

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

<b>REQUEST FOR PROPOSAL NUMBER</b>	<b>RELEASE DATE</b>
RFP R220-23	June 20, 2023
<b>OPENING DATE AND TIME</b>	<b>PROCUREMENT CONTACT</b>
July 11, 2023 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 R220-23 for the purpose of selecting a qualified Contractor to provide a Motorist Assist Program (MAP). 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 three (3) years commencing upon execution of the contract by the State and the Contractor (Parties). The Contract includes the option to renew for four (4) additional one (1) 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.

In the event that a contract with the awarded bidder(s) is cancelled or in the event that the State needs additional contractors to supply the solicited services, this RFP may be used to procure the solicited services for up to eighteen (18) months from the date the Intent to Award is posted, provided that 1) the solicited goods or services will be provided by a bidder (or a successive owner) who submitted a bid pursuant to this RFP, 2) the bidder's proposal was evaluated, and 3) the bidder will honor the bidder's original proposal, including the proposed cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:  
<https://das.nebraska.gov/materiel/bidopps.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 Request for Proposal, and the awarded bidder's proposal and response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov> And [https://www.nebraska.gov/das/materiel/purchasing/contract\\_search/index.php](https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php).

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

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

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

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

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

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## GLOSSARY OF TERMS

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

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

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

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

**Amendment:** A written correction or alteration to a document.

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

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

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

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

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

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

**Business:** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

**Business Day:** Any weekday, except State-recognized holidays.

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

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

**Change Order:** Document that provides an addendum and/or 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.

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

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

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

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

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

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

**Contractor:** An individual or entity lawfully conducting business in the State, or licensed to do so, who seeks to provide goods or services under the terms of a written Request for Proposal.

**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.

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

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

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

**Evaluation:** The process of examining an offer after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

**Evaluation Committee:** Individuals selected by the requesting agency for the evaluation of proposals (offers made in response to written Request for Proposals).

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

**Foreign Corporation:** A foreign corporation that was organized and chartered under the laws of another state, government, or country.

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

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

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

**Mandatory/Must:** Required, compulsory, or obligatory.

**May:** Discretionary, permitted; used to express possibility.

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

**Non-Responsive Proposal:** Any proposal that does not comply with the requirements of the Request for Proposal.

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

**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.

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

**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:** Bidder's response to a written Request for Proposal.

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

**Protest/Grievance:** A complaint about a governmental action or decision related to a Request for Proposal or resultant contract, brought by a bidder who has submitted a proposal response by the opening date and time in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

**Release Date:** The date of public release of the written Request for Proposal to seek offers.

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

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

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

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

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

**Should:** Expected; suggested, but not necessarily mandatory.

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

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

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

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

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. § 87-502(4)).

**Trademark:** A word, phrase, logo, or other graphic symbol used by a manufacturer or contractor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

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

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

**Work Day:** See Business Day.

## ACRONYM LIST

**ACH** – Automated Clearing House

**ANSI** – American National Standards Institute

**AVL** – Automated Vehicle Locator

**BAFO** – Best and Final Offer

**CM** – Contract Manager

**COI** – Certificate of Insurance

**DAS** – Department of Administrative Services

**GPS** – Global Positioning System

**LED** – Light-Emitting Diode

**MAP** – Motorist Assist Program

**MUTCD** – Manual on Uniform Traffic Control Devices

**NDOT** – Nebraska Department of Transportation

**NSP** – Nebraska State Patrol

**OSHA** – Occupational Safety and Health Administration

**PMP** – Performance Measurement Plan

**RFP** – Request for Proposal

**SHRP2** – Strategic Highway Research Program

**SOC** – State Operations Center

**SOP** – Standard Operating Procedures

**SPB** – State Purchasing Bureau

**I. PROCUREMENT PROCEDURE**

**A. GENERAL INFORMATION**

The Request for Proposal is designed to solicit proposals from a qualified bidder who will be responsible for providing a Motorist Assist Program (MAP) at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Proposal instructions, and Cost Proposal Requirements may be found in Sections II through VI.

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

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

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

**RFP Number:** R220-23  
**Name:** Brandy Henke  
**Agency:** Nebraska Department of Transportation  
 Operations Division  
  
**Mailing Address:** PO Box 94759  
*(USPS delivery)* Lincoln, NE 68509-4759  
  
**Physical Address:** 5001 S. 14<sup>th</sup> Street  
*(all other deliveries)* Lincoln, NE 68512  
  
**Telephone:** (402) 479-4328  
  
**E-Mail:** [NDOT.OperationsProcurement@nebraska.gov](mailto:NDOT.OperationsProcurement@nebraska.gov)

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

The following exceptions to these restrictions are permitted:

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

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

**C. SCHEDULE OF EVENTS**

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

Schedule of Events		
ACTIVITY		DATE/TIME
1.	Release RFP	June 20, 2023
2.	Last day to submit written questions	June 28, 2023
3.	State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/bidopps.html">http://das.nebraska.gov/materiel/bidopps.html</a>	June 30, 2023
4.	Proposal Opening Location: Nebraska Department of Transportation Operations Division 5001 S. 14 <sup>th</sup> Street Lincoln, NE 68512	July 11, 2023 3:00 PM Central Time
5.	Review for conformance to RFP requirements	July 11, 2023
6.	Evaluation period	July 12 – July 18, 2023
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Notification of Intent to Award" to Internet at: <a href="https://das.nebraska.gov/materiel/bidopps.html">https://das.nebraska.gov/materiel/bidopps.html</a>	TBD
9.	Contract finalization period	TBD
10.	Contract award	TBD
11.	Contractor start date	TBD



**D. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the Nebraska Department of Transportation and clearly marked "RFP Number R220-23; Motorist Assist Program Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

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

Questions should be submitted via email to [NDOT.OperationsProcurement@nebraska.gov](mailto:NDOT.OperationsProcurement@nebraska.gov). It is recommended that bidders submit questions using the following format:

RFP Section Reference	RFP Page Number	Question

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

**E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS**

All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf> This should 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 an ethical violation has been committed, which includes, but is not limited to:

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

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

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

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

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

**H. PRICES & COST CLARIFICATION**

Discount and Price provisions are discussed in Section II. E. & F. The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component indicates a significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

**I. SUBMISSION OF PROPOSALS**

Bidders 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 bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Bidder 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 bidder'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 bidder'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 for Contractual Services" form must be signed manually in ink or by DocuSign and returned by the proposal opening date and time along with the bidder's Request for Proposal and any other requirements as stated in the Request for Proposal document in order for the bidder's Request for Proposal response to be evaluated.

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

It is the responsibility of the bidders 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: <https://das.nebraska.gov/materiel/bidopps.html>.

Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-conforming.

The State shall not incur any liability for any costs incurred by bidders 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 charts, diagrams and the like may be on foldouts 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 Bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

**J. PROPOSAL PREPARATION COSTS**

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

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

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

1. Rejection of a bidder's proposal,
2. Withdrawal of the Intent to Award,
3. Withdrawal of the Award,
4. Negative documentation regarding Vendor Performance,
5. Termination of the resulting contract,
6. Legal action; and
7. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation. Such period to be within the sole discretion of the State.

**L. PROPOSAL CORRECTIONS**

A bidder 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.

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.

**M. LATE PROPOSALS**

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be considered non-responsive. The State is not responsible for proposals that are late or lost regardless of cause or fault.

**N. PROPOSAL OPENING**

The opening of proposals will be public, and the bidders 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. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

#### O. 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 manually in ink or by DocuSign;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview (Attachment A MAP Requirements Matrix, Form A.1);
4. Completed Sections II through VI;
5. Completed Technical Approach (Attachment A MAP Requirements Matrix, Forms A.2-A.6); and
6. Completed State Cost Proposal (Attachment B).

#### P. EVALUATION COMMITTEE

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

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

#### Q. EVALUATION OF PROPOSALS

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

1. Corporate Overview may include, but is not limited to:
  - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
  - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
  - c. whether the bidder can perform the contract within the specified time frame;
  - d. the bidder's historical or current performance; and
  - e. such other information that may be secured and that has a bearing on the decision to award the contract.

\*\* In evaluating the corporate overview, the State may consider, past experiences with the vendor, references, the State's record of the vendor which may include, but is not limited to Vendor Performance Notices, Vendor Improvement Requests, vendor performance reports, and any information related to the vendor's historical or current character, integrity, reputation, capability, or performance with the State or a third-party.
2. Technical Approach (Attachment A MAP Requirements Matrix, Forms A.1-A.6); and,
3. Cost Proposal (Attachment B).

**Neb. Rev. Stat. § 73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone.** When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

**Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in (a) of this paragraph and (ii) the management and daily business operations of the business are controlled by one or more persons described in (a) of this paragraph. Any contract entered into without compliance with this section shall be null and void.**

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. § 73-107 and has so indicated on the Request for Proposal cover page under "Contractor must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the contractor within ten (10) business days of request:

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

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

**R. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS**

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

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

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

**S. BEST AND FINAL OFFER**

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

The State reserves the right to conduct more than one BAFO or to not offer every bidder an opportunity to submit a BAFO. If requested by the State, the BAFO must be submitted on the BAFO Cost Proposal form and in accordance with the State's instructions. Failure to submit a requested BAFO or failure to submit a BAFO in accordance with the State's instructions may result in rejection of the bidder's entire proposal response. BAFOs may be scored and ranked by the Evaluation Committee.

