

**State of Nebraska Department of Transportation
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

RETURN TO:
NE Department of Transportation
Operations Division
PO Box 94759
Lincoln, NE 68509-4759
(402) 479-4328

SOLICITATION NUMBER	RELEASE DATE
RFP R209-20	February 24, 2020
OPENING DATE AND TIME	PROCUREMENT CONTACT
March 27, 2020 3:00 p.m. Central Time	Brandy Henke

**PLEASE READ CAREFULLY!
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Transportation (NDOT) is issuing this Request for Proposal (RFP) Number R209-20 for the purpose of selecting a qualified Contractor to provide a Model Minimum Uniform Crash Criteria Version 5 (MMUCC 5); web assessable; Contractor/cloud-hosted; law enforcement vehicle crash reporting user-interface; and data and report transmittal system for Omaha Police Department, with the option of expanding to a Statewide solution for the Nebraska Department of Transportation (NDOT). 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 five (5) years commencing upon execution of the contract by the State and the Contractor (Parties). The Contract includes the option to renew for five (5) additional three (3) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

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

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 solicitation, 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 solicitation 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 Contractor's responsibility to defend the Contractor's asserted interest in non-disclosure.

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

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

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GLOSSARY OF TERMS

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

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

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

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

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

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

Amendment: A written correction or alteration to a document.

Application Programming Interface (API): Application programming interface (API) is a set of routines, protocols, and tools for building software and applications. This allows the software to be built in sections and then assembled. It also allows specific sections of IT systems to be updated without compromising the overall interface.

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

Authentication: The process of uniquely identifying an individual. Authentication ensures that the individual is who he or she claims to be, but says nothing about the access rights of the individual.

Authorization: The process of giving individuals access to system objects based on their identity which allows them to add, update, delete, or view information for a web application.

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

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

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

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

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

Big bang: Software deployment approach where the entire planned system functionality becomes operable at once, rather than by a phased in approach.

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.

Business Process: A set of linked activities that creates value by transforming an input into a more valuable output. Both input and output can be artifacts and/or information, and the transformation can be performed by staff, machines, or both.

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

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

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

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

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

Commercial Off the Shelf (COTS): A software product, supplied by a Contractor, that has specific functionality as part of a system—a piece of prebuilt software that is integrated into the system and must be delivered with the system to provide operational functionality or

to sustain maintenance efforts. For the purposes of this procurement, COTS refers to an out-of-the-box software system that has core ICR functionality built-in.

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

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

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

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

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

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

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

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

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

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

Database Management System (DBMS): Software used to create, retrieve, update and manage data from one or more databases.

Data Share: Data files shared externally to the ICR System. An example is sharing a set of data via a File Transfer Protocol (FTP) process.

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

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

Evaluation: The process of examining an offer after opening to determine the 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 bids/proposals (offers made in response to written solicitations).

Evergreen Browser: An internet or World Wide Web search engine which is automatically upgraded to future versions.

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.

Gigabyte (GB): When measuring RAM a gigabyte denotes 1,073,741,824 bytes of data. When measuring hard drive capacities as described by manufacturers, the gigabyte denotes 1,000,000,000 bytes of data.

ICR: Investigator Crash Reporting system.

ICR Core Team: The core team of stakeholders that will provide input and assist the Contractor in the creation of the ICR. This team will be made up of multiple individuals from different Law Enforcement Agencies as well as the Nebraska Department of Transportation.

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

Interface: The communication between separate computer systems for the exchange of data.

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

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

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

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

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

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

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

Office of the State Chief Information Officer (OCIO): Nebraska State agency responsible for management of Information Technology.

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

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

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

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

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

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

Phased: Software deployment approach where implementation is completed in incremental steps rather than by a big bang approach.

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

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

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

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

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

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

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

Proposal: See Bid/Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) 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 RFP or resultant contract, brought by a bidder who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

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

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

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

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

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

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

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

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

Risk: An uncertain event or condition that, if it occurs, has a positive or negative effect on a project's objectives.

Sandbox: Practice environment that allows users to take production transactions completed in the current system and perform them again in the practice environment.

Secure File Transfer Protocol (SFTP): A standard network protocol used to transfer computer files between a client and server on a computer network.

Service Level Agreement (SLA): Terms and conditions of what support is provided to an entity that uses a software or hardware system.

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

Should: Expected; suggested, but not necessarily mandatory.

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

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

Sole Source – Services: A service of such a unique nature that the 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.

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.

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 subcontractors 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.

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

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

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

Will: See Shall/Will/Must

Work Day: See Business Day.

ACRONYM LIST

ACH – Automated Clearing House
API - Application Programming Interface
APPC-Advanced Program-to-Program Communications
ARO – After Receipt of Order
BAFO – Best and Final Offer
CER - Current Environment Report
COI – Certificate of Insurance
COTS - Commercial Off the Shelf
CPU – Central Processing Unit
DAF - Delivery Acceptance Form
DAS – Department of Administrative Services
DBMS - Database Management System
F.O.B. – Free on Board
FTP - File Transfer Protocol
GB – Gigabyte
IP- Internet Protocol
ITB – Invitation to Bid
MMUCC 5 – Model Minimum Uniform Crash Criteria version 5
NDOT - Nebraska Department of Transportation
NIGP – National Institute for Governmental Purchasing
OCIO - Office of the State Chief Information Officer
PA – Participating Addendum
PEP - Problem Escalation Procedure
PMBOK - Project Management Body of Knowledge
QR - Quick Response
RFI – Request for Information
RFP – Request for Proposal
SFTP - Secure File Transfer Protocol
SLA - Service Level Agreement
SNA - Systems Network Architecture
SNMP - Simple Network Management Protocol
SPB – State Purchasing Bureau
SQL - Structured Query Language
TCP - Transmission Control Protocol
UAT - User Acceptance Testing
WBS - Work Breakdown Structure

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit proposals from qualified Contractor who will be responsible for providing a Model Minimum Uniform Crash Criteria Version 5 (MMUCC 5); web assessable; Contractor/cloud-hosted; law enforcement vehicle crash reporting user-interface; and data and report transmittal system at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Proposal instructions, and Cost Proposal Requirements may be found in Sections II through VI.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with Nebraska Department of Transportation (NDOT). The point of contact (POC) for the procurement is as follows:

Name: Brandy Henke
Agency: Nebraska Department of Transportation
Operations Division
Address: PO Box 94759
Lincoln, NE 68509-4759
Physical Address: 5001 S. 14th Street
Lincoln, NE 68512
Telephone: 402.479.4328
E-Mail: NDOT.OperationsProcurement@nebraska.gov

From the date the solicitation is issued until the Intent to Award is issued, communication from the Contractor is limited to the POC listed above. After the Intent to Award is issued, the Contractor 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 solicitation. The POC will issue any answers, clarifications or amendments regarding this solicitation in writing. Only the SPB or awarding agency can award a contract. Contractors shall not have any communication with, or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

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

The State reserves the right to reject a 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.

ACTIVITY	DATE/TIME
1. Release Solicitation	February 24, 2020
2. Last day to submit written questions	March 10, 2020
3. State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	March 13, 2020
4. Proposal Opening Location: NE Department of Transportation 5001 S. 14 th Street Lincoln, NE 68512	March 27, 2020 3:00 PM Central Time
5. Review for conformance to solicitation requirements	March 27, 2020
6. Evaluation period	March 31 – April 7, 2020
7. Post "Notification of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	April 8, 2020
8. Contract finalization period	April 8-17, 2020
9. Contract award	April 22, 2020
10. Contractor start date	April 22, 2020

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to Nebraska Department of Transportation and clearly marked "RFP Number R209-20; Investigator Crash Reporting System Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Contractors should present, as questions, any assumptions upon which the Contractor's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a Contractor. The contract will not incorporate any known or unknown assumptions of a Contractor.

It is preferred that questions be sent via e-mail to NDOT.OperationsProcurement@nebraska.gov, but may be delivered by hand or by U.S. Mail. It is recommended that Contractors submit questions using the following format.

Solicitation Section Reference	Solicitation Page Number	Question

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

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

All Contractors must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The Contractor 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 <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

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

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

G. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the solicitation (Sections II thru VI) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through VI must be clearly defined by the Contractor in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

H. SUBMISSION OF PROPOSALS

Contractors should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted, the State will retain one copy marked "ORIGINAL" and destroy the other copies. The Contractor is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Contractor Proposal Point of Contact". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. on the face of each container or Contractor's proposal response packet. If a recipient phone number is required for delivery purposes, 402.479.4328 should be used. The RFP number should be included in all correspondence. The State will not furnish packaging and sealing materials. It is the Contractor's responsibility to ensure the solicitation is received in a sealed envelope or container and submitted by the date and time indicated in the Schedule of Events. Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted.

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

It is the responsibility of the Contractor to check the website for all information relevant to this Request for Proposal 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 solicitation instructions, responsiveness to requirements, completeness, and clarity of content. If the Contractor'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.

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

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

The Technical and Cost Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables 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 Contractor's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the Contractor's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

I. PROPOSAL PREPARATION COSTS

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

J. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

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

1. Rejection of a Contractor'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 Contractor 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.

K. PROPOSAL CORRECTIONS

A Contractor may correct a mistake in a proposal prior to the time of opening by giving written notice to the State of intent to withdraw the proposal for modification or to withdraw the proposal completely. 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.

L. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the Contractor and at Contractor's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

M. PROPOSAL OPENING

The opening of proposals will be public and the Contractors 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 Contractor, in accordance with the solicitation 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 Contractor will be notified of the release and it shall be the obligation of the submitting Contractor to take further action, if it believes the information should not be released. (See RFP signature page for further details) Contractors may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

N. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

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

1. Original Request for Proposal for Contractual Services form signed using an indelible method;

2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview; (Appendix B Section 1);
4. Completed Sections II through VI;
5. Completed Technical Approach; and (Appendix B, Section 2);
6. Completed ICR Requirements Traceability Matrix (Appendix A);
7. Completed State Cost Proposal Template. (Appendix C, Forms A-F).

O. 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 solicitation may result in the rejection of this proposal and further administrative actions.

P. EVALUATION OF PROPOSALS

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

1. Corporate Overview (Appendix B Section 1) 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 RFP;
 - 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 (Appendix B Section 2);
3. Appendix A ICR Requirements Traceability Matrix; and
4. Appendix C Cost Proposal Sheet (Forms A-F).

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

Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible 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 solicitation 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 Contractor from consideration of the preference.

Evaluation criteria weighting will be released with the RFP.

Q. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the Contractor, 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 Contractor. However, a Contractor should provide its best offer in its original proposal. Contractors should not expect that the State will request a best and final offer.

R. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this solicitation, the Contractor grants to the State the right to contact or arrange a visit in person with any or all of the Contractor'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.

S. AWARD

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

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

The State of Nebraska may consider, but is not limited to considering, one or more of the following award criteria:

1. Price;
2. Location;
3. Quality;
4. Delivery time;
5. Contractor qualifications and capabilities; and
6. State contract management requirements and/or costs.

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

Any protests must be filed by a Contractor within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

T. ALTERNATE/EQUIVALENT PROPOSALS

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

U. EMAIL SUBMISSIONS

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

V. 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.

W. 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

Contractors should complete Sections II through VI as part of their proposal. Contractor is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The Contractor should also provide an explanation of why the Contractor rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, Contractor 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 Contractor fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the Contractor’s commercial contracts and/or documents for this solicitation.

The Contractors should submit with their proposal any license, user agreement, service level agreement, or similar documents that the Contractor wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the Contractor’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 Solicitation Response (Initial)	NOTES/COMMENTS:

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

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor’s proposal (Solicitation and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) 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 Solicitation 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 Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK

The Contractor 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 Solicitation Response (Initial)	NOTES/COMMENTS:

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

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

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

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

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

H. VENDOR PERFORMANCE REPORT(S)

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

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

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

J. BREACH

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

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

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

K. NON-WAIVER OF BREACH

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

L. SEVERABILITY

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

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

M. INDEMNIFICATION

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

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 solicitation.

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.

5. 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.

N. ATTORNEY'S FEES

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

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

O. PERFORMANCE BOND

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

The Contractor will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the bond must be an established dollar amount of \$75,000 for each year of the first three (3) years of the contract term, and \$50,000 for Year 4 and Year 5 of the contract term. For any renewal and/or extension periods, the amount of the bond must be two-thirds (2/3) of the Contractor's yearly annual renewal cost. The bond will guarantee that the Contractor will faithfully perform all requirements, terms, and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. The amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the contract has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

P. RETAINAGE

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

The State will withhold ten percent (10%) of each payment due as retainage. The entire retainage amount will be payable upon successful completion of the project (successful implementation of the ICR, completion of any additional items in change control and upon approval of completion from NDOT). Upon completion of the project, the Contractor will invoice the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the Contractor within forty-five (45) calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.

Q. ASSIGNMENT, SALE, OR MERGER

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

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

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the

contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

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

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

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

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

S. FORCE MAJEURE

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

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

T. CONFIDENTIALITY

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

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

It is incumbent upon the Parties to inform 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.

U. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon 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, 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.

V. CONTRACT CLOSEOUT

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

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

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return all information and data to the State, 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;
7. Return all data in a mutually acceptable format and manner; and
8. All data and images stored, routed, etc. as a result of any work, part the proposed solution, shall be the property of NDOT exclusively; to include, but not be limited to XMLs, Gifs, Tifs, video files and Pdf's and shall be turned over to the NDOT upon contract closeout.

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

It is agreed that the 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 Solicitation Response (Initial)	NOTES/COMMENTS:

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

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

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. 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.

F. PRICES

Prices submitted on the cost proposal form shall remain fixed for the first five (5) years of the contract. Any request for a price increase subsequent to the first initial term of the contract shall not exceed five percent (5%) of the previous contract period. Increases will be cumulative across the remaining periods of the contract. Requests for an increase must be submitted in writing to the Nebraska Department of Transportation a minimum of 30 days prior to the proposed effective date of the increase and be accompanied by sufficient documentation to justify the request. Further documentation may be required by the State to justify the increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

G. 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.

H. PERMITS, REGULATIONS, LAWS

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

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

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

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

All data and images stored, routed, etc. as a result of any work, part of the proposed solution, shall be the property of NDOT exclusively; to include, but not be limited to, XMLs, Gifs, Tifs, video files and Pdf's and shall be turned over to the NDOT upon contract closeout.

J. INSURANCE REQUIREMENTS

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

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within three (3) years of termination or expiration of the contract, the Contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and three (3) years following termination or expiration of the contract.

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

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

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **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.

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

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
Fire Damage	\$50,000 any one fire
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
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	\$10,000,000
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, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Nebraska Department of Transportation
 Operations Division
 Attn: Brandy Henke
 PO Box 94759
 Lincoln, NE 68509-4759

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.

K. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, 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.

L. ANTITRUST

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

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

M. CONFLICT OF INTEREST

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

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

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

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

N. STATE PROPERTY

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

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

O. SITE RULES AND REGULATIONS

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

P. ADVERTISING

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

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

Q. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

R. DISASTER RECOVERY/BACK UP PLAN

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

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

S. DRUG POLICY

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

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

T. WARRANTY

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

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to 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.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 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 Solicitation Response (Initial)	NOTES/COMMENTS:

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. All invoices must include, but not be limited to: ¹the contract number, ²a unique invoice number, ³the Contractor’s name and address, ⁴date the invoice is being submitted, ⁵detailed list of completed deliverables for payment point(s), ⁶dates of completion for deliverables, ⁷delivery acceptance forms (DAF) for the related deliverables (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), and ⁸any additional supporting documentation for payment.

Invoices shall be sent to:

Nebraska Department of Transportation
 Traffic Engineering Highway Safety
 Attn: Accident Records Highway Safety Manager
 1500 Highway 2
 PO Box 94759
 Lincoln, NE 68509-4759

The terms and conditions included in the Contractor’s invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

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

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

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

E. PAYMENT (Statutory)

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

F. LATE PAYMENT (Statutory)

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

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

The State’s obligation to pay amounts due on the Contract for a fiscal 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)

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

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

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

A. PROJECT OVERVIEW

1. **Objective:** This RFP is for the acquisition, implementation, deployment, and maintenance of a Model Minimum Uniform Crash Criteria Version 5 (MMUCC 5); web assessable; Contractor/cloud-hosted; law enforcement vehicle crash reporting user-interface; and data and report transmittal system for Omaha Police Department, with the option of expanding to a Statewide solution for the Nebraska Department of Transportation (NDOT). This initiative is being undertaken to create a MMUCC 5 vehicle crash reporting system for law enforcement to report crashes to the State's MMUCC 5 database via a fully electronic, web assessable, Contractor/cloud-hosted process. (Attachment H H.GEN.6); defined as an information technology system that NDOT used for crash data collection. This Crash Information Database (CID) is used by the State to enter; validate; store; analyze; transmit; and retrieve vehicle crash data and images.

Law enforcement agencies shall be defined as any external entity approved by NDOT to transmit vehicle crash data and images to NDOT by using the Contractor's solution to include, but not to be limited to individual local law enforcement agencies, State/County/City agencies, federal agencies, individual users, etc. Currently, there are two hundred and thirty-three (233) active law enforcement entities; it is anticipated this number shall not exceed more than 250 agencies transmitting through the Contractor's solution.

At startup, once completed, the ICR will go-live with the Omaha Police Department (OPD). OPD will be the primary user of the system with ownership of the ICR being transferred to the Omaha Police Department upon completion of the system as the project enters the warranty phase (Segment 3). Omaha will have the option to include additional agencies at their sole discretion with no additional increase in cost by the Contractor beyond the cost(s) listed in Appendix C - Cost Proposal Sheet Forms A-F.

After ownership is transferred to Omaha Police Department, the NDOT **retains** the right to assume ownership of the software at any time throughout the duration of the contract as outlined in section SCOPE OF SERVICE (pg. i) and making the ICR the primary reporting software for the State. If ownership to the ICR is assumed by the State, then all authorized users approved by NDOT to access the proposed system shall include, but not be limited to individual local law enforcement agencies, State/County/City agencies, federal agencies, individual State users, etc. If reobtaining ownership by the State occurs then all statewide agencies will be eligible to use the software at no additional cost to the State beyond the per user graduated cost matrix as outlined in Appendix C - Cost Proposal Sheet Forms A-F. Additionally, the per additional agency added fee in the Omaha Police Department option does not apply per additional agency added by the State; allowing NDOT to add any number of additional agencies at no additional setup cost. NDOT estimates this statewide ICR system would be comprised of up to 250 individual agencies and up to 5,000 users; however, the system shall be built to allow for additional users and agencies.

Ongoing maintenance cost(s) should be structured in such a way as to account for the Omaha Police Department owned option as well as the statewide ICR system option. These separate cost options should be clearly detailed in Appendix C - Cost Proposal Sheet Forms A-F.

Within the project scope is the design, development, testing, user training, and implementation of necessary software and limited hardware to carry out the essential functions of entering; validating; storing; querying; visualization; transmittal; and retrieving vehicle crash data and images.

Furthermore, within the scope of work, professional services are required to conduct the design, development, testing, user training, implementation, and deployment. As situations may arise, these professional services may be required during the ongoing maintenance phase following deployment.

The following business areas or components are out of scope for the purposes of this RFP and shall not be modified.

- a. Desktop computers or end-user terminals at the NDOT, or other stakeholder offices, law enforcement entities.
- b. Printers.
- c. NDOT's Crash Information Database - CID (Attachment H H.GEN.6).

The NDOT currently utilizes OnBase for Electronic Content Management (ECM) and any proposed system must be capable of integrating with NDOT's current business processes. No new or alternate ECM shall be proposed. Additionally, the NDOT uses LexisNexis for its backend MMUCC 5 cloud-hosted crash database, and data entry routing and retrieval system. No new or alternate crash database shall be proposed.

2. **Justification and Background:** NDOT is seeking a Model Minimum Uniform Crash Criteria Version 5 (MMUCC 5); web assessable; Contractor/cloud-hosted; law enforcement vehicle crash reporting user-interface; and data and report transmittal system to overcome the current lack of a MMUCC 5 electronic crash reporting for Omaha Police Department and capitalize on promising business improvements. A new system will result in increased efficiencies, data accuracy, and improved services to law enforcement agencies, NDOT, and the public.

NDOT has primary responsibility for the CID database and has been mandated by State law (Nebraska Revised Statute 60-699) to collect and store all vehicle crash reports that occur within the State of Nebraska. There has been approximately

515,000 reported crashes within Nebraska over the last (ten) 10 years. The data from these crashes is entered via a manual entry or third-party electronic transmittal process into the CID system. The resulting data is then analyzed for roadway crash causality factor/s in NDOT's ongoing efforts to create mitigation strategies to reduce vehicle crashes throughout the State. Additionally, this data is exported, in part or as a complete data file, to different entities. (I.e. law enforcement, business, researchers, federal agencies, etc.)

The new Investigator Crash Reporting (ICR) System will use the latest technology and design standards to streamline and improve business processes not only within NDOT, but to include law enforcement agencies as well as NDOT's approved authorized users. NDOT's desire in accomplishing this is to acquire a system comprised of new software, using the latest technology. The complete ICR System must meet NDOT's obligations to collect, validate, analyze, enter, transmit, query, visualize, and transmit Nebraska vehicle crash data and images.

The new ICR System will enhance NDOT's ability to serve its customers, stakeholders, and the State of Nebraska (See Attachment H H.GEN.6) beyond the fundamentals of data collection and transmittal. A number of requirements of this RFP support the desire to allow crash reporting via any web-available location and the move to a Contractor/cloud hosting approach.

B. CURRENT NDOT TECHNICAL ENVIRONMENT - BTSD 11/5-2019

***To be used by the bidder to understand the environment that the ICR will need to transmit ICR data to the CID system.*

1. Infrastructure

- a. Microsoft IIS 7.0
- b. Microsoft Windows Server 2016
- c. Microsoft Windows Workstations – Windows 7/8.1 – Moving to Windows 10
- d. Hyper-V Virtual Servers
- e. CICS 4.x
- f. IBM z/OS v2.2
- g. IBM z13 model 2967

2. Database

- a. Microsoft SQL Server 2012 – Moving to 2016
- b. IBM DB2 9.x z/OS (data access)

3. Development

- a. Microsoft .NET Platform 4.5
- b. Visual Studio 2013
- c. SSRS/SSIS
- d. Telerik Development Tools
- e. Team Foundation Server 2013
- f. MicroFocus EDz v3.0

4. Enterprise

- a. Internet Explorer 11/EDGE
- b. Microsoft Outlook/Exchange
- c. Microsoft Office 2013/2016
- d. OnBase ECM v16

5. GIS

- a. ESRI ArcMap Desktop version 10.4.1
- b. ESRI ArcGIS Pro version 2.0
- c. Geomedia Professional 2016

6. Crash Information Database (CID)

- a. Cloud Hosted
- b. RESTful Web Services

C. PROJECT ENVIRONMENT

1. **Timeline:** The Contractor must commit both the time and resources necessary to ensure adherence to the proposed Project Management Plan. While NDOT expects the implementation timeline not to exceed December 31, 2020, from project kickoff, it will allow bidders to specify a preferred timeframe in Appendix B Additional Requirements Bidder Response Matrix under Section 2 Technical Approach, b. Project Management Approach.

NDOT has developed an approach based on budgetary authorization and organizational change management principles.

Time is of the essence. Anticipated project start and completion dates are as follows, with finalized dates to be determined in the Project Management Plan:

Anticipated Project Start Date: Immediately upon award and signed contract.

ICR System Completion: 12/31/2020 This ICR completion date is not negotiable.

The Contractor shall solicit and incorporate solution users' input early and often throughout the life of the project (successful implementation of the ICR as outlined in the ICR Requirements Matrix). The ICR Core Team resources will be available to work on this project according to the percent dedication described in this section, #7 Anticipated NDOT Personnel.

When developing the Project Management Plan, the Contractor shall take into consideration workload information as provided in this section, #7 Anticipated ICR Core Team Personnel.

2. **On-Site Expectations:** As a part of the contract requirements and at no additional cost to the NDOT, the Project Manager or a qualified Senior Level Business Analyst assigned by the Contractor shall be present in Omaha, Nebraska, on-site at the designated location provided by the Omaha Police Department for the duration of the entire project; from project start date to system completion, including sixty (60) days into the Warranty Period, which may be extended at the sole discretion of NDOT due to issues and related items as identified by the NDOT. No full-time contracted, or otherwise, Contractor employed employee that is currently working on an NDOT project can be used to fulfill any or part of the ICR Contractor team project requirements. *This individual shall be identified/determined and approved by the ICR Core Team prior to the project start.*
3. The ICR Core Team will rely primarily on the Contractor to lead the implementation of their solution. The State will provide the following for the Contractor:
 - a. State email accounts to be used for all project communication;
 - b. VPN access to the appropriate portions of the State network;
 - c. Testing environment to include OnBase, CID, and any other systems that this project will impact; and
 - d. Office space.
4. **Office Space:** The OPD will provide sufficient office accommodations to allow the ICR Core Team members and up to ten (10) employees of the Contractor's staff to be co-located for on-site work through the design, development, testing, training, implementation, and deployment phases of the project should the Contractor decide to house certain staff within the facility. The OPD will provide adequate office space to allow for testing, training and meeting facilities.

Each workspace will include:

- a. Office furnishings (desk, chair, etc.); and
- b. Individual desktop computer with dual monitors.

The office space will include:

- c. A shared copier/printer/fax machine; and
- d. 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; to include any required security of said devices beyond the basic level of security provided for all such devices for OPD equipment. OPD is not responsible for lost or stolen equipment provided by the Contractor during the duration of the contract.

5. **Availability of The ICR Core Team Staff:** The ICR Core Team will be made available for Contractor access on an agreed-upon basis. Within their Project Management Plan, the Contractor shall estimate which The ICR Core Team staff are needed for each deliverable or phase of the project.
6. **Project Team and Governance Structure:** The project anticipates to have three (3) ICR Core Team teams operational throughout the lifecycle of the project; Executive Support, Core ICR and ICR Project Teams. The project will be overseen by the Core ICR Team and Executive Support team. The Core ICR Team will lead the efforts and tasks of the ICR Project team and will report to the Executive Support team. The ICR Project team will serve as subject matter experts for the project.
7. **Anticipated Core ICR Team Personnel:** The Contractor will form a partnership and work closely with the ICR Core Team and the OCIO's offices. The following is a breakdown of the Core ICR Team who are anticipated to work on the project, including their role and their anticipated level of involvement.

The following Core ICR Team positions have been identified to participate in the project. Minimum allocations are presented for bidder planning and budgeting purposes.

Role	Minimum % dedicated to project	Assistance provided
(2) FTE Application Developers	100%	Application and New System Knowledge Transfer
(1) FTE Application Developer	40%	New System Knowledge Transfer
(1) FTE Business Analysis	80%	Business Process and New System Knowledge Transfer
(1) Infrastructure Support	25%	Environment, Hardware roll-outs, etc.
(1) FTE IT Manager	25%	Resource Management and Executive Support Team
(4) FTE Subject Matter Experts	100%	CID Business Processes and New

Role	Minimum % dedicated to project	Assistance provided
(SMEs) from NDOT		System Knowledge Transfer
(4) FTE System Testers from NDOT	90%	CID Business Processes
(15) FTE System Trainers	50%	New ICR System
(2) FTE ICR Program Support	40%	CID Business Processes and New System Knowledge Transfer
(1) FTE Project Administrator	80%	CID Project Expertise, New System Knowledge Transfer, and Executive Support Team
(1) FTE Project Manager	90%	OPD ICR Project and Executive Support Team
(1) FTE Project Sponsor	25%	ICR Project support and Executive Support Team

8. Criminal Background Checks:

NDOT 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 OPD, State OCIO, or will have access to personal or sensitive personal information to submit to a criminal background check.

The Contractor shall be responsible to obtain criminal background investigations of all employees who will be working as any part of this project, including any substitute employees. The Contractor will review all investigation reports and determine if the employee(s) is suitable for work with the OPD on any part of this project. All criminal history reports for prospective employees shall be obtained and reviewed before any employee begins work and at the Contractor's expense. Information regarding criminal history reports is available at the following link:

<http://statepatrol.nebraska.gov/vnews/display.v/SEC/Services%7CCriminal%20History%20Record%20Requests>

The State/NDOT reserves the right to prohibit a Contractor's employees from accessing personal or sensitive personal information or to be present at State or Omaha facilities based upon results from the above criminal background check or fingerprint-based check. The Contractor and all employees shall adhere to the provisions of the Uniform Motor Vehicle Records Disclosure Act as found in Nebraska Revised Statute, Chapter 60, Article 29 (<http://nebraskalegislature.gov/laws/statutes.php?statute=60-2901>), NDOT's Confidentiality Agreement (Attachment A) and the DMV Access Form (Attachment B).

9. Deliver Documentation: The Contractor shall deliver all documentation in a format that is editable by the ICR Core Team 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 ICR Core Team 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.

D. SOLUTION TYPE

NDOT will be accepting proposals for the following solution types:

1. Existing System built for another client that can be transferred and modified to support the primary objectives as outlined in Appendix A, ICR Requirements Traceability Matrix;
2. Commercial Off-The-Shelf Solutions that can be configured, modified, or enhanced to support the primary objectives as outlined in Appendix A, ICR Requirements Traceability Matrix; or
3. A hybrid system combining the best of several different solutions.

E. SOLUTION HOSTING

Solution hosting will be Contractor hosted with storage in the Amazon Web Services (AWS) with the decision on either the commercial or government cloud and region the sole decision of the Nebraska OCIO.

F. HARDWARE & SOFTWARE REQUIREMENTS

1. HARDWARE

The RFP response must include all necessary hardware, system software (operating systems licenses, auxiliary or support systems software, etc.), and disk storage space requirements necessary to optimally affect the proposed solution. The solution offered must take in the consideration of the Omaha Police Department (Average 32,000 crashes per year) data storage requirements over the entire contract term, including any optional renewal period(s), to include the possibility that the state will take ownership of the ICR (statewide average 80,000 crashes per year).

NDOT reserves the right to procure hardware through State Purchasing contracts.

2. SOFTWARE REVISIONS

The Contractor will, during the contract, maintain any and all third-party software products at their most current version or no more than two (2) versions back from the most current version at no additional charge to the State, upgrades, and maintenance of the system shall be completed by the Contractor with notification to the ICR Core Team prior to any changes. The Contractor of the solution will not maintain any third-party software versions, including two (2) versions back if any such version would prevent the ICR Core Team from using any functions, in whole or in part, or would cause deficiencies or defects in the software within the proposed solution or any of the State's or Law Enforcement linked systems. If the implementation of an upgrade to a third-party software product requires Contractor personnel, in addition to the State or Law Enforcement staff for the upgrades, the State, Law Enforcement, and Contractor must mutually agree to implement such an upgrade. Any costs that are charged by a third-party software manufacturer for a necessary upgrade of this system to a third-party software product will be charged to and paid for by the Contractor.

G. SCOPE OF WORK

The scope of work includes planning; development; testing; training; implementation; maintenance; and support of an Investigator Crash Reporting System that includes modules for vehicle crash entry; real-time data validation; incoming electronic crash reporting acceptance and validation process; multi-tier system communication; data querying; data visualization; report generation; and the screens necessary for law enforcement and Omaha Law Enforcement staff to manage, interact in real-time, and manage user and agency accounts. This includes the necessary software, limited hardware, and professional services necessary for the implementation of a modern, user-friendly, Investigator's Crash Reporting System which meets the ever-increasing demands for improved customer service and expanded functionality. If NDOT assumes ownership of the software then the ICR should allow for administration to be done by the State.

The design, development, and configuration of the solution shall be accomplished in a Release environment to be delivered in one (1) Release/Phase; a Release/Phase is a building block of software functionality that, collectively, creates a full software program.

The ICR System Project is divided into three (3) segments, which are described in further detail below in Sections I, J and K:

1. **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.

2. **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, and Testing. The Contractor will fulfill the plans in cooperation with ICR Core Team and OCIO. Appendix B, Additional Requirements Bidder Response Matrix

3. **Segment 3: Warranty, Maintenance and Service Level Agreement**

The Contractor must provide ongoing support to the ICR System for the duration of the contract. This includes software updates and providing technical support and training where appropriate. The Contractor should account for additional agencies and users access to be added.

The ICR System solution will fulfill all requirements (Appendix A) listed in this RFP. All software and hardware (functional and technical) requirements are found in Appendix A, ICR Requirements Traceability Matrix. Bidders must respond to each requirement in Appendix A and submit the completed Appendix A with its proposal.

H. PARALLEL TESTING AND CONFIRMATION

Contractor, State, and the ICR Core Team shall jointly develop and execute a parallel test plan for confirmation that the newly developed system provides all functionality outlined in Appendix A, ICR Requirements Traceability Matrix or agreed to in any fully executed Change Control documents.

I. SEGMENT 1: PROJECT PLANNING AND MANAGEMENT

Project Management is ongoing for the duration of the entire project; from the project start date to system completion, including sixty (60) days into the Warranty Period, which may be extended at the sole discretion of ICR Core Team due to issues and related items as identified by the ICR Core Team. 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 the ICR Project Team processes and collaborate with the following Project Teams: ¹ Executive Support Team, ² ICR Core Project Team, and ³ ICR Project Team.

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

1. Frequency and Evolution of Project Management

ICR Project Team 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. Project management activities will be dynamic. The project management responsibilities described in this section represent a minimum set of required tasks and deliverables. ICR Project Team 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 to Appendix B Additional Requirements Bidder Response Matrix and agreed to in the Contract.

a. 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 effective date of the contract.

The Contractor shall:

- 1) Schedule and conduct a meeting with the ICR Project Team and Contractor team to review the proposed scope and approach for the project.
- 2) Incorporate all RFP and contractual documents into the review.
- 3) Provide an agenda ten (10) calendar days in advance of the meeting.
- 4) Obtain approval of agenda five (5) calendar days in advance of the meeting from the ICR Project Team.

b. Project Kickoff

The Contractor shall plan and deliver kickoff meetings within 15 days of the effective date of the contract to engage and coordinate with the ICR Core Team. These meetings may be scheduled as multiple meetings in a format mutually agreeable to by both the ICR Core Team Project Administrator and the Contractor.

For the Kickoff meetings, the Contractor shall:

- 1) Present an overview of the Project Management Plan and the manner in which project activities will be executed.
- 2) 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.
- 3) Provide an agenda five (5) calendar days in advance of each meeting.
- 4) Obtain approval of agenda five (5) calendar days in advance of each meeting from the ICR Core Team.
- 5) Provide presentation materials to meeting attendees and an electronic copy to the ICR Core Team's Project Manager a minimum of five (5) calendar days prior.

c. Project Management Plan

The Contractor shall prepare and deliver an initial Project Management Plan and the timeline for delivery of updates for the entire Project Management Plan and its sub-plans as identified below within thirty (30) days of the effective date of the contract.

The Contractor, at minimum, shall complete the following tasks:

- 1) Develop, maintain, and follow a Project Management Plan, approved by the ICR Core Team, consistent with project and Project Management Body of Knowledge (PMBOK) standards addressing all of the project management requirements in this RFP.
- 2) Periodically review the Project Management Plan and its sub-sections, as-needed, for any updates which may need to be applied during the execution of the Contract.
- 3) Document and share any assumptions made during the creation of the Project Management Plan, including any of the sub-sections.
- 4) Collaborate with the ICR Core Team's Project Administrator and the ICR Core Team's Project Manager to incorporate all best practices and approaches into the Project Management Plan and its sub-sections.
- 5) Keep the Project Management Plan and its sub-sections current to reflect best-known information and lessons learned throughout the execution of the project.
- 6) Develop a high-level roadmap to organize and depict the approach for managing and executing the project, including planned development/implementation milestones.
- 7) Meet all project requirements as described in this RFP.

The Project Management Plan shall include the following sub-sections 1-6:

1) Scope and Change Management

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

This subsection shall include:

- a) All documentation and work products, once the scope (as defined in the requirements matrix) and schedule are agreed upon by the ICR Core Team's Project Administrator and the ICR Core Team's Project Manager, shall be subject to the agreed-upon change management process.
- b) The Contractor shall update the WBS and Master Project schedule approved by the ICR Core Team 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 ICR Core Team.
- e) The Scope, and Change Management section shall reflect all Change Order processes identified in the Scope of Work, Project Environment.

2) Master Project Schedule and Schedule Management

The Contractor shall develop, present for approval, and execute a sub-section for creating, maintaining, and managing the Master Project Schedule and any subsidiary schedules. The Contractor will create and maintain, subject to the ICR Core Team approval, the Master Project Schedule.

- a) All project schedules shall include Contractor and ICR Core Team Project tasks. The Contractor shall obtain input and approval on ICR Core Team Project tasks before publishing. The Contractor may not commit State or law enforcement resources to timelines or tasks without ICR Core Team participation and approval of the schedule. The Contractor shall provide one (1) month of calendar lead time (or another 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 ICR Core Team.
- d) The Contractor, at a minimum, shall use Microsoft Project to maintain all project schedules, unless the ICR Core Team agrees to another software scheduling software proposed by the Contractor. The Master Project Schedule shall be reviewed with the Core ICR team weekly, or as determined by ICR Core Team's Project Administrator and/or ICR Core Team 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 ICR Core Team requires a detailed Master Project Schedule to 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 ICR Core Team's Project Administrator and/or ICR Core Team's Project Manager before publishing modifications to the schedule baseline.
- 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 ICR Core Team's Project Administrator and/or ICR Core Team's 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 that are not mutually agreed to as being caused by ICR Core Team will not be considered for a change order nor additional compensation or consideration to the Contractor. In instances where a mutual agreement cannot be established, ICR Core Team, at its sole discretion, shall retain the right to the final decision.
- l) The Contractor shall develop a project schedule based on the agreed-upon releases dates outlined in the Timeline Project Environment. 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.

3) Resource Management Plan

The Contractor shall develop, present for approval, and execute a sub-section for the 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 ICR Core Team.

4) Communications Management

The Contractor shall develop, present for approval, and execute a sub-section for communication and stakeholder management.

- a) The Contractor shall work with the ICR Core Team's Project Administrator and ICR Core Team's Project Manager to identify stakeholders, communication needs, communication activities, and mechanisms.
- b) Project information for dissemination to the public, NDOT staff, ICR Project teams, and stakeholders shall be coordinated with and approved by ICR Core Team's Project Manager prior to dissemination.

5) Risk and Issue Management

The Contractor shall develop, present for approval, and execute a sub-section 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 the established risk and issue escalation process to foster communication for relevant stakeholders.
- c) The Contractor shall develop and actively manage a risk register and issue register 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 Management Plan.
- e) The Contractor shall track project and development issues and risks, 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 resolve all issues and risks related to the project.
- g) The Contractor shall work with the ICR Core Team to review the design of the tracking systems and make necessary modifications to support the project.

6) Meeting Management

The Contractor shall develop, present for approval, and execute a sub-section 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) ICR Core Team will review and approve all minutes.

d. **Status Meetings and Reporting**

The Contractor is responsible for performing project status meetings and reports, in accordance with agile principles, as described below. The ICR Core Team encourages two (2) week iterations incorporating daily standup meetings.

1) **Weekly Core ICR Team Status Meetings**

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

2) **Weekly ICR Project Team Meetings**

- a) The Contractor shall meet at least weekly with the ICR Project Team to cover all activities sufficiently, with the ICR Project Team to report status and discuss project tasks.
- b) The Contractor will prepare the agenda to include discussion items, action items, and updates to issues or risks, decision points and changelogs as appropriate.
- c) The Contractor will set the agenda and facilitate these meetings, with the partnership of ICR Core Team's Project Administrator and/or ICR Core Team's ICR Project Manager.

3) **Monthly Executive Support Team Meetings**

- a) On a monthly basis, the Contractor shall meet with the Executive Support Team to report status.
- b) The Contractor shall provide an executive-level project review (e.g., resources, schedule, issues, risks, procurements) highlighting items requiring executive attention.
- c) ICR Core Team 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) ICR Core Team and Contractor will mutually agree upon the Contractor's obligations for making changes and implementing decisions.

4) **Bi-Weekly Written Status Reports**

The Contractor shall submit status reports to ICR Core Team's ICR Project Manager once every two (2) weeks on a day mutually agreed upon by ICR Core Team's ICR Project Manager and Contractor. The proposed format and level of detail for the status reports will be subject to the approval by ICR Core Team's ICR Project Administrator and / or ICR Core Team's ICR 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 finishing 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.

5) 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.
- d) Project Action Items: 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.

e. Approval of Deliverables

The Contractor is responsible for following the Delivery Approval Process. Deliverables shall be provided to the ICR Core Team for approval. The Contractor shall provide an electronic copy or two (2) hard copies of each finalized written deliverable.

The Contractor shall ensure deliverables have met the following criteria prior to submission for approval:

- 1) In compliance with all Contract requirements.
- 2) Completed within the timelines outlined in the approved project schedule.
- 3) Consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- 4) Provides consistency between deliverables, where applicable.
- 5) Presented in a format appropriate for the subject matter and depth of discussion.
- 6) Organized in a manner that presents a logical flow of the deliverable's content.
- 7) Represents factual information reasonably expected to have been known at the time of submittal.
- 8) 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 NDOT, when such revision is not a result of the ICR Core Team delays. Significant changes to the baseline project schedule shall take into consideration the impact to NDOT for extending the schedule. The Change Order Process shall be utilized, when applicable.

f. Deliverable Acceptance Process

Deliverables shall be accepted or rejected by the ICR Core Team within the timeframe as agreed upon as part of the Project Management Plan. The ICR Core Team shall be granted adequate time to review the document(s). Documents that 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:

- 1) Working Draft: The Contractor shall provide a working draft of the deliverables to the ICR Core Team no less than thirty (30) calendar days prior to the submission deadline. The intention of the working draft is to provide an 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 ICR Core Team may return the working draft deliverable and the review timelines will reset.

- 2) Submission of Deliverables: The ICR Core Team and Contractor will mutually agree on the format and use of a Deliverable Acceptance Form (DAF).
- 3) Assessment of Deliverables: The ICR Core Team's representatives will determine whether the Deliverable meets the requirements as defined per the contract.
- 4) Approval/Rejection: After reviewing the submitted Deliverable, the ICR Core Team will either approve or reject the deliverable.
 - a) Approval: The ICR Core Team will sign and date the DAF and return to the Contractor.
 - b) Rejection: If rejected, the ICR Core Team 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 (3) business days from date of rejection found on the DAF.

- c) **Partial Deliverable:** the ICR Core Team may, at its sole discretion, accept a partial deliverable giving written acceptance for the partial deliverable. Supplemental documentation must be provided by the Contractor detailing all work that remains outstanding for the partial. All outstanding work remaining for the partial must be completed by a mutually accepted deliverable date established between the Contractor and the ICR Core Team's representatives.

No payment will be made to the Contractor until all Deliverables within each Payment Point (as shown on the Appendix C Cost Proposal Sheet) have been completed, delivered and accepted by the NDOT.

- 5) **Correction of Deliverable:** The Contractor will correct deficiencies in the Deliverable as identified by NDOT. The Contractor will submit a schedule for making changes to the Deliverable within two (2) 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.

- 6) **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.
- 7) **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 ICR Core Team. Deliverable approval issues that cannot be resolved will be elevated to the Executive Support Team.

g. 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 period including design, development, implementation, deployment, warranty, and maintenance services and any renewal periods. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the ICR Core Team within appropriate timeframes.

The Contractor shall provide contact information to the ICR Core Team's Project Administrator and ICR Core Team's Project Manager, should the identified representatives not be available.

The Contractor must provide the PEP no later than thirty (30) calendar days after effective dates of the contract. In addition, the PEP, including any revisions, must be provided within thirty (30) calendar days after the effective dates of each contract renewal period and after any change in circumstances that 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:

- 1) The process for establishing the existence of a problem.
- 2) The maximum duration a problem may remain unresolved at each level of the Contractor's organization before automatically escalating the problem to a higher level for resolution.
- 3) Circumstance in which the escalation will occur in less than the normal timeframe.
- 4) The nature of feedback on resolution progress, including the frequency of feedback to be provided to the ICR Core Team.
- 5) Identification of, and contact information for, progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem.
- 6) Contact information for person(s) responsible for resolving issues after hours of operation and on an emergency basis.
- 7) A process for updating and notifying the ICR Core Team's Project Administrator and the ICR Core Team's Project Manager of any changes to the PEP.

h. System Implementation/Performance Project 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 within System Implementation/Performance. The Contractor is responsible for drafting, developing, incorporating NDOT, the ICR Core Team, and OCIO comments, and finalizing the following plans for testing and system implementation as described below:

1) Design and Technical Architecture Document

The Contractor shall submit, in a format acceptable to the ICR Core Team, a Design and Technical Architecture Document for the ICR System comprised of two (2) primary and distinct sections: Section 1. Design, and Section 2. Technical Architecture.

The Design Section must describe how the system will be configured and/or designed based on the work completed and decisions made during the Gap Analysis and collaborative review of the functional and technical requirements in Appendix A, ICR Requirements Traceability Matrix. The Design Section should include detailed workflows,

screenshots, and similar tools to describe how the System will be designed, configured, or otherwise arranged to meet the business processes, and functional and technical requirements of the ICR Core Team.

The Technical Architecture Section must describe the 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 ICR Core Team's specific requirements. The ICR Core Team shall have the authority and access to modify, enhance, delete and replicate all non-proprietary source code. Proprietary components must be identified with supporting documentation such as license restrictions, copyright, patent, or similar intellectual property documentation.

2) Interface Plan

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

3) Testing Plans

Develop Test Plans, Test Data, and Test Scripts. 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 ICR System is evaluated, prioritized, and tested. The Contractor, in cooperation with the ICR Core Team, shall develop test scripts and data to be used for testing all required System 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 Releases to be delivered. The Contractor shall develop Unit and System Test Plans, execute the testing in an appropriate environment, and report in writing on all tests and results. The plan must assume Unit and System Testing has validated the ICR System configuration and all planned system interfaces. The Contractor shall, in its Unit Testing Plan, specify releases 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:

- i. Entrance criteria (criteria that must successfully be met before testing can occur).
- ii. Exit criteria (criteria that must successfully be met before testing is considered complete).
- iii. How UAT scripts and use cases will be developed and finalized.
- iv. How testing will occur (classroom set up, number of users per class, preparatory materials to conduct training, and the role of the Contractor and 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 NDOT. The ICR Core Team, and OCIO to develop the appropriate combinations of transactions and transaction levels to test the System. The Performance Tests shall test, at a minimum:

- i. Response time
- ii. Resource utilization
- iii. Overall system performance
- iv. Scalability of the following components:
 - Application software
 - Servers
 - Interfaces
 - Network
 - Database Management System (DBMS)

d) Vulnerability Test Plan

The Contractor shall prepare a Vulnerability Test Plan to address the security requirements of the System and certify by signature the System is compliant with State security requirements (<http://nitc.nebraska.gov/standards/2-201.html>). The Contractor shall interpret all results, review them with NDOT, and schedule a meeting to present recommendations to NDOT to address any security issues. These requirements must accommodate [NITC](#) requirements as defined by the State.

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 the software is capable of operating on different hardware, operating systems, applications, and network environments.

g) Integration Test Plan

The Contractor shall prepare an Integration Testing Plan which describes the approach the Contractor will take for integration testing. Integration testing shall demonstrate the successful integration of the System with external systems. External systems include, but not limited to, those systems identified in Appendix A, ICR Requirements Traceability Matrix.

4) Release Plan

The Contractor shall provide a written Release Plan which describes the overall approach for this project. NDOT will not limit a bidder and resulting Contractor to a preferred deployment approach: big-bang or phased deployment may be proposed. Bidders are required to justify the type of deployment approach and provide examples to justify the reasoning.

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 ICR Core Team prior to the implementation of described activities.

The Release Plan shall describe how the system will be divided into multiple releases and the order the releases will be deployed.

The Release Plan shall include at a minimum:

- a) A description of each release
- b) Functionality of each release
- c) Relationship between and dependencies on other releases
- d) Description of each sub-release
- e) Approach to data synchronization
- f) Approach to roll back in case of a release failure

Multiple releases may be in progress at the same time. Given the size and complexity of the project, the ICR Core Team anticipates functionality deployed in the earlier releases may be impacted by functionality developed in later releases. The Release Plan and overall approach to each release shall address this need. The Release Plan shall be updated and maintained over the course of Segment 2 Perform Implementation of this project.

5) 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) to include a detailed outline to explain the training role and, System and training experience.
- b) Identification of equipment to be used, and how it complies with the ICR Core Team 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) Recommended training materials (presentations, handouts).
- g) The Contractor shall include recommendations on how a train-the-trainer program may be utilized.
- h) The Contractor shall recommend the number of classes, the number of web-based training modules, and the number of sessions necessary to sufficiently train System users.
- i) The Contractor shall include a detailed training schedule which shall contain the delivery schedule for all training.

The ICR Core Team reserves the right to accept or alter the Contractor's recommendations.

6) Knowledge Transfer and Turnover Plan

The Contractor shall prepare a plan which describes how knowledge will be transferred throughout the project and turnover of the System for support to Omaha Police Department including technical and support staff, or to NDOT and OCIO staff if the state assumes ownership of the ICR upon completion of the project.

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 ICR Core Team'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 ICR Core Team's staff has the knowledge and tools necessary to support the System.

J. SEGMENT 2: PERFORM IMPLEMENTATION

Contractor is responsible for meeting all requirements of the Contract and all plans listed under Segment 1 Project Planning and Management. The Contractor will provide the necessary software licenses, software architecture, limited hardware, system interfaces, and the professional services necessary to implement a solution that supports required business processes, workflow, outcomes, and fulfilling the requirements of this RFP. Contractor shall incorporate input from ICR Core Team's Project Team regarding screen design and workflow; provide frequent demonstrations to ICR Core Team's Project Team; provide training to the System users; and, lead and conduct all solution testing.

The Contractor must propose a deployment strategy. NDOT will not limit a bidder and resulting Contractor to a preferred deployment approach: big-bang or phased deployment may be proposed. If a bidder proposes a phased deployment approach, it must be supported by detailed information on how the solution will operate in parallel, while keeping data synchronized in real-time or near real-time with the existing CID through full system deployment.

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

1. 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 Appendix A, ICR Requirements Traceability Matrix.

The Gap Analysis shall be used to facilitate project planning and business and technical requirements gathering. 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 ICR Core Team. The approach for the Gap Analysis shall include, but not be limited to:

- a. Identification of NDOT, OCIO, ICR Core Team, and Contractor staff positions required to participate.
- b. Description of how information-gathering sessions will be conducted.
- c. Organization of the analysis.
- d. Description of how the degree of required change will be quantified or categorized.
- e. Description of how results and conclusions will be presented to the ICR Core Team.

Reporting: The Gap Analysis Report shall be presented to the ICR Core Team and updated throughout the project as continued analysis occurs. Revisions to the Gap Analysis Report shall be provided to the ICR Core Team.

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

Upon review and acceptance of the Gap Analysis Report by the ICR Core Team, any gaps agreed upon by ICR Core Team would trigger the Change Management process (Section V.L).

2. Update Appendix A, ICR Requirements Traceability Matrix

Based on the results of the Gap Analysis, the Contractor shall update Appendix A, ICR Requirements Traceability Matrix. Each functional and technical requirement will be updated with a preliminary statement of how it will be met. Appendix A, ICR Requirements Traceability Matrix will be updated throughout the project by the Contractor as required functionality is tested or demonstrated. Appendix A, ICR Requirements Traceability Matrix will be considered complete when all testable and demonstrable requirements have been satisfied.

3. Build ICR System

The Contractor shall be responsible for designing, configuring, customizing, and otherwise developing the ICR System software solution in accordance with the requirements set forth in Appendix A, ICR Requirements Traceability Matrix. The development shall adhere to the details of the Release Plan. The Contractor shall deliver a test-ready ICR System consistent with the Release Plan.

If the design or construction of the ICR System 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 written approval from NDOT prior to the deployment of each release.

4. Build Interfaces

The Contractor shall be responsible for the design and development of interfaces and data exchanges identified in Appendix A, ICR Requirements Traceability Matrix.

5. Build System Integrated Help Function

The Contractor shall create, populate, and maintain an integrated help system to assist users during a transaction. At a minimum, the Integrated Help shall allow for context-sensitive help to link directly to an electronic version of the System User

Guide and NDOT vehicle entry 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, 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.

6. 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 during each release), 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 on the new ICR System. The Contractor shall obtain approval from the ICR Core Team before test plans are executed; The ICR Core Team reserves the right to expand the test plan with additional test cases or requirements. The Contractor is responsible for conducting the following:

a. Complete Unit Testing

The Contractor shall complete unit testing as the ICR System is configured. Unit testing must validate the configuration activities for each release successfully meeting the ICR Core Team requirements before the ICR Core Team begins User Acceptance Testing (UAT). Upon completion of Unit Testing, the Contractor shall conduct release walkthrough sessions demonstrating to the State and ICR Core Team how the functions of the ICR 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 ICR Core Team.

b. Complete System Testing

The System Test shall demonstrate the successful operation of the ICR System and all releases which are tested separately in unit testing work together. The Contractor shall ensure the new solution is fully usable, functioning, processing data correctly, and working as required. System Testing will focus on testing the entire System without integration to external systems. External systems may be represented by sub-interfaces as appropriate and approved by the ICR Core Team. As releases of the new System are completed, each shall undergo a System test cycle.

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

- 1) All functions and capabilities of the System performed as required.
- 2) Installation of software (if applicable).
- 3) Conversion of data and Easy Street Draw templates.
- 4) System, data, and application security.
- 5) Backup and recovery operations.
- 6) Accuracy of documentation, manuals, and training materials.
- 7) Response time and 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.

c. Complete User Acceptance Test (UAT)

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

The Contractor shall provide support to the ICR Core Team for UAT. This includes the preparation of the testing environment; preparation of test data; management and support of testing tools and defect tracking system; and support tracking and documenting any defects or issues.

The Contractor shall train the ICR Core Team staff who participate in the testing effort on how to use the test tools.

The ICR Core Team has the final determination of acceptance of UAT.

UAT shall verify, at a minimum, the following:

- 1) All functions and capabilities perform as required.
- 2) Successful simulation of a business day for each business unit run in concert.
- 3) Installation of software (if applicable).
- 4) Integration with all external systems.
- 5) System, data, and application security.
- 6) Accuracy of documentation, manuals, and training materials.
- 7) 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 in writing by the ICR Core Team.

d. Complete Performance Testing (Volume and Stress).

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. Refer to Section V., K., 3. Service Level Agreement (SLA) for acceptable performance requirements.

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 ICR Core Team to develop the appropriate combinations of transactions and transaction levels to test the System.

The Performance Tests shall test, at a minimum:

- 1) Response time.
- 2) Resource utilization.
- 3) Overall system performance.
- 4) Scalability of the following components:
 - a) Application software
 - b) Servers
 - c) Interfaces
 - d) Network
 - e) Database Management System (DBMS)

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.

e. Complete Integration Testing

Integration testing shall demonstrate the successful integration of the System with external systems. External systems include, but are not limited to, those systems identified in Appendix A, ICR Requirements Traceability Matrix. By the end of the Integration test phase, the Contractor shall demonstrate all defects and performance issues that have been fixed consistent with the agreed-upon approach.

f. Complete Vulnerability Testing

The Contractor shall run all tests with guidance from and in coordination with NDOT, ICR Core Team, and OCIO staff. The Contractor shall interpret all results, review them with the ICR Core Team and schedule a meeting to present recommendations to the ICR Core Team to address any security issues. Additional scans may be required to be conducted as determined by the ICR Core Team.

g. Complete Regression Testing

The compatibility and continued reliability of existing releases shall be regression tested prior to the deployment of all new releases. 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.

h. Complete System Compatibility Testing

As appropriate, the scope of testing shall include all functionality and capabilities of the new System. Testing shall also include testing the compatibility of the System with the legacy systems in any way in which they may need to coexist. Testing shall ensure the systems will operate in parallel while keeping data synchronized in real-time or near real-time with the existing ICR System.

i. Complete Compatibility Testing

As appropriate, the scope of testing shall include all functionality and capabilities of the new System. Testing shall ensure the software is capable of operating on different hardware, operating systems, applications, and network environments.

7. Test Approach

The Contractor's testing approach shall include users early and often; starting in the requirement gathering stage and continuing throughout the design, development, testing, and move to production stages of this RFP, and satisfy the following general requirements:

a. 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 System is tested for satisfying anticipated production conditions including transaction volumes, peak loads, and security requirements as described throughout this RFP.

b. Resolve Defects

The Contractor, NDOT, ICR Core Team, 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 ICR Core Team has the final determination of which defects, of any classification, must be fixed prior to deployment.

c. 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.

8. Statistical Sampling of Tests

The ICR Core Team requires all requirements of the System be effectively tested. The ICR Core Team will consider the use of statistical sampling for Performance Testing only. With the exception of Performance Testing, the ICR Core Team will not approve a test plan which calls for a statistical sampling of test cases.

9. Testing Requirements – Tools and Systems

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

a. 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.

A three (3) tier testing environment for Development, Demonstration (DEMO) and Quality Assurance (QA) must be established at a minimum. Additional testing environments are at the sole discretion of the Contractor and should be set up if the Contractor's solution requires them.

b. 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 project. 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 the ICR Core Team's staff so they may participate productively in the testing process.

c. Defect Tracking System

The Contractor shall provide a defect tracking system to track all System problems. 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 ICR Core Team for all reports and tracking/reporting processes.

10. Complete Appendix A, ICR Requirements Traceability Matrix

The Contractor will finalize and provide the updated and completed Appendix A, ICR Requirements Traceability Matrix to the ICR Core Team providing the results of all UAT, describing how each functional and technical requirement was met, what scripts tested each functional and technical requirement, and defects identified/corrected.

11. Conduct Training

In-person training shall be required for the individuals listed in this section, at a Contractor selected locations in Nebraska at the Contractors expense. The Contractor is responsible for all aspects of a training program including education of end-users (statewide locations, number dictated by the law enforcement agencies in the training location selected by the Contractor. The number of law enforcement trains must meet the law enforcement needs and locations), and technical staff (between 5 – 15 individuals – training at an NDOT location in Lincoln, NE or in Omaha at an Omaha Police Department location or both locations) in the new system, including its design, maintenance, usage, operation, and support. Training scope includes all System functions, sub-system functions, reports, and interfaces as documented in Appendix A, ICR Requirements Traceability Matrix.

At a minimum, for all training identified in this RFP, the Contractor shall:

- a. Conduct training activities through the completion of the warranty period.
- b. Develop and update training courses and supporting materials necessary to meet training needs for implementation and ongoing operation of the System.
- c. Develop, maintain, store, produce, update, and distribute all training materials.
- d. Establish a series of training courses (i.e., a curriculum) and tools for measuring comprehension to show successful completion and demonstration of competence in appropriate aspects of the System.
- e. Manage training courses, provide needed training equipment, set up and breakdown training equipment (if applicable) and manage course registrations for training.
- f. Track the status and completion of training. Provide status documentation to the ICR Core Team within ten (10) calendar days following each training course.
- g. Update and effectively communicate updates to training materials and training courses, especially as defects and workarounds are identified, and incremental functionality is deployed.
- h. Develop metrics and mechanisms for evaluating the effectiveness of the training classes and overall training process. Implement changes as a result of the information gathered.
- i. Develop tools and mechanisms for populating and refreshing training data to create training data representative of the current production System data.
- j. Develop training mechanisms allowing for multiple concurrent sessions of the same training class/training session.

- k. Continually update training materials, training databases, and logical environment to remain in sync with the production environment as enhancements are built into the System and new releases are deployed.

If appropriate, the Contractor shall provide training to the ICR Core Team for any specialized tools utilized for the development of documentation, as-needed and as described in #19 below in this section.

12. User Training Roles

At a minimum, the Contractor shall develop all materials, planning, and processes to train the following types of users of the System. The Contractor shall perform all training of the following roles through completion of the warranty period as-needed. In-person training shall be required for the individuals listed in this section, at an NDOT location in Lincoln, NE or in Omaha at an Omaha Police Department location or both locations.

- a. ICR Core Team Business Process Staff: The Contractor shall train the ICR Core Team business process staff to effectively and proficiently execute the functions of the System as they relate to internal NDOT, law enforcement functions. The training shall include tools to measure that they are properly trained to operate the System (between 15–40 individuals).
- b. ICR Core Team Technical Staff: The Contractor shall train the State and law enforcement technical staff regarding the tools and architectural information necessary for them to support, maintain, and enhance the System. See Knowledge Transfer for further details (between 5–15 individuals).
- c. End Users (law enforcement entities): The Contractor shall train the end-users to effectively and proficiently execute the functions of the System. The training shall include tools to measure whether end users are being properly trained (Law enforcement locations, number dictated by the law enforcement agencies in the training location selected by the Contractor. The number of law enforcement trains must meet law enforcement needs and locations)
- d. Train-the-Trainers: The Contractor shall perform train-the-trainer programs to enable a core group of ICR Core Team trainers to obtain a very high level of System competency. The Contractor shall include, as part of its planning, sufficient time, additional class days, and access to the System for trainers to become proficient with the System (between 5-10 individuals).
- e. Additional user types/roles may be identified during the course of the implementation. The ICR Core Team and Contractor shall assume some flexibility will be required to adjust the training plan and corresponding training materials as necessary to account for this.

13. Establish Training Environments

The Contractor shall plan, establish, and manage all training environments sufficient to support all types of training necessary for the entire project (Design through Production) as defined by the ICR Core Team. The support furnished by the Contractor for training environments shall include access management for users, training environment data refresh, and release deployments.

At a minimum, the Contractor shall establish and manage the following for training environments:

- a. The Classroom training environment(s) shall:
 - 1) Be kept up to date with planned production releases.
 - 2) Support at least two (2) concurrent, in-person (classroom) classes/training sessions for the same course.
- b. Sandbox training environment to support informal training on the System after completing classroom training. The Sandbox environment shall:
 - 1) Allow users to access training from office computers on the ICR Core Team's networks.
 - 2) Allow users to practice entry, data querying, and data visualization.
 - 3) Have unique logins to support activity tracking.
 - 4) Be "near-latest" or the current version of System code to show any last-minute design changes which may happen between classroom training and deployment.
 - 5) The Contractor shall release practice exercise worksheets to include when the Sandbox Environment is updated. These worksheets shall reflect changes to the System from their classroom training so users learn about functionality changes before deployment.
- c. Training data shall:
 - 1) Be sufficient to allow multiple users to be trained at the same time.
 - 2) Be realistic to scenarios experienced by users.

Training environments 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 vehicle crash entry).

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 documents/manuals and tools, and train the ICR Core Team designated representatives on how to update and refresh the training environment/database. These documents/manuals will be used by the ICR Core Team trainers when preparing classes beyond the warranty period.

The Contractor is responsible for providing the ICR Core Team with login and access requirements associated with training.

14. Train-the-Trainer Program

Train-the-trainer shall be the model for courses delivered to end-users. The Contractor shall hold separate train-the-trainer classes for a core group of five (5) to ten (10) ICR Core Team trainers. The ICR Core Team trainers will provide training to staff during rollout, provide new hire training after rollout, and audit training classes. Train-the-trainer sessions shall be designed to allow the ICR Core Team trainers to obtain a high level of system competence. This may be accomplished through more detailed instruction, more class days, or more hands-on time.

The Contractor shall provide annotated trainer versions of the course materials and exercise books that describe the flow of the lecture and the corresponding demonstrations.

15. Training Attendance and Activity Reports

The Contractor shall provide an automated method for recording course completion, trainee competency, and tracking attendance for all courses identified in #12 User Training Roles above.

Provide reports containing course completion, training competency and attendance to the ICR Core Team within ten (10) calendar days following each training course.

Activity reports from the Sandbox Environment shall be provided bi-weekly and shall include the following:

- a. Number of times a user logged in
- b. Duration of the login session
- c. Location and timestamp of the login session
- d. Number of reports completed in a session
- e. Type of transactions completed in a session (i.e. data entry, location marking, data querying, etc.)
- f. Number of actions (i.e. data entry, location marking, data querying, etc.) started but not completed in a session
- g. Number of errors generated in a session
- h. Type of actions (i.e. data entry, location marking, data querying, etc.) which generated errors
- i. Type of action (i.e. data entry, location marking, data querying, etc.) started but not completed
- j. Individual and global reports displaying the above activity

16. Deliver Training Documents

The Contractor shall create training manuals, quick reference materials, and other educational materials to aid all users in the learning process identified in #12 User Training Roles above.

- 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 the ICR Core Team staff.
- c. Training materials shall describe the ICR Core Team business and system processes, utilizing the State, and Law Enforcement terminology.
- d. Training materials shall be branded for NDOT and Law Enforcement
- e. NDOT 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 NDOT and/or Omaha to update.

17. Conduct Knowledge Transfer and Turnover Activities

The Contractor shall ensure the ICR Core Team Support and Technical Staff is able to support the System in accordance with the terms of System Maintenance. Knowledge transfer is an ongoing process that goes beyond classroom training.

- a. The Contractor shall develop an approach to include non-classroom knowledge transfer for the support and technical staff. Knowledge transfer will supplement formal training and allow support and technical staff to exercise formally learned information through participation in the project.
- b. The Contractor shall monitor the effectiveness of knowledge transfer to the support and technical staff throughout the project. The Contractor shall provide monthly progress reports to the ICR Core Team Project Administrator and the ICR Core Team Project Manager.
- c. 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 ICR Core Team time to ensure the staff has the necessary skill sets.
- d. Knowledge transfer to the support and technical staff should specifically include:
 - 1) A working knowledge of the new environment.
 - 2) A working knowledge of all technical and functional matters associated with the System, its architecture, data files structure, interfaces, batch programs, and hardware or software tools utilized in the performance of this contract.
 - 3) Documentation which lists and describes all hardware, if applicable, and software tools utilized in the performance of this contract.
 - 4) A working knowledge of various utilities and corollary software products used in support and operation of the System.

18. Deployment of System

Upon successful completion of all testing and training, the Contractor will deploy the System according to the Contract, Scope of Work, and Project Management Plan. The Contractor will ensure adequate staff, as agreed upon in the Release Plan (Section V.I.1.h.4), are available both on-site and remotely to support the deployment. The Contractor will ensure adequate staff, as agreed upon, are available on-site in Lincoln, Nebraska and Omaha, Nebraska for a minimum of five (5) business days following the deployment. NDOT reserves the right to extend on-site support at the time of deployment for issues categorized as Critical or Serious, defined in the Service Level Agreement.

- a. NDOT will accept the deployment of the System upon resolution of all critical, serious, high, and medium issues, defined in the Problem Escalation Procedure section V, G, as determined by the ICR Core Team.

19. Deliver System Documentation

The Contractor shall develop and provide the manuals described below in an electronic format. The Contractor shall provide to the ICR Core Team any specialized tools utilized for the development and maintenance of the manuals.

The Contractor shall maintain and update the manuals through the end of the warranty period. The ICR Core Team will maintain and update the manuals after completion of the warranty period.

a. System 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 ICR Core Team 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.

The Systems Operations Manual shall include at a minimum:

- 1) Database models with explanations of key relationships
- 2) Security protocols and user administration
- 3) Interface protocols
- 4) System Configuration Processes
- 5) Troubleshooting
- 6) Other relevant administration sections needed to maintain the Contractor's architecture

b. System User Manual(s)

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

- 1) Overview and purpose of the function
- 2) Prerequisites for initiating the function (crash key, county, crash date, etc.)
- 3) Steps to complete the function
- 4) Expected output upon completion
- 5) Common alternative workflows with references to the appropriate section of the user manual(s)

20. 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 NDOT offices in Lincoln, Nebraska unless otherwise agreed to by NDOT. The Contractor shall prepare an agenda for the meeting and distribute to all attendees at least forty-eight hours prior to the meeting.

21. Document Lessons Learned and Complete Project Close Out Report

The Contractor shall survey or by other means ask an agreed-upon number of 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 initial scope, schedule and cost. NDOT, ICR Core Team, and Contractor will mutually agree upon the format of the Project Close Out Report.

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

Ownership of the Contractor's solution will transfer to the Omaha Police Department at the beginning of this period; additional agencies/users will be added throughout this portion of the contract as described above under A.1 Project Overview/Objective. Contractor shall price accordingly in Appendix C – Cost Proposal Sheet Forms A-F.

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

1. Warranty Services

The warranty period shall last a minimum of 18 months following the date of system acceptance of deployment of the System as defined in the Scope of Work and Appendix A Requirements Traceability Matrix.

Contractor shall honor the warranty on all software and hardware of the Solution.

The support hours of operation will require Contractor to support personnel with System questions or issues. Support shall be available 12 hours a day (7 am through 7 pm central time), Monday – Saturday, excluding the following holidays:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Arbor Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Christmas Day

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

- a. Managed services: Any software provided must be supported by the Contractor according to Service Level Agreement.
- b. Problem-based consultative support (commonly known as help desk support or technical support): The Contactor is required to assist or provide technical consultative support to State users based on a level of degree of severity.
- c. Training: The Contractor is required to provide training to State Technical Staff and Train-the-Trainers as described in Section 2 above for the System and enhancements or significant system updates.
- d. Software Updates: Contractor is responsible for providing updates to all software it provides, as warranted, including patches, hotfixes, and version updates.
- e. Maintaining compliance with NITC Standards.

The ICR Core Team will work with the Contractor as needed for any off-hour/after-hours necessary upgrades and testing to the System as part of any upgrades during the maintenance period of the contract.

2. Maintenance Services

Maintenance for system software will commence on the day following the expiration of the Warranty period.

The support hours of operation will require the Contractor to support personnel with System questions or issues. Support shall be available 12 hours a day (7 am through 7 pm Central Time), Monday – Friday, excluding the following holidays:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Arbor Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Christmas Day

The ICR Core Team will work with the Contractor as needed for any off-hour/after-hours necessary upgrades and testing to the System as part of any upgrades during the maintenance period of the contract.

Maintenance shall include the following services:

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

3. Service Level Agreement (SLA)

The Service Level Agreement (SLA), as stated, is required to support and sustain the Modernized ICR System. This SLA shall be in effect upon contract start date and remain in effect until superseded by a revised SLA mutually agreed to by NDOT, Omaha Police Department, and Contractor at the time of contract renewal(s), or upon the termination or expiration of the contract. If a revised SLA cannot be agreed upon by both parties, the most current SLA shall remain in effect. No revision(s) of the SLA shall impact any costs of the System. 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 NDOT or Omaha Police Department of Service Level Agreement Credit (SLA Credit) set forth below. The parties agree assessment of a SLA Credit shall be construed as compensation to NDOT for the Contractor's failure to timely deliver the contracted services or required quality of service.

a. Severity levels to support and sustain the ICR System

The following severity levels 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 at the sole discretion of the NDOT or Omaha Police Department.

LEVEL DEFINITION

No.	Severity Level	Level Definition	Response Time	Resolution Time
1	Critical	System is completely unusable and/or unavailable.	Within 15 minutes of support request.	1) 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	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.	After the deployment of the System: 24 hours
3	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.	After the deployment of the System: 120 hours
4	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.	After deployment of the System; Timeframe as agreed upon by NDOT and Contractor.

REQUIREMENT DEFINITION

No.	Service Level Req.	Requirement Definition	Response Time	Resolution Time
1	Ticket Confirmation and updates	Confirmation of service request and update to each support ticket or action taken.	1) Confirmation: Within 15 minutes of support request. 2) Update: Within 24 hours of action.	As per the identified SLA severity or issue.
2	Contractor owned and licensed software	Software and operating system owned and licensed by the Contractor on the State owned server hardware or as SaaS.	Within 15 minutes of support request.	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
3	User Interface Software	Items included may be desktop clients and web applications.	Within 15 minutes of support request.	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

SYSTEM METRIC

NDOT Omaha Police Department In its sole discretion shall categorize any and all errors. Any categorizations by NDOT or Omaha Police Department shall be final and in the best interest of NDOT or Omaha Police Department.

No.	Service Level Requirement	System Metric	Required System Response
1	System Response Time- Absolute	Monthly average System response time shall average one (1) 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	100% of System responses to be < 1 second.

No.	Service Level Requirement	System Metric	Required System Response
		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.	
2	System Response Time- Hours of Operation	Monthly average System response time during hours of operation serving customers (The System shall be operational every calendar day of the year and 24 hours every day.) 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 #3, 4, 5, and 6. 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.	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.	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.	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.	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 #4 and 5 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.	95% of System responses to be 10 seconds.
7	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.	System shall be available >99.9%

4. Service Level Agreement Credit (SLA Credit)

If the Contractor fails to meet an SLA requirement (Definition, Response Time and/or Resolution Time) within the allotted timeframe it will result in a credit to the yearly maintenance cost(s)/licensing fee/hosting cost(s) payable to the NDOT or Omaha Police Department, based on ownership of the ICR at time, and reflected as a credit on the following year's invoice. Such credit is calculated by applying the applicable Allocated SLA Credit percentage to the Yearly Installment Fee. NDOT or Omaha Police Department may deduct such SLA Credit from any money payable to the Contractor for the upcoming service year. The applicable SLA and corresponding credits have been identified in the table below. At the end of the contract term, any outstanding deductions will be billed to the Contractor as an invoice.

Example calculation of an Allocated SLA Credit: If the yearly maintenance cost(s)/licensing fee/hosting cost(s) were \$100,000 and one SLA did not meet the required resolution time within the year, with an applicable 2% Allocated SLA Credit, the credit to the following year's invoice would be \$2,000, and NDOT would pay a net yearly maintenance cost(s)/licensing fee/hosting cost(s) of \$98,000 for the upcoming service year.

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.

The reductions will be cumulative for each missed service requirement. In the result of a catastrophic failure affecting the entire System, all affected SLAs shall be credited to NDOT or Omaha Police Department. 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 SLA Credit will be enacted, per a yearly basis, at the sole discretion of NDOT or Omaha Police Department based on ownership of the ICR. NDOT or Omaha Police Department will notify the Contractor within 90 days of the current years' service billing date if NDOT or Omaha chooses to execute the SLA credits for the upcoming service year. NDOT or Omaha Police Department will track the monthly accessed credits and apply them to the yearly maintenance cost(s)/licensing fee/hosting cost(s).

The following SLA Credits for the ongoing support and maintenance of the system shall apply:

DEFINITION

No.	Severity Level/Service Level Requirement	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	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%
3	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%
4	Low	A System change which would improve the performance, efficiency, or usability of the System but does not require immediate attention.	NA	NA
5	Ticket Confirmation and Updates	Confirmation of service request and update to each support ticket of action taken.	Measure and report only	NA
6	Contractor owned and licensed software	Software and operating system owned and licensed by the Contractor on the State owned server hardware or as SaaS.	Dependent on the Severity Level identified	1%, unless identified as a low severity level.
7	User Interface Software	Items included may be desktop clients and web applications.	Dependent on the Severity Level identified.	1%, unless identified as a low severity level.

REQUIREMENT DEFINITION

No.	Service Level Requirement	Requirement Definition	SLA Credit	SLA Credit per every 24 hours past the SLA Response and Resolution Time
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,	5%	1%

No.	Service Level Requirement	Requirement Definition	SLA Credit	SLA Credit per every 24 hours past the SLA Response and Resolution Time
		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.		
2	System Response Time- Hours of Operation	Monthly average System response time during hours of operation serving customers (The System shall be operational every calendar day of the year and 24 hours every day. 7:00 a.m. – 6:00) 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 #3, 4, 5, and 6). 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%
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.	5%	1%
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.	1%	1%
5	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%
6	Parameter-based report response time	System maximum response time for any report other than those set forth in SLA's #4 and 5 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	1%	1%

No.	Service Level Requirement	Requirement Definition	SLA Credit	SLA Credit per every 24 hours past the SLA Response and Resolution Time
		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.		
7	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%

5. Escalation Procedures for Unmet SLA's

The Contractor shall provide the contact information for the individual(s) to be contacted by NDOT or Omaha Police Department, if an SLA 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 NDOT or Omaha Police Department immediately, and request approval within the designated resolution time.

6. Monitoring and Reporting of SLA's Credits

The success of the SLA depends fundamentally on the ability to measure performance accurately, ensuring credible and reliable information is available and provided to NDOT or Omaha Police Department.

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 NDOT or Omaha Police Department. The Contractor shall provide NDOT or Omaha Police Department with the following reports and tools regarding the provided SLA services:

a. Performance Metric Tool

The Contractor shall implement and make available to NDOT or Omaha Police Department such System tools, and procedures necessary to:

- 1) Measure, monitor, and verify Contractor's and/or subcontractor's performance of the SLA requirements.
- 2) Submit reports as indicated on a monthly and annual basis with sufficient detail to verify compliance with the SLA requirements.
- 3) Provide NDOT or Omaha Police Department access to measurement and monitoring systems, tools, and procedures.

b. 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 NDOT or Omaha Police Department. The monthly report will be provided within (ten) 10 calendar days following the last day of each month.

c. Annual Service Level Agreement Report

The Contractor shall provide to NDOT or Omaha Police Department, on a scheduled annual basis, a report to show the annual SLA response and resolution times and services, and meet annually with NDOT or Omaha Police Department to review the following:

- 1) Service level results
- 2) Delivery process
- 3) Improvements in the System delivery process
- 4) Status of outstanding failures, errors, and System issues

- 5) Possible improvements or other revisions to the service levels

d. Application Log Files

- 1) Incorporation of system error and performance logging and auditing.
 - a) Contractor shall provide NDOT or Omaha Police Department with requested access to the system log, auditing files, and processes.
 - b) The Contractor shall provide NDOT or Omaha Police Department with requested access to the system log, auditing files, and processes within 48 hours after request – except when said request is made and the time period of delivery would fall on a weekend or holiday. In this instance, the Contractor will provide the requested access within the allotted time minus the previously mentioned exceptions.
 - c) Access to the requested system will be done by NDOT or Omaha Police Department employees from the original sources and not from a copy of the original file.

L. 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 F Change Management Hourly Rates in Appendix C Cost Proposal Sheet for the hourly rates to be used in Change Management.

1. Natural 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 State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. 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.

3. Fixed Hourly Rates

NDOT requires the Contractor to address Change Management tasks and activities.

- a. Hourly rate for Change Management must be included on Form F in Appendix C Cost Proposal Sheet for the proposed solution.
- b. Invoices must clearly identify the change project, the staff involved and the hourly rate established in the RFP response.

M. DELIVERABLES

Project deliverables are provided in this section. Deliverables require the written approval of NDOT with the completion of a DAF for each deliverable, will provide for measuring project progress, and may provide the basis for payment to the Contractor for each pay point.

Deliverables
Segment 1: Project Planning and Management
1. Proposal and RFP Review Meeting
2. Project Kick Off Meetings
No Payment Available (1-2)
3. Project Management Plan (including sub-plans)
a. Scope and Change Management

Deliverables
b. Master Project Schedule and Schedule Management
c. Resource Management Plan
d. Communications Management
e. Risk and Issue Management
f. Meeting Management
Payment Point (3. a-f)
4. Status Meeting and Reports
a. Weekly Core ICR Team Status Meetings
b. Weekly ICR Project Team Meetings
c. Monthly Executive Support Team Meetings
d. Bi-Weekly Written Status Reports
e. Project Tracking
No Payment Available (4. a-e)
5. Initial Problem Escalation Procedure (PEP)
No Payment Available (5)
6. System Implementation/Performance Project Planning and Management Plans
a. Design and Technical Architecture Document
b. Interface Plan
Payment Point (6. a-b)
c. Testing Plans
i. Unit and System Test Plan
ii. User Acceptance Test Plan
iii. Performance Test Plan
iv. Vulnerability Test Plan
v. Regression Test Plan
vi. Compatibility Test Plan
vii. Integration Test Plan
Payment Point (6. c. i-vii)
d. Release Plan
e. Training Plan
f. Knowledge Transfer and Turnover Plan
Payment Point (7. d-f)
Segment 2: Perform Implementation Deliverable
1. Conduct Gap Analysis
2. Develop Gap Analysis Report
No Payment Available (1-2)
3. Initial Update Appendix A, ICR Requirements Traceability Matrix
4. Build ICR System
5. Build Interfaces
6. Build System Integrated Help Function
Payment Point (3-6)
7. Conduct Testing

Deliverables
a) Complete Unit Testing
b) Complete System Testing
c) Complete User Acceptance Testing
d) Complete Performance Testing
e) Complete Integration Testing
f) Complete Vulnerability Testing
g) Complete Data Conversion Testing
h) Complete Regression Testing
i) Complete System Compatibility Testing
j) Complete Compatibility Testing
Payment Point (7. a-j)
8. Test Approach
a) Perform Integrated Performance Tests in an Environment Identical to Production
b) Resolve Defects
c) Document and Report Test Results
No Payment Available (8. a-c)
9. Testing Requirements – Tools and Systems
a) Establish Multiple Testing Environments
b) Defect Tracking System
No Payment Available (9. a-b)
10. Complete ICR Requirements Traceability Matrix
Payment Point (10)
11. Conduct Training
a. Establish Training Environments
b. Train-the-Trainer Program
c. Training Attendance and Activity Reports
d. Deliver Training Documents
Payment Point (11. a-d)
12. Conduct Knowledge Transfer and Turnover Activities
No Payment Available (12)
13. Deployment of System
a. ICR System
b. Software License(s)
Payment Point (13. a-b)
14. Deliver System Documentation
a. Systems Operation Manual
b. Systems User Manuals
Payment Point (14. a-b)
15. Project Close Out
a. Meeting
b. Project Close Out Report
Payment Point (15. a-b)

Deliverables
Segment 3: Warranty, Maintenance, and Service Level Agreement
1. Warranty Services (18 month Maintenance Period, begins after Solution Acceptance)
Payment Point (1)
2. Maintenance Services (Payable Yearly after 18 month period of Warranty expires) Payment Points
a. Maintenance Year 3 – Annual Cost
b. Maintenance Year 4 – Annual Cost
c. Maintenance Year 5 – Annual Cost
d. Additional Agency Setup Cost (per Agency)
e. Annual Cost Per User
Payment Points
3. Escalation Procedures for Unmet SLAs (Contact Information)
No Payment Available (3)
4. SLA Monitoring and Reporting
a. Performance Metric Tool
b. Monthly Service Level Agreement Status Report
c. Annual Service Level Agreement Report
No Payment Available (4)

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. REQUEST FOR PROPOSAL FORM

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

The RFP for Contractual Services form should be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award.

Bidders must utilize the ICR Requirements Traceability Matrix (Appendix A) and the Additional Requirements Bidder Response Matrix (Appendix B) to provide responses to requirements. In Appendix B, the "Bidder Response" section shall be used to respond and reference attachments in the Matrix (e.g. audited financial reports and statements).

Further, Sections II through VII must be completed and returned with the proposal response.

2. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder 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 Contractor(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 ten (10) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder 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 twenty-four (24) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

g. CONTRACT PERFORMANCE

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

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

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

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

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

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

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this RFP. 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 RFP 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.

3. TECHNICAL APPROACH

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

- a. Completed Appendix B Section 2 Technical Approach:
 - i. Understanding of the project requirements;
 - ii. Project Management Approach;
 - iii. Gap Analysis Approach;
 - iv. Training Approach;
 - v. Testing Approach; and
- b. Completed Appendix A Requirements Traceability Matrix.

VII. COST PROPOSAL REQUIREMENTS

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

The bidder must use the State's Cost Proposal template contained in this RFP, *Appendix C (Forms A-F)*.

THE STATE'S COST PROPOSAL TEMPLATE AND ANY OTHER COST PROPOSAL SUBMITTED WITH ANY PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.

A. PRICING SUMMARY

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

The State reserves the right to review all aspects of 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.

B. PRICES

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

Form A
Contractor Proposal Point of Contact
Request for Proposal Number 209-20

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

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

Each Contractor should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the Contractor'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	
Contractor Name:	
Contractor Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

-REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

CONTRACTOR MUST COMPLETE THE FOLLOWING

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

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

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

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

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

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

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