

**Nebraska (State Purchasing Bureau)  
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

|                                      |                            |
|--------------------------------------|----------------------------|
| <b>SOLICITATION NUMBER</b>           | <b>RELEASE DATE</b>        |
| RFP 6494 Z1                          | February 24, 2021          |
| <b>OPENING DATE AND TIME</b>         | <b>PROCUREMENT CONTACT</b> |
| April 5, 2021 2:00 P.M. Central Time | Annette Walton             |

**PLEASE READ CAREFULLY!  
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 6494 Z1 for the purpose of selecting a qualified bidder to provide a new License Plate Printing Line **and/or optional License Plate Fulfillment System**. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be six (6) years commencing upon execution of the contract by the State and the Contractor. The Contract includes the option to renew for two (2) additional three (3) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:  
<http://das.nebraska.gov/materiel/purchasing.html>.

A mandatory Pre-Proposal Conference will be held on March 15, 2021, 2:00 pm Central time via ZOOM:  
<https://us02web.zoom.us/j/88017517599?pwd=MXJmU0YrVFoxdTVja3hUWlV3VUxtQT09>

**PUBLIC POSTING NOTICE:** Pursuant to THE Taxpayer Transparency Act (Neb. Rev. Stat. §§ 84-602.02 to 84-602.04) and in furtherance of public records law, State contracts must be posted to a public website. The resulting contract, the solicitation, and the successful bidder's proposal and response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov> and <http://das.nebraska.gov/materiel/index.html>

These postings will include the entire proposal and response. If the Bidder wishes to withhold proprietary or other commercial information from disclosure, bidder must identify the proprietary information, mark the proprietary information according to state law, and submit only the proprietary information in a separate file named conspicuously "PROPRIETARY INFORMATION". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will then determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05(3), the State will consider all information a public record subject to disclosure. If the agency determines it is required to release proprietary information, the Bidder will be informed. It will be the Bidder's responsibility to defend the Bidder's asserted interest in non-disclosure.

If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, 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, proposal, or response to this solicitation for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this solicitation, specifically waives any copyright or other protection the contract, proposal, or response to the solicitation may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this solicitation, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the solicitation being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the solicitation agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold 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, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the solicitation, awards, and other documents.

# TABLE OF CONTENTS

|  |          |
|--|----------|
| REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES .....  | i        |
| TABLE OF CONTENTS .....  | iii      |
| GLOSSARY OF TERMS .....  | v        |
| ACRONYM LIST .....   | x        |
| <b>I. PROCUREMENT PROCEDURE.....</b>   | <b>1</b> |
| A. GENERAL INFORMATION .....   | 1        |
| B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS .....                      | 1        |
| C. SCHEDULE OF EVENTS .....  | 2        |
| D. WRITTEN QUESTIONS AND ANSWERS .....   | 2        |
| E. MANDATORY PRE-PROPOSAL CONFERENCE .....   | 3        |
| F. NOTICE OF INTENT TO ATTEND MANDATORY PRE-PROPOSAL CONFERENCE.....                             | 3        |
| G. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (§ 21-2,203<br>Statutory).....  | 3        |
| H. ETHICS IN PUBLIC CONTRACTING .....  | 3        |
| I. DEVIATIONS FROM THE REQUEST FOR PROPOSAL .....  | 3        |
| J. SUBMISSION OF PROPOSALS.....  | 4        |
| K. PROPOSAL PREPARATION COSTS.....   | 5        |
| L. DISCOUNTS .....   | 5        |
| M. PRICES .....  | 5        |
| N. COST CLARIFICATION .....  | 5        |
| O. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL .....   | 5        |
| P. PROPOSAL CORRECTIONS .....  | 5        |
| Q. LATE PROPOSALS .....  | 6        |
| R. PROPOSAL OPENING .....  | 6        |
| S. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS .....  | 6        |
| T. EVALUATION COMMITTEE .....  | 6        |
| U. EVALUATION OF PROPOSALS .....   | 6        |
| V. PRESENTATIONS AND/OR DEMONSTRATIONS .....   | 7        |
| W. BEST AND FINAL OFFER .....  | 7        |
| X. REFERENCE AND CREDIT CHECKS .....   | 8        |
| Y. AWARD .....   | 8        |
| Z. ALTERNATE/EQUIVALENT PROPOSALS .....  | 8        |
| AA. LUMP SUM OR "ALL OR NONE" PROPOSALS .....  | 8        |
| BB. REJECTION OF PROPOSALS .....   | 8        |
| CC. RESIDENT BIDDER.....   | 8        |
| <b>II. TERMS AND CONDITIONS.....</b>   | <b>9</b> |
| A. GENERAL .....   | 9        |
| B. NOTIFICATION .....  | 10       |
| C. BUYER'S REPRESENTATIVE .....  | 10       |
| D. GOVERNING LAW (Statutory).....  | 10       |
| E. BEGINNING OF WORK.....  | 10       |
| F. AMENDMENT .....   | 10       |
| G. CHANGE ORDERS OR SUBSTITUTIONS.....   | 11       |
| H. VENDOR PERFORMANCE REPORT(S) .....  | 11       |
| I. NOTICE OF POTENTIAL CONTRACTOR BREACH.....  | 11       |
| J. BREACH .....  | 12       |
| K. NON-WAIVER OF BREACH .....  | 12       |
| L. SEVERABILITY .....  | 12       |
| M. INDEMNIFICATION .....   | 13       |
| N. ATTORNEY'S FEES .....   | 14       |
| O. PERFORMANCE BOND .....  | 14       |
| P. ASSIGNMENT, SALE, OR MERGER .....   | 14       |
| Q. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER<br>STATE..... | 15       |

|             |  |           |
|-------------|--|-----------|
| R.          | FORCE MAJEURE.....   | 15        |
| S.          | CONFIDENTIALITY .....  | 15        |
| T.          | EARLY TERMINATION.....   | 16        |
| U.          | CONTRACT CLOSEOUT.....   | 16        |
| <b>III.</b> | <b>CONTRACTOR DUTIES.....</b>  | <b>18</b> |
| A.          | INDEPENDENT CONTRACTOR / OBLIGATIONS .....   | 18        |
| B.          | EMPLOYEE WORK ELIGIBILITY STATUS .....   | 19        |
| C.          | COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT /<br>NONDISCRIMINATION (Statutory)..... | 19        |
| D.          | COOPERATION WITH OTHER CONTRACTORS.....  | 19        |
| E.          | PERMITS, REGULATIONS, LAWS.....  | 20        |
| F.          | OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES .....   | 20        |
| G.          | INSURANCE REQUIREMENTS .....   | 20        |
| H.          | ANTITRUST .....  | 23        |
| I.          | CONFLICT OF INTEREST.....  | 23        |
| J.          | STATE PROPERTY .....   | 23        |
| K.          | SITE RULES AND REGULATIONS .....   | 24        |
| L.          | ADVERTISING .....  | 25        |
| M.          | NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory) .....   | 25        |
| N.          | DISASTER RECOVERY/BACK UP PLAN .....   | 25        |
| O.          | DRUG POLICY .....  | 25        |
| P.          | WARRANTY.....  | 26        |
| <b>IV.</b>  | <b>PAYMENT.....</b>  | <b>28</b> |
| A.          | PROHIBITION AGAINST ADVANCE PAYMENT (Statutory).....   | 28        |
| B.          | TAXES (Statutory).....   | 28        |
| C.          | INVOICES .....   | 28        |
| D.          | INSPECTION AND APPROVAL .....  | 28        |
| E.          | PAYMENT (Statutory).....   | 28        |
| F.          | LATE PAYMENT (Statutory).....  | 29        |
| G.          | SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory).....                        | 29        |
| H.          | RIGHT TO AUDIT (First Paragraph is Statutory) .....  | 29        |
| <b>V.</b>   | <b>PROJECT DESCRIPTION AND SCOPE OF WORK.....</b>  | <b>30</b> |
| A.          | COMPOSITION OF THE REQUEST FOR PROPOSAL .....  | 30        |
| B.          | TECHNOLOGY REQUIREMENTS FOR ALL OPTIONS .....  | 30        |
| C.          | PERFORM IMPLEMENTATION FOR ALL OPTIONS.....  | 32        |
| D.          | PROVIDE POST IMPLEMENTATION SUPPORT FOR ALL OPTIONS .....  | 32        |
| E.          | PROJECT ENVIRONMENT OPTION 1 - LICENSE PLATE PRINTING LINE.....  | 32        |
| F.          | SCOPE OF WORK OPTION 1 - LICENSE PLATE PRINTING LINE .....   | 33        |
| G.          | PROJECT REQUIREMENTS OPTION 1 LICENSE PLATE PRINTING LINE .....  | 34        |
| H.          | DELIVERABLES OPTION 1 - LICENSE PLATE PRINTING LINE.....   | 38        |
| I.          | PROJECT ENVIRONMENT: OPTION 2 FULFILLMENT SYSTEM.....  | 39        |
| J.          | SCOPE OF WORK OPTION 2 FULFILLMENT SYSTEM .....  | 39        |
| K.          | TECHNICAL REQUIREMENTS OPTION 2 FULFILLMENT SYSTEM.....  | 40        |
| L.          | VALIDATION STICKER REQUIREMENTS OPTION 2 FULFILLMENT SYSTEM .....  | 41        |
| M.          | PROJECT REQUIREMENTS OPTION 2 FULFILLMENT SYSTEM .....   | 44        |
| N.          | DELIVERABLES OPTION 2 FULFILLMENT SYSTEM.....  | 44        |
| <b>VI.</b>  | <b>PROPOSAL INSTRUCTIONS.....</b>  | <b>46</b> |
| A.          | PROPOSAL SUBMISSION .....  | 46        |
|             | <b>Form A Bidder Proposal Point of Contact.....</b>  | <b>49</b> |
|             | <b>Form B Notification of Intent to Attend Pre-Proposal Conference .....</b>                               | <b>50</b> |
|             | <b>REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM .....</b>  | <b>51</b> |

## 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.

**Application Programming Interface:** A specific kind of interface between a client and a server, which has been described as a "contract" between both - such that if the client makes a request in a specific format, it will always get a response in a specific format or initiate a defined action.

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

**Automated Clearing House: (ACH)** Electronic network for financial transactions in the United States

**Award:** All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the solicitation.

**Batch Printing:** A solution for consolidating multiple orders and printing from a central large scale printer.

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

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

**Bidder:** A vendor who submits a proposal in response to a written solicitation.

**Breach:** Violation of a contractual obligation by failing to perform or repudiation of one's own promise.

**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.

**Change Order:** Document that provides amendments to an executed purchase order or contract.

**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 administration of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

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

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

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

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

**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 the 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 bidder'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 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".

**Facility:** An organization or building offering supporting capability. A place provided for a particular purpose.

**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.

**Installation Date:** The date when the procedures described in “Installation by Contractor “, and “Installation by State”, as found in the solicitation, or contract, are completed.

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

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

**Licensed Software Documentation:** The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the 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.

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

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

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

**Non-responsive Proposal:** A proposal that does not meet the requirements of the solicitation or cannot be evaluated against the other proposals

**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.

**Pat Search:** A search of the outside of a person’s clothing, inside the shirt collar and pants waistband without the complete removal of the clothing. This will be accomplished by running the employee’s hands inside the collar and waistband and over the exterior of the clothing surfaces and by separately inspecting hats, jackets, shoes and pockets.

**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.

**Point of Contact (POC):** The person designated to receive communications and to communicate.

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

**Print On Demand (POD):** A solution for printing documents as needed at the time of registration.

**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 solicitation, 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:** An offer, bid, or quote submitted by a bidder in a response to a written solicitation

**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 serves 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 solicitation or resultant contract, brought by a bidder who has timely submitted a proposal 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 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 proposal which conforms to all requirements of the solicitation document.

**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.

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

**Statutory:** These clauses are controlled by state law and are not subject to negotiation.

**Subcontractor:** Individual or entity with whom a contractor enters a contract to perform a portion of the work awarded to the bidder.

**System (see Module):** Any collection or aggregation of two (2) or more Modules that is designed to function or is represented by the bidder 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.

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



**Tool Inventory:** A systemic process for tool accountability

**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 contractor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

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

**Vendor Performance Report:** A report completed by the using agency and submitted to State Purchasing Bureau documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications.

**Vendor:** An individual or entity lawfully conducting business in the State.

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

**Work Day:** See Business Day.

## ACRONYM LIST

**ARO** – After Receipt of Order

**ACH** – Automated Clearing House

**API** -- Application Programming Interface

**BAFO** – Best and Final Offer

**COI** – Certificate of Insurance

**CPU** – Central Processing Unit

**CSI** – Cornhusker State Industries

**DAS** – Department of Administrative Services

**DMV** – Department of Motor Vehicles

**F.O.B.** – Free on Board

**NDCS** - Nebraska Department of Correctional Services

**NIGP** – National Institute for Governmental Purchasing

**OCIO** – Office of the Chief Information Officer

**POD** – Print on Demand

**PSA** – Pressure Sensitive Adhesive

**RFP** – Request for Proposal

**SPB** – State Purchasing Bureau

## I. PROCUREMENT PROCEDURE

### A. GENERAL INFORMATION

The solicitation is designed to solicit proposals from qualified bidders who will be responsible for providing a new License Plate Printing Line **and/or optional License Plate Fulfillment System** at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Proposal instructions, and Cost Proposal Requirements may be found in Sections II through VI.

Proposals shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective bidders are expected to carefully examine all documents, schedules, and requirements in this solicitation, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the solicitation.

### B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

Name: Annette Walton  
RFP#: 6494 Z1  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508

Telephone: 402-471-1428

E-Mail: [annette.walton@nebraska.gov](mailto:annette.walton@nebraska.gov)

From the date the solicitation is issued until the Intent to Award is issued, communication from the bidder is limited to the POC listed above. After the Intent to Award is issued, the bidder may communicate through SPB with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications or amendments regarding this solicitation in writing. Only the SPB or awarding agency can award a contract. Bidders shall not have any communication with or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the solicitation POC;  
and
3. Contact required for negotiation and execution of the final contract.

*The State reserves the right to reject a bidder's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.*

**C. SCHEDULE OF EVENTS**

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

| ACTIVITY |  | DATE/TIME                              |
|----------|--|--|
| 1.       | Release Solicitation   | February 24, 2021                      |
| 2.       | Last day to submit "Notification of Intent to Attend Pre-Proposal Conference"  | March 12, 2021                         |
| 3.       | Mandatory Pre-Proposal Conference<br>Location: ONLINE via Zoom<br><br><i>* Registration Advisement:<br/>Proposals will only be accepted from those Companies/Firms which properly register their attendance at this meeting by completing all of the required information on the State Registration Sheet.</i> | March 15, 2021<br>2:00 pm Central Time |
| 4.       | Last day to submit written questions after Pre-Proposal Conference   | March 19,2021                          |
| 5.       | State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at:<br><a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>   | March 26, 2021                         |
| 6.       | Proposal Opening<br><br>Online Via Zoom  | April 5, 2021<br>2:00 PM Central Time  |
| 7.       | Review for conformance to solicitation requirements  | April 6, 2021                          |
| 8.       | Evaluation period  | April 6 To<br>April 18, 2021           |
| 9.       | "Presentations and/or Demonstrations" (if required)  | TBD                                    |
| 10.      | Post "Notification of Intent to Award" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>   | April 19, 2021                         |
| 11.      | Contract finalization period   | April 19, 2021<br>To<br>May 7, 2021    |
| 12.      | Contract award   | May 8, 2021                            |
| 13.      | Contractor start date  | May 8, 2021                            |

**D. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any solicitation provision must be received by State Purchasing Bureau and clearly named "RFP Number 6494 Z1; New License Plate Printing Line New License Plate Fulfillment System Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the bidder's proposal is or might be developed. Any proposal containing assumptions may be deemed non-responsive. Non-responsive proposals may be rejected by the State. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

Questions should be uploaded using the following link **via ShareFile** <https://nebraska.sharefile.com/r-r4d2a3b9075fd4924bda24a3b9ffacea4>

It is recommended that the questions be submitted in the following format:

| Solicitation Section Reference | Solicitation Page Number | Question |
|--------------------------------|--------------------------|----------|
|--------------------------------|--------------------------|----------|

|  |  |  |
|--|--|--|
|  |  |  |
|--|--|--|

Written answers will be posted at <http://das.nebraska.gov/materiel/purchasing.html> per the Schedule of Events.

**E. MANDATORY PRE-PROPOSAL CONFERENCE**

**A pre-proposal conference will be held per the Schedule of Events.**

<https://us02web.zoom.us/j/88017517599?pwd=MXJmU0YrVFoxdTVja3hUWIV3VUxtQT09>

Attendance at the pre-proposal conference is mandatory in order to submit a proposal. Vendors will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the solicitation requirements. Questions that have a material impact on the solicitation or process, and questions that are relevant to all vendors, will be answered in writing and posted at <http://das.nebraska.gov/materiel/purchasing.html>. An answer must be posted to be binding on the State. The State will attempt to provide verbal answers to questions that do not impact the solicitation or process and are only of interest to an individual bidder during the conference. If a vendor feels it necessary to have a binding answer to a question that was answered verbally, the question should be submitted in writing per the Schedule of Events.

**F. NOTICE OF INTENT TO ATTEND MANDATORY PRE-PROPOSAL CONFERENCE**

Bidders should notify the POC of their intent to attend by submitting a "Notification of Intent to Attend the Pre-Proposal Conference Form" (see Form \_\_B) **and** Attachment One Personal Information for Security Check NCDS form DCS-A-per-002-pc by uploading using the following link **via ShareFile** <https://nebraska.sharefile.com/r-ra4421ffcbsd74c0e949e8e3344d33f1f>

**G. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (§ 21-2,203 Statutory)**

All Contractors must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

**H. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject proposals, withdraw an award or intent to award or award, or terminate a contract if an ethical violation has been committed, which includes, but is not limited to:

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

The Contractor shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the bidder throughout the bidding process, and throughout the term of this contract for the successful bidder and their subcontractors.

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

The requirements contained in the solicitation (Sections II thru VI) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through VI 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 solicitation,

requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

## **J. SUBMISSION OF PROPOSALS**

The State is accepting **only** electronically submitted responses. The State will not accept proposals by email, voice, mail or telephone.

Pages may be consecutively numbered for the entire proposal or may be numbered consecutively within sections. Figures and tables should 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 should 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.

It is the bidder's responsibility to ensure the RFP is received electronically and submitted by the date and time indicated in the Schedule of Events. No late proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this RFP to include addenda and/or amendments issued prior to the opening date. Website address is as follows:  
<http://das.nebraska.gov/materiel/purchasing.html>.

Emphasis should be concentrated on conformance to the RFP 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 the State reserves the right to reject the proposal as non-conforming.

### **1. Bidders submitting a response must submit via ShareFile using the proposal submission link.**

Note to bidders: Not all browsers are compatible with ShareFile. Currently Chrome, Internet Explorer and Firefox are compatible. After the bidder clicks the proposal submission link, the bidder will be prompted to enter contact information including an e-mail address. By entering an e-mail address, the bidder should receive a confirmation email confirming the successful upload directly from ShareFile.

**Proposal submission link** <https://nebraska.sharefile.com/r-rc6e84600ec6847f490da556c5f4f5b3f>

- a.** The Technical, Cost Proposal and Proprietary information should be uploaded as separate and distinct files.
  - i.** If duplicated proposals are submitted, the State will retain only the most recently submitted response.
  - ii.** If it is the bidder's intent to submit multiple proposals, the bidder must clearly identify the separate submissions.
  - iii.** It is the bidder's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late proposals will be accepted.
- b.** **ELECTRONIC PROPOSAL FILE NAMES**

The bidder should clearly identify the uploaded RFP proposal files. To assist in identification the bidder should use the following naming convention:

  - i.** RFP 6494 Z1 ABC Company Option (1, 2, or 3) (what option is being bid).
  - ii.** If multiple files are submitted for one RFP proposal, add number of files to file names: RFP 6494 Z1 ABC Company Option (1, 2 or 3) File 1 of 5 (or total number of separate files).
  - iii.** If multiple RFP proposals are submitted for the same RFP, add the proposal number to the file names: RFP 6494 Z1 ABC Company Proposal 1 Option (1, 2, or 3) File 1 of 5.

Proposal responses should include the completed Form A, "Contact Information".

**K. PROPOSAL PREPARATION COSTS**

The State shall not incur any liability for any costs incurred by bidders in replying to this solicitation, including any activity related to bidding on this solicitation.

**L. DISCOUNTS**

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

**M. PRICES**

Pricing to remain firm for the first year of the contract. If adjustments are necessary at the end of this period a request for price increase must be submitted to State Purchasing Bureau at least Ninety (90) days prior to the effective date and accompanied by supporting manufacturers documentation indicating percentage of increase or further documentation as requested by the State Purchasing Bureau. Failure to supply any requested supporting documentation may be grounds to cancel the Contract. The supporting documentation must clearly establish the increase justification and that the increase is for all customers, not to the State of Nebraska alone. The State further reserves the right to reject any proposed price increase within 15 days receipt, cancel the contract and re-bid if determined it is in the best interest of the State. No increases are to be billed without prior written approval by the State Purchasing bureau.

It is understood and agreed that in the event of a reduction in the manufacturing's published standard price list for any and all of the proposed items, the State of Nebraska will be given full benefit of such decline in price immediately.

**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 decreases for the term of the contract.**

**N. COST CLARIFICATION**

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

**O. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL**

Violation of the terms and conditions contained in this solicitation 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. Withdrawal of the Award;
4. Negative Vendor Performance Report(s)
5. Termination of the resulting contract;
6. Legal action; and
7. Suspension from further bidding.

**P. PROPOSAL CORRECTIONS**

A bidder may correct a mistake in a proposal prior to the time of opening by uploading a revised and completed proposal if the original proposal was electronically submitted.

1. If a corrected electronic proposal is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted. The corrected proposal file name(s) should be identified as
  - a. **Corrected** 6494 Z1 Company Name Proposal #1 Option 1 (2, or 3), File 1 of 5,
  - b. **Corrected** 6494 Z1 Company Name Proposal #2, Option 1 (2, or 3), File 1 of 5, etc.

Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

**Q. LATE PROPOSALS**

Proposals received after the proposal opening will be considered late and will not be evaluated. The State is not responsible for proposals that are late or lost regardless of cause or fault.

**R. PROPOSAL OPENING**

Proposals **WILL NOT** be available at the proposal opening. Once proposals are opened, they become the property of the State of Nebraska and will not be returned. A Respondents List will be posted to the website after the opening.

**Proposal Opening will be via Zoom**

<https://us02web.zoom.us/j/85402029240?pwd=dGlzT2Y5NzE3OGVfbGVVWEFaQkpsZz09>

**S. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS**

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections II through VI;
5. Completed Attachment A – Bidder Requirements Option (1, 2, and/or 3); and,
6. Completed State Cost Proposal Template (Option 1, 2, and/or 3).

**T. EVALUATION COMMITTEE**

Proposals are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this solicitation may result in the rejection of this proposal and further administrative actions.

**U. EVALUATION OF PROPOSALS**

All proposals that are responsive to the solicitation will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Corporate Overview should 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 solicitation;
  - 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 vendor 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 – Attachment A - Bidder Requirements Option 1, 2 and/or 3; and,
3. Cost Proposal (Option 1, 2, and/or 3).

**Neb. Rev. Stat. §81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid solicitations in determining the lowest responsible bidder.** Information obtained from any Vendor Performance Report (See Terms & Conditions, Section H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

**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 proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the solicitation 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 bidder 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.

**V. PRESENTATIONS AND/OR DEMONSTRATIONS**

The State may determine after the completion of the Technical and Cost Proposal evaluation that presentations and/or demonstrations are required. Not every bidder may not be given an opportunity to present and/or give demonstrations The State reserves the right, in its discretion, to select only the top scoring bidders to present/give demonstrations. The evaluations from the 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. Bidder's key personnel, identified in their proposal, may be requested to participate in a structured presentation to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting bidder will be permitted to attend the presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their proposals.

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

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

**W. BEST AND FINAL OFFER**

Bidder should provide the best offer with the original proposal response and should not expect the State to request a best and final offer (BAFO).

Every bidder may not be given the opportunity to submit a BAFO. Any BAFO requested by the State, should be submitted by the bidder to be evaluated (using the stated BAFO criteria) and scored by the Evaluation Committee. The State reserves the right to conduct more than one BAFO. If requested by the State, the BAFO must be submitted on the BAFO Cost Proposal form. Failure to submit a requested BAFO may result in rejection of the bidder's entire proposal response.

**X. REFERENCE AND CREDIT CHECKS**

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this solicitation, 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. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

**Y. AWARD**

The State reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the solicitation process, the State of Nebraska may take one or more of the following actions:

1. Amend the solicitation;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's solicitation process and in bidder proposals that are not material, do not compromise the solicitation process or a bidder's proposal, and do not improve a bidder's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the solicitation;
7. Elect to rebid the solicitation;
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

The solicitation does not commit the State to award a contract. If an Intent to Award decision has been determined, it will be posted to the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a bidder within ten (10) business days after the Intent to Award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

**Z. ALTERNATE/EQUIVALENT PROPOSALS**

Bidder may offer proposals which are at variance from the express specifications of the solicitation. The State reserves the right to consider and accept such proposals if, in the judgment of the Materiel Administrator, the proposal will result in goods and/or services equivalent to or better than those which would be supplied in the original proposal specifications. Bidder must indicate on the solicitation the manufacturer's name, number and shall submit with their proposal, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposals which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms, conditions and specification, and the bidder shall be held liable, therefore.

**AA. LUMP SUM OR "ALL OR NONE" PROPOSALS**

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a proposal on an "all or none" or "lump sum" basis but should also submit a proposal on an item-by-item basis. The term "all or none" means a conditional proposal which requires the purchase of all items on which proposals are offered and bidder declines to accept award on individual items; a "lump sum" proposal is one in which the bidder offers a lower price than the sum of the individual proposals if all items are purchased, but agrees to deliver individual items at the prices quoted.

**BB. REJECTION OF PROPOSALS**

The State reserves the right to reject any or all proposals, wholly or in part, in the best interest of the State.

**CC. RESIDENT BIDDER**

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

**II. TERMS AND CONDITIONS**

**Bidders should complete Sections II through VI as part of the proposal.** Bidder should read the Terms and Conditions and initial either accept, reject, or reject and provide alternative language for each clause. The Bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to reject or negotiate the bidder’s rejected or proposed alternative language.

**If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.**

Bidders must submit with the proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the contract. The State will not consider incorporation of any document not submitted with the bidder’s proposal. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State’s clause shall control.

**A. GENERAL**

| Accept<br>(Initial) | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>Solicitation<br>Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|--|-----------------|
|                     |                     |  |                 |

The Contract resulting from this solicitation shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Bidder’s proposal (Solicitation and properly submitted documents); and
5. Amendments and Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future 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) Amendments and addendums to the executed Contract with the most recent dated amendment or addendum, respectively, having the highest priority, 2) Amendments to solicitation, 3) Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the bidder’s submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

**B. NOTIFICATION**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
|                  |                  |   |                 |

Bidder and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally. All notices, requests, or communications shall be deemed effective upon receipt.

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.

**C. BUYER’S REPRESENTATIVE**

The State reserves the right to appoint a Buyer’s Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer’s Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer’s Representative authority and responsibilities. If a Buyer’s Representative is appointed, the Contractor will be provided a copy of the appointment document and is required to cooperate accordingly with the Buyer’s Representative. The Buyer’s Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

**D. GOVERNING LAW (Statutory)**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State’s Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State’s sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State’s Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State’s Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

**E. BEGINNING OF WORK**

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

**F. AMENDMENT**

This Contract may be amended only in writing, within scope, upon the agreement of both parties.

**G. CHANGE ORDERS OR SUBSTITUTIONS**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
|                  |                  |   |                 |

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. 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, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

**\*\*\*Contractor will not substitute any item that has been awarded without prior written approval of SPB\*\*\***

**H. VENDOR PERFORMANCE REPORT(S)**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
|                  |                  |   |                 |

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

**I. NOTICE OF POTENTIAL CONTRACTOR BREACH**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
|                  |                  |   |                 |

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**J. BREACH**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
|                  |                  |   |                 |

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. 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. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections, including but not limited to, charging interest to the State (Refer to Prompt Payment Act).

**K. NON-WAIVER OF BREACH**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
|                  |                  |   |                 |

Allowing time to cure or the acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party, including but not limited to the right to immediate termination of the contract for the same or a different breach, or constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

**L. SEVERABILITY**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation 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 provision held to be invalid or illegal.

**M. INDEMNIFICATION**

| Accept<br>(Initial) | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>Solicitation<br>Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|--|-----------------|
|                     |                     |  |                 |

**1. GENERAL**

The bidder agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all third party 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 for personal injury, death, or property loss or damage, 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, resulting from this contract, 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 bidder 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 solicitation.

**3. PERSONNEL**

The bidder 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, including subcontractor’s and employees, 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 (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 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.

**N. ATTORNEY'S FEES**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
|                  |                  |   |                 |

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

**O. PERFORMANCE BOND**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
|                  |                  |   |                 |

The awarded bidder 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, which shall be valid for through final implementation of the License Plate Printing Line, (Milestone 3) and/or License Plate Fulfillment System (Milestone 3). The amount of the bond must be equal to the amount bid for final implementation of the License Plate Printing Line, (Milestone 3) and/or License Plate Fulfillment System. The bond will guarantee that the 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 contract has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract

**P. ASSIGNMENT, SALE, OR MERGER**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
|                  |                  |   |                 |

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.



**Q. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
|                  |                  |   |                 |

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

**R. FORCE MAJEURE**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
|                  |                  |   |                 |

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party (“Force Majeure Event”). The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party’s own employees will not be considered a Force Majeure Event.

**S. CONFIDENTIALITY**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
|                  |                  |   |                 |

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

It is incumbent upon the Parties to inform 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 by 5 U.S.C. 552a (m)(1), provides that any officer or employee, 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.

**T. EARLY TERMINATION**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation 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 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 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; and,
  - i. In the event funding is no longer available.

**U. CONTRACT CLOSEOUT**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
|                  |                  |   |                 |

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or

data 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;

4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
|                  |                  |   |                 |

It is agreed that the bidder is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the bidder's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and 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 assigned duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder'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.

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

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any subcontractor engaged to perform work on this contract.

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation 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 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>
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. 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.
4. 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.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)**

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, compensation, 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 goods and services to be covered by any contract resulting from this solicitation.

**D. COOPERATION WITH OTHER CONTRACTORS**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
|                  |                  |   |                 |

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

**E. PERMITS, REGULATIONS, LAWS**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
|                  |                  |   |                 |

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

**F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
|                  |                  |   |                 |

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

**G. INSURANCE REQUIREMENTS**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
|                  |                  |   |                 |

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any subcontractor to commence work until the subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) years following termination or expiration of the contract.

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.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

**1. WORKERS' COMPENSATION INSURANCE**

The awarded bidder shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The awarded bidder 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 secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

| <b>REQUIRED INSURANCE COVERAGE</b>   |                                   |
|--|-----------------------------------|
| <b>COMMERCIAL GENERAL LIABILITY</b>  |                                   |
| 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        |
| Medical Payments   | \$10,000 any one person           |
| Damage to Rented Premises (Fire)   | \$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>  |                                   |
| <b>WORKER'S COMPENSATION</b>   |                                   |
| Employers Liability Limits   | \$500K/\$500K/\$500K              |
| Statutory Limits- All States   | Statutory - State of Nebraska     |
| Voluntary Compensation   | Statutory                         |
| <b>COMMERCIAL AUTOMOBILE LIABILITY</b>   |                                   |
| Bodily Injury/Property Damage  | \$1,000,000 combined single limit |
| Include All Owned, Hired & Non-Owned Automobile liability  | Included                          |
| Motor Carrier Act Endorsement  | Where Applicable                  |
| <b>UMBRELLA/EXCESS LIABILITY</b>   |                                   |
| Over Primary Insurance   | \$5,000,000 per occurrence        |
| <b>CYBER LIABILITY</b>   |                                   |
| Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties  | \$10,000,000                      |
| <b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>   |                                   |
| "Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."  |                                   |
| <b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>   |                                   |
| "Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured." |                                   |

**3. EVIDENCE OF COVERAGE**

The awarded bidder shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Nebraska State Purchasing Bureau  
 Attn: Annette Walton  
 annette.walton@nebraska.gov

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. The Contractor shall be required to submit updated certificates throughout the term of the contract. 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.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.



**4. DEVIATIONS**

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

**H. ANTITRUST**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation 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.

**I. CONFLICT OF INTEREST**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
|                  |                  |   |                 |

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

**J. STATE PROPERTY**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation 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.

**K. SITE RULES AND REGULATIONS**

| Accept<br>(Initial) | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>Solicitation<br>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 in writing between the State and the Contractor.