**T. REFERENCE AND CREDIT CHECKS**

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

**U. AWARD**

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

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

The Request for Proposal does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at: <https://das.nebraska.gov/materiel/bidopps.html>

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

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

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

**W. 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.

**X. RESIDENT BIDDER**

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

**II. TERMS AND CONDITIONS**

**Bidders should complete Sections II through VI as part of their proposal.** Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the Request for Proposal, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this Request for Proposal. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder’s commercial contracts and/or documents for this Request for Proposal.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder’s proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

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

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

**A. GENERAL**

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

1. The contract resulting from this Request for Proposal shall incorporate the following documents:
  - a. Request for Proposal, including any attachments and addenda;
  - b. Amendments to the Request for Proposal;
  - c. Questions and Answers;
  - d. Bidder’s properly submitted proposal, including any terms and conditions or agreements submitted by the bidder; and
  - e. Amendments and Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment or Addendum to the executed Contract with the most recent dated amendment or addendum having the highest priority, 2) Amendments to the Request for Proposal, 3) Questions and Answers, 4) the original Request for Proposal document and any Addenda or attachments, and 4) the Contractor’s submitted Proposal, including any terms and conditions or agreements submitted by the that are accepted by the State.

For the avoidance of doubt, unless otherwise explicitly and specifically agreed to in writing by the State, the State’s standard terms and conditions, as executed by the State and, shall always control over any terms and conditions or agreements submitted or included by the Contractor.

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

**B. NOTIFICATION**

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

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

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

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

**C. BUYER’S REPRESENTATIVE**

The State reserves the right to appoint a Buyer's Representative to manage or assist the Buyer in managing the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the bidder 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 (Nonnegotiable)**

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. DISCOUNTS**

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

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**

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

Prices submitted on the cost proposal form shall remain fixed for the first (1) year of the contract. Any request for a price increase subsequent to the first (1) year 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 NDOT a minimum of 60 days prior to the end of the current contract period. Documentation may be required by the State to support the price 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. BEGINNING OF WORK & SUSPENSION OF SERVICES**

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

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

The State may, at any time and without advance notice, require the Contractor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Contractor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Contractor with written notice that such performance or deliverables may resume, in whole or in part.

**H. AMENDMENT**

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

**I. CHANGE ORDERS OR SUBSTITUTIONS**

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

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

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

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

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

**J. RECORD OF VENDOR PERFORMANCE**

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

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or Request for Proposal specifications. In addition to other remedies and



options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Vendor Performance Notice"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Vendor Improvement Request"). The Vendor shall respond to any Vendor Performance Notice or Vendor Improvement Request in accordance with such notice or request. At the sole discretion of the State, such Vendor Performance Notices and Vendor Improvement Requests may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity.

**K. CORRECTIVE ACTION PLAN**

If Contractor is failing to meet the Scope of Work, in whole or in part, the State may require the Contractor to complete a corrective action plan ("CAP"). The State will identify issues with the Contractor's performance and will set a deadline for the CAP to be provided. The Contractor must provide a written response to each identified issue and what steps the Contractor will take to resolve each issue, including the timeline(s) for resolution. If the Contractor fails to adequately provide the CAP in accordance with this section, fails to adequately resolve the issues described in the CAP, or fails to resolve the issues described in the CAP by the relevant deadline, the State may withhold payments and exercise any legal remedy available.

**L. NOTICE OF POTENTIAL CONTRACTOR BREACH**

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

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

**M. BREACH**

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email to the contractor's point of contact with acknowledgement from the contractor, Certified Mail - Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

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

**N. NON-WAIVER OF BREACH**

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

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

**O. SEVERABILITY**

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

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

**P. INDEMNIFICATION**

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

**1. GENERAL**

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

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

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

**3. PERSONNEL**

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker’s compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor’s and their employees, provided by the Contractor.

**4. SELF-INSURANCE**

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. 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. §§ 81-8,239.01 to 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 state law and accepts liability under this agreement only 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.

**Q. ATTORNEY'S FEES**

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

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

**R. ASSIGNMENT, SALE, OR MERGER**

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

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

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

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

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(3), 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.

**T. FORCE MAJEURE**

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

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event") that was not foreseeable at the time the Contract was executed. 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.

**U. CONFIDENTIALITY**

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

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

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**V. EARLY TERMINATION**

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
2. Notwithstanding anything to the contrary, the NDOT shall have the option to terminate the contract for default, at its discretion, if it is dissatisfied with the Contractor's Program Management Plan or elements within the Program Management Plan.
3. Unsatisfactory conduct by the Contractor's employees or failure to provide a suitable replacement shall be grounds for suspension and/or termination of the contract.
4. Violation of any requirement listed under Section V. Project Description and Scope of Work, H. 3. Conduct shall constitute grounds for immediate removal of employee, and/or cancellation of this contract.
5. The State, in its sole discretion, may terminate the contract, in whole or in part, 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.
6. The State may terminate the contract, in whole or in part, immediately for the following reasons:
  - a. if directed to do so by statute,
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business,
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court,
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders,
  - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor,

- f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code,
- g. Contractor intentionally discloses confidential information,
- h. Contractor has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

**W. CONTRACT CLOSEOUT**

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

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

1. Transfer all completed or partially completed deliverables to the State,
2. Transfer ownership and title to all completed or partially completed deliverables to the State,
3. Return to the State all information and data unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures,
4. Cooperate with any successor Contractor, person, or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Contractor, person, or entity with the transfer of information or data related to this contract,
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

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

**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

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

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

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

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

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

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

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

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law,
3. Damages incurred by Contractor's employees within the scope of 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 bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

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

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

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

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

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

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means

the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed United States Attestation Form should be submitted with the Request for Proposal response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required, and the Contractor may be disqualified, or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

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

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

**D. COOPERATION WITH OTHER CONTRACTORS**

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

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

**E. PERMITS, REGULATIONS, LAWS**

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

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

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

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

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

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

**G. INSURANCE REQUIREMENTS**

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

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within 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 contactors’ employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker’s Compensation and Employer’s Liability Insurance for all of the Subcontractor’s employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers’ Compensation and Employer’s Liability Insurance for Nebraska employees.

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

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this



contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

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

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

### 3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, via email, 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  
[NDOT.OperationsProcurement@nebraska.gov](mailto:NDOT.OperationsProcurement@nebraska.gov)

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

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

### 4. DEVIATIONS

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

**H. ANTITRUST**

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

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

**I. CONFLICT OF INTEREST**

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

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

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

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

**J. STATE PROPERTY**

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

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

**K. SITE RULES AND REGULATIONS**

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

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

**L. ADVERTISING**

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

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

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

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

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

**N. DRUG POLICY**

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

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

**O. WARRANTY**

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

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

**P. TIME IS OF THE ESSENCE**

Time is of the essence with respect to Contractor's performance and deliverables pursuant to this Contract.

**IV. PAYMENT**

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

Pursuant to Neb. Rev. Stat. § 81-2403, “[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 (Nonnegotiable)**

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

**C. INVOICES**

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. All invoices must include, but not be limited to: <sup>1</sup> the contract number, <sup>2</sup> a unique invoice number, <sup>3</sup> the Contractor's name and address, <sup>4</sup> date the invoice is being submitted, <sup>5</sup> detailed list of completed deliverables for payment, <sup>6</sup> dates deliverables were conducted or completed, <sup>7</sup> any additional supporting documentation as requested.

Invoices shall be sent to: Nebraska Department of Transportation  
 Operations Division  
 Attn: Michelle Weigel  
 PO Box 94759  
 Lincoln, NE 68509-4759  
[michelle.weigel@nebraska.gov](mailto:michelle.weigel@nebraska.gov)

The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

**D. INSPECTION AND APPROVAL**

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

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

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

**E. PAYMENT (Nonnegotiable)**

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 (Nonnegotiable)**

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 (Nonnegotiable)**

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

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

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 RFP 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 (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

## V. PROJECT DESCRIPTION AND SCOPE OF WORK

The Bidder should provide the following information in response to this solicitation within Attachment A - MAP Requirements Matrix.

### A. PROJECT OVERVIEW

The Nebraska Department of Transportation (NDOT) is seeking a qualified Contractor to provide the Motorist Assist Program (MAP) services in the NDOT District 2 Omaha Metro area. The goal of the contract is to provide services free to the public, which includes prompt, courteous and skillful motorist assistance.

The Motorist Assist Program (MAP) shall be defined as follows and the following requirements shall apply to the subsequent contract:

1. Provide assistance to motorist(s) involved in a crash;
2. Change flat tires;
3. Provide battery jump-starts;
4. Provide up to two (2) gallons of fuel to motorists enabling them to reach the closest fueling location;
5. Assist motorists with mechanical failures and perform minor repairs where feasible;
6. Perform limited assessments (e.g., checking fuel, battery, and obvious deficiencies);
7. Provide a cell phone to motorists to make calls for assistance or make calls on behalf of the motorist (upon request); and
8. Provide bottled drinking water for motorist health and safety.

