

State of Nebraska Department of Transportation
REQUEST FOR PROPOSAL FOR SERVICES CONTRACT

SOLICITATION NUMBER	RELEASE DATE
126163 Z6	June 15, 2026
OPENING DATE AND TIME	PROCUREMENT CONTACT
July 7, 2026 2:00 p.m. Central Time	Aaron Thrash

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska (State), Department of Transportation, is issuing this solicitation for a service contract for the purpose of selecting a qualified bidder to provide an **Advanced Traveler Information System (ATIS)**. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be two (2) years commencing upon execution of the contract by the State and the Vendor (Parties). The Contract includes the option to renew for five (5) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

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

ALL INFORMATION PERTINENT TO THIS SOLICITATION CAN BE FOUND ON THE INTERNET AT:
<https://dot.nebraska.gov/business-center/procurement/procure-service-opp/>.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the Solicitation, and the awarded solicitation response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov> and the NDOT's website at: <https://dot.nebraska.gov/business-center/contractor/service-maintenance-contracts/>.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all responses received regarding this Solicitation will be posted to the Nebraska Department of Transportation's public website.

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

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

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

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

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GLOSSARY OF TERMS

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

Addendum: A written correction or alteration to a document during the solicitation process (e.g., Questions and Answers, Revised Schedule of Events, Addendum to Contract Award)

Agency: All officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations

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

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

Amendment: A written correction or alteration to a document

Appropriation: Legislative authorization to expend public funds for a specific purpose; money set apart for a specific use

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

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

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

Bid: See Solicitation Response

Bid Opening: The process of opening correctly submitted solicitation responses at the time and place specified in the written solicitation and in the presence of any bidder who wishes to attend

Bidder: A Vendor who submits a Solicitation Response

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

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

Business Day: Any weekday, except State-recognized holidays

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

Cancellation: To call off or revoke a solicitation, purchase order, or contract without expectation of conducting or performing at a later time

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

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

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

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

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

Confidential Information: See Proprietary Information

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

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

Contract Award: Document that officially awards a contract to a bidder(s) as the result of a competitive solicitation or a vendor(s) in a contract that qualifies for an exception or exemption from the competitive bidding requirements of the State Procurement Act

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

Contract Period: The duration of the contract

Contractor: See Vendor

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

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

Cost Sheet: A required document that is completed by the vendor in the prescribed format to show the vendor's pricing to provide the commodities or perform the services requested.

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

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those commodities or services provided by a Vendor

Default: The omission or failure to perform a contractual duty

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

Evaluation: The process of examining a solicitation response after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the solicitation response that relate to determination of the successful award

Evaluation Committee: Individual(s) identified by the agency that leads the solicitation to evaluate solicitation responses

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

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the Vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product

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

Installation Date: The date when the procedures described in "Installation by Vendor" and "Installation by State" as found in the solicitation or contract are completed

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

Late Solicitation Response: A solicitation response received after the Opening Date and Time

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

Mandatory: Required, compulsory, or obligatory

May: Discretionary, permitted; used to express possibility

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

Must: See Shall

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

Non-Responsive Solicitation Response: Any solicitation response that does not comply with the requirements of the solicitation or cannot be evaluated against the other solicitation responses

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

Opening Date and Time: Specified date and time for the opening of received, labeled, and sealed formal solicitation responses

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

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

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

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

Personal Property: See Commodities

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

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

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

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

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

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

Proposal: See Solicitation Response

Proprietary Information: Trade secrets, academic and scientific research work that is in progress and unpublished or other information that if released would give advantage to business competitors and serve no public purpose. See Neb. Rev. Stat. § 84-712.05(3). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance: A complaint about a governmental action or decision related to the solicitation or resultant contract under NDOT's Protest Policy.

Quote: See Solicitation Response

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

Release Date: The date of public release of the solicitation

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

Request for Proposal (RFP): See Solicitation

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

Responsive Bidder: A Vendor who has submitted a solicitation response which conforms to all requirements of the solicitation

Shall: An order/command; mandatory

Should: Expected; suggested, but not necessarily mandatory

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

Solicitation: A formal invitation to receive quotes in the form of a Request for Proposal or Invitation to Bid

Solicitation Response: An offer, quote, bid, or proposal submitted by a Vendor in response to a Solicitation

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

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

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

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

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

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

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

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

Vendor: An individual or entity lawfully conducting business with the State, or licensed to do so, who seeks to provide and contract for goods or services under the terms of a Solicitation and/or Contract

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

Will: See Shall

Work Day: See Business Day

ACRONYM LIST

ACH – Automated Clearing House

ARO – After Receipt of Order

ATIS – Advanced Traveler Information System

BAFO – Best and Final Offer

COI – Certificate of Insurance

CPU – Central Processing Unit

DAS – Department of Administrative Services

F.O.B. – Free on Board

ICT – Information and Communication Technology

NDOT – Nebraska Department of Transportation

NIGP – National Institute for Governmental Purchasing

PA – Participating Addendum

PCO – Procurement Contracts Officer

RFP – Request for Proposal

SaaS – Software as a Service

SPB – State Purchasing Bureau

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

This solicitation is designed to solicit responses from qualified bidders who will be responsible for providing Advanced Traveler Information System (ATIS) at a competitive and reasonable cost.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

RFP Number: 126163 Z6
Name: Aaron Thrash
Agency: Nebraska Department of Transportation
Operations Division
Mailing Address: PO Box 94759
(USPS delivery) Lincoln, NE 68509-4759
Physical Address: 5001 S. 14th Street
(all other deliveries) Lincoln, NE 68512
Telephone: (402) 479-3111
E-Mail: NDOT.ProcurementSourcing@nebraska.gov

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

The following exceptions to these restrictions are permitted:

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

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

C. SCHEDULE OF EVENTS

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

Schedule of Events		
ACTIVITY		DATE/TIME
1.	Release solicitation	June 15, 2026
2.	Last day to submit written questions.	June 25, 2026
3.	State responds to written questions through solicitation "Addendum" to be posted to the Internet at: https://dot.nebraska.gov/business-center/procurement/procure-service-opp/	June 29, 2026
4.	Proposal Opening Location: Nebraska Department of Transportation Operations Division 5001 So. 14 th Street Lincoln, NE 68512	July 7, 2026 2:00 PM Central Time
5.	Review for conformance to solicitation requirements	July 8, 2026
6.	Evaluation period	July 9 – July 10, 2026
7.	"Vendor Demonstrations" (if required)	July 16, 2026
8.	Post "Intent to Award" to the Internet at: https://dot.nebraska.gov/business-center/business-opp/procure-service-opp/	July 31, 2026
9.	Contract finalization period	July 31 – August 31, 2026
10.	Contract award	August 31, 2026
11.	Contract start date	September 1, 2026

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to Nebraska Department of Transportation and clearly marked "Solicitation Number 126163 Z6; ATIS Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should submit questions for any items upon which assumptions may be made when preparing a response to the solicitation. Any solicitation response containing assumptions may be deemed non-responsive and may be rejected by the State. Solicitation responses will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

Questions should be submitted to NDOT.ProcurementSourcing@nebraska.gov; it is recommended that bidders submit questions using the following format:

RFP Section Reference	RFP Page Number	Question

Written answers will be posted at <https://dot.nebraska.gov/business-center/business-opp/procure-service-opp/> per the Schedule of Events.

