

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

REQUEST FOR PROPOSAL (RFP) NUMBER	RELEASE DATE
RFP 6721 Z1	September 14, 2022
OPENING DATE AND TIME	PROCUREMENT CONTACT
December 9, 2022, 2:00 P.M. Central Time	Dianna Gilliland/Joy Fischer

**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 6721 Z1 for the purpose of selecting a qualified Contractor to provide a Modernized Motor Carrier Services Information 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 seven years commencing upon execution of the contract by the State and the Contractor (Parties).. The Contract includes the option to renew for two additional four-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:
<https://das.nebraska.gov/materiel/bidopps.html>.

A Mandatory Virtual Pre-Proposal Conference will be held on September 29, 2022, 1 pm – 2 PM CST. Refer to Schedule of Events.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the Request for Proposal, and the successful contractor's proposal or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this Request for Proposal will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal or response. Contractor must request that proprietary information be excluded from the posting. The contractor must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION". The contractor 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 SUPPLIER 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 discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Contractor will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the contractor 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 Request for Proposal 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 Request for Proposal, specifically waives any copyright or other protection the contract, proposal, or response to the Request for Proposal 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 Request for Proposal, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the Request for Proposal being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the Request for Proposal 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 Request for Proposal, awards, and other documents.

TABLE OF CONTENTS

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES	i
TABLE OF CONTENTS.....	ii
GLOSSARY OF TERMS.....	v
ACRONYM LIST	xi
I. PROCUREMENT PROCEDURE	1
A. GENERAL INFORMATION.....	1
B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS.....	1
C. SCHEDULE OF EVENTS	1
D. WRITTEN QUESTIONS AND ANSWERS.....	4
E. MANDATORY VIRTUAL PRE-PROPOSAL CONFERENCE.....	4
F. NOTICE OF INTENT TO ATTEND MANDATORY PRE-PROPOSAL CONFERENCE	4
G. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)	4
H. ETHICS IN PUBLIC CONTRACTING	4
I. DEVIATIONS FROM THE REQUEST FOR PROPOSAL	5
J. SUBMISSION OF PROPOSALS	5
K. PROPOSAL PREPARATION COSTS	6
L. DISCOUNTS.....	6
M. PRICES	6
N. COST CLARIFICATION.....	6
O. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL.....	6
P. PROPOSAL CORRECTIONS.....	7
Q. LATE PROPOSALS.....	7
R. PROPOSAL OPENING.....	7
S. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS	7
T. EVALUATION COMMITTEE.....	7
U. EVALUATION OF PROPOSALS	7
V. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS	9
W. BEST AND FINAL OFFER.....	9
X. REFERENCE AND CREDIT CHECKS	9
Y. AWARD	9
Z. ALTERNATE/EQUIVALENT PROPOSALS	10
AA. LUMP SUM OR "ALL OR NONE" PROPOSALS	10
BB. EMAIL SUBMISSIONS	10
CC. REJECTION OF PROPOSALS	10
DD. RESIDENT BIDDER	10
II. TERMS AND CONDITIONS	11
A. GENERAL.....	11
B. NOTIFICATION	12
C. NOTICE (POC)	12
D. GOVERNING LAW (Statutory)	12
E. BEGINNING OF WORK.....	12
F. AMENDMENT.....	12
G. CHANGE ORDERS OR SUBSTITUTIONS	13
H. VENDOR PERFORMANCE REPORT(S)	13
I. BREACH.....	13
J. NON-WAIVER OF BREACH.....	14

K.	SEVERABILITY	14
L.	INDEMNIFICATION	14
M.	ATTORNEY'S FEES	15
N.	ASSIGNMENT, SALE, OR MERGER	16
O.	CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE	16
P.	FORCE MAJEURE	16
Q.	CONFIDENTIALITY	17
R.	EARLY TERMINATION	17
S.	CONTRACT CLOSEOUT	18
III.	CONTRACTOR DUTIES	19
A.	INDEPENDENT CONTRACTOR / OBLIGATIONS	19
B.	EMPLOYEE WORK ELIGIBILITY STATUS	20
C.	COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT/ NONDISCRIMINATION (Statutory)	20
D.	COOPERATION WITH OTHER CONTRACTORS	21
E.	PERMITS, REGULATIONS, LAWS	21
F.	OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES	21
G.	INSURANCE REQUIREMENTS	22
H.	NOTICE OF POTENTIAL CONTRACTOR BREACH	24
I.	ANTITRUST	24
J.	CONFLICT OF INTEREST	24
K.	STATE PROPERTY	25
L.	SITE RULES AND REGULATIONS	25
M.	ADVERTISING	25
N.	NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)	25
O.	DISASTER RECOVERY/BACK UP PLAN	26
P.	DRUG POLICY	26
Q.	WARRANTY	26
R.	CUSTOMER SERVICE	26
IV.	PAYMENT	28
A.	PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)	28
B.	TAXES (Statutory)	28
C.	INVOICES	28
D.	INSPECTION AND APPROVAL	28
E.	PAYMENT (Statutory)	29
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
V.	PROJECT DESCRIPTION AND SCOPE OF WORK	31
A.	PROJECT OVERVIEW	31
B.	PROJECT ENVIRONMENT	33
C.	SCOPE OF WORK	35
D.	CHANGE MANAGEMENT	64
E.	DELIVERABLES	64
F.	OPTION 1 SPECIFIC REQUIREMENTS	66
VI.	PROPOSAL INSTRUCTIONS	67
A.	PROPOSAL SUBMISSION	67
	Form A Bidder Proposal Point of Contact	70

Form B Notification of Intent to Attend Mandatory Virtual Pre-Proposal Conference 71

Form C Notification of Intent to Submit Proposal 72

Form D Project Rates 73

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM 74

GLOSSARY OF TERMS

10% Variance Rule: The gross vehicle weight (jurisdiction registration weight) cannot vary more than 10%, except when registering more than 80,000 lbs.

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.

AES: The Advanced Encryption Standard (AES) is a symmetric block cipher chosen by the U.S. government to protect classified information. AES is implemented in software and hardware throughout the world to encrypt sensitive data.

AES 256 bit Encryption: Concealing of plaintext data using the AES algorithm and an AES key length of 256 bits.

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.

Annotations: A note of explanation or comment added to a text or diagram.

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

Audit Netting: Offsetting of additional fees due and overpayments in one billing to MC Customer.

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 Request for Proposal.

Balance Dues: A billing notice that is sent to IFTA MC Customers that have an outstanding balance owed.

Best and Final Offer (BAFO): In a competitive proposal, the final offer submitted which contains the contractor'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 contractor will not withdraw the bid.

Bidder: A contractor who submits a proposal in response to a written Request for Proposal.

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.

Cab Card: Evidence of registration, other than a Plate, issued for an Apportioned Vehicle.

Carrier Number: Account number assigned by the NE DMV Motor Carrier office.

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.

Clustered Environment: A cluster is a group of multiple server instances, spanning across more than one node, all running identical configuration. All instances in a cluster work together to provide high availability, reliability, and scalability.

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

Combined Gross Weight: The unladen weight of any vehicle or combination of vehicles plus the maximum load to be carried on that vehicle or combination of vehicles at any one time. This is the weight the truck, tractor or tractor will be registered for.

Commvault: Commvault enterprise software can be used for data backup and recovery, cloud and infrastructure management, retention and compliance.

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

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

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

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

Contract 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 seeks to provide goods or services under the terms of a written Request for Proposal.

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.

Credential(s): When used in conjunction with IRP and IFTA, this is a non-specific term used to include the IRP registration/cab card, IRP plate, IFTA permit, and IFTA decals.

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.

Department of Transportation (DOT) Number: This is an identifying number assigned by the Federal Department of Transportation to a motor carrier, broker, or other entity subject to the Federal Rules and Regulations.

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or Deliverables within the scope of the written Request for Proposal or contract.

Enterprise Content Management (ECM): The document management solution supported by the State of Nebraska's Office of the Chief Information Officer.

Enterprise One: The State of Nebraska's accounting system.

Evaluation: The process of examining an offer after opening to determine the contractor'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 Request for Proposals).

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

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the contractor. Contractor 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.

Form 2290: IRS Heavy Vehicle Use Tax form filed with the Internal Revenue Service.

Form Overlays: A form overlay is the technique of adding text or images over another base image.

IFTA – Option 2: NE DMV's method of transmitting data to IFTA. Links to specific documents are located in relevant sections.

IFTA Clearinghouse: This refers to the system administered by IFTA, Inc. whereby jurisdictions send monthly IFTA tax return transmittal data and daily demographic data.

Innovative Technology Deployment (ITD): The term CVISN refers to the collection of information systems and communications networks that support commercial vehicle operations. These include information systems owned and operated by governments, motor carriers, and other stakeholders.

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the Request for Proposal, 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.

Invalid Proposal: A proposal that does not meet the requirements of the Request for Proposal or cannot be evaluated against the other proposals.

Late Filers: A MC Customer who files a tax return late.

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.

Levy: A levy is a legal seizure of your property to satisfy a tax debt.

Lien: A legal claim against assets to satisfy a debt.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

MC Customer (Carrier): An individual or entity that is conducting business with the NE DMV Motor Carrier Services Office.

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.

NE DMV IT System Administrator: System administration is the field of work in which someone manages one or more systems, be they software, hardware, servers or workstations. Its goal is ensuring the systems are running efficiently and effectively.

NE DMV User: A user of the MMCIS that is employed by the Nebraska Department of Motor Vehicles.

Netting: The process of consolidating the financial obligations between two or more parties to find out the net amount payable for the final settlement between them.

NIC Nebraska – The entity under contract to the State of NE to provide a number of services. MCS uses NIC for their on-line payment solution.

Non-Filer: An MC customer that has an outstanding tax return.

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

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

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

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

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

PDF417: A standard for barcodes required for the IRP registration/cab card to comply with the PRISM program.

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.

P & I Assessments: A billing to the carrier of penalty and interest.

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.

Power Unit: A Motor Vehicle (but not including an automobile or motorcycle), as distinguished from a Trailer, Semi-Trailer, or an Auxiliary Axle. For IRP purposes it refers to trucks, truck-tractors, tractors and buses.

Prenetting (IRP): A term used in IRP to describe the detailed and summary data sent by a jurisdiction to the IDR and used for the purpose of netting.

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

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal

property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

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

Program Set: The group of programs and products, including the Licensed Software specified in the Request for Proposal, 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.

Proof of Prorate: A document issued by the NE DMV office to show when a vehicle was properly registered.

Proposal: An offer, bid, or quote submitted by a contractor/vendor in a response to a written Request for Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and 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 Request for Proposal or resultant contract, brought by a contractor 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 Request for Proposal 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 Request for Proposal 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.

Reporting Service: A third party that has a power of attorney to act on behalf of the MC customer with the NE DMV.

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

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

Responsive Contractor: A contractor who has submitted a proposal which conforms to all requirements of the Request for Proposal document.

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

Should: Expected; suggested, but not necessarily mandatory.

Single Customer: A term used to denote the concept of one MC customer, rather than having an IRP customer and/or an IFTA customer. It includes using one identifying carrier number and demographic information.

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

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

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics,

or other items to be provided under a contract.

Staggered Registration: Apportion registrations issued with expirations throughout the year.

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

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

Supplement: This refers to a form used in IRP registration to reflect a change or amendment to the original or renewed application.

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

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

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

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.

Transmittal Data: The information being sent from NE DMV system to IRP and IFTA.

Unladen Hunters Permits: Issued to a vehicle that was IRP plated but is no longer. Permits are valid for 30 and require that the vehicle be empty when operating under the permit.

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 Request for Proposal specifications.

Vendor: Inclusive term for any Bidder or Contractor

W-9: IRS form used to confirm the applicants FEIN or SSN. Required by DMV for any person or entity requesting a refund of taxes or fees.

Will: See Mandatory/Shall/Will/Must.

Work Day: See Business Day.

ACRONYM LIST

AB – Address Book

AES – Advanced Encryption Standard

ARO – After Receipt of Order

ACH – Automated Clearing House

ANSI – American National Standards Institute

AVDC – Average per Vehicle Distance Chart

BAFO – Best and Final Offer

BIA – Best Information Available

COI – Certificate of Insurance

COTS – Commercial Off The Shelf

CPU – Central Processing Unit

CVIEW – Commercial Vehicle Information Exchange Window

CVISN – Commercial Vehicle Information Systems and Network

DAF – Delivery Acceptance Form

DAS – Department of Administrative Services

DBA – Doing Business As

DBMS – Database Management System

DNS – Domain Name System

DOR – Nebraska Department of Revenue

E1 – Enterprise One

ECM – Enterprise Content Management

ESX Hosts – Elastic Sky X Hosts

FEIN – Federal Employer Identification Number

F.O.B. – Free on Board

IDR – IRP Data Repository

IFTA – International Fuel Tax Agreement

IRP – International Registration Plan

ITD – Innovative Technology Deployment

LDAP – Lightweight Directory Access Protocol

L&I – Licensing and Insurance

MCS – Motor Carrier Services

MMCIS – Modernized Motor Carrier Information System

MSO – Manufacturer Statement of Origin

NAS – Networked Attached Storage

NCIC – National Crime Information Center

NE DMV – Nebraska Department of Motor Vehicles

NIGP – National Institute for Governmental Purchasing

NITC – Nebraska Information Technology Commission

NLETS – National Law Enforcement Telecommunications System

NSF – Non-Sufficient Funds

OCIO – Office of the Chief Information Officer

OEM – Original Equipment Manufacturer

OOS – Out Of Service

PEP – Project Escalation Procedure

PMBOK – Project Management Body of Knowledge

POA – Power of Attorney

POC – Point of Contact

PRISM – Performance and Registration Information Systems Management

RFP – Request for Proposal

RTM – Requirements Traceability Matrix

SAFER – Safety and Fitness Electronic Records

SAN – Storage Area Network

SFTP – Secure File Transfer Protocol

SLA – Service Level Agreement

SMTP – Simple Mail Transfer Protocol

SNMP – Simple Network Management Protocol

SPB – State Purchasing Bureau

SQL – Structured Query Language

SSN – Social Security Number

SSRS – SQL Server Report Server

TIN – Tax Identification Number

TLS 1.2 - Transport Layer Security version 1.2.

UAT – User Acceptance Training/Test

UCR – Unified Carrier Registration

URL – Uniform Resource Locator

USDOT – United States Department of Transportation

VIN – Vehicle Identification Number

VM – Virtual Machine

VTR – Vehicle Title and Registration

WBS – Work Breakdown Structure

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified Bidders who will be responsible for providing A Modernization of the Motor Carrier Services division of the Department of Motor Vehicles to administer tax and registration programs for commercial carriers 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 Request for Proposal. Prospective bidders are expected to carefully examine all documents, schedules, and requirements in this Request for Proposal, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the Request for Proposal.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

RFP Number: 6721 Z1
Name: Dianna Gilliland/Joy Fischer, Procurement Contract Officers
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: 402-471-4193 and 402-471-0974
E-Mail: dianna.gilliland@nebraska.gov and joy.fischer@nebraska.gov

From the date the Request for Proposal 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 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 Request for Proposal. The POC will issue any answers, clarifications, or amendments regarding this Request for Proposal 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 Request for Proposal.

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 Request for Proposal POC; and
3. Contact required for negotiation and execution of the final contract.

The State reserves the right to reject a contractor'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.

NOTE: All ShareFile links in the Schedule of Events below, are unique links for each schedule step. Please click the correct link for the upload step you are requesting.

ACTIVITY		DATE/TIME
1.	Release Request for Proposal	September 14, 2022
2.	<p>Last day to submit "Notification of Intent to Attend Mandatory Virtual Pre-Proposal Conference" (Form B)</p> <p>After Intent to Attend form is received, a Zoom link will be provided for the meeting. Please allow enough time for the POC to review and respond to requests.</p> <p>ShareFile link for uploading completed Form B https://nebraska.sharefile.com/r-r6a95e32f4122438192e5d84845383664</p>	September 21, 2022
3.	<p>Last day to submit written questions before the Mandatory Virtual Pre-Proposal Conference.</p> <p>ShareFile link for uploading questions https://nebraska.sharefile.com/r-rb6c3544a8629459f8277fb6bc4ac1fc3</p> <p>Formal answers will be posted 10/12/22, per #6 below.</p>	September 23, 2022
4.	<p>Mandatory Virtual Pre-Proposal Conference</p> <p>Location: Zoom Meeting</p> <p>Join Zoom Meeting* Zoom meeting link will be provided after Form B is completed and received.</p> <p>Bidder must attend Mandatory Virtual Pre-Proposal Conference to be able to bid.</p> <p><i>* Registration Advisement: The Intent to Attend Mandatory Virtual Pre-Proposal Conference form (Form B), must be completed and uploaded to the ShareFile link per schedule line #2 above. Once the upload is complete, the POC will review and then e-mail a Zoom link to the e-mail address listed on Form B.</i></p>	September 29, 2022 1 pm – 2 pm CST
5.	<p>Last day to submit written questions after Pre-Proposal Conference</p> <p>ShareFile link for uploading questions https://nebraska.sharefile.com/r-r106ad49a691942bca10f7aee495818f0</p>	October 6, 2022
6.	<p>State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: https://das.nebraska.gov/materiel/bidopps.html</p>	October 12, 2022
7.	<p>Last day to submit "Notification of Intent To Submit a Proposal" (Form C)</p> <p>ShareFile link for uploading completed Form C https://nebraska.sharefile.com/r-r08b56d6ac47d40d29984682fee019894</p>	October 14, 2022

	ACTIVITY	DATE/TIME
8.	<p>Electronic Proposal Opening</p> <p>IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES WITH ENOUGH AMOUNT OF TIME IN CASE OF USER ISSUE OR SOFTWARE ISSUE.</p> <p>ShareFile link to upload RFP response: https://nebraska.sharefile.com/r-r6d06305767f2490484722895d1233583</p> <p>Join Zoom Meeting https://us02web.zoom.us/j/87940865633?pwd=UkxCVk9CcW9CNkljSDZ4amtMY0w3Zz09</p> <p>Meeting ID: 879 4086 5633 Passcode: 768501 One tap mobile +16694449171,,87940865633#,,,,*768501# US +16699006833,,87940865633#,,,,*768501# US (San Jose)</p> <p>Dial by your location +1 669 444 9171 US +1 669 900 6833 US (San Jose) +1 719 359 4580 US +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 312 626 6799 US (Chicago) +1 386 347 5053 US +1 564 217 2000 US +1 646 931 3860 US +1 929 205 6099 US (New York) +1 301 715 8592 US (Washington DC) +1 309 205 3325 US</p> <p>Meeting ID: 879 4086 5633 Passcode: 768501 Find your local number: https://us02web.zoom.us/j/kcNAoW8YNk</p>	<p>December 9, 2022 2:00 PM CST Central Time</p>
9.	Review for conformance to RFP requirements	December 9, 2022
10.	Evaluation period	December 12, 2022 through February 1, 2023
11.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	To Be Determined
12.	Post "Notification of Intent to Award" to Internet at: https://das.nebraska.gov/materiel/bidopps.html	February 8, 2023
13.	Contract finalization period	February 8, 2023 through February 22, 2023
14.	Contract award	February 22, 2023
15.	Contractor start-date	February 22, 2023

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to State Purchasing Bureau and clearly marked “RFP Number 6721 Z1; (Modernized Motor Carrier Services Information System) Questions”. The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Vendors 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 proposal may be rejected. The contract will not incorporate any known or unknown assumptions of a bidder.

Questions should be uploaded using the ShareFile links provided in the RFP Schedule of Events, Section I.C.

It is recommended that Bidder’s submit questions using the following format.

RFP Section Reference	RFP Page Number	Question

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

E. MANDATORY VIRTUAL PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held per the Schedule of Events. Attendance at the pre-proposal conference is mandatory in order to submit a proposal. Bidders will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the Request for Proposal requirements. Questions that have a material impact on the Request for Proposal or process, and questions that are relevant to all contractors, will be answered in writing and posted at <https://das.nebraska.gov/materiel/bidopps.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 Request for Proposal or process and are only of interest to an individual bidder during the conference. If a bidder 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 upload the completed Form B via the ShareFile link provided in RFP Schedule of Events, Section I.C, which notifies the POC of their intent to attend.

After the Intent to Attend form is received, a Zoom meeting link will be emailed to the e-mail address provided on Form B. Please allow enough time for the POC to review and respond to requests.

G. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

All bidder 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 will 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 or Letter 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 https://das.nebraska.gov/materiel/purchase_bureau/vendor_info.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 intent to award or award, or terminate a contract if a bidder commits or has committed ethical violations, which include, but are 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. Utilize 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 Bidder 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 throughout the bidding process, and throughout the term of this contract for the successful Contractor and their subcontractors.

I. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the Request for Proposal (Sections II thru VI) become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal 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 Request for Proposal, requirements, or applicable state or federal laws or statutes. The State discourages deviations and reserves the right to reject proposed deviations.

J. SUBMISSION OF PROPOSALS

The State is accepting electronically submitted responses. The State will not accept proposals by email, voice, 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 response is received electronically 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 electronic responses must submit responses 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.

ShareFile link for uploading RFP responses provided in the RFP Schedule of Events, Section I.C:

- 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 6721 Z1, Company Name
- ii. If multiple files are submitted for one RFP proposal, add number of files to file names: RFP 6721 Z1 Company Name, 1 of 2.
- iii. If multiple RFP proposals are submitted for the same RFP, add the proposal number to the file names: RFP 6721 Z1 Company Name Proposal 1 File 1 of 2.

The Request for Proposal form must be signed manually in ink or by DocuSign and returned by the proposal opening date and time along with the bidder's Request for Proposal and any other requirements as stated in the Request for Proposal document in order for the bidder's Request for Proposal response to be evaluated.

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal.

K. PROPOSAL PREPARATION COSTS

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

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

Prices quoted on the cost proposal form shall remain fixed for the initial Contract period. Any request for a price increase after the initial Contract period must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period and be accompanied by documentation justifying the price increase. Additional or different documentation maybe required by the State to justify the increase. The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

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

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

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 Request for Proposal or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

- 1. Rejection of a bidder's proposal,
- 2. Withdrawal of the Intent to Award,

3. Withdrawal of the Award,
4. Negative Vendor Performance Report(s)
5. Termination of the resulting contract,
6. Legal action; and
7. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

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 6721 Z1 Company Name Proposal #1 Description of Service, File 1 of 2,
 - b. Corrected 6721 Z1 Company Name Proposal #2 Description of Service, File 2 of 2, 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 time and date of the proposal opening will be considered late proposals. The State is not responsible for proposals that are late or lost regardless of cause or fault.

R. PROPOSAL OPENING

The opening of proposals will be public via Zoom and the bidder's will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Proposals will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. Information identified as proprietary by the submitting bidder, in accordance with the Request for Proposal and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the [Public Records Act](#), or if ordered to release any withheld information, said information may then be released. The submitting bidder will be notified of the release and it shall be the obligation of the submitting bidder to take further action if it believes the information should not be released (see RFP signature page for further details). Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

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 or by DocuSign,
2. Clarity and responsiveness of the proposal, Corporate Overviews: Completed Appendix B (Option 1 BRM) or Appendix D (Option 2 BRM),
3. Completed Sections II through VI,
4. Technical Approaches: Completed Appendix A (Option 1 RTM) or Appendix C (Option 2 RTM),
5. Cost Proposals; Completed Option 1 Cost Proposal or Option 2 Cost Proposal,
6. Project Rates (Form D).

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 prior to the intent to award.

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

U. EVALUATION OF PROPOSALS

All proposals that are responsive to the Request for Proposal 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, including Appendix B for Option 1 BRM, Appendix D for Option 2 BRM, 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 Request for Proposal,
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder,
 - c. whether the bidder can perform the contract within the specified time frame,
 - d. the quality of bidder performance on prior contracts,
 - e. such other information that may be secured and that has a bearing on the decision to award the contract,
2. Technical Approach including Appendix A (Option 1 RTM) or Appendix C (Option 2 RTM), and
3. Cost Proposal.

Neb. Rev. Stat. §81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid Request for Proposals 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 Request for Proposals 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 contractor, 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 contractor, 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 Request for Proposal cover page under "Contractor 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 contractor within ten (10) business days of request:

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

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

Evaluation criteria weighting will be released with the Request for Proposal.

V. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

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

W. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

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 Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients. 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 Request for Proposal process, the State of Nebraska may take one or more of the following actions:

1. Amend the Request for Proposal,
2. Extend the time of or establish a new proposal opening time,
3. Waive deviations or errors in the State's Request for Proposal process and in bidder proposals that are not material, do not compromise the Request for Proposal 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 Request for Proposal,
7. Elect to rebid the Request for Proposal,
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

The Request for Proposal does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at: <https://das.nebraska.gov/materiel/bidopps.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. The grievance and protest procedure is available on the Internet at: https://das.nebraska.gov/materiel/docs/pdf/ProtestGrievanceWithGuidance_08042021.pdf

Z. ALTERNATE/EQUIVALENT PROPOSALS

Bidder may offer proposals which are at variance from the express specifications of the Request for Proposal. The State reserves the right to consider and accept such proposals if, in the judgment of the Material 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 Request for Proposal 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. EMAIL SUBMISSIONS

SPB will not accept proposals by email, voice, or telephone proposals except for one-time purchases under \$50,000.00.

CC. 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.

DD. 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 their proposal. Bidder is expected to read the Terms and Conditions and should 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 Request for Proposal, 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 negotiate 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 Request for Proposal. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this Request for Proposal.

The bidders should submit with their 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 as the document will not have been included in the evaluation process. 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 (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

1. The contract resulting from this Request for Proposal shall incorporate the following documents:
 - a. Request for Proposal and Addenda,
 - b. Amendments to the Request for Proposal,
 - c. Questions and Answers,
 - d. Bidder's proposal (Request for Proposal and properly submitted documents);
 - e. The executed Contract and Addendum One to Contract, if applicable; and,
 - f. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

2. 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:
 - a. Amendment to the executed Contract with the most recent dated amendment having the highest priority,
 - b. Addendum One to the executed Contract,
 - c. The executed Contract and any additional attached Addenda,
 - d. Amendments to Request for Proposal and any Questions and Answers,
 - e. The original Request for Proposal document and any Addenda, and
 - f. The Contractor'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 RFP Response (Initial)	NOTES/COMMENTS:

Contractor 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 or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

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. NOTICE (POC)

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 expected 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 Nebraska Department of Motor Vehicles, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into, all Contractors and subcontractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for an award.

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

E. BEGINNING OF WORK

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

F. AMENDMENT

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

G. CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP 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 Request for Proposal. 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 RFP 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 Request for Proposal 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. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP 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. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

J. NON-WAIVER OF BREACH

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

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

K. SEVERABILITY

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

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

L. INDEMNIFICATION

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

1. GENERAL

The Contractor 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 (Optional)

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

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

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their 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 (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

6. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

M. ATTORNEY'S FEES

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the 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.

N. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP 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.

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP 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.

P. FORCE MAJEURE

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

Neither Party shall be liable for any costs or damages, 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.

Q. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP 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 their 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.

R. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute,
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business,
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court,
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders,
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor,
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code,
 - g. Contractor intentionally discloses confidential information,

- h. Contractor has or announces it will discontinue support of the Deliverable; and,
- i. In the event funding is no longer available.

S. CONTRACT CLOSEOUT

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

It is agreed that the Contractor 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 Contractor'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 their 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 contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

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 RFP Response (Initial)	NOTES/COMMENTS:

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an 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 <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed United States Attestation Form should be submitted with the Request for Proposal 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 Request for Proposal.

The Nebraska Department of Motor Vehicles, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the corresponding regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this solicitation, Contractors will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) in consideration for an award.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP 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 RFP 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.

The Contractor will be provided with motor vehicle data including personally identifiable data. The Contractor must comply with the Financial Data Protection and Consumer Notification of Data Security Breach Act of 2006 (Nebraska Revised Statute § 87-801 et seq.).

Additionally, the Contractor will be required to comply with all applicable law, including, but not limited to, Nebraska DMV regulations, the Driver's Privacy Protection Act (DPPA) of 1994 (18 USC §§2721-2725); and the Uniform Motor Vehicle Records Disclosure Act (Nebraska Revised Statute §60-2901 et seq.).

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP 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 RFP 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 (1) one year 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 (1) one year 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 Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. 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 Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

3. 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, and government subdivisions of the State of Nebraska, including the Department of Motor Vehicles and its employees 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.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"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 Contractor shall furnish the Contract Manager, via email, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Administrative Services
Joy.fischer@nebraska.gov
 State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, NE 68508

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

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. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP 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 and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary 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.

I. ANTITRUST

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

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

J. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP 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.

K. STATE PROPERTY

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

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

L. SITE RULES AND REGULATIONS

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

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

M. ADVERTISING

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

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its 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.

N. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <https://nitc.nebraska.gov/standards/index.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.

O. DISASTER RECOVERY/BACK UP PLAN

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

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

P. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP 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.

Q. WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP 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 Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer 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.

R. CUSTOMER SERVICE

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

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

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 Request for Proposal. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. 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 RFP Response (Initial)	NOTES/COMMENTS:

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The Contractor must electronically submit invoices and include contract line number, Deliverable number from the RFP, total amount per Deliverable being invoiced, and a completed and signed Deliverable Acceptance Form. 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.

The State DMV Project Manager is the primary contact; the State DMV Controller or his or her designee shall be copied on all invoices. Email addresses will be provided to the Contractor.

D. INSPECTION AND APPROVAL

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

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Statutory)

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

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. State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1))

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 fiscal years 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)

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

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. (Neb. Rev. Stat. §84-304 et seq.) The State and its authorized representatives shall have the right to audit, examine, and make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records,

shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors, to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

The contractor shall provide the following information in response to this Request for Proposal.

A. PROJECT OVERVIEW

1. OBJECTIVE

The objective of this RFP is the acquisition, implementation, deployment, and maintenance of a modifiable, off-the-shelf solution to replace and modernize the Nebraska Department of Motor Vehicles' (NE DMV) current motor carrier services' information system. The new information system will hereinafter be referred to as the Modernized Motor Carrier Information System (MMCIS) or "system". The MMCIS will be used by NE DMV and other users for administration, regulatory compliance, collection and distribution of fees and taxes, auditing, and related functions for the commercial trucking industry.

2. OPTIONS FOR BIDDING

This RFP provides two options for bidding:

a. Option 1:

A solution that includes an MMCIS and a fully integrated document management system.

b. Option 2:

A solution that includes an MMCIS that will be fully functional and compatible with the State of Nebraska's existing document management system – Enterprise Content Management (ECM) (<https://cio.nebraska.gov/applications/ecm/index.html>).

Bidders may bid on one or both options. In order for a bidder to be considered for both options, a complete and separate proposal must be submitted for each option. Each proposal submitted must clearly identify which option is being bid for. The State of Nebraska will evaluate all proposals submitted within each separate option. The highest scoring bidder will be identified for each option (1 or 2). The State of Nebraska will make an award to the highest scoring bidder for the option that is determined to be in the best interest of the State and Nebraska Department of Motor Vehicles.

3. WITHIN THE SCOPE OF THE OPTION 1 SOLUTION

- a. The design, development, testing, implementation, deployment, operation, user training, and maintenance of necessary software, limited hardware, and supplies for the MMCIS and a fully integrated document management system; and the professional services required to do so.
- b. The extraction, transformation, and migration of all relevant data from the NE DMV's existing motor carrier information system to the MMCIS and new document management system; and the professional services required to do so.

4. WITHIN THE SCOPE OF THE OPTION 2 SOLUTION

- a. The design, development, testing, implementation, deployment, operation, user training, and maintenance of necessary software, limited hardware, and supplies for the MMCIS; and the professional services required to do so.
- b. The design, development, testing, implementation, deployment, operation, user training, and maintenance of necessary software, limited hardware, and supplies to ensure the MMCIS is fully integrated with the State of Nebraska's existing ECM; any necessary extraction, transformation, and migration of relevant data from the ECM; and the professional services required to do so.

Other solutions shall also comply with the requirements listed in the Requirements Traceability Matrix (RTM). (see Appendix A for Option 1, Appendix C for Option 2)

Outside the scope of this project are:

- a. Registration of intrastate commercial vehicles
- b. Issuance of certificates of title
- c. Uniform Carrier Registration (UCR)
- d. Acquisition of standard hardware to support the solution

5. JUSTIFICATION AND BACKGROUND

The NE DMV is seeking to replace and modernize its entire motor carrier services information system to overcome system limitations and take advantage of promising business improvements. The solution will improve and integrate NE DMV's capabilities to meet current and future business needs of customers. Bidders are encouraged to read the 2019 business case report for replacing the existing motor carrier information system for additional background (see Appendix F).

6. BASIC REQUIREMENTS

The objective of this RFP is to select a qualified bidder to satisfy the following project requirements:

- a. The solution must be able to:
 - i. Satisfy all requirements for processing and administration of commercial vehicle apportioned registration under the International Registration Plan (IRP) (for latest version, see https://cdn.ymaws.com/www.irponline.org/resource/resmgr/jurisdiction_info_2/Plan_1_1_21.pdf). The solution must be in full compliance with the IRP, the IRP Data Repository, and Nebraska and federal laws and regulations.
 - ii. Satisfy all requirements for processing and administration of commercial motor carrier fuel tax reporting and collection under the International Fuel Tax Agreement (IFTA) (for latest version, see <https://www.iftach.org/manual2020.php>). The solution must be in full compliance with IFTA, the IFTA Clearinghouse, and Nebraska and federal laws and regulations.
 - iii. Credential Samples
IRP and IFTA credential samples shall be furnished at the Bidder's expense upon request. Samples not destroyed in testing may be returned at Bidder's expense, if requested.
 - iv. Interface and comply with all federal and state systems to satisfy the NE DMV's requirements for:
 - a) The Innovative Technology Deployment (ITD) program (formally CVISN),
 - b) The Performance Registration Information Systems and Management (PRISM) program; and
 - c) A Commercial Vehicle Information Exchange Window (CVIEW) component.
 - v. Process separate and combined IRP and IFTA audit functions (see RTM, Appendix A for Option 1, Appendix C for Option 2).
 - vi. Process all related accounting and finance functions (see RTM, Appendix A for Option 1, Appendix C for Option 2).
 - vii. Issue Prorate and Fuel 72 Hour permits (see RTM, Appendix A for Option 1, Appendix C for Option 2).
- b. Interface and comply with all other NE DMV and State of Nebraska information systems and requirements (see RTM, Appendix A for Option 1, Appendix C for Option 2). The proposed solution should be customer-centric, promote 100% online participation among customers, provide customizability for customer-specific needs as determined by NE DMV, and have the capacity to comply with future updates to IRP, IFTA, ITD, CVIEW, auditing, accounting, financing, document management, and applicable laws and regulations.
- c. The Contractor must maintain the solution and all its components for 12 months following the end of the contract and any extension periods.

B. PROJECT ENVIRONMENT

1. AGENCY

The NE DMV is the State of Nebraska agency charged with the administration and enforcement of motor vehicle regulations. The NE DMV main office is located in Lincoln, Nebraska.

a. NE DMV agency vision

To have quality, accessible, secure services available for all Nebraska DMV customers.

b. NE DMV Agency Mission

Exceptional employees delivering accurate, secure, and innovative services.

2. COST

The entire cost of the solution will be paid upon completion of Deliverables and benchmarks (as solely determined by NE DMV) throughout the duration of the contract and any extensions.

3. TIMELINE

This is a multi-year project expected to consume a significant number of staff hours for the NE DMV, MMCIS stakeholders, and the Contractor. While the NE DMV expects the implementation timeline to be achieved by March 1, 2024, bidders may specify a preferred timeline in the Bidder Response Matrix (see Appendix B for Option 1, Appendix D for Option 2).

The NE DMV has developed an approach based on budgetary authorization and organizational change management principles. A multi-year project such as this modernization can bring radical change to an organization; applying effective change management can increase the probability of a successful project and manage resistance to change.

Anticipated project completion dates are as follows, with finalized dates to be determined in the Project Management Plan:

April 1, 2023: Project start date

December 1, 2023: User Acceptance Testing environment becomes available to NE DMV for testing purposes

January 15, 2024: User accounts established, and training starts (internal for NE DMV)

March 1, 2024: MMCIS fully operational with all document management functions enabled

The Contractor shall solicit and incorporate NE DMV input early and often throughout the life of the project. NE DMV staff will be available to work on this project according to percent dedication described in this section. When developing the Project Management Plan, Contractor shall take into consideration workload information as provided in the Interface Catalog (Appendix A for Option 1, Appendix C for Option 2).

4. ON-SITE EXPECTATIONS

All work shall be completed in Lincoln, NE, within the office space provided by the NE DMV, unless alternative arrangements are approved by the NE DMV. The NE DMV will rely primarily on the Contractor to lead the implementation of their solution. On-site work expectations will be determined by the Contractor and NE DMV. The State will provide the following for the Contractor:

a. State of Nebraska email account(s) may be provided to the Contractor upon request and approval by the NE DMV, based on need for all project communication.

b. VPN access to the appropriate portions of the state network.

c. Office space.

5. OFFICE SPACE

The NE DMV is prepared to provide office space for up to 10 Contractor team members to allow the Contractor and NE DMV to be co-located on-site through the design, development, testing, training, implementation, and deployment phases of the project to be determined by the NE DMV. NE DMV intends to provide adequate office space which will house workspaces, testing, training and meeting facilities.

a. Each workspace will include:

- i. Office furnishings (desks, chairs, etc.)
 - ii. Individual Windows computer with dual monitors
- b.** The office space will include:
- i. A shared copier/printer/fax machine
 - ii. Standard office supplies

Any additional or special office equipment, computers, monitors, desk arrangements, or office supplies needed by the Contractor will be the responsibility of the Contractor to coordinate and provide.

6. PROJECT TEAM AND GOVERNANCE STRUCTURE

The project anticipates having two teams operational throughout the lifecycle of the project: an Executive Support Team and a Core MMCIS Team. The project will be overseen by the Core MMCIS Team and Executive Support Team. The Core MMCIS Team will lead all efforts and tasks and will report to the Executive Support Team. The Core MMCIS Team will serve as subject matter experts for the project.

7. RELATIONSHIP WITH THE NEBRASKA OCIO

The Nebraska Department of Motor Vehicles partners with the Nebraska Office of the Chief Information Officer for the agency Information Technology needs. The OCIO manages the entire State network including hardware and access. Any changes that need made to the network will require their approval. The OCIO also provides networking, firewall, server and workstation support to the DMV and all other agencies in the State of Nebraska.

All workstations and servers are joined to the STN domain. This is the State of Nebraska's domain.

8. ANTICIPATED NE DMV PROJECT PERSONNEL

The Contractor will form a partnership and work closely with the NE DMV throughout implementation of the solution. The Contractor may also work with other State of Nebraska personnel, such as staff from the Nebraska Office of the Chief Information Officer (OCIO). Table 1 provides a breakdown of NE DMV staff who are anticipated to work on the project, their role, anticipated level of involvement, and type of assistance provided to the Contractor's staff. This information is presented for bidder planning and budgeting purposes.

Table 1. NE DMV project team and governance structure			
Role	Minimum % dedicated to project	Assistance provided	Project Team Assignment
FTE Application Developer (1)	80%	AS400 data migration and new system knowledge transfer	Core MMCIS team
FTE Application Developer (1)	50%	System development	Core MMCIS team
FTE Information Technology Manager (1)	50%	Resource management	Executive Support Team Core MMCIS Team
FTE Infrastructure Support Analyst (1)	75%	VM environment, hardware rollouts, and other infrastructure support	Core MMCIS Team
FTE Subject Matter Experts (4)	50%	MMCIS project and subject expertise, new system knowledge transfer	Core MMCIS Team
FTE Project Manager (1)	50%	MMCIS project matter expertise -	Core MMCIS Team Executive Support Team
FTE Project Administrator (1)	80%	MMCIS project and subject matter expertise, new system knowledge transfer	Core MMCIS Team
FTE Information Technology Business Analysts (1)	100%	MMCIS testing and support - Core MMCIS team	Core MMCIS Team
FTE Subject Matter Expert (1)	10%	Accounting expertise	As needed

9. CRIMINAL BACKGROUND CHECKS

The NE DMV reserves the right to require any employee of the Contractor who will be employed for this project, have access to the buildings occupied by the NE DMV / State of Nebraska, or will have access to personal or sensitive personal information, to submit to a criminal background check. Any Contractor’s employee who has access to specific personal or sensitive personal information as specified by the NE DMV or state or federal law will be required to submit to a fingerprint-based state and federal criminal background inquiry through the FBI’s National Crime Information Center (NCIC) database. The Contractor is responsible for any costs associated with the criminal background checks and the fingerprint-based state and federal background inquiries. If a fingerprint-based check is required, the NE DMV will assist with arranging such a check. All other checks are the responsibility of the Contractor.

10. OFF-SHORE DEVELOPMENT AND HOSTING OF STATE DATA

The NE DMV requires production data to remain within the computer environment hosted by the State of Nebraska. The NE DMV prefers development of applications for the NE DMV remain within the United States. A Contractor choosing to develop the application outside of the United States will be required to provide detailed documentation on the security and quality assurance processes to protect integrity of the solution to the NE DMV. The NE DMV reserves the right to accept or deny any offshore development by the Contractor.

11. DELIVER DOCUMENTATION

The Contractor shall deliver all documentation in a format which is editable by NE DMV staff and appropriate for the size and complexity. All documentation shall be developed using the same tools and similar formatting structures to maintain standards across all documentation Deliverables. The Contractor shall furnish the capability, including licenses for any specialized tools, for the NE DMV to update all documentation and convert existing policy manuals into the same format. The Contractor shall develop and keep all documentation, specialized tools, and support tools synchronized and updated until the Warranty period has been completed.

C. SCOPE OF WORK

The scope of work includes planning; development; testing; data cleansing, conversion, and migration; training; implementation; deployment; maintenance; and support of the solution. This includes the software and personnel services necessary for implementation of a modern, user-friendly MMCIS which meets the ever-increasing demands for improved customer service and expanded functionality.

The design, development, and configuration of the system shall be accomplished in a single deployment which encompasses multiple release components as described in Table 2.

A Release is a building block of software functionality and components that, collectively, creates a full software program. There will be two Release groups and nine components as displayed in **Table 2**:

Table 2. Releases		
Release Group	Release Component	Projected Activation Dates
Release 1: MMCIS integrated with all document management functions	<ol style="list-style-type: none"> 1. IRP 9. IFTA 10. Sales Tax collections 11. Auditing 12. Collections 13. Accounting and finance 14. Permitting 15. Integration with document management functionality (either Option 1: Integration with Contractor’s document management system; or Option Integration with ECM) 	March 1, 2024
Release 2: Activation of Advanced Services	<ol style="list-style-type: none"> 1. Staggered IRP registration 	Date to be determined by NE DMV and Contractor, anticipated to be in early years of the contract.

Advanced Services functionality will include one component: fully functional capabilities for staggered IRP registration. Advanced services are anticipated to be designed and developed in concert with the MMCIS but may have delayed activation dates. The projected activation date of staggered IRP registration is unknown but anticipated to occur within the first seven years of the contract. The projected activation dates in the table above are desired by the NE DMV, but alternative dates, mutually agreed upon with NE DMV can be discussed.

THE MMCIS MODERNIZATION PROJECT IS DIVIDED INTO THREE SEGMENTS

- a. **Segment 1: Project Planning and Management**
The Contractor will manage the project from beginning to end, utilizing project management best practices to keep the project in-scope, within budget, on-time, and in compliance with all requirements.
- b. **Segment 2: Perform Implementation**
The Contractor will plan, design, develop, and configure the solution. The Contractor shall detail, in written plans, how it will approach and execute key activities such as Gap Analysis, Training, Data Cleansing, Conversion and Migration, and Testing. The Contractor will fulfill the plans in cooperation with the NE DMV.
- c. **Segment 3: Warranty, Maintenance and Service Level Agreement**
The Contractor must provide support to the solution and all its components for the duration of the contract. This includes software updates and providing technical support and training where appropriate.

