical staff in operation and maintenance of the MDSS/AVL Systems. These procedures help define and provide understanding of system operations and performance. The operations procedures will address all facets of the technical operation of both systems. The Operating Procedure Guide must be continuously updated to reflect the latest changes.

3. EXTENDED HARDWARE SERVICES WARRANTY (10.2)

Contractor shall provide cost information to allow NDOR the option to purchase up to three (3) one (1) year period warranty extensions beyond two (2) year base warranty period.

4. ON-GOING TECHNICAL SUPPORT SERVICES (10.3)

Contractor shall provide phone and/or online technical support at no additional cost to the Nebraska Department of Roads (NDOR) during the normal business hours of Monday through Friday, 8:00 a.m. to 5:00 p.m. CST for the duration of the contract or warranty period; whichever is later. The Contractor shall respond to calls/emails for assistance within one (1) hour or less. Technical support shall be defined as any equipment or technical issues for the entire system which may arise during the contract period to include, but not limited to:

- a. Equipment operation;
- b. Interpretation of data represented on GUI's;
- c. Reporting issues;
- d. Formatting issues;
- e. Creating AVL and/or MDSS custom reports documenting maintenance operations;
- f. Resolution of problems reported in production;
- g. Modifications in design of application; These changes will be through the Change Management Process as defined in V.B.2;
- h. Modification of components, vehicle hardware, design changes, and deployment of changes; These changes will be through the Change Management Process as defined in V.B.2;
- i. The Contractor must commit to responsive communication with the NDOR District Managers or other staff responsible, assisting NDOR staff with individual support, mentoring and coaching capacity and providing status reports on the application;
- j. Ongoing development services as defined in Change Management V.B.2;
- k. Ongoing system maintenance;
- l. Planning of system upgrades and enhancements as defined in Change Management V.B.2.

5. ON-CALL ON-SITE HARDWARE SUPPORT SERVICES (10.4)

During the warranty period, Contractor shall provide on-call on-site support services to NDOR maintenance facilities to repair and/or replace faulty hardware devices installed in the vehicles at no additional cost to the State. Support services shall be available during normal business hours Monday through Friday, 8:00 A.M – 5:00 P.M. Contractor shall be on-site within 48 hours maximum after the initial call for service. After the warranty period, on-call on-site support services will be provided at the hourly price listed on the Cost Proposal Bid Sheet.

6. EMERGENCY ON-CALL HARDWARE SUPPORT SERVICES (10.5)

On an as-needed basis during the warranty period, Contractor shall provide a certified technician for on-call emergency repair services after-hours, weekends and holidays at no additional cost to the State. Contractor's technician shall be on-site within 48 hours maximum after the initial call for service.

Emergency remote support shall also be provided by the Contractor via telephone and email for maintenance problems regarding the server software after hours and on weekends. Contractor must provide remote assistance within one (1) hour after notification. After the warranty period, emergency services will be provided at the hourly price listed on the Cost Proposal Bid Sheet.

7. PROBLEM RESOLUTION PLAN (10.6)

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.

8. REPLACEMENT UNITS (10.7)

Contractor shall replace defective units within two (2) business days of being notified. During the warranty period, replacement units and installation services shall be provided at no additional cost to the NDOR. After the warranty period, replacement units will be provided at the unit price and hourly rate listed on the Cost Proposal Bid Sheet.

P. TRAINING (11.0)

1. AVL Technician Training (Equipment Installation and Maintenance) (11.1)

Contractor shall provide, at no additional cost to the State, on-site in-person hands-on training sessions for NDOR technical personnel in each NDOR district as follows:

- a. Contractor shall submit training materials to NDOR project manager for approval at least two (2) weeks in advance of first session.
- b. Contractor shall provide training sessions for NDOR technical personnel offering a complete overview of the hardware and software for the AVL, and detailed procedures for troubleshooting problems.
- c. Contractor shall provide training at the following eight (8) district locations:
 - Lincoln (District 1)
 - Omaha (District 2)
 - Norfolk (District 3)
 - Grand Island (District 4)
 - Gering (District 5)
 - North Platte (District 6)
 - McCook (District 7)
 - Ainsworth (District 8)
- d. Training shall be provided at each location after *at least* 25%, but not more than 75%, of AVL units for that corresponding district have been installed.
- e. Training shall be provided for approximately three (3) to six (6) technicians per class.
- f. Each training session shall be 6-8 hours in duration, including hands-on troubleshooting.
- g. Training shall include hands-on work with the AVL hardware.
- h. Contractor shall provide, at no additional cost to the State, six (6) operational service manuals for each class.
- i. Contractor provided training shall include review of the operational service manual information.
- j. Training shall include access to MDSS GUI with demonstrations of fully functioning AVL displaying data, and any applicable troubleshooting procedures.
- k. Detailed instructions for obtaining technical support and warranty service will be provided at each session.
- l. Training materials shall be given as hard copy and available electronically.
- m. Contractor shall have all attendees sign in on a roster. A copy of the roster will be provided to the NDOR Project Manager within one (1) week of each training session.

2. AVL Touchscreen Training (11.2)

Contractor shall provide, at no additional cost to the State, on-site in-person hands-on training sessions for NDOR personnel as follows:

- a. Contractor shall submit training materials to NDOR project manager for approval at least two (2) weeks in advance of first session.
- b. Contractor shall provide training to NDOR personnel on the proper use of the touchscreen interface. This will be a train-the-trainer format.
- c. Training shall be approximately one (1) hour in length and shall be provided at least once in each NDOR district where ten (10) or more touchscreen interfaces have been installed.
- d. Training may be provided on the same day (before or after) MDSS user training.
- e. Contractor shall have all attendees sign in on a roster. A copy of the roster will be provided to the NDOR Project Manager within one (1) week of each training session.
- f. A video demonstrating and explaining the proper use of the touchscreen shall be provided.
 - The video will be no more than twenty minutes in length.
 - The video will be approved by the NDOR Project Manager.
 - The video will be available within 90 days of the tenth (10th) touchscreen installation.
 - Twelve (12) copies on DVD will be provided.
 - NDOR will be allowed to make unlimited copies and post on video websites such as YouTube or Vimeo for our own use.

3. MDSS/AVL Basic User Training (11.3)

Contractor shall provide, at no additional cost to the State, on-site in-person hands-on training sessions for NDOR personnel in each NDOR district as follows:

- a. Contractor shall submit training materials to NDOR project manager for approval at least two (2) weeks in advance of first session.
- b. GUI/WUI training for NDOR personnel will be provided during the month of October.
- c. Contractor shall provide training sessions in the following eight (8) locations:
 - Lincoln (*District 1*)
 - Omaha (*District 2*)
 - Norfolk (*District 3*)
 - Grand Island (*District 4*)
 - Gering (*District 5*)
 - North Platte (*District 6*)
 - McCook (*District 7*)
 - Ainsworth (*District 8*)
- d. Classes will be limited to 25 participants or less.
- e. Up to four (4) sessions will be required at each location.
- f. Training will be approximately two (2) hours in length including a ten (10) minute break near the midpoint.
- g. A User Guide will be provided and referenced throughout the training.
- h. Training will cover:
 - The principles of MDSS
 - Weather forecasting basics
 - Pavement condition forecasting and modeling
 - Factors affecting pavement condition
 - AVL and camera image viewing
 - How to use menus and tools to view MDSS data
- i. Online reference materials, presentations and videos shall be available to all users.
- j. Contractor shall have all attendees sign in on a roster. A copy of the roster will be provided to the NDOR Project Manager within one (1) week of each training session.

4. MDSS/AVL Supervisor Training (11.4)

Contractor shall provide, at no additional cost to the State, on-site in-person hands-on training sessions for NDOR Supervisors in each NDOR district as follows:

- a. Contractor shall submit training materials to NDOR project manager for approval at least two (2) weeks in advance of first session.

- b. GUI/WUI training for NDOR supervisory personnel will be provided during the month of November.
- c. Contractor shall provide training in the five (5) following locations:
 - Lincoln (*District 1*)
 - Norfolk (*District 3*)
 - Grand Island (*District 4*)
 - Gering (*District 5*)
 - Ainsworth (*District 8*)
- d. Classes will be limited to 15 participants or less.
- e. Up to three (3) sessions will be required at each location.
- f. An Advanced User Guide will be provided and referenced throughout the training.
- g. Training will cover:
 - Review MDSS principles, weather forecasting and pavement condition modeling and forecasting
 - Factors affecting pavement condition
 - AVL and camera image viewing
 - How to use menus and tools to view MDSS data
 - How to generate, customize and view reports
 - How to customize the GUI/WUI for preferred viewing
 - Using MDSS on Mobile Devices
- h. Online reference materials, presentations and videos shall be available to all users.
- i. Contractor shall have all attendees sign in on a roster. A copy of the roster will be provided to the NDOR Project Manager within one (1) week of each training session.

5. MDSS/AVL Supervisor Advanced Training (11.5)

Contractor shall provide, at no additional cost to the State, on-site in-person hands-on training sessions for NDOR Supervisors in each NDOR district as follows:

- a. Contractor shall submit training materials to NDOR project manager for approval at least two (2) weeks in advance of first session.
- b. GUI/WUI training for NDOR personnel will be provided during the month of November.
- c. Contractor shall provide training in the three (3) following locations:
 - Omaha (*District 2*)
 - North Platte (*District 6*)
 - McCook (*District 7*)
- d. Classes will be limited to 15 participants or less.
- e. Up to three (3) sessions will be required at each location.
- f. An Advanced User Guide will be provided and referenced throughout the training.
- g. Training will cover:
 - Review MDSS principles, weather forecasting and pavement condition modeling and forecasting
 - Factors affecting pavement condition
 - AVL and camera image viewing
 - Using menus and tools to view MDSS data
 - Generate, customize and view reports
 - Customize the GUI/WUI for preferred viewing
 - Play back historical events
 - Interpret maintenance recommendations
 - Revise maintenance recommendations to fit local conditions
 - Compare recommended maintenance actions with reported maintenance actions
 - Using MDSS on mobile devices
- h. Online reference materials, presentations and videos shall be available to all users.
- i. Contractor shall have all attendees sign in on a roster. A copy of the roster will be provided to the NDOR Project Manager within one (1) week of each training session.

6. MDSS/AVL Annual Supervisor Training (11.6)

Contractor shall provide, at no additional cost to the State, at least one (1) annual on-site in-person hands-on training session in each district for NDOR Supervisors as follows:

- a. Contractor shall submit training materials to NDOR project manager for approval at least two (2) weeks in advance of first session.
- b. GUI/WUI training for NDOR personnel will be provided.
- c. Contractor shall provide training sessions in the following eight (8) locations:
 - Lincoln (*District 1*)
 - Omaha (*District 2*)
 - Norfolk (*District 3*)
 - Grand Island (*District 4*)
 - Gering (*District 5*)
 - North Platte (*District 6*)
 - McCook (*District 7*)
 - Ainsworth (*District 8*)
- d. Classes shall be up to 25 participants.
- e. One (1) session will be required at each location.
- f. Training will be approximately two (2) hours in length including a ten (10) minute break near the midpoint.
- g. Training will cover:
 - All functionality that is made available to the NDOR through the Contractor's GUI.
 - Any updates to the systems.
- h. Online reference materials, presentations and videos shall be available to all users.
- i. Contractor shall have all attendees sign in on a roster. A copy of the roster will be provided to the NDOR Project Manager within one (1) week of each training session.

7. On-Going Documentation (11.7)

The Contractor shall provide documentation to the NDOR any time significant changes to the system, hardware or software occur. The documentation 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.

Q. PROJECT PLANNING PHASE (12.0)

1. PRELIMINARY PROJECT MANAGEMENT PLAN (DUE WITH RFP RESPONSE) (12.1)

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

The bidder shall develop a viable Preliminary Project Management Plan according to industry standards and best practices that meets contractual requirements and timelines within the schedule set forth in this RFP. The Preliminary Project Management Plan shall address the same activities as the Project Management Plan, but with less detail.

2. PROJECT MANAGEMENT PLAN (12.2)

Contractor shall submit a finalized Project Management Plan shall fifteen (15) business days after contract award. Project Management Plan shall include, without limitation, a detailed description as described in this RFP of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. It will be a living document and updates will be made as needed with a formal review at least monthly. The plan will be comprehensive, covering Vehicle AVL System and MDSS/AVL. It will be acceptable to provide separate plans for these two major components of project if it improves the clarity and it is formally approved by NDOR.

Contractor shall update the Project Management Plan as necessary, but not less than once a month to accurately reflect the status of the Project schedule, tasks, deliverables, critical events, task dependencies, and payment schedule. Any updates to the Project Management Plan shall require the prior approval of NDOR. Unless otherwise agreed in writing by NDOR, changes to the Project Management Plan shall not relieve the Contractor from liability to NDOR for any damages resulting from the Contractor's failure to perform its obligations under the Contract.

In the event the Contractor requires additional time to correct deficiencies, the Project Schedule shall not change unless previously agreed in writing by NDOR. In the event of a delay in the schedule, the Contractor must immediately notify NDOR in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of the Contractor or NDOR causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected schedule impact on the project.

Notwithstanding anything to the contrary, NDOR shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with the Contractor's Project Management Plan or elements within the Project Management Plan.

