



**Research Program Outreach and Administrative Assistance**

Proposal submitted in response to solicitation no. R420-25

**ORIGINAL**

Prepared for

Nebraska Department of Transportation  
Lincoln, Nebraska

Prepared by

Brian Hirt and Colleen Bos  
CTC & Associates LLC  
Lincoln, Nebraska

July 18, 2025

**Please deliver to:**

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Nebraska Department of Transportation  
Operations Division  
5001 S. 14th Street  
Lincoln, NE 68512  
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**1. Contractual Agreement Form**

The completed and signed Contractual Agreement Form follows on the next page of this proposal.

CONTRACTUAL AGREEMENT FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing 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 Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

☒ NEBRASKA VENDOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Vendor. "Nebraska Vendor" 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. All vendors who are not a Nebraska Vendor are considered Foreign Vendors under Neb. Rev Stat § 73-603 (c).

\_\_\_\_\_ 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.

THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

COMPANY:	CTC & Associates LLC
ADDRESS:	2323 Woodscrest Ave., Lincoln NE 68502
PHONE:	402-770-9067
EMAIL:	brian.hirt@ctcandassociates.com
BIDDER NAME & TITLE:	Brian G. Hirt, Principal and CEO
SIGNATURE:	
DATE:	7/18/25

VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)	
NAME:	
TITLE:	
PHONE:	
EMAIL:	



## 2. Corporate Overview

### a. Bidder Identification and Information

The bidding company’s full name is CTC & Associates LLC. We often simply refer to our company as CTC and will do so throughout this proposal. CTC’s corporate headquarters address is 2323 Woodscrest Avenue, Lincoln, Nebraska 68502.

CTC is a single-member limited liability company taxed as an S-corporation. CTC last filed a biennial report with the Nebraska Secretary of State on January 15, 2025, and currently is in good standing.

CTC was organized on September 20, 2002, as a Wisconsin LLC by Patrick C. Casey. On January 1, 2023, Nebraska resident Brian G. Hirt assumed a 100% ownership stake in CTC and today remains its sole owner and member. On March 23, 2023, CTC completed its domestication and became a Nebraska LLC.

The company’s legal name of CTC & Associates LLC has not changed since its organization in 2002. CTC’s federal identification number 20-0202745 also has not changed since its organization.

### b. Financial Statements

CTC is not a publicly held corporation. As noted on [ctcandassociates.com](http://ctcandassociates.com), CTC specializes in providing research and technical communication services for the transportation sector, and has done so for 23 years. CTC has eight full-time employees, seven part-time employees, and two regular consultants.

CTC’s gross revenue in 2024 was \$1,685,125, of which \$1,662,511, or about 99%, was derived from state government projects. CTC currently holds contracts with transportation departments in the states of Arizona, California, Colorado, Iowa, Maine, Michigan, Minnesota, Mississippi, Utah, and Vermont. CTC works with the state of Oklahoma on a subcontract with the University of Oklahoma. CTC is also conducting work under contract with the Transportation Research Board of the National Academies.

The following banking reference is offered:

Tyler Hunt, Vice President  
Union Bank & Trust, Private Banking Department  
1801 Pine Lake Road, Lincoln, NE 68512  
402-323-1569 Direct, 402-217-2694 Cell  
[tyler.hunt@ubt.com](mailto:tyler.hunt@ubt.com)

In working with other state departments of transportation (DOTs), CTC is periodically subject to audit documentation. The most recent schedule of indirect cost rate (ICR), prepared for Minnesota DOT, appears as Table 2.1.

Table 2.1. CTC’s Calculated 2024 Indirect Cost Rate

ICR Period	January 1, 2024 - December 31, 2024			
Date Calculated	12/31/2024			
	Costs	FAR Adjustments	Adjusted Costs	Notes
Direct Labor	915,821.40	0.00	915,821.40	
<b>Fringe</b>				
Employee Health Insurance (in lieu)	18,682.05	0.00	18,682.05	
Paid Leave	63,886.40	0.00	63,886.40	
Payroll Taxes	86,366.27	0.00	86,366.27	
Workers Compensation	2,256.69	0.00	2,256.69	
Total Fringe Benefit Costs	171,191.41	0.00	171,191.41	
Fringe Benefit Rate			18.69%	
<b>General Overhead</b>				
Bookkeeping and Accounting	38,150.00	0.00	38,150.00	
Business Taxes	8,331.00	5,047.00	3,284.00	S-corp passthrough taxes excluded per FAR 31.205-41
Indirect Labor	145,980.00	0.00	145,980.00	Includes additional accrued \$100,000 CY25 payroll to CEO
Insurance - Regular	9,082.96	0.00	9,082.96	
Licenses & Permits	1,035.54	0.00	1,035.54	
Officer Salary	100,000.00	75,000.00	25,000.00	\$75,000 CY24 payroll applied to FY23 ICR
Payroll Fee	2,468.00	0.00	2,468.00	
Postage	286.30	0.00	286.30	
Printing/Photocopies	1,703.28	0.00	1,703.28	
Software	11,113.91	0.00	11,113.91	
Supplies	826.90	0.00	826.90	
Travel	18,707.42	248.48	18,458.94	Costs in excess of federal travel regulation limits excluded per FAR 31.205-46
Total General Overhead Costs	337,685.31	80,295.48	257,389.83	
General Overhead Rate			28.10%	
Total Fringe & Overhead Costs	508,876.72	80,295.48	428,581.24	
Company-wide ICR			46.79%	

No judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of CTC & Associates LLC, are known to exist.

**c. Change of Ownership**

No change in ownership or control of the company is anticipated during the 12 months following the solicitation response due date.

**d. Office Location**

The location of the offices of the four named associates in this proposal are:

- 2323 Woodscrest Avenue, Lincoln, Nebraska, 68502
- 5805 Seminole Ridge Circle, Fitchburg, Wisconsin 53711
- 2510 Gregory Street, Madison, Wisconsin 53711
- 3117 Hermina Street, Madison, Wisconsin 53714

**e. Relationships with the State**

Neither CTC nor any party named in this proposal has had any dealings with the State of Nebraska over the previous five years.

**f. Bidder’s Employee Relations to State**

No party named in this proposal is or was an employee of the State of Nebraska within the past 12 months.

No employee of any agency of the State of Nebraska is employed by CTC or is a subcontractor to CTC as of the due date for solicitation response submission.

**g. Contract Performance**

CTC has not had a contract terminated for default during the past five years. There are no subcontractors named in this proposal.