The solution will fulfill all requirements included in this RFP. All requirements are found in the Requirements Traceability Matrix (Appendix A for Option 1, Appendix C for Option 2). Bidders must respond to each requirement in the Requirements Traceability Matrix and submit an updated and completed Requirements Traceability Matrix with its proposal. Bidders must also respond to each item in the Bidder's Response Matrix (Appendix B for Option 1, Appendix D for Option 2), and submit the completed Bidder's Response Matrix with their proposal.

Data Quality

The Contractor, with the assistance of the NE DMV, is responsible for legacy data conversion into the new system, including validating data quality and, to the extent possible, resolving data quality issues. If any data quality issues cannot be resolved, the Contractor shall document such instances and submit options for NE DMV's consideration.

1. SEGMENT 1: PROJECT PLANNING AND MANAGEMENT

Project Management is ongoing for the duration of the contract. The primary objective of project management is to plan, manage, and control the timely and accurate completion of all tasks and Deliverables. The Contractor shall develop, manage, and execute the Project Management Plan according to project management best practices.

The Contractor shall comply with and provide support to NE DMV processes and collaborate with the following Project Teams: 1) an Executive Support Team; and 2) a Core MMCIS Project Team.

The NE DMV has established guidelines and processes for managing this modernization project. The NE DMV is open to any suggestions, improvements, and best practices which the Contractor can provide to help reduce risk, improve process and Deliverable quality, and support the overall success of the project. Changes to these processes and guidelines will be made at the State's sole discretion, after consideration of any Contractor recommended changes.

a. Frequency and Evolution of Project Management

The NE DMV will work with the Contractor to determine the most practical and effective approach to project management which will evolve over time (collaboratively with the Contractor) to meet the needs of the project. The project management activities will be dynamic. The project management responsibilities described in this section represents a minimum set of required tasks and Deliverables. The NE DMV will set the standards for project management reporting and tasks throughout the life of the project. The Contractor

is responsible for complying with the identified project management standards as submitted in its response and agreed to in the Contract.

b. Proposal and RFP Review Meeting

The Contractor is responsible for performing project start-up activities and developing project planning documentation as described below within 30 days of the start of the project. The Contractor shall:

- i. Schedule and conduct a meeting with the NE DMV and Contractor team to review proposed scope and approach for the project.
- ii. Incorporate all RFP and contractual documents into the review.
- iii. Provide an agenda 10 calendar days in advance of the meeting.
- iv. Obtain approval of agenda five calendar days in advance of the meeting from the NE DMV.

c. Project Kickoff

The Contractor shall plan and deliver kickoff meeting(s) within 60 days of the start of the project to engage and coordinate with the NE DMV. These meetings may be scheduled in a format mutually agreeable to both the NE DMV Project Administrator and the Contractor. For the kickoff meeting(s), the Contractor shall:

- i. Present an overview of the Project Management Plan and the manner in which project activities will be executed.
- ii. Provide a presentation to include a Work Breakdown Structure (WBS), High Level Roadmap, and all other materials needed to detail the approach and preliminary activities for project implementation.
- iii. Provide an agenda 10 calendar days in advance of each meeting.
- iv. Obtain approval from the NE DMV of agendas five calendar days in advance of each meeting.
- v. Provide presentation materials to meeting attendees and an electronic copy to the NE DMV Project Manager.

d. Project Management Plan

The Contractor shall prepare and deliver an initial Project Management Plan and timeline for delivery of updates for the entire Project Management Plan and its sub-plans as identified below within sixty (60) days of the start of the project. The Contractor, at a minimum, shall complete the following tasks:

- i. Develop, maintain, and follow an NE DMV-approved Project Management Plan consistent with project and Project Management Body of Knowledge (PMBOK) standards addressing all of the project management requirements in this RFP.
- ii. Periodically review the Project Management Plan and its subsections for any updates which may need to be applied during the execution of the Contract.
- iii. Document and share any assumptions made during the creation of the Project Management Plan, including any of the subsections.
- iv. Collaborate with the NE DMV Project Administrator and NE DMV Project Manager to incorporate all best practices and approached into the Project Management Plan and its subsections.
- v. Keep the Project Management Plan and its subsections current to reflect best know information and lessons learned throughout the execution of the project.
- vi. Develop a high-level roadmap to organize and depict the approach for managing and executing the project, including planned development/implementation milestones.
- vii. Meet all project requirements as described in this RFP.

The Project Management Plan shall include the following subsections i-vi:

i. Scope and Change Management

The Contractor shall develop, present for approval, and execute a subsection for defining and managing project scope, and for tracking progress toward completion.

This subsection shall include the following:

- a) All documentation and work products, once the scope and schedule are agreed upon by the NE DMV Project Administrator and NE DMV Project Manager, shall be subject to the agreed-upon change management process.
- b) The Contractor shall create and update a Master Project Schedule and Work Breakdown Structure (WBS) approved by the NE DMV as part of the change management process.
- c) The Contractor shall document all Deliverables within the WBS.
- d) The WBS shall clearly define all project Deliverables, whether they are created by the Contractor, a Subcontractor, or the NE DMV.
- e) The Scope and Change Management section shall reflect all Change Order processes identified.

ii. Master Project Schedule and Schedule Management

The Contractor shall develop, present for approval, and execute a subsection for creating, maintaining, and managing the Master Project Schedule and any subsidiary schedules. The Contractor will create and maintain, subject to NE DMV approval, the Master Project Schedule.

- a) All project schedules shall include Contractor and NE DMV project tasks. The Contractor shall obtain input and approval on NE DMV project tasks before finalizing schedule publishing. The Contractor may not commit State resources to timelines or tasks without NE DMV participation and approval of the schedules. The Contractor shall provide one month of calendar lead time (or other mutually agreed timeframe) to ensure the appropriate resources are available.
- b) The Contractor shall document all Deliverables within the WBS.
- c) The WBS shall clearly define all project Deliverables, whether they are created by the Contractor, a Subcontractor, or the NE DMV.
- d) The Contractor shall use Microsoft Project to maintain all project schedules. The Master Project Schedule shall be reviewed with the Core MMCIS team weekly, or as determined by the NE DMV Project Administrator and NE DMV Project Manager.
- e) The Contractor shall develop and provide Gantt charts and other progress tracking tools, such as dashboards, to convey the status of the project.
- f) For reporting purposes, the NE DMV requires a detailed Master Project Schedule be summarized into a dashboard or at a level of detail appropriate for overseeing and managing the project. Different levels of reporting are required for different levels in the organization (e.g. Project Manager vs. Executive Support Team).
- g) The Contractor shall gain approval from the NE DMV Project Administrator and NE DMV Project Manager before publishing modifications to the schedules.
- h) Derivative schedules or sub-schedules shall be compatible and consistent with the Master Project Schedule, linked to it, and rolled up into the Master Project Schedule.
- i) Project schedules shall follow PMBOK project management practices. Project schedules shall clearly define dependencies, resource requirements, and the critical path of tasks. All project schedules shall

include appropriate milestones approved by the NE DMV Project Administrator and NE DMV Project Manager to allow for the overall tracking of project progress.

- j)** All task durations and review cycles shall be calculated in State working days, not calendar duration of days. State of Nebraska and federal holidays shall also be calculated as non-working days.
- k)** The Contractor shall at all times develop and propose project schedules it believes are realistic and properly manage risk. Schedule delays which are not mutually agreed to as being caused by the NE DMV will not be considered for a change order nor additional compensation or consideration to the Contractor.
- l)** The Contractor shall develop a project schedule based on the phased delivery of modules and release components. The Contractor shall provide an initial schedule and shall submit a revised schedule whenever there is an approved modification in the requirements or Deliverables throughout all phases of the project.

iii. Resource Management Plan

The Contractor shall develop, present for approval, and execute a subsection for management of its resources on the project. The Resource Management Plan shall include:

- a)** Project organizational structure.
- b)** Role and responsibility assignments including percent of time allocated to assignments.
- c)** Staffing plan describing when and how staff will be brought onto and transitioned off the project team, retention, and where staff will be located.
- d)** Job descriptions and background profiles – experience in related areas.
- e)** Training needs.
- f)** Details on required support from the NE DMV.

iv. Communications Management

The Contractor shall develop, present for approval, and execute a subsection for communication and stakeholder management.

- a)** The Contractor shall work with the NE DMV Project Administrator and Project Manager to identify stakeholders, communication needs, communication activities, and mechanisms.
- b)** Project information for dissemination to the public, NE DMV staff, and all other MMCIS teams and stakeholders shall be coordinated with and approved by the NE DMV Project Manager prior to dissemination.

v. Risk and Issue Management

The Contractor shall develop, present for approval, and execute a subsection for risk and issue management.

- a)** The Risk and Issue Management Plan shall include identification of probable risks, mitigation and remediation strategies, as well as the risk and issue repository.
- b)** The Contractor shall follow an established risk and issue escalation process (e.g., a Problem Escalation Procedure (PEP), and/or Service

Level Agreement (SLA) to foster communication for relevant stakeholders.

- c) The Contractor shall develop and actively manage a Risk Log and Issue Log to be updated no less frequently than biweekly.
- d) The Contractor shall obtain input on a regular basis from project stakeholders as defined in the Risk and Issue Management Plan.
- e) The Contractor shall track project and development risks and issues and assess potential changes to the project scope as a result of mitigation.
- f) The Contractor shall be responsible for documenting, tracking, and managing to resolution all risks and issues related to the project.
- g) The Contractor shall work with the NE DMV to review the design of the tracking systems and make necessary modifications to support the project.

vi. Meeting Management

The Contractor shall develop, present for approval, and execute a subsection for managing and documenting all project meetings.

- a) The Contractor shall be responsible for developing and distributing minutes of all meetings.
- b) The Contractor shall post these minutes to a designated folder in the agreed upon document repository within 48 hours of the meeting.
- c) The NE DMV will review and approve all minutes.

e. **STATUS MEETINGS AND REPORTING**

The Contractor is responsible for performing project status meetings and reports as described below.

i. Weekly Core MMCIS Project Team Status Meetings

- a) The Contractor shall meet at least weekly with the Core MMCIS Project Team to report project status.
- b) The Contractor will conduct a project review during the meeting (e.g., a review of resources, schedule, issues, risks, procurements, and all other items relevant to the project).
- c) The Contractor shall review key issues and risks weekly or on another schedule as determined by the NE DMV Project Administrator or Project Manager.
- d) The NE DMV will set the agenda and facilitate these meetings or may delegate these responsibilities to the Contractor.

ii. Monthly Executive Support Team Meetings

- a) On a monthly basis, the Contractor shall meet with the Executive Support Team to report project status.
- b) The Contractor shall provide an executive level project review (e.g., resources, schedule, issues, risks, procurements, and all other items relevant to the project) that may require executive attention.
- c) The NE DMV will set the agenda and conduct these meetings or may delegate these responsibilities to the Contractor.

- d) Additional executive status meetings may be required during the execution of the project.
- e) The NE DMV and Contractor will mutually agree upon the Contractor's obligations for making changes and implementing decisions.

iii. Bi-Weekly Written Status Reports

The Contractor shall submit status reports to the NE DMV Project Manager once every two weeks on a day mutually agreed upon by the NE DMV Project Manager and Contractor. The proposed format and level of detail for the status reports will be subject to the approval by the NE DMV Project Administrator and Project Manager. The report shall include, at a minimum, the following:

- a) Accomplishments over the reporting period.
- b) Status for new or previously identified risks.
- c) Issue status for new or previously identified issues.
- d) Key activities over the next period.
- e) Schedule for the next period's activities.
- f) Deliverables anticipated to finish in the next period.
- g) Deliverables anticipated to start in the next period.
- h) Identification and justification of any proposed adjustments in the schedule, resources, scope of work, costs, or other aspects of the Project Management Plan.
- i) Identification of schedule delays and recommended corrective action plans.

iv. Project Tracking

The Contractor shall maintain an up-to-date log of the following project management-related items:

- a) Project Issues Log: The Contractor shall maintain a log of known disputes or impediments to project progress.
- b) Project Change Log: The Contractor shall maintain an up-to-date list of pending, approved, and denied change orders.
- c) Project Risk Log: The Contractor shall maintain an up-to-date risk log of known or possible risks that may impede project progress.
- d) Project Action Items Log: The Contractor shall maintain an up-to-date action items log.
- e) Project Decision Items Log: The Contractor shall maintain an up-to-date list of decisions made.

f. **APPROVAL OF DELIVERABLES**

The Contractor is responsible for following the Delivery Approval Process. Deliverables shall be provided to the NE DMV for approval. The Contractor shall provide an electronic copy and two hard copies of each finalized written Deliverable. The Contractor shall ensure Deliverables have met the following criteria prior to submission for approval:

- i. In compliance with all Contract requirements.
- ii. Completed within the timelines outlined in the approved project schedule.

- iii. Consistent with industry best practices in terms of Deliverable completeness, clarity, and quality.
- iv. Provide consistency between Deliverables, where applicable.
- v. Presented in a format appropriate for the subject matter and depth of discussion.
- vi. Organized in a manner which presents a logical flow of the Deliverable's content.
- vii. Represents factual information reasonably expected to have been known at the time of submittal.
- viii. Contains proper grammar, spellings, punctuation, and structure.

If the Contractor needs to revise the planned Deliverable of in-scope requirements across work products and Deliverables, the Contractor shall perform this revision at no additional charge to the NE DMV, when such revision is not a result of NE DMV delays. Significant changes to the baseline project schedule shall take into consideration the impact to the NE DMV for extending the schedule. The Change Order Process shall be utilized, when applicable.

g. DELIVERABLE ACCEPTANCE PROCESS

Deliverables shall be accepted or rejected by the NE DMV within the timeframe as agreed upon as part of the Project Management Plan. The NE DMV shall be granted adequate time to review the document(s). Documents which are larger, complex, and require review by numerous stakeholders shall have a longer review time than those which do not.

The Deliverable Acceptance Process is described as follows:

- i. Working Draft: The Contractor shall provide a working draft of the Deliverables to the NE DMV no less than 30 calendar days prior to the submission deadline. The intention of the working draft is to provide opportunity for communication between both parties to aid in the development process for Deliverables acceptable to both parties.

The submitted working draft Deliverable may contain limited structural errors such as incorrect punctuation and shall represent a significant level of completeness and shall comply with the practices required for each Deliverable upon submission. If not, the NE DMV may return the working draft Deliverable and the review timelines will reset.
- ii. Submission of Deliverables: The NE DMV and Contractor will mutually agree on the format and use of a Deliverable Acceptance Form (DAF).
- iii. Assessment of Deliverables: The NE DMV representatives will determine whether the Deliverables meets the requirements as defined per the contract.
- iv. Approve/Rejection: After reviewing the submitted Deliverable, the NE DMV will either approve or reject the Deliverable.
 - a) Approval: The NE DMV will sign and date the DAF and return it to the Contractor.
 - b) Rejection: If rejected, the NE DMV will communicate in writing any Deliverable deficiencies or non-conformities to the Contractor. The communication will describe what shall be corrected prior to the resubmission of the Deliverable in sufficient detail for the Contractor to address the deficiencies. If desired by either party, a meeting will be held within three business days from date of rejection found on the DAF.
- v. Correction of Deliverable: The Contractor will correct deficiencies in the Deliverable as identified by the NE DMV. The Contractor will submit a schedule for making changes to the Deliverable within two business days of receipt of rejection of the Deliverable or meeting.