**1. NDCS SECURITY**

- a. CONTRACTOR'S personnel shall be subject to Nebraska Department of Correctional Services' (NDCS) background security checks prior to their arrival on site and will carry proper identification with them at all times while on facility grounds. Please see Attachment One Personal Information for Security Check NDCS form DCS-A-per-002-pc
- b. Contractor shall provide a list of personnel commitments and their information prior to the start of the contract. The list of personnel shall not be changed without the prior written approval of NDCS. Replacement of key personnel, if approved by NDCS, shall be with personnel of equal or greater ability and qualifications.
- c. Contractor shall make its employees aware of the provisions of Neb. Rev. Stat. § 28-322.01, which state that a person commits the offense of sexual abuse of an inmate or parolee if such person subjects an inmate or parolee to sexual penetration or sexual contact, because an inmate or parolee is not legally capable of giving consent to any such relationship. Neb. Rev. Stat. § 28-322 states that individuals "working under contract with the department" are included in the list of persons prohibited from having sexual relations with one or more of NDCS' inmates. Contractor will promptly notify NDCS if allegations of sexual abuse or contact become known.
- d. Contractor shall make his/her employees aware of the Nebraska Department of Correctional Services, Policy 112.31 (Code of Ethics and Conduct). Please see Attachment Four – Administrative Regulation 112.31. Contractor may be required to sign and return documentation showing receipt of NDCS Policy 112.31 (Code of Ethics and Conduct). Please see Attachment Three - Receipt of Rules.
- e. Contractor shall inform his/her personnel of the Nebraska Department of Correctional Services Tobacco Policy, which states that tobacco and tobacco-related products are contraband and must not be carried into any NDCS-owned or controlled property. Such products must remain in Contractor's locked vehicle while on NDCS-owned or controlled property.
- f. Contractor's personnel may be subject to pat searches and tool inventory upon arrival and departure from NDCS facilities.
- g. Wireless devices and/or cellular phones are prohibited at NDCS facilities unless prior approval is given. If wireless devices are necessary for use on site at NDCS, Contractor will seek prior approval to carry such devices by requesting the Cellular Device Institutional Use Report form. All persons are prohibited from providing a cellphone/electronic communication device to an inmate of any facility, per PD 104.06. Please see Attachment Five – Cellular Device Institutional Use Request and Attachment Six – Administrative Regulation 104.06 Computer Equipment Telephone Usage

**L. ADVERTISING**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation 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 goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

**M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)**

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 the contract comply with the changed standard at a cost mutually acceptable to the parties.

**N. DISASTER RECOVERY/BACK UP PLAN**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
|                  |                  |   |                 |

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

**O. DRUG POLICY**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
|                  |                  |   |                 |

Contractor certifies it maintains a drug free workplace 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.

**P. WARRANTY**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
|                  |                  |   |                 |

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

**Q. INFORMATION, DATA AND PHYSICAL SECURITY**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
|                  |                  |   |                 |

1. The Contractor shall use commercially reasonable efforts at all facilities used to store, retain and process State Data, Materials, and information including appropriate administration, physical and technical safeguards to secure such data from unauthorized access, disclosure, alteration, and use, until the data is deleted or for an alternate time period mutually agreed upon in writing by the parties. Such measures will be no less protective than those used to secure the Contractor's own data of similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, the Contractor warrants that all State data, materials and information will be encrypted in transmission (including web interface) and all portable storage media at no less than 128 – bit level encryption.
  
2. The Contractor shall ensure that employees or subcontractors who perform work under this contract have read understood and received appropriate instruction as to how to comply with the data protection provisions of this Contract. The Contractor shall diligently screen and review the qualifications of such employees or subcontractors prior to granting access to the State Data security, physical security and transport security.
  
3. The Contractor shall take all actions necessary to protect state data, materials and information from exploits, inappropriate alterations, access or release and malicious attacks.
  
4. Immediately upon becoming aware of a data compromise, or of circumstances that could have reasonably resulted in unauthorized access to, disclose of or use of State data, material, or information after the execution of this Contract, the Contractor shall notify CSI, fully investigate the incident, and fully assist with the CSI/State's investigation of analysis of and response to the incident. This investigation may include security scans made at the State's discretion. Failure by the Contractor to remedy any security issues discovered may be considered a breach of this Contract, as determined in the sole discretion of the State. Notwithstanding any other provision of this Contract and in addition to any other remedies available to the CSI under the law or equity, the Contractor shall reimburse CSI in full for all costs incurred by CSI or other State Agencies connected to the investigation and remediation of such State data, material, or information compromised, including but not limited to: providing notification to third parties whose data was compromised and to regulatory agencies or other entities as required by the law or this Contract; the offering of 12 months credit monitoring to each person whose State data, material, or information was compromised; and the payment of legal fees, audit costs, fines, or other fees imposed by regulatory agencies or contracting partners as a result of the State data , material, or

information subject to privilege or confidentiality under law. Reporting to CSI under this section shall not excuse or satisfy any obligation of the Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.

5. The Contractor will use industry standard up-to-date security tools and technologies, such as anti-virus protection and intrusion detection methods, in providing services under this Contract. The Contractor will, at its own expense, either conduct or have conducted at least on an annual basis:
  - a. A vulnerability scan, performed by scanner approved by CSI, of the Contractor's system and facilities that are used in any way to deliver services under this Contract and
  - b. A formal penetration test, performed by a process and qualified personnel approved by CSI, of the Contractor's systems and facilities that are used in any way to deliver services under this contract.
6. All test results shall be delivered to CSI within 30 days of receipt by the Contractor. The results must be found acceptable by CSI. If the results are not found acceptable by CSI, CSI may declare breach of the Contract and terminate this Contract. All costs associated with early termination shall be reimbursed by the Contractor to CSI.
7. The Contractor guarantees that:
  - a. Any files shared with the State or CSI do not contain any code that does not support a software requirement.
  - b. The Contractor will not insert into any file shared with the State or CSI any virus, rouge program, time bomb, Trojan Horse, back Doors, Easter Eggs or other malicious or intentionally destructive code and
  - c. The Contractor will use commercially reasonable efforts consistent with industry standards to scan for and remove any malicious code file shared with the State or CSI as delivered by the Contractor to the State/CSI, under this Contract.

The remedies in this paragraph are in addition to such other additional remedies the State may have at law, equity or otherwise.

8. Except as otherwise expressly prohibited by law, the Contractor shall immediately notify CSI of any subpoenas, warrants, or other legal orders, demands or requests received by the Contractor seeking State data, material, or information in the possession of the Contractor. The Contractor in such instances shall move to quash or modify the legal order, demand or request. Upon the State/CSI request the Contractor shall provide the State/CSI with any documentation involved with the legal request of State data, material or information.
9. The Contractor hereby acknowledges and agrees that all reports, plans, specification, technical data, miscellaneous drawings, software system programs and documentation, procedures, or data files operating instructions and procedures, source code(s), and documentation provided in connection with the performance of this Contract shall become CSI property. All information provided by the State or CSI is retained as State property and shall not be used in any way by the Contractor, its subcontractors, agents, or associates that is not exclusively for the purpose of fulfilling this Contract.
10. The Printing Line shall operate within a closed State network, "STONE", including the staff and inmate networks. The Contractor must clearly define any of their functional needs to obtain access to this closed network. The OCIO shall work with the Contractor to identify the best way to meet those needs.

**IV. PAYMENT**

**A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)**

Neb. Rev. Stat. §§81-2403 states, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

**B. TAXES (Statutory)**

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

**C. INVOICES**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation 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 to: NE Department of Correctional Services  
 Accounts Payable  
 P.O. Box 94661  
 Lincoln, NE 68509-4661

Accounts Payable Contact: (402) 479-5715  
 Invoices may be emailed to: [DCSAccountsPayable@nebraska.gov](mailto:DCSAccountsPayable@nebraska.gov)

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.

**D. INSPECTION AND APPROVAL**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation 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 agreed upon times and in a manner that will not delay work.

**E. PAYMENT (Statutory)**

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). 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 goods and

services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

**G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)**

The State's obligation to pay amounts due on the Contract for a fiscal year following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) 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 termination. All obligations of the State to make payments after the termination date will cease. 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.

**H. RIGHT TO AUDIT (First Paragraph is Statutory)**

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of Contractor's business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Contractor.

| Accept<br>(Initial) | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>Solicitation<br>Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|--|-----------------|
|                     |                     |  |                 |

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one percent (1%) percent of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

## V. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder should provide the following information in response to this solicitation.

### A. COMPOSITION OF THE REQUEST FOR PROPOSAL

This RFP is composed of two elements: License Plate Printing Line (Option 1) and/or optional License Plate Fulfillment System (Option 2). Bidders may respond to a single element (Option 1 – License Plate Printing Line\_) or Option 2 License Plate Fulfillment System or both elements (Option 3 License Plate Printing Line AND License Plate Fulfillment system. The State will evaluate all conforming proposals. A highest scoring bidder will be identified for each of the options (1, 2, and 3). The State reserves the right to award any and all options at its sole discretion. Bidders must submit a complete and separate response for each option they are bidding. The expected completion date for this project is requested on or before July 21, 2021.

The project will focus on two elements, the Printing Line, and the Fulfillment System.

#### 1. Option 1 License Plate Printing Line

This element shall cover raw materials, equipment, installation, and maintenance of the new License Plate Printing Line. Old equipment shall be removed and new installed. This system shall be defined as a group of machines, hardware and software that handles the printing of the sheeting, and electronics processing, servers and interfaces to the DMV VicToRy system, and the JD Edwards E2 programs as necessary.

#### 2. Option 2 License Plate Fulfillment System

This element shall cover raw materials, equipment, installation, and maintenance of the new license plate fulfillment, hardware, software and printers. This system shall be defined as a group of printers, hardware and software that handles the electronic processing, printing and validating of the license plate registration documentation, necessary servers and interfaces to the Department of Motor Vehicles (DMV) VicToRy system, and the JD Edwards E2 programs as needed.

#### 3. Option 3 Both License Plate Printing Line AND License Plate Fulfillment System

Includes all requirements of both Option 1 and Option 2.

### B. TECHNOLOGY REQUIREMENTS FOR ALL OPTIONS

1. The Contractor will utilize OCIO enterprise environment including virtual machine, storage area network (SAN), and State WAN/LAN.
  - a. The Contractor will use the State virtual environment to achieve redundancy in addition to whatever solution the Contractor chooses. Every virtual instance of a server or network appliance will have a redundant instance running on a separate physical VM server. Servers will be configured such that redundant pairs are connected to different power and network equipment.
  - b. The SAN is a single piece of equipment and is a self-contained redundant storage system. It has redundant power supplies and network connections. The SAN has included additional drive(s) and will serve as the global hot spare in the overall array.
  - c. The Contractor will use the environment to ensure consistency across Development, Quality Assurance, User Acceptance Test, and Production environments. The Quality Assurance environment will reflect all workstations, tablets, and peripherals.
  - d. The Contractor will be responsible for managing the hardware configurations on the State-owned hardware.
2. The State of Nebraska utilizes Microsoft technology as a foundation for all applications. It is required the License plate printing line will use Microsoft Windows 10 operating system and will use Active Directory to control access.
3. The Contractor will be provided with server hardware, Microsoft Server 2016 (or current version), SQL Server 2016 (or current version), VM software, network, SAN storage, and document image capture scanners.
4. The Contractor will be responsible for the configuration and management of the State-provided Microsoft Server software. All other hardware, software, and software licenses required (except for the hardware and software listed in #3 above) to provide the license plate printing line (services, system, and solution) shall be the responsibility of the Contractor. The Contractor is required to purchase and maintain all licenses, install, and configure all hardware and software (except for the



purchase of the hardware and software listed in #3 above). All products shall be new and shall not be used or refurbished, unless approved by the CSI.