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

All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Nebraska Department of Transportation's website at: <https://dot.nebraska.gov/media/gurelo3n/us-citizenship-attestation-form.pdf>. This should be accomplished prior to the execution of the contract.

F. ETHICS IN PUBLIC CONTRACTING

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

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

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

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

G. DEVIATIONS FROM THE SOLICITATION

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

H. SUBMISSION OF SOLICITATION RESPONSES

Bidders should submit one (1) solicitation response marked on the first page: "ORIGINAL". If multiple solicitation responses are submitted, the State will retain one (1) copy marked "ORIGINAL" and destroy the other copies. The bidder is solely responsible for any variance between the copies submitted. Solicitation responses must reference the solicitation number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. on the face of each container or bidder's solicitation response packet. If a recipient phone number is required for delivery purposes, (402) 479-3111 should be used. The solicitation number should be included in all correspondence. The State will not furnish packaging and sealing materials.

It is the bidder's responsibility to ensure the solicitation response is received by the date and time indicated in the Schedule of Events. Solicitation Responses must be submitted by the date and time of the opening per the Schedule of Events. No late solicitation responses will be accepted.

Pages may be consecutively numbered for the entire solicitation response or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

The Technical Responses should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Response so that the bidder's understanding of the scope of work may be evaluated. The Technical Response shall disclose the bidder's technical requirements in as much detail as possible, including, but not limited to, the information required by the Technical Response instructions.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. The website can be found here: <https://dot.nebraska.gov/business-center/business-opp/procure-service-opp/>.

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

The "Contractual Agreement Form" must be signed manually in ink or by DocuSign or other electronic means with signature authentication/certification and returned by the opening date and time along with the bidder's solicitation response and any other requirements as stated in this solicitation in order for the bidder's solicitation response to be evaluated.

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

I. INVALID SOLICITATION SUBMISSIONS

NDOT will not accept solicitations by email, electronic, voice, or telephone.

J. SOLICITATION PREPARATION COSTS

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

K. FAILURE TO COMPLY WITH SOLICITATION

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

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

L. SOLICITATION RESPONSE CORRECTIONS

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

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

M. LATE SOLICITATION RESPONSES

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

N. BID OPENING

The opening will consist of opening solicitation responses and announcing the names of bidders. Responses **WILL NOT** be available for viewing by those present at the opening. Responses will be posted to the Nebraska Department of Transportation's website once an Intent to Award has been posted to the website. Once responses are opened, they become the property of the State of Nebraska and will not be returned.

O. SOLICITATION REQUIREMENTS

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

1. Original Contractual Agreement Form signed manually in ink or by DocuSign or other electronic means with signature authentication/certification;

2. Clarity and responsiveness;
3. Completed Corporate Overview;
4. Completed Sections II through IV;
5. Initial Project Management Plan;
6. Completed Technical Response;
7. Completed System Requirements Matrix (Attachment B); and
8. Completed Cost Sheet (Attachment A).

P. EVALUATION COMMITTEE

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

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

Q. EVALUATION OF SOLICITATION RESPONSES

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

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

Neb. Rev. Stat. § 73-808 allows the State to consider a variety of factors, including, but not limited to, the quality of performance of previous contracts to be considered when evaluating responses to competitive solicitations in determining a responsible bidder. Information obtained from any Contract Compliance Request or any Contract Non-Compliance Notice (See Terms & Conditions, Section II.H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

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

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

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

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

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

R. BEST AND FINAL OFFER

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

The State reserves the right to conduct more than one BAFO. If requested by the State, the BAFO must be submitted on the BAFO Cost Sheet and in accordance with the State's instructions. Failure to submit a requested BAFO or failure to submit a BAFO in accordance with the State's instructions may result in rejection of the bidder's entire solicitation response. BAFOs may be scored and ranked by the Evaluation Committee.

S. REFERENCE AND CREDIT CHECKS

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

T. AWARD

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

1. Amend the solicitation;
2. Extend the date and time of a solicitation;
3. Waive deviations or errors in the State's solicitation process and in bidder responses that are not material, do not compromise the solicitation process or a bidder's response, and do not improve a Vendor's competitive position;
4. Accept or reject a portion of or all of a solicitation response;
5. Accept or reject all responses;
6. Withdraw the solicitation;
7. Elect to re-release the solicitation;
8. Award single lines or multiple lines to one or more Vendors; or,
9. Award one or more all-inclusive contracts.

The solicitation does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at: <https://dot.nebraska.gov/business-center/procurement/procure-service-opp/>.

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at: <https://dot.nebraska.gov/media/pwgjyfqj/06-25-policy-25-23-07-signed.pdf>.

U. LUMP SUM OR "ALL OR NONE" SOLICITATION RESPONSES

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

**"LUMP SUM" OR "ALL OR NONE" RESPONSES SHOULD BE CLEARLY IDENTIFIED
ON THE FIRST PAGE OF THE SOLICITATION AND COST PROPOSAL**

V. REJECTION OF SOLICITATION RESPONSES

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

W. PRICES & COST CLARIFICATION

Discount and Price provisions are discussed in Sections III.F. and III.G. The State reserves the right to review all aspects of cost for reasonableness and realism as those terms are defined in (Neb. Rev. Stat. § 73-810 (1) (a) and (b) The State may request clarification of any solicitation where the cost component indicates a significant and unsupported deviation from industry standards or in areas where detailed pricing is required. Under Neb. Rev. Stat. § 73-810 (2), the State may reject a bid if the price is not reasonable or realistic.

X. VENDOR DEMONSTRATIONS

The State may determine that oral interviews/presentations and/or demonstrations are required. Every bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Corporate Overview, Technical Response, and Cost Sheets. The presentation process will allow the bidders to demonstrate their solicitation response offering, explaining and/or clarifying any unusual or significant elements related to their solicitation responses. Bidders' key personnel, identified in their solicitation response, may be requested to participate in a structured interview to determine their understanding of the requirements of this solicitation response, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the

presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their solicitation responses.

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

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

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.)

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 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. 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 Vendor, person, or entity in the assumption of any or all of the obligations of this contract,
- 5. Cooperate with any successor Vendor, 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. 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. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)

The Vendor certifies that it is not a scrutinized company as defined under the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. Sec. § 73-903 (5); that it will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company.

C. 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 Transportation's website at <https://dot.nebraska.gov/media/gurelo3n/us-citizenship-attestation-form.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.

D. 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.

E. 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.

F. 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.

G. 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 thirty (30) days prior to the requested effective date of the increase. 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.

H. 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.

I. 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.

J. 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 contactors' 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)	\$100,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Vendors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

The 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
Attn: Operations Division
PO Box 94759
Lincoln, NE 68509
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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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 shall be sent to: NDOT.OperationsAdmin@nebraska.gov

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 or federal 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 reasonable written

notice 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.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

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

A. PROJECT OVERVIEW

The Nebraska Department of Transportation ("NDOT") currently operates an Advanced Traveler Information System (ATIS) that support pre-trip and en-route information dissemination over telephone, internet, and mobile applications.

NDOT is soliciting proposals from qualified Vendors to provide a fully functional, customizable ATIS solution, including all professional services necessary for the design, configuration, implementation, integration, testing, operation, maintenance, support, hosting, and ongoing enhancement of the system. The State anticipates that the proposed solution will be based on an existing commercially available ATIS platform that can be configured to meet NDOT's operational, technical, and business requirements.

B. SOLUTION TYPE

NDOT will only consider proposals for Software as a Service (SaaS) solutions that can be customized to address the specific operational and functional requirements of the agency.

C. SOLUTION HOSTING

The solution shall be Vendor-hosted and cloud-based. The Vendor shall provide a secure, scalable, and highly available hosting environment that complies with applicable State of Nebraska security standards and policies.

Vendor-hosted solutions may include hosting within third-party cloud environments, including but not limited to Amazon Web Services (AWS), Microsoft Azure, or Google Cloud, provided the Vendor remains fully responsible for all hosting, system management, security, availability, maintenance, support, and contractual compliance obligations.

D. SOFTWARE REQUIREMENTS

Vendor shall provide and maintain all software, operating systems, licensing, middleware, auxiliary components, support software, and related technology necessary to fully support and operate the proposed solution as a Vendor-hosted SaaS offering. The Vendor shall be solely responsible for the hosting, operation, maintenance, support, patching, security, and lifecycle management of the complete solution, including all third-party software components utilized within the hosted environment.

Throughout the initial contract term and any renewal periods, the Vendor shall maintain all software components, including third-party software products and dependencies, on vendor-supported and secure versions at no additional cost to NDOT. The Vendor shall ensure that software updates, patches, upgrades, and maintenance activities do not adversely impact system functionality, performance, integrations, or availability to NDOT users.

The Vendor shall provide NDOT with advance notification of planned maintenance, major upgrades, or changes that may impact system availability, functionality, integrations, or user experience. Emergency maintenance necessary to protect system stability or security may be performed without advance notice when reasonably necessary.

The Vendor shall be responsible for all costs associated with maintaining, upgrading, supporting, licensing, monitoring, and securing all software components necessary for operation of the proposed solution, including any third-party software dependencies. Under no circumstances shall NDOT be required to separately purchase, license, maintain, host, or upgrade software required for the operation of the Vendor-hosted solution.

E. SCOPE OF WORK

The scope of work includes the planning, development, testing, training, implementation, operation, maintenance, support, and enhancement of an Advanced Traveler Information System (ATIS). This includes the necessary software, , and professional services necessary for implementation of a modern, user-friendly ATIS that supports evolving customer service expectations, expanded functionality and NDOT's operational objectives.

The ATIS Project is divided into three (3) segments, which are described in further detail below in Sections G, H, and I:

1. **Segment 1: Project Planning and Management**

The Vendor shall manage the project from beginning to end utilizing project management best practices to keep the project in-scope, within budget, on-time, and in compliance with all requirements.

2. **Segment 2: Perform Implementation**

The Vendor shall plan, design, develop, and configure the solution. The Vendor shall detail, in written plans, how it will approach and execute key activities such as Training, and Testing. The Vendor shall fulfill the plans in cooperation with NDOT.

3. **Segment 3: Operations, Maintenance and Support**

The Vendor shall provide ongoing operations, maintenance, and support services for the ATIS for the duration of the Contract, including any renewal periods. This includes system updates and providing technical support and training where appropriate.

All tasks herein shall fully incorporate the information and utilize the data sources described in Attachment B: System Requirements Matrix for the NDOT ATIS. Bidders must consider all attachments (Attachment A, Attachment B) as integral to this Request for Proposals (RFP) and performance of the scope of work as outlined in the tasks herein. Bidders must respond to each requirement in all attachments and submit with completed documents with its proposal.

F. INITIAL PROJECT MANAGEMENT PLAN *(DUE WITH RFP RESPONSE)*

Integral to the success of the project is a solid project plan and the management of that plan. Bidder shall submit an Initial Project Management Plan with their proposal. This document shall provide a conceptual overview of the Bidder's proposed project management methodology and approach to delivering the project. The Initial Project Management Plan is intended for evaluation purposes only and shall not be considered the final Project Management Plan. Upon contract award, the successful Bidder shall develop and submit a detailed Project Management Plan for NDOT review and approval, incorporating and expanding upon the information provided in their proposal.

Bidder shall develop a viable Initial Project Management Plan according to industry standards and best practices that meets contractual requirements of this RFP and timelines with the timing necessary for successful pre-implementation activities.

G. SEGMENT 1 - PROJECT PLANNING AND MANAGEMENT

Project Management is on-going for the duration of the entire project; from project start date to system completion. The primary objective of project management is to plan, manage, and control the timely and accurate completion of all tasks and deliverables. The Vendor shall develop, manage, and execute the Project Management Plan according to project management best practices within the agreed upon scope.

The Vendor shall comply with and provide support to NDOT processes and collaborate with the NDOT Project Team which will include NDOT's Operations Communications Services Manager, NDOT's BTSD Project Manager, NDOT's SOC Manager and others as deemed appropriate by the State.

NDOT has established guidelines and processes for managing the ATIS Project. NDOT welcomes Vendor recommendations, including suggested improvements and industry best practices, that may reduce risk, enhance processes, and improve deliverable quality. Any modifications to NDOT's processes or guidelines will be made at NDOT's sole discretion, following consideration of Vendor recommendations and shall be within the scope of the contract.

1. Frequency and Evolution of Project Management

NDOT will work with the Vendor to determine the most practical and effective approach to project management which will evolve over time (collaboratively with the Vendor) to meet the needs of the project. The project management activities will be dynamic. The project management responsibilities described in this section represents a minimum set of required tasks and deliverables. NDOT will set the standards for project management reporting and tasks throughout the life of the project. The Vendor is responsible for complying with the identified project management standards as submitted in its response to Attachment B - System Requirements Matrix and agreed to in the Contract.

1.1 Project Review and Kickoff Meeting

Vendor shall perform project start-up activities and develop project planning documentation as part of the contract. The Vendor shall plan and deliver a kickoff meeting within fifteen (15) days of the effective date of the contract to:

- a. Present an overview of the Project Schedule, Project Management Plan and the manner in which the project activities will be executed.
- b. Incorporate all RFP and contractual documents into the review.
- c. Provide an electronic copy of the presentation materials to the NDOT's Project Team and other attendees.

1.2 Project Management Plan

Vendor shall prepare and deliver a detailed Project Management Plan (PMP) with a timeline for delivery milestones as identified below within fifteen (15) days of effective date of the contract. The final PMP shall expand upon and refine the concepts presented in the IPMP and shall include detailed project management processes, deliverables, schedules, reporting requirements, risk and issue management procedures, quality management processes, resource planning, and other project controls necessary for successful project execution.

The Vendor, at a minimum, shall complete the following tasks:

- a. Develop, maintain, and implement a Project Management Plan, subject to NDOT approval, that aligns with project requirements and standards. The plan shall include a high-level project roadmap, project schedule, key milestones, deliverables, documented assumptions, and applicable best practices developed in coordination with the NDOT Project Manager and Project Team.
- b. Provide regular project coordination and reporting activities, including participation in bi-weekly webinar/conference call meetings, preparation of meeting agendas, meeting notes, and action items, and attendance at in-person meetings at NDOT facilities in the Omaha/Lincoln area as required.
- c. Maintain and update the Project Schedule on a weekly basis through project launch and monthly thereafter.
- d. Submit a monthly Project Status Report detailing project progress, upcoming work, issues and resolutions, and budget status.
- e. Periodically review and update the Project Management Plan and all project management documentation throughout the contract term to reflect current project information, lessons learned, and all requirements of this RFP.

1.3 Scope and Change Management

As part of the Project Management Plan, the Vendor shall develop, present for approval, and execute a sub-section for defining and managing project scope, and for tracking progress toward completion.

This sub-section shall include:

- a. All documentation and work products, once the scope (as defined in the requirements matrix) and schedule are agreed upon by NDOT's Project Team, shall be subject to the agreed-upon change management process.
- b. The Vendor shall update the project schedule approved by NDOT as part of the change management process.
- c. The Scope and Change Management section shall reflect all Change Order processes identified in the Scope of Work.

1.4 Project Schedule and Schedule Management

Vendor shall develop, present for approval, and execute a sub-section for creating, maintaining, and managing the Project Schedule and any subsidiary schedules.

- a. Project schedule shall include Vendor and NDOT Project tasks. The Vendor shall obtain input and approval on NDOT Project tasks before publishing. The Vendor may not commit State resources to timelines or tasks without NDOT participation and approval of the schedule. The Vendor shall provide one (1) month of calendar lead time (or other mutually agreed timeframe) to ensure the appropriate resources are available.
- b. The Vendor, at a minimum, shall use a mutually agreed upon format to maintain all project schedules, unless NDOT agrees to another software scheduling software proposed by the Vendor. The Project Schedule shall be reviewed with the core team weekly, or as determined by NDOT's Project Team.
- c. The Vendor shall develop progress tracking tools, such as dashboards, to convey the status of the project.
- d. For reporting purposes, NDOT requires a detailed Project Schedule be summarized into a dashboard or at a level of detail appropriate for overseeing and managing the project. Different levels of reporting are required for different levels in the organization (e.g. Project Manager vs. Executive Support Team).
- e. The Vendor shall gain approval from NDOT's Project Team before publishing modifications to the schedule baseline.
- f. Derivative schedules or sub-schedules shall be compatible and consistent with the Project Schedule, linked to it, and rolled up into the Project Schedule.
- g. Project schedules shall follow common project management practices. Project schedules shall clearly define dependencies, resource requirements, and the critical path of tasks. All project schedules shall include appropriate milestones approved by NDOT's Project Team to allow for the overall tracking of project progress.
- h. All task durations and review cycles shall be calculated in State working days, not calendar duration of days. State of Nebraska and Federal holidays shall also be calculated as non-working days.
- i. The Vendor shall at all times develop and propose project schedules it believes are realistic and properly manage risk. Schedule delays which are not mutually agreed to as being caused by NDOT will not be considered for a change order nor additional compensation or consideration to the Vendor. In instances where a mutual agreement cannot be established, NDOT, at its sole discretion, shall retain the right to the final decision.
- j. The Vendor shall develop a project schedule based on the agreed upon releases dates. The Vendor shall provide an initial schedule and shall submit a revised schedule whenever there is an approved modification in the requirements or deliverables throughout all phases of the project.

1.5 Resource Management

Vendor shall develop, present for approval, and execute a sub-section for management of its resources on the project.

The Resource Management Plan shall include:

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

1.6 Communications Management

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

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

1.7 Risk and Issue Management

The Vendor shall develop, present for approval, and execute a sub-section for risk and issue management.

- a. The Risk and Issue Management Plan shall include identification of probable risks, mitigation and remediation strategies, as well as the risk and issue repository.

- b. The Vendor shall follow the established risk and issue escalation process to foster communication for relevant stakeholders.
- c. The Vendor shall develop and actively manage a risk register and issue register to be updated no less frequently than biweekly.
- d. The Vendor shall obtain input on a regular basis from project stakeholders as defined in the Risk Management Plan.
- e. The Vendor shall track project and development issues and risks, and assess potential changes to the project scope as a result of mitigation.
- f. The Vendor shall be responsible for documenting, tracking, and managing to resolution all issues and risks related to the project.
- g. The Vendor shall work with NDOT to review the design of the tracking systems and make necessary modifications to support the project.

2. Meeting Management

NDOT will work with the Vendor to establish standards and expectations for meeting coordination, documentation, communication, and reporting throughout the duration of the project. The Vendor shall comply with all meeting management standards and responsibilities identified herein.

2.1 Meeting Documentation

Vendor shall develop, present for approval, and execute a sub-section for managing and documenting all project meetings.

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

2.2 Status Meetings

The Vendor is responsible for performing project status meetings and reports, in accordance with industry-standard project management practices, as described below.

2.2.1 Weekly Project Team Meetings

- a. The Vendor shall meet at least weekly with the ATIS Project Team, or more frequently as determined by NDOT, to report project status, discuss project tasks, and ensure all project activities are progressing as planned.
- b. The Vendor shall prepare and distribute meeting agendas in coordination with NDOT's Project Team. Agendas shall include, as applicable, project status updates, discussion items, action items, resource considerations, schedule updates, issues and risks, decision points, procurements, change logs, and other relevant project information.
- c. The Vendor shall conduct a project review during each meeting, including discussion of project resources, schedule, issues, risks, procurements, action items, and any other matters requiring project team attention.
- d. The Vendor shall maintain and review project issues and risks on at least a weekly basis, or on another schedule as determined by NDOT's Project Team, and provide updates during project meetings.
- e. The Vendor shall facilitate project meetings in partnership with NDOT's Project Team. NDOT reserves the right to establish meeting agendas, facilitate meetings directly, or delegate these responsibilities to the Vendor as deemed appropriate.

2.2.2 Weekly Written Status Reports

The Vendor shall submit status reports to NDOT's ATIS Project Manager weekly for the Project Team Meeting. The proposed format and level of detail for the status reports will be subject to the approval by the NDOT.

The report shall include, at a minimum, the following:

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

2.2.3 Project Tracking

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

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

3. Approval of Deliverables

The Vendor is responsible for following the Delivery Approval Process. Deliverables shall be provided to NDOT for approval. The Vendor shall provide an electronic copy for each finalized written deliverable.

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

1. In compliance with all Contract requirements.
2. Completed within the timelines outlined in the approved project schedule.
3. Consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
4. Provides consistency between deliverables, where applicable.
5. Presented in a format appropriate for the subject matter and depth of discussion.
6. Organized in a manner which presents a logical flow of the deliverable's content.
7. Represents factual information reasonably expected to have been known at the time of submittal.
8. Contains proper grammar, spellings, punctuation, and structure.

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

3.1 Deliverable Acceptance Process

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

The Deliverable Acceptance Process is described as follows:

- a. Working Draft: The Vendor shall provide a working draft of the deliverables to NDOT no less than thirty (30) calendar days prior to the submission deadline. Intention of the working draft is to provide opportunity for communication between both parties to aid in the development process for deliverables acceptable to both parties.

The submitted working draft deliverable may contain limited structural errors such as incorrect punctuation and shall represent a significant level of completeness and shall comply with the practices required for each deliverable upon submission.

If not, NDOT may return the working draft deliverable and the review timelines will reset.

- b. Submission of Deliverables: NDOT and Vendor will mutually agree on the format for submission of Deliverables for approval by NDOT.
- c. Assessment of Deliverables: NDOT's representatives will determine whether the Deliverable meets the requirements as defined per the contract.
- d. Approval/Rejection: After reviewing the submitted Deliverable, NDOT will either approve or reject the deliverable.
 - 1) Approval: NDOT will acknowledge approval and return to the Vendor.
 - 2) Rejection: If rejected, NDOT will communicate in writing any deliverable deficiencies or non-conformities to the Vendor. The communication will describe what shall be corrected prior to the resubmission of the deliverable in sufficient detail for the Vendor to address the deficiencies. If desired by either party, a meeting will be held within three (3) business days from date of rejection.
 - 3) Partial Deliverable: NDOT may, at its sole discretion, accept a partial deliverable giving written acceptance for the partial deliverable. Supplemental documentation must be provided by the Vendor detailing all work that remains outstanding for the partial. All outstanding work remaining for the partial must be completed by a mutually accepted deliverable date established between the Vendor and NDOT's representatives.
- e. Correction of Deliverable: The Vendor will correct deficiencies in the Deliverable as identified by NDOT. The Vendor will submit a schedule for making changes to the Deliverable within two (2) business days of receipt of rejection of the deliverable or meeting.

Once the Vendor corrects all previously identified problems, the Deliverable will be resubmitted for acceptance. The full approval and rejection process will begin.

- f. Invoice: No payment will be made to the Vendor until all Deliverables within each Payment Point (as shown on the Attachment A - Cost Proposal) have been completed, delivered and accepted by the NDOT.
- g. Monitoring and Reporting: The Vendor will track Deliverable approval and rejections. Updates on Deliverable(s) will be included in the status report and discussed in the status meeting with the ATIS Team. Deliverable approval issues which cannot be resolved will be elevated to the Executive Support Team.

3.2 Problem Escalation Procedure

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

The Vendor shall provide contact information to NDOT Project Manager, should the identified representatives not be available.

The Vendor must provide the PEP no later than fifteen (15) calendar days after effective dates of contract. In addition, the PEP, including any revisions, must be provided within thirty (30) calendar days after the effective dates of each contract renewal period and after any change in circumstances which changes the PEP. The PEP shall detail how problems will be identified, tracked, escalated, and resolved under the Contract. The PEP shall include:

- a. The process for establishing the existence of a problem.
- b. The maximum duration a problem may remain unresolved at each level of the Vendor's organization before automatically escalating the problem to a higher level for resolution.
- c. Circumstance in which the escalation will occur in less than the normal timeframe.
- d. The nature of feedback on resolution progress, including the frequency of feedback to be provided to NDOT.
- e. Identification of, and contact information for, progressively higher levels of personnel in the Vendor's organization who would become involved in resolving a problem.
- f. Contact information for person(s) responsible for resolving issues after hours of operation and on an emergency basis.
- g. A process for updating and notifying NDOT Project Manager of any changes to the PEP.

3.3 System Implementation/Performance Project Planning and Management

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

The Vendor shall develop plans to manage, and execute the steps within System Implementation/Performance. The Vendor is responsible for drafting, developing, incorporating NDOT comments, and finalizing the following plans for testing and system implementation as described below:

3.3.1 Design and Technical Architecture Document

The Vendor shall submit, in a format acceptable to NDOT, a Design and Technical Architecture Document for the ATIS Project comprised of two (2) primary and distinct sections: Section 1. Design, and Section 2. Technical Architecture. A review meeting shall be conducted with the NDOT Project Team to review and discuss the document. Vendor shall document meeting notes and action items resulting from the discussion. Following the review meeting, the Vendor shall incorporate feedback provided by the NDOT Project Team and submit a revised and finalized document for NDOT approval.

The Design Section must describe how the System will be configured and/or designed based on the work completed and decisions made during the collaborative review of the functional and technical requirements in Attachment B – System Requirements Matrix. The Design Section should include detailed workflows, screen shots, and similar tools to describe how the System will be designed, configured, or otherwise arranged to meet the business processes, and functional and technical requirements of NDOT.

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

The Design and Technical Architecture Document shall include but not be limited to the following:

- a. Location of all servers and hosting environments,
- b. Description of the functions of the system with screen shots to illustrate,
- c. Description of the data exchanges and movement of data, and
- d. Align with the requirements in Attachment B – System Requirements Matrix to ensure all requirements are accounted for in the design and testing of the ATIS.
 - 1) Each requirement shall be designated with a unique identifier that shall be used to track the requirement throughout all project documentation.
 - 2) Each requirement shall identify how compliance is verified (Unit Test, Integration Test, Final Acceptance Test, design documents, process, etc.).
 - 3) Each requirement shall be classified by type (process, programming, design, etc.) and responsible party.

Note that the Design and Technical Architecture Document, which may include multiple design documents under one overall cover, shall not be identified as proprietary information. The draft and final document(s) delivered to NDOT will be available for reproduction and re-use by NDOT as necessary (i.e. not marked Proprietary). If there is specific information the Vendor feels needs to remain proprietary, they may separate this as a different deliverable, provided there is not critical information omitted from the design document such that it prevents NDOT from understanding the system.

3.3.2 Interface Plan

The Vendor shall provide an Interface Plan which will specify how the interfaces described in the Attachment B – System Requirements Matrix will be met. This plan must address programming required to create these interfaces and specify a schedule of when interfaces can be tested and deployed. Vendor must describe State resources needed to assist with interface development.

3.3.3 Testing Plans

Develop Test Plans, Test Data, and Test Scripts. The Vendor shall develop comprehensive test plans before beginning each test phase. Each test plan shall include entrance and exit criteria for the test activity. The Vendor's plans shall clearly demonstrate how each function and possible risk in the ATIS Project is evaluated, prioritized, and tested. The Vendor, in cooperation with NDOT, shall develop test scripts and data to be used for testing all required System functions. The testing plan shall include how all requirements will be met for the following subsections:

a. Unit and System Test Plan

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

b. User Acceptance Test (UAT) Plan

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

- 1) Entrance criteria (criteria which must successfully be met before testing can occur).
- 2) Exit criteria (criteria which must successfully be met before testing is considered complete).
- 3) How UAT scripts and use cases will be developed and finalized.
- 4) How testing will occur.

c. Performance Test Plan

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

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

d. Vulnerability Test Plan

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

e. Regression Test Plan

The Vendor shall prepare a Regression Test Plan which describes the approach the Vendor will take for regression testing.

f. Compatibility Test Plan

The Vendor shall prepare a Compatibility Test Plan which describes the approach the Vendor will take for compatibility testing. Testing shall ensure software is capable of operating on different hardware, operating systems, applications, and network environments.

g. Integration Test Plan

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

3.3.4 Release Plan

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

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

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

The Release Plan shall include at a minimum:

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

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

3.3.5 Training Plan

The Vendor shall develop and document recommended training efforts to carry through the end of the contract and shall include at a minimum:

- a. Types of training recommended (e.g., Instructor-led, Computer Based Training, webinar) for each user type/role, and the recommended number of sessions and length of each training proposed for each type of user.
- b. The Vendor shall include recommendations on how a train-the-trainer program may be utilized.
- c. The Vendor shall include a detailed training schedule which shall contain the delivery schedule for all training.

NDOT reserves the right to accept or alter Vendor's recommendations.

3.3.6 Knowledge Transfer and Turnover Plan

The Vendor shall prepare a plan which describes how knowledge will be transferred throughout the project and turnover of the System for support to NDOT staff, including technical and support staff.

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

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

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

H. SEGMENT 2 – PERFORM IMPLEMENTATION

Vendor is responsible for meeting all requirements of the Contract and all plans listed under Section V.G. Segment 1 - Project Planning and Management. The Vendor will provide the necessary components and the professional services necessary to implement a solution which supports required business processes, workflow, outcomes, and fulfilling the requirements of this RFP. Vendor shall incorporate input from NDOT Project Team regarding design and workflow; provide frequent demonstrations to NDOT Project Team; provide training to the System users; and lead and conduct all solution testing.

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

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

1. Conduct Gap Analysis and Develop Gap Analysis Report

The Vendor shall conduct a Gap Analysis, which identifies the disparities between the Vendor's solution and the functional and technical requirements contained in this RFP, specifically Attachment B - System Requirements Matrix.

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

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

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

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

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

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

2. Update Attachment B – System Requirements Matrix

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

3. ATIS System Design

The Vendor shall be responsible for designing, configuring, customizing, and otherwise developing the ATIS System software solution in accordance with the requirements set forth in Attachment B - System Requirements Matrix. Development shall adhere to the details of the Release Plan. The Vendor shall deliver a test-ready ATIS System consistent with the Release Plan.

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

The Vendor shall gain written approval from NDOT prior to deployment of each release.

4. Build Interfaces

The Vendor shall be responsible for the design and development of interfaces and data exchanges identified in Attachment B - System Requirements Matrix.

5. Customization of ATIS Software

Following the approval of the Design and Technical Architecture Document, the Vendor shall begin working on identified customizations. The Vendor shall customize its system to satisfy the following requirements as defined in this RFP and in the final approved Design and Technical Architecture Document:

- a. ATIS Core System
- b. ATIS Website
- c. ATIS 511 Phone System
- d. ATIS Mobile Applications
- e. Winter Road Condition Reporting

6. Conduct Testing As Per Testing Plan and All Subsections

The Vendor shall perform all testing and associated tasks identified in the Testing Plans, including Unit Testing (conducted during each release), System Testing, User Acceptance Testing, Performance Testing (Volume and Stress), Integration Testing, Vulnerability Testing, Data Conversion Testing, Regression Testing, System Compatibility Testing and Compatibility Testing on the new ATIS System. The Vendor shall obtain approval from NDOT before test plans are executed; NDOT reserves the right to expand the test plan with additional test cases or requirements. The Vendor is responsible for conducting the following:

a. Complete Unit Testing

The Vendor shall complete unit testing as the ATIS System is configured. Unit testing must validate the configuration activities for each release successfully meeting NDOT requirements before NDOT begins User Acceptance Testing (UAT). Upon completion of Unit Testing, the Vendor shall conduct release walkthrough sessions demonstrating to the State how the functions of ATIS System will be accomplished (e.g., live demos of code and specific functionality). Unit testing results shall be kept in an "issue" log shared by the Vendor and the State.

b. Complete System Testing

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

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

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

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

c. Complete User Acceptance Test (UAT)

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

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

The Vendor shall train NDOT staff who participate in the testing effort on how to use the test tools.

NDOT has the final determination of acceptance of UAT.

UAT shall verify, at a minimum, the following:

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

7) Accuracy, response time, and overall System performance.

By the end of UAT, the Vendor shall demonstrate all defects and issues have been fixed and accepted in writing by NDOT.

- d. **Complete Performance Testing** (Volume and Stress),
Performance Tests shall demonstrate the solution meets performance requirements under anticipated user loads. The test will use peak volumes and test for higher than anticipated volumes and increasing activity levels. Refer to Section V.I.3. Service Level Agreement (SLA) for acceptable performance requirements.

The Vendor shall lead the execution of a Performance Test Plan, which includes the use of System and network monitoring software, and System load simulation software. The Vendor shall work with NDOT to develop the appropriate combinations of transactions and transaction levels to test the System.

The Performance Tests shall test, at minimum:

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

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

- e. **Complete Integration Testing**
The Vendor shall conduct Integration Testing to demonstrate successful interoperability between the System and all required external systems and interfaces. External systems include, but are not limited to, those identified in Attachment B - System Requirements Matrix. Integration Testing shall verify the accurate exchange of data, proper execution of interface transactions, error handling, and system performance across all integrations. Prior to completion of this phase, the Vendor shall resolve all identified defects and performance issues in accordance with the approved defect management and resolution process.
- f. **Complete Regression Testing**
The Vendor shall perform Regression Testing prior to the deployment of any software release, update, patch, or configuration change. Regression Testing shall verify that modifications, defect corrections, enhancements, or new functionality do not adversely impact existing functionality, system performance, integrations, security, or previously tested requirements. The Vendor shall document and resolve any defects identified during Regression Testing prior to production deployment.
- g. **Complete Parallel Operations and Legacy System Testing**
Where coexistence with the existing ATIS System is required, the Vendor shall conduct testing to verify the new System can operate in parallel with the legacy environment without interruption to business operations. Testing shall validate data synchronization, data integrity, transaction accuracy, and operational consistency between systems in real-time or near real-time, as applicable. The Vendor shall demonstrate that all required functionality remains available and performs as expected throughout the coexistence period.
- h. **Complete Platform and Environment Compatibility Testing**
The Vendor shall conduct Compatibility Testing to verify the System functions as intended across all supported hardware platforms, operating systems, web browsers, mobile devices, applications, databases, and network environments identified by the Department. Testing shall validate consistent functionality, performance, usability, and accessibility across supported environments and configurations.

7. Test Approach

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

- a. **Perform Integrated Performance Tests in an Environment Identical to Production**
The Vendor shall perform integrated performance testing on an infrastructure identical to the production infrastructure and shall demonstrate the System is tested for satisfying anticipated production conditions including transaction volumes, peak loads, and security requirements as described throughout this RFP.

b. Resolve Defects

The Vendor and NDOT shall work together to document the definition of defect classifications as low, medium, high, and critical. All defects found during a test phase shall be classified. All defects classified as medium, high, or critical shall be fixed and satisfactorily tested prior to completion of the phase or entering into a new phase. NDOT has the final determination of which defects, of any classification, must be fixed prior to deployment.

c. Document and Report Test Results

The Vendor shall document test results in a Test Report Document with detail and summary results of each of the tests. Vendor shall report on the status of testing at the end of each week throughout all phases.

8. Testing Requirements – Tools and Systems

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

a. Establish Multiple Testing Environments

The Vendor shall set up a separate environment for testing and shall be able to create additional environments if required. Additional testing environments are at the sole discretion of the Vendor and should be set up if the Vendor's solution requires them.

The Vendor shall be responsible for the testing environment and refreshing the data and state of the environment for testing.

b. Use of Automated Testing Tools

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

The Vendor shall provide training to State staff so they may participate productively in the testing process.

c. Defect Tracking System

The Vendor shall provide a defect tracking system to track all System problems. The Vendor shall provide a mechanism for tracking expected versus actual test results and tracking all errors, problems, and resolutions. The Vendor shall obtain approval from NDOT for all reports and tracking/reporting processes.

9. Complete Attachment B - System Requirements Matrix

The Vendor will finalize and provide the updated and completed Attachment B - System Requirements Matrix to NDOT providing the results of all UAT, describing how each functional and technical requirement was met, what scripts tested each functional and technical requirement, and defects identified/corrected.

10. Conduct Training

In-person training shall be required for the individuals listed in this section, at an NDOT facility in Omaha, NE or an alternative location as determined by the NDOT. The Vendor is responsible for all aspects of a training program including education of front-line staff, supervisors, and technical staff (between 15 – 30 individuals) in the new System, including its design, maintenance, usage, operation, and support. Training scope includes all System functions, sub-system functions, reports, and interfaces as documented in Attachment B - System Requirements Matrix.

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

- a.** Conduct training activities through the completion of the contract period.
- b.** Develop and update training courses and supporting materials necessary to meet training needs for implementation and ongoing operation of the System.
- c.** Develop, maintain, store, produce, update, and distribute all training materials.
- d.** Update and effectively communicate updates to training materials and training courses, especially as defects and workarounds are identified, and incremental functionality is deployed.
- e.** Develop training mechanisms allowing NDOT to provide the same training class/training session internally.
- f.** Continually update training materials, training databases, and logical environment to remain in sync with the production environment as enhancements are built into the System and new releases are deployed.

11. Establish Training Environments

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

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

- a.** The Classroom training environment(s) shall:
 - 1)** Be kept up to date with planned production releases.
 - 2)** Support at least two (2) concurrent, in-person (classroom) classes/training sessions for the same course.

- b. Sandbox training environment to support informal training on the System after completing classroom training. The Sandbox environment shall:
 - 1) Allow users to access training from office computers on the State network.
 - 2) Allow users to practice entry, data querying, and data visualization.
 - 3) Have unique logins to support activity tracking.
 - 4) Be “near-latest” or current version of System code to show any last-minute design changes which may happen between classroom training and deployment.
 - 5) The Vendor shall release practice exercise worksheets to include when the Sandbox Environment is updated. These worksheets shall reflect changes to the System from their classroom training so users learn about functionality changes before deployment.
- c. Training data shall:
 - 1) Be sufficient to allow multiple users to be trained at the same time.
 - 2) Be realistic to scenarios experienced by users

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

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

The Vendor shall furnish documents/manuals and tools, and train NDOT designated representatives on how to update and refresh the training environment/database. These documents/manuals will be used by NDOT trainers when preparing classes throughout the contract period.

The Vendor is responsible for providing NDOT with login and access requirements associated with training.

12. Deliver Training Documents

The Vendor shall create training manuals, quick reference materials, and other educational materials to aide all users in the learning process identified in #10 above.

- a. Training materials shall include at a minimum: quick reference guides, user guides, how-to documentation, and FAQs, as appropriate.
- b. All training materials shall be stored in a mutually agreed upon location available to the Vendor and NDOT staff.
- c. NDOT will own, and reserves the right to reproduce, all training materials and content for training and to make changes to training materials as necessary to improve training outcomes.
- d. Web-based courses, if applicable, shall be developed on standard tools to allow future handoff of material for NDOT to update.

13. Conduct Knowledge Transfer and Turnover Activities

The Vendor shall ensure the State Support and Technical Staff is able to support the System in accordance with the terms of System Maintenance. Knowledge transfer is an ongoing process which goes beyond classroom training.

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

14. Deployment of System

Upon successful completion of all testing and training, the Vendor will deploy the System according to the Contract, Scope of Work, and Project Management Plan. Vendor will ensure adequate staff, as agreed upon in the Release Plan (Section V.G.3), are available both on-site and remotely to support the deployment. NDOT reserves the right to request on-site support at time of deployment for issues categorized as Critical or Serious, defined in the Service Level Agreement.

- a. NDOT will accept deployment of the System upon resolution of all critical, serious, high, and medium issues, defined in the Problem Escalation Procedure section V.G.3, as determined by NDOT.

15. Deliver System Documentation

The Vendor shall develop and provide the manuals described below in an electronic format. The Vendor shall provide to NDOT any specialized tools utilized for development and maintenance of the manuals.

The Vendor shall maintain and update the manuals through the end of the contract period.

- a. System Operations Manual

The Vendor shall develop a Systems Operations Manual which documents technical and administrative functions in the System. It shall clearly define the troubleshooting steps associated with the solution, support processes, and problem workarounds for the System. NDOT will own, and reserves the right to reproduce, all training materials and content for training and to make changes to training materials as necessary to improve training outcomes.

The Systems Operations Manual shall include at minimum:

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

16. Project Closeout Meeting

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

17. Document Lessons Learned and Complete Project Close Out Report

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

I. SEGMENT 3: SUPPORT, MAINTENANCE AND SERVICE LEVEL AGREEMENT

Vendor shall provide support and maintenance services, and adhere to the Service Level Agreement as follows:

1. Support and Maintenance Services

Support and maintenance for the system will commence following implementation and system acceptance by the NDOT.

The support hours of operation will require the Vendor to support personnel with System questions or issues. Support shall be available 24/7/365.

Support and maintenance shall include the following services:

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

NDOT will work with the Vendor as needed for any off-hour/after-hours necessary upgrades and testing to the System as part of any upgrades during the maintenance period of the contract.

2. Service Level Agreement (SLA)

The Service Level Agreement (SLA), as stated, is required to support and sustain the ATIS System. This SLA shall be in effect upon contract start date and remain in effect until superseded by a revised SLA mutually agreed to by NDOT and Vendor at the time of contract renewal(s), or upon the termination or expiration of the contract. If a revised SLA cannot be agreed upon by both parties, the most current SLA shall remain in effect. No revision(s) of the SLA shall impact any costs of the System. The Vendor shall be responsible for complying with all SLA requirements and shall ensure compliance by all Subcontractors.

a. Severity levels to support and sustain the ATIS System

The following severity levels will be utilized to adequately identify and prioritize work so issues may be resolved based upon the level of significance and impact to the System and users. The severity level will be determined at the sole discretion of NDOT.

LEVEL DEFINITION

No.	Severity Level	Level Definition	Response Time	Resolution Time
1	Critical	System is completely unusable and/or unavailable.	Within 30 minutes of support request.	After deployment of the System: 2 hours
2	Major	A System defect or outage which reduces the effectiveness of a key business process, System performance, or usability of the System for which there is an acceptable short-term work around during the designated resolution time.	Within 30 minutes of support request.	After the deployment of the System: 48 hours
3	Minor	A System change which would improve the performance, efficiency, or usability of the System but does not require immediate attention.	Within 30 minutes of support request.	After deployment of the System: 90 Calendar Days

3. Escalation Procedures for Unmet SLA's

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

J. CHANGE MANAGEMENT

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

Bidder must complete and submit Attachment A - Cost Proposal for the hourly rates to be used in Change Management.

1. Natural Project Dynamics & System Enhancements

Due to the dynamic nature of this RFP and the resulting Contract, the percentage of time spent on the items delineated in this RFP will be fluid, with greater emphasis being put on different areas at different times.

There may arise from time to time a need for work not originally delineated in this RFP but considered within the scope of work as it relates to technology. This additional work may stem from legislative mandates, emerging technologies, and/or secondary research not otherwise addressed in this RFP or known at the time this RFP was issued.

2. Change Management Process

The State and the Vendor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The 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 proposal, were foreseeable, or result from difficulties with or failure of the Vendor's proposal 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.

3. Fixed Hourly Rates

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

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

K. DELIVERABLES

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

Segment 1: Project Planning and Management	
1.	Proposal and RFP Review Meeting
2.	Project Kick Off Meeting
3.	Project Management Plan (including sub-plans)
a.	Scope and Change Management
b.	Project Schedule and Schedule Management
c.	Resource Management Plan
d.	Communications Management
e.	Risk and Issue Management
4.	Status Meeting and Reports
a.	Weekly Project Team Meetings
b.	Weekly Written Status Reports
c.	Project Tracking
5.	Initial Problem Escalation Procedure (PEP)
6.	System Implementation/Performance Project Planning and Management Plans
a.	Design and Technical Architecture Document
b.	Interface Plan
c.	Testing Plans
i.	Unit and System Test Plan
ii.	User Acceptance Test Plan
iii.	Performance Test Plan
iv.	Vulnerability Test Plan
v.	Regression Test Plan
vi.	Compatibility Test Plan
vii.	Integration Test Plan
d.	Release Plan
e.	Training Plan
f.	Knowledge Transfer and Turnover Plan
Segment 2: Perform Implementation Deliverable	
1.	Conduct Gap Analysis
2.	Develop Gap Analysis Report
3.	Initial Update Attachment B - System Requirements Matrix
4.	ATIS System Design
5.	Build Interfaces
6.	Customization of ATIS Software
7.	Conduct Testing
a.	Complete Unit Testing
b.	Complete System Testing
c.	Complete User Acceptance Testing
d.	Complete Performance Testing
e.	Complete Integration Testing

f.	Complete Regression Testing
g.	Complete Parallel Operations and Legacy System Testing
h.	Complete Platform and Environment Compatibility Testing
8.	Test Approach
a.	Perform Integrated Performance Tests in an Environment Identical to Production
b.	Resolve Defects
c.	Document and Report Test Results
9.	Testing Requirements – Tools and Systems
a.	Establish Multiple Testing Environments
b.	Defect Tracking System
10.	Complete Requirements Traceability Matrix
11.	Conduct Training
a.	Establish Training Environments
b.	Deliver Training Documents
12.	Conduct Knowledge Transfer and Turnover Activities
13.	Deployment of System
14.	Deliver System Documentation
a.	Systems Operation Manual
15.	Project Close Out
a.	Meeting
b.	Project Close Out Report
Segment 3: Support, Maintenance, and Service Level Agreement	
1.	Support and Maintenance Services (Payable Yearly) Payment Points
a.	Support and Maintenance Year 1
b.	Support and Maintenance Year 2
c.	Support and Maintenance Year 3
d.	Support and Maintenance Year 4
e.	Support and Maintenance Year 5
3.	Escalation Procedures for Unmet SLAs (Contact Information)
4.	SLA Monitoring and Reporting
a.	Performance Metric Tool
b.	Escalation Procedures for Unmet SLA's

VI. SOLICITATION RESPONSE INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Corporate Overview and Technical Response portions of the solicitation response. The solicitation Cost Sheet template should be completed by bidders and submitted as a separate attachment with their solicitation response. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their solicitation response; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Solicitation responses are due by the date and time shown in the Schedule of Events. Content requirements for the Corporate Overview and Technical Response are presented separately in the following subdivisions:

A. SOLICITATION RESPONSE SUBMISSION

1. CORPORATE OVERVIEW

The Corporate Overview section of the solicitation response should consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

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

b. FINANCIAL STATEMENTS

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

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

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

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

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

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

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's solicitation response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

g. CONTRACT PERFORMANCE

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

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

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

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder should address the following:

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

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

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

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

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

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

j. SUBCONTRACTORS

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

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

2. TECHNICAL RESPONSE

The Technical Response section of the solicitation response should consist of the following subsections:

- a. Understanding of the project requirements;
- b. Proposed development approach;
- c. Attachment B – System Requirements Matrix;
- d. Detailed project work plan; and
- e. Deliverables and due dates.

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, NDOT 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 OR OTHER ELECTRONIC MEANS WITH SIGNATURE AUTHENTICATION/CERTIFICATION

COMPANY:	
ADDRESS:	
PHONE:	
EMAIL:	
BIDDER NAME & TITLE:	
SIGNATURE:	
DATE:	

VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)

NAME:	
TITLE:	
PHONE:	
EMAIL:	