Once the Contractor corrects all previously identified problems, the Deliverable will be resubmitted for acceptance by using an updated DAF. The full approval and rejection process will begin.

- vi. Invoice: In order for an invoice to be processed for payment, it shall be accompanied by a signed DAF for each Deliverable listed on the invoice.
- vii. Monitoring and Reporting: The Contractor will track Deliverable approval and rejections. Updates on Deliverable(s) will be included in the status report and discussed in the status meeting with the MMCIS Core Team. Deliverable approval issues which cannot be resolved will be elevated to the Executive Support Team.

h. PROBLEM ESCALATION PROCEDURE

The Contractor is responsible for providing information for and following the Problem Escalation Procedure (PEP). Contractor must provide and maintain a PEP for both routine and emergency situations throughout the full contract including design, development, implementation, deployment, warranty, and maintenance services. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems which are not resolved to the satisfaction of the NE DMV within appropriate timeframes.

The Contractor shall provide alternative contact information to the NE DMV Project Administrator and Project Manager, should the identified Contractor representatives not be available.

The Contractor must provide the PEP no later than 30 calendar days after contract execution. In addition, the PEP, including any revisions, must be provided within 30 calendar days after the start of each new contract year and after any change in circumstances which changes the PEP. The PEP shall detail how problems will work under the Contract and how they will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

- i. The process for establishing the existence of a problem.
- ii. The maximum duration a problem may retain unresolved at each level of the Contractor's organization before automatically escalating the problem to a higher level for resolution.
- iii. Circumstance in which the escalation will occur in less than the normal timeframe.
- iv. The nature of feedback on resolution progress, includes the frequency of feedback to be provided to the NE DMV.
- v. Identification of, and contact information for, progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem.
- vi. Contact information for person(s) responsible for resolving issues after hours of operation and on an emergency basis.
- vii. A process for updating and notifying the NE DMV Project Administrator and Project Manager of any changes to the PEP.

i. SYSTEM IMPLEMENTATION/PERFORMANCE PLANNING AND MANAGEMENT

The Contractor shall provide planning documentation for System Implementation/Performance. The objective is to plan, manage, and control the timely and accurate completion and approval of all tasks and Deliverables focusing on System Implementation/Performance.

The Contractor shall develop plans to manage and execute the steps required for full System Implementation/Performance. The Contractor is responsible for drafting, developing, incorporating NE DMV and OCIO comments, and finalizing the following plans for testing and system implementation as described below:

- i. Data Plan (Data Cleansing, Migration and Conversion)
The Contractor shall provide a Data Plan for the conversion of electronic data from the legacy motor carrier services system to the MMCIS to achieve all data

management functions. The plan shall cover tasks such as data conversion, cleansing, migration, synchronization, etc. The plan shall provide all necessary data conversion specifications. The detailed specifications for data conversion, migration, cleansing, and synchronizing activities shall be approved by the NE DMV before initiation of these activities.

The Contractor will be assisted by the NE DMV with data cleansing, data mapping, identification of legacy data to be migrated, and conversion of the data from the legacy data sources to the MMCIS and integrated document management system.

The Data Plan shall include:

- a) Conversion Process: A description of the conversion process, record handling, inventory control process, and quality control activities.
- b) Errors: An outline of common errors and resolutions from previous conversion efforts.
- c) Risks and Risk Mitigation: An outline of identified risks and how the Contractor proposes to mitigate such risks.
- d) Roles: A description of roles and responsibilities for the Contractor and NE DMV.
- e) Schedule: A detailed activity schedule and timeline for all processes contained in the Data Plan.
- f) Data Cleansing: Identification of data in the legacy system to be cleansed as part of the migration process.
- g) Data De-duplication: A description of the process for normalizing data which is not currently normalized. (Note: The same data element is often stored in multiple locations. If these locations contain different information, the data should be reconciled and resolved).
- h) Data Migration: As business functions move to the MMCIS, any corresponding business data should be moved from the legacy system to new system.
- i) Data Synchronization: A description of the process for synchronizing data between the legacy and test system.
- j) Data Quality: A description of the data quality process, which answers all elements included in data conversion, cleansing, and migration.
- k) Single Customer Record: A description for the creation of a single customer-centric record for all available programs and services
- l) Contractor's Overall Data Plan: Each major step anticipated in data conversion, cleansing, migration, and synchronization processes and any other relevant areas.

The Data Plan, at a minimum, shall include details contained in **Table 3** for transformation or migration of data:

Table 3. Minimum Data Plan details	
Detail	Description
Source	Source Location (e.g., System/File/Database Table)
Source Data Element	Source Data Element Identifier (e.g., SSN)
Destination	Target Location (e.g., Database Table)
Target Data Element	Target Data Element Identifier (e.g., Member ID)

Transformation / Cleansing Rules	Describe data transformation that is to occur, including any data cleansing.
Notes	Describe any timing constraints or anything unique about the conversion.

The Data Plan shall anticipate not all data records will be programmatically converted. The Contractor shall provide or develop any tool or user interfaces allowing NE DMV staff to manually complete or reconcile those records on a case-by-case basis. In the Data Plan the Contractor shall, at a minimum:

- a) Describe the strategy to be used to ensure data quality before and after all data conversions.
- b) Describe the approach to data cleansing and quality assessment of data before migration.
- c) Describe the manual and/or automated controls and methods to be used to validate the conversion and to ensure all data intended for conversion has been converted.
- d) Describe the process for data error detection and correction.
- e) Describe the process for resolving data anomalies.
- f) Audit, history, and roll-back capability for all identified data quality problems.
- g) Identify the types of data quality problems which may occur, including but not limited to, the following considerations:
 - 1). Data type redefinitions (e.g., alphas in dates and numbers, embedded information in codes and intelligent keys, implied content)
 - 2). Garbled content (e.g., multiple uses for a single field, free form text values, corrupted data, un-initialized data)
 - 3). Invalid record relationships (e.g., broken chains in set relationships, orphan records [on natural key], mismatched keys [set vs. natural key])
 - 4). Invalid content (e.g., values out of defined range, code fields not on a valid list of values or lookup table, blank fields [optionality], inconsistent use of defaults).

ii. Design and Technical Architecture Document

The Contractor shall submit, in a format acceptable to NE DMV, a Design and Technical Architecture Document for the solution and all its components comprised of two primary and distinct sections: Section 1. Design, and Section 2. Technical Architecture.

The Design Section must describe how the solution will be configured and/or designed based on the work completed and decisions made during the Gap Analysis and collaborative review of the requirements in the Requirements Traceability Matrix (Appendix A for Option 1, Appendix C for Option 2). The Design Section should include detailed workflows, screen shots, and similar tools to describe how the solution will be designed, configured, or otherwise arranged to meet the business processes, and functional and technical requirements of the NE DMV.

The Technical Architecture Section must describe the entire system architecture, including all application layers, all software included, security layers and features, required interfaces with external systems, configuration, and network considerations. The Contractor shall fully document all application changes and/or configurations made to meet the NE DMV's specific requirements. The NE DMV shall have the authority and access to modify, enhance, delete, and replicate all nonproprietary source code. Proprietary components must be identified with supporting documentation such as license restrictions, copyright, patent, or similar intellectual property documentation.

iii. Interface Plan

The Contractor shall provide an Interface Plan which will specify how the interface functionality described in the Requirements Traceability Matrix (Appendix A for Option 1, Appendix C for Option 2) will be met. This plan must address programming required to create these interfaces and specify a schedule of when interfaces can be tested and deployed. The Contractor must describe State resources needed to assist with interface development.

iv. Testing Plans

The Contractor shall provide Test Plans, Test Data (when required), and Test Scenarios. The Contractor shall develop comprehensive test plans before beginning each test phase. Each test plan shall include entrance and exit criteria for the test activity. The Contractor's plans shall clearly demonstrate how each function and possible risk in the solution and all its components is evaluated, prioritized, and tested. The Contractor, in cooperation with the NE DMV, shall develop test scenarios and data requirements to be used for testing all required functions. The testing plan shall include how all requirements will be met for the following subsections:

a) Unit and System Test Plan

As part of the development process, the Contractor shall conduct Unit and System Testing on all release components to be delivered. The Contractor shall develop Unit and System Test plans, execute the testing in an appropriate environment, and report in writing all test results. The plan must assume Unit and System Testing has validated the MMCIS system configuration and all planned system interfaces. The Contractor shall, in its Unit Testing Plan, specify release components to test, and how defects will be corrected.

b) User Acceptance Test (UAT) Plan

The Contractor shall develop a UAT Test Plan. The UAT Test Plan shall include:

- 1). Entrance criteria (criteria which must successfully be met before testing can occur).
- 2). Exit criteria (criteria which must successfully be met before testing is considered complete).
- 3). How UAT scenarios will be developed and finalized.
- 4). How testing will occur (classroom set up, number of testers per class, preparatory materials to conduct training, and the role of the Contractor in conducting UAT).

c) Performance Test Plan

The Contractor shall lead the preparation of a Performance Test Plan, which includes the use of system and network monitoring software, and system load simulation software. The Contractor shall work with the NE DMV to develop the appropriate combinations of transactions and transaction levels to test the system. The Performance Tests shall test, at minimum:

- 1). Response time
- 2). Resource utilization
- 3). Overall system performance
- 4). Scalability of the following components:
 - 1) Application software,
 - 2) Servers,
 - 3) Interfaces,
 - 4) Network, and
 - 5) Database Management System (DBMS/SQL Server).

- d)** Vulnerability Test Plan
The Contractor shall prepare a Vulnerability Test Plan to address the security requirements of the system and ensure the system is compliant with state and federal security requirements. The Contractor shall interpret all results, review them with the NE DMV, and schedule a meeting to present recommendations to the NE DMV to address any security issues.
- e)** Regression Test Plan
The Contractor shall prepare a Regression Test Plan which describes the approach the Contractor will take for regression testing.
- f)** Compatibility Test Plan
The Contractor shall prepare a Compatibility Test Plan which describes the approach the Contractor will take for compatibility testing. Testing shall ensure software is capable of operating on different hardware, operating systems, applications, network environments, mobile devices, and other devices or platforms users may employ to access the system.

v. Release Plan

The Contractor shall provide a written Release Plan for a big-bang deployment of the MMCIS which describes the overall approach for this project, its release components, and for future deployment of staggered registration functionality.

The Release Plan shall be comprised of an approach delivering the desired functionality in a reasonable, appropriate, timely, and cost-effective manner. In addition to the overall approach, the Release Plan shall include at a minimum: processes, inputs and outputs, Deliverables, and necessary resources. The Release Plan shall be approved by the NE DMV prior to its implementation.

The Release Plan shall describe how the system will be divided into two releases (Release 1: MMCIS and all components; and Release 2: advanced services for staggered IRP registration functionality).

The Release Plan shall include at a minimum:

- a)** A description of each release component,
- b)** Functionality of each release component,
- c)** Relationship between and dependencies on other release components,
- d)** Approach to data conversion,
- e)** Approach to data synchronization, and
- f)** Approach to roll back in case of a release component failure.

Release components may be developed at the same time. Given the size and complexity of the project, the NE DMV anticipates functionality deployed in the first release may be impacted by functionality developed in the second release. The Release Plan shall provide a resolution to address this risk. The Release Plan shall be updated and maintained over the course of the project.

vi. Training Plan

The Contractor shall develop and document recommended training efforts to carry through the end of the Warranty period and shall include at a minimum:

- a)** Identification of Contractor trainer(s), their training roles, and system and training experience.
- b)** Identification of training locations, equipment to be used, and how it complies with NE DMV training requirements as found in Segment 2: Perform Implementation, Conduct Training.

- c) Types of training recommended (e.g., Instructor-led, Computer Based Training, webinar) for each user type/role, and the recommended number of sessions and length of each training proposed for each type of user.
- d) Recommended hours of training for each user type.
- e) Proposed training syllabus/curriculum outlines.
- f) Provide recommended training materials (presentations, handouts).
- g) Recommended approach to how an external customer training program would be provided.
- h) Recommended number of classes, number of web-based training modules, and number of sessions necessary to sufficiently train MMCIS users.
- i) Recommended training class sizes.
- j) A detailed training schedule containing the delivery schedule for all training.

vii. Knowledge Transfer and Turnover Plan

The Contractor shall prepare a plan which describes how knowledge will be transferred to technical and support staff throughout the project including turnover of MMCIS support to the NE DMV.

The Contractor shall specify any required knowledge or skill prerequisites prior to knowledge transfer activities with a schedule of when the prerequisite(s) must be met.

The Knowledge Transfer and Turnover Plan shall support active participation and involvement of the State of Nebraska's resources from project initiation through system turnover.

The Training and the Knowledge Transfer and Turnover Plans shall be coordinated to ensure appropriate training is provided, and State of Nebraska staff have the knowledge and tools necessary to support the system.

2. SEGMENT 2: PERFORM IMPLEMENTATION

The Contractor is responsible for meeting all requirements of the Contract and approved plans. The Contractor will provide the necessary software licenses not provided by NE DMV, software architecture, system interfaces, and the professional services necessary to implement a solution which supports required business processes, workflow, outcomes, and fulfilling the requirements of this RFP. The Contractor shall incorporate input from the Core MMCIS Project Team regarding screen design and workflow; provide frequent demonstrations to the Core MMCIS Project Team and Executive Support Team if necessary; provide training to the system users; and lead and conduct all solution testing to ensure full and complete implementation and functionality of the MMCIS.

The Contractor is to meet the Scope of Work, Segment 2: Perform Implementation, per steps described below:

a. Conduct Gap Analysis and Develop Gap Analysis Report

The Contractor shall conduct a Gap Analysis which identifies the disparities between the Contractor's solution and the functional and technical requirements contained in this RFP, specifically the Requirements Traceability Matrix (Appendix A for Option 1, Appendix C for Option 2).

The Gap Analysis shall be used to facilitate project planning and identify all business and technical requirements. The Contractor shall recommend how this effort can be tailored to best align with its solution.

The Contractor shall present a recommended approach for documenting observations and differences. The approach shall be approved by the NE DMV. The approach for the Gap Analysis shall include, but not be limited to:

- i. Identification of NE DMV, other State of Nebraska staff or partnering staff, and Contractor staff members required to participate.
- ii. Description of how information gathering sessions will be conducted.
- iii. Organization of the analysis.
- iv. Description of how the degree of required change will be quantified or categorized.
- v. Description of how results and conclusions will be presented to the NE DMV.