The Project Management Plan shall at a minimum include the following elements:

1. A description of the management and organization of the program, an organization chart, identification of Key Staff and their responsibilities and identification of the resources to be used in fulfilling the requirements of the contract.
2. A description of the planning and reporting methods to be utilized, both for use within the Contractor's staff and externally to the State.
3. A description of the Contractor's Quality Assurance and Quality Control approach and program.
4. How day-to-day operations, general issues, and problems are communicated to the State.
5. How the Project Schedule and performance are reported and tracked for development activities and transition activities.
6. Document the change work order request submittal and approval process.
7. Document the invoice submission, verification, and approval process.
8. Describe the approach for testing, QC/QA and provide sample test script(s).
9. A section on communications that addresses:
 - Correspondence – Correspondence shall be identified as to originator and designated receiver.
 - Document Control – Contractor shall manage the Project correspondence through Document Control software to which the State shall be a user and have access.
 - Submittals - All submittals shall be submitted as an enclosure to the Contractor's submittal letter. Each submittal letter shall be limited to a single subject or item. The Contractor's letter shall identify the letter itself, Contract Number, Contract Name, and Subject of the submittal.
 - Contract Number and Name - All items of correspondence, submittals, and documentation shall contain the Contract Number and the designated project name.
 - Information - No party shall be entitled to rely on any information unless it is in writing and received from the other party's Designated Representative.
 - Change Work Orders - Any change work orders from the State shall be in writing and shall be executed by one of the State's Designated Representatives and one of the Vendor's Designated Representatives. The form of change work order will be directed and Approved by the State.
 - Access to Contractor's Key Staff – The State or the State's Designated Representative who is knowledgeable in the field of work, shall have unlimited access to the Contractor's Key Staff during the Contractor's performance of the Contract.
10. As part of this Project Management Plan, Contractor shall also provide agendas and meeting minutes.
 - Contractor shall submit status reports in accordance with the Schedule and terms of the contract. All status reports shall be prepared in formats approved by the State.
 - The Contractor's Project Manager shall assist the State's Project Manager to produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State.
 - Contractor shall produce Project status reports, which shall contain, at a minimum, the following:
 - Project status as it relates to the Work Plan;
 - Deliverables status;
 - Accomplishments during the weeks being reported;
 - Planned activities for the upcoming two (2) week period;
 - Future activities;
 - Issues and concerns requiring resolution; and
 - Report and remedies in case of falling behind Schedule.

3. DETAILED PROJECT WORK PLAN (12.3)

Within two (2) weeks from the start of the contract, the Contractor will develop a Detailed 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 Detailed Project Work Plan. The Contractor's Detailed 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.

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 a weekly basis.

4. PROJECT CONTROL DOCUMENTS (12.4)

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.

R. CONTRACT REQUIREMENTS

The following contract requirements are to be performed by the Contractor as a part of the performance of the contract at no additional cost to NDOR.

1. **Project Acceptance**

- NDOR accepts all contract deliverables.
- Project Acceptance will occur when all MDSS and AVL systems and components are fully operational with no outstanding service needs or request.

2. **Post-Implementation Report**

- Contractor shall participate in a post-project survey, and provide lessons learned and success stories as part of a closeout meeting, led by NDOR's project manager, to develop the post-implementation report.
- NDOR's project manager will be responsible for the final report contents.
- Contractor shall respond to the survey sent out by the NDOR project manager.
- Remote participation is acceptable.
- Contractor will complete this deliverable by the date noted in NDOR's approved baseline project schedule that will be part of the Project Management Plan deliverable.

S. DELIVERY REQUIREMENTS

Contractor will be responsible for delivery of all items necessary for installation to the installation locations at the time of installation. NDOR will not be responsible for hardware or other items delivered ahead of the installation, or left remaining after installation is complete.

T. DELIVERY LOCATIONS

See Exhibit A – NDOR Installation Locations.

U. DELIVERABLES (REQUIRED)

Each deliverable below shall be subject to the fifteen percent (15%) retainage requirement as listed in Section III.EE.Retainage.

1. **DELIVERABLE 1: PROJECT PLANNING PHASE (12.0)**

a. **Description**

Contractor shall participate, contribute, and collaborate with NDOR, led by NDOR's Project Manager, to finalize all requirements in the Project Planning Phase as specified under the following Sections:

- 1) IV.Q.2. Project Management Plan (12.2);
- 2) IV.Q.3. Detailed Project Work Plan (12.3); and
- 3) IV.Q.4. Project Control Documents (12.4)

b. **Expectations**

- 1) Contractor shall provide a Project Management Plan.
- 2) All of the required elements described above in Section IV.Q.Project Planning Phase (12.0) will be addressed.

c. Completion Date

Contractor shall begin working with NDOR to create the Project Management Plan within five (5) working days after the signing of the Contract. The final Project Management Plan deliverable will be due within fifteen (15) days after signing the contract.

d. Acceptance Criteria

For the acceptance of this deliverable to occur, Contractor shall provide content to NDOR that meets the requirements of Section IV.Q. Project Planning Phase.

2. DELIVERABLE 2: 25% INSTALLATION OF AVL SYSTEMS

a. Description

Contractor shall install AVL System hardware, firmware, and software into 25% of NDOR's winter maintenance vehicles.

b. Expectations

- 1) Installed AVL systems shall be the same functional configuration as approved by NDOR during demonstration phase.
- 2) Installed AVL systems may have slight deviations in equipment mounting placement/wiring due to differing winter maintenance vehicle makes and models.
- 3) Contractor shall be responsible for all purchased equipment required for AVL installation – no equipment will be shipped or held by NDOR.
- 4) Contractor shall perform the installation of the AVL system.
- 5) Contractor shall be responsible for all costs associated with any fixes to the solution to meet specification; this may require onsite visits to the problem area's current location.
- 6) NDOR shall provide shop space for the in-vehicle equipment installation – hours of operation need to be coordinated with NDOR. Installation locations are split into Superintendent areas; however, if needed, additional installation locations may be chosen by mutual agreement by NDOR and the Contractor.

c. Completion Date

Contractor shall complete this deliverable by the date noted in NDOR's approved baseline project schedule that will be part of the Project Management Plan deliverable.

d. Acceptance Criteria

For the acceptance of this deliverable to occur, the following criteria must be met:

- 1) AVL system must be performing as per the requirements.
- 2) AVL system must be free of defects and operate as specified in all winter maintenance vehicles.
- 3) Hard-copies of the following shall be provided for winter maintenance vehicles (one each), section office (one each), district shop (two each), and maintenance division (two each):
 - (a) User manual
 - (b) Service manual
 - (c) System schematic

3. DELIVERABLE 3: 50% INSTALLATION OF AVL SYSTEMS

a. Description

Contractor shall install AVL System hardware, firmware, and software into an additional 25% of NDOR's winter maintenance vehicles to equal 50% of the vehicles installed.

b. Expectations

- 1) Installed AVL systems shall be the same functional configuration as approved by NDOR during demonstration phase.
- 2) Installed AVL systems may have slight deviations in equipment mounting placement/wiring due to differing winter maintenance vehicles makes and models.
- 3) Contractor shall be responsible for all purchased equipment required for AVL installation – no equipment will be shipped or held by NDOR.
- 4) Contractor shall perform the installation of the AVL solution.

- 5) Contractor shall be responsible for all costs associated with any fixes to the solution to meet specification; this may require onsite visits to the problem area's current location.
- 6) NDOR shall provide shop space for the in-vehicle equipment installation – hours of operation need to be coordinated with NDOR. Installation locations are split into Superintendent areas; however, if needed, additional installation locations may be chosen by mutual agreement by NDOR and the Contractor.

c. Completion Date

Contractor shall complete this deliverable by the date noted in NDOR's approved baseline project schedule that will be part of the Project Management Plan deliverable.

d. Acceptance Criteria

For the acceptance of this deliverable to occur, the following criteria must be met:

- 1) AVL system must be performing as per the requirements.
- 2) AVL system must be free of defects or issues in all winter maintenance vehicles.
- 3) Hard-copies of the following shall be provided for winter maintenance vehicles (one each), section office (one each), district shop (two each), and maintenance division (two each):
 - (a) User manual
 - (b) Service manual
 - (c) System schematic

4. DELIVERABLE 4: 75% INSTALLATION OF AVL SYSTEMS

a. Description

Contractor shall install AVL System hardware, firmware, and software into an additional 25% of NDOR's winter maintenance vehicles to equal 75% of the vehicles installed.

b. Expectations

- 1) Installed AVL systems shall be the same functional configuration as approved by NDOR during demonstration phase.
- 2) Installed AVL systems may have slight deviations in equipment mounting placement/wiring due to differing winter maintenance vehicles makes and models.
- 3) Contractor shall be responsible for all purchased equipment required for AVL installation – no equipment will be shipped or held by NDOR.
- 4) Contractor shall perform the installation of the AVL System.
- 5) Contractor shall be responsible for all costs associated with any fixes to the solution to meet specification; this may require onsite visits to the problem area's current location.
- 6) NDOR shall provide shop space for the in-vehicle equipment installation – hours of operation need to be coordinated with NDOR. Installation locations are split into Superintendent areas; however, if needed, additional installation locations may be chosen by mutual agreement by NDOR and the Contractor.

c. Completion Date

Contractor shall complete this deliverable by the date noted in NDOR's approved baseline project schedule that will be part of the Project Management Plan deliverable.

d. Acceptance Criteria

For the acceptance of this deliverable to occur, the following criteria must be met:

- 1) AVL system must be performing as per the requirements.
- 2) AVL system must be free of defects or issues in all winter maintenance vehicles.

5. DELIVERABLE 5: 100% INSTALLATION OF AVL SYSTEMS

a. Description

Contractor shall install AVL System hardware, firmware, and software into an additional 25% of NDOR's winter maintenance vehicles to equal 100% of the vehicles installed.

b. Expectations

- 1) Installed AVL systems shall be the same functional configuration as approved by NDOR during demonstration phase.
- 2) Installed AVL systems may have slight deviations in equipment mounting placement/wiring due to differing winter maintenance vehicle makes and models.
- 3) Contractor shall be responsible for all purchased equipment required for AVL installation – no equipment will be shipped or held by NDOR.
- 4) Contractor shall perform the installation of the AVL System.
- 5) Contractor shall be responsible for all costs associated with any fixes to the solution to meet specification; this may require onsite visits to the problem area's current location.
- 6) NDOR shall provide shop space for the in-vehicle equipment installation – hours of operation need to be coordinated with NDOR. Installation locations are split into Superintendent areas; however, if needed, additional installation locations may be chosen by mutual agreement by NDOR and the Contractor.

c. Completion Date

Contractor shall complete this deliverable by the date noted in NDOR's approved baseline project schedule that will be part of the Project Management Plan deliverable.

d. Acceptance Criteria

For the acceptance of this deliverable to occur, the following criteria must be met:

- 1) AVL system must be performing as per the requirements.
- 2) AVL system must be free of defects or issues in all winter maintenance vehicles.
- 3) Hard-copies of the following shall be provided for winter maintenance vehicles (one each), section office (one each), district shop (two each), and maintenance division (two each):
 - (a) User manual
 - (b) Service manual
 - (c) System schematic

6. DELIVERABLE 6: MDSS/AVL SERVER OPERATIONAL

a. Description

The MDSS/AVL server shall be operational and available for NDOR user access.

b. Expectations

- 1) NDOR shall be assigned usernames and passwords to access the system.
- 2) NDOR users shall be able to access the server through GUI or WUI .
- 3) Standard MDSS features shall be available initially.
- 4) NDOR specific data (AVL data, RWIS, routes, etc.) shall be available as they are integrated .

c. Completion Date

Contractor shall complete this deliverable by the date noted in NDOR's approved baseline project schedule that will be part of the Project Management Plan deliverable.

d. Acceptance criteria

For the acceptance of this deliverable to occur, the following criteria must be met:

- 1) NDOR users shall log into the system with username and password.
- 2) The MDSS/AVL Server provides standard features as specified in the RFP requirements.

7. DELIVERABLE 7: ROUTE CONFIGURATION

a. Description

Routes which shall be configurable as specified by the NDOR.

b. Expectations

- 1) Routes shall be configurable to fixed end points as specified by the NDOR.
- 2) Routes shall be configurable to match the physical properties of the highway segment(s) necessary to provide accurate pavement condition forecasts and current conditions.
- 3) Routes shall be configurable to match the available maintenance practices.
- 4) Routes shall be configurable to account for traffic volume on the highway segment(s).

5) Routes shall be configurable to account for the level of service on the highway segment(s).

c. Completion Date

Contractor shall complete this deliverable by the date noted in NDOR's approved baseline project schedule that will be part of the Project Management Plan deliverable.

d. Acceptance Criteria

Route configuration must be provided as specified in the expectations and meet the requirements specified in the RFP.

8. DELIVERABLE 8: AVL INTEGRATION

a. Description

AVL Data specified in the requirements within this RFP.

b. Expectations

- 1) AVL Data specified in the requirements shall be available to view in the GUI and WUI.
- 2) Camera images are included in this requirement.

c. Completion Date

This deliverable shall be complete during testing of AVL prior to 25% installation.

d. Acceptance Criteria

- 1) Data transferred from AVL hardware must viewable as specified in the requirements.
- 2) Data must be viewable within the time specified in the requirements.
- 3) Historical data must be viewable as specified in the requirements.

9. DELIVERABLE 9: MOBILE APPLICATIONS (APPS)

a. Description

MDSS Apps for smartphones and tablets.

b. Expectations

- 1) The Apps shall meet the requirements of the RFP.
- 2) The Apps shall be available for Android and IOS devices.
- 3) The Apps shall be downloaded and installed on devices using the standard process on Google Play Store or Apple Store.

c. Completion Date

Contractor shall complete this deliverable by the date noted in NDOR's approved baseline project schedule that will be part of the Project Management Plan deliverable.

d. Acceptance Criteria

- 1) The apps shall perform as specified in the RFP.
- 2) The apps shall require the same login as the GUI or WUI.

10. DELIVERABLE 10: REPORTS

a. Description

Viewable, customizable, printable reports in the GUI/WUI as specified in the requirements.

b. Expectations

- 1) Reports shall be readily accessible and configurable to include any data on the MDSS/AVL Server.
- 2) Reports shall be printable.
- 3) Current or archived data shall be accessible in reports.
- 4) Custom report configurations can be saved by the user for repeated use.

c. Completion Date

Contractor shall complete this deliverable by the date noted in NDOR's approved baseline project schedule that will be part of the Project Management Plan deliverable.

d. Acceptance Criteria

- 1) Reports shall be generated, saved and printed by NDOR users.

- 2) Data in the reports shall be verified to be accurate.

11. DELIVERABLE 11: WEATHER ALERTS

a. Description

Contractor shall provide an alert callout, two (2) hours in advance when weather conditions will cause a negative impact on the pavement; i.e., ice, snow or icing of roadway because of falling temperatures when wet pavements are present. Weather alerts will be for each Superintendent area as requested by NDOR.

b. Expectations

- 1) Weather alerts will be required for all eight (8) districts; weather alerts will be for each Superintendent area as requested by NDOR.
- 2) Contractor shall provide an alert callout, two (2) hours in advance when weather conditions will cause a negative impact on the pavement; i.e., ice, snow or icing of roadway because of falling temperatures when wet pavements are present.
- 3) Weather alerts shall be provided to users via e-mail, SMS, and phone call; with the option for users to select which method(s) in which alerts will be received.

c. Completion Date

Contractor shall complete this deliverable by the date noted in NDOR's approved baseline project schedule that will be part of the Project Management Plan deliverable.

d. Acceptance Criteria

Weather alerts must be provided as specified in the expectations and meet the requirements specified in the RFP.

12. DELIVERABLE 12: WEATHER AND PAVEMENT FORECASTS

a. Description

Weather and Pavement forecasts as specified in the requirements.

b. Expectations

- 1) The weather forecasts specified in the RFP shall be available through the GUI and WUI and verified to accurately predict actual conditions.
- 2) The pavement forecasts specified in the RFP shall be available through the GUI and WUI and verified to accurately predict actual conditions.

c. Completion Date

Weather Forecasts are a standard feature and shall be available as soon as users are able to log in. Pavement forecasts will be available by the date(s) noted in NDOR's approved baseline project schedule that will be part of the Project Management Plan deliverable.

d. Acceptance Criteria

- 1) The weather forecasts specified in the RFP shall be available through the GUI and WUI and verified to accurately predict actual conditions.
- 2) The pavement forecasts specified in the RFP shall be available through the GUI and WUI and verified to accurately predict actual conditions.

13. DELIVERABLE 13: TREATMENT RECOMMENDATIONS FOR DISTRICTS 2, 6, AND 7

a. Description

Treatment recommendations for specific routes shall be available.

b. Expectations

- 1) Treatment recommendations shall be as specified in the requirements.
- 2) Treatment recommendations shall be viewable in the GUI, WUI, and mobile Apps.
- 3) Treatment recommendations shall be viewable in AVL trucks equipped with touchscreens.

c. Completion Date

This deliverable shall be complete during testing of AVL prior to start of full scale installation in District 2, 6, and 7. Verification of recommendation veracity will be completed after the first winter season.

d. Acceptance Criteria

- 1) Treatment recommendations must be viewable as specified in the expectations and meet the requirements specified in the RFP.

14. DELIVERABLE 14: AVL TECHNICIAN TRAINING

a. Description

Contractor shall provide training as specified in Section IV.P.1. Each location will be an individual deliverable.

b. Expectations

Contractor shall provide training as specified in Section IV.P.1.

c. Completion Date

Contractor shall complete this deliverable by the date noted in NDOR's approved baseline project schedule that will be part of the Project Management Plan deliverable.

d. Acceptance Criteria

For the acceptance of this deliverable to occur, Contractor shall provide the training specified in Section IV.P.1.