**h. Summary of Bidder’s Corporate Experience**

Table 2.2 lists three projects similar in size, scope, and complexity, representing CTC’s corporate experience with the solicited project.

Table 2.2. CTC’s Corporate Experience

Project; time period; bidder’s role	Activity; scheduled and completion dates; budget	Bidder’s responsibilities	Reference
1.  Iowa DOT Research Support  2020 to present  Prime	<u>Brief Design</u>  Scheduled: May-August 2020  Completed: August 2020  Budget: \$5,500.	Working closely with Iowa DOT research staff, CTC designed and developed the process, content, layout, and design of Iowa DOT’s two-page research brief, Research Solutions, in 2020.	Khyle Clute Iowa DOT <a href="mailto:khyle.clute@iowadot.us">khyle.clute@iowadot.us</a> Phone: 515-239-1646 Fax: None
	<u>Briefs</u>  Ongoing  Typical budget per brief: \$2,800.	CTC writes Research Solutions both for the Iowa DOT research office and the Iowa Highway Research Board (IHRB) (please see example at <a href="http://ctcandassociates.com/iowa-brief">ctcandassociates.com/iowa-brief</a> ). We write, edit, lay out, and deliver approximately 20 briefs per year.	
	<u>News Items</u>  Ongoing  Typical budget per news item: \$350.	To complement research reports and briefs and to highlight noteworthy activities related to Iowa’s research program, CTC writes, edits, and publishes news stories on Iowa’s Research Ideas website (please see example at <a href="http://ctcandassociates.com/iowa-news">ctcandassociates.com/iowa-news</a> ). These are approximately 200 words in length, and can feature content from interviews or email communications with research office staff, research champions, and others.	
	<u>At-A-Glance</u>  Annually scheduled in July and completed in November  Annual budget, using existing design and format: \$4,800.	CTC designed and developed Iowa’s Research At-A-Glance in 2020 and writes, edits, and lays out this annual summary publication (please see example at <a href="http://ctcandassociates.com/iowa-aag">ctcandassociates.com/iowa-aag</a> ). This At-A-Glance now features sections on engagement and outreach, research summaries, federal and local partnerships, and “by the numbers” graphics. CTC also produces a one-page At-A-Glance for IHRB.	
	<u>Reimbursements</u>  Scheduled and completed 9/24/24 – 10/10/24  Budget: \$1,200. (CTC labor fee only; excludes pass-through reimbursement payments from Iowa.)	CTC was responsible for all meeting planning, logistics, and participant reimbursement for Iowa’s 2024 research and innovation peer exchange. As part of this effort, CTC worked with research staff to understand Iowa’s reimbursement rules and requirements. CTC created a reimbursement form for travelers’ use and CTC helped participants complete these forms. CTC collected and compiled information, and reimbursed all nine participants via check.	



Project; time period; bidder's role	Activity; scheduled and completion dates; budget	Bidder's responsibilities	Reference
<b>2.</b>  <b>Minnesota DOT Research Support</b>  2007 to present  Prime	<u>Briefs</u>  Ongoing  Typical budget per brief: \$4,000.	CTC writes Research Summaries both for the Minnesota DOT (MnDOT) Research & Innovation Office and the Local Road Research Board (LRRB) (please see example at <a href="http://ctcandassociates.com/mn-brief">ctcandassociates.com/mn-brief</a> ). We write, edit, lay out, and deliver approximately 30 briefs per year.	Micaela Kranz Minnesota DOT <a href="mailto:micaela.kranz@state.mn.us">micaela.kranz@state.mn.us</a> Phone: 651-366-3792 Fax: None
	<u>Brief Redesign</u>  Scheduled: July-September 2023  Completed: September 2023  Budget: \$5,000.	CTC redesigned all aspects of MnDOT's Technical Summary template. The new brief, retitled Research Summary, features larger graphics, styles better conforming to MnDOT branding, easier-to-find project information, and an added synopsis paragraph.	
	<u>At-A-Glance</u>  Annually scheduled in July and completed in December  Annual budget, using existing design and format: \$20,000.	CTC developed MnDOT's first At-A-Glance for its Research Services Section (now its Research & Innovation Office) for 2007. This publication has grown through 2024 to include messaging from the research director, a graphical timeline of the funding cycle, highlights of state and pooled fund research, financial data, and project progress tables (please see example at <a href="http://ctcandassociates.com/mn-aag">ctcandassociates.com/mn-aag</a> ). CTC also produces an annual At-A-Glance for LRRB.	
<b>3.</b>  <b>WTRC Meeting Support</b>  August 2024 to present  Prime	<u>Reimbursements</u>  Fall 2024: Scheduled and completed 11/22/24 – 1/2/25.  Spring 2025: Scheduled and completed 5/27/25 – 7/7/25.  Budget: \$3,400 per research cycle. (CTC labor fee only; excludes pass-through reimbursement payments from Utah.)	For the each of the first two annual meetings of the Western Transportation Research Consortium (WTRC, <a href="http://westerntrc.org">westerntrc.org</a> ) pooled fund study, CTC was responsible for all meeting planning, logistics, and participant reimbursement.  As part of this effort, CTC worked with research and contracting staff from lead agency Utah DOT to understand Utah's reimbursement rules and requirements. CTC created a travel policy document for travelers in advance of the meeting and a reimbursement form for travelers' use. CTC helped participants complete these forms. CTC collected and compiled information, and reimbursed all participants via check. Both meetings included 23 people.	David Stevens Utah DOT <a href="mailto:davidstevens@utah.gov">davidstevens@utah.gov</a> Phone: 801-589-8340 Fax: None

i. Summary of Bidder’s Proposed Personnel/Management Approach

CTC has identified the following key staff to work on this project.

- **Brian Hirt**, Principal and CEO, will be the principal investigator for this project. He will provide project oversight and will be the contract manager. All CTC employees will report directly to Mr. Hirt, and he will be available to Nebraska DOT (NDOT) for resolution of any issues or concerns if the need arises.
- **Colleen Bos**, Research Program and Project Manager, will be the project manager. She will be the main client lead with NDOT. She will coordinate all activities and assignments among CTC staff, and will be NDOT’s first point of contact. Ms. Bos will lead Task Area 1 (Project Management) and Task Area 5 (Reimbursement Facilitation).
- **Katie Johnson**, Chief Strategy Officer and Director of Communications, will lead all content development for this project. She will lead Task Area 2 (Research Summaries), Task Area 3 (News Polls), and Task Area 4 (Program Fact Sheet). She will also serve as editor on all products.
- **Jenny Green**, Senior Graphic Design Associate, will lead all graphic design activities anticipated for Task Area 2 and Task Area 4.

Other CTC writers may be called upon to contribute to write research summaries or news polls. All CTC staff are listed on [ctcandassociates.com/who-we-are/](http://ctcandassociates.com/who-we-are/).

Resumes and References

CTC staff have worked with state DOTs and consulting firms on different teams over the years, and as a result our references overlap. Rather than repeating these in our resumes, which begin on the next page, our references are presented in a matrix in Table 2.3 for clarity. Cells marked with an “x” show where a reference can speak to the qualifications of the named associate.

Table 2.3. References for Key CTC Staff

CTC staff	Reference: Harry Capers Arora and Assoc. <a href="mailto:hcapers@arorapc.com">hcapers@arorapc.com</a> 609-482-2676	Reference: Khyle Clute Iowa DOT <a href="mailto:khyle.clute@iowadot.us">khyle.clute@iowadot.us</a> 515-239-1646	Reference: Mary Hoffmeyer Michigan DOT <a href="mailto:hoffmeyerm@michigan.gov">hoffmeyerm@michigan.gov</a> 517-281-3441	Reference: Micaela Kranz Minnesota DOT <a href="mailto:micaela.kranz@state.mn.us">micaela.kranz@state.mn.us</a> 651-366-3792	Reference: Kyle Hoegh Minnesota DOT <a href="mailto:kyle.hoegh@state.mn.us">kyle.hoegh@state.mn.us</a> 612-494-0267
Brian Hirt	X	x	x	x	X
Colleen Bos	X	x			X
Katie Johnson		x	x		X
Jenny Green		x	x	x	

j. Subcontractors

CTC does not intend to subcontract any part of our performance of this project.

## Brian Hirt

Principal and CEO, CTC & Associates LLC

As the owner and chief executive officer of CTC & Associates, Brian Hirt manages the company's daily operation and oversees all of its client work. He has compiled and communicated the results of research efforts in synthesis reports, technical briefs, newsletters, articles, and white papers for national organizations (NCHRP and AASHTO), pooled fund studies (Clear Roads and No Boundaries), and several state DOTs (California, Iowa, Michigan, Minnesota, New Mexico, and Wisconsin). He has also helped several DOTs develop and update program materials and documentation.

### YEARS OF EXPERIENCE

25+ years of leadership, management, research, and communications experience  
18 years with CTC & Associates LLC

### EDUCATION

B.A., Linguistics, Stanford University, Stanford, California  
B.S., Mechanical Engineering, University of Nebraska-Lincoln, Lincoln, Nebraska  
M.A., Education, University of Nebraska-Lincoln, Lincoln, Nebraska

### SELECTED PROFESSIONAL EXPERIENCE

**Research Program Management.** From 2017 to 2023, Mr. Hirt served as program manager for the No Boundaries Transportation Maintenance Innovations pooled fund study, a national community of practice for roadway maintenance professionals. In this role, he facilitated the group's efforts to identify innovations — including those related to maintenance worker recruitment and retention — and then promoted their use by other states through marketing materials, training classes, webinars, and other technology transfer channels. He is currently serving as the program manager for the WTRC pooled fund study; he planned and facilitated the group's first meeting and member peer exchange in November 2024.

**Technical Writing and Research.** In support of state DOT research programs in California, Michigan, and Minnesota, Mr. Hirt has conducted secondary research on all aspects of highway design, construction, and delivery, and synthesized findings into concise summary reports. He has written synthesis reports, research briefs, articles, brochures, and summary reports on behalf of several state DOTs, NCHRP, national pooled fund studies, and trade associations. He has also helped develop new templates and formats for presenting research results.

**Surveys.** Mr. Hirt designed and conducted a survey for the Clear Roads pooled fund, compiling and analyzing winter data statistics from 36 states across eight years; and designed and conducted an asphalt market survey for a national asphalt trade association across three years.

**Program Documentation.** Mr. Hirt led or co-led the development and revision of research program documentation for Michigan, Minnesota, and Mississippi DOTs. He worked closely

with state research staff to compile guidance that reflected program, agency, and federal requirements.

### SELECTED PUBLICATIONS

*Development of a Technology Transfer Plan for State Departments of Transportation Research Programs*, National Cooperative Highway Research Program, October 2023. (With Christine Kline, Katie Johnson, and Harry Capers)

*Evaluation of Slurry Spreaders and Plows (Underbody, Wing and Two-Way Reversible)*, Minnesota Department of Transportation, September 2023. (With Greg Waidley)

*Oklahoma Department of Transportation 2023 Research Peer Exchange*, Oklahoma Department of Transportation, September 2023. (With Katie Johnson)

*Minnesota Department of Transportation October 2021 Research Peer Exchange*, Minnesota Department of Transportation, March 2022. (With Kirsten Seeber)

*Michigan Department of Transportation Research Advisory Committee Region 3 Peer Exchange*, January 2021. (With Kirsten Seeber)

*State DOT Research Implementation Strategies: Synthesis of State Peer Exchanges and RPPM*, National Cooperative Highway Research Program, November 2020. (With Christine Kline and Andrea Thomas)

*Assessing the Effectiveness of Potassium Acetate to Control Snow and Ice on Minnesota Highways*, Minnesota Department of Transportation, June 2020. (With Greg Waidley and Ron Wright)

*Integrating Mobile Observations (IMO) 3.0 in Minnesota*, Minnesota Department of Transportation, November 2017. (With Jeff Edelstein)

*Installing Snowplow Cameras and Integrating Images into MnDOT's Traveler Information System*, Minnesota Department of Transportation, October 2017.

"Building a Better Database: State DOTs Compile Detailed Facts and Figures on Winter Maintenance," *Roads & Bridges* winter maintenance supplement, September 2016.

*Fostering Innovation within State Departments of Transportation*, Preliminary Investigation, California Department of Transportation, July 2015.

*Evaluating Implementation of NCHRP Products: Building on Successful Practices*, National Cooperative Highway Research Program, 2014. (With Pat Casey, Kim Linsenmayer, Wes Alwan, and Mark Linsenmayer)

"Evaluating Impacts of the U.S. Domestic Scan Program's Technology Transfer Model," *Transportation Research Record*, Vol. 2328, 2013.



**Colleen Bos**

Research Program and Project Manager, CTC & Associates LLC

Colleen Bos is CTC’s client lead and project manager for Iowa DOT and the Transportation Research and Connectivity pooled fund study. She serves on the client teams for the New England Transportation Consortium, NCHRP’s U.S. Domestic Scan Program, and the Continuous Asphalt Mixture Compaction Assessment Using Density Profiling System (DPS) pooled fund study. Ms. Bos previously managed all aspects of the Clear Roads winter maintenance pooled fund study for a period of 10 years.

**YEARS OF EXPERIENCE**

20+ years of project management experience  
12 years with CTC & Associates LLC

**EDUCATION**

B.A., History, University of Michigan, Ann Arbor, Michigan  
M.A., Medieval Studies, Western Michigan University, Kalamazoo, Michigan  
M.A., History, Northwestern University, Evanston, Illinois

**SELECTED PROFESSIONAL EXPERIENCE**

**Program and Product Management.** In her role as client lead for Iowa DOT, Ms. Bos coordinates the development and delivery of all communication products and services with Iowa DOT research staff and internally among her CTC associates. She facilitates, coordinates, and documents scheduled and ad hoc client meetings and keeps track of milestones for all periodic and as-requested products. Ms. Bos coordinates production of similar deliverables for the Transportation Research and Connectivity pooled fund study.

**Peer Exchange Meeting Planning, Coordination, Documentation, and Reimbursement.** Ms. Bos has extensive experience with peer exchanges. She oversees or assists with all aspects of their planning and execution — budget, facilities, lodging, travel, meals, on-site logistics, reimbursements, agenda, materials, and meeting notes. She has planned, facilitated, and documented Clear Roads and federal State Planning & Research peer exchange meetings.

**Dissemination Management.** Ms. Bos manages the dissemination and implementation activities of multiple scan teams tasked with moving the findings and recommendations of those scans into practice. This includes maintaining communication with scan teams; identifying methods to communicate scan results; facilitating webinars; tracking dissemination activities; and assisting with the development of technology transfer materials and methods.

**Clear Roads Management and Administration.** Beyond conducting key peer exchange aspects of Clear Roads, Ms. Bos provided communications consulting and support on research and technology transfer activities. She administered project scoping, selection, procurement, contracting, and ongoing management of Clear Roads engineering research projects.

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**Section 508 Compliance and Remediation.** Ms. Bos leads CTC's efforts to remediate final digital products to ensure they meet federal Section 508 compliance requirements for accessibility. She has performed extensive remediation work for the Transportation Research and Connectivity pooled fund study and the New England Transportation Consortium pooled fund study, and gave a series of live training webinars on compliance and remediation for the Transportation Research and Connectivity pooled fund study.

**Technical Brief Writing.** Ms. Bos has written two-page summaries of research conducted by a range of CTC clients, including Iowa and Minnesota DOTs, conducting interviews and reviewing research reports to summarize key findings.

**Project Manager.** Prior to her work with CTC, Ms. Bos served in multiple project development and management roles at Epic Systems Corporation in the Madison, Wisconsin, area. In her final position as a project manager, she worked with third-party vendors interested in developing marketing and communication strategies related to Epic's software, facilitated Epic's industry conference learning program, and coordinated production of customer receptions and employee special events.

#### **SELECTED PUBLICATIONS**

*New England Transportation Consortium: 2024 Research Peer Exchange*, forthcoming (With Kirsten Seeber).

"Drainage 101: Understanding and Managing Drainage Issues," *Implementation Summary*, Minnesota Department of Transportation, December 2023.

"Choosing a Penetrating Sealer to Enhance Concrete Durability," *Research Solutions*, Iowa Department of Transportation, November 2023.

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## **Katie Johnson**

Chief Strategy Officer and Director of Communications, CTC & Associates LLC

Katie Johnson manages a range of projects for CTC, developing and delivering products in close collaboration with client and associate teams. Her client management portfolio includes Minnesota DOT's Maintenance Office, Bridges and Structures Office, and Traffic Engineering Office; two Minnesota DOT-led pooled funds related to asphalt pavement testing; and the Wisconsin Asphalt Pavement Association. She also co-manages the Colorado DOT-led No Boundaries pooled fund study.

### **YEARS OF EXPERIENCE**

20 years of experience in writing, editing, and communications services

### **EDUCATION**

B.A., Journalism, North Central College, Naperville, Illinois

M.A., Public Affairs Reporting, University of Illinois Springfield, Springfield, Illinois

### **SELECTED PROFESSIONAL EXPERIENCE**

**Communication Products.** Ms. Johnson serves as a technical writer and researcher for several of CTC's writing products, including briefs, newsletters, annual reports, and websites, for such clients as Michigan DOT, Iowa DOT, and the Clear Roads pooled fund study. She successfully performs all the key roles of technical writing: conducting background research, interviewing client staff and other research stakeholders, drafting content to meet a client's communication goals while meeting style standards, and revising products based on client feedback. She also leads video brief development, production, and delivery for all CTC clients.

**Pooled Fund Coordination.** Ms. Johnson develops, coordinates, runs, and documents pooled fund workshops and state DOT peer exchanges, where she has served at different times in the roles of logistical planner, meeting facilitator, lead note-taker, and report writer. These events often involve multiday agendas with dozens of participants from government, academia, and industry.

**Technical Editing.** Ms. Johnson has edited several final reports produced by Michigan DOT researchers. This effort ensures reports meet the agency's publication standards and requires an examination of report organization, grammar, clarity, style, format, and accessibility.

**Synthesis Research and Writing.** Ms. Johnson has prepared synthesis reports for Minnesota and Oklahoma DOTs. These quick-turnaround, limited-scope research efforts seek information about a wide range of transportation topics. Ms. Johnson gathered and synthesized current research and state practices using state and national transportation research databases and websites, conducted phone interviews with state and national experts, and prepared and distributed online surveys of state DOTs around the country to identify current practices not evident through online searches.

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**Editing and Production Management.** Prior to joining CTC, Ms. Johnson managed the production of more than 45 legal newsletter titles, both electronically and in print, for the Illinois State Bar Association. She designed layouts and supplemental graphics, edited all articles, and published 200 or more legal newsletters annually for more than 30,000 subscribers.

#### **SELECTED PUBLICATIONS**

“No Boundaries: A Pooled Fund for Sharing Transportation Innovations,” *TR News*, October-December 2024. (With Brian Hirt)

“Tools to Make Better Winter Maintenance Decisions,” *APWA Reporter*, October 2024.

*Development of a Technology Transfer Plan for State Departments of Transportation Research Programs*, National Cooperative Highway Research Program, October 2023. (With Brian Hirt, Christine Kline, and Harry Capers)

“Taking the Guesswork Out of Deicer Selection,” *APWA Reporter*, October 2023.