### B. BUSINESS REQUIREMENTS

Contractor shall have experienced personnel and past performance of work very similar in nature. Contractor shall demonstrate the ability to maintain the resources to operate the motorist assistance service. Contractor shall complete the corresponding **Corporate Overview section in Attachment A – MAP Requirements Matrix, Form A.1.**

Contractor shall be responsible for providing motorist assistance services as designated by NDOT. Contractor shall provide all appropriate personnel, supervision, expertise, vehicles, equipment, materials, parts, licenses, supplies, and incidentals necessary to ensure effective completion of all services. All services shall be performed in a professional manner and in the best interests of the traveling public.

Contractor shall comply with all [OSHA](#), general industry and applicable construction standards. The Contractor shall comply with all Nebraska DOT and [MUTCD](#) standards for traffic control.

### C. MAP PLANNING - DUE WITH RFP RESPONSE (Attachment A – MAP Planning Matrix, Form A.2)

#### 1. Initial Program Management Plan

Essential to the success of the project is a solid program plan and the management of that plan. The bidder shall prepare an Initial Program Management Plan to be submitted with the RFP Response. The bidder shall develop a viable Initial Program Management Plan according to industry standards and best practices that meet contractual requirements for successful implementation activities.

The Initial Program Management Plan shall include a clear and efficient plan for managing the Motorist Assist Program and providing the services required in this RFP. The plan shall address the same activities as the Detailed Program Management Plan, including the overall management approach and methodology to accomplish the work of each element as shown below under D. DETAILED PROGRAM MANAGEMENT PLAN, but with less detail. Bidder shall respond to the following requirements in *Attachment A – MAP Planning Matrix, Form A.2*, providing a summary of approach and methodology for each of the following elements:

- a. Management Strategy
- b. Standard Operating Procedures Development
- c. Performance Measurement Plan
- d. Staffing Plan
- e. Employee Retention Plan
- f. Vehicle Maintenance Plan
- g. Training Plan

#### 2. Initial Training Plan

The bidder shall provide a proposed training plan detailing the strategy and methodology for providing training and support of MAP Operators. The plan shall include the Bidder's approach for providing training sessions, the specific types of training, training materials, and on-going support to successfully produce capable personnel with the capacity to achieve the objectives and goals of the management plan and thereby affect the intended outcome of the program.

- a. The training plan shall detail the types of training and estimated number of training sessions that will comprise the program curriculum, and shall include at a minimum flagging, Traffic Incident Management, and Incident Command System.
- b. The training plan shall address the need for training and the approach for providing training and support for MAP Operators.
- c. The training plan shall address the training materials and how they will be provided to MAP Operators.

- d. The training plan shall address the bidder's approach for conducting additional on-going training as required.

#### **D. DETAILED PROGRAM MANAGEMENT PLAN**

Program Management is on-going for the duration of the entire contract period; a comprehensive plan covering all aspects of the Motorist Assist Program. The Contractor shall develop, manage, and execute the detailed program management plan according to management best practices. The primary objective of program management is to plan, manage, and control the completion of all requirements and deliverables. Contractor shall submit a Detailed Program Management Plan within fifteen **15** business days after contract award.

The Detailed Program Management Plan shall include, without limitation, a detailed description of the requirements, training, and deliverables. It will be a living document and updates will be made as needed. Either the NDOT or the Contractor can propose modifications to the Detailed Program Management Plan during the contract period. The NDOT reserves the right to add, delete, and/or modify any of the requirements with a minimum thirty (30) days' notice and the Contractor's mutual agreement. (Also see Section II. Terms and Conditions, I. Change Orders or Substitutions).

In consideration of the development process for the submittals required below in Standard Operating Procedures Development, Performance Measurement Plan, Staffing Plan, Employee Retention Plan, Vehicle Maintenance Plan, and Training Plan, the Contractor shall plan for the NDOT's response to each draft submittal to occur within fifteen **15** business days. The Contractor should also anticipate a minimum of two (2) initial draft submittals to achieve final working acceptance by the NDOT in order to proceed.

Any updates to the Detailed Program Management Plan shall require the prior approval of the NDOT. Unless otherwise agreed in writing by the NDOT, changes to the Detailed Program Management Plan shall not relieve the Contractor from liability to the NDOT for any damages resulting from the Contractor's failure to perform its obligations under the contract.

In the event the Contractor requires additional time to correct deficiencies, the Program requirements shall not change. In the event of a delay, the Contractor must immediately notify the NDOT in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of the Contractor or NDOT causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected impact on the program.

Notwithstanding anything to the contrary, the NDOT shall have the option to terminate the contract for default, at its discretion, if it is dissatisfied with the Contractor's Program Management Plan or elements within the Program Management Plan. (See also Section II. Terms and Conditions, V. Early Termination).

It is required that the Contractor will collaborate with the NDOT to maintain an integrated Detailed Program Management Plan for all program related activities on an ongoing basis and identify issues that affect deliverables.

The Detailed Program Management Plan shall include the following sub-sections 1-7:

##### **1. Management Strategy**

- a. A description of the management and organization of the program, an organization chart, identification of key staff and their responsibilities and identification of the resources to be used in fulfilling the requirements of the contract.
- b. A description of the planning and reporting methods to be utilized, both for use within the Contractor's staff and externally to the State.
- c. A description of the Contractor's approach and methodology.
- d. Anticipated start dates for required activities.
- e. How operations, general issues, and problems are communicated to the State.
- f. Document the Program Management Plan submittal and approval process.
- g. Document the invoice submission, verification, and approval process.
- h. A section on communications that addresses how the Contractor will communicate program status, issues, and updates with the NDOT and SOC.
- i. Reports and record keeping
- j. Media coordination
- k. Meeting attendance

##### **2. Standard Operating Procedure Development**

Contractor shall work with the NDOT to develop Standard Operating Procedures (SOP) for the MAP Operator services. These procedures shall be developed based on the NDOT MAP services RFP requirement. The Contractor shall provide the NDOT with a final version of the SOP within sixty days of award for review and approval.

### **3. Performance Measurement Plan (PMP)**

Contractor shall work with the NDOT to develop a performance measurement plan which will measure both the Contractor's performance in managing and providing MAP services. Performance plan will be developed and submitted to the NDOT for review and approval within thirty **30** calendar days after award of contract. Once the PMP has been approved by the NDOT, it will be considered final and will be the basis for performance measurement reporting for the duration of the contract.

Contractor shall work with the NDOT to determine the appropriate means in which the performance measurement data will be collected. This information shall also be included in the PMP approved by the NDOT. Either the NDOT or the Contractor can propose modifications to the performance Measurement Plan during the contract period. The NDOT reserves the right to add, delete, or modify any of the performance measures with a minimum thirty (30) days' notice and Contractors mutual agreement.

#### **a. MAP Service Performance Measures**

The performance measures established for the MAP Services shall reflect the requirements established in this RFP or as proposed by the Contractor and approved by the NDOT.

#### **b. Traffic Operations Performance Measures**

The NDOT is committed to achieving the requirements, goals, and objectives:

- 1) For a Real-Time System Management Information Program set forth in 23 CRF 511 (formerly SAFETEA-LU Rule 1201);
- 2) For performance management goals set forth in [MAP 21 Legislation](#); and
- 3) For improving travel time reliability ([SHRP2](#)).

Contractor shall work with the NDOT to determine which metrics are selected for inclusion in the PMP.

### **4. Staffing Plan**

The Contractor shall develop and deliver a Staffing Plan within fifteen **15** business days after award of contract.

Contractor shall develop and maintain a MAP Staffing Plan. The Staffing Plan shall be reviewed and approved by the NDOT on a quarterly basis. NDOT reserves the right to review and reduce or increase the frequency of the Staffing Plan as the NDOT deems necessary. NDOT may direct adjustment to the MAP Staffing Plan based on workload. The Staffing Plan may be adjusted to accommodate increase and reduction of MAP services or operations.

The MAP Staffing Plan shall include staff functions as well as the minimum and maximum number of staff hours for specified operations coverage.

### **5. Employee Retention Plan**

Contractor shall develop and deliver an Employee Retention Plan within fifteen **15** business days after award of contract. It is the NDOT's objective to provide quality services in a quick and cost-effective manner. Retaining experienced trained employees will be critical to providing quality services and maintaining momentum toward achieving operation goals and objectives.

Contractor shall submit the proposed Employee Retention Plan to the NDOT Administrator to review and approval.

### **6. Vehicle Maintenance Plan**

Contractor shall develop and deliver a MAP Vehicle Maintenance Plan within fifteen **15** business days after award of contract. It is the NDOT's objective to maximize the reliability of the MAP service in all service areas and to keep vehicles in operation as much as possible.