Reporting: The Contractor shall provide a Gap Analysis Report which identifies the disparities between the Contractor's solution and the Requirements Traceability Matrix (Appendix A for Option 1, Appendix C for Option 2), contained in this RFP. The Gap Analysis Report shall be presented to the NE DMV and updated throughout the project as continued analysis occurs. Revisions to the Gap Analysis Report shall be provided to the NE DMV.

The Gap Analysis and Report at a minimum shall address all functionality areas, system architecture, data architecture, and system security planning necessary for full implementation.

b. Conduct Data Cleansing, Conversion and Migration, and Develop Migration and Conversion Report

Contractor shall be responsible for executing the scope of work contained in the Data Plan.

The Contractor shall provide a report at the end of the completed data conversion and migration processes providing at a minimum:

- i. Number of records converted
- ii. Problems encountered, by record number
- iii. All records not successfully converted, by record number
- iv. The results of a conversion audit
- v. Non-conforming records

c. Update Requirements Traceability Matrix (Appendix A for Option 1, Appendix C for Option 2)

Based on the results of the Gap Analysis, the Contractor shall update the Requirements Traceability Matrix (Appendix A for Option 1, Appendix C for Option 2), to demonstrate how the functional and technical requirements agreed to in the Contract resulting from this RFP will be met by the Bidder's solution. Each functional and technical requirement will be updated with a preliminary statement of how it will be met. The Requirements Traceability Matrix will be updated throughout the project by the Contractor as required functionality is tested or demonstrated. The Requirements Traceability Matrix will be considered complete when all testable and demonstrable requirements have been satisfied. The Contractor is responsible for completing the entirety of the Requirements Traceability Matrix.

d. Build the Solution

The Contractor shall be responsible for designing, configuring, customizing, and otherwise developing the solution in accordance with the requirements set forth in the Requirements Traceability Matrix (Appendix A for Option 1, Appendix C for Option 2). Development shall adhere to the details of the Release Plan. The Contractor shall deliver a test-ready solution consistent with the Release Plan.

If design or construction of the solution results in a change to the documentation in the Design and Technical Architecture Document, the Design and Technical Architecture Document must be updated to reflect it.

The Contractor shall gain approval from the NE DMV prior to deployment of each release component.

e. Build Interfaces

The Contractor shall be responsible for the design and development of interfaces and data exchanges and full functionality as identified in the Requirements Traceability Matrix (Appendix A for Option 1, Appendix C for Option 2), and Appendix E, the Current System Overview.

f. Build System Integrated Help Function

The Contractor shall create, populate, and maintain an integrated help system to assist users during a transaction. At minimum, the Integrated Help shall allow for context-sensitive help to link directly to an electronic version of the System User Guide and NE DMV Policy Manual opening directly to the steps to complete the function without additional searching. Additional help features such as mouse-over descriptions, pop-ups, guided tutorials, live chat, remote assistance or other user assistance unique to the Contractor's solution is acceptable. The Contractor shall create the system integrated help function in a format where the text content is easily editable; minimizing or eliminating the need to make code changes to update the function.

g. Conduct Testing as per Testing Plan and all subsections

The Contractor shall perform all testing and associated tasks identified in the Testing Plans, including Unit Testing (conducted for each release component), System Testing, User Acceptance Testing, Performance Testing (Volume and Stress), Integration Testing, Vulnerability Testing, Data Conversion Testing, Regression Testing, System Compatibility Testing and Compatibility Testing for the solution and all its components. The Contractor shall obtain approval from the NE DMV before test plans are executed; the NE DMV reserves the right to expand the test plan with additional test cases or requirements. The Contractor is responsible for conducting the following at a minimum:

i. Complete Unit Testing

Unit testing shall be completed by the Contractor as the solution is configured. Unit testing must validate the configuration activities for each release component to successfully meet the NE DMV's requirements before User Acceptance Testing (UAT) begins. Upon completion of Unit testing, the Contractor shall conduct release component walkthrough sessions demonstrating to the NE DMV how the functions of the new system will be accomplished (e.g., live demos of code and specific functionality). Unit testing results shall be kept in an Issue log shared by the Contractor and the NE DMV.

ii. Complete System Testing

The System Test shall demonstrate the successful operation of the solution and all release components which are tested separately in unit testing work together in a fully functional and integrated manner. The Contractor shall ensure the new solution is fully usable, functioning, processing data correctly, and working as required. System Testing shall include testing with all interface partners (Appendix A for Option 1, Appendix C for Option 2) including the ECM if bidder is bidding on Option 2.

System Testing, at a minimum, shall verify the following:

- a)** All functions and capabilities of the MMCIS perform as required,
- b)** Installation of software,
- c)** Conversion of data,
- d)** System, data, and application security,
- e)** Backup and recovery operations,
- f)** Accuracy and system performance,
- g)** Accuracy of documentation, manuals, and training materials, and
- h)** Response time for overall system performance.

By the end of the System Test phase, the Contractor shall demonstrate all known defects have been fixed consistent with the agreed upon approach.

iii. Complete User Acceptance Testing (UAT)

Before beginning UAT, all release components submitted by the Contractor shall meet agreed upon testing specifications, including efficiency and scalability parameters. A separate UAT is required for each release component.

The Contractor shall provide support to the NE DMV for UAT. This includes the preparation of the testing environment; preparation of test data; management and support of testing tools and defect tracking systems; and support tracking and documentation of any defects or issues.

The Contractor shall train NE DMV staff who participate in the testing effort on how to use the test tools.

The NE DMV has the final discretion to determine acceptance of UAT.

UAT shall verify, at a minimum, the following:

- a) All functions and capabilities perform as required,
- b) Successful simulation of a business day for all users and all functions,
- c) Installation of software,
- d) Integration with all external systems,
- e) Conversion and migration of data and content,
- f) System, data, and application security,
- g) Accuracy of documentation, manuals, and training materials, and
- h) Accuracy, response time, and overall system performance.

By the end of UAT, the Contractor shall demonstrate all defects and issues have been fixed and accepted by the NE DMV.

iv. Complete Performance Testing

Performance Tests shall demonstrate the solution meets performance requirements under anticipated user loads. The test will use peak volumes and test for higher than anticipated volumes and increasing activity levels.

The Contractor shall lead the execution of a Performance Test Plan, which includes the use of system and network monitoring software, and system load simulation software. The Contractor shall work with the NE DMV to develop the appropriate combinations of transactions and transaction levels to test the MMCIS.

The Performance Tests shall test, at minimum:

- a) Response time,
- b) Resource utilization,
- c) Overall System performance,
- d) Scalability, and
- e) Application software for
 - 1). Servers,
 - 2). Interfaces,
 - 3). Network environment, and
 - 4). Database Management System (DBMS/SQL server).

By the end of the Performance Test phase, the Contractor shall demonstrate all defects or performance issues have been fixed consistent with the agreed-upon approach.

v. Complete Vulnerability Testing

The Contractor shall run all tests with guidance from and in coordination with the NE DMV. The Contractor shall interpret all results and review them with the NE DMV and schedule a meeting to present recommendations to address any security issues. Additional scans may be required as determined by the NE DMV.

- vi. Complete Data Conversion
Testing Prior to data conversion the Contractor must test the data conversion programs to demonstrate the solution is fully usable, functioning, processing data correctly, and working as required. By the end of the Data Conversion test phase, the Contractor shall demonstrate all known defects have been fixed consistent with the agreed upon approach.
- vii. Complete Regression Testing
The compatibility and continued reliability of existing release components shall be regression tested prior to deployment of subsequent release components. As the Contractor tests software and finds defects, regression testing shall verify the modified code to address any given defect has not unknowingly introduced new defects.
- viii. Complete Legacy System Compatibility Testing
As appropriate, the scope of testing shall include all functionality and capabilities of the solution. Testing shall also include testing of compatibility of the MMCIS with legacy systems in any way in which they may need to coexist.
- ix. Complete Solution Compatibility Testing
As appropriate, the scope of testing shall include all functionality and capabilities of the new MMCIS. Testing shall ensure software is capable of operating on different hardware, operating systems, applications, network environments, or mobile devices.

h. Test Approach

The Contractor's testing approach shall include users early and often, and satisfy the following general requirements:

- i. Perform Integrated Performance Tests in an Environment Identical to Production
The Contractor shall perform integrated Performance Testing on an infrastructure identical to the production infrastructure and shall demonstrate the solution and all components are tested to satisfying anticipated production conditions, including transaction volumes, peak loads, and security requirements as described throughout this RFP.
- ii. Resolve Defects
The Contractor, NE DMV, and OCIO shall work together to document the definition of defect classifications as low, medium, high, and critical. All defects found during a test phase shall be classified. All defects classified as medium, high, or critical shall be fixed and satisfactorily tested prior to completion of the phase or entering into a new phase. The NE DMV has the final determination of which defects, of any classification, must be fixed prior to deployment.
- iii. Document and Report Test Results
The Contractor shall document test results in a Test Report Document with detail and summary results of each of the tests. Contractor shall report on the status of testing at the end of each week throughout all phases.

i. Statistical Sampling of Tests

The NE DMV requires all functions and requirements of the solution and its components be effectively tested. The NE DMV will consider the use of statistical sampling for Performance Testing only. With the exception of Performance Testing, the NE DMV will not approve a test plan which calls for statistical sampling of test cases.

j. Testing Requirements – Tools and Systems

The Contractor's testing approach shall satisfy the following requirements at a minimum:

- i. Establish Multiple Testing Environments
The Contractor shall set up a separate environment for testing and shall be able to create additional environments if required. The Contractor shall be responsible

for the testing environment and refreshing the data and state of the environment for testing.

ii. Use of Automated Testing Tools

The Contractor may utilize automated testing tools and provide the documented processes to support the testing phases and shall provide the testing tools and licenses for the solution. The Contractor shall provide evidence the proposed testing tools can perform the appropriate load and stress testing, are stable, and can handle the required throughput.

The Contractor shall provide training to NE DMV staff so they may participate productively in the testing process.

iii. Defect Tracking System

The Contractor shall provide a defect tracking system to track all problems with the solution and its release components. The Contractor shall provide a mechanism for tracking expected versus actual test results and tracking all errors, problems, and resolutions. The Contractor shall obtain approval from the NE DMV for all reports and tracking/reporting processes.

k. **Update Requirements Traceability Matrix, (Appendix A for Option 1, Appendix C for Option 2)**

The Contractor will finalize and provide the updated and completed Requirements Traceability Matrix (Appendix A for Option 1, Appendix C for Option 2), to the NE DMV providing the results of all testing, describing how each functional and technical requirement was met, what scenarios tested each functional and technical requirement, and defects identified/corrected.

l. **Conduct Training**

The Contractor is responsible for all aspects of developing a training program for all users defined below in the new system, including its design, maintenance, usage, operation, and support. The training scope shall include all MMCIS functions, sub-system functions, reports, and interfaces as documented in Appendix A, Requirements Traceability Matrix.

At a minimum, the Contractor shall:

- i. Conduct training activities through the completion of the warranty period.
- ii. Develop and update training courses and supporting materials necessary to meet training needs for implementation and ongoing operation of the solution and all its components.
- iii. Provide robust methods to assist external users in navigating and using the system (i.e., help screens, tutorials, tool tips, etc.).
- iv. Develop, maintain, store, produce, update, and distribute all training materials. This includes materials for classroom training, online learning, and other learning aids.
- v. Update and effectively communicate updates to training materials and training courses, especially as defects and workarounds are identified, and incremental functionality is deployed.
- vi. Develop metrics and mechanisms for evaluating the effectiveness of the training classes and overall training process. Implement changes as a result of information gathered.
- vii. Develop tools and mechanisms for creating, populating, and refreshing training data representative of the legacy motor carrier information system data. The training data shall be sufficient to allow multiple users to be simultaneously trained using realistic scenarios they may encounter.

- viii. Continual update of training materials and training databases as new release components are deployed.
- ix. Provide training to the NE DMV for any specialized tools utilized for development of documentation.

m. User Training Roles

At a minimum, the Contractor shall develop all materials, planning, and processes to train the following types of users of the MMCIS. Unless otherwise noted, the Contractor shall perform all training of the following roles through completion of the warranty period:

- i. State Technical Staff: The Contractor shall train the State of Nebraska's technical staff with the tools and architectural information necessary for them to support, maintain, and enhance the system. See Knowledge Transfer for further details.
- ii. Nebraska DMV Users: The Contractor shall train the NE DMV users to execute the functions of the solution effectively and proficiently as related to internal NE DMV functions. The training shall include tools to measure if they are properly trained to operate the entire system. Specified NE DMV Users will need trained on administrative functions in a separate training session or sessions.
- iii. External End Users (MCS Carriers, Reporting Service Users): The Contractor shall train External End Users to execute the functions of the solution effectively and proficiently as related to internal NE DMV functions. The training shall include tools to measure if they are properly trained to operate the entire system.
- iv. Additional user types/roles may be identified during the course of the implementation. The NE DMV and Contractor shall assume some flexibility will be required to adjust the training plan and corresponding training materials as necessary to account for this.

Training shall simulate data flow to and from other systems when needed to demonstrate a function during training without disturbing production data (e.g., to simulate document imaging, IFTA and IDR interfaces).

The Contractor shall establish tools, data, refresh schedules, and anything else necessary to ensure instructors and students are provided with fresh data as needed for examples, exercises, and other class activities for each new class/training session.

The Contractor shall furnish instructions and tools and train the NE DMV designated representatives on how to update and refresh the training database and related materials. These instructions will be used by NE DMV trainers when preparing classes beyond the warranty period.

The Contractor is responsible for providing the NE DMV with login and access requirements associated with training.

v. Deliver Training Documents

The Contractor shall create training manuals, quick reference materials, and other educational materials to aide users in the learning process.

- a) Training materials shall include at a minimum: quick reference guides, user guides, how-to documentation, and FAQs, as appropriate.
- b) All training materials shall be stored in a mutually agreed upon location available to the Contractor and NE DMV staff.
- c) Training materials shall describe the NE DMV business and system processes, utilizing the State's terminology.
- d) Training materials shall be branded for the NE DMV.

- e) The NE DMV will own, and reserves the right to reproduce, all training materials and content for training and to make changes to training materials as necessary to improve training outcomes.
- f) Web-based courses, if applicable, shall be developed on standard tools to allow future handoff of material for the NE DMV to update.

n. Conduct Knowledge Transfer and Turnover Activities

The Contractor shall ensure the State Technical Staff and NE DMV users are able to support the MMCIS in accordance with the terms of System Maintenance. Knowledge transfer is an ongoing process which goes beyond classroom training.

- i. The Contractor shall develop an approach to include non-classroom knowledge transfer for the support and technical staff.
- ii. The Contractor shall monitor the effectiveness of knowledge transfer to the support and technical staff throughout the project. The Contractor shall provide regular progress reports to the NE DMV Project Administrator and Project Manager.
- iii. The Contractor shall specify any prerequisites to knowledge transfer activities. The Contractor shall specify these prerequisites as part of the initial Knowledge Transfer and Turnover Plan, allowing the NE DMV time to ensure the staff has necessary skill sets.
- iv. Knowledge transfer to the support and technical staff shall specifically include at a minimum:
 - a) A working knowledge of the new MMCIS environment.
 - b) A working knowledge of all technical and functional matters associated with the solution, its architecture, data files structure, interfaces, batch programs, and hardware or software tools utilized in the performance of this contract.
 - c) Documentation which lists and describes all hardware, if applicable, and software tools utilized in the performance of this contract.
 - d) A working knowledge of necessary utilities and software products used in support and operation of the solution and its components.

o. Deployment of System

Upon successful completion of all testing and training, the Contractor will deploy the solution according to the Contract, Scope of Work, and Project Management Plan. The Contractor will ensure adequate staff, as agreed upon, are available both on-site and remotely to support the deployment. Contractor will ensure the adequate number of on-site staff are available in Nebraska for a minimum of five business days following the deployment. The NE DMV reserves the right to extend on-site support at the time of deployment for issues categorized as Critical or Serious, as defined in the Service Level Agreement.

The NE DMV will accept deployment of the System upon resolution of all critical, serious, high, and medium issues, defined in the Service Level Agreement, as determined by the NE DMV.

p. Deliver System Documentation

The Contractor shall develop and provide the manuals described below. The Contractor shall provide to the NE DMV any specialized tools utilized for development and maintenance of the manuals. The Contractor shall provide training to the NE DMV for the specialized tools utilized.

The Contractor shall maintain and update the manuals through the end of the warranty period. The NE DMV will maintain and update the manuals after completion of the warranty period.

- i. Systems Operations Manual

The Contractor shall develop a Systems Operations Manual which documents technical and administrative functions in the system. It shall clearly define the troubleshooting steps associated with the solution, support processes, and problem workarounds for the system.

The Systems Operations Manual shall include at minimum:

- a) Database models with explanations of key relationships
- b) Security protocols and user administration
- c) Interface protocols
- d) System Configuration Processes
- e) Troubleshooting
- f) Firewall rules
- g) Other relevant administration sections needed to maintain the Contractor's architecture

ii. System User Manual(s)

The Contractor shall deliver a User Manual(s) documenting all features of the system. The user manual(s) shall be written in a format which includes the following sections:

- a) Overview and purpose of the function
- b) Prerequisites for initiating the function (IFTA returns, IRP registration, etc.)
- c) Steps to complete the function
- d) Expected output upon completion
- e) Common alternative workflows with references to the appropriate section of the user manual(s)
- f) Administrator-level NE DMV User support functions

q. **Project Closeout Meeting**

At the completion of Segment 2: Perform Implementation, the Contractor will conduct a project closeout meeting. The meeting will be held to discuss the conclusion of the project, lessons learned, and any follow-up points or tasks. The meeting will be held in person at NE DMV's offices in Lincoln, Nebraska, unless otherwise agreed to by the NE DMV. The Contractor shall prepare an agenda for the meeting and distribute to all attendees at least forty-eight hours prior to the meeting.

r. **Document Lessons Learned and Complete Project Closeout Report**

The Contractor shall survey or by other means ask an agreed-upon number of users or stakeholders for lessons learned, compile and report lessons learned, and complete a Project Close Out Report detailing lessons learned, project results and a determination of how closely the project adhered to its initial scope, schedule, and cost. The NE DMV and Contractor will mutually agree upon the format of the Project Close Out Report.

3. **SEGMENT 3: WARRANTY, MAINTENANCE, AND SERVICE LEVEL AGREEMENT**

Contractor shall provide warranty and maintenance services, and adhere to the Service Level Agreement as follows:

a. **Warranty Services**

The warranty period shall last a minimum of 18 months from the date of acceptance of deployment of all Advanced Services as defined in the Scope of Work.

Contractor shall honor the warranty on software, the solution, and professional services.

The support hours of operation will require the Contractor to support personnel with all system questions or issues. Support shall be available 24 hours a day, 7 days a week, excluding the following holidays:

- i. New Year's Day
- ii. Memorial Day
- iii. Independence Day

- iv. Labor Day
- v. Thanksgiving
- vi. Christmas

The warranty shall include, but not be limited to, the following services:

- i. Managed services: Any software provided must be supported by the Contractor according to the Service Level Agreement.
- ii. Problem-based consultative support (commonly known as help desk support or technical support): The Contractor is required to assist or provide technical consultative support to NE DMV users based on a level of degree of severity.
- iii. Training: The Contractor is required to provide training to authorized NE DMV Users and State Technical Staff for advanced services, enhancements, or significant system updates.
- iv. Software Updates: Contractor is responsible for providing updates to all software it provides, as warranted, including patches, hotfixes, and version updates.
- v. Maintaining compliance with NITC Standards.

b. Maintenance Services

Maintenance for system software will commence on the day following expiration of the warranty period. The support hours of operation will require Contractor to support personnel with any system questions or issues. Support shall be available 24 hours a day, Monday – Saturday, excluding the following holidays:

- i. New Year's Day
- ii. Memorial Day
- iii. Independence Day
- iv. Labor Day
- v. Thanksgiving
- vi. Christmas

Maintenance shall include the following services:

- i. Managed services: Any software provided must be supported by the Contractor according to Service Level Agreements.
- ii. Problem-based consultative support (commonly known as help desk support or technical support): The Contractor is required to assist or provide technical consultative support to State Technical Staff based on a level of degree of severity.
- iii. Training: The Contractor is required to provide training to NE DMV users and State Technical Staff for enhancements or significant system updates.
- iv. Software Updates: Contractor is responsible for providing updates to all software it provides, including patches, hotfixes, and version updates.
- v. Maintaining compliance with NITC Standards.

c. Service Level Agreement (SLA)

The Service Level Agreement (SLA), as stated, is required to support, and sustain the MMCIS. This SLA shall be in effect upon contract start date and remain in effect until superseded by a revised agreement mutually agreed to by the NE DMV and Contractor or the termination or expiration of the contract. The Contractor shall be responsible for complying with all SLA requirements and shall ensure compliance by all Subcontractors.

Failure to meet SLA requirements shall result in a credit to the NE DMV of Service Level Agreement Credit (SLA Credit) set forth below. The parties agree assessment of an SLA Credit shall be construed and treated by the parties not as imposing a penalty upon the Contractor, but as compensation to the NE DMV for the Contractor's failure to timely deliver the contracted services or required quality of service.

i. Severity Levels to support and sustain the MMCIS System

The severity levels contained in Table 4 will be utilized to adequately identify and prioritize work so issues may be resolved based upon the level of significance and impact to the system and users. The severity level will be determined by the NE DMV. For the purposes of the SLA, business hours are defined as 6:00 a.m. CST to 6:00 p.m. CST Monday through Friday excluding holidays, anything outside of that time frame (including holidays) is considered non-business hours. This table is also used for the Option 1 requirement of the fully integrated document management system (Section F., below)

Table 4. Severity Levels to Support MMCIS				
No.	Severity Level	Level Definition	Response Time	Resolution Time
1	Critical	System is completely unusable and/or unavailable.	Within 15 minutes of support request during business hours, within 1 hour of support request during non-business hours.	1-6 months after deployment of the system: 6 hours 2) 7 months or longer after deployment of the system or later: 4 hours
2	Serious	A system problem which creates inaccurate data and/or prevents the performance of key business process or processes.	Within 15 minutes of support request during business hours, within 1 hour of support request during non-business hours.	6 hours
3	High	A system defect or outage which reduces the effectiveness of a key business process, system performance, or usability of the system for which there is an acceptable short-term work-around during the designated resolution time.	Within 15 minutes of support request during business hours, within 1 hour of support request during non-business hours.	24 hours
4	Medium	A system problem or defect which has moderate impact on business processes, system performance, or usability of the system for which there is an acceptable work around during the designated resolution time.	Within 15 minutes of support request during business hours, within 1 hour of support request during non-business hours.	120 hours
5	Low	A system change which would improve the performance, efficiency, or usability of the system but does not require immediate attention.	Within 48 hours of support request.	Timeframe as agreed upon by the NE DMV and Contractor.
6	Ticket confirmation and updates	Confirmation of service request and update to each support ticket or action taken.	Confirmation: Within 15 minutes of support request during business hours, within 1 hour of support request during non-business hours. Update: Within 24 hours of action.	As per the identified SLA severity or issue.
7	Contractor owned and licensed software	Software and operating system owned and licensed by the Contractor on the state-owned server hardware.	Within 15 minutes of support request during business hours, within 1 hour of support request during non-business hours.	1) 1-6 months after deployment of the system: 4 hours 2) 7 months or longer after deployment of the system or later: 2 hours

8	User Interface Software	Items included may be desktop clients and web and mobile applications.	Within 15 minutes of support request during business hours, within 1 hour of support request during non-business hours.	1-6 months after deployment of the system: 4 hours 7 months or longer after deployment of the system or later: 2 hours
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Table 5. Service Level Requirements to Support MMCIS

No.	Service Level Requirement	System Metric	Required System Response
1	System Response Time- Absolute	Monthly average system response time shall average one second or less. The response time will be measured as the time from when the user presses enter until the screen refresh in response is complete. Response time shall be measured from end-user devices and on internet and shall exclude network latency. Average response time shall be calculated including all system interactions. Failure to meet this requirement within the monthly reporting period shall result in being classified and managed with appropriate severity level as determined by the NE DMV.	100% of system responses to be < 1 second.
2	System Response Time- Hours of Operation	Monthly average system response time during hours of operation serving customers (6:00 a.m. – 6:00 p.m., Central Time) shall be less than two seconds for 95% of all interactive system transactions. Response time is measured as the time from when the user presses enter until the screen refresh in response is complete, excluding interactions covered by SLA #11, 12, 13, and 14. Response time shall be measured from end-user devices and on internet and shall exclude network latency. Failure to meet this requirement within the monthly reporting period shall result in being classified and managed with appropriate severity level as determined by the NE DMV.	95% of system responses to be < 2 seconds.
3	Search and lookup system response time	System maximum response time for each search and look up performance shall be three seconds or less 95% of the time and no single transaction shall exceed 15 seconds, except for specified and agreed upon exclusions. The response time is measured as the time from when the user presses enter until the screen refresh in response is complete. Response time shall be measured from end-user devices and on internet and shall exclude network latency. Failure to meet this requirement within the monthly reporting period shall result in being classified and managed with appropriate severity level as determined by the NE DMV.	95% of system response to be < 3 seconds and no single transaction > 15 seconds.
4	Dashboard report System response time	System maximum response time for any Dashboard report shall be five seconds, 95% of the time. The response time is measured as the time from when the user presses enter until the screen refresh in response is complete. Response time shall be measured from end-user devices and on internet and shall exclude network latency. Failure to meet this requirement within the monthly reporting period shall result in being classified and managed with appropriate severity level as determined by the NE DMV.	95% of System responses to be 5 seconds.
5	Static Standard Report response time	System maximum response time for any Static Standard Report shall be less than five seconds, 95% of the time. The response time is measured as the time from when the user presses enter until the screen refresh in response is complete. Response time shall be measured from end-user devices and on internet and shall exclude network latency. Failure to meet this requirement within the monthly reporting period shall result in being classified and managed with appropriate severity level as determined by the NE DMV.	95% of System responses to be < 5 seconds.

6	Parameter-based report response time	System maximum response time for any report other than those set forth in SLA's #12 and 13 above shall be less than 10 seconds, 95% of the time. The response time is measured as the time from when the user presses enter until the screen refresh in response is complete. Response time shall be measured from end-user devices and on internet and shall exclude network latency. Failure to meet this requirement within the monthly reporting period shall result in being classified and managed with appropriate severity level as determined by the NE DMV.	95% of system responses to be < 10 seconds.
7	System Availability	The system shall be operational and supported every calendar day of the year and 24 hours every day. The system shall be designed to meet a 99.9% system availability requirement, exclusive of planned downtime for system maintenance and upgrades. System maintenance and upgrades shall only occur during non-operational hours, outside of any batch-processing window, and shall not require the system to be unavailable or limited in functionality for more than one hour per week. This includes end-to-end system availability for all software, hardware, and communications interfaces between the system and all other systems. Failure to meet this requirement within the monthly reporting period shall result in being classified and managed with appropriate severity level as determined by the NE DMV.	System shall be available >99.9%

d. Service Level Agreement Credit (SLA Credit)

If the Contractor fails to meet an SLA requirement (Definition, Response Time, Resolution Time, System Metric, or Required System Response) within the allotted timeframe it will result in a credit to the Monthly Installment payable by the NE DMV during the month of failure. Such credit is calculated by applying the applicable Allocated SLA Credit percentage to the Monthly Installment Fee. The NE DMV may deduct such SLA Credit from any money payable to the Contractor. The applicable SLAs and credits have been identified in the table below.

Example calculation of an Allocated SLA Credit: If the Monthly Installment were \$100,000 and one SLA did not meet the required resolution time within the month, with an applicable 2% Allocated SLA Credit, the credit to the monthly invoice would be \$2,000, and the NE DMV would pay a net Monthly Installment of \$98,000.

Example application of an Allotted SLA Credit: If a request for support of a High Severity Level issue is received by the Contractor at 11:45 a.m., Monday at 11:46 a.m. on Tuesday the 2% SLA Credit will apply. At 11:46 a.m. on Wednesday, the 1% SLA Credit per every 24 hours will apply and will continue until resolved. This table is also used for the Option 1 requirement of the fully integrated document management system (Section F., below)

The reductions will be cumulative for each missed service requirement. In the result of a catastrophic failure affecting the entire MMCIS, all affected SLAs shall be credited to the NE DMV. In no event shall the maximum amount deducted for SLA Credits in any contract year exceed 20% of the total payment to the Contractor.

The parties agree to the following SLA Credits presented in **Table 6** for the ongoing support and maintenance of the MMCIS:

No.	Severity Level	Definition	SLA Credit	SLA Credit per every 24 hours past the SLA Resolution Time
1	Critical	System is completely unusable and/or unavailable.	5%	1%

2	Serious	A system problem which creates inaccurate data and/or prevents the performance of key business process or processes.	4%	1%
3	High	A system defect or outage which reduces the effectiveness of a key business process, system performance, or usability of the system which there is an acceptable short-term work around during the designated resolution time.	2%	1%
4	Medium	A system problem or defect which has moderate impact on business processes, system performance, or usability of the system which there is an acceptable work-around during the designated resolution time.	1%	1%
5	Low	A system change which would improve the performance, efficiency, or usability of the system but does not require immediate attention.	NA	NA
6	Ticket Confirmation and updates	Confirm of service request and update to each support ticket of action taken.	Measure and report only	NA
7	Contractor owned and licensed software	Software and operating system owned and licensed by the Contractor on the state-owned server hardware.	Dependent on the Severity Level identified	1%, unless identified as a low severity level.
8	User Interface Software	Items included may be desktop clients and web and mobile applications.	Dependent on the Severity Level identified.	1%, unless identified as a low severity level.
No.	Service Level Requirement	Requirement Definition	SLA Credit	SLA Credit per every 24 hours past the SLA Response and Resolution Time
9	System Response Time-Absolute	Monthly average system response time shall average one second or less. The response time will be measured as the time from when the user presses enter until the screen refresh in response is complete. Response time shall be measured from end-user devices and on internet and shall exclude network latency. Average response time shall be calculated, including all system interactions. Failure to meet this requirement within the monthly reporting period shall result in being classified and managed with appropriate severity level.	5%	1%

10	System Response Time- Hours of Operation	Monthly average system response time during hours of operation serving customers (6:00 a.m. – 6:00 p.m., Central Time) shall be less than two seconds for 95% of all interactive system transactions. Response time is measured as the time from when the user presses enter until the screen refresh in response is complete, excluding interactions covered by SLA #11, 12, 13, and 14). Response time shall be measured from end-user devices and on internet and shall exclude network latency. Failure to meet this requirement within the monthly reporting period shall result in being classified and managed with appropriate severity level.	5%	1%
11	Search and lookup System response time	System maximum response time for each search and look up performance shall be three seconds or less 95% of the time and no single transaction shall exceed 15 seconds, except for specified and agreed upon exclusions. The response time is measured as the time from when the user presses enter until the screen refresh in response is complete. Response time shall be measured from end-user devices and on internet and shall exclude network latency. Failure to meet this requirement within the monthly reporting period shall result in being classified and managed with appropriate severity level.	5%	1%
12	Dashboard report System response time	System maximum response time for any Dashboard report shall be five seconds, 95% of the time. The response time is measured as the time from when the user presses enter until the screen refresh in response is complete. Response time shall be measured from end-user devices and on internet and shall exclude network latency. Failure to meet this requirement within the monthly reporting period shall result in being classified and managed with appropriate severity level.	1%	1%
13	Static Standard Report response time	System maximum response time for any Dashboard report shall be five seconds, 95% of the time. The response time is measured as the time from when the user presses enter until the screen refresh in response is complete. Response time shall be measured from end-user devices and on internet and shall exclude network latency. Failure to meet this requirement within the monthly reporting period shall result in being classified and managed with appropriate severity level.	1%	1%

14	Parameter-based report response time	System maximum response time for any report other than those set forth in SLA's #12 and 13 above shall be 10 seconds, 95% of the time. The response time is measured as the time from when the user presses enter until the screen refresh in response is complete. Response time shall be measured from end-user devices and on Internet and shall exclude network latency. Failure to meet this requirement within the monthly reporting period shall result in being classified and managed with appropriate severity level.	1%	1%
15	System Availability	The system shall be operational every calendar day of the year and 24 hours every day. The system shall be designed to meet a 99.9% system availability requirement, exclusive of planned downtime for system maintenance and upgrades. System maintenance and upgrades shall only occur during non-operational hours, outside of any batch processing window, and shall not require the system to be unavailable or limited in functionality for more than one hour per week. This includes end-to-end system availability for all software, hardware and communications interfaces between the system and all other systems. Failure to meet this requirement within the monthly reporting period shall result in being classified and managed with appropriate severity level.	5%	1%

e. Escalation Procedures for Unmet SLAs

The Contractor shall provide the contact information for the individual(s) to be contacted by the NE DMV if an SLA requirement is not met and the issue(s) require(s) escalation. The Contractor must maintain correct and current SLA data during the contract period. If the resolution to the issue requires a change to a system feature(s) or function(s) in order to resolve the problem, the Contractor must notify the NE DMV designee immediately, and request approval within the designated resolution time.

f. Monitoring and Reporting of SLAs

The success of the SLAs depends fundamentally on the ability to measure performance accurately, ensuring credible and reliable information is available and provided to the NE DMV.

During SLA performance monitoring, actual levels of response, resolution, and system performance will be compared with the agreed SLAs. The Contractor shall measure each SLA and provide a detailed report(s) to the NE DMV. The Contractor shall provide the NE DMV with the following reports and tools regarding the provided SLA services:

i. Performance Metric Tool

The Contractor shall implement and make available to the NE DMV such system tools, and procedures necessary to:

- a)** Measure, monitor, and verify Contractor's and/or Subcontractor's performance of the SLA requirements.
- b)** Submit reports as indicated on a monthly and annual basis with sufficient detail to verify compliance with the SLA requirements.
- c)** Provide the NE DMV access to measurement and monitoring systems, tools, and procedures.

- ii. **Monthly Service Level Agreement Status Report**
The Contractor shall provide a detailed report which will include all data necessary to fully calculate the SLA results to the NE DMV. The monthly report will be provided within 10 calendar days following the last day of each month.

Annual Service Level Agreement Report

The Contractor shall provide to the NE DMV, on a scheduled annual basis, a report to show the annual SLA response and resolution times and services, and meet annually with the NE DMV to review the following:

- a) Service level results
- b) Delivery process
- c) Improvements in the system delivery process
- d) Status of outstanding failures, errors, and system issues
- e) Possible improvements or other revisions to the service levels

D. CHANGE MANAGEMENT

This RFP is for services that are fluid in nature. As such, there will be natural project dynamics built into the process as well as outside change management that will need to be addressed. Bidder must complete and submit Form D Project Rates to be used in the Change Management Process.

1. NANTURAL PROJECT DYNAMICS

Due to the dynamic nature of this RFP and the resulting Contract, the percentage of time spent on the items delineated in this RFP will be fluid, with greater emphasis being put on different areas at different times. There may arise from time to time a need for work not originally delineated in this RFP but considered within the scope of work as it relates to technology. This additional work may stem from legislative mandates, emerging technologies, and/or secondary research not otherwise addressed in this RFP or known at the time this RFP was issued.

2. Change Management Process

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.

E. DELIVERABLES

A table of project Deliverables is provided in **Table 7** below:

Table 7. Deliverables	
Project Deliverables are provided in this section. Deliverables require the written approval of the NE DMV, will provide for measuring project progress, and may provide the basis for payment to the Contractor.	
SEGMENT 1: PROJECT PLANNING AND MANAGEMENT	
Deliverable	RFP section
Proposal and RFP Review Meeting	Segment 1.1
Project Kickoff Meeting(s)	Segment 1.2
Project Management Plan and sub-plans	Segment 1.3
Scope and Change Management	Segment 1.3.i.
Master Project Schedule and Schedule Management	Segment 1.3.ii
Resources Management Plan	Segment 1.3.iii
Communications Management	Segment 1.3.iv
Risk and Issue Management	Segment 1.3.v

Meeting Management	Segment 1.3.vi
Status Meetings and Reporting	Segment 1.4
Weekly Core MMCIS Project Team Status Meetings	Segment 1.4.a
Monthly Executive Support Team Meetings	Segment 1.4.b
Bi-Weekly Written Status Reports	Segment 1.4.c
Project Tracking	Segment 1.4.d
Project Issues Log	Segment 1.4.d.i
Project Change Log	Segment 1.4.d.ii
Project Risk Log	Segment 1.4.d.iii
Project Action Items Log	Segment 1.4.d.iv
Project Decision Items Log	Segment 1.4.d.v
Approval of Deliverables	Segment 1.5
Deliverable Acceptance Process	Segment 1.6
Problem Escalation Procedure	Segment 1.7
System Implementation/Performance Project Planning and Management	Segment 1.8
Data Plan (Data Clean-up, Migration and Conversion)	Segment 1.8.a
Design and Technical Architecture Document	Segment 1.8.b
Interface Plan	Segment 1.8.c
Testing Plans	Segment 1.8.d
Unit and System Test Plan	Segment 1.8.d.i
User Acceptance Test Plan	Segment 1.8.d.ii
Performance Test Plan	Segment 1.8.d.iii
Vulnerability Test Plan	Segment 1.8.d.iv
Regression Test Plan	Segment 1.8.d.v
Compatibility Test Plan	Segment 1.8.d.vi
Release Plan	Segment 1.8.e
Training Plan	Segment 1.8.f
Knowledge Transfer and Turnover Plan	Segment 1.8.g
SEGMENT 2: PERFORM IMPLEMENTATION	
Conduct Gap Analysis and Gap Analysis Report	Segment 2.1
Conduct Data Clean-up, Conversion and Migration, and Conversion Report	Segment 2.2
Update Requirements Traceability Matrix (Appendix A for Option 1, Appendix C for Option 2)	Segment 2.3
Build the Solution	Segment 2.4
Build Interfaces	Segment 2.5
Build System Integrated Help Function	Segment 2.6
Conduct Testing	Segment 2.7
Unit Testing	Segment 2.7.a
Systems Testing	Segment 2.7.b
User Acceptance Testing	Segment 2.7.c
Performance Testing	Segment 2.7.d
Vulnerability Testing	Segment 2.7.e
Data Conversion	Segment 2.7.f
Regression Testing	Segment 2.7.g
Legacy Systems Compatibility Testing	Segment 2.7.h
Solution Compatibility Testing	Segment 2.7.i
Test Approach	Segment 2.8
Perform Integrated Performance Tests in an Environment Identical to Production	Segment 2.8.a
Resolve Defects	Segment 2.8.b
Document and Report Test Results	Segment 2.8.c
Statistical Sampling of Tests	Segment 2.9
Testing Requirements – Tools and Systems	Segment 2.10
Establish Multiple Testing Environments	Segment 2.10.a
Use of Automated Testing Tools	Segment 2.10.b
Defect Tracking System	Segment 2.10.c
Update Requirements Traceability Matrix (Appendix A for Option 1, Appendix C for Option 2)	Segment 2.11

Conduct Training	Segment 2.12
Deliver Training Documents	Segment 2.12.i
Conduct Knowledge Transfer and Turnover Activities	Segment 2.13
Deployment of System	Segment 2.14
Deliver System Documentation	Segment 2.15
Systems Operations Manual	Segment 2.15.a
System User Manual(s)	Segment 2.15.b
Project Closeout Meeting	Segment 2.16
Document Lessons Learned and Complete Project Close Out Report	Segment 2.17
SEGMENT 3: WARRANTY, MAINTENANCE AND SERVICE LEVEL AGREEMENT	
Warranty Services	Segment 3.1
Maintenance Services	Segment 3.2
Service Level Agreement	Segment 3.3
Service Level Agreement Credit	Segment 3.4
Escalation Procedures for Unmet SLAs	Segment 3.5
Monitoring and Reporting of SLAs	Segment 3.6
Performance Metric Tool	Segment 3.6.a
Monthly Service Level Agreement Status Report	Segment 3.6.b
Annual Service Level Agreement Report	Segment 3.6.c

F. OPTION 1 SPECIFIC REQUIREMENTS

Provider is bidding Option 1:

1. Document Management Service Level Agreement (SLA)

The Service Level Agreement (SLA), as stated, is required to support and sustain the fully integrated document management system as part of the MMCIS. This SLA shall be in effect upon contract start date and remain in effect until superseded by a revised agreement mutually agreed to by the NE DMV and Contractor or the termination or expiration of the contract. The Contractor shall be responsible for complying with all SLA requirements and shall ensure compliance by all Subcontractors.

2. This severity levels contained in Table 4 (Segment 3.3.a above) and the SLA Credit structure contained in Table 6 (Segment 3.4 above) shall apply to this agreement as well.

No.	Service Level Requirement	Required System Functionality	System Metric
1	Availability	Documents shall be available every calendar day of the year and 24 hours every day.	Documents shall be available >99.9%
2	Readability	Documents shall be able to be displayed and read within the application window or screen with minimal user interaction (zooming in, panning right or left, etc.)	95% of document retrievals will result in a readable view without user interaction
3	Retrieval Time	Documents shall be retrieved in a workable amount of time.	95% of retrievals will be completed within 5 seconds.
4	Upload/Import Time	Documents shall be uploaded in a workable amount of time.	95% of retrievals will be completed within 5 seconds.
5	Annotations/Form Overlays	Annotations and Form Overlays shall be rendered in a workable amount of time.	95% of Overlays and Annotations will be rendered within 5 seconds.
6	Automatic Indexing	System shall automatically save and index all system generated correspondence. (renewal notices, notification letters, etc.)	100% of system generated correspondence shall be saved and indexed upon creation
7	Manual Indexing	System shall allow NE DMV users to index files with minimal interaction? Scanned or uploaded through the system?	95% of documents shall be able to be indexed with a
8	Document Access Fees	System shall allow unlimited, free upload, view, & download access to all documents.	100% of documents stored on the system shall be accessible at no charge.

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 thirty-six (36) months, identify the individual(s) by name, State agency with

whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

g. CONTRACT PERFORMANCE

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

It is mandatory that the bidder submit full details of all termination for default experienced during the past ten (10) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past ten (10) years, so declare.

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

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder should address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. 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 Bidder 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. Bidder 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 Request for Proposal. 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 Request for Proposal 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 bidder intends to subcontract any part of its performance hereunder, the bidder 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. Understanding of the project requirements,
- b. Proposed development approach,
- c. Technical considerations,
- d. Detailed project work plan; and
- e. Deliverables and due dates.

Form A
Bidder Proposal Point of Contact
Request for Proposal Number 6721 Z1

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

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 Mandatory Virtual Pre-Proposal Conference
Request for Proposal Number 6721 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 following the instructions in RFP Section I.F.

After Intent to Attend form is received, a Zoom meeting link will be emailed to the e-mail address provided above. Please allow enough time for the POC to review and respond to requests.

Form C
Notification of Intent to Submit Proposal
Request for Proposal Number 6721 Z1

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

Form D
Project Rates
Request for Proposal Number 6721 Z1

Bidder Name: _____

Please see Change Management as identified in Section V. Project Description and Scope of Work, D. Change Management, of the RFP. These rates will only be used in the context of that section.

This RFP is for services that are dynamic in nature. As such, there will be natural project dynamics built into the process as well as outside change management that will need to be addressed.

There may arise from time to time a need for work not originally delineated in this RFP but considered within the scope of work as it relates to the modernization of the Nebraska Department of Motor Vehicles Modernized Motor Carrier Information System (MMCIS). This additional work may stem from legislative mandates and/or emerging technologies not otherwise addressed in Section.

V. C. Scope of Work in this RFP or known at the time this RFP was issued.

Prices quoted shall remain fixed for the entire contract period including renewal periods.

Job Title and/or Service	Unit of Measure (Hourly, unit, placement, etc.)	Rate
Example: Project Management		

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

_____ 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 (OR VIA DOCUSIGN)

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