*Oklahoma Department of Transportation 2023 Research Peer Exchange*, Oklahoma Department of Transportation, September 2023. (With Brian Hirt)

“New Winter Maintenance Tools Emphasize Efficiency,” *APWA Reporter*, October 2022.

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## **Jenny Green**

Senior Graphic Design Associate

Jenny Green leads the graphic design of all new collateral for CTC clients, including briefs, brochures, and websites, as well as branding, logos, and visual style guides. Her CTC clients have included the state transportation agencies of Iowa, Michigan, Minnesota, and Montana, the National Cooperative Highway Research Program (NCHRP), and industry associations. In addition to her work for CTC, Ms. Green is the principal and owner of Shu Shu Design, a full-service graphic design and prepress production studio.

### **YEARS OF EXPERIENCE**

29 years of experience providing creative direction, design, digital illustration, and print production services

### **EDUCATION**

Undergraduate Coursework, Communication Arts, University of Wisconsin, Madison, Wisconsin

### **SELECTED PROFESSIONAL EXPERIENCE**

**Briefs.** Ms. Green developed the design of the two-page briefs for Iowa DOT (Research Solutions), Michigan DOT (Research Spotlights), Montana DOT (Technical Briefs), and the Clear Roads pooled fund study. She also redesigned Minnesota DOT's Research Summaries. She designed multiple series for NCHRP: Research Makes the Difference, Impacts on Practice, and Ready Results Briefs.

**Program Summaries.** Ms. Green developed the design of the annual At-A-Glance research program summaries for the research programs for Iowa, Michigan, and Minnesota DOTs, as well as for Minnesota DOT's winter maintenance program. She designed and laid out "NCHRP at 50 Years" as well as Research Topic Highlights publications on scour, tunnels, and warm-mix asphalt.

**Logos and Branding.** Ms. Green worked with multiple CTC clients to develop logos and complementary branding: University of Wisconsin's Modified Asphalt Research Center, the Clear Roads transportation pooled fund study, and the Wisconsin Asphalt Pavement Association's 75th anniversary logo.

**Shu Shu Design.** In her role as principal and owner, Ms. Green:

- Serves as principal designer, providing art direction, design, digital illustration, and production services for brand identity, websites, print catalogs, books, software graphic user interfaces, marketing collateral, and packaging design.
- Builds and maintains vendor relationships through networking and referrals for top quality results.

- 
- Manages the work of freelance artists and outside design and web development service contractors.
  - Develops a strong customer base of new and existing clients by maintaining customer satisfaction and quality. Select clients have included American Girl, Ballotpedia, Building Brave, Chazen Museum of Art, Cooperative Network, CultureCon, Fairchild Books/Condé Nast, Filene Research Institute, 5NINES, Freedom From Religion Foundation, Material Intelligence, Minnesota Department of Transportation, NYU Press, Potter's Crackers, Quince & Apple, Sony Media Software & Services, and the Wisconsin Credit Union League.

**3. Terms and Conditions, Vendor Duties, and Payment**

Completed solicitation sections **II. Terms and Conditions**, **III. Vendor Duties**, and **IV. Payment** appear on the next 12 pages of this proposal.

II. TERMS AND CONDITIONS

Bidder should read the Terms and Conditions within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Terms and Conditions Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

- 1. The specific clause, including section reference, to which an exception has been taken;
- 2. An explanation of why the bidder took exception to the clause; and
- 3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. 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 solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Terms and Conditions Within Section as Written (Initial)	Exceptions Taken to Terms and Conditions Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
BA		

The bidders should submit with their solicitation response 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 solicitation response 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 has been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

- 1. If only one (1) 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

- 1. The contract resulting from this Solicitation shall incorporate the following documents:
  - a. Solicitation, including any attachments and addenda;
  - b. Questions and Answers;
  - c. Bidder's properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder;
  - d. Addendum to Contract Award (if applicable); and
  - e. Amendments to the Contract. (if applicable)

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) Executed Contract and any attached Addenda 3) Addendums to the solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda or attachments, and 5) the Vendor's submitted solicitation response, including any terms and conditions or agreements that are accepted by the State.

Unless otherwise specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Vendor.

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

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. BEGINNING OF WORK & SUSPENSION OF SERVICES**

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

The State may, at any time and without advance notice, require the Vendor 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 Vendor 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 Vendor with written notice that such performance or deliverables may resume, in whole or in part.

**F. AMENDMENT**

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

**G. CHANGE ORDERS OR SUBSTITUTIONS**

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

The Vendor 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 Vendor 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 Vendor's solicitation response, were foreseeable, or result from difficulties with or failure of the Vendor's solicitation response or performance.

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

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

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

**H. RECORD OF VENDOR PERFORMANCE**

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 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 ("Contract Compliance Request"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Contract Non-Compliance Notice"). The Vendor shall respond to any Contract Compliance Request or Contract Non-Compliance Notice in accordance with such notice or request. At the sole discretion of the

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State, such Contract Compliance Requests and Contract Non-Compliance Notices 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. The record of vendor performance will be considered in any suspension or debarment action.

**I. NOTICE OF POTENTIAL VENDOR BREACH**

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

**J. BREACH**

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, delivery receipt requested; 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.

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

**K. NON-WAIVER OF BREACH**

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

**L. SEVERABILITY**

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

**M. INDEMNIFICATION**

**1. GENERAL**

The Vendor 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 Vendor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Vendor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

The Vendor 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 Vendor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Vendor prompt notice in writing of the claim. The Vendor 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 Vendor has indemnified the State, the Vendor shall, at the Vendor'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 Vendor, and the State may receive the remedies provided under this Solicitation.

**3. PERSONNEL**

The Vendor 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 Vendor.

**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, Vendor 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 (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.

**5. ALL REMEDIES AT LAW**

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

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

**N. ATTORNEY'S FEES**

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

**O. ASSIGNMENT, SALE, OR MERGER**

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

The Vendor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor's business. Vendor 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 Vendor 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.

**P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE**

The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(2), 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 Vendor 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.

**Q. FORCE MAJEURE**

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.

**R. CONFIDENTIALITY**

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.

**S. EARLY TERMINATION**

The contract may be terminated as follows:

1. The State and the Vendor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
2. 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 shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract, in whole or in part, immediately for the following reasons:
  - a. if directed to do so by statute,
  - b. Vendor 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 Vendor or of any substantial part of the Vendor'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 Vendor, its employees, officers, directors, or shareholders,
- e. an involuntary proceeding has been commenced by any Party against the Vendor 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 Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor,
- f. a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code,
- g. Vendor intentionally discloses confidential information,
- h. Vendor has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

**T. CONTRACT CLOSEOUT**

Upon termination of the contract for any reason the Vendor shall within thirty (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 Vendor is permitted to keep the information or data by contract or rule of law. Vendor 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 Vendor's routine back up procedures,
- 4. Cooperate with any successor Contactor, person, or entity in the assumption of any or all of the obligations of this contract,
- 5. Cooperate with any successor Contactor, 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 Vendor to surrender intellectual property, real or personal property, or information or data owned by the Vendor for which the State has no legal claim.