15. DELIVERABLE 15: AVL TOUCHSCREEN TRAINING

a. Description

Contractor shall provide training as specified in Section IV.P.2. Each location will be an individual deliverable.

b. Expectations

Contractor shall provide training as specified in Section IV.P.2.

c. Completion Date

Contractor shall complete this deliverable by the date noted in NDOR's approved baseline project schedule that will be part of the Project Management Plan deliverable.

d. Acceptance Criteria

For the acceptance of this deliverable to occur, Contractor shall provide the training specified in Section IV.P.2.

16. DELIVERABLE 16: AVL TOUCHSCREEN TRAINING VIDEO

a. Description

A video demonstrating and explaining the proper use of the touchscreen shall be provided.

b. Expectations

Contractor shall provide training video as specified in Section IV.P.2.

c. Completion Date

Contractor shall complete this deliverable by the date noted in NDOR's approved baseline project schedule that will be part of the Project Management Plan deliverable.

d. Acceptance Criteria

For the acceptance of this deliverable to occur, Contractor shall provide the training video specified in Section IV.P.2.

17. DELIVERABLE 17: MDSS/AVL BASIC USER TRAINING

a. Description

Contractor shall provide training as specified in Section IV.P.3. Each location will be an individual deliverable.

b. Expectations

Contractor shall provide training as specified in Section IV.P.3.

c. Completion Date

Contractor shall complete this deliverable by the date noted in NDOR's approved baseline project schedule that will be part of the Project Management Plan deliverable.

d. Acceptance Criteria

For the acceptance of this deliverable to occur, Contractor shall provide the training specified in Section IV.P.3.

18. DELIVERABLE 18: MDSS/AVL SUPERVISOR TRAINING

a. Description

Contractor shall provide training as specified in Section IV.P.4. Each location will be an individual deliverable.

b. Expectations

Contractor shall provide training as specified in Section IV.P.4.

c. Completion Date

Contractor shall complete this deliverable by the date noted in NDOR's approved baseline project schedule that will be part of the Project Management Plan deliverable.

d. Acceptance Criteria

For the acceptance of this deliverable to occur, Contractor shall provide the training specified in Section IV.P.4.

19. DELIVERABLE 19: MDSS/AVL SUPERVISOR ADVANCED TRAINING

a. Description

Contractor shall provide training as specified in Section IV.P.5. Each location will be an individual deliverable.

b. Expectations

Contractor shall provide training as specified in Section IV.P.5.

c. Completion Date

Contractor shall complete this deliverable by the date noted in NDOR's approved baseline project schedule that will be part of the Project Management Plan deliverable.

d. Acceptance Criteria

For the acceptance of this deliverable to occur, Contractor shall provide the training specified in Section IV.P.5.

20. DELIVERABLE 20: MDSS/AVL ANNUAL SUPERVISOR TRAINING

a. Description

Contractor shall provide training as specified in Section IV.P.5. Each location will be an individual deliverable.

b. Expectations

Contractor shall provide training as specified in Section IV.P.5.

c. Completion Date

Contractor shall complete this deliverable by the date noted in NDOR's approved baseline project schedule that will be part of the Project Management Plan deliverable.

d. Acceptance Criteria

For the acceptance of this deliverable to occur, Contractor shall provide the training specified in Section IV.P.5.

21. DELIVERABLE 21: FLEET MANAGEMENT REPORT (OPTIONAL)

a. Description

Contractor will design and create a fleet management report.

b. Expectations

- 1) NDOR will have input into the design of the report.
- 2) Report will be generated from an NDOR server.

c. Completion Date

Contractor will complete this deliverable by the date noted in NDOR's approved baseline project schedule that will be part of the project plan deliverable.

d. Acceptance Criteria

For the acceptance of this deliverable to occur, the following criteria must be met:

- 1) NDOR will be able to successfully generate the report.

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. PROPOSAL SUBMISSION

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.

Further, Section III. Terms and Conditions must be returned with the proposal response.

2. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder 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.

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

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 five (5) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder 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 five (5) 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 five (5) 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 five (5) 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 five (5) years, so declare.

If at any time during the past five (5) 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 Requirements Traceability Matrix;
- d. Preliminary Project Management Plan; and
- e. 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 a separate section or 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 described below.

1. PRICING SUMMARY

This summary shall present the total fixed price to perform all of the requirements of the 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 Maintenance Decision Support System and AVL System and Services. 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 the Cost Proposal Bid Sheet. 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 the Cost Proposal Bid Sheet.

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. A fifteen percent (15%) retainage will be withheld from each invoice submitted for payment.

Form A

Bidder Contact Sheet

Request for Proposal Number R69-16

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:	