5. License Plate Printing Line and License Plate Fulfillment System will use role-based permissions controlled through the State of Nebraska Active Directory for access and the inmate domain address book.
  - a. Users not authorized to use features of the solution should be prevented from doing so. Role-based access and software will ensure users' workflows are supported only for those functions for which they are responsible/authorized.
  - b. CSI will determine which functions and features are available to each role.
  - c. Identified roles include:
    - i. Administrative Staff
    - ii. Supervisory Staff
    - iii. State Technical Staff
    - iv. Training Staff
    - v. DMV Help Desk Staff
    - vi. OCIO Management
    - vii. External/ Contractor Technical Support
    - viii. Restricted Domain User
    - ix. Satellite State/ County User
  - d. The role base access shall be modifiable and allow new roles to be defined as needed. Additional user types/roles may be identified during the course of the implementation.
  - e. The software shall provide for a complete audit trail for all users and transactions.
6. End user hardware will access the State network through both wireless and wired connectivity. The OCIO operates an IP network. Servers will have a fixed IP address. The Contractor must provide a mechanism for the user to change the IP address on all network devices..
7. If the solution is web-based, the solution shall be supported by an evergreen version of browsers, including but not limited to, Internet Explorer/Edge, Google Chrome, Mozilla Firefox, and Safari.
8. For all computerized system components, the Contractor must provide the most recent software version, in consultation with the CSI, and an updating control process that ensures all production machines are set to the correct version.
9. The State will be responsible for providing the communications network from the devices to the State Backbone. The Contractor must supply the appropriate network interface card necessary for each workstation or device placed upon the State Network. All devices shall use static IP addressed provided by OCIO during the implementation phase.
10. The system must support real time/near real time operations. That is, changes to data or the status of processes should be immediately available in the system. System operations should not constrain the processes supported by the system. All workstations must retrieve and view image files on-line in real-time for identification of applicants.
11. A properly documented and approved Virtual Private Network (VPN) request to the State Chief Information Officer and must be executed before the establishment of the management VPN.
12. The Bidder must supply a reporting mechanism to remotely audit the software and hardware configuration of workstations attached to License plate printing line. This may be used by both CSI, its designee, technical staff and Bidder technical support personnel in ensuring updates have been installed, troubleshooting workstation errors, ensuring integrity of workstation installation, and prevent the installation of unauthorized software at remote locations.
13. No Off-Shore Development and Hosting of State Data: The Contractor must protect all production data, application development, and card production in a manner that complies with the information security and physical security requirements of [6 CFR 37](#). CSI requires all data to be stored within the computer environment hosted by the State of Nebraska. CSI requires the development and maintenance of applications for CSI be performed within the United States. This restriction also applies to disaster recovery, any disaster recovery plan must provide for storage entirely within the Unites States of America.

14. The solution must be available 24 hours a day, 7 days a week. Performance must be maintained regardless of any maintenance, back up, or other activities.

**C. PERFORM IMPLEMENTATION FOR ALL OPTIONS**

1. The Contractor shall be responsible to provide supervision, labor, rigging and transportation services as necessary to install the new equipment, including but not limited to:
  - a. Personnel to properly assemble/install all new industrial equipment and accessories.
  - b. Provide for a test environment to allow validation of performance before any go live execution.
  - c. Contractor's personnel shall conduct operational tests to ensure the equipment is operating in the intended manner. The Contractor's personnel shall be thoroughly qualified and experienced in the type of work and the environment in which the work is to be performed. Any personnel working or delivering to the job site will be required to submit Attachment One Personal Information for Security Check NCDS form DCS-A-per-002-pc
  - d. The Contractor shall be responsible to make repairs and restore the building and/or facilities to original condition, and for any damage that results from installation of Contractor-installed equipment and relocation of current equipment.

**D. PROVIDE POST IMPLEMENTATION SUPPORT FOR ALL OPTIONS**

1. The Contractor shall provide CSI with the following data and services to assist in the start-up of operations, ensuring satisfactory implementation of the project:
  - a. Manuals - Two complete sets of operation, program files and parts manuals shall be provided for all Contractor provided equipment. Manuals should be bound in a heavy-duty three-ring binder with equipment indexed according to the specifications and drawings, or a printable electronic copy may be acceptable. All revisions or custom modifications to programs or scripts shall be documented and controlled via unique revision identifiers.
  - b. Training: Technical Services (Equipment) -After the completion of the installation, the Contractor shall provide technical supervision for a period of three (3) man days (8-hour business day) to train the CSI's personnel and detail workers in the operation and maintenance of the new equipment.
  - c. If, at end of the designated training period, additional training is required, the Contractor shall provide the necessary services as needed at their standard rates.
2. The Contractor shall provide unlimited telephone technical support as required for the duration of the contract. Telephone support shall be available Monday thru Friday 7am-5pm CT. Calls shall be returned per the CSI Emergency Response Levels.
  - a. CSI Emergency Response Levels:
    - i. **Critical** – Line down with order backlog  
Requires 2-hour maximum call back response  
Next Day AM parts delivery  
48-hour maximum lead time to have on-site support if needed to resolve issue
    - ii. **Urgent** – Line down No / Minimal order backlog  
Requires 2-hour maximum call back response 7 am to 5 pm Monday to Friday non-Holiday  
Next Day parts delivery  
48-hour Monday to Friday non-Holiday on-site support if needed to resolve issue
    - iii. **Issue** – Line malfunction or non-optimal operation  
8-hour maximum call back response 7 am to 5 pm Monday to Friday non-Holiday  
2-day parts delivery  
1-week Monday to Friday non-Holiday on-site support if needed to resolve issue
    - iv. **Information request** –  
Service, maintenance, how to or operational questions  
8-hour maximum call back response 7 am to 5 pm Monday to Friday non-Holiday.

**E. PROJECT ENVIRONMENT OPTION 1 - LICENSE PLATE PRINTING LINE**

The license plate printing will be located within the License Plate Shop on the secure side of the Nebraska State Penitentiary in Lincoln, NE. The Contractor should expect minimal supervised contact with incarcerated individuals.

License plate printing environment.

1. The existing license plate printing line may be viewed at <https://www.youtube.com/watch?v=AW6eoQ6ms6g&feature=youtu.be>
2. Standard Utilities and working conditions in the License plates shop include:
  - a. Compressed air at 120 PSI line pressure with enough system head room to supply approximately 20 CFM.
  - b. Electrical Power is available in single phase 120V and 3 phase 240V. Two 30 Amp disconnects and breaker panel for 230 volts 120 Volt service are located in the same room.
  - c. The floor is approximately 8-inch-thick concrete slab with some unspecified area(s) of reinforced foundation.
  - d. The work area is heated and air conditioned.
  - e. A 4000# @ 24-inch electric forklift with 42" forks is available for onsite use.
  - f. The building has doors that are 9 feet 9 inches wide by 12 feet tall
  - g. Aisles are 6 feet clear access to move equipment in.
3. The equipment shall be located in a room 46 ft. by 24 ft. with a service door width of 90 inches and height of 82 inches. The ceiling height is nine (9) feet eleven (11) inches.
4. All work is to be completed under the institution security policies in effect at that time, See Section III.K. Site Rules and Regulations. This may include:
  - a. All contractor personnel will be subject to background checks, Security office approvals and searched prior to entry into the facility.
  - b. All Trucks and equipment must enter a security gate 16 feet wide by 13 feet tall and any additional motorized equipment must be moved outside the security fence at the end of each workday.
5. All tools shall be inventoried and secured in locked storage container each day.
6. Any device that has the ability to communicate to people or entities outside the institution shall be treated like a cellular device and subject to those same approvals and policies.

**F. SCOPE OF WORK OPTION 1 - LICENSE PLATE PRINTING LINE**

1. **Project Parameters:**
  - a. Sites/Facilities for License plate sheeting printing:
 

Nebraska State Penitentiary  
License Plate Facility  
14th and Pioneers Blvd.  
Lincoln, NE 68542-2500
  - b. Industry/Products to be supplied on service contract, including but not limited to:
    - i. White Passenger Size, License plate sheeting nominal 12" wide;
    - ii. Preprinted Graphic Passenger Size, License plate sheeting nominal 12" wide;
    - iii. 12" nominal clear overlay;
    - iv. White Motorcycle Size, nominal 7" wide;
    - v. 7" nominal Clear Overlay;
    - vi. Cyan Ribbons or cartridges;
    - vii. Magenta Ribbons or cartridges;
    - viii. Yellow Ribbons or cartridges;
    - ix. Black Ribbons or cartridges;
    - x. Spot Color Ribbons or cartridges; and,
    - xi. Replacement print heads.
  - c. Delivery location for these supply items to be FOB Destination 800 Pioneers Blvd, Lincoln, NE 68502. Delivery hours 8:00 AM and 2:30 PM, Central Time, Monday through Friday except State of Nebraska Holiday's.

d. Anticipated annual sheeting usage:

| Year | U of M | Graphic | White  | Overlay | Motorcycle |
|------|--------|---------|--------|---------|------------|
| 2020 | Ft     | 270000  | 90000  | 360000  | 4500       |
| 2021 | Ft     | 270000  | 135000 | 405000  | 9000       |
| 2022 | Ft     | 810000  | 720000 | 1530000 | 22500      |
| 2023 | Ft     | 720000  | 180000 | 900000  | 13500      |
| 2024 | Ft     | 90000   | 45000  | 90000   | 10800      |
| 2025 | Ft     | 315,000 | 90000  | 405000  | 5000       |
| 2026 | Ft     | 297000  | 100000 | 397000  | 5000       |
| 2027 | Ft     | 297000  | 135000 | 432000  | 10000      |
| 2028 | Ft     | 900000  | 720000 | 1620000 | 25000      |

**2. Equipment Items to Be Furnished and Specifications**

a. The equipment and accessories required above should conform to the requirements within this RFP and shall be provided complete including freight, FOB Destination, to the plant site. Equipment proposed shall be the latest current models in production as of the date of the solicitation and be of proven performance and under standard design, complete as regularly advertised and marketed and shall be delivered complete with all necessary parts, specified accessories, tools, and special features, whether or not they may be specifically mentioned below.

| No. | Qty. | Description   |
|-----|------|---|
| 1   | 1    | 6 color roll to roll thermal transfer printer or inkjet printer |
| 2   | 2    | Computer Workstations with software                             |
| 3   | 2    | Thermal Label Printer for package identification and shipping   |
| 4   | 1    | Report Printer  |
| 5   | 1    | Bar Code Reading Cameras  |

- b. Two sets of operation and parts manuals for each piece of installed equipment shall either be collated into binders and provided to the industry supervisor or provide copies of printable electronic manuals
- c. Warranty from the Contractor for all equipment, materials, and workmanship shall be a minimum of one (1) year with warranty period starting at the completion and approvals of the equipment installation.
- d. Replacement parts shall be readily available for a minimum of twelve (12) years after the warranty expiration.
- e. A Quick Start Guide shall be provided.

**G. PROJECT REQUIREMENTS OPTION 1 LICENSE PLATE PRINTING LINE**

Contractor shall be responsible for the procurement and delivery of all equipment and appropriate accessory items necessary for a complete printing line, functional for its intended use and approved by CSI. This design and installation service by the Contractor shall be in cooperation with Cornhusker State Industries (CSI).

Final Payment shall be made after CSI provides final written approval of system functionality and completion of deliverables.

- 1. This project covers the electronic information bidirectional exchange via SFTP exchange between the State DMV VicToRy System, Printers and the JD Edwards E1 V9.2 system including all equipment, software programs and interfaces required to transfer information, design the layout and print the State of Nebraska License plates on an approved retro reflective graphic substrate (sheeting) with a roll to roll Thermal Transfer or Inkjet Printer. This shall include the ability to import Bit map files for the graphics, batching and sequencing of the production runs, work order

generation, completion and invoicing scripts within JD Edwards E1. This design/printing process shall be capable of using a nationally recognized spot color match system similar to PANTONE® or Roland Versa works. The design software shall have the ability to provide color separations into a minimum of Cyan, Magenta, Yellow and Black.

- a. Digital roll to roll printer(s) as needed to be capable of printing four thousand (4000) twelve (12) inch wide six (6) inch high plates per hour at 800x400 dpi or greater resolution with six (6) ribbon or cartridge colors on the selected retroreflective sheeting shall be included as part of this bid. Additionally, two (2) workstations with the software to design and control the printers shall be included. Hardware shall also include a thermal label printer for PSA intermediate shipping labels, a color desktop printer for reports and design validation, and appropriate high-speed cameras to read bar codes.
- b. All software shall contain provisions for secure log in using the State of Nebraska Active Directory with multiple security roles to be defined during development and will use industry standard up to date security tools and techniques. The software shall also create a unique identifier that will be printed as a (datamatrix) bar code on each license plate. This bar code will be used as an index to allow CSI or the DMV to look up all information affiliated with the production of the subject plate. The printer system shall be able to support 2-D, 3x9, and PDF 417 barcodes that comply with American Association of Motor Vehicle Administrators barcode specifications. The software shall have the ability to generate and sequence plate printing batches by size, plate design and numbers. These batches shall be converted to E1 work orders via the software interface as provided in the Contract. It shall provide real time reporting/feedback for order processing and tracking via high speed cameras capable of reading the bar codes after they are blanked at the punch press on the blanking line. The E1 work order management for labor collection, materials used, and work order completion shall be automatically processed based upon scripts and the bar code reads. Interfaces to electronic databases shall be included to allow the generation of automatic reporting of plate production status, create work orders, consume raw material inventories, close work orders, and generate invoices on the E1 system. As required, it will allow for the consolidation or splitting of orders from the State DMV VicToRy system while maintaining the required tractability to the original order. It shall be able to update the VicToRy system, automatically.
- c. The sheeting will be digitally printed, have an appropriate clear overlay or protective covering applied and then re-rolled so it may be transferred to the license plate blanking line. This printing will generate an update flag for automatic notification that the plate file has been printed. Once at the license plate blanking line it will be laminated on to aluminum substrate and then stamped out to the appropriate final license plate size. After the license plate is blanked out it will be mated to its pair as applicable and then scanned with an in-line semi-automated, bar code reader. This scan will create an update flag and modify the production status automatically.
- d. The system shall allow the acceptance or rejection of a finished plate by scanning the index bar code and selecting multiple options like accept all, reject all, single accept or reject and or range accept / reject. If the plate is rejected it shall initiate a reprint sequence and queue the files for the next batch of printing.
- e. Once all plates in a batch are scanned and accepted the system will generate an intermediate packaging label. This intermediate label will contain 3x9 bar codes for scanning by existing Honeywell Dolphin CT60 or CN80 handheld scanners and script execution possibly utilizing current JD Edwards E-1 v.9.2 scripts or the Contractor supplying new scripts. This intermediate packing label when scanned will allow the creation of a transfer order (S1) within JD Edwards E-1 v.9.2 and ship confirm of the material within E1.
- f. Then upon arrival in the warehouse or distribution center a scan will create a receipt (O1) of the material and stocking within E1. Scripts shall also be written to allow the batch label, containing a barcode reflecting order id, to confirm shipping to the DMV or County office and confirmation of receipt via the DMV VicToRy system at the DMV or County Office. Once receipt is confirmed in VicToRy the confirmation shall be transmitted to CSI via the bidirectional SFTP exchange.

- g.** The system shall maintain digital records for at least twelve (12) years and provide for a complete audit trail for all transactions.
- h.** Reporting shall be developed for key process indicators including production, management summary, and volumes. The software shall have ability to manually enter reprint requests. The software shall contain a sequel database with Crystal Reporting queries. As a base package it will have canned reports that show the detail of plates status by: DMV order number, JD Edwards sales order number, job ticket number, date of order, date of printing, box ID number, unique plate number, date of transfer to warehouse, JD Edwards transfer order number (S1), date of receipt in warehouse (O1), Date of shipment. Production summary reports shall include, plates ordered by date range, ordered but not produced (backlog), plates printed by date range Printed but not transferred, transferred but not received, plates shipped by date range, (to customer). Additional custom reports may be generated using crystal reports as needed via CSI staff of the contractor on an hourly charge basis as defined in the cost proposal.,
- i.** The Contractor may, with agreement of the State, incorporate technological improvements that better optimize the license plate printing process and or license plate performance.

**2. Sheeting Requirements**

- a.** The sheeting shall be retroreflective that may be digitally printed with Thermal Transfer Ribbons or Inkjet and then laminated to .022" aluminum substrate.
- b.** The sheeting shall be available both with preprinted graphics that match the design approved by the Nebraska DMV for the appropriate plate run and White with no graphics.
- c.** The sheeting shall contain identifying marks buried below the surface for purposes of on-vehicle traceability, warranty enforcement and anti-counterfeiting. The material shall also bear marks that designate the manufacture's production run, specific lot and date of manufacture. These marks shall not interfere with the graphics design capabilities, sheeting brightness or durability and shall be mutually agreed upon with CSI.
- d.** The sheeting shall conform to the colors and design as required by the Nebraska DMV for the duration of the contract. The design may change after the initial award period expires as approved by the State and the Sheeting manufacture.
- e.** The State reserves the right to periodically evaluate the performance of the material at the laboratory selected by the State and at the cost of the State. Samples for periodic testing shall be pulled from the materials supplied for production processes or from sample plates recalled from the field.

**3. Adhesive and Protective Liner**

- a.** The pre-coated pressure sensitive adhesive shall form a durable bond to .022" thick H18-3105 aluminum when applied at temperatures between 70 degrees F and 90 degrees F with non-condensing humidity.
- b.** The protective liner shall be easily removable by peeling without soaking in water or other solvents.

**4. Diffuse Daytime Color**

Through instrumental color testing the diffuse daytime color of the reflective sheeting shall conform to color requirements as determined spectrophotometrically in accordance with ASTM-E-1164 and E-1349, utilizing either 45/0 of 0/45 degree illumination/viewing conditions as described in ASTM E-1164 and E-1349 for retroreflective Materials. Chromaticity and Luminance Factor based on CIE tristimulus values for the 2-degree observer and illuminant D65 shall be calculated in accordance with ASTM E-308.

**5. Color Specification – Chromaticity Coordinates**

| Pairs | White Corner Points |      | Luminance Factor |
|-------|---------------------|------|------------------|
|       | X                   | Y    | Y%               |
| 1     | .303                | .287 | 42 min           |
| 2     | .368                | .353 |                  |
| 3     | .340                | .380 |                  |
| 4     | .274                | .316 |                  |

**6. Retro Reflective Characteristics**

The coefficient of retroreflection for the sheeting shall be measured on flat, clean, finished license plate test panels. Panels shall have the minimum values at 0.2-degree observation angle, expressed as candelas per lux per square meter of material. Measurements shall be conducted in accordance with ASTM E-810, Standard Test Method for Coefficient of retroreflective Sheeting. Measurements on reflective sheeting with a preprinted graphic design shall be taken in an unprinted area.

| Color | Entrance Angle |     |
|-------|----------------|-----|
|       | -4°            | 40° |
| White | 50             | 16  |

**7. Resistance to Accelerated Weathering**

The sheeting shall be weather resistant and show no appreciable discolorations, crazing, cracking, blistering, lifting or dimensional change and the surface shall continue to be essentially smooth to provide direct application of validation stickers, after the following weathering tests:

- a. Laboratory Testing – 2000 hours in Xenon arc weatherometer using ASTM G 155 – Type BH Cycle I, Samples shall maintain 70% of retroreflective table values shown above.
- b. Outdoor accelerated testing – Samples shall be placed in a twenty-four (24) month unprotected outdoor exposure, facing the equator and positioned vertically. Retro reflective measurements taken after cleaning shall result in seventy (70) % or more of the table values listed above.

**8. Daytime Night/Time Color**

To assist in positive daytime Nighttime identification of license plate, the color of the reflective background of the sheeting including any preprinted design or digitally imprinted design shall be similar in daylight and by illumination at night.

**9. Protective Clear Over Laminate (Overlay)**

The Contractor shall provide a protective clear film that is applied in line during the printing process. The protective overlay shall become an integral part of the license plate and thus all performance and warranty requirements will apply to the sheeting and overlay as one entity. This overlay shall be included in the samples that are performance tested.

**10. Flexibility – Embossing**

The sheeting and overlay when applied to the aluminum shall mold to the embossed rim created when passing through the blanking die. The finished license plate shall show no signs of delaminating, wrinkling, cracking, and squirming.

**11. Thermal Transfer or Inkjet Printing**

- a. The reflective sheeting shall be printable with six (6) thermal transfer ribbons or Inkjet cartridges.
- b. The Contractor shall provide a complete line of thermal transfer ribbons or Inkjet cartridges (in process and spot colors) that are compatible with the reflective sheeting. Custom color ribbons shall be made available as necessary over the contract to comply with design changes requested by the Nebraska DMV.
- c. Up to six colors in one pass. The printer shall have a park function so Non-used print heads may be lifted to increase head life.
  - i. Printing resolution - 1600X400, 1200X400, 800x400, 400x400 and 200x400 dpi options.
  - ii. Sheeting handling - Roll to Roll in 3" cores.
  - iii. Sheeting width - 7" and 12" wide the slitting tolerance of +0.032"-0.064"

- iv. Min effective print width - 12"
- v. Sheeting roll size - O.D. up to 19.6"
- vi. Ribbon Length - Min 1600 feet
- vii. Electrical Input - 230V 60H single Phase.
- viii. Pneumatic supply – Dry air 90 PSI <2 CFM

**H. DELIVERABLES OPTION 1 - LICENSE PLATE PRINTING LINE**

Final Project Plan will be due sixty (60) calendar days after award of contract. Final Project Plan must be signed off by both parties.

**1. Milestone One:**

Sixty (60) calendar days after award of contract, Contractor shall provide the Final Project Plan to CSI for final approval including but not limited to:

- a. Detailed Project Work Plan
  - i. Final Layout Blueprints
  - ii. Equipment
    - a) Final Detailed List (Manufacture Make and Model)
    - b) Equipment Installation Plan
      - 1). Infrastructure Requirements
    - c) Construction Schedules and Milestone(s)
    - d) Firmware Management Plan
    - e) Utility Requirements
- b. Implementation Plan
  - i. Implementation Timeline and Milestones
  - ii. Operational Testing Plan
  - iii. Operational Training Plan
- c. Change Control Plan
- d. Project Status Reporting Plan
- e. Business Continuity Plan / Disaster Recovery Plan, etc.
- f. Training
  - i. Training Plan
  - ii. On-site Train-the Trainer Session(s)
  - iii. Training and Troubleshooting Materials
  - iv. Administrative and User manuals
  - v. Online training materials (webinars, etc.)
- g. Post Implementation Support Plan
  - i. System Maintenance / Warranty Support
  - ii. User Documentation and Help Files
  - iii. Hardware and Software Product Documentation
  - iv. System Go-Live
  - v. System Error/Bug Documentation

**2. Milestone 2. Delivery of all equipment to the Site.**

**3. Milestone 3. Full Implementation, Testing and Training Completed with final inspection and written approval.**



**I. PROJECT ENVIRONMENT: OPTION 2 FULFILLMENT SYSTEM**

This project will include work at a fulfillment center, 103 county/DMV registration centers, OCIO server location and Cornhusker State Industries (CSI) as necessary. The Contractor should expect minimal supervised contact with incarcerated individuals. On premise software solution is required.

1. License plate fulfillment environment.
  - a. This project will allow conversion to a Print On Demand (POD) system, for specialty license plates, validation stickers and registration documents with documentation printed at 103 county/DMV registration centers and a new fulfillment center. The bidders solution will allow the distribution/stocking of standardized license plates at the listed locations and POD registration documentation. This POD Documentation system will produce registration documents to match the stocked plates. The end result of the Select DMV locations will be a consumer walking out of the office, with the appropriate stocked plate(s) and all necessary registration documentation. The production and distribution of specialty plates will require the bidder to provide a process/solution that will coordinate the physical and appropriate electronic data transfers between the fulfillment center and the graphics printing/license plate manufacturing area. This two-way transfer and process control shall provide a method to seamlessly integrate the fulfillment process with the printing and production of the specialized plates. The end result of this process shall be one consumer package prepared and shipped.
  - b. Standard Utilities and working conditions in the CSI License Plate Shop at the Nebraska State Penitentiary include:
    - i. Electrical Power is available in single phase 120V.
    - ii. The work area is heated and air conditioned.
    - iii. This is to be installed in a normal office environment.
  - c. All work is to be completed under the institution security policies in effect at that time. See Section III.FF Site Rules and Regulations. This may include:
    - i. All Contractor personnel subject to background checks, Security office approvals, tool checks and pat searched prior to entry into a secure facility.
    - ii. All tools shall be inventoried and secured in locked storage container each day
  - d. Any device that has the ability to communicate to people or entities outside the institution shall be treated like a cellular device and subject to those same approvals and policies.

**J. SCOPE OF WORK OPTION 2 FULFILLMENT SYSTEM**

1. Project Parameters:
  - a. See Appendix 1 Sites for License plate registration printing:
  - b. Sites/ Facilities for Server and IT infrastructure: 501 S. 14<sup>th</sup> St. Lincoln, NE 68508
  - c. Anticipated annual registration documents:

| Year | Quantity of Registration Documents |
|------|------------------------------------|
| 2021 | 2,380,000                          |
| 2022 | 2,390,000                          |
| 2023 | 2,400,000                          |
| 2024 | 2,410,000                          |
| 2025 | 2,420,000                          |
| 2026 | 2,430,000                          |
| 2027 | 2,440,000                          |
| 2028 | 2,450,000                          |

2. **Equipment Items to Be Furnished and Specifications**
  - a. The equipment and accessories required above should conform to the requirements within this RFP and shall be provided complete including freight, FOB Destination, to 800

Pioneers Blvd, Lincoln NE 68502. Equipment proposed shall be the latest current models in production as of the date of the solicitation and be of proven performance and under standard design, complete as regularly advertised and marketed and shall be delivered complete with all necessary parts, specified accessories, tools, and special features, whether or not they may be specifically mentioned below.

- b. The hardware shall be owned by the State and serviced by the Contractor.

| No. | Qty.              | Description                         |
|-----|-------------------|-------------------------------------|
| 1   | Approximately 400 | thermal transfer printer            |
| 2   | 2                 | Computer Workstations with software |
| 3   | 2                 | Thermal Label Printer               |
| 4   | 1                 | Report Printer                      |
| 5   | 1                 | Bar Code Reading Cameras            |

- c. Two (2) sets of operation and parts manuals for each piece of installed equipment shall either be collated into binders and provided to the industry supervisor or provide copies of printable electronic manuals

**K. TECHNICAL REQUIREMENTS OPTION 2 FULFILLMENT SYSTEM**

1. All software shall contain provisions for secure log in using the State of Nebraska Active Directory with multiple security roles to be defined during development and will use industry standard up to date security tools and techniques. The software shall also create a unique identifier that will be printed as a (datamatrix) bar code on each registration document. This bar code will be used as an index to allow CSI or the DMV to look up all information affiliated with the production of the subject registration. The printer system shall be able to support 2-D 3x9 and PDF 417 barcodes that comply with American Association of Motor Vehicle Administrators barcode specifications. The system shall maintain digital records for at least 12 years and provide for a complete audit trail for all transactions.
2. Reporting shall be developed for key process indicators including production, management summary, and volumes. The software shall have ability to manually enter reprint requests.
3. The Contractor is required to provide a completely operational POD system for printing vehicle registration validation stickers and associated paper receipts at the fulfillment center and 103 county/DMV registration centers with pre-printed license plates. Each location shall have a minimum of two printers capable of printing the validation documents. The system shall also allow for an on-demand printing interface for specialty license plate, registration documents, validation stickers and then kitting of the validation documents and POD plates at the fulfillment center for delivery to the consumer. The system shall interface with the appropriate license plate printer, registration/sticker printer and label printer to create and execute the orders for a matched set of documents, plates and shipping labels. This in turn will be packaged for bulk or individual shipment to the end user. The system shall also provide for a semi-automated verification and validation step immediately prior to packaging to ensure the registration document matches the license plate(s) needed for that vehicle and the applicant's information for delivery. This system shall display prominent indicators of acceptance or rejection.
4. The registration validation document will be a form consisting of a paper portion where the receipt information will be printed and a retroreflective validation sticker for year and month license plate validation and weight limit stickers as needed. The Blank retroreflective sticker is meant to be removed and applied to the license plates in years that the plates are not issued as a visual indication that they are current. Thus, the sticker will need to be attached to a backing paper that allows it to be lifted off in one piece.
5. The proposals shall include a price to install identical POD validation sticker systems in all approved DMV locations. POD stations will be located in 103 county/DMV registration centers counties (see Appendix 1 - Sites for License Plate registration printing. The POD at the fulfillment center will have the additional capability of kit validation, shipping label printing and mass mailing capabilities.

6. When printing on demand vehicle registrations, the number of forms used shall be related to the number of stickers required. The system will compute and print the required number of validation stickers based on the registration data.
  - a. Motorcycle registrations shall include one validation sticker.
  - b. Passenger plates shall include one or two validation stickers.
  - c. Commercial and farm plates shall include one, two, or four validation stickers.
  - d. Trailers shall include one validation sticker.
7. Individual forms with different color stickers shall be developed in association with the needs of the Nebraska DMV. These colors will rotate through six (6) different colors on a yearly basis for a cycle that repeats every six (6) years.
8. The system shall provide feedback to the operator when printing the forms as to which form/sticker color is to be used based upon the registration data.
9. The Contractor shall be responsible for integrating the system into the current State of Nebraska computer systems. Therefore, the software must be compatible with Microsoft Sequel Server 2019 and Microsoft Windows 10 or current versions as released by Microsoft.
10. The system shall be required to generate date specific query/reports for at a minimum, but not limited to:
  - a. Number of printed forms by location, and printer;
  - b. Number of scrap or defective forms by location and printer; and,
  - c. Number of blank forms on hand by Color to insure proper statewide distribution of the validation forms.

The text on the printed registration document shall remain legible for a minimum of six (6) years within the environmental confines of an enclosed vehicle. Thermal transfer or Ink Jet printing technology is acceptable provided it meets the durability requirements.

**L. VALIDATION STICKER REQUIREMENTS OPTION 2 FULFILLMENT SYSTEM**

1. The sticker when removed from the backing material, must not crack or easily be damaged.
  - a. The sticker must not become brittle, flaky, discolored, or acquire a powdery surface for a minimum period of six (6) years.
  - b. The sticker must also allow for stacking (applying) six (6) years of validation stickers without losing durability performance.
  - c. The stickers, under normal service use must adhere to the surface of the license plate and when stacked six (6) high, must adhere to the previous sticker to which it is applied for a minimum of six (6) years and must not be capable of being removed from the license plate intact.
  - d. The stickers applied in accordance with instructions must not blister, lift, or delaminate when subjected to gasoline, kerosene, diesel oils, steam, and cleaning detergents normally encountered in cleaning and washing service, nor will stickers fade, disintegrate, or come off from extended exposure to the weather within a period of five (5) years.
2. Validation Sticker Durability
  - a. During the six (6) year possible service life of the validation sticker, the laminate or coating must meet the following requirements:
  - b. The validation sticker durability requirements pertain to the use of the sticker with any manufacturers or brand of license plate sheeting that meet the State of Nebraska requirements.
  - c. The color digitized image must remain stable and survive intact under conditions of strenuous wear and tear;
    - i. The digitized image must not significantly deteriorate or discolor;
    - ii. The printed matter must not deteriorate or become illegible; and
    - iii. The sticker must not break or crack.
3. Print Durability
 

The sticker information identified above, when exposed to the solvents listed below, must remain legible for a minimum of two (2) years of service life.