**U. PROHIBITED PRODUCTS**

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

The State will not accept any products made by a company owned by the Chinese Communist Party. Furthermore, pursuant to Executive Order No. 23-05, the State will not accept any communications equipment or services developed by organizations on the Federal Communications Commission's Covered List.

The State will not accept goods from countries or persons identified on the Office of Foreign Assets Control Sanctions List.

**V. AMERICANS WITH DISABILITIES ACT**


Vendor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Pub.L. 110–325, 122 Stat. 3553 (2008)), which prohibits discrimination on the basis of disability by public entities.

III. VENDOR DUTIES

Bidder should read the Vendor Duties within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Vendor Duties Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

- 1. The specific clause, including section reference, to which an exception has been taken;
- 2. An explanation of why the bidder took exception to the clause; and
- 3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. 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 solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Vendor Duties Within Section as Written (Initial)	Exceptions Taken to Vendor Duties Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
		

A. INDEPENDENT VENDOR / OBLIGATIONS

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

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

The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor 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 solicitation response 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 Vendor to the contract shall be employees of the Vendor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Vendor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Vendor or the subcontractor respectively.

With respect to its employees, the Vendor 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 Vendor's employees, including all insurance required by state law.
- 3. Damages incurred by Vendor'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 Vendor'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 Vendor, its officers, agents, or subcontractors or subcontractor's employees).

If the Vendor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the solicitation response. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its solicitation response in the performance of the contract without the prior written authorization of the State. If the Vendor subcontracts any of the work, the Vendor agrees to pay any and all subcontractors in accordance with the Vendor's agreement with the respective subcontractor(s).

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

Vendor 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 Vendor 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

The Vendor 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 Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor 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 Solicitation response.
3. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Vendor understands and agrees that lawful presence in the United States is required, and the Vendor 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 Vendor 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 Vendors 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 Vendor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Vendor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Solicitation.

#### D. COOPERATION WITH OTHER VENDORS

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

#### E. DISCOUNTS

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

#### F. PRICES

Prices submitted on the cost sheet shall remain fixed for the first year of the contract. Any request for a price increase subsequent to the first year of the contract shall be submitted in writing to the NDOT a minimum of sixty (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. PERMITS, REGULATIONS, LAWS

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 Vendor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Vendor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

#### H. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Vendor 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. Vendor 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.

#### I. INSURANCE REQUIREMENTS

The Vendor 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 Vendor shall not commence work on the contract until the insurance is in place. If Vendor subcontracts any portion of the Contract the Vendor 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 Vendor 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 Vendor 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 Vendor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Vendor hereunder.

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

If by the terms of any insurance a mandatory deductible is required, or if the Vendor elects to increase the mandatory deductible amount, the Vendor 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 Vendor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Vendor 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 Vendor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Vendor 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 Vendor 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 Vendors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

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

3. **EVIDENCE OF COVERAGE**  
The Vendor 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  
RFP R420-25 / Dana Smith  
PO Box 94759  
Lincoln, NE 68509  
[NDOT.ProcurementSourcing@nebraska.gov](mailto:NDOT.ProcurementSourcing@nebraska.gov)

These certificates or the cover sheet shall reference the solicitation 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 Vendor to maintain such insurance, then the Vendor 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 Vendor.

- J. **ANTITRUST**  
The Vendor 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.

- K. **CONFLICT OF INTEREST**  
By submitting a solicitation response, vendor certifies that no relationship exists between the vendor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this solicitation or project.

Vendor further certifies that vendor will not employ any individual known by vendor to have a conflict of interest nor shall vendor 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, vendor shall provide with its solicitation response 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 solicitation response evaluation.




- L. STATE PROPERTY**  
The Vendor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Vendor's use during the performance of the contract. The Vendor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.
- M. SITE RULES AND REGULATIONS**  
The Vendor 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 Vendor 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 Vendor.
- N. ADVERTISING**  
The Vendor 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.
- O. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)**
1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
  2. By entering into this Contract, Vendor understands and agrees that if the Vendor is providing a product or service that contains ICT, as defined in subsection 3 below and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Vendor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.
  3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Vendor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a Vendor.
- P. DISASTER RECOVERY/BACK UP PLAN**  
The Vendor 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.
- Q. DRUG POLICY**  
Vendor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Vendor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.
- R. WARRANTY**  
Despite any clause to the contrary, the Vendor 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 Vendor 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 Vendor is unable to perform the services as warranted, Vendor shall reimburse the State all fees paid to Vendor 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.
- S. TIME IS OF THE ESSENCE**  
Time is of the essence with respect to Vendor's performance and deliverables pursuant to this Contract.

IV. PAYMENT

Bidder should read the Payment clauses within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Payment clauses Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

- 1. The specific clause, including section reference, to which an exception has been taken;
- 2. An explanation of why the bidder took exception to the clause; and
- 3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. 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 solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Payment Clauses Within Section as Written (Initial)	Exceptions Taken to Payment Clauses Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
		

- 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 Solicitation. The Vendor 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 Vendor's equipment which may be installed in a state-owned facility is the responsibility of the Vendor.
- C. **INVOICES**  
Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment. Invoices should be generated on a quarterly basis and sent to [ndot.research@nebraska.gov](mailto:ndot.research@nebraska.gov). Invoices must include at least the following information:
- 1. Dates of services
  - 2. Amount of reimbursement
  - 3. Name of traveler for each reimbursement
  - 4. Origin & Destination for each reimbursement
  - 5. Administrative cost for each reimbursement
  - 6. Service provided
  - 7. Receipts for travel expense reimbursements (if applicable)
  - 8. Mileage (if applicable)
- The terms and conditions included in the Vendor'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**  
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 Vendor 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 Vendor 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 Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such goods or services.

- F. LATE PAYMENT (Nonnegotiable)**  
The Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor's performance of this contract upon a thirty (30) days' written notice. Vendor 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 Vendor 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 Vendor shall make the Information available to the State at Vendor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Vendor so elects, the Vendor 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 Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Vendor.
- 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 Vendor, the Vendor 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 Vendor agrees to correct any material weaknesses or condition found as a result of the audit.