The MAP Vehicle Maintenance Plan shall include the processes to be initiated for both preventative and reactive maintenance. This shall include, but not be limited to, the processes for reporting vehicle problems and documenting maintenance performed. The Maintenance Plan shall also document the Contractor's approach for ensuring that a minimum number of spare parts are readily available at all times so that there is not a delay in performing maintenance.

Contractor shall submit the proposed MAP Vehicle Maintenance Plan to the NDOT Administrator for review and approval.

### **7. Training Plan**

Contractor shall prepare and deliver a final MAP Training Plan within fifteen **15** business days after award of contract which provides for the training needs of MAP Operators. The training shall include the best practices utilized in previous training programs and will consider the needs of this specific RFP and the specified training requirements.

The Plan shall detail the types of training, estimated number of sessions to complete certification in each subject, annual certification, training materials, and on-going support; plan shall also detail training for new-hire employees during the contract period. Contractor's plan shall address on-going refresher training for staff when SOP's or other processes change.

Contractor shall submit the MAP Training Plan to the NDOT Administrator for review and approval.



## **E. CONTRACTOR CONTRACT MANAGER**

The Contractor shall provide a suitable, trained, qualified and experienced supervisory management level representative, Contract Manager (CM), as a primary point of contact for all contractual matters. Contractor should provide all contact information with their bid. The Contractor's CM shall be reliably available either by phone, email and/or in person, upon request by NDOT, to discuss contract requirements, performance, or other issues that need immediate attention. Contractor shall respond to the NDOT within two (2) hours of contact. Any deficiencies brought to the Contractor's or the Contractor's CM's attention must be corrected within two (2) calendar days or at a time agreed upon by NDOT. The Contractor's CM shall have the authority to receive and execute any instructions or directions from NDOT without delay and to properly supervise all personnel and to ensure the requirements, services, and duties as specified in the contract are met.

### **1. Contract Manager Responsibility**

The Contractor's Contract Manager is responsible for the overall success of the contract and for ensuring the timely delivery of all services and tasks associated with the contract. The specific items listed below shall regularly be addressed by the CM as well as any other that may arise during the contract period.

- a. Providing periodic updates to the Detailed Program Management Plan, as needed. Changes to the plan are subject to approval by the NDOT.
- b. Submitting monthly status reports in a file format approved by the NDOT.
- c. Coordination of contract resources and staff so that MAP objectives are met.
- d. Coordination of all required services, as required by the contract.
- e. Employ competent, skillful, and well-trained employee to do the work. Any employee that is incompetent, unfaithful, or disorderly, or refuses to carry out the provisions of the contract or uses threatening or abusive language or actions to any person, or is otherwise unsatisfactory, shall be immediately removed from the project and shall not be used again on the project without the consent on the NDOT Administrator.
- f. Responsible for all aspects of procurement, storage, replenishment, and consumables necessary to accomplish the services for the motorist assist program.

### **2. Meetings and Coordination**

#### **a. Meetings**

Contractor's CM shall be required to attend periodic operational, coordination and status meetings with the NDOT, Field Administrator and Law Enforcement which include, but are not limited to:

- 1) Participating in person at monthly contract meetings and as requested by the NDOT Administrator.
- 2) Participate in Omaha Metro Area Traffic Incident Management Meetings.

Meetings are anticipated to total approximately two (2) hours a month. Contractor will be expected to attend meetings via WebEx or in person depending on the needs of the NDOT. Contractor will be notified in advance of any meetings requiring in-person attendance. All costs associated with the Contractor attendance at the meetings will be at the Contractor's expense.

#### **b. Media Coordination**

As part of providing the MAP services, the NDOT may request the Contractor to participate in public outreach and media coordination efforts. These efforts include but are not limited to the following:

- 1) Contractor shall work with the NDOT in coordination with the NDOT Communications Division to promote dissemination of program information through our media partners. Contractor shall not release any information to broadcast, print or internet media prior to NDOT approval.
- 2) Contractor shall support requests from the media, including ride-along, forwarded to the Contractor by the NDOT.
- 3) Contractor shall also support development of program outreach information, including brochures, video, and other Public Safety Announcement materials, requested by the NDOT.

A minimum of six (6) media requests are anticipated per year. Contractor shall bring to the attention of the NDOT Administrator potentially negative reporting of the MAP from media partners or other known source within 24 hours of such observation.

## **F. MAP OPERATIONAL PERIODS**

### **1. Scheduled Work Hours**

MAP services shall be operational along all specified routes, excluding weekends and State Holidays, between the normal business hours identified below. The NDOT reserves the right to adjust the days and hours of operation to meet its needs.

#### Normal Business Hours

Monday-Friday, 6:00 AM – 7:00 PM

#### Peak Traffic Hours

Monday-Friday, 6:00 AM – 9:00 AM

Monday-Friday, 3:00 PM – 7:00 PM

#### Non-Peak Hours

Monday-Friday, 9:00 AM – 3:00 PM

Contractor shall have three (3) vehicles “In-Service” status during peak traffic hours; two (2) vehicles shall be “In-Service” status during non-peak traffic hours (\*\* 2 vehicles operational for 11 hours/each daily, 1 vehicle for 7 hours daily for a total of 29 hours per day)..

When a MAP Operator receives a request for service or assistance or observes a motorist in need of assistance near the end of the normal scheduled work hours, the Operator shall respond if the requested services are within normal duties. The NDOT will compensate the Contractor for the time required to provide services performed after the normal scheduled work hours at the standard hourly rate. In order to be compensated, the MAP Operator must notify the SOC that they are responding to a request and that it is nearing the end of shift. The SOC will authorize additional In-Service time to provide the necessary services. Only the amount of additional time outside the normal scheduled work hours authorized by the SOC will be paid. The MAP Operator shall document all required information within a daily log justifying the need for additional services beyond the normal scheduled work hours.

In addition, other patrols and duties may require that the Contractor provide services on weekend days and State Holidays (Refer to section V.G.3 – Additional Duties and Patrols).

The State holidays are as follows:

New Year’s Day	January 1*	Labor Day	First Monday in September
Martin Luther King, Jr. Day	Third Monday in January	Columbus Day	Second Monday in October
President’s Day	Third Monday in February	Veteran’s Day	November 11*
Arbor Day	Last Friday in April	Thanksgiving Day	Fourth Thursday in November
Memorial Day	Last Monday in May	Day after Thanksgiving	Friday following Thanksgiving
Juneteenth	June 19*	Christmas Day	December 25*
Independence Day	July 4*		

\*When the starred holiday falls on a Saturday, it shall be observed on the preceding day. When the starred holiday falls on a Sunday, it shall be observed on the following day.

## 2. MAP Service Status

The MAP Operator shall notify the SOC by phone or radio when beginning or ending his/her shift. *The MAP Operator shall also notify the SOC any time there is a change in status (i.e., In-Service Available, In-Service Not Available, and Out of Service).*

During the Operator’s shift, the Operator shall always be in one of the following three (3) statuses:

### a. In-Service Available Status

In-Service Available status is when Operators are in active patrol along their designated route. While on patrol, the Operator is generally expected to drive in continuous loops along the designated route.

### b. In-Service Not Available Status

In-Service Not Available status is when Operators are providing specified MAP services and not actively on patrol. The following activities/conditions may be classified as “In-Service Not Available Status”:

- 1) Stopped, providing on-scene traffic control
- 2) Stopped, providing on-scene motorist assistance

The MAP Operator shall notify the SOC of their “In-Service Not Available” status whenever attending to or performing the aforementioned activities.

### c. Out of Service Status – Not paid status

Out of Service status includes the following situations:

- 1) Rest/Restroom break
- 2) Lunch break
- 3) Personal medical emergencies (back-up vehicle should be activated at this time)
- 4) Equipment break-down (back-up vehicle should be activated at this time)

*Meals and breaks should be scheduled and/or managed by the Contractor to meet the minimum number of In-Service vehicle operations required in this section. Replenishment of supplies and fuel, and equipment repair shall be performed before or after the shift.*

## G. MAP SERVICE AREAS AND PATROL ROUTES

### 1. MAP Patrol Routes

Contractor shall provide MAP services along all routes identified in *Exhibit A – MAP Patrol Routes* as part of normal daily patrols. During the shift, MAP Operators shall continuously travel the designated patrol routes at a speed no greater than the posted speed limit. As stalled vehicles, crashes, debris occur and are observed, the MAP Operator shall attend to these events to reduce congestion and maintain safe operations.

## 2. Adjustment of Service Areas and Patrol Routes

At any time during the term of the contract, the NDOT reserves the right to adjust operating times or add and/or remove patrol areas/routes to better accommodate demand for the service and the needs of the NDOT.

- a. Any minor changes to routes, operation times, patrol areas and/or turnaround points will be provided to the Contractor in writing a minimum of seventy-two (72) hours prior to the effective date of the adjustment.
- b. Any major changes to the operation of MAP will be discussed with the Contractor and implemented upon the mutual acceptance of both the NDOT and the Contractor.