- 4.** Validation Sticker Certification:
- a.** The proposals shall include testing data from an independent certified lab demonstrating the print and materials durability shall meet the requirements identified in this RFP.
  - b.** The Contractor must warrant that the retro-reflective material for the stickers and adhesion of the stickers has the durability to last six (6) years with the printed sticker information having a two (2) year service life with solvent exposure. The warranty must be the sole responsibility of the Contractor and may be met and provided through a subcontractor.
  - c.** Cornhusker State Industries realizes there are some solvents available in the marketplace that remove the printing and affect the adhesion of the validation stickers. However, the Contractor must warrant that adhesion will remain durable and last six (6) years, with sticker information (printing) having a two (2) year service life with exposure to the following solvents:
    - i.** Type Wash R41 cleaning solvent
    - ii.** Thinner 185
    - iii.** Windex <sup>TM</sup>
    - iv.** Ethanol
    - v.** Brake Fluid
    - vi.** Gasoline
    - vii.** Fuel Oil
    - viii.** Diesel Fuel
  - d.** If any validation stickers sold to CSI under this contract fail to perform according to the specifications of this RFP (they are defective), the Contractor must compensate Cornhusker State Industries for its actual losses as outlined below.
    - i.** Any reimbursement to CSI is based on the cost of the sticker plus the administrative costs (i.e. postage for replacement, distribution labor, handling, etc.) associated with performance failure. The quantity of defective stickers will be determined by the CSI, and the Nebraska DMV will attempt to identify defective stickers by their production lot.
    - ii.** A validation sticker may be determined to be defective if such sticker:
      - a)** Becomes brittle, flaky, discolored, or fails to adhere to substrate and the other layers of sticker;
      - b)** Will or does blister, lift, delaminate, fade, disintegrate or come off of the adhered-to surface due from extended exposure within a period of six (6) years, when subjected to gasoline, kerosene, diesel fuel, steam, and cleaning detergents normally encountered in cleaning and washing service; or
      - c)** Fades or smears from normal cleaning and the printed information can be removed.
- 5.** Defective Sticker Verification Procedures
- a.** The following organizations listed will notify CSI of possible problems with the validation stickers:
    - i.** Law Enforcement Agencies;
    - ii.** County Registration Offices;
    - iii.** Nebraska Department of Motor Vehicles
    - iv.** Other State, county or local government entities that interface with the motoring public in Nebraska.
  - b.** These organizations will most likely have an awareness of the magnitude of any sticker problems versus the occurrence of an occasional bad sticker or vandalism. When it is brought to the attention of CSI that the printing on the validation sticker is fading, or is on some way unreadable, in a period of less than seventy-two (72) months after issuance the stickers CSI will begin an investigation of the issue. In addition, CSI will notify the Contractor to correct any problems with the remaining sticker material and issued stickers.
  - c.** CSI shall determine whether or not to invoke the warranty requirements identified in this document. CSI will attempt to identify sticker materials from the same lot and subject a sampling of those stickers to solvent testing as described below. If the stickers fail the test validation procedures using Mil Standard 105E 1% AQL sampling plan criteria, CSI may require and Contractor must pay the compensation stipulation of this document V.H.4.d.. Notwithstanding the preceding sentence, the State retains the right to pursue all available remedies.

6. Validation Sticker Testing Procedure:
- a. **Toner Adhesion Solvent Testing.** The purpose of this test is to determine that an imprint remains legible and does not smear when:
    - i. A strip of Scotch™ brand cellophane tape Number 600 ¾ inch wide, applied to a properly cured area, is removed in one quick motion;
    - ii. The printed area is rubbed with bare finger pressure;
    - iii. The printed area is rubbed with a normal pencil/typewriter eraser;
    - iv. The following Solvents are applied to the surface and the surface scrubbed (Refer to section V.H.6.b. "Scrub Procedure.):
      - a) Type Wash R41 cleaning solvent
      - b) Thinner 185
      - c) Water
      - d) Windex™
      - e) Ethanol
      - f) Brake Fluid
      - g) Gasoline
      - h) Fuel Oil
      - i) Diesel Fuel
  - b. **Scrub Procedure.**
    - i. A wet "Q-tip" or similar type cotton swab (mounted on the end of a stick) has the specific solvent or cleaner applied.
    - ii. The tester holds the swab at a 45-degree angle to the test sticker and with approximately 40 grams of pressure and wipes the wet swab back and forth across the printed sticker for 25 cycles. One cycle is one stroke across the sample and back. The tester conducts the same test on a second sample for 25 cycles.
  - c. **Results.**
    - i. The sticker sample passes the test if the solvent or cleaner does not solvate the print sufficiently to wear through to the substrate and does not smear or make the print unreadable due to any partially dissolved materials.
    - ii. If the sticker sample passes the test, the State will not revert to the compensation stipulation in the warranty terms and conditions but will work with the Contractor to ascertain the problem.
    - iii. Upon request by CSI, the Contractor shall provide materials to the CSI for mutually agreed upon independent testing facility. The Contractor shall pay for the cost of testing if the tested material does not meet the print and durability requirements as identified in this document.
    - iv. The CSI reserves the right to conduct durability testing for the other (non-toner adhesion) durability characteristics as deemed necessary.

7. Validation Sticker Color and Printed Information:  
 The POD system shall be able to support the concurrent production of validation stickers in as many as six (6) primary colors (one color for each expiration year) with black printing. One of the six (6) colors will be used for the calendar year registration as directed by Nebraska DMV. The variable information printed on the sticker is:

- a. The registration expiration year code, code numbers one thru twelve (1-12) designating the registration expiration month with a unique designator for power unit vehicles;
- b. The license plate number of the registrant's vehicle will serve as the serial number for regular issue stickers;
- c. Weight Stickers shall also be printed as required during the registration process. These weight stickers may vary from one (1) Ton to ninety-nine (99) Tons as needed by the registrant. One (1), two (2), or four (4) stickers will need to be printed for each vehicle registered.
- d. The retroreflective sticker shall be one (1) inch by one and one half (1 ½) inches. The current registration document is eleven (11) inches by four and one half (4 ½) inches.

No information will be pre-printed on the face of the validation expiration sticker so all relevant information will need to be part of the print file. The expiration month and year code digits in the center of the stickers must not be less than one-half (1/2) inches in height and three-thirty seconds

(3/32) of an inch stroke/width spacing to facilitate visual inspection of registration expiration by law enforcement personnel.

8. Registration Validation document and receipt
  - a. The Validation Document shall be large enough to legibly print all required information on one document.
  - b. The document base paper stock shall be Pink Pantone color PMS189 and 20# bond
  - c. The registration receipt layout shall make room for a unique identifier data matrix bar code. This code shall be the same on the license plate(s), registrations receipt and mailing label and used to validate the paperwork and plates are a match and update order status flags.
  - d. The validation document shall remain legible for six (6) years when stored inside a closed vehicle.

**M. PROJECT REQUIREMENTS OPTION 2 FULFILLMENT SYSTEM**

1. This project covers the electronic information bidirectional exchange via SFTP exchange between the State of Nebraska DMV VicToRy System, Printers and the JD Edwards E1 V9.2 system including all equipment, software programs and interfaces required to transfer information, design the layout and print the State of Nebraska License plates registrations documents on an approved form with retro reflective validation stickers using Thermal Transfer Printer. This shall include the ability to import Bit map files for the graphics, batching and sequencing of the production runs, work order generation, completion and invoicing scripts within JD Edwards E1.
2. Each county/DMV location shall have a minimum of two (2) registration document printers with the software to control the printers. The printers shall be capable of printing black lettering on the selected retroreflective sheeting. The fulfillment center will have two (2) workstations, two (2) registration document printers, two (2) back up printers, with the software to control the printers, interfaces to the license plate printers for specialized plate production, E1 and VicToRy System interfaces as needed. Fulfillment center hardware shall also include a thermal label printer for Pressure Sensitive Adhesive (PSA) intermediate shipping labels, a color desktop printer for reports and design validation, and appropriate high-speed cameras to read bar codes for process validation.

**N. DELIVERABLES OPTION 2 FULFILLMENT SYSTEM**

Final Project Plan will be due sixty (60) calendar days after award of contract. Final Project Plan must be signed off by both parties.

1. **Milestone One:**

Sixty (60) calendar days after award of contract, Contractor shall provide the Final Project Plan to CSI for final approval including but not limited to:

  - a. Detailed Project Work Plan
    - i. Final Layout Blueprints
    - ii. Equipment
  - b. Final Detailed List (Manufacture Make and Model)
    - i. Equipment Installation Plan
      - a) Infrastructure Requirements
    - ii.
    - iii. Construction Schedules and Milestone(s)
    - iv. Firmware Management Plan
    - v. Utility Requirements
  - c. Implementation Plan
    - i. Implementation Timeline and Milestones
    - ii. Operational Testing Plan
    - iii. Operational Training Plan
  - d. Change Control Plan
  - e. Project Status Reporting Plan
  - f. Business Continuity Plan / Disaster Recovery Plan, etc.
  - g. Training
    - i. Training Plan
    - ii. On-site Train-the Trainer Session(s)
    - iii. Training and Troubleshooting Materials
    - iv. Administrative and User manuals

- v. Online training materials (webinars, etc.)
- h. Post Implementation Support Plan
  - i. System Maintenance / Warranty Support
  - ii. User Documentation and Help Files
  - iii. Hardware and Software Product Documentation
  - iv. System Go-Live
  - v. System Error/Bug Documentation

**2. Milestone 2. Delivery of all equipment to the Site.**

**3. Milestone 3. Full Implementation, Testing and Training Completed with final inspection and written approval.**

## **VI. PROPOSAL INSTRUCTIONS**

This section documents the requirements that should 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. CORPORATE OVERVIEW**

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

**a. BIDDER IDENTIFICATION AND INFORMATION**

The bidder should 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 should provide financial statements applicable to the firm. If publicly held, the bidder should 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, should 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 should 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.

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

**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 should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded bidder(s) will require notification to the State.

**d. OFFICE LOCATION**

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

**e. RELATIONSHIPS WITH THE STATE**

The bidder should 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 should 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 twelve (12) 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 should provide a summary matrix listing the bidder's previous projects similar to this solicitation 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 should address the following:

- i.** Provide narrative descriptions to highlight the similarities between the bidder's experience and this solicitation. These descriptions should include:
  - a)** The time period of the project;
  - b)** The scheduled and actual completion dates;
  - c)** The bidder'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 should identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii.** Contractor and subcontractor(s) experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects.
- iii.** If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the contractors above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

- i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**  
The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this solicitation. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should 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 solicitation in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should 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 contractor intends to subcontract any part of its performance hereunder, the contractor should 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.

**2. TECHNICAL APPROACH**

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

- a.** Attachment A – (Option 1, 2, and/or 3) Completed Bidder Requirements.

**Form A**  
**Bidder Proposal Point of Contact**  
**Request for Proposal Number 6494 Z1**

Form A should be completed and submitted with each response to this solicitation. 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.

| 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 should 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:                                      |  |

**Form B**  
**Notification of Intent to Attend Pre-Proposal Conference**  
**Request for Proposal Number 6494 Z1**

|                      |  |
|----------------------|--|
| Bidder Name:         |  |
| Bidder Address:      |  |
| Contact Person:      |  |
| E-mail Address:      |  |
| Telephone Number:    |  |
| Fax Number:          |  |
| Number of Attendees: |  |

The "Notification of Intent to Attend Pre-Proposal Conference" form should be submitted to the State Purchasing Bureau via [upload](#) to this ShareFile link (insert link) by the date shown in the Schedule of Events.

## REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

### CONTRACTOR MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free workplace.

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 Solicitation.

\_\_\_\_\_ 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.

\_\_\_\_\_ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

### FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

|                               |  |
|-------------------------------|--|
| FIRM:                         |  |
| COMPLETE ADDRESS:             |  |
| TELEPHONE NUMBER:             |  |
| FAX NUMBER:                   |  |
| DATE:                         |  |
| SIGNATURE:                    |  |
| TYPED NAME & TITLE OF SIGNER: |  |