## 4. Technical Response

Page 21 of the solicitation states: “Bidders should identify the subdivisions of ‘Project Description and Scope of Work’ clearly in their solicitation response.” The Technical Response below details how CTC will undertake this project as described and scoped by the State of Nebraska on pages 19 and 20 of the solicitation.

### a. Understanding of the Project Requirements

NDOT Research Section holds an important role within the agency. It works to enhance operations and services across the DOT and to maximize limited resources by using research to identify and solve a wide range of challenges. Sharing the results of research efforts is critical to ensure effective collaboration within the agency and with NDOT’s external partners, including the public.

CTC & Associates, [ctcandassociates.com](http://ctcandassociates.com), specializes in program consulting and technical communications for transportation research programs. Headquartered in Lincoln, Nebraska, CTC has extensive experience developing and delivering communication and technology transfer products for state DOT research programs that were in a position much like NDOT’s: ready to enhance how information is shared through multiple channels — research summaries, news polls, and annual program fact sheets — to help reach a wide audience. These new products will help NDOT tell the vital story of how the research is improving transportation for Nebraska’s road users. And unlike investigator-driven research reports and summaries, these products will tell the story from the state’s perspective: *What was the problem we needed to solve? What did we do? What did we find out? And most importantly: How will the results benefit Nebraska?* Together with lively designs, engaging graphics, and strategically crafted quotes and captions as appropriate, the research summaries, news polls, and program fact sheet will together support dual messages:

- **The research coming out of the Research Section benefits Nebraska.**
- **The Research Section is an asset to NDOT.**

In addition to working directly with state DOTs, CTC also assists with transportation pooled fund study management, administration, meeting facilitation, and communication efforts. We have seen firsthand the unparalleled opportunities afforded by the federal Transportation Pooled Fund Program to allow states to collaborate on research needs of common interest and concern and to leverage their research dollars. We know also that the program comes with administrative and bureaucratic challenges. Among the 10 pooled fund studies that CTC is currently involved with, CTC conducts travel reimbursements for five of these (No Boundaries, New England Transportation Consortium, Northeast Transportation Research Consortium, Western Transportation Research Consortium, and ENTERPRISE). We can provide this same service for the Midwest Roadside Safety pooled fund study, freeing Nebraska and its partner states to focus their time and attention on the research.

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## **b. Proposed Development Approach**

CTC has generated a significant volume of communication products for state DOTs.

- We have created upwards of a thousand research summaries of completed research projects for our customers. These two-page plain-English summaries capture the objectives, findings, plans for implementation, and benefits of the research, incorporating insights gained from interviews of investigators and DOT project managers.
- We have, over two decades, created DOT news items for a wide variety of platforms — print newsletters, e-newsletters, social media posts, GovDelivery digital distributions, and standalone news posts like the news polls described in this solicitation. These touch on every topic of interest to internal and external customers of research.
- We have created fact sheets for research programs summarizing the year’s accomplishments. We have also created fact sheets detailing targeted information, ranging from research committee membership expectations to transportation library services.

As noted in the Summary of Bidder’s Corporate Experience, we have created the informational format and design template for many of these products as well.

And though these products vary in size and scope, what they have in common is that they are always developed in close partnership with our DOT clients.

As we look to developing the products requested in the Project Description and Scope of Work, we know that we can’t help meet NDOT’s goals for a specific product — be it the design or a specific edition — until we fully understand NDOT’s goals. The tasks spelled out in the Detailed Project Work Plan below call for frequent review and careful oversight. This is a proven formula for success.

Beyond this, CTC’s development approach is also rooted in our nimbleness as an organization. Our associates routinely switch between project management and product delivery based on our clients’ needs. In this proposal, Ms. Bos is positioned to serve in a client management role while also doing the heavy lifting for managing reimbursements. Likewise our CEO, Mr. Hirt, will undertake writing projects when there is a need. While our primary roles and reporting structure remains clearly defined (see Summary of Bidder’s Proposed Personnel/Management Approach), we are “all hands on deck” to get the job done.

## **c. Technical Requirements**

For creating research summaries, CTC will require:

- Access to final or near-final research reports.

- Permission to interview knowledgeable parties to be identified (project managers, project champions, principal investigators).
- Access to appropriate images if available internally at NDOT.

For creating news polls, CTC will require:

- Access to source content driving each article.
- Access to appropriate images if available internally at NDOT.

For creating the program fact sheet, CTC will require source data related to the State Planning & Research (SPR) and Midwest Roadside Safety pooled fund study projects to be presented.

For all of the above products, CTC will require access to any available NDOT or Research Section written style guidance, brand guidelines, and logos.

For reimbursements, CTC will require further explanation or understanding of NDOT or State of Nebraska approval roles, if any, in the travel and reimbursement process.

## **d. Detailed Project Work Plan**

### **Task Area 1: Project Management**

#### *Task 1a. Kickoff Meeting*

Upon execution of a contract, a kickoff meeting between CTC staff and NDOT staff will be held to outline processes for this project as well as NDOT's unique dissemination needs, opportunities, and lessons learned from past deliverables.

#### *Task 1b. Ongoing Management.*

Following this kickoff, regularly scheduled check-in meetings will ensure project coordination, confirm that processes are working as desired, and provide an opportunity to assess overall progress and alter processes if necessary. These check-in calls will be set up to occur monthly or quarterly, with flexible rescheduling possible to accommodate the project's needs.

Other planning items to consider during this task include technology needs and capabilities for sharing large files and any style or branding guidelines NDOT has for its written content and graphic designs.

### **Task Area 2: Research Summaries**

#### *Task 2a. Template and Research Summary 1*

CTC will develop the first research summary and establish a template and development process for all of the research summaries.

The template will consider the agency’s preferences for organization, visual design elements, and conformity with other State of Nebraska collateral. The template and individual briefs will be laid out in Adobe InDesign for two-page printing or PDF digital publication.

CTC staff will develop content from several sources: reading final or near-final research reports, and conducting telephone interviews with key personnel familiar with the research to best understand the research need, outcome, and benefit. This might include NDOT’s project champions and NDOT Research Section staff. It may be helpful to interview the principal investigator to clarify technical questions.

**Note:** While the Project Description and Scope of Work states the summaries should be “no more than four pages” and that the “length and content will be determined by the Research Section’s representative,” CTC proposes a standard two-page length, which will accommodate 700 words plus graphics (two smaller or one large), a quote, and project information. This length is highly effective for reaching a general audience, and aligns with the hours available shown in the Pricing Summary Table provided by NDOT.

CTC will also seek and request relevant high-quality images. Working from this source content, CTC will draft, edit, and lay out the first research summary for NDOT’s review. A Microsoft Word draft may be provided first if this is NDOT’s preference.

All participants and NDOT Research Section staff, and any others identified, such as NDOT’s Communications Office, will have an opportunity to provide comments and corrections.

CTC will deliver a final revised research summary that meets ADA and Section 508 accessibility compliance and will be delivered in PDF format.

#### Task 2b. Research Summaries 2-4

CTC will follow a similar task schedule for developing and delivering the remaining three research summaries, using the template developed in Task 2a.

### **Task Area 3: News Polls**

#### Task 3. News Polls 1-10

CTC will write news polls on topics assigned by NDOT. We expect these will cover a range of topics, including announcements of final research reports or research summaries, and news and announcements from the NDOT Research Section. CTC staff will develop content from provided resources: research reports and other publications, email correspondence, or phone communications and brief interviews.

CTC does not anticipate designing a visual style or template for the news polls given the requirements for only electronic distribution. However, CTC will provide at least one image with a caption for each news poll.

While the Project Description and Scope of Work states the news polls will be “no longer than 500 words,” we expect these to be closer to 200 to 250 words based on the example referenced in Solicitation Addendum 1. This length aligns with the hours available for 10 news polls shown in the Pricing Summary Table provided by NDOT.

For each news poll, CTC will provide a draft to NDOT for review. NDOT Research Section and any others identified will have an opportunity to provide comments and corrections, and then CTC will deliver a final news poll to NDOT.

#### **Task Area 4: Program Fact Sheet**

##### **Task 4. Program Fact Sheet**

CTC will develop a two-page fact sheet providing vital statistics on the NDOT Research Section’s program, including planned and in-progress SPR and Midwest Roadside Safety pooled fund study research.

NDOT’s desire for “graphics to show pertinent details of the program” and “items and facts that explain how the Research Funds are used, items of interest, and general program health” may take shape in different ways depending on initial scoping discussions among the Research Section and CTC. The combination of summary text, images, and custom data graphics to be created will likely use many of the hours available for this task shown in the Pricing Summary Table provided by NDOT. However, CTC will develop a designed publication in InDesign by drawing from the thematic design elements in the Research Summary publication to give both a common look and feel.

CTC will develop a working draft-in-progress of both the content and designed layout for NDOT’s review in the early stages of the program fact sheet’s development to assure that the product is meeting NDOT’s expectations. CTC will also deliver a final draft and, pending corrections from NDOT, a final version meeting ADA and Section 508 accessibility compliance to be delivered in PDF format.

#### **Task Area 5: Reimbursement Facilitation**

##### **Task 5. Reimbursements**

CTC will facilitate the reimbursement of travel expenses for attendees of the spring meeting of the Midwest Roadside Safety pooled fund study meeting held in the spring in Lincoln, Nebraska.

While CTC has facilitated reimbursements for other pooled funds, the process outlined in the Project Description and Scope of Work of this solicitation is not one that we have followed before.

It is more typical for travelers to meet the pooled fund lead state’s travel reimbursement policy, and submit their reimbursement requests to the lead state for approval and payment by CTC (for which CTC is later repaid by the lead state).



If the described process of facilitating travel requests and getting individual state approvals for 30 state travelers is desired, CTC is prepared to undertake this effort. We are very familiar with the U.S. General Services Administration’s guidelines and policies, including allowable and excluded costs, and we have worked with many state DOTs that follow similar but nonidentical state guidance.

CTC has sufficient funds to pay individual traveler reimbursements and carry these costs until we are reimbursed by NDOT. We will print and mail checks from our Lincoln, Nebraska, headquarters.

**e. Deliverables, Due Dates, and Estimated Hours**

In addition to providing deliverables and due dates in Table 4.1, we also provide an estimated number of hours for each task.

**Table 4.1. Proposed Deliverables, Due Dates, and Estimated Hours**

No.	Task	Deliverables	Due Date	Hours
1a	Kickoff Meeting	Documentation of key decisions and actions	Within first four weeks of contract	0*
1b	Ongoing Management	Documentation of key decisions and actions	Duration of contract	0*
2a	Template and Research Summary 1	Draft and final research summary template; draft and final of first research summary	10 weeks after request to begin	44
2b	Research Summaries 2-4	Draft and final of three additional research summaries	Each 6 weeks after request to begin	27 each x 3 = 81
3	News Polls 1-10	Draft and final of 10 news polls	Each 2 weeks after request to begin	2.5 each x 10 = 25
4	Program Fact Sheet	Working-draft-in-progress, final draft, and final of program fact sheet	8 weeks after request to begin	30
5	Reimbursements	Meeting reimbursements to participants	4 weeks after conclusion of meeting	50

Note that Tasks 1a and 1b will require more than zero hours. However, to conform with NDOT’s Pricing Summary Table, we have listed zero here. We expect to draw no more than a few hours from Task Areas 2 through 5 to complete the tasks in Task Area 1.

**5. Cost Sheet**

The completed Cost Sheet follows on the next page of this proposal.

**NEBRASKA DEPARTMENT OF TRANSPORTATION**  
**Cost Proposal Bid Sheet**  
**Request for Proposal Number R420-25**  
**Research Program Outreach and Administrative Assistance Services**

Please indicate fixed hourly rate for each deliverable category. The deliverables will be paid as fixed payments upon completion and/or acceptance of projects. All costs necessary to satisfy the requirements of this RPF must be included in the pricing listed on this form. No invoice will be approved unless the associated deliverables have been approved by NDOT. Contractor will be paid based on actual amount of hours worked and travel reimbursement costs.

**PRICING SUMMARY TABLE**

Description		Estimated Annual Usage/Hours	Per Hour	Total Cost
1	Research Summaries	125	\$ \$131.52	\$ \$16,440.00
2	News Polls	25	\$ \$131.52	\$ \$3,288.00
3	Program Fact Sheet	30	\$ \$131.52	\$ \$3,945.60
4	Administration Fees for Travel Reimbursement Process	50	\$ \$131.52	\$ \$6,576.00
			GRAND TOTAL	\$ \$30,249.60

Travel reimbursement costs will be paid with proper documentation including but not limited to:

- 1. Dates of services
- 2. Amount of reimbursement
- 3. Name of traveler for each reimbursement
- 4. Origin & Destination for each reimbursement
- 5. Administrative cost for each reimbursement
- 6. Service provided
- 7. Receipts for travel expense reimbursements (if applicable)
- 8. Mileage (if applicable)