## 3. Additional Duties and Patrols

At the direction of the NDOT, MAP services, vehicles, equipment, and/or personnel may need to be temporarily reassigned to address special needs and activities in lieu of, or in excess of, the hours and days of operation stated in the section above. These special needs and activities may be planned or unplanned. In either case, the NDOT will compensate the Contractor for performing additional duties and patrols as directed by the Department utilizing the hourly rate bid. NDOT will not expect the Contractor to respond to a quantity of additional activities that are beyond the staffing and vehicle numbers required during normal operations.

### a. Other Patrols and Duties

Contractor shall provide services and/or reassign vehicles, equipment, and/or personnel in response to planned activities. The NDOT anticipates that the Contractor will have advanced notice. These patrols and duties shall include, but not be limited to:

- 1) Special events;
- 2) Athletic events;
- 3) Civic functions;
- 4) Patrolling work zones (outside normal routes);
- 5) Media events;
- 6) Public outreach;
- 7) Technical conferences; and
- 8) Educational tours.

### b. Unplanned Patrols and Duties

Contractor shall provide services and/or reassign vehicles, equipment, and/or personnel in response to unplanned activities and other emergencies.

## H. MAP OPERATOR REQUIREMENTS

The Contractor shall provide suitable, trained, and qualified personnel to provide the motorist assist program to the satisfaction of the NDOT. The minimum workforce is not specified; however, the Contractor must staff sufficient qualified personnel to perform all the duties and requirements as specified in this RFP. The Contractor shall be responsible for the behavior of employees in relation to the public at all times and shall take all necessary and appropriate steps to ensure that the employees conduct themselves in accordance with the requirements listed herein. Contractor shall provide proper supervision of and shall convey all NDOT policies and procedures to all personnel. NDOT reserves the right, at its sole discretion, to require the Contractor to reassign or remove any MAP Operators for any reason and request a suitable replacement. Unsatisfactory conduct by the Contractor's employees or failure to provide a suitable replacement shall be grounds for suspension and/or termination of the contract. Courtesy and professionalism are mandatory for all MAP Operators toward all motorists and passengers assisted.

### 1. Operator Qualifications

The following minimum requirements shall apply:

- a. Have a safe driving record and possess a current Class C driver's license;
- b. Operators must be at least 18 years old;
- c. Operators must have a minimum of a high school education or equivalent;
- d. Be subject to driving record and criminal background checks coordinated by the Contractor (see Section V.O. Criminal Background Investigation Policy);
- e. Be able to pass an annual random drug test arranged by the Contractor;
- f. Be able to lift 50 pounds; and
- g. Be able to communicate effectively in the English language, such communications shall be both verbal and written.

The NDOT reserves the right to disapprove any potential Operators if the requirements are not met. The Contractor shall submit the names and qualifications of all individuals that will operate MAP vehicles and receive NDOT approval prior to the individual operating the MAP vehicle.

MAP Operators are employees of the Contractor and are not employees of the NDOT. The Contractor shall be fully responsible for hiring and maintaining MAP employees who meet the qualifications. All costs to obtain required licenses, tests, records and/or checks shall be the Contractor's responsibility and at no additional cost to the State.

## 2. **Safety**

One of the primary purposes of the MAP program is to enhance safety on the defined patrol routes (see *Exhibit A – MAP Patrol Routes*). Each MAP Operator shall act as a model of safety to the general motoring public, displaying courteous driving behavior and safe operating procedures in all aspects of the program. MAP Operators will be required to exercise good, sound judgment in carrying out duties.

MAP safety guidelines include, but are not limited to:

- a. Inspect MAP vehicles at the beginning of each shift, and take action as required to ensure full compliance with all specification and requirements of this contract;
- b. Keep all communication devices on with the volume turned up to audible levels;
- c. Obey all traffic laws;
- d. Stop on the highway only to provide the services described in this RFP;
- e. When possible, record or report an incident prior to exiting the vehicle and providing assistance;
- f. When possible, work from the non-traffic side of the incident;
- g. Keep MAP Operators and others from spaces between emergency equipment/vehicles and other vehicles;
- h. Do not carry firearms or other weapons either on their persons or in the MAP vehicle;
- i. Use appropriate MAP vehicle lighting;
- j. Wear appropriate ANSI Class 3 safety vests and pants with reflective striping at all times while outside the MAP vehicle;
- k. Wear seatbelts and require seatbelts to be worn by any/all passengers at all times; and
- l. Comply with all applicable [OSHA](#) requirements.

The Contractor shall have an alcohol and drug program that includes, at a minimum, a drug and alcohol-free workplace policy, and an employee alcohol/drug-testing program. Operators are prohibited from operating any MAP vehicle within eight (8) hours of consuming alcohol. Any MAP Operator found working under the influence of drugs or alcohol shall be immediately removed from the MAP program by the Contractor. The Contractor shall be required to provide a qualified replacement Operator for the vehicle.

## 3. **Conduct**

The Contractor shall provide suitable, trained, and qualified personnel to perform all the duties and requirements. The minimum workforce is not specified; however, the Contractor must staff sufficient personnel with the qualified skills and experience to perform all the duties and requirements. The Contractor shall be responsible for the behavior of the employees in relation to the public at all times and shall take all necessary and appropriate steps to ensure that the employees conduct themselves in accordance with the requirements. Contractor will provide proper supervision for all MAP Operators and shall convey all NDOT policies and procedures to the MAP Operators. NDOT reserves the right, at its sole discretion, to require the Contractor to reassign or remove any MAP Operator for any reason and request a suitable replacement. Unsatisfactory conduct by the Contractor's employees or failure to provide a suitable replacement shall be grounds for suspension and/or termination of the contract.

The MAP Operator shall conduct themselves in a kind, courteous and professional manner while on-duty in dealing with any member of the public or representative of another agency. The Contractor and MAP Operator shall be responsible for adhering to the following:

- a. The use of tobacco products is not allowed at any time within a MAP vehicle, during motorist contact and/or while In-Service status.
- b. Offensive mannerisms or offensive language are not allowed.
- c. The Operator shall not charge any fees, accept any tips or gratuities for services provided.
- d. The Operator shall not recommend any towing service, mechanic, or repair/body shop.
- e. The Operator shall not recommend any legal service, lawyer, or medical facility.
- f. Each Operator shall carry a driver's license at all times when on duty.

Violation of any requirement listed above shall constitute grounds for immediate removal of employee, and/or cancellation of this contract.

## 4. **Operator Uniforms**

All MAP Operators shall have a common uniform, safety vests, protective shoes or boots, jackets, and rain gear. All outer clothing (e.g., jackets, vest, and rain gear) shall be reflectorized and meet ANSI Class 3 standards. Uniforms shall be presentable at all times. Uniforms, at a minimum, shall be identified with the Operator's name and the MAP title. Each Operator shall carry a driver's license and shall wear a MAP uniform which clearly identifies the individual as a MAP Operator of the Contractor who is contracted to provide MAP services for the NDOT.

Uniform design layout shall be approved by the NDOT. Logos, other advertising, or markings shall not be visible on any MAP clothing or equipment.

The Contractor shall furnish all MAP Operator uniforms and shall be responsible for all associated costs.

## 5. **Operator Appearance**

It is essential for the appearance of all MAP Operators to be neat, clean, and appropriate for purposes of interacting with the public. The Contractor shall institute reasonable appearance and grooming requirements designed to meet this objective. These requirements shall include, but not be limited to, the following:

- a. Contractor shall require the hair of employees to be neatly styled and trimmed, including any facial hair, if worn.
- b. Contractor shall direct employees while on duty to make every reasonable effort to conceal tattoos or other body art, and at no time while on duty shall any offensive tattoo or body art be visible (examples of offensive tattoos or body art would include, but not be limited to those which depict racial, sexual, discriminatory, gang-related, or obscene language).
- c. Contractor shall direct employees while on duty to refrain from wearing jewelry or personal ornaments on any part of the uniform or equipment. Jewelry, if worn around the neck, shall not be visible above the shirt collar. Contractor shall direct its employees to refrain from wearing any jewelry which could impose a safety issue. In addition, Contractor shall direct its employees that no visible body jewelry designed to be worn in the tongue, lip, nose, or eyebrow shall be permitted while on duty.
- d. Contractor shall not permit its employees while on duty to display body piercing or alteration, unless medically required, of the following type: tongue splitting or piercing, abnormal shaping of the ears, eyes, nose, or teeth, or branding or scarification.

Contractor shall take all reasonable steps to address any concerns NDOT may assert in the course of the contract in the event issues arise concerning the appearance of the Contractor's employees.

## I. **MAP VEHICLE REQUIREMENTS**

The Contractor shall provide and customize all MAP vehicles to perform the services under this contract. The MAP Vehicles must meet the specific detailed requirements listed herein and in *Attachment A – MAP Vehicle Requirements Matrix, Form A.3*. The Contractor is required to supply vehicles as specified, which are dedicated exclusively to performing these contracted services for the NDOT. All vehicles used to provide MAP Services shall be undamaged, in good working condition, free of rust, dents, deep scratches, cracked windshields, etc. and be approved by NDOT Fleet manager prior to use; each vehicle shall be capable of carrying all the equipment, tools, and accessories specified in this contract. Vehicles are not to be used for personal or other non-MAP related work of the Contractor. **All MAP vehicles shall be licensed with State of Nebraska plates.** Ensure each vehicle meets all Nebraska state laws and Federal Motor Vehicle Safety Standards.

### 1. **Primary MAP Vehicles**

The Contractor shall be required to operate a minimum of three (3) of primary MAP vehicles within the MAP service areas provided. Each MAP vehicle shall be identical to all others and white in color, equipment, and markings (except unique vehicle numbers) per requirements stated herein and as shown in *Exhibit B – Vehicle Appearance*.

Prior to a vehicle being placed into operation, the NDOT shall retain the right to inspect each designated MAP vehicle to ensure that it meets or exceeds specified requirements. The NDOT may initiate inspections at any time and may place vehicles out of service for failure to meet any requirement. Any deficiencies noted during these inspections will be corrected prior to the deficient vehicle being placed into operation. The NDOT shall approve all proposed vehicle specifications, configuration, appearance, and operation before vehicles are allowed to be placed In-Service.

### 2. **Back-up MAP Vehicles**

The Contractor shall be required to have at least one (1) back-up MAP vehicle available. In the event a primary MAP vehicle is out of service, Contractor shall be responsible for providing a replacement vehicle to provide uninterrupted service. Vehicle replacement and any other associated costs shall be the Contractor's responsibility. The back-up vehicle shall be identical to all other MAP vehicles.

The back-up vehicle must be In-Service status within thirty (30) minutes of the time a primary vehicle is taken out of service for any reason. The Contractor will not be paid for the time period that the contractually required vehicles are not in service unless there are extenuating circumstances that are reported to and approved by the NDOT.

### 3. **Vehicle Maintenance**

Vehicle maintenance shall be performed during non-service hours. MAP vehicle exteriors and interiors shall be kept neat and clean and shall be maintained in good working condition.

MAP Operators shall notify the SOC Manager and the Contractor's CM of any mechanical problems experienced with MAP vehicles immediately upon occurrence. Any vehicle experiencing mechanical problems during service must be removed from service and replaced if problems cannot be repaired or resolved within thirty (30) minutes of occurrence. The Contractor shall be proactive in performing vehicle maintenance so that vehicles are brought back into service as quickly as possible. The Contractor shall be required to notify the SOC Manager when a spare vehicle is brought in and removed from service.

The Contractor shall keep all MAP vehicles in safe working order and in a state of good repair. The Contractor shall be responsible for the cost of all repairs and/or maintenance of the MAP vehicles and shall coordinate the scheduled servicing and repairs. No maintenance and/or repair expenses shall be incurred by the State.

### 4. **MAP Vehicle Identification**

All MAP vehicles shall be an identical shade of white and bear the following vehicle retro reflective markings:

- a. "Motorist Assist Program" title
- b. NDOT logo
- c. Retro reflective striping
- d. Unique vehicle identification numbers
- e. Contractor's name in the phrase Nebraska DOT Motorist Assist Program provided under contract by (Contractor's name).

The NDOT logo is the foundation of Nebraska's brand. Contractor shall be capable of placing an approved NDOT logo on the required vehicles in accordance with the specifications herein. An electronic format logo will be provided upon start of the contract. Pre-production samples of print shall be provided to the NDOT for review within fifteen (15) days of the effective date of the contract.

Nebraska DOT Motorist Assist emblems/markings shall be placed on the driver and passenger sides of the vehicle. Additionally, the words "Motorist Assist" will appear in a mirrored fashion on the front bug deflector of the vehicle so that it can be easily read when approaching a motorist from the rear. The NDOT logo shall be placed on the driver and passenger sides of the vehicle and appear above the "Motorist Assist" title. Each vehicle shall also have retro reflective striping on the sides and rear of the vehicle. At least 50% of the rear vertical surface shall be equipped with a minimum 4 inch wide alternating yellow and red chevron retro-reflective striping sloping downward and away from the centerline of the vehicle at an angle of 45 degrees (per National Fire Protection Area requirements).

Each MAP vehicle shall also display a unique identification number on both the left and right front fenders, on the left and right side of the truck body, and on top of the roof. All MAP vehicle markings shall be maintained in a clean and readable condition throughout the Motorist Assist operation. All vehicle markings with the exception of the unique identification numbers shall be identical for each vehicle.

The NDOT shall approve the design and placement of all identification markings and color prior to the placement of the vehicle. The Department may require the addition/deletion of markings at any time during the life of the contract. While the Contractor shall be responsible of the procurement and cost to install all markings, any changes to markings once approved by the department shall be covered by the NDOT. Covering any vehicle identification markings shall be prohibited.

**a. Sponsorships**

The NDOT may seek sponsorships to fund MAP operations wholly or partially along any or all MAP routes. If sponsorships are identified during the contract period, the NDOT reserves the right to modify markings on the MAP vehicle. All costs associated with marking modifications to vehicle markings will be borne by the NDOT. The Contractor shall make vehicles available and transport them to facilities as requested by the NDOT. The Contractor is prohibited from seeking sponsorships.

**5. MAP Vehicle Detailed Requirements**

The MAP Vehicles must meet the specific detailed requirements listed herein and in *Attachment A – MAP Vehicle Requirements Matrix, Form A.3*.

Detailed vehicle requirements are as follows:

- a. Vehicle Requirements
- b. Engine
- c. Transmission/Rear Axle
- d. Charging and Cranking System
- e. Chassis
- f. Wheels and Tires
- g. Back-Up Alarm – Rear-Facing
- h. Cab Interior
- i. Vehicle Exterior
- j. Trailer Tow Package
- k. Utility Body
- l. Vehicle Accessories

**J. MAP VEHICLE EQUIPMENT REQUIREMENTS (Attachment A – MAP Vehicle Equipment Requirements Matrix, Form A.4)**

Each MAP vehicle shall be equipped with specific equipment, tools, services supplies and parts. All equipment, tools, service supplies and parts shall be stored in and on the MAP vehicle in a safe, secure, and organized fashion at all times. The Contractor shall provide no less than the equipment, tools, supplies and consumables identified herein.

Vehicle equipment requirements shall meet the specific requirements listed herein and in *Attachment A – MAP Vehicle Equipment Requirements Matrix, Form A.4*. Equipment requirements are as follows:

- 1. Air Compressor and Reservoir Tank
- 2. Inverter
- 3. Truck-Mounted Arrow Board
- 4. Amber Beacons – LED Light Bars

Additionally, each vehicle shall be **required** to have the following at a minimum:

**1. Tools, Supplies and Equipment**

- a. Towing straps rated at 3,000 pound minimum (2 each)
- b. Tie down straps and bungees – assorted lengths (6 each)
- c. Rope (100 feet)
- d. Extra highway safety vests (2 each); ANSI Class 3
- e. Unleaded gasoline (minimum 5 gallons) – in clearly labeled, approved fuel containers
- f. First aid kit (1 each)
- g. Eye wash kit (1 each)
- h. Fire extinguisher, 5-pound dry chemical ABC (2 each)
- i. Pry bar, minimum 36 inches in length (1 each)
- j. Sledgehammer (15 pound)
- k. Radiator water (10 gallons)
- l. 24-inch-wide street broom (1 each)
- m. Traffic cones, MUTCD compliant with retro reflective bands (12 each)
- n. Hydraulic trolley jack, 3-ton
- o. Hydraulic bottle jack, 8-ton
- p. Square-end shovel (1 each)
- q. Round-end shovel (1 each)
- r. Lug wrenches (metric and standard) to fit all vehicles (1 each)
- s. Hack saw (1 each)
- t. Air operated impact wrench with sockets to fit all vehicles, metric and standard (1 each)
- u. Large flashlight and spare batteries (1 set)
- v. Booster cables, 3-gauge copper wire with heavy-duty clamps and one end adapted to vehicle's power outlets, minimum 25 feet in length (1 set). Or lithium ion jump pack capable of starting small diesel engine
- w. Funnel, multi-purpose, flexible spout (2 each)
- x. Assortment of fuses, hose clamps, nuts, bolts, cotter pins, springs, etc.
- y. Lock out set
- z. Paper towel dispenser and hand cleaner
- aa. Trash can, 5-gallon
- bb. Trash bags
- cc. 5-gallon absorbent material for liquid spills (2 each)
- dd. Cooler for bottled water (1 each)
- ee. Drinking water in individual factory sealed bottles, minimum of twelve 16oz chilled bottles
- ff. 3 Way receiver trailer hitch with 1 and 7/8" ball, 2" ball, 2 and 5/16" ball
- gg. Clean Blankets
- hh. Oil/drip pan
- ii. Nebraska state maps, provided by NDOT (10 each)

**2. Advanced Warning Roll-Up or Collapsible Type Signage**

Signage shall be 48" wide with MUTCD compliant fluorescent pink background and black lettering and/or image; 1 each of the following:

- a. Be Prepared to Stop
- b. Emergency Scene Ahead
- c. Merge Left
- d. Merge Right

**3. 42" Traffic Cones**

**4. Toolbox**

Toolbox shall contain at a minimum all of the following:

- a. Screwdrivers: Standard 1/8, 3/16, 1/4, 5/16 (1 each, minimum)
- b. Screwdrivers: Phillips head #1 and #2 (1 each, minimum)
- c. Screwdrivers: Star driver (1 set)
- d. Needle nose pliers (1 pair)
- e. Adjustable rib joint pliers (1 pair)
- f. Adjustable wrench 8 inch (1 each)
- g. Adjustable wrench 12 inch (1 each)
- h. 1-pound hammer (1 each)
- i. 5-pound hammer (1 each)
- j. Rubber mallet (1 each)
- k. Electrical tape (20 yards)
- l. Duct tape (20 yards)
- m. Zip ties (50 various sizes)
- n. Tire pressure gauge (1 each)
- o. Mechanic's wire (25 ft. roll)

- p. Bolt cutters – 24" or larger (1 pair)
- q. Wire cutting pliers (1 pair)
- r. Complete set of open end and box wrenches (both metric and standard)

**K. GARAGE FACILITIES** (Attachment A – MAP Vehicle Equipment Requirements Matrix, Form A.4)

The Contractor shall identify the location(s) of secured garage facilities for storage of MAP vehicles. Garage facilities shall be located within a 30-minute drive time from the patrol routes.

**L. MAP TECHNOLOGY REQUIREMENTS** (Attachment A – MAP Technology Requirements Matrix, Form A.5)

Each MAP vehicle shall be equipped with communication equipment best able to provide constant communication and adequate service for the area covered by the contract (*see Exhibit A – MAP Patrol Routes*).

The Contractor shall be responsible for installing the wiring for each of these systems in a manner which is neat, organized, and has clear identifications. The Contractor shall be responsible for installing the necessary shielding to protect each system from interference from other systems.

Technology requirements shall meet the specific requirements listed herein and in *Attachment A – MAP Technology Requirements Matrix, Form A.5*.

Technology requirements are as follows:

1. Radios - Each MAP vehicle shall be equipped with a licensed radio Nebraska Statewide Radio System Motorola APX 4500 to enable Operators to communicate with the DOC. The radio shall be capable of communicating from all points on the patrolled routes. Radio should be able to communicate outside the vehicle cab. All radio equipment shall be furnished by the Contractor and programmed by NDOT.
2. Cellular Phones - Each MAP vehicle shall be equipped with an operable cellular smart phone that Operators can use to place calls that are sensitive or detailed in nature or operate for the purposes of assisting stranded motorists (e.g., making brief calls on behalf of the motorist, allowing motorists to make emergency calls, providing directions, or pulling up maps, etc.). If operating a vehicle, the use of the cellular phone is prohibited unless a hands-free device is used. Contractor shall be responsible for all costs associated with the cellular phone and its service throughout the term of the contract.
3. Cellular Data Communications - Contractor shall be responsible for all costs associated with the cellular phone and its service throughout the term of the contract.
4. Public Address System
5. GPS/AVL
6. Back-Up Camera

**M. SCOPE OF WORK**

**1. MECHANICALLY DISABLED VEHICLES**

Disabled vehicles shall be removed from the travel lanes by other forces. The MAP Operator shall contact the SOC with a request for law enforcement to remove vehicles out of the traveling lanes.

If the problem with a disabled vehicle is readily apparent and can be remedied within fifteen (15) minutes, the MAP Operator may perform the needed service on the highway shoulder. The fifteen (15) minute window shall be defined as the period of time from when a mechanically disabled vehicle is first observed to the moment the vehicle becomes operational. The typical types of services that can be typically performed during this fifteen (15) minute window include, but not limited to:

- a. Changing a flat tire (may take longer than 15 minutes);
- b. Providing battery jump-starts;
- c. Providing gas; and
- d. Taping hoses.

If the MAP Operator cannot immediately ascertain the source of the problem and the motorist is unable to arrange for towing, the MAP Operator shall contact the SOC with a request for law enforcement towing assistance. No towing shall be accomplished within the peak hours of 6am-9am and 3pm-6pm, and MAP Operators shall only remain behind the disabled vehicle until motorist(s) is transported. The extended actions of the MAP vehicle flashing lights could exacerbate queuing and distractions during peak hours causing secondary crashes. In off-peak hours the MAP Operator shall remain on scene with the motorist until the towing service arrives and provide traffic control until the vehicle is cleared. Towing services will be paid for by the motorist.

Should a motorist refuse to allow a disabled vehicle to be cleared from a highway, the MAP Operator shall contact the SOC to request law enforcement assistance. The MAP Operator shall remain on scene until law enforcement officers arrive unless otherwise directed by the SOC. The MAP Operator shall not attempt to move a disabled vehicle.



## 2. VEHICLE CRASHES

MAP Operators shall provide assistance to motorist(s) involved in a crash. When arriving at a crash, the Operator shall assess the scene and the severity of the crash. If the crash appears to be serious enough to require emergency services, the MAP Operator shall be required to immediately call 911 to report the incident and communicate pertinent details so a quick and effective response can be initiated. The MAP Operator is expected to use good judgment and when in doubt, err on the side of caution. Therefore, if injuries are suspected, the MAP Operator shall be required to call 911. If the incident is minor and if injuries are not initially suspected, the MAP Operator shall approach the incident scene to ask involved persons if they are hurt and if they would like to have an ambulance or paramedics called to the scene.

Under no circumstances should a MAP Operator attempt to repair a crashed vehicle in order to make it mobile.

### a. Property Damage Only

Upon arrival to property damage only crashes, the Operator shall communicate with the SOC to report incident details and to indicate the number and types of equipment needed to remove vehicles from the roadway. If damaged vehicles are located in the travel lanes, the MAP Operator shall contact the SOC to request law enforcement assistance for clearing the vehicle. Should a motorist refuse to allow a crashed vehicle to be cleared from a highway, the MAP Operator shall defer to law enforcement to handle the situation. The MAP Operator shall remain on scene providing traffic control until law enforcement arrives unless otherwise directed by the SOC.

### b. Crashes with Injuries (No Hazardous Materials Present)

Upon arrival to crashes where injuries are suspected or apparent, but no hazardous materials are suspected or apparent, the MAP Operator shall immediately call 911 to report incident details and to initiate a quick and effective emergency response. Upon contacting 911, the MAP Operator shall be required to notify the SOC to report the incident and provide incident details including; but not be limited to:

- 1) Number of vehicles involved;
- 2) The extent of damage and injuries;
- 3) Resource needs;
- 4) Lane closure; and
- 5) Estimated duration.

The MAP Operator shall be required to activate the vehicle's warning lights, arrow boards, and contact the SOC. The Operator shall remain at the scene to provide traffic control until emergency medical service and law enforcement arrive. MAP Operator shall not move or clean-up any debris. Traffic control shall be set-up, as needed, to provide the least amount of traffic disruption. The MAP Operator shall remain on scene until relieved by maintenance crews or otherwise directed by the SOC. The MAP Operator shall record in their daily logs the license plate number (or description of the vehicle in the absence of a license plate) of all vehicles involved in collisions. Once relieved, the MAP Operator shall resume their normal patrol duties.

### c. Crashes with Injuries (Hazardous Materials Apparent)

Upon arrival to crashes where injuries are suspected or apparent, and where hazardous materials may be involved, the MAP Operator should not approach a vehicle. The MAP Operator shall immediately call 911 to report the incident details, type of materials being hauled, wind direction, etc. and to initiate a quick and effective emergency response. Upon contacting 911, the MAP Operator shall be required to notify the SOC to report the incident and provide incident details. The MAP Operator shall monitor the scene from a safe distance and remain at the scene to provide traffic control until emergency responders arrive.

## 3. ABANDONED VEHICLES

When an abandoned vehicle is observed, the MAP Operator shall contact the SOC to report the following vehicle information:

- a. Location
- b. Vehicle make and model, color, and license plate number
- c. Whether or not the vehicle is impeding traffic
- d. Vehicle condition and description of any damages or suspicious findings

When an abandoned vehicle is in a travel lane, the MAP Operator shall contact NDOT State Operations Center (SOC) with a request for law enforcement. MAP Operator shall provide traffic control until law enforcement arrives and the vehicle is towed or directed to leave by law enforcement.

## 4. HIGHWAY DEBRIS REMOVAL

The MAP Operator shall be responsible for reporting highway debris that is impacting or has the potential to impact traffic except as noted.

**a. Hazardous Debris**

Any unknown or potentially hazardous substance in any package (e.g., bags, boxes, or barrels) or in any form (e.g., liquid, gas, or solid) should be considered a hazardous material and should not be approached. All hazardous or potentially hazardous material incidents shall be approached with extreme caution, with safety being the utmost importance. Operators shall notify the SOC when potentially hazardous substances are observed or suspected. Operators shall inform the SOC if any hazardous material placards can be seen (e.g., label, color, sign, and numbers, etc.) and should describe the scene and substances as best they can without approaching it.

MAP Operators will not be required to remove hazardous debris. MAP Operators shall provide traffic control at the scene from a safe position.

**b. Non-Hazardous Debris**

The Contractor is responsible for removal of small, non-hazardous debris from the roadway and paved shoulder area that is an impact to traffic. Debris in excess of what can be safely removed from the roadway or shoulder area by one individual shall not be removed. When unable to move, the MAP Operator shall notify the SOC to report the presence of debris that impacts or has a potential to impact traffic, and provide the SOC with the location, description, and resources needed to quickly remove it. Where possible and safe, the Operator shall be responsible for dragging larger debris to the shoulder. The MAP Operator shall remain on scene at the debris incidents involving lane blockage, providing traffic control until relieved by the NDOT's Maintenance Crews or other responsible party capable of clearing the debris.

**c. Dead Animals**

The MAP operator shall remove the dead animal out of the travel way to the shoulder if possible and then alert the SOC of its location.

**5. TRANSPORTATION OF PEOPLE**

The MAP Operators are not permitted to transport motorists. MAP Operator shall contact the SOC for law enforcement assistance with transport of people. MAP Operator shall request approval from the NDOT Contract Admin prior to any Ride Along.

**6. ITEMS OF VALUE AND PERSONAL PROPERTY**

If any items of value are found (money, purses, wallets, bags, vehicle parts, etc.) the Operator shall immediately report such items to the SOC and turn them over to the SOC. Such property will then be turned over to the NSP. MAP Operators shall record the name of the NDOT SOC employee taking possession of the item(s) using the Operator's daily log.

**7. LAW ENFORCEMENT AND EMERGENCY RESPONDER ASSISTANCE**

The MAP Operator shall render assistance to law enforcement and other emergency responders when directed by the SOC. Operators shall follow the direction of the incident commander within the defined services and training required of MAP Operators.

**8. COMMUNICATIONS WITH THE NDOT STATE OPERATIONS CENTER**

The MAP Operators shall communicate directly with Operators at the SOC to report all traffic response or other activities that may impact public safety, including but not limited to crashes, weather and pavement conditions, potential problem areas, damaged or malfunctioning DOT infrastructure. The MAP Operators shall promptly respond to the SOC to verify and respond to incidents. The MAP Operators shall promptly update the SOC of changes in operational status.

**9. COMMENT CARDS AND OTHER PRINTED MATERIALS**

At the NDOT's direction, the Contractor will distribute NDOT approved printed materials to motorists, such as comment cards, maps, or safety information. All printed materials will be provided to the Contractor by the NDOT. Contractor shall provide the NDOT a two (2) week notice when additional questionnaires/response forms are needed.

A postage paid response card shall be provided to individuals assisted by the MAP Operators; card is to be completed by the individual and directly mailed to the NDOT. Contractor shall ensure an adequate supply of cards are present at all times in each MAP vehicle.

**10. PROHIBITED ACTIVITIES**

Operators are prohibited from:

- a. Accepting gratuities;
- b. Sleeping on duty;
- c. Entering or operating a motorist's vehicle;
- d. Relocating a vehicle off the highway right of way;
- e. Recommending tow providers, repair shops, body shops, or legal representation;
- f. Using personal cell phones excessively while in service;
- g. Taking MAP vehicles more than one (1) mile off the highway during patrol hours (except when authorized by the SOC);
- h. Operating a MAP vehicle while under the influence of alcohol or any drugs (e.g., illegal and prescribed) that may inhibit the safety of the Operator or any other individual, or result in property damage; and
- i. Operating MAP vehicles within eight (8) hours of consuming alcohol.

## **N. DAMAGE TO MOTORIST PROPERTY**

The NDOT does not assume liability for any damages incurred to a motorist's vehicle while the Contractor is performing service under this contract. The Contractor shall operate in such a manner as to not damage the vehicle of a motorist or state property as a result of the services performed under this agreement by the Contractor as set forth below.

### **1. Responsibility for Damage Claims**

Contractor shall be solely responsible for damage from the intentional acts or negligence of its employees arising out of Contractor's use or occupancy of NDOT Highway Property or performance of services under this agreement, so long as and to the extent such responsibility was not caused by the negligence or willful misconduct of NDOT.

## **O. LOGS, REPORTS AND RECORD KEEPING**

Contractor shall develop daily, monthly, and ad hoc reports documenting at a minimum the operations and performance of MAP services.

### **1. Daily Logs**

Contractor shall be responsible for maintaining daily logs and submitting the logs to the NDOT on a monthly basis. Daily logs shall be recorded. The NDOT intends to use daily logs to track the performance to the MAP service during the course of its operation. Therefore, it is critical that there be no gaps in the recording of any information. Daily activity logs shall include, but not be limited to the following:

- a. Shift start time
- b. Shift end time
- c. Shift start miles
- d. Shift end miles
- e. Amount of fuel provided
- f. Dispatch time
- g. Arrival time
- h. Freeway clear time
- i. Drop clear time
- j. Location (freeway, direction, and nearest cross street)
- k. Vehicle location
- l. Vehicle make, model and color
- m. Vehicle license plate number/state or VIN number in absence of plates
- n. How discovered
- o. Cause for stop
- p. Type of assistance rendered
- q. Agencies notified
- r. Weather conditions
- s. The length of time the motorist waited prior to the arrival of the MAP
- t. Was a response card handed out
- u. MAP vehicle out of service dates/times
- v. Date and time MAP vehicle maintenance is performed, and the service performed

### **2. Monthly Reports**

On a monthly basis, the Contractor shall provide reports on MAP performance measurement and statistics, as approved by the NDOT. The reports (e.g., sum totals, averages) will include information from the MAP daily logs. At least once per day, a list of the abandoned vehicles shall be provided to the SOC. All reports are to be submitted electronically in a format approved by the NDOT.

### **3. Annual Reports**

On an annual basis, the Contractor shall provide reports on MAP performance measurements and statistics, as approved by the NDOT. The reports (e.g., sum totals, averages) will include information from the MAP daily logs. All reports are to be submitted electronically in a format approved by the NDOT.

### **4. Contract Records and Files**

Contractor shall maintain all program records and files. Program records and files (electronic and paper) shall include:

- a. Progress reports;
- b. Meeting agendas and minutes;
- c. Management and staffing plans;
- d. Staffing reports and schedules;
- e. Shift summaries;
- f. Staff training and certification;
- g. Manuals;
- h. System maintenance records;
- i. Training records; and
- j. Any correspondence.

All program records are to be considered the property of the NDOT and will be made available to the NDOT staff on or off premises for review and audit. Upon completion of the contract, all program records and files will be delivered to the NDOT.

**P. CRIMINAL BACKGROUND INVESTIGATION POLICY**

MAP Operators will have contact with the travelling public; and as such, these employees are considered to be working in a public-safety sensitive position. To ensure the safety of the travelling public, the Contractor shall be responsible to obtain criminal background investigations of all employees who will be working as part of the motorist assist program, including any substitute employees. The Contractor shall review all investigation reports and determine if the employee(s) is suitable for work with the public. 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:

<https://statepatrol.nebraska.gov/services/criminal-history-record-requests>

**Q. DELIVERABLES**

Contractor shall provide a Motorist Assist Program (MAP) at an all-inclusive hourly rate which encompasses all requirements. See Attachment B Cost Proposal. *All-inclusive hourly rate shall be bid as Per Vehicle/Per Hour.* Annual service hours shall be understood to be a total number of hours for all three (3) vehicles. Annual service hours shall not be considered a minimum or maximum, but to be used as best estimate.

## VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions: format and order:

### A. PROPOSAL SUBMISSION

#### 1. CORPORATE OVERVIEW (*Attachment A – MAP Technology Requirements Matrix, Form A.1*)

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

##### a. BIDDER IDENTIFICATION AND INFORMATION

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

##### b. FINANCIAL STATEMENTS

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

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

##### c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded bidder(s) will require notification to the State.

##### d. OFFICE LOCATION

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

##### e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

##### f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's proposal response is or was an employee of the State within the past thirty-six (36) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

##### g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

**h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

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

The bidder should address the following:

- 1) Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions should include:
  - a) The time period of the project,
  - b) The scheduled and actual completion dates,
  - c) The bidder's responsibilities,
  - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
  - e) Each project description should identify whether the work was performed as the prime 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.
- 2) Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as subcontractor projects.
- 3) If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the bidders above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

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

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

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

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

**j. SUBCONTRACTORS**

If the bidder intends to subcontract any part of its performance hereunder, the bidder should provide:

- 1) name, address, and telephone number of the subcontractor(s),
- 2) specific tasks for each subcontractor(s),
- 3) percentage of performance hours intended for each subcontract; and
- 4) total percentage of subcontractor(s) performance hours.

**2. TECHNICAL APPROACH**

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

- a. Understanding of the project requirements;
- b. Proposed development approach;
- c. Technical considerations;
- d. Detailed project work plan; and
- e. A completed Attachment A MAP Requirement Matrix.

**Form A**  
**Bidder Proposal Point of Contact**  
**Request for Proposal Number R220-23**

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

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

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

# REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

## BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal and agrees to the terms and conditions unless otherwise indicated in writing, certifies that contractor maintains a drug free workplace, and certifies that bidder is not owned by the Chinese Communist Party.

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 MANUALLY IN INK OR BY DOCUSIGN

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