

October 22<sup>nd</sup>, 2025

C/O Kelly Rowlands, Procurement Contract Officer  
State Purchasing Bureau Department of Administrative Services 1526 K Street, Suite 130 Lincoln,  
NE 68508

**Subject: Partnering for Nebraska's Future: Our Response to RFP Number 122777 O5 – State of Nebraska Online Information Portal**

Dear Members of the Evaluation Committee,

We're genuinely excited to submit this proposal for RFP Number 122777 O5. At CX Studios, alongside our partners REINGOLD+IBIS, Boomi, and Adobe in the CX Architecture Alliance, we see an incredible opportunity in Nebraska—a chance to move beyond just updating technology and truly redefine how government serves its people in the digital age. This isn't just another project for us; it's a mission we believe in and one we feel uniquely equipped to help Nebraska achieve.

Our mutual goal for an "invisible government"—where accessing services is so seamless and intuitive that the technology just fades away—is exactly the kind of forward-thinking approach we champion. It reflects a profound understanding that government technology should empower citizens, not burden them. We were inspired by this clear strategic imperative outlined by the State, and it's why we've assembled this specific, purpose-built team.

The **CX Architecture Alliance** brings together the crucial elements needed for this transformation. As prime contractor, CX Studios ensures the human experience remains the driving force behind every decision. REINGOLD+IBIS brings the indispensable public sector know-how and operational discipline needed for flawless execution. Boomi provides the intelligent "glue" to connect systems old and new, making a unified experience possible. Adobe offers a world-class, secure, and adaptable platform that ensures Nebraska's investment is built to last. Together, we offer a comprehensive package: Experience Design, Public Sector Mastery, Intelligent Integration, and **Enterprise Platform Leadership**.

Inside this proposal, you'll find our detailed **Phased Framework**—a clear, pragmatic roadmap designed to deliver tangible results quickly while mitigating risk at every step. Critically, woven throughout this plan is our "**Workforce Re-Alignment**" initiative. This isn't just about building a portal; it's about building lasting digital capability *within* Nebraska, ensuring this platform is truly built *by* Nebraskans, *for* Nebraskans, for the long haul.

We're eager for the chance to collaborate with the Nebraska State Records Board (NSRB) and the dedicated public servants across the state. We truly believe our team, our citizen-first approach, and our modern technology platform offer the perfect combination to not only meet your requirements but to help make Nebraska.gov a national model for digital government.

Thank you for considering our proposal. We're ready and excited to discuss how we can embark on this transformative journey together.

Warmly and respectfully,

*Bibhakar Pandey*  
Bibhakar Pandey, CEO

CX Studios

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1	Cover Letter	Covering letter
2	122777 O5 Adobe_CXStudios File 1 of 5 - Corporate + Contractual Agreement Overview	Write up about the Corporate Overview as per Section VI and Original Contractual Agreement Form signed by DocuSign
3	122777 O5 Adobe_CXStudios File 2 of 5 – Project Description and Scope	Write up about the Solution Overview as per Section VI
4	122777 O5 Adobe_CXStudios File 3 of 5 - Technical Response	Write up about the Solution Overview as per RTM - Form A.1 and Form A.2
5	122777 O5 Adobe_CXStudios File 4 of 5 – Risk Register	List of Risk and mitigation
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CX STUDIOS + ADOBE SUBMISSION

# CORPORATE + CONTRACTUAL AGREEMENT

**122777 O5 Adobe\_CXStudios**  
**File 1 of 5 - Corporate + Contractual**

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## 1. CORPORATE OVERVIEW

### A. BIDDER IDENTIFICATION AND INFORMATION

Bidder Identification and Information	
Full Company Name	CX Studios, LLC
Headquarters Address	1560 East Southlake Blvd, Southlake, TX 76092
Entity Type	LLC
Year Founded	2021
Name Change	Not Applicable

## The CX Architecture Alliance: Architecting Nebraska's Strategic Citizen-First Future

The State of Nebraska stands at a pivotal moment, clearly articulating a **vision for a modern, citizen-first digital government** that moves decisively beyond incremental updates. This is not merely a technology refresh; it is a **strategic imperative**—a conscious choice to build a future firmly rooted in **trust, transparency, and an unwavering commitment to serving every Nebraskan more effectively**. As evidenced by the Nebraska Information Technology Commission's (NITC) Statewide Technology Plan and the Office of the Chief Information Officer's (OCIO) clear emphasis on platform modernization, the State recognizes the urgent need to transition from the constraints of legacy systems toward a truly scalable, adaptive, and future-proof digital ecosystem.

Achieving this ambitious goal requires more than just capable vendors; it demands a unique and deeply committed partnership, specifically architected to embody Nebraska's values and deliver on its distinct aspirations.

### A Unified Solution

Recognizing this critical need, we have forged the **CX Architecture Alliance**—a strategic coalition meticulously assembled with the singular purpose of making Nebraska's vision a tangible reality. Led by **CX STUDIOS** as the prime contractor and visionary architect of the citizen experience, we are joined by REINGOLD / IBIS the seasoned public sector expert ensuring disciplined execution and operational excellence; **Boomi**, providing the intelligent, AI-ready integration fabric essential for connecting diverse systems seamlessly; and **Adobe**, delivering the secure, scalable, and globally leading digital experience platform.

This alliance is not a loose affiliation; it is a **purpose-built team**. Our partnership is founded on a shared understanding that technology must serve people, empowering state agencies and delighting citizens. It is designed to directly address the strategic imperatives outlined by Nebraska's leadership, offering a clear, compelling, and low-risk path away from past limitations and toward a future defined by agility and innovation.

### **Why The CX Architecture Alliance is Uniquely Positioned to Deliver on Nebraska's Strategic Imperative:**

1. **Citizen Experience at the Strategic Core (CX Studios):** With CX Studios leading, the **human experience** is elevated from a design principle to the **central strategic driver**. Their deep expertise in human-centered design, accessibility, and journey mapping ensures that every aspect of the platform is intentionally crafted to be intuitive, equitable, and genuinely helpful, transforming routine interactions into moments that build trust and confidence in Nebraska's government.
2. **Proven Public Sector Execution & Workforce Empowerment (REINGOLD / IBIS):** REINGOLD / IBIS brings decades of invaluable, real-world experience navigating the complexities of state government. Their proven methodologies for seamless transitions, robust operations, secure hosting, and disciplined program management provide the **bedrock of reliability and accountability** essential for this mission-critical initiative. Crucially, REINGOLD / IBIS spearheads our "**Workforce Re-Alignment**" commitment, ensuring this transformation builds lasting digital capability *within* Nebraska, for Nebraskans.
3. **Intelligent Integration & Future-Ready Agility (Boomi):** Boomi provides the critical **connective tissue** vital for a modern, agile government. Their AI-powered, MACH-aligned platform is the key to breaking down entrenched data silos between agencies, automating complex processes, and enabling the seamless flow of information necessary for a "Transformation." This integration fabric is essential for delivering a unified citizen experience and unlocking powerful efficiencies, ensuring the platform can easily adapt to future needs.
4. **A World-Class, Secure & Scalable Platform (Adobe):** Adobe provides the powerful, secure, and globally recognized **digital experience foundation** (AEM Sites, Forms, Analytics, Campaign, etc.). Their platform, built on modern MACH principles and infused with AI capabilities, ensures Nebraska's investment is **future-proof**. It provides the scalability to meet any demand and the flexibility to incorporate emerging technologies, guaranteeing the platform remains a leader for years to come.

### **The Synergy of Partnership: Delivering Nebraska's Vision**

Together, the CX Architecture Alliance represents the ideal synergy needed to meet Nebraska's strategic imperative:

- **Experience Design + Public Sector + Intelligent Integration + Enterprise Platform Leadership**

This powerful combination allows us to deliver a holistic solution that directly addresses the State's goals by being:

- **Citizen-Centric:** Designed with empathy to ensure ease of use, accessibility, and trust for *all* Nebraskans.
- **Secure & Resilient:** Built on a foundation of Zero Trust security and high-availability architecture, protecting State assets and citizen data.
- **Future-Ready & Agile:** Leveraging a modern MACH architecture that prevents vendor lock-in, embraces AI, and allows rapid adaptation to new challenges and opportunities.
- **State-Owned & Enabled:** Fundamentally committed to transferring knowledge and empowering Nebraska's own workforce for long-term digital self-reliance and reduced external dependency.

Our **Phased Framework**, detailed throughout this proposal, provides a structured and transparent roadmap for how this Alliance will deliver tangible value aligned with Nebraska's strategic milestones. From the risk-free transition in Phase 0, creating the foundation with a focus on transactional sites in Phase 1, to the scaling of local talent in Phase 2 and the deployment of AI-driven, proactive services in Phase 3, and a long term run and maintain program in Phase 4, our integrated team works in lockstep, always focused on achieving Nebraska's ambitious goals.

The CX Architecture Alliance stands ready, not just as a collection of best-in-class providers, but as a unified, committed partner eager to help Nebraska realize its transformative vision. We bring not only the right tools and expertise, but the shared passion, deep understanding of the strategic imperative, and unwavering executive commitment needed to make Nebraska.gov the undisputed benchmark for digital government experience in the nation.

## COMPANY OVERVIEW

### **CX STUDIOS:**

**The Architects of the Nebraska Citizen Experience Designing Government for People, with People**

CX Studios (CXS) is the human-centric design and strategy partner at the heart of our solution. CXS brings empathy, creativity, and the rigorous, data-driven methodology required to transform a functional government portal into a truly exceptional citizen experience. Their entire philosophy is built on a simple but powerful idea: to build a government that works for people, you must first understand them.

CXS are the architects of the "**Citizen centric digital transformation**" vision. They are the experts who will translate that aspirational goal into a tangible, intuitive, and accessible reality for every Nebraskan. Their role is to be the tireless advocate for the citizen at every stage of the project, ensuring that every decision, every design, and every line of code is measured against its real-world human impact.

Their proven, human-centered design (HCD) process includes:

- **Deep Empathy and Research:** Conducting in-depth interviews, workshops, and observational research with real Nebraskans—from farmers and small business owners to seniors and students—to uncover their true needs and pain points.
- **Citizen Journey Mapping:** Visually mapping the end-to-end experience of a citizen trying to accomplish a task to identify opportunities for simplification and proactive support.
- **Inclusive Design and Radical Accessibility:** Going beyond mere compliance to design and test services that are genuinely usable and frustration-free for Nebraskans of all abilities and technical skill levels.

With CX Studios as the prime partner, Nebraska can be confident that the new Portal will be more than just technologically modern; it will be fundamentally more human

## ADOBESTUDIOS

### The Trusted, Future-Ready Technology Foundation

Bidder Identification and Information	
Full Name	Company ADOBE INC.
Headquarters Address	345 Park Avenue, San Jose, CA 95110-2704
Entity Type	INC
Year Founded	1982
Name Change	Not Applicable

### Powering the World's Most Critical Digital Experiences

Adobe is the world-class technology foundation upon which Nebraska's new digital future will be built. As a global leader in digital experiences, Adobe provides the secure, scalable, and innovative platform trusted by thousands of the world's leading private and public sector organizations—including numerous U.S. states and federal agencies—to deliver their most mission-critical services.

For Nebraska, we have chosen the **Adobe Experience Cloud for Government**, a comprehensive suite of tools specifically designed to meet the rigorous demands of the public sector. This is not simply a collection of software; it is an integrated, future-ready platform that will empower the State to achieve its vision. The platform's **FedRAMP authorization** provides an independent, government-wide attestation of its robust security posture, giving the State of Nebraska complete confidence in its ability to protect sensitive citizen data.

By choosing Adobe, Nebraska is not just buying a product; you are investing in a strategic partnership for innovation.

- **A Secure and Scalable Foundation:** The platform's modern, composable architecture provides the agility to innovate rapidly while ensuring the rock-solid stability and performance that citizens expect.
- **A Commitment to Public Sector Success:** Adobe brings a deep partnership commitment, including executive sponsorship and access to a dedicated team of public sector experts. This ensures that Nebraska's implementation will be guided by global best practices, delivering a solution that is not only successful on day one but is built to last.
- **A Platform for the Future:** The Adobe Experience Cloud is the engine that will power Nebraska's journey toward a "Digital Transformation Journey," enabling

the data-driven insights, personalization, and AI-powered capabilities that will define the next generation of citizen service.

Founded in 1982, Adobe has been in business for over 40 years. Adobe has a global presence and currently has 60+ offices in the following locations: San Jose, CA (Corporate Headquarters), Boston, Washington D.C., New York, Seattle, Salt Lake City, San Francisco, Mexico City, Ottawa, Beijing, Hong Kong, Shanghai, Tokyo, Taipei, Seoul, Singapore, Noida, Bangalore, Mumbai, Sydney, Amsterdam, Paris, Munich, Dublin, Milano, Rome, Copenhagen, Barcelona, London, Stockholm, Oslo, Prague, Warsaw, Bucharest, Moscow, Istanbul, Kiev, Sao Paulo, and Johannesburg.

Adobe is changing the world through digital experiences. We help our customers create and deliver exceptional customer experiences — improving the impact of their communications, enhancing their brands and productivity, and ultimately bringing them greater business success. Together, we are turning ordinary interactions into more valuable digital experiences every day, across media and devices, anywhere, anytime.

Adobe currently has over 30,000 employees worldwide and \$19+ Billion in annual global software & services revenues. Our primary solutions include Adobe Creative Cloud, Adobe Document Cloud, and Adobe Experience Cloud.



**Founded**  
December 1982 by Charles Geschke and John Warnock

**Corporate headquarters**  
San Jose, California, USA

**Incorporated**  
October 1983 in California; reincorporated in Delaware, May 1997

**Initial public offering**  
August 20, 1986, at a split-adjusted share price of US\$0.17

**Employees**  
More than 30,000 worldwide

**Stock symbol**  
ADBE (NASDAQ)

**Revenue**  
Fiscal 2023 revenue: US \$19.41 billion (FY ended Dec. 1, 2023)

See [Adobe Fast Facts](#) for more information.

## **REINGOLD/IBIS (SUBCONTRACTOR)**

### **The Proven Public Sector Partner for Nebraska**

Bidder Identification and Information	
Full Company Name	Reingold/IBIS
Headquarters Address	1321 Duke Street, Suite 408, Alexandria, VA 22314
Entity Type	PUBLIC SECTOR
Year Founded	2005
Name Change	

### **A Foundation of Trust, Experience, and Unwavering Commitment**

Reingold/IBIS is a proven leader in delivering mission-critical digital transformation for the public sector. For over 20 years, our singular focus has been on helping government agencies harness the power of technology to better serve their constituents. We are not a commercial firm that occasionally works with government; we are a dedicated public sector partner that understands the unique challenges, security demands, and profound responsibilities of serving the public trust.

Our approach is built on a foundation of **disciplined execution, financial stability, and a philosophy of long-term stewardship**. We have a demonstrated track record of success in managing complex, multi-year, multi-stakeholder digital platform initiatives for state and federal agencies across the country. We bring the battle-tested methodologies, the seasoned project leadership, and the operational rigor necessary to ensure a project of this magnitude is delivered on time, on budget, and with a guarantee of a seamless, risk-free transition.

More than a vendor, Reingold/IBIS is an accountable prime partner committed to Nebraska's long-term success. Our commitment is demonstrated not just by our technical expertise, but by our deep investment in the state's future through our **"Workforce Re-Alignment"** program. We are dedicated to building a legacy of digital excellence, economic opportunity, and genuine self-reliance for the State of Nebraska.

## **B. FINANCIAL STATEMENTS**

Financial documents for Adobe are available [here](#).

### C. CHANGE OF OWNERSHIP

CX Studios, Adobe, or Reingold/IBIS does not anticipate any changes in ownership or control in the 12 months following the State's solicitation response due date. We agree to notify the State of any changes that arise.

### D. OFFICE LOCATION

**CX STUDIOS OFFICE:**  
1560 EAST SOUTHLAKE BLVD  
SOUTHLAKE, TX 76092

**ADOBE OFFICE:**  
345 PARK AVENUE  
SAN JOSE, CA 95110-2704

**REINGOLD/IBIS**  
1321 Duke Street, Suite 408,  
Alexandria, VA 22314

### E. RELATIONSHIPS WITH THE STATE

Adobe maintains a working relationship with several state agencies in Nebraska. We collaborate with the Department of Health and Human Services to manage the APD grants received from CMS. Adobe also works closely with the Department of Environment and Energy to aid their digital form process from an intake and notice generation perspective. The Nebraska Game and Parks Commission manages its workflow across several different departments. Finally, our newest relationship is within the Office of the CIO. In the fall of last year, the Office of the CIO and Adobe entered into a partnership to transform their website, along with a few additional sites, into a unified brand, with improved citizen experiences and view analytics to continuously enhance the digital experience for citizens.

- Nebraska Office of the CIO
  - Adobe Contract Number: 01127350
  - Adobe Contract Number: 01132577
- Nebraska Department of Health and Human Services
  - Adobe Contract Number: 01131110
  - Adobe Contract Number: 01150277
- Nebraska Game and Parks Commission
  - Adobe Contract Number: 223354-1
- Nebraska Department of Environment and Energy

- Adobe Contract Number: 01119323

**F. BIDDER'S EMPLOYEE RELATIONS TO STATE**

No CX Studios, Adobe or REINGOLD / IBIS employees have been employed by the State within the past 24 months.

**G. CONTRACT PERFORMANCE**

CX Studios, Adobe, or REINGOLD / IBIS has not had any contract terminated for default in the past five years.

## H. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

### STATE OF NEBRASKA

#### **IBIS+REINGOLD**

**Project Name:** State of Nebraska Digital Gov Pilot Program

**Agency:** State of Nebraska Office of the CIO (OCIO) (as an FYI our contract was with Carahsoft)

**Contract Number:** 24180671 (TBD on Phase 2)

**Contract Value (awarded):** \$420,000

**Contract Value (final):** \$328,000

**Period of Performance (awarded):**

**Phase 1:** 11/1/2024 - 6/30/2025

**Phase 2:** 11/1/2025 - 4/30/2026

**Period of Performance (final):**

**Phase 1:** 11/1/2024 - 6/30/2025

**Phase 2:** 11/1/2025 - 4/30/2026

**Contract Type:** Firm Fixed Price

**NAICS:** N/A

#### **Government Contact Information**

**Contract POC:** Nada Abu-Ulbah

**Phone:** 703-889-9782

**Fax:** 703.871.8505

**Email:** nada.abu-ulbah@carahsoft.com

**Address:** 11493 Sunset Hills Rd., Suite 100, Reston, VA 20190

**Program POC:** Tod Wyrick

**Phone:** 402.471.8069

**Email:** tod.wyrick@nebraska.gov

**Address:** N/A

#### **Project Description**

The State of Nebraska Office of the CIO (OCIO) aims to demonstrate the capabilities and value of Adobe Experience Manager (AEM), Adobe Edge Delivery Services (EDS), Adobe Analytics and Adobe Commerce & Payment Services to the state. Since October 2024, IBIS+REINGOLD has collaborated with OCIO, the (OCIO) Web Services Team, and Adobe, collectively called the "Pilot Team" under two separate phases. IBIS+REINGOLD, as the prime vendor, has led the Pilot Team on

the UX/UI strategy and assisted with providing templates and a design system that could be implemented within Nebraska's development environment.

### **Relevance to Contract**

Under pilot phase, IBIS+REINGOLD partnered with the State of Nebraska Office of the CIO (OCIO) to create a new master design system for enterprise use, which was a flexible and scalable user interface toolkit that can be used to create all kinds of websites needed by Nebraska. The development of this system set the foundation for environments, access, and processes to ensure successful implementation of the design system and website delivery by establishing environments to support scalable deployments and collaboration, ensuring access to necessary tools and systems while aligning integrations, and defining processes for managing code, deployments, and iterative testing to maintain quality and adaptability.

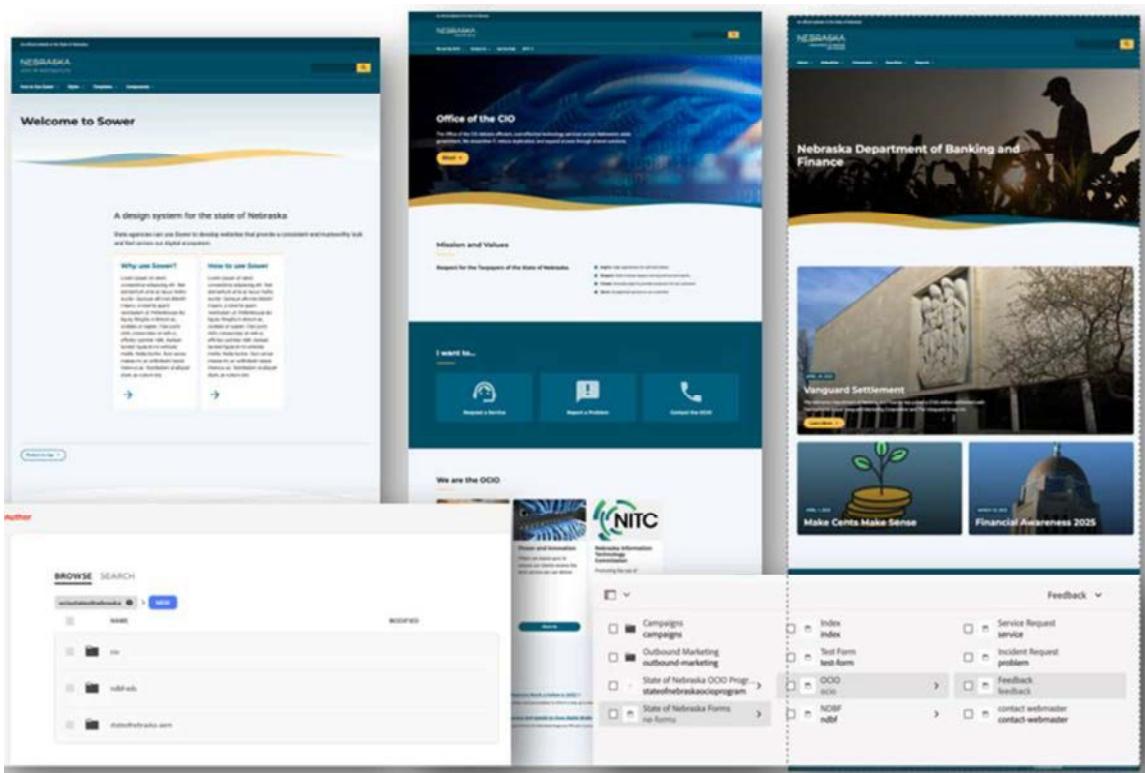
IBIS+REINGOLD applied the design system to a number of websites leveraging Adobe Edge Delivery services along with Document Authoring CMS, which is Adobe's most modern website offering. A benefit with this new technology is that authoring is done in a document-based format, with the design system serving as "blocks" that can be added easily without extensive CMS training. The Pilot Team, led by Adobe, worked together to implement a new design system for the NE's government Web properties, including NE DOT, NE Governor, NE Lt. Governor, NE DMV, NE OCIO, and NE Banking and Finance.

Phase two is underway with an anticipated completion date of April 2026. Under this phase, IBIS+REINGOLD's continued involvement includes design enhancements, site maintenance, and pivotal support in the continued migration of the state's websites to Adobe Experience Manager. This transition will leverage IBIS+REINGOLD's experience in adapting the Sower Design System to new websites and migrating existing content efficiently. IBIS+REINGOLD's active role in design system development, implementation, and ongoing support highlights a clear alignment with the requirements and scope of this contract.

### **Results**

- IBIS+REINGOLD and the Pilot Team successfully built and launched within Document Authoring leveraging Adobe EDS:
- MVP Sower Design System
- Redesigned OCIO website
- Redesigned NDBF beta site
- AEM Forms implementation in EDS and Universal Editor

See screenshot below with visual examples of the design system, implementation, and website redesign efforts.



Picture 1

## Design Examples

Design examples can be referenced here: <https://sower-design.nebraska.gov/>

## STATE OF ILLINOIS

### Summary

The State of Illinois Department of Innovation & Technology (DoIT), whose mission is to empower others to provide better services to residents, businesses and visitors, is partnering with Adobe to transform the digital experience for their 12M+ residents through a brand new Illinois.gov website that serves as a virtual “front door” supporting residents in navigating employment, health, and senior services — at any time, via desktop or mobile devices and was recently honored with a NASCIO State IT Recognition Award for improving digital accessibility for residents with disabilities by 63 percent. With Adobe Experience Cloud and Document Cloud, the State is creating consistent and personalized experiences and addressing the public’s need for equal access to state services and information. With a shift from a “government-centric” mindset to a “customer-centric” web structure, and with the power of Adobe solutions, the State has increased the usability of their sites and improved user experience.

### Solutions

- Deployed Adobe Experience Cloud and Document Cloud tools to optimize state websites, mobile apps and overall digital experience
- Adopted Adobe Analytics and Adobe Target to personalize and update content in real-time
- Migrate 64 web properties to Adobe Experience Manager to provide a seamless, dynamic platform that leverages Adobe's Web Modernization Framework

### Key results

- 25% average increase in website traffic after deploying 45,000 new site pages
- 23% greater digital certainty resulting in reduced bounce rates
- Across all migrates sites there has been a 7% increase in UX maturity
- The Illinois department of public health has established a single "front door" that offers residents access to over 200 health programs
- 62% in quality assurance and readability leading to reduced traffic to phones and facilities
- 25-63% improved website accessibility and quality scores
- The state's commitment to end-user experiences has earned recognition from the Center for Digital Government, which awarded the state an A- in 2022, up from a B+ in 2020.

## COMMONWEALTH OF PENNSYLVANIA

### Summary

The Commonwealth of Pennsylvania has collaborated with Adobe Experience Cloud to reimagine and transform Pennsylvania's public web presence, PA.gov. This holistic transformation will bring over 60 separate government agency websites together to create a dramatically more streamlined and intuitive user experience, moving from an agency-centric to a resident-centric design that is organized by life events.

The complete redesign and transformation of PA.gov is part of an ongoing digital services transformation effort led by the Governor's Office and Commonwealth Office of Digital Experience (CODE PA).

The modernized public web presence uses Adobe Experience Cloud applications, including Adobe Experience Manager on Cloud Services (with Sites, Assets with Dynamic Media and Forms), Adobe Analytics and Adobe Target, to unify its agency sites into a standard, scalable environment. This helps ensure the state can seamlessly deliver consistent and personalized experiences for residents across government agency websites.

The first phase of the public web presence transformation focused on integrating the first 10% of the 60+ separate government agency websites to create a more unified experience. The remaining websites will be integrated with several launch waves throughout 2024 and into 2025.

The new inclusive, accessible and service-centric design system enhances usability, consistency and efficacy across PA.gov, while ensuring that its capabilities and content are fully accessible for all Pennsylvania residents and businesses. Additional features will be rolled out in the coming months to further enhance and refine the user experience. For example, residents will be able to conduct searches based on planned or unplanned significant life events, such as "experiencing a financial setback" or "relocating to a new town" in order to easily find details on government services that are available to them.

### Challenges

- Agency-centric design that put the burden on residents to know where to find information.
- Confusing workflows that made using and reusing content inefficient.
- Siloed websites that made it hard for residents to find services that crossed multiple agencies.

### Solutions

- Use Adobe Experience Cloud to bring together over 60 agency websites and create a more streamlined and intuitive user experience.
- Move from an agency-centric design to a resident-centric design that is organized by life events.

- Utilize cloud delivery services in AEM to improve performance and speed up implementation.

### Key Results

- First phase integrated the first 10% of the Commonwealth's 60+ separate government agency websites.
- The remaining websites will be integrated with several launch waves throughout 2024 and into 2025.

## STATE OF OKLAHOMA

### Summary

At the State of Oklahoma, there was a poor perception of the state's digital experience for its citizens and performance was not aligning with the governor's promise of becoming a Top 10 state. They were weighed down with legacy vendor lock-in, preventing modernization and providing a dated, sub-standard experience for its citizens. The State of Oklahoma partnered with Adobe to drive its web modernization project. A new [oklahoma.gov](#) site, powered by Adobe Experience Cloud, became a one-stop shop for any service—from financial assistance to getting a fishing permit. The state is also using Acrobat Sign to support its remote workforce with automated e-signatures and digital document processing.

Recently, Adobe helped the state reach a significant milestone with the launch of the Service Oklahoma Customer Portal, which leverages Azure B2C authentication and login capabilities. Next up, Oklahoma plans to rollout the customer portal to additional state agencies and enhance capabilities, including SMS and Target personalization across multiple sites.

### Challenges

- Poor digital experience and performance did not align with governor's promise to become a Top 10 state
- Legacy vendor lock-in prevented modernization and provided sub-standard experiences
- Incongruent, agency-centric interactions conflicted with goals of a customer-centric government

### Solutions

- Centralize web content management for consistent experiences on external-facing state website and dozens of state agency websites
- Extend the state's digital capabilities with operational analytics, personalized notifications, and self-service optimization
- Empower non-technical workforce to easily author content, manage digital assets, and create new web experiences for residents
- Accelerate seamless workflows with e-signatures

### Key Results

- Established Oklahoma as a top 10 state in digital modernization
- Migrated 85 of the state's agency website and over 30,000 web pages
- Trained 450+ employees and partners with Adobe Digital Learning Services (ADLS)
- 24-hour turnaround time to implement an accessible, mobile-friendly form to use during weather-related emergencies
- Launched Service Oklahoma Customer Portal leveraging Azure B2C authentication and login capabilities

## US DEPT OF DEFENSE: NEXTGEN WEBSITE PROGRAM

### Program and Website Management Vision

The Department of Defense (DoD) conducted a comprehensive analysis of alternatives for a Content Management System (CMS) as part of a transformative pilot program. This analysis utilized Six Sigma Methodologies to create an unbiased scorecard, evaluating various enterprise CMS candidates against specific business and technical requirements. Adobe Experience Manager (AEM) emerged as the optimal CMS through this rigorous process, ultimately being selected for the pilot program. This selection was driven by AEM's capability to meet the diverse needs of the DoD and ensure the test of their robust and scalable solution in the pilot program to validate DoD's future digital transformation initiatives.

### The Challenge: Selecting the Right Content Foundation for Platform Scalability

Choosing and implementing a modern Content Management System (CMS) within the Department of Defense is a strategic imperative with far-reaching consequences. It's not merely about managing websites; it's about controlling the flow of critical information, enabling effective knowledge management, ensuring secure communication, and ultimately, supporting the execution of the mission.

A successful Analysis of Alternatives (AoA) for a CMS requires a disciplined, quantitative approach to navigating the unique set of challenges inherent in the DoD environment. Our Lean Six Sigma framework is specifically designed to address these hurdles through rigorous data analysis, ensuring that the selected technology and engineering approach precisely meet the defined business requirements.

### Executive Summary: Selecting Adobe Experience Manager for the NextGen Website Pilot Program

The Department of Defense (DoD) has embarked on a transformative journey to enhance its digital presence and operational efficiency through the NextGen Website Pilot Program. Central to this initiative is the selection of Adobe Experience Manager (AEM), chosen for its robust capabilities in delivering superior customer experiences and streamlining content management. This pilot program is designed to validate AEM's suitability for a full-scale rollout, incorporating a holistic and integrated approach that actively involves all partners and stakeholders.

### Integrated Approach

The NextGen Website Pilot Program employs an inclusive strategy, engaging partners in feedback loops and demonstrations throughout the development

process. This collaborative process ensures that the development aligns with the needs and expectations of all stakeholders. By involving partners in real-time testing and validation, the DoD can address any concerns promptly and refine the system based on practical insights and user experiences.

### **Redefining the Vision**

Working closely with stakeholders, the program aims to redefine the vision of the future DoD website, not only in terms of technology but also in terms of operational and process enhancements. This forward-thinking approach encompasses the user experience and the backend processes, ensuring a comprehensive upgrade that meets modern standards and anticipates future demands.

### **Key Success Factors: Technology and Human Elements**

The pilot program meticulously addresses both critical components of a successful customer experience (CX) project:

1. **Technology:** AEM's advanced features, including its flexibility, scalability, and integration capabilities, are put to the test. The pilot evaluates AEM's performance in handling complex content workflows, security requirements, and its ability to deliver personalized experiences at scale.
2. **Human Element:** Recognizing that technology alone cannot drive success, the program emphasizes human factors. Training sessions, user engagement workshops, and continuous feedback mechanisms ensure that the end-users are comfortable with the new system and that their needs are met. This human-centric approach fosters a culture of collaboration and constant improvement

The NextGen Website Pilot Program's strategic selection of Adobe Experience Manager aims to validate its potential as the cornerstone of the DoD's digital transformation. By integrating partner feedback, redefining future visions, and balancing technological advancements with human-centric strategies, the DoD is poised to achieve a seamless, efficient, and user-friendly digital experience for all stakeholders. The outcomes of this pilot will guide the full-scale implementation, ensuring that the DoD's online presence is robust, future-proof, and aligned with its mission objectives.

The image is a collage of various digital marketing and product management tools and dashboards, all featuring a purple and white color scheme. At the top left is a 'DMA' logo with the tagline 'COMMUNICATE. INNOVATE. INSPIRE. WE BUILD WEBSITES THAT ARE MODERN, ACCESSIBLE, & EASY TO UPDATE.' Below it is a 'FIT GAP ANALYSIS' table showing how different skills stack up against DMA objectives. To the right is a 'Alignment to DMA Objectives' matrix. Further down is a 'HOQ for DIGITAL PRODUCT FITMENT' grid. On the left, there's a 'SERVICE BLUEPRINT MODEL' with sections for 'Front End Marketplace', 'Agreements', 'Key Resources', and 'Platform'. On the right, there's a 'The Future DMA Market' map and a 'DMA Web Launch Priority' diagram. The overall theme is digital transformation and product development.

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

### **Our Communications and Program Management Approach A Partnership in Execution, Not Just a Management Plan**

A vision as ambitious as creating a "Citizen centric digital transformation" for the people of Nebraska requires more than just a great plan; it demands a flawless, disciplined, and transparent execution strategy. Our management approach is designed to be exactly that. It is not a rigid, top-down hierarchy, but a dynamic partnership governance model built on a foundation of mutual trust, radical transparency, and a shared, unwavering focus on the ultimate goal: delivering a better experience for every Nebraskan.

Our philosophy is simple: we will operate with a "no surprises" commitment to our state partners. The NSRB, the OCIO, and every partner agency will have a clear, real-time, and honest view into our progress, our challenges, and our successes. This approach ensures that we are not just a vendor executing tasks, but a deeply integrated partner working in lockstep with the State to navigate the Phased Framework journey with confidence and precision.

Leading this entire effort will be a dedicated, Nebraska-based Program Director. This individual will serve as the single point of partnership and accountability for the State, empowered to marshal all necessary resources and responsible for the overall success of the mission.

#### **The Three Pillars of Our Governance Model**

Our program management is built on three interconnected pillars that ensure alignment from the highest strategic levels down to the daily execution of tasks.

##### **1. Strategic Governance & Alignment: Charting the Course Together**

This pillar is focused on ensuring our work is always aligned with the State's highest strategic priorities. The Joint Steering Committee: We will establish a Joint Steering Committee that will serve as the primary governing body for the program. This committee will be co-chaired by our Program Director and the State's designated Contract Manager, and will include key executive stakeholders from the NSRB, the OCIO, and other principal agencies.

Mandate and Cadence: The Steering Committee will meet monthly to review overall program health, approve any major changes in scope or direction, provide strategic guidance, and act as the final point of escalation. This is the forum where we will jointly ensure that the execution of our Phased Framework remains in perfect alignment with Nebraska's evolving goals.

##### **2. Disciplined Execution & Radical Transparency: Delivering on the Promise**

This pillar is the engine room of the project, where our agile methodology comes to life in a transparent and accountable manner.

**Agile Program Management:** Our Project Manager will lead the day-to-day execution, managing the agile sprint process, tracking progress against our milestones, and proactively managing risks.

**A Rhythm of Communication:** We will establish a clear and predictable rhythm of communication to ensure all stakeholders are continuously informed:

**Weekly Core Team Meetings:** To manage the tactical execution of sprints.

**Bi-Weekly Project Status Reports:** Providing a transparent summary of progress, which will feed into the Public Online Project Dashboard we have committed to maintaining.

**Monthly Program Reviews:** A deep dive with key stakeholders on budget, schedule, and risks.

**Quarterly Strategic Business Reviews (QBRs):** A formal review with the Steering Committee to assess progress against the annual Business Plan and make strategic adjustments for the quarter ahead.

**The Nebraska Digital Command Center:** As detailed in RTM 3, our Command Center will serve as the real-time, single source of truth for the operational health of the Portal, providing unparalleled transparency.

### **3. Proactive Communication & Stakeholder Engagement: Bringing Everyone on the Journey**

A transformation of this scale is only successful if everyone feels like a part of it. This pillar is dedicated to the human side of program management, led by our Change Management & Training Lead.

**A Tailored Communication Plan:** We will develop and execute a comprehensive communication plan tailored to the specific needs of each stakeholder group:

**For the NRB and OCIO:** A continuous stream of formal reporting, strategic briefings, and deep-dive architectural reviews.

**For Partner Agencies:** A program of regular check-ins, collaborative design sessions, hands-on training workshops, and clear onboarding support to ensure they feel confident and empowered.

**For the Citizens of Nebraska:** Proactive and engaging communications about new services, planned maintenance, and success stories that highlight the tangible benefits the new Portal is delivering to their lives.

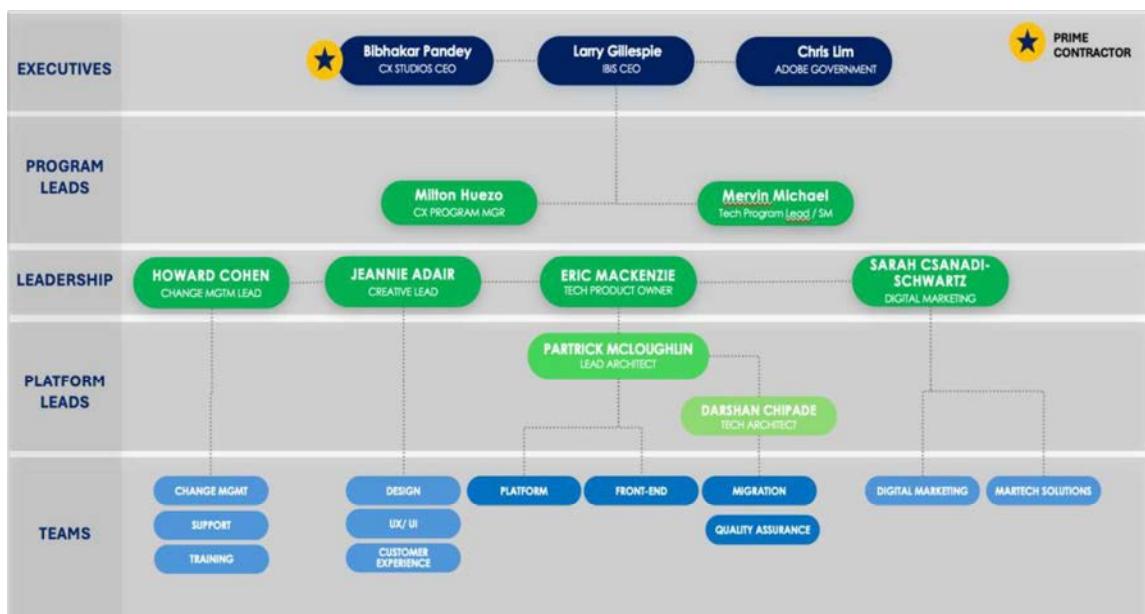
#### **Our "No Surprises" Path to Resolution**

Issues are an inevitable part of any complex project. Our commitment is to identify them early and resolve them swiftly and collaboratively. Our clear, three-level escalation path ensures that the right people are engaged at the right time.

- **Level 1 (Operational):** Day-to-day issues and risks are managed by the Project Manager and the core project team. The vast majority of issues will be resolved here.
- **Level 2 (Programmatic):** Issues that cannot be resolved at the operational level, or that involve cross-project resource conflicts, are escalated to the Program Director for a rapid decision.
- **Level 3 (Strategic):** In the rare event of a major strategic roadblock or a risk that could impact the program's overall timeline or budget, the issue is formally escalated to the Joint Steering Committee for a final, collaborative resolution.

This entire management structure is designed for one purpose: to successfully and transparently guide the State of Nebraska through our Phased Framework, ensuring that each phase delivers on its promise to the citizens. It is a model for a true partnership, built to deliver a "Digital Transformative Experience" that is reliable, trustworthy, and profoundly human-centered.

### The Core Team



The personnel selected for the State's proposed team were carefully chosen based on their extensive experience working with government clients, as well as their expertise in design, network management and infrastructure services. In addition, each team member has demonstrated a strong track record of successfully delivering large, complex technology and network projects, ensuring that the team is well-equipped to meet the State's needs. We acknowledge and agree that any changes in proposed personnel shall only be implemented after receiving written approval from the State.

\*\*\*\*\* Profile Level References will be provided post short-listing phase \*\*\*\*\*

	<p><b>Milton Huezo</b> CX Program Lead</p> <p>Milton is a strategic growth advisor and transformation leader who drives business performance through customer experience innovation. He partners with executive teams to align digital strategy with operational priorities, for execution to take place—unlocking the value of technology into the experiences of people. Known for turning complexity into clarity, Milton applies data, AI, and human-centered design to reframe business challenges, accelerate decision-making, and deliver measurable outcomes impacting growth through efficient program operations.</p>
	<p><b>Mervin Michael</b> Scrum Master / Tech Program Lead</p> <p>Mervin is a Delivery Expert and Leader with over 20 years of experience managing high-performing technology teams across onshore and offshore models. He excels at orchestrating complex digital and engineering initiatives, ensuring seamless collaboration, timely execution, and measurable outcomes. Mervin brings structure, clarity, and trusted leadership to every transformation effort.</p>
	<p><b>Jeannie Adair</b> Creative Lead</p> <p>Jeannie leads CX Studios as Head of Creative, where she fuses strategic vision with bold creativity to shape transformative customer experiences. A champion of innovation, she empowers her team to push boundaries and deliver emotionally resonant, high-impact solutions. Jeannie's leadership drives a culture of experimentation and excellence, fueling CX Studios' mission to craft experiences that delight customers and accelerate business growth.</p>
	<p><b>Eric Mackenzie</b> Product Owner</p> <p>Eric is a hands-on Chief Technology Officer with deep expertise in digital marketing, transformation, and enterprise infrastructure. He leads the development of scalable technology roadmaps that drive efficiency, accelerate adoption, and unify cross-functional teams. With a proven track record of implementing organization-wide systems and processes, Eric empowers businesses to modernize operations, foster collaboration, and deliver lasting value through strategic innovation.</p>

	<b>Howard Cohen</b> Change Management Lead  Howie currently serves as the principal Strategist and Head of Change Management at CX Studios. He is leading the government practice and building dynamic forward-leaning solutions for our new complex business environment. In his most recent role, he was a DoD Highly Qualified Expert (HQE), Customer Experience, for the Defense Media Activity (DMA), a Department of Defense Field Activity reporting to the Assistant Secretary of Defense for Public Affairs.
	<b>Wendy Woodson</b> Training & Enablement  Wendy is an accomplished customer experience strategist with leadership in commercial and DoD sectors. Expert in knowledge management, digital transformation, and change management. Proven in optimizing customer journeys, platform adoption, and service efficiency. Recognized for building strong relationships and driving measurable improvements in satisfaction and operational outcomes across Fortune 500 and government organizations.
	<b>Patrick McLoughlin</b> Lead Enterprise Architect  Pat is a seasoned technical leader with over 20 years of exceptional experience in software development. His technical acumen and strategic vision have consistently resulted in the delivery of elegant and maintainable solutions to complex problems, leading to the creation of robust, long-lasting systems. At the core of Patrick's expertise lies his mastery in Adobe Experience Cloud Solutions, particularly Adobe Experience Manager (AEM). His extensive experience with AEM has equipped him with the skills necessary to harness the full potential of this powerful platform, enabling organizations to deliver personalized and compelling digital experiences to their customers.
	<b>Darshan Chipade</b> Tech Architect  Darshan is a seasoned Lead Architect with deep expertise in Java and React frameworks, leading large agile teams to deliver scalable enterprise solutions. She specializes in architecting digital experience platforms across Adobe, Oracle, and Salesforce ecosystems, while also guiding end-to-end quality engineering. Radha bridges technical excellence with business outcomes in complex transformation programs.

	<p><b>Sarah Csanadi-Schwartz</b> Sr. Digital Marketing Director II <a href="#">Omaha, NE</a></p> <p>Sarah is a seasoned Content Marketing Expert. She has in depth experience in digital marketing workstreams, including paid media, SEO, content creation, analytics, and the integration of web, design, and video efforts to support the broader marketing strategy. Sarah's deep understanding of digital marketing drives business outcomes and brand equity, allowing for continuous improvement and scalability.</p>
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## J. SUBCONTRACTORS

Subcontractor Identification and Information	
Full Company Name	Reingold/ IBIS
Headquarters Address	1321 Duke Street, Suite 408, Alexandria, VA 22314
Entity Type	PUBLIC SECTOR
Year Founded	2005
Name Change	
Allocation	10-15%
Tasks	Nebraska.gov SME's in current project. Will consult, guide and lead digital marketing services.

## 2. TECHNICAL RESPONSE

- A. ATTACHMENT A - FORM A.1. – 122777 O5 ADOBE CX STUDIOS FILE 3 OF 5 –  
TECHNICAL RESPONSE**
- B. ATTACHMENT A - FORM A.2. – 122777 O5 ADOBE CX STUDIOS FILE 3 OF 5 –  
TECHNICAL RESPONSE**

## Contractual Agreement Form

# BIDDER MUST COMPLETE THE FOLLOWING

### 3. SIGNED CONTRACTURAL AGREEMENT

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder is not owned by the Chinese Communist Party.

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

NO **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).

NO 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.

NO I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. § 71-8611 and wish to have preference considered in the award of this contract.

#### THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

COMPANY:	CX Studios LLC
ADDRESS:	1560 East Southlake Blvd. Suite 100 Southlake TX 76092
PHONE:	469-442-4539
EMAIL:	bp@cxstudios.io
BIDDER NAME & TITLE:	Bibhakar Pandey - Co-Founder & CEO
SIGNATURE:	<p>Signed by:  4669C2365169491...</p>
DATE:	10/23/2025

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

## CX STUDIOS + ADOBE SUBMISSION

# PROJECT DESCRIPTION AND SCOPE OF WORK

### **122777 O5 Adobe\_CXStudios** **File 2 of 5 - Project Description and Scope of Work**

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## PROJECT SCOPE

### Executive Summary: A New Era of Trust for Nebraska

The State of Nebraska is poised for a transformation—a shift from transactional digital services to a new era of government built on trust, transparency, and a deep commitment to its citizens. REINGOLD+IBIS + CX Studios offer more than just technology; we provide a proven roadmap to make this vision a reality.

Our approach will evolve Nebraska.gov from a rigid, vendor-managed portal into a dynamic, citizen-first digital platform. Every interaction, whether for business licensing, agricultural permitting, or family services, will become simple, secure, and intuitive. This isn't a new experiment; it's a successful model used by state and federal programs, now tailored specifically for Nebraska's mission.

This transformation is designed to be **built for Nebraskans and run by Nebraskans**. Through local job creation, measurable transparency, and a self-funding model, our partnership guarantees a digital foundation that will serve the State for decades to come, ensuring Nebraska leads the nation in citizen-centric governance.

### Our Vision: Effortless Government, Powered by People

Technology should serve people, not the other way around. Our vision is to create a "**Citizen centric digital transformation**"—where services are so intuitive, proactive, and seamlessly integrated into the lives of Nebraskans that the technology behind them disappears. It's about shifting the burden from the citizen to the system, enabling optimal experiences through a platform that anticipates needs and delivers solutions effortlessly. Our commitment is to create a truly inclusive and trustworthy experience:

- **Accessibility & Inclusion:** We start with WCAG 2.2 AA and Section 508 standards as our baseline, but we don't stop there. We test our solutions with real Nebraskans of all abilities and from all geographies to ensure equal access for everyone.
- **Radical Transparency:** We build trust by showing our work. Real-time dashboards will provide the NSRB and the citizens with clear, understandable metrics on system uptime, citizen satisfaction, and return on investment.
- **Sustainable Innovation:** Our self-funded model ensures that surplus revenue is reinvested directly into expanding and improving services, delivering continuous value without placing an additional burden on taxpayers.

### The Technology: A Foundation for the Future

To deliver a truly frictionless digital experience, Nebraska needs a platform that is agile, scalable, and secure. Our solution moves the State away from the limitations of the past—proprietary, monolithic systems that create vendor lock-in and stifle innovation—and into the future with a **modern, composable architecture**.

## What does this mean for Nebraska?

- **Microservices:** Instead of one giant, unchangeable system, we build services like LEGO bricks. This allows us to add, upgrade, or swap out features—like a new payment system or a permit application—quickly and independently, without disrupting the entire platform.
- **API-First:** Every service is designed to communicate seamlessly with others. This creates a powerful, interconnected ecosystem that breaks down agency silos and allows data to flow securely where it's needed. It's the key to providing citizens with a unified, "one-stop" experience.
- **Cloud-Native:** We leverage the power of trusted cloud platforms like AWS and Azure to provide unparalleled security, reliability, and infinite scalability. The platform can handle any demand, from routine daily tasks to emergency response situations, without faltering.
- **Omnichannel:** This allows Nebraska to deliver services to any device or platform—websites, mobile apps, kiosks, voice assistants, and future technologies we haven't even imagined yet—all from a single, unified content and data hub.

This modern approach ensures a lower total cost of ownership and prepares Nebraska for the future of "**invisible technology**," where AI-powered services can anticipate citizen needs, automate complex processes, and create a truly frictionless digital government.

## Our Phased Framework: Building the Future, Step by Confident Step

Transformation is a journey, not a single event. Our phased roadmap provides Nebraska with the clarity and control to modernize confidently while ensuring uninterrupted service for every citizen.

Year	Phase	Timeline	Description
Pre-Kickoff	Phase 0	0 Months	Transition & Transparency
Year 1	Phase 1 a & b	1–8 Months	Foundation & Modernization with a focus on Transactional Sites
Year 1	Phase 2	9-10 Months	Statewide Expansion for sites & incorporating enablement and Workforce realignment
Year 1	Phase 3	11-12 Months	Finalization of remaining low traffic sites.
Year 2-5	Phase 4	13 Months – 60 Months	Optimization, Innovation & Local Empowerment

## Phase 0 — Transition & Transparency (Pre-kickoff)

### Theme: Building Trust from Day One with a Seamless, Risk-Free Transition

This initial phase is the foundation of our entire partnership, designed to build confidence by demonstrating stability and control from the outset.

**A Transition So Seamless, No One Will Notice:** Our highest priority is ensuring 100% business continuity. A transition of this scale must be invisible to the citizens who rely on state services every day.

Our preferred path is **proactive collaboration with TylerTech**. We believe that a partnership approach is the best way to ensure a smooth and comprehensive handover of knowledge and operations. We will extend every effort to work together constructively for the benefit of the State.

However, our success is not dependent solely on this cooperation. We have developed a **comprehensive risk mitigation strategy** to guarantee a seamless transition under any circumstances. Our dedicated transition team will:

- Conduct deep analysis to map all existing services, data flows, and dependencies.
- Run the new platform in a "dark launch" mode—operating in parallel with the legacy system to validate performance with live data without impacting citizens.
- Deploy a proven methodology for data migration and service cutover that has been successful in dozens of similar state and federal transitions.

This dual approach provides absolute assurance. We will actively seek collaboration, but we are fully prepared to execute a flawless transition independently. **For Nebraskans, the result is the same: the services they rely on will work uninterrupted from day one.**

- **For the State, this means:** You gain complete operational visibility and control through the **Nebraska Digital Command Center**, establishing a foundation of stability and confidence from the very start.

### Outcomes:

- 100% operational continuity.
- A Nebraska-based leadership team engaged in daily operations.
- The "No Talent Left Behind" initiative launched to upskill and empower the local workforce.

## Phase 1 (a & b) — Foundation & Modernization (1–8 Months)

### Theme: A Modern Foundation for a More Human Experience

This phase is where Nebraskans will start to *feel* the difference. This isn't just a technical upgrade; it's about respecting every digital interaction with a citizen's time and effort. We are laying the groundwork for a truly unified and accessible digital state.

- **For Nebraskans, this means:** Pages load faster, forms are simpler to complete on any device, and finding information becomes intuitive. The frustration of navigating clunky, outdated systems is replaced with the ease of a modern digital experience.
- **For the State, this means:** We deploy a modern, scalable **Adobe Experience Cloud** foundation. This modular architecture eliminates vendor lock-in and provides Nebraska with the agility to adapt and innovate for years to come.

#### **Outcomes:**

- A consistent, accessible user experience across the top 20 agency sites.
- A 30% measured improvement in the speed of completing common tasks.
- A scalable, compliant, and future-ready digital foundation.

### **Phase 2 — Statewide Expansion (9-10 Months)**

#### **Theme: Bringing a Unified Nebraska to Every Corner of the State**

This phase is about ensuring digital equity for all. It guarantees that a small business owner in Scottsbluff has the same seamless access to permits as a corporation in Omaha. We will break down the digital walls between agencies to create one unified government experience.

- **For Nebraskans, this means:** No more navigating a maze of different agency websites. Citizens see a single, unified State of Nebraska, ready to serve them efficiently, no matter where they live.
- **For the State, this means:** Migrating over 137 websites and applications onto the central platform. This eliminates redundant systems, reduces costs, and allows agencies to collaborate more effectively, with **trained Nebraskans** managing 70% of operations.

#### **Outcomes:**

- A 40% reduction in the time it takes to publish new content and services.
- Legacy TylerTech systems are fully retired.
- Nebraska achieves a self-sustaining, state-owned operational model.

### **Phase 3 — Final Site Transition, start of Optimization & Innovation (11-12 Months)**

#### **Theme: From Responsive to Proactive—A Government That Anticipates Your Needs**

This is where the technology becomes truly invisible and helpful. We shift from simply responding to requests to proactively serving citizens. By harnessing the power of AI and data, we will create a government that actively makes life easier for the people it serves.

- **For Nebraskans, this means:** Imagine a system that proactively reminds a farmer about a change in water permits or helps a new parent discover relevant benefits without them even having to search. This is a new standard of digital trust.
- **For the State, this means:** We implement AI-driven citizen services like chatbots and predictive forms. **FinOps dashboards** provide real-time transparency into costs, driving efficiency and ensuring every dollar is maximized for citizen benefit.

**Outcomes:**

- A 15%+ reduction in total cost of ownership.
- Measurable gains in citizen satisfaction (NPS/CSAT).
- Nebraska is recognized nationally as a leader in citizen-first digital governance.

**Phase 4 — Continuous Innovation & Local Empowerment (13-60 Months)**

**Theme: Built by Nebraskans, for Nebraskans—A Legacy of Self-Reliance**

The ultimate goal is for Nebraska to own its digital future. This phase is about completing the transition from partnership to full empowerment. We are not just building a platform; we are fostering a local workforce and an innovation ecosystem that will endure.

- **For Nebraskans, this means:** The digital services they use every day are managed, improved, and innovated by their neighbors. The platform becomes an engine of local opportunity, generating jobs and building community expertise.
- **For the State, this means:** Achieving long-term digital self-reliance by leveraging native Nebraskan talent.

**Outcomes:**

- Outside dependency is eliminated.
- A nationally recognized model of transparent, community-driven government is established.
- Continuous growth in citizen trust, satisfaction, and digital inclusion.

**Our Promise: The Clear Winner for Nebraska**

This journey will provide Nebraska not only with a modern platform, but also with a living, self-sustaining ecosystem of people, processes, and technology that continually improves. With REINGOLD/IBIS + CX Studios, the State gains a partner wholly committed to every citizen, every agency, and every outcome.

Together, we will make Nebraska.gov the nation's benchmark for digital government experience.

## CX STUDIOS + ADOBE SUBMISSION

# TECHNICAL RESPONSE

**122777 O5 Adobe\_CXStudios**  
**File 3 of 5 – Technical Response**

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Attachment A

Forms

Request for Proposal Number 122777 O5

**Bidders are required to complete all forms provided in this attachment  
Form A.1 and A.2 are to be included in the Technical Proposal.**

**Form A.1 Requirements Traceability Matrix**

**Form A.2 Service Matrix**

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**Form A.1**
**Requirements Traceability Matrix (RTM)**
**Request for Proposal Number 122777 O5**

Each of the items in the Requirements Traceability Matrix in the table below requires a response of: “Bidder”, “Subcontractor/Affiliate”, “Third Party”, and “No”. Below is a brief definition of each response option. Bidders must respond to the RTM items directly in the matrix, using as much space as needed. Bidder must not change the order of the requirements.

The RTM must indicate how the bidder intends to comply with the requirement and the effort required to achieve that compliance. It is not sufficient for the bidder to simply state that it intends to meet the requirements of the RFP. The State will consider any such response to the requirements in this RFP to be non-responsive. The narrative should provide the State with sufficient information to differentiate the bidder’s technical solution from other bidders’ solutions.

If Oral Interviews/Presentations and/or Demonstrations are requested, bidder may be asked to demonstrate each item.

These responses, as well as the entire response to this RFP, will become part of the Contract.

Bidder	Cx Studios	This requirement is met by bidder as identified in bidder’s response to this RFP.
Subcontractor/ Affiliate	Reingold / IBIS	This requirement is met using a Subcontractor or Affiliate with whom the bidder works as identified in bidder’s response to the RFP.
Third Party	Adobe / BOOMI	This requirement is met through the use of a Third-Party Vendor’s product or solution, which is included as part of bidder’s response to the RFP.
Not Available	Not Available	No, the requirement is not or cannot be met by the bidder. A response of “No” to a requirement does not eliminate the bidder’s proposal from consideration. All proposals meeting the mandatory requirements will be evaluated and scored by the evaluation committee. The “No” option is also appropriate when a requirement can be met through goods or services not included in contractor remuneration identified in the RFP. In such scenario, the bidder should note the cost in bidder’s response.

RTM #		Bidder	Subcontractor / Affiliate	Third Party	No
<b>Part V. Section A. Project Overview</b>					
RTM 1	Bidder must describe bidder's understanding of and plans to fulfill the purpose of the Portal, as identified in the RFP.	<b>YES</b>	<b>YES</b>		
<b>Bidder's Response:</b>					
<p>Central to our methodology is the recognition that Nebraska is not simply procuring a service; you are initiating a fundamental transformation. Our plan is to fulfill the purpose of the Portal by moving beyond transactional digital services and into a new era of government—one built on <b>trust, transparency, and a genuine, unwavering commitment to the citizens of Nebraska</b>. Our entire approach is designed to evolve Nebraska.gov from a rigid, vendor-controlled portal into a dynamic, <b>citizen-first digital platform</b>. We will make every interaction, whether for a small business owner in Omaha applying for a license, a farmer in Kearney checking agricultural permits, or a family in Scottsbluff accessing services, feel simple, secure, and completely intuitive.</p> <p>This is not an experiment. What we are proposing is a proven, battle-tested model that has successfully modernized government experiences for millions of users nationwide. We are bringing that disciplined experience and tailoring it specifically to Nebraska's unique mission, values, and communities.</p> <p>Our guiding vision is to create a "<b>Citizen Centric Digital Transformation</b>." This is a future where technology is so effective, so intuitive, and so seamlessly woven into the fabric of daily life that it essentially disappears. It's about fundamentally shifting the burden from the citizen to the system itself, creating a platform that intelligently anticipates needs and delivers solutions without the friction and frustration that too often define public-sector digital interactions. This is what it looks like in practice:</p> <p>We will achieve this ambitious vision through a disciplined delivery model founded on several core, non-negotiable principles:</p> <p><b>A Platform Built for Nebraskans, Run by Nebraskans</b></p> <p>Our commitment to Nebraska extends far beyond technology; it is a commitment to the community. We firmly believe that the most successful and sustainable solutions are those managed and innovated by the people they serve. Our entire staffing and</p>					

RTM #		Bidder	Subcontractor / Affiliate	Third Party	No
	<p>operational model are therefore centered on our "<b>Workforce Re-Alignment</b>" initiative. This is not just a slogan; it is a comprehensive, multi-year program designed to build a deep, sustainable, and local workforce.</p> <ul style="list-style-type: none"> <li>• <b>Local Investment:</b> We will establish a physical delivery hub in Lincoln, creating high-quality technology jobs and making a tangible economic investment in the state.</li> <li>• <b>Building a Local Talent Pipeline:</b> We will forge active, strategic partnerships with Nebraska's universities and technical colleges. This means creating robust internship programs, co-developing relevant curricula focused on digital government and civic tech, and building a direct pipeline for graduates to join our team and contribute to their home state's digital future.</li> <li>• <b>Empowering the Existing Workforce:</b> We will work hand-in-hand with existing state personnel to provide advanced training, industry-recognized certifications, and clear career paths. This ensures that valuable institutional knowledge is preserved and that dedicated public servants have opportunities to grow into new, exciting roles within a modern digital environment.</li> </ul> <p>This initiative guarantees that long after the initial transformation is complete, the knowledge, the skills, and the passion for innovation will reside right here in Nebraska.</p>				

### A Proven Approach to Sustainable, Citizen-Centered Innovation

We have a demonstrated and verifiable history of success in delivering secure, convenient, and user-friendly government portals that empower citizens and businesses alike. Our approach is not a theoretical framework but a refined methodology that combines:

- **Real Accessibility & True Inclusion:** For us, accessibility is a moral imperative, not a compliance checkbox. We start with the technical standards of WCAG 2.1 AA and Section 508, but we don't stop there. Our true measure of success is when a Nebraskan with a visual impairment using a screen reader, a senior citizen who may be less tech-savvy, or a resident in a rural area with limited bandwidth can all access services with the same level of ease and dignity. We will achieve this through continuous, real-world testing with diverse user groups across the state.

RTM #		Bidder	Subcontractor / Affiliate	Third Party	No
<p><b>Radical Transparency to Build Unshakable Trust:</b> We believe that trust is the currency of government, and it is earned through transparency. We will build and maintain real-time, public-facing dashboards that provide the NSRB, state agencies, and every citizen with clear, understandable metrics on the Portal's performance. This includes everything from system uptime and transaction volumes to citizen satisfaction scores and the return on investment for every dollar. We will show our work, celebrate our successes, and be accountable for our challenges in the open.</p>					

### Human-Centered Design and Empathetic Engagement

Our expertise in **human-centered design (HCD)** and **accessibility-first development** is what translates our vision into a tangible, superior user experience. Every single project and feature we develop begins with rigorous, empathetic research to ensure our solutions are precisely and intimately aligned with the real-world needs, behaviors, and challenges of Nebraskans.

Our disciplined HCD approach includes:

- **Citizen Personas:** Developing detailed, research-backed personas representing the diverse population of Nebraska—from urban professionals and students to rural farmers, veterans, and retirees.
- **Journey Mapping:** Visually mapping the end-to-end experience of a citizen trying to accomplish a task (e.g., renewing a professional license) to identify pain points, bottlenecks, and opportunities for simplification.
- **Interactive Prototyping and Usability Testing:** Creating clickable prototypes of new services and testing them with real Nebraskans early and often. This allows us to validate that solutions are intuitive and effective before a single line of code is written, saving time and ensuring the final product truly works for people.

This disciplined, human-first methodology ensures that our solutions are not just technically sound but are also embraced and valued by the citizens they are designed to serve from day one.

RTM #	Future-Ready Technology as a Foundation for Service	Bidder	Subcontractor / Affiliate	Third Party	No
We architect and implement <b>secure, modern backend systems</b> that are built for resilience, scalability, and interoperability. By leveraging a composable, API-first architecture, we break down the data silos that currently exist between agencies, allowing information to flow securely and efficiently. This provides Nebraska with a future-ready foundation that supports both radical transparency and unprecedented operational efficiency, and it is the technical key to delivering a unified, "one-stop" experience for citizens.					
With CXS (CX Studios) + REINGOLD / IBIS, Nebraska gains a partner that is ready on day one to execute with precision, discipline, and a deep sense of commitment to the state's future. Backed by an unimpeachable record of success and a passion for public service, we offer the State of Nebraska complete confidence in both the transformative outcome of this project and its lasting, positive impact on the lives of every Nebraskan.					
<b>Part V. Section B. Legal Authority and the Nebraska State Records Board</b>					
RTM 2	Bidder must describe bidder's understanding of the role of the Nebraska State Records Board, and bidder's plan to operate the Portal within the oversight of the NSRB.	<b>YES</b>	<b>YES</b>		
<b>Bidder's Response:</b>					
A foundational principle of our work is that a successful public-private partnership is built on a bedrock of mutual respect, shared goals, and unwavering transparency. We understand that the Nebraska State Records Board (NSRB) is more than a contracting authority; it is the central <b>steward of public trust</b> for the State's digital assets and the primary governing body responsible for guiding the Portal's strategic direction on behalf of every Nebraskan. The Board's role in policy-setting, fee-					

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
	setting, and the management of public records is a profound responsibility, and our entire operational model is designed to honor and support that duty.				

Therefore, our plan is to operate not merely *within* the NSRB's oversight, but as a deeply integrated **strategic partner** dedicated to empowering the Board with the tools, insights, and support needed to govern effectively and confidently. We understand that the strongest, most successful outcomes are born from a relationship built on proactive collaboration, not reactive compliance.

Our plan to operate within the NSRB's oversight is defined by three core commitments:

- 1. A Partnership Built on Radical Transparency**  
Our relationship with the NSRB will be defined by a "no surprises" philosophy. We are committed to providing the Board with a clear, honest, and real-time view into every facet of the Portal's operations.
- Empowering Governance Through Actionable Intelligence:** We will provide the NSRB with more than just static reports. We will deliver access to **real-time, intuitive dashboards** that visualize key performance indicators—from system uptime and transaction volumes to citizen satisfaction scores and progress on our "Workforce Re-Alignment" goals. Our role is to transform raw data into **actionable intelligence**, providing the Board with the clear, trusted insights needed to make confident, strategic decisions on behalf of Nebraskans that will save them time, money, and enhance their engagement with the government.
- Open and Proactive Communication:** The NSRB will always be the first to know about our successes, our challenges, and any potential risks. We will be active, prepared, and engaged participants in all public meetings, ready to provide detailed updates and answer any questions with candor and clarity.

**2. Active Collaboration in Strategic Decision-Making**  
We view the NSRB as the strategic center of the Portal ecosystem, and our role is to act as their trusted partner in execution.

RTM #		RTM #	Bidder	Subcontractor / Affiliate	Third Party	No
<ul style="list-style-type: none"> <li><b>Co-Authoring the Future:</b> The annual Business Plan will be a deeply collaborative document, co-authored with the NSRB to ensure our operational roadmap is in perfect alignment with the Board's strategic priorities for the coming year.</li> <li><b>Data-Driven Prioritization:</b> We will work in partnership with the NSRB to prioritize all new projects and service enhancements. By presenting clear, data-driven business cases—complete with analysis of potential citizen impact, partner demand, and financial sustainability—we will empower the Board to make informed choices that deliver the greatest possible value to the state.</li> </ul>		<p>We understand that the NSRB's decisions have a direct and tangible impact on the lives of Nebraskans. Our operational framework is designed to support and execute on the Board's public mandate with precision and integrity.</p> <ul style="list-style-type: none"> <li><b>Executing on Policy and Fee Structures:</b> When the NSRB sets a policy or approves a fee structure, our systems and processes will be configured to implement that decision accurately and efficiently. We will provide the Board with clear reporting to validate that their directives are being followed to the letter.</li> <li><b>Stewardship of Public Records:</b> We will serve as diligent custodians of all Portal-related records, ensuring they are managed, retained, and protected in full compliance with the Board's requirements. We affirm that all such records are the exclusive property of the NSRB.</li> </ul> <p><b>The Nebraska Experience:</b> The NSRB is considering a new policy to simplify the fee structure for small business registrations to encourage entrepreneurship. To support this decision, we provide the Board with a comprehensive data packet from Adobe Analytics showing current registration volumes, user behavior patterns during the payment process, and financial models illustrating the potential impact of several different fee options. After the Board makes its data-informed decision, we implement the new fee structure within days and provide a follow-up report three months later showing the direct impact on new business registrations. This is the virtuous cycle of our partnership: we provide the intelligence to support great policy, and we execute flawlessly to bring that policy to life for the benefit of Nebraskans.</p>				

RTM #		Bidder	Subcontractor / Affiliate	Third Party	No
<p><b>Ultimately, we view our relationship with the NSRB as a shared mission. Our expertise in technology and operations, combined with the Board's strategic oversight and public mandate, creates a powerful partnership. This collaborative methodology has been the key to our success with government clients across the nation, and we are confident it will result in a strong, trust-based relationship that delivers exceptional and lasting value for the State of Nebraska.</b></p>					
<p><b>Part V. Section C. Current Portal Operations and Environment</b></p>					
RTM 3	Bidder must describe bidder's understanding of the Current Portal Operations and Environment, and bidder's plan to operate the Portal within such environment.	<b>YES</b>	<b>YES</b>	<b>YES</b>	
<p><b>Bidder's Response:</b></p> <p>We understand that the current Portal is far more than a collection of websites; it is a complex, living ecosystem of mission-critical services that Nebraskans rely on every single day. It is a digital environment featuring custom-built solutions, intricate transactional interfaces, and vital revenue streams that have been developed over many years. Our understanding is rooted in a deep respect for the existing operational realities and the critical importance of absolute, uninterrupted service continuity.</p>					
<p>Our primary objective is to manage this transition and operate the Portal in a way that is <b>completely invisible to every citizen, business, and government partner</b>. For the people of Nebraska, the change in management should feel like nothing at all. The services they depend on—from renewing a driver's license to filing business taxes—will continue to work flawlessly, without any disruption, degradation, or confusion. This guarantee of a seamless experience is the bedrock of our operational philosophy and the first step in building a new era of trust.</p> <p>To achieve this, our plan is not merely to maintain the status quo, but to immediately elevate the State's operational posture from reactive to proactive. This will be accomplished through the implementation of our robust and proven <b>our Business Continuity &amp; Digital Services Framework</b>.</p>					
<p><i><b>Proactive Business Continuity &amp; Digital Services Framework</b></i></p> <p>This is not a static plan, but a dynamic, always-on operational methodology designed to ensure the entire IT infrastructure remains resilient, reliable, and ready to respond to any disruption, planned or unplanned. It provides a 360-degree approach to operational excellence. Our framework integrates five key pillars:</p>					

RTM #		Bidder	Subcontractor / Affiliate	Third Party	No
<b>1. Continuous Monitoring &amp; Proactive Assessment:</b>	We will move beyond simple alerts. From day one, we will deploy a suite of sophisticated, AI-powered monitoring tools to gain real-time visibility into every layer of the infrastructure. This includes application performance, transaction throughput, network latency, and cybersecurity threat vectors. This constant stream of data allows us to identify potential issues, bottlenecks, or security risks <i>before</i> they can impact citizen services, ensuring we are always ahead of the curve.				
<b>2. Deep Risk Identification &amp; Dependency Analysis:</b>	We understand that the current environment is a web of interconnected systems. Our transition team will conduct a deep forensic analysis to map every application, data flow, API connection, and third-party dependency. This creates a comprehensive "digital blueprint" of the current state. This allows us to perform meticulous risk modeling and scenario planning, ensuring we understand the potential impact of any single component failing and have pre-defined mitigation strategies ready to execute.				
<b>3. Proactive Mitigation &amp; High-Availability Architecture:</b>	Our operational plan is built on an architecture of redundancy and resilience. We will operate a high-availability, active-active environment, meaning there is no single point of failure. This is complemented by a comprehensive disaster recovery plan, robust cybersecurity readiness protocols, and automated failover systems. This ensures that even in the face of a hardware failure, power outage, or cyber event, services remain online and accessible.				
<b>4. The Nebraska Digital Command Center:</b>	A cornerstone of our operational plan is the immediate establishment of the <b>Nebraska Digital Command Center</b> . This is a dedicated team and technology hub, that will serve as the nerve center for all Portal operations. This is the State's single source of truth, providing unprecedented, real-time visibility into the health and performance of the entire digital ecosystem through live dashboards. The Command Center is what transforms our framework from a plan into a living, breathing operation, enabling swift, data-driven decision-making 24/7/365.				
<b>5. Disciplined Post-Incident Reviews &amp; Continuous Improvement:</b>	In the rare event of a service disruption, our framework includes a rigorous post-incident review process. We will conduct a thorough root cause analysis, engage all relevant stakeholders, and document lessons learned. This information feeds directly back into our operational playbooks and risk models, ensuring we are constantly learning, adapting, and strengthening the resilience of the platform.				

### *Operating Within the Current Environment: From Maintenance to Modernization*

Our plan is not just to keep the lights on. It is to use our understanding of the current environment as the launching point for a strategic, phased modernization that will deliver immediate and lasting value to the State and its citizens.

**The Nebraska Experience** *Currently, a state agency might not know a critical application is performing slowly until citizens begin calling the help desk to complain. Under our framework, the Digital Command Center's dashboards would flag the degraded performance in real-time. An automated alert would be sent to our on-call engineering team, who could begin diagnosing the issue instantly. AI-powered diagnostics might even pinpoint the root cause—a poorly optimized database query—and suggest a fix. The issue is resolved in minutes, likely before any citizen even notices a problem. This is the shift from a reactive, break-fix model to a proactive, citizen-protecting operation.*

We have successfully supported and modernized complex portal environments for numerous state, local, and federal agencies. We are experts at managing large portfolios of pre-existing applications and legacy sites, carefully migrating and modernizing them while preserving absolute continuity. Our capabilities are directly aligned with the needs of Nebraska's current environment:

- **Unified Search & Seamless Data Access:** We will immediately begin work to implement powerful, site-wide search functionality. This will allow a citizen to type "business permit" and receive a single, unified list of relevant results from all state agencies, rather than having to hunt through individual websites. This is a crucial first step in breaking down digital silos.
- **Secure & Reliable Data Exchange:** We will work with every state partner to establish and manage secure, automated, and scheduled data uploads and updates. This ensures that the information Nebraskans access is always accurate, timely, and compliant with all security standards.
- **A Truly Device-Agnostic & Mobile-Ready Experience (Responsive):** We will ensure that every single application and website is fully tested and optimized for performance across all popular browsers and mobile devices. In a world where many Nebraskans access the internet primarily through their phones, this commitment to a mobile-first experience is non-negotiable and ensures equitable access for all.
- **A Flexible, Hybrid Hosting Environment:** We will design, implement, and manage a hybrid hosting architecture. This combines the security and control of Azure Gov-Cloud where needed with the immense scalability, flexibility, and

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
	<p>cost-efficiency of the cloud. This tailored approach ensures the Portal is optimized for resilience, performance, and long-term financial sustainability.</p> <ul style="list-style-type: none"> <li>• <b>Rock-Solid, PCI-DSS Compliant Payment Integration:</b> Our PCI-DSS compliant payment platform will integrate seamlessly with the state-mandated third-party processors for all credit card and ACH transactions. This guarantees that every single transaction is secure, compliant, and convenient for Nebraskans, reinforcing the trust that is essential for a successful digital government.</li> </ul> <p><i>Ensuring Agile and Secure Modernization with a CI/CD Pipeline</i></p> <p>A critical component of our operational plan is the implementation of a modern, secure, and automated <b>CI/CD (Continuous Integration/Continuous Deployment) capability</b>. This is the technical engine that allows us to safely and rapidly modernize the current environment. It shortens the lead time for changes, dramatically improves the quality and security of every release, and provides the NSRB with full, transparent traceability from a code commit all the way to production deployment. Our CI/CD approach has several clear objectives:</p> <ul style="list-style-type: none"> <li>• <b>Reduce Cycle Time:</b> We will dramatically reduce the time it takes to move from a code commit to a live deployment through predictable, repeatable automation, allowing us to be more responsive to agency and citizen needs.</li> <li>• <b>Increase Release Quality:</b> By integrating automated testing, static code analysis, and policy-based quality gates, we ensure that every release is stable, reliable, and high-quality.</li> <li>• <b>Embed Security from the Start (DevSecOps):</b> Security is not an afterthought; it is built into every step of the development lifecycle. We will embed security scanning and supply-chain integrity checks early in the process to prevent vulnerabilities before they ever reach production.</li> <li>• <b>Provide Radical Transparency:</b> Our pipeline will generate transparent audit trails, performance metrics, real-time dashboards, and automated release notes, giving the NSRB and state stakeholders complete visibility into our development process.</li> </ul>				

The CI/CD pipeline will manage a structured promotion of code through multiple environments (e.g., Development, Test, Staging, Production), with automated gates and manual approvals at critical checkpoints to ensure control and stability. This

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
<p>disciplined process guarantees that as we modernize Nebraska's digital services, we do so in a way that is secure, predictable, and builds trust through its reliability.</p> <p>With us, the State of Nebraska gains a partner who not only understands and respects the complexities of the current operational environment but also brings a clear, proven, and proactive framework to manage it effectively from day one. Our plan safeguards continuity while simultaneously laying the groundwork for innovation, scalability, and a truly citizen-first digital experience. We are ready to deliver a future-ready, resilient platform that empowers every Nebraskan—from urban professionals to rural communities—to access the services they need securely, reliably, and effortlessly.</p>					
<p><b>Part V. Section E. Scope of Work</b></p>					
RTM 4	<p><b>1. Application and Website Services:</b></p> <p>Bidder must describe bidder's experience and plan to provide the Application and Website Services identified in the RFP, with emphasis on the following:</p> <ul style="list-style-type: none"> <li>Developing and maintaining applications and websites which provide electronic access to public records and electronic information for citizens, businesses, and state and local government as described in the RFP.</li> <li>Growing the Portal and meeting the application and website development needs of State and local government Partners, using a variety of programming languages or platforms (and identify the programming languages and platforms).</li> <li>Project planning and management procedures, taking into consideration the NSRB may establish guidelines and procedures for selection and prioritization of projects, and the prioritization and timeline for completion of project is subject to approval of the NSRB.</li> <li>Integrating with existing data sources and a description of any data management systems used by bidder.</li> </ul>	<b>YES</b>		<b>YES</b>	

RTM #	• Providing a user-friendly, accessible Portal experience for Customers.	Bidder	Subcontractor /Affiliate	Third Party	No
	• Bidder's anticipated timeline for bidder to redevelop or transition all Portal websites and Applications from the existing Network Manager to bidder.	YES		YES	
	• Following transition (from current Network Manager), operating, and maintaining Portal websites and Applications identified in Appendix A and Appendix B.	YES		YES	

### Bidder's Response:

We understand that Nebraska.gov is more than a website—it is the digital front door to government for every citizen, business, farmer, and community across the state. It is the primary platform where Nebraskans access public records, conduct essential business transactions, and engage with their state and local governments. Our performance record of developing, maintaining, and modernizing large-scale government applications ensures that these interactions are not just functional, but reliable, intuitive, and respectful of every person's time.

Our plan for providing these services is not a simple list of tasks; it is a strategic, narrative-driven journey structured around our **Phased Framework**. This approach provides a clear, predictable, and value-driven path to transformation, ensuring that the NSRB has full visibility and control at every stage. We bring disciplined project management, deep technical expertise across both modern and legacy platforms, and a relentless citizen-first design philosophy that prioritizes accessibility and ease of use. Most importantly, Nebraska will not be starting from scratch—we offer a battle-tested framework for a seamless transition, future-ready innovation, and long-term portal growth that is always aligned with NSRB oversight and priorities.

### Our Phased Framework: Building the Future, One Confident Step at a Time

Transformation is a journey, not a single event. Our phased roadmap provides Nebraska with the clarity, control, and confidence to modernize while maintaining uninterrupted service for every citizen. Each phase balances innovation with stability, technology with people, and progress with radical transparency. At every milestone, Nebraskans will see, feel, and benefit from tangible improvements in speed, access, and trust.

Year	Phase	Timeline	Description
Pre-Kickoff	Phase 0	0 Months	Transition & Transparency
Year 1	Phase 1 a & b	1-8 Months	Foundation & Modernization with a focus on Transactional Sites
Year 1	Phase 2	9-10 Months	Statewide Expansion for sites and incorporating enablement and "No Talent Left Behind" program.

Year 1	Phase 3	11-12 Months	
Year 2-5	Phase 4	13 Months – 60 Months	Finalization of remaining low traffic sites.

### Phase 0 — Transition & Transparency (Pre-kickoff): Building Trust from Day One with a Seamless, Risk-Free Transition

The journey begins not with a bang, but with a promise of absolute stability, discovery, and alignment. This initial phase is the bedrock of our entire partnership, designed to build confidence by demonstrating stability and control from the outset. Our highest priority is ensuring 100% business continuity. The transition from the current vendor must be invisible to the citizens who rely on state services every day.

- **A Transition So Seamless, No One Will Notice:** We will execute a meticulous transition plan that guarantees zero downtime and zero disruption. As detailed in RTM 19, this involves a dual strategy of proactive collaboration with the incumbent vendor alongside a robust, independent risk mitigation plan that includes deep forensic analysis and "dark launch" parallel operations.
- **Establishment of the Nebraska Digital Command Center:** We will immediately establish a central hub for real-time visibility into every site, transaction, and service, giving the State unprecedented operational confidence.
- **Launch of the "Workforce Re-Alignment" Initiative:** We will begin the vital work of identifying, training, and embedding local Nebraska staff in key operational roles, laying the foundation for long-term self-reliance.

**Phase 1 — Foundation & Modernization (Month 1-8): A Modern Foundation for a More Human Experience**

This is the phase where Nebraskans will start to *feel* the difference. This isn't just a technical upgrade; it's about making every digital interaction respectful of a citizen's time and effort. We are laying the groundwork for a truly unified, accessible, and high-performing digital state.

- **Deploying a Modern, Scalable Foundation:** We will deploy the **Adobe Experience Cloud (AEM Sites, Forms, DAM, Analytics)** on a modern, composable **MACH (Microservices, API-First, Cloud-Native, Headless) architecture**. This

modular approach is our strategic answer to eliminating vendor lock-in, providing Nebraska with the agility to adapt and innovate for years to come.

- **Unified Branding and Accessibility:** We will implement a consistent statewide branding and design system and embed security, compliance, and accessibility (WCAG 2.1 AA / Section 508) into every single sprint. Accessibility will be the rule, not the exception.

- **For Nebraskans, this means:** Pages load faster. Forms are simpler to complete on any device. Finding information becomes intuitive. The frustration of navigating clunky, outdated systems is replaced with the ease of a modern digital experience that "just works."

### **Phase 2 — Statewide Expansion (Month 9-10): Bringing a Unified Nebraska to Every Corner of the State**

This phase is about ensuring digital equity for all. It guarantees that a small business owner in Scottsbluff has the same seamless access to permits as a corporation in Omaha. We will break down the digital walls between agencies to create one unified government experience for all 137+ websites and applications.

- **Empowering Every Agency:** We will introduce powerful workflow automation using Adobe Workfront and advanced analytics via Adobe CJA and Databricks. This will empower agencies to collaborate more effectively and make data-driven decisions.

- **Growing the Local Workforce:** We will embed trained Nebraskans in 70% of run-state and support operations, making significant progress on our "Workforce Re-Alignment" promise.

- **For Nebraskans, this means:** No more navigating a maze of different agency websites. Citizens see a single, unified State of Nebraska, ready to serve them efficiently, no matter where they live or what their technical abilities are.

### **Phase 3 — Final Site Transition, start of Optimization & Innovation (Month 11-12): From Responsive to Proactive—A Government That Anticipates Needs**

This is where the technology becomes truly invisible and helpful. We will shift from simply responding to requests to proactively serving citizens. By harnessing the power of AI and data, we will create a government that actively makes life easier for the people it serves.

- **Implementing AI-Driven Citizen Services:** This is where our vision of an "Citizen Centric Digital Transformation" comes to life. We will implement AI-powered chatbots for 24/7 assistance, develop predictive forms that pre-populate information, and create proactive alert systems.

- **Data-Driven Governance:** We will launch data-fabric initiatives to connect departments, improve policy decisions, and reduce redundancy, all while providing real-time FinOps dashboards for cost transparency.

**The Nebraska Experience:** *A single parent is renewing their vehicle registration online. Based on their profile, the AI-powered system recognizes they may also be eligible for the state's childcare assistance program. A non-intrusive message appears: "Many families find our childcare resources helpful. Would you like to see if you qualify?" With one click, they are taken to a pre-filled application, connecting them to a vital service they may not have known existed. This is proactive, empathetic governance.*

#### **Phase 4 — Continuous Innovation & Local Empowerment (Month 13-60):**

The ultimate goal is for Nebraska to own its digital future. This final phase is about completing the transition from partnership to full empowerment. We will start enabling native Nebraska-trained digital workforce and establish **Innovation Labs** with local universities to co-create the next generation of citizen services. This ensures a legacy of self-reliance and continuous, community-driven improvement.

#### **Growing the Portal and Supporting Partners**

Our ability to grow the Portal and meet the diverse needs of State and local government Partners is rooted in our technical versatility and our partnership-driven philosophy. Our engineering teams are deeply skilled in both **modern and legacy platforms**, ensuring we can maintain continuity for existing systems while rapidly delivering new, innovative features.

- **Programming Languages & Platforms Supported:** Our expertise is extensive and includes **Adobe AEM (CMS), React, Node.js, Java, .NET, PHP, Perl, and even COBOL** for interfacing with foundational legacy systems. This breadth ensures we can integrate with any existing data source and choose the right tool for every new challenge.
- **Cloud-Native & API-First Growth:** Our commitment to a MACH architecture means that growth is scalable and sustainable. New services are built as microservices and exposed via secure APIs, allowing for rapid development and deployment without disrupting the core platform.
- **A Partner-Driven Roadmap:** We will establish a clear governance committee that works directly with the NSRB and partner agencies to create a data-driven roadmap. We will prioritize projects based on citizen impact, partner demand, and alignment with the State's strategic goals. This ensures that the needs of Nebraska's counties, cities, and agencies have an equal and powerful voice in the Portal's evolution.

**Disciplined Project Planning and NSRB Governance**

We understand and respect that the NSRB retains full oversight and approval authority for the prioritization and timeline of all projects. Our project management procedures are designed to support this governance model with radical transparency and accountability.

- **Detailed Project Charters:** Every proposed project will be accompanied by a detailed charter that includes a clear business case, defined scope, success metrics, key milestones, and a comprehensive risk assessment.
- **Transparent Reporting and Communication:** We will provide regular, data-driven reporting to the NSRB on the progress, risks, and timeline of every project. Our agile delivery model, with its two-week sprint cycles, ensures that the NSRB sees tangible progress early and often.
- **Collaborative Governance:** We will work with the NSRB to establish a joint governance committee that ensures the Portal's technical roadmap remains aligned with NSRB guidelines while maintaining platform scalability, security, and integrity.

**Seamless Integration with Existing Data Sources**

We have extensive, proven experience integrating with a wide array of state databases, legacy production systems (mainframes), and third-party vendor APIs. For Nebraska.gov, we will:

- **Leverage Modern Middleware:** We will use an enterprise-grade AI enabled modern API Gateway – Boomi, to manage all data exchange. This provides a secure, monitored, and scalable layer for managing everything from real-time data lookups to throttling high-volume requests, ensuring legacy systems are not overwhelmed.
- **Maintain a Metadata-Driven System:** We will establish a robust, metadata-driven data management system. This ensures data consistency, quality, and governance across all applications, which is the technical foundation for providing a unified citizen experience.
- **Support All Data Exchange Patterns:** Our platform will support automated batch uploads, scheduled updates, and secure, real-time data synchronization, providing the flexibility to work with any partner system, no matter its age or architecture.

### **Delivering a User-Friendly, Accessible Portal Experience**

Our ultimate goal is to deliver a unified, device-agnostic experience that feels effortless for every Nebraskan. This will be achieved through:

- **Fully Responsive, Mobile-First Design:** All applications and websites will be designed to work flawlessly on desktops, iOS devices, and Android devices.
- **Consistent UI/UX Standards:** We will create and enforce a statewide design system to ensure a consistent, predictable, and trustworthy user experience across all services.
- **Enhanced Site-Wide Search:** We will implement a powerful, AI-driven, site-wide search engine, making it simple and intuitive for citizens to find the information and services they need.

Following the successful platform roll out, **we will assume full operation and maintenance responsibilities** for all applications and websites identified in Appendices A and B. Our comprehensive support model, detailed in RTM 8, ensures 24/7 monitoring, proactive maintenance, and continuous enhancements. By aligning our entire service delivery model with



the NSRB's financing framework, we will ensure that Nebraska.gov not only transitions seamlessly but continues to expand in ways that matter most: improving access for all Nebraskans, safeguarding data, and delivering transparent, accountable reporting to the NSRB. With us, Nebraska gains a partner that is ready on day one to execute with precision, innovation, and a long-term commitment to every single Nebraskan.

RTM #	RTM #	Bidder	Subcontractor /Affiliate	Third Party	No
RTM 5	<p><b>2. Hosting Services</b></p> <p>Bidder must describe bidder's experience and plan to provide application and website hosting services as identified in the RFP with emphasis on the following:</p> <ul style="list-style-type: none"> <li>• Bidder's plan to provide hosting services, 24 hours a day, 7 days a week, in a reliable, fast, and secure environment with redundant power, fire suppression, climate control, on-site security.</li> <li>• Bidder's plan to facilitate OCIO hosting of applications and websites developed by bidder, if requested by the State.</li> <li>• Bidder's experience with and plan to meet the technical requirements for a hosting environment, as identified in Part V. Section K. Technical Overview of the RFP.</li> </ul>			<b>YES</b>	

#### Third Part (Bidders SaaS Partners) Response:

We understand that for Nebraska.gov to thrive as the State's citizen-first digital platform, its foundation must be unshakable. Hosting is not a back-office technical function; it is the ultimate expression of the State's promise of reliability to its citizens. Every minute of downtime, every second of lag, breaks that promise and erodes public trust. Our entire hosting philosophy is therefore built on a single, core commitment: to provide a hosting environment so secure, resilient, and performant that it becomes completely **invisible** to the Nebraskans who depend on it 24 hours a day, 7 days a week.

Our experience delivering enterprise-grade, government-specific hosting solutions ensures that we can provide an infrastructure that is not just compliant but sets a new standard for excellence. We are fully prepared to transition Nebraska's applications into our next-generation hosting environment, delivering peace of mind to the NSRB, state partners, and every citizen who interacts with the Portal.

#### Our Plan: A 24/7/365 Environment Built on Reliability, Speed, and Security

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
	<p>Our plan is to provide a comprehensive hosting service that goes far beyond basic requirements. We will deliver an enterprise-class environment designed from the ground up for the unique demands of government services, ensuring low latency, high throughput, and ironclad security.</p> <ul style="list-style-type: none"> <li><b>Guaranteed 99.99% Uptime and High Availability:</b> Our service level agreement (SLA) guarantees <b>99.99% availability</b>. This is not just a number; it is a commitment to near-continuous uptime. We achieve this through a fully redundant, <b>active-active, high-availability architecture</b> hosted across two geographically diverse, <b>Tier IV-certified data centers</b>. In simple terms, this means there is no single point of failure. If an entire data center were to experience a catastrophic event, traffic would be automatically and seamlessly rerouted to the secondary site, with no interruption of service visible to Nebraskans.</li> <li><b>Blazing-Fast Performance for Every Corner of the State:</b> We understand that a fast, responsive experience is critical for citizen satisfaction. Our environment is engineered for speed, utilizing enterprise-class load balancing, solid-state storage arrays, and a global <b>Content Delivery Network (CDN)</b>. The CDN ensures that website content is cached at network edges closer to the end-user, meaning a citizen in Chadron will experience the same rapid page load times as a user in Lincoln. This is a crucial component of ensuring digital equity across Nebraska.</li> <li><b>A Multi-Layered Security Fortress to Protect Citizen Data:</b> We implement a Zero Trust security model with advanced, multi-layered controls to safeguard the Portal and its data. This includes: <ul style="list-style-type: none"> <li>Next-Generation Firewalls with deep packet inspection.</li> <li>Dedicated Web Application Firewalls (WAF) to protect against application-layer attacks.</li> <li>Advanced Intrusion Detection and Prevention Systems (IDS/IPS).</li> <li>Comprehensive DDoS mitigation services to defend against volumetric attacks.</li> <li>Continuous, automated vulnerability scanning and proactive security patching.</li> <li>Full encryption of all data, both in transit and at rest.</li> </ul> </li> </ul>				

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
<p>This robust security posture ensures that the sensitive data of Nebraskans is protected at all times, meeting the highest federal and state security benchmarks and reinforcing the Portal as a trusted digital space.</p> <p><b>The Physical Foundation of Trust: Our Data Center Environment</b></p> <p>The reliability of our digital services rests on an incredibly robust physical infrastructure. Our data centers are designed to withstand nearly any conceivable disruption, ensuring the Portal remains operational 24/7.</p> <ul style="list-style-type: none"> <li><b>Redundant Power:</b> Our facilities feature 2N+1 fully redundant power infrastructure. This means multiple, independent power distribution units, battery-based uninterruptible power supplies (UPS) to handle immediate power fluctuations, and multiple on-site diesel generators with guaranteed fuel contracts, ensuring the Portal can remain online for days without any connection to the public power grid.</li> <li><b>Advanced Fire Suppression:</b> We utilize state-of-the-art, multi-zoned fire detection and suppression systems. These are not water-based sprinkler systems that would destroy equipment. Instead, we use clean agent systems (like FM-200 or Novec 1230) that suppress fires instantly without damaging sensitive electronics, ensuring both safety and operational continuity.</li> <li><b>Precision Climate Control:</b> The performance and longevity of server equipment are critically dependent on a stable environment. Our data centers employ redundant HVAC and computer room air handler (CRAH) units to maintain precise temperature and humidity levels, all monitored 24/7 to prevent any deviation from optimal operating conditions.</li> <li><b>Fortress-Level On-Site Security:</b> Physical security is absolute. Our facilities are protected by multiple layers of security, including: <ul style="list-style-type: none"> <li>24/7/365 on-site security personnel.</li> <li>Perimeter fencing and vehicle access controls.</li> <li>Multi-factor biometric scanners for data center floor access.</li> </ul> </li> </ul>					

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
Man-trap security vestibules.	Continuous, closed-circuit video surveillance of all interior and exterior areas.	This combination of physical and digital security creates a hardened environment that gives the State complete confidence in the integrity and availability of its digital assets.	<b>Seamless Transition and a Strategic Partnership with the OCIO</b>	We are fully prepared to transition all existing applications identified in Appendix A and Appendix B from the current Network Manager with zero data loss and minimal, strategically planned downtime. Our experienced migration team will conduct a comprehensive code and infrastructure audit, document all dependencies, and migrate systems incrementally using a proven methodology to eliminate risk.	Furthermore, we view the Nebraska Office of the Chief Information Officer (OCIO) not just as a stakeholder, but as a critical strategic partner. We are fully prepared to facilitate <b>OCIO hosting</b> of any applications developed by us, should the State request it. Our plan for this collaboration includes: <ul style="list-style-type: none"> <li>• Providing comprehensive technical documentation, architectural diagrams, and operational runbooks.</li> <li>• Delivering "infrastructure-as-code" templates (e.g., Terraform or CloudFormation scripts) to allow the OCIO to replicate our certified environments quickly and accurately.</li> <li>• Assigning a dedicated team of engineers to support the OCIO's staff during any migration or handover, ensuring a seamless and successful transfer of knowledge and operations.</li> </ul> We will act as a strategic advisor to the OCIO, ensuring our hosting strategy remains perfectly aligned with Nebraska's statewide IT policies and long-term modernization goals. By combining enterprise-class hosting facilities, a cloud-native architecture, and disciplined migration practices, we ensure that Nebraska.gov and its partner applications are always fast, reliable, and secure. Leveraging our 3rd party platforms, in collaboration with the OCIO, we will provide Nebraska with a

future-ready hosting strategy that safeguards operations 24/7 and supports the State's mission to deliver accessible, trustworthy digital services to every citizen and community.

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
RTM 6	<p><b>3. Payment Processing and Accounting Services:</b></p> <p>Bidder must describe bidder's experience and plan to provide Payment processing and Accounting Services as identified in the RFP, with emphasis on the following:</p> <ul style="list-style-type: none"> <li>Provide merchant and payment processing services consistent with the most current PCI-DSS in effect.</li> <li>Integrate with and use the electronic payment processor selected by the State Treasurer and the Department of Administrative Services.</li> <li>Deposit State funds collected through the Portal directly into the bank selected by the State Treasurer, and Bidder's plan to deposit local government funds</li> <li>Pay all card processing fees associated with Portal payments processed, including but not limited to, all Visa, MasterCard, Discover, UnionPay, and debit network authorization and interchange fees, assessments, dues and other fees and charges which are passed to the merchant at cost.</li> <li>Provide Partners with real time notification of payment failures and reasonable access to the Network Manager's payment system to verify User payments.</li> <li>Assume the risk for collection and transfer all amounts due the State each month regardless of whether collection has been made from the User.</li> <li>Provide detailed expense projections for operating the Portal, and project an estimate of amortized costs of hardware,</li> </ul>	YES	YES	YES	YES

RTM #	software, and fixtures, and other operating costs by category for each year of the initial Contract period.	Bidder	Subcontractor /Affiliate	Third Party	No
	<ul style="list-style-type: none"> <li>Bidder must describe bidder's accounting system to be used in operation of the Portal and bidder's plan to use generally accepted accounting principles and comply with audit requirements.</li> </ul>	<b>YES</b>	<b>YES</b>		
	<ul style="list-style-type: none"> <li>Bidder must describe technical requirements of bidder's system or processes which identify and prevent fraudulent payment transactions and reimbursement requests.</li> </ul>	<b>YES</b>	<b>YES</b>		

**Bidder's Response: (In this case the Third party would be Elavon)**

We operate on the fundamental belief that every transaction processed through Nebraska.gov is a moment of trust. The payment and accounting services are the financial backbone of the Portal, and citizens, businesses, and government agencies must have absolute, unshakable confidence that every dollar is handled with impeccable security, radical transparency, and complete compliance with all state and federal standards. A citizen providing their financial information to the State is an act of vulnerability, and our entire system is designed to honor and protect that trust.

We bring decades of experience in delivering enterprise-grade, PCI-DSS compliant merchant and payment processing services for government platforms nationwide. Our approach is not simply to provide a technical solution, but to deliver a comprehensive financial ecosystem that combines best-in-class security/technology, robust financial governance, real-time transparency, and disciplined accounting practices. This ensures we can provide total accountability to the NSRB, the State Treasurer, and ultimately, to every Nebraskan.

**Ironclad Security and Compliance: Our PCI-DSS Commitment**

The security of financial transactions is non-negotiable. Our entire payment platform will be engineered and operated in strict accordance with the most current Payment Card Industry Data Security Standard (PCI-DSS). This is the same rigorous

RTM #		Bidder	Subcontractor / Affiliate	Third Party	No
Standard required of major banks and financial institutions, and it is the bedrock of our commitment to protecting Nebraskans.					

- **End-to-End Encryption:** From the moment a citizen enters their payment information into their browser to the final settlement, all data is protected by multiple layers of strong, end-to-end encryption.
- **Tokenization:** We utilize advanced tokenization technologies. This means that sensitive credit card numbers are never stored on our servers. Instead, they are replaced with a secure, non-sensitive token that can be used for processing, which dramatically reduces the risk of data compromise.

- **Continuous Monitoring and Auditing:** Our systems undergo continuous security monitoring, regular vulnerability scanning, and annual third-party audits to maintain our PCI-DSS Attestation of Compliance. This ensures our defenses are always up-to-date against emerging threats.

We will provide a complete suite of merchant and payment processing services, including payment card acceptance, authorization, refunds, credits, and returns. For our partners, we will deploy secure, PCI-DSS compliant swipe, EMV, and digital wallet-enabled devices, ensuring that in-person and digital transactions are equally protected.

### **Seamless Integration and Partnership with State Financial Bodies**

We fully understand and respect the State's established financial infrastructure. Our platform is designed for seamless and cooperative integration with Nebraska's designated financial partners.

- **Integration with the State's Designated Processor:** As required by Neb. Rev. Stat. §81-118.01, our system will integrate flawlessly with the electronic payment processor selected by the State Treasurer and the Department of Administrative Services. We have extensive experience building these integrations and will work in close partnership with the State's chosen vendor to ensure a smooth, reliable, and secure connection.
- **Direct Deposit and Meticulous Fund Management:** We will ensure that all State funds collected through the Portal are deposited directly and promptly into the bank selected by the State Treasurer. Local government funds will be deposited into designated Network Manager accounts with the same level of care and precision. For Subscriber

RTM #		Bidder	Subcontractor / Affiliate	Third Party	No
	<p>services, we will ensure through our technical implementation for the subscriber process that payments are automatically deposited for the Records Management Cash Fund without any manual intervention. Seven days prior to the end-of-month deposit, we will provide a detailed report on transaction volume, etc. in a clear, accessible Excel format.</p> <p><b>Strengthening Partnership with Elavon</b></p> <p>We will continue to deepen Nebraska's partnership with Elavon/US Bank for payment processing.</p> <p><b>Key Advantages</b></p> <ul style="list-style-type: none"> <li>• Elavon is a trusted payment processor across the public sector and offers capabilities designed for complex government fee structures and reconciliation processes that align with Nebraska's operational needs.</li> <li>• Elavon's platform natively supports transaction and convenience fees, a standard requirement for government entities.</li> <li>• Elavon provides access to multiple vendors and integration paths, supported by dedicated engineers for custom implementation and configuration</li> <li>• As a global processor, Elavon maintains rigorous adherence to PCI-DSS standards and can advise on security controls required for high-compliance environments</li> <li>• Elavon's reporting suite offers detailed, configurable insights with flexible billing and settlement options.</li> <li>• Backed by US Bank, Elavon can provide additional funding and financial services to support state programs and expansion.</li> </ul> <p>This is aside from the fact that the solution creates a clean and seamless integration within the Adobe product suite, ensuring consistent performance, simplified maintenance, and a unified administrative experience. By leveraging Adobe's native architecture, Nebraska can streamline payment workflows, reduce dependency on third-party connectors, and maintain end-</p>				

RTM #		Bidder	Subcontractor / Affiliate	Third Party	No
to-end visibility across all digital transactions within the Adobe ecosystem. This alignment also simplifies future enhancements, security updates, and scalability efforts as Adobe continues to evolve its platform.					
<p><b>Transparent Financial Operations and Accountability</b></p> <p>Our commitment to transparency extends to every aspect of our financial operations.</p> <ul style="list-style-type: none"> <li><b>Assumption of Card Processing Fees:</b> We will pay all card processing fees associated with Portal payments, including all Visa, MasterCard, Discover, UnionPay, and debit network authorization and interchange fees. These costs will be covered by our share of Portal revenue, ensuring no hidden costs are passed on to the State or its partners.</li> <li><b>Real-Time Notifications and Secure Access:</b> We believe our partners should have instant visibility into their transactions. Our system will provide real-time notifications of any payment failures. Furthermore, we will provide partners with secure, role-based access to our payment system to independently verify user payments and review account status, empowering them with the information they need.</li> <li><b>Disciplined Chargeback Management:</b> We will partner with state agencies and the State Processor to diligently resolve any chargebacks and enable them with the right information.</li> </ul> <p><b>GAAP-Compliant Accounting and Proactive Fraud Prevention</b></p> <p>Our financial governance is built on an enterprise-grade foundation, ensuring accuracy, auditability, and proactive risk management.</p> <ul style="list-style-type: none"> <li><b>Detailed Expense Projections and Audit Readiness:</b> As part of our annual business plan, we will provide the NSRB with detailed expense projections for operating the Portal. This will include all overhead, direct project costs, and a transparent, amortized schedule of costs for hardware, software, and fixtures. Our systems will produce audit-ready records and reports on demand, ensuring complete transparency and accountability for NSRB and State Treasurer oversight.</li> </ul>					

RTM #		Bidder	Subcontractor / Affiliate	Third Party	No
• <b>Advanced Fraud Prevention:</b> Protecting citizens and the State from financial fraud is a paramount concern. We will implement a multi-layered fraud prevention strategy that includes:					
<b>AI-Powered Transaction Monitoring:</b> Our systems will use tools to analyze transaction patterns, identifying and flagging anomalies that may indicate fraudulent activity. * Rules-Based Controls: We will implement customizable rules-based controls (e.g., velocity checks, geolocation analysis) to prevent common fraud vectors.					
<b>Automated Alerts and Case Management:</b> Suspicious transactions will trigger immediate alerts to our dedicated fraud prevention team for investigation, ensuring we can protect citizens and agencies from financial risk before it escalates.					
Through disciplined financial governance, advanced fraud prevention, and unwavering PCI-DSS compliance, we will ensure Nebraska.gov's payment ecosystem is secure, transparent, and fully accountable.					
RTM 7	<b>4. Marketing and Promotion of Portal Services:</b> Bidder must describe bidder's experience and plan for providing Marketing and Promotion of Portal services as identified in the RFP, including promotion of services to Partners and promotion of Partner's services to the public.	<b>YES</b>	<b>YES</b>		
	<b>Bidder Response:</b>				
	A foundational principle of our work is that building a world-class digital platform is only half the equation. A portal, no matter how advanced, only succeeds when Nebraskans know about it, trust it, and integrate it into their lives. That is why our approach goes far beyond simply maintaining Nebraska.gov—we are committed to actively and intelligently marketing and promoting its services to <b>grow adoption, expand our reach into every rural and urban community, and create measurable, tangible value for both citizens and our partner agencies.</b>				

RTM #		Bidder	Subcontractor / Affiliate	Third Party	No
<p>Marketing is not an afterthought; it is a core, strategic function of modern portal management. With our demonstrated success in delivering sophisticated marketing and business development strategies for government platforms nationwide, we are ready to ensure Nebraska.gov becomes the trusted, first-choice destination for public records, licenses, and digital services. Our approach is not based on guesswork; it is a data-driven, citizen-centric strategy powered by the integrated capabilities of the <b>Adobe Experience Cloud</b>.</p> <p><b>A Data-Driven Strategy Powered by the Adobe Experience Cloud</b></p> <p>Our marketing and promotion plan is built on a powerful, interconnected foundation that allows us to move from generic, one-size-fits-all communication to personalized, relevant, and timely engagement.</p> <ul style="list-style-type: none"> <li>• <b>Understanding the Audience with Adobe Analytics:</b> The journey begins with deep, empathetic understanding. We will leverage <b>Adobe Analytics</b> to gain a comprehensive, real-time view of how Nebraskans are interacting with the Portal. We will go beyond simple traffic numbers to understand user journeys, identify points of friction, and discover which services are most in demand. This data allows us to build rich, anonymized audience segments—for example, "small business owners in agricultural sectors," "new parents seeking family services," or "students exploring educational resources." This is the intelligence that fuels our entire strategy.</li> <li>• <b>Executing Targeted Engagement with Adobe Campaign:</b> Once we understand our audiences, we will use <b>Adobe Campaign</b> to orchestrate and deliver our outreach. Adobe Campaign is a powerful platform that allows us to manage multi-channel communication seamlessly. It ensures that we are not just sending mass emails, but are building sophisticated, automated user journeys that deliver the right message, at the right time, on the right channel (email, SMS, social media). The true power lies in the seamless integration: audience segments and behavioral data from Adobe Analytics flow directly into Adobe Campaign, allowing for incredibly precise and relevant communication.</li> <li>• <b>Delivering a Unified Experience:</b> All of this is underpinned by the content and experience foundation of <b>Adobe Experience Manager (AEM)</b>. This ensures that when a citizen clicks a link in a promotional email, they land on a web page that is perfectly consistent in its messaging, branding, and user experience. This seamless journey—from awareness to action—is critical for building trust and ensuring high completion rates for services. This integrated Adobe ecosystem</li> </ul>					

RTM #		Bidder	Subcontractor / Affiliate	Third Party	No
is what allows us to elevate the Nebraska government experience. We can move from being reactive to being proactive, from being generic to being personally relevant.					
<b>Our Comprehensive Marketing &amp; Promotion Commitment</b>					
Our strategy is built on four key pillars, all powered by the Adobe platform:					
<p><b>1. Deep Marketplace Evaluation &amp; Continuous Growth Strategy:</b></p> <p>We will conduct regular, in-depth market analysis to identify citizen and business needs, usage trends, and service gaps. By combining the quantitative data from Adobe Analytics with qualitative feedback from surveys and focus groups, we will build a rich understanding of the Nebraska landscape.</p>					
<p><b>2. Proactive Partner Collaboration to Expand and Promote Services:</b></p> <p>We will work in close, collaborative partnership with all state and local agencies to identify new opportunities for digitizing and promoting their services. This is a two-way street: we provide agencies with market insight dashboards from Adobe Analytics that highlight where citizen demand exists, helping them prioritize services that will deliver the most value. In return, agencies provide the subject matter expertise that makes our campaigns authentic and effective. This partnership ensures that we are not just marketing the Portal, but are actively helping our partners achieve their own public service missions.</p>					
<p><b>The Nebraska Experience:</b> The Department of Agriculture wants to increase adoption of a new online portal for organic certification. Using Adobe Analytics, we identify a segment of farmers who have recently accessed related agricultural permits but have not visited the new certification pages. We then use Adobe Campaign to create a targeted email and social media campaign specifically for this audience, with messaging that speaks directly to the benefits for their type of operation. The campaign directs them to a dedicated landing page built in AEM with clear instructions and a direct link to the application. The result is a dramatic increase in adoption, driven by precise, data-informed outreach, not a generic statewide announcement.</p>					

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
<b>4. Strategic Investment in Promotion &amp; Community-Focused Awareness Campaigns:</b>					
We will invest strategically in multi-channel marketing campaigns designed to raise awareness and build trust across the entire state. This includes:					
	<ul style="list-style-type: none"> <li><b>Digital Outreach:</b> Targeted advertising on social media, search engines, and relevant industry websites.</li> <li><b>Community Engagement:</b> We will engage in direct community outreach, with a special focus on ensuring equitable awareness and adoption.</li> </ul>				
	<ul style="list-style-type: none"> <li><b>Promotional Materials:</b> We will produce clear, accessible promotional materials—both digital and print—that are tailored to different audiences and highlight the specific benefits of using Nebraska.gov to save time, reduce complexity, and interact more effectively with their government.</li> </ul>				
	With us, marketing is not an ancillary function; it is a <b>core, data-driven competency of portal management</b> . By combining deep marketplace evaluation, proactive agency collaboration, dedicated local staffing, and strategic promotional investments—all powered by the integrated intelligence of the Adobe Experience Cloud—we will ensure Nebraska.gov is not only a trusted digital gateway but also a <b>thriving, growing marketplace that increases its reach, impact, and value to citizens year after year</b> .				
RTM 8	<p><b>5. User and Partner Support.</b> Bidder must describe bidder's experience and plan for providing User and Partner Support as identified in the RFP.</p>	<b>YES</b>	<b>YES</b>		

**Bidder's Response:**

Experience has taught us that user and partner support is not a department; it is the human heartbeat of a successful digital government. It is the critical touchpoint where technology meets humanity, where frustration is transformed into resolution,

RTM #	RTM #	Bidder	Subcontractor / Affiliate	Third Party	No
<p>and where confusion gives way to confidence. A great digital platform can falter with poor support, but even a simple service can feel exceptional when backed by an empathetic, efficient, and empowered support team. Our entire approach is designed to build and operate a <b>Citizen and Partner Success Center</b>—a proactive, Nebraska-based team dedicated to ensuring every interaction builds trust in the Portal and, by extension, in the State itself.</p>					
<p>With over two decades of experience supporting mission-critical platforms for Fortune 500 companies and government agencies, our support teams consistently achieve industry-leading customer satisfaction scores (95% or higher). This reflects not only our ability to resolve issues swiftly but our deep-seated commitment to building strong, trust-based relationships. Our plan for Nebraska is to deliver this same level of excellence through a support model that evolves and enhances over time, perfectly in sync with our phased approach to the Portal's modernization.</p>					
<p><b>Our Evolving Support Model: A Phased Approach to Excellence</b></p>					
<p>Our support services are not static. They are designed to mature alongside the platform, ensuring that as the technology becomes more sophisticated, so too does the human support that stands behind it.</p>					
<ul style="list-style-type: none"> <li>• <b>AI-Powered Assistance:</b> We will launch an AI-powered digital assistant (chatbot) on the Portal. Trained on our comprehensive Knowledge Hub, this assistant will provide instant, accurate answers to the most common questions, freeing up our human agents to focus on the most complex and sensitive issues.</li> <li>• <b>Predictive Support:</b> By integrating our support systems with <b>Adobe Analytics</b>, we can begin to offer predictive support. The system can identify when a user is struggling with a complex form or process and proactively offer help through a pop-up chat window or a link to a relevant tutorial.</li> </ul>					
<p><b>The Nebraska Experience:</b> A senior citizen is attempting to apply for a property tax exemption online for the first time. The system, using <b>Adobe Analytics</b>, detects that they have spent several minutes on one section of the form and have clicked back and forth multiple times—a pattern indicating potential confusion. A small, friendly chat window proactively appears: "It looks like you might have a question about this section. Would you like to chat with a live agent or see a quick 'how-to' video?" This</p>					



RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
<i>transforms a moment of potential frustration and abandonment into a supportive, successful experience, building immense trust and goodwill.</i>					
<b>Automated Data Integration: A Cornerstone of Partner Support</b>					
A significant part of supporting our government partners involves the seamless and secure exchange of data. Our approach is collaborative and robust:					
<ul style="list-style-type: none"><li><b>Collaborative Design:</b> We will work directly with each partner to gain a deep understanding of their unique data requirements, including file formats (e.g., CSV, XML, JSON), data schemas, and the required frequency of data exchange.</li><li><b>Automated and Secure Integration:</b> Based on these insights, our engineering team will design and build automated scripts and services to manage all scheduled data uploads and updates. Our process includes rigorous data validation and transformation to ensure all data ingested into the core platform is clean, accurate, and secure.</li><li><b>Transparent Error Handling:</b> Our data exchange systems feature robust, automated error handling. If an invalid data format is detected or a transfer fails for any reason, automated notifications are sent <i>immediately</i> to both our support team and the designated partner contacts. This ensures that every issue is addressed promptly and transparently, minimizing downtime and maximizing trust.</li></ul>					
By combining a world-class, multi-channel help desk with a strategically evolving support model, we will deliver an experience that is consistently empathetic, effective, and empowering. We are committed to ensuring that every citizen and partner in Nebraska feels heard, valued, and expertly supported at every step of their digital journey.					
RTM 9	<b>6. Other.</b> Bidder must describe bidder's experience and plan for providing the "Other" services as identified in the RFP.	YES	YES		
<b>Bidder's Response:</b>					

RTM #		Bidder	Subcontractor / Affiliate	Third Party	No
	<p>The guiding principle behind our approach is that the long-term success of Nebraska.gov depends on much more than technical excellence. It requires a profound commitment to <b>transparent governance, disciplined stewardship of public records, and a deeply collaborative partnership with the NSRB</b> and all portal stakeholders. We view the requirements in this section not as a miscellaneous list of "other" duties, but as the core principles of an accountable, transparent, and trusted partnership.</p> <p>Our commitment is to operate in complete and proactive alignment with the NSRB's oversight role. This ensures that every agreement we manage, every record we protect, and every operational process we execute is handled with the precision, accountability, and integrity that the citizens of Nebraska deserve. We are not just a service provider; we are a dedicated partner in the governance and protection of the State's digital front door.</p>				

### Active, Transparent Partnership in NSRB Governance

Our relationship with the NSRB will be defined by proactive communication and radical transparency. We believe the Board should have a clear, unfiltered view into the performance and strategic direction of the Portal at all times.

- **Active Participation in NSRB Meetings:** We will be an active, prepared, and engaged participant in all open (public) NSRB meetings. Our role is not simply to attend, but to provide the Board with the clear, data-driven insights needed to make informed strategic decisions. We will deliver regular, comprehensive updates on all aspects of portal operations, including project status, citizen adoption metrics, financial performance, and key performance indicators (KPIs).
- **Empowering the Board with Data:** We will equip the NSRB with more than just static reports. We will provide access to real-time, intuitive dashboards that allow Board members to explore the data and understand the story behind the numbers. This commitment to open data ensures that our partnership is built on a foundation of shared facts and mutual trust.

### Disciplined and Modern Management of All Agreements

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
<p>We understand that the legal agreements underpinning the Portal are critical to its smooth operation and the protection of all parties. We will manage these with professionalism, efficiency, and a focus on making the process as seamless as possible for Nebraska's government partners.</p> <ul style="list-style-type: none"> <li><b>Expert Management of EGSLAs and Partner Agreements:</b> Our team will expertly negotiate, prepare, and manage all <b>Electronic Government Service Level Agreements (EGSLAs)</b> and other partner agreements, using NSRB-approved templates to ensure consistency and legal soundness.</li> <li><b>Modern, Secure Electronic Signature Solutions:</b> To accelerate the onboarding of new partners and services, we will provide and administer a <b>secure, NSRB-approved electronic signature solution</b>. This modernizes the agreement process, reducing paperwork, saving time, and providing a convenient, efficient experience for state and local agencies.</li> <li><b>Meticulous Compliance with Record Retention:</b> We will maintain all agreements in strict compliance with Nebraska's partner record retention requirements, ensuring that all documents are securely archived, indexed, and readily accessible for any future audits or reviews.</li> </ul>					
<h3>Responsible Stewardship of Partner and Third-Party Data</h3>					
<p>We recognize our solemn responsibility as the custodian of data that flows through the Portal.</p> <ul style="list-style-type: none"> <li><b>Protecting Partner Interests in Third-Party Agreements:</b> We will enter into and maintain all necessary agreements with third-party entities that access or utilize partner data, but only ever under the explicit guidance and with the full approval of the respective partners. We will apply our most robust data security and compliance frameworks to these relationships, ensuring that partner data is protected by the same rigorous standards whether it is within our systems or being securely exchanged with a trusted third party.</li> </ul> <p><b>The Nebraska Experience:</b> A local county wishes to integrate its property record search with a third-party mapping service to provide a more intuitive experience for citizens. We facilitate this by first working with the county to define strict data-sharing parameters. We then draft a comprehensive data-sharing agreement with the mapping vendor that includes robust security</p>					

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
RTM 10	<p><i>protocols, usage limitations, and clear liability terms, all subject to the county's and the NSRB's approval. We act not just as a technical integrator, but as a proactive guardian of the county's data and interests throughout the entire process.</i></p> <p><b>Absolute Custodianship of Records: Protecting the Public Trust</b></p> <p>We affirm and fully support the principle that all records related to the Portal are the exclusive property of the NSRB. We will act as a diligent and responsible custodian of this public trust.</p> <ul style="list-style-type: none"> <li><b>Comprehensive, Compliant Recordkeeping:</b> We will maintain comprehensive records of all portal-related operations—including all financial, operational, and compliance documentation—in <b>formats and mediums approved by the NSRB</b>.</li> <li><b>Secure, Modern Archival and Recovery:</b> We will provide <b>secure, modern archival storage</b> for all records, with automated retention schedules, robust disaster recovery protections, and immutable audit logs. This ensures that the official record of the Portal is protected from loss, corruption, or unauthorized alteration. The records will be maintained in a state that is always audit-ready, providing the NSRB or other authorized stakeholders with immediate and transparent access whenever required.</li> </ul> <p>By excelling in these fundamental duties of governance and stewardship, we demonstrate a commitment that goes beyond the technical. Through active and transparent participation with the NSRB, disciplined agreement management, and the secure custodianship of all records, we ensure that Nebraska.gov will not only operate seamlessly but will also stand as a model of a <b>transparent, compliant, and deeply accountable public-private partnership</b>. Our approach is designed to strengthen trust between the State, its many partners, and the citizens who rely on the integrity of the Portal every single day.</p>			<b>YES</b>	<b>YES</b>

**Part V. Section F. Staffing Requirements**

RTM 10	Bidder must describe bidder's plan to meet all Staffing Requirements identified in the RFP and perform all work in the United States. Bidder must also include the following:		
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RTM #	An organization chart of the proposed staffing with minimum staff levels by position. A staffing plan to meet all service requirements contained in the RFP, broken down by position/skill level, required for the initial Contract Period. A staff skills matrix to summarize relevant experience of the proposed staff to include both bidder and subcontractor personnel. A plan to ensure staff can accommodate new technologies throughout the term of the Contract. Bidder's employment background check process for all staff and subcontractors.	Bidder	Subcontractor /Affiliate	Third Party	No

#### Bidder Response:

Our approach to staffing this critical initiative is fundamentally different from that of a traditional vendor. A foundational principle of our work is that a project of this magnitude should do more than just deliver technology; it should build a lasting legacy of opportunity and capability for the State itself. Therefore, our staffing plan is not a static list of hires, but a dynamic, multi-year **workforce development journey** designed to create a self-sustaining digital workforce right here in Nebraska.

This entire plan is guided by our foundational promise: "**Built by Nebraskans, for Nebraskans.**"

The tangible execution of this promise is our "**Workforce Re-Alignment**" strategic framework. This is not a separate initiative, but the human-capital component that is woven into the very fabric of our Phased Implementation Framework. It is a comprehensive, 360° workforce enablement strategy that integrates education, transformation, innovation, and governance to deliver a measurable and positive socio-economic impact on the State of Nebraska.

RTM #	The Talent Enablement Program: 'Workforce Re-Alignment'				
	Bidder	Subcontractor /Affiliate	Third Party	No	

**The Phased Journey of Nebraska's Digital Workforce**

Our staffing model is designed to evolve in lockstep with the Portal's modernization, ensuring we have the right blend of expert mentorship and emerging local talent at every stage. This journey tells the story of how Nebraska will achieve true digital self-reliance, with clear enablement outcomes at every milestone.

**Phase 0: Transition & Transparency (Pre-kickoff) — Laying the Foundation for Partnership**

This initial phase is about establishing the expert leadership needed for a risk-free transition while simultaneously planting the seeds for future growth. The focus is on meticulous planning and building the human infrastructure for success.

- **Key Enablement Outcome: Anchor Talent to Transformation.** We immediately establish talent development as a core component of the project. We begin "Shared Mission Marketing" by framing this as Nebraska's "Digital First, Citizen Service First" strategy. We establish our physical **Nebraska Digital Hub in Lincoln** and staff it with our core, US-based leadership team. Concurrently, we formalize our strategic partnerships with the **University of Nebraska and local community colleges**, beginning the "Curriculum Alignment" process to ensure academic programs are perfectly aligned with the state's real-world technology needs.

**Phase 1: Foundation & Modernization (Months 1-8) — Building Skills on a Modern Platform**

As we deploy the new, state-of-the-art Adobe platform, we begin the crucial process of hands-on knowledge transfer and practical skill-building. This is where the theoretical becomes applied knowledge.

- **Key Enablement Outcome: Upskill & Role Evolution.** The "**Transform While You Perform**" initiative kicks off as the first group of identified state employees begins training on the live AEM platform, ensuring their skills are immediately relevant. Simultaneously, the **first cohort of the "Digital Nebraska Internship Program" is launched**, giving students

RTM #		Bidder	Subcontractor / Affiliate	Third Party	No
	hands-on experience not on legacy systems, but on a world-class cloud platform. Foundational and Digital Core "Tiered Tracks" are initiated, and we begin executing on our plan for industry-recognized certifications.				

### Phase 2: Statewide Expansion (Months 9-10) — Scaling the Workforce to Meet the Mission

As we undertake the large-scale migration of 137+ agency websites, our local workforce must scale dramatically to meet the challenge. This phase is about rapid growth and empowerment.

- **Key Enablement Outcome: Build a Robust Talent Pipeline.** This is where the pipeline we've built begins to flow. The "Digital Apprenticeships" and "Scholarship to Job Pathways" bear fruit as we hire top performers from our first intern cohort into **full-time junior roles** as Developers, QA Analysts, and Support Specialists. The upskilling program expands to include a wider group of state and local agency staff. As our Execution Blueprint below clearly shows, this is the phase where the team's composition intentionally shifts, and we achieve our goal of having **trained Nebraskans manage and support operations**.

### Phases 3 Final Site Transition, start of Optimization & Innovation & 4: Optimization, Innovation & Self-Reliance (Months 11 - 60) — Cultivating Nebraska's Future Digital Leaders

In the final phases, our focus shifts from teaching and training to cultivating leadership and fostering a culture of continuous innovation.

- **Key Enablement Outcomes: Leverage Partner Ecosystem & Manage Employment Impact.** The first wave of local hires are now experienced professionals, and they are promoted into mid-level and senior roles, becoming the **mentors for the new class of interns**. We launch "**Innovation Pods**," where these skilled Nebraskans lead the charge in designing the next generation of AI-powered services. The "**State Digital Corp**" is fully functional, and we begin tracking our "Measurable Outcomes" for local employment growth and economic impact. By the end of this journey, Nebraska achieves true digital self-reliance, being driven by its own homegrown experts.



## The Execution Blueprint: Our Phased Resource Plan

This vision is underpinned by a detailed, pragmatic resource plan derived directly from our comprehensive pricing model. The summary table below, based on the "Resource Timeline" in our attached model, provides a transparent view of our anticipated team composition as it evolves. It clearly illustrates the intentional and managed transition from a team led by us experts to a team led by a skilled, self-sustaining Nebraska workforce.

RTM #	The Execution Blueprint: Our Phased Resource Plan					No
	Bidder		Subcontractor /Affiliate	Third Party		
Role Category	Key Roles	Phase 1a (Foundation)	Phase 1b (Expansion)	Phase 2 (Scaling)	Phase 3 (Optimization)	Phase 4 (Self-Reliance)
<b>Sr. Leadership &amp; Architects</b>	Program Director, Architects (Enterprise, Security, AEM)	High	Medium	Medium	Low	Advisory
<b>Sr. Development &amp; Eng.</b>	Sr. Developers, Integration Leads, DevOps, Sr. QA	High	High	Medium	Low	Minimal
<b>Nebraska Digital Corps (Interns)</b>	Interns (Dev, QA, UX, Support)	Small	Medium	Large	Large	Ongoing
<b>Nebraska Digital Corps (Full-Time)</b>	Developers, QA Analysts, Support, Content Authors	Small	Medium	Large	Lead	Lead
<b>State Employee Upskilling</b>	Agency SMEs, Content Authors, Jr. Admins	Small	Small	Medium	Large	Experts

RTM #	The Skill Matrix			
Department	Role	Description		
Program	Program Director	Leads the statewide digital transformation initiative. Oversees budgets, timelines, and stakeholder alignment across all agencies. Ensures program objectives, governance, and KPIs are met.		
Program	Project Manager	Manages daily execution, scope, and deliverables across teams. Coordinates tasks, tracks progress, and mitigates risks. Serves as the operational hub between vendors, state staff, and leadership.		
Program	Change Management & Training Lead	Develops and executes training, communications, and adoption plans. Ensures smooth transitions for agency users and promotes standardized authoring and publishing processes.		
Governance Board	Committee	Cross-agency leadership group defining digital policy, branding, accessibility, and content standards. Prioritizes site rollouts, reviews metrics, and ensures compliance with statewide mandates.		
Governance	Security Architect	Designs and enforces cloud and application security frameworks. Oversees compliance with FedRAMP, NIST, and state cybersecurity policies. Implements Sentinel and Splunk monitoring.		
Governance	IAM Engineer	Manages Microsoft Entra ID integrations and access controls. Establishes single sign-on (SSO) and role-based permissions across AEM, Boomi, and supporting platforms.		
Governance	Data Privacy Engineer	Implements and maintains OneTrust and privacy frameworks. Ensures compliance with data retention, consent, and accessibility regulations. Conducts periodic audits for privacy assurance.		
Solution	Enterprise Architect	Defines the overall technical architecture across AEM, Adobe Experience Cloud, Salesforce, and GovCloud infrastructure. Ensures scalability, security, and interoperability across platforms.		
Solution	Integration Lead (Boomi)	Designs and manages integrations between AEM, Salesforce, Marketo, Adobe Campaign, and legacy systems. Oversees data synchronization, API management, and error handling.		

RTM #		Bidder / Affiliate	Subcontractor / Affiliate	Third Party	No
<b>Solution</b>	<b>Cloud Infrastructure Architect</b>	Architects and maintains environments in AWS or Azure GovCloud. Implements CI/CD pipelines, infrastructure as code, and performance monitoring using New Relic and Splunk.			
<b>Experience</b>	<b>AEM Technical Architect</b>	Leads architecture and component design for AEM Sites and Edge Delivery Services. Defines content models, templates, and multisite frameworks to support agency rollout.			
<b>Experience</b>	<b>AEM Developers</b>	Build Fullstack AEM components, templates, and integrations. Implement content workflows, multilingual support, and ADA-compliant front-end code.			
<b>Experience</b>	<b>AEM DevOps Engineer</b>	Automates AEM builds, deployments, and scaling. Manages dispatcher/CDN caching and site performance tuning. Ensures release reliability across environments.			
<b>Experience</b>	<b>Adobe Analytics</b>	Implements tagging, event tracking, and dashboards using Adobe Analytics and Customer Journey Analytics. Provides actionable insights on engagement and conversion metrics.			
<b>Experience</b>	<b>Adobe Target</b>	Designs and manages personalization and A/B testing strategies. Works with analytics and content teams to optimize user experiences across agencies.			
<b>Experience</b>	<b>Adobe Campaign</b>	Configures campaign workflows, audience segmentation, and marketing automation. Integrates with AEM and Salesforce for consistent communication and outreach.			
<b>Experience</b>	<b>Adobe Commerce</b>	Manages transactional or eService implementations within Adobe Commerce. Oversees integration with payment gateways, AEM, and backend data sources.			
<b>Data</b>	<b>Data Engineer (Databricks)</b>	Builds and manages unified data pipelines and lakehouse environments. Integrates analytics, campaign, and user engagement data for reporting and insights.			
<b>Data</b>	<b>BI Developer (PowerBI)</b>	Develops dashboards and visual reports for executive and agency-level analytics. Translates data into actionable KPIs and performance measures.			
<b>Data</b>	<b>Data Governance Analyst</b>	Maintains data quality, lineage, and compliance. Establishes metadata standards and ensures proper stewardship across platforms and agencies.			
<b>Operations</b>	<b>QA + Accessibility Lead</b>	Oversees quality assurance and WCAG 2.2 accessibility compliance. Uses Siteimprove and automated testing to ensure performance, consistency, and usability.			

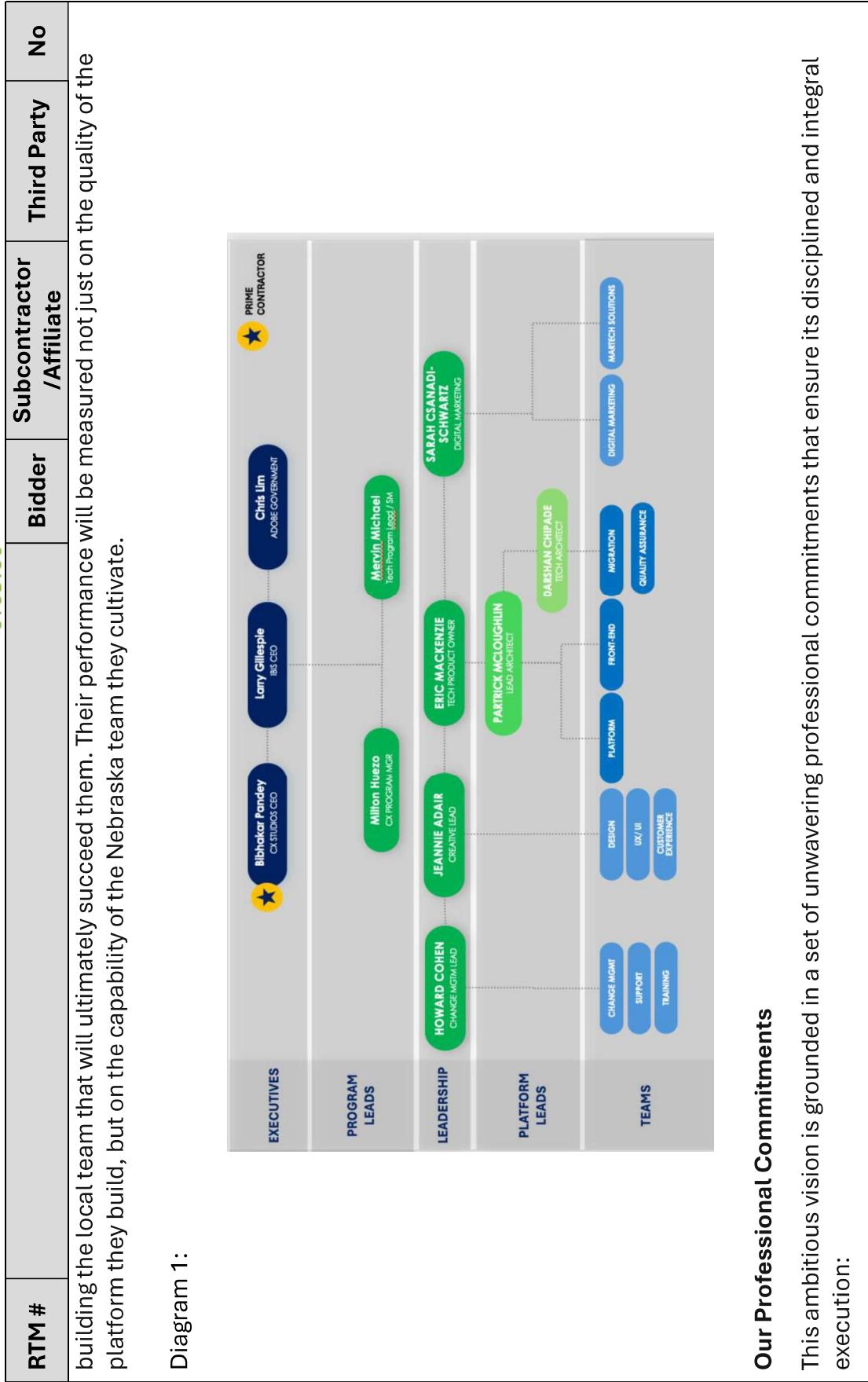
RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
Operations	<b>Monitoring Engineer</b>	Implements observability across all applications using New Relic, Sentinel, and Splunk. Monitors uptime, performance, and incidents. Coordinates alert response processes.			
Operations	<b>Service Management Lead</b>	Administers Workfront and ServiceNow for ticketing, workflows, and approvals. Tracks SLAs, manages incidents, and ensures operational excellence.			
Content	<b>Digital Content Strategist</b>	Defines content models, taxonomy, metadata, and governance. Guides agencies on structuring and optimizing content for AEM and search.			
Content	<b>Design Lead</b>	Owns visual and UX direction across sites. Establishes design systems, accessibility standards, and cross-agency brand consistency.			
Content	<b>Designers</b>	Create responsive, ADA-compliant UI components, templates, and digital assets. Collaborate with developers to ensure pixel-perfect implementation.			
Content	<b>Authors</b>	Manage and publish content within AEM. Maintain accuracy, structure, and consistency across agency websites following governance standards.			
Support	<b>Transition Analyst</b>	Get the knowledge transition from Tyler and provide support the current Tyler system and later provide transition to team, who are building Platform and doing migration.			
Support	<b>Support Analyst</b>	Provides 24/7 support in shifts for helpdesk and day-to-day support for the users.			

### The Strategic Framework: Our Blueprint for Success

This entire journey is guided by the comprehensive strategic framework of our "Workforce Re-Alignment" program, which ensures every aspect of workforce development—from academic alignment and curriculum design to governance and incentives—is meticulously planned and executed.

### The Founding Team of Mentors and Leaders

The team outlined in the organizational chart below represents the **founding mentors, architects, and leaders** who will not only execute the technical transformation of the Portal but, more importantly, will be tasked with the primary mission of



### Our Professional Commitments

This ambitious vision is grounded in a set of unwavering professional commitments that ensure its disciplined and integral execution:



RTM #		Bidder	Subcontractor / Affiliate	Third Party	No
<ul style="list-style-type: none"><li><b>All Work Performed in the United States:</b> We are a US-based company, and all personnel assigned to this project will perform their work within the United States.</li></ul>					
<ul style="list-style-type: none"><li><b>Accommodating New Technologies:</b> Our commitment to "Workforce Re-Alignment" is a commitment to continuous learning. Our tiered training tracks and partnerships with technology leaders like Adobe and AWS ensure that the Nebraska team's skills will always remain current and aligned with the latest technologies.</li></ul>					
<ul style="list-style-type: none"><li><b>A Rigorous Background Check Process:</b> Every single of our employee and subcontractor assigned to work on the Nebraska.gov portal will undergo a thorough and comprehensive employment background check, ensuring the integrity and security of the team entrusted with the State's digital assets.</li></ul>					
<p>With us, Nebraska is not just hiring a vendor; you are investing in a proven partner who is committed to building a lasting legacy of digital excellence, economic opportunity, and genuine self-reliance for the state.</p>					
<p>Additionally, here is a summary of our Adobe Creative Campuses in the State:</p>					
<p>The University of Nebraska Lincoln represents Lincoln, Omaha and Kearney campuses by leveraging a 3-year contract. This agreement includes Adobe coverage for all Faculty, Staff and Students.</p> <ul style="list-style-type: none"><li>All faculty staff (13,327) have Acrobat AI Assistant. Of those,<ul style="list-style-type: none"><li>2,250 Have Creative Cloud Pro + Express + Acrobat Pro</li><li>11,077 Have Acrobat Pro + Express</li></ul></li><li>All Students (41,507) have Adobe coverage. Of those,<ul style="list-style-type: none"><li>3,000 Have Creative Cloud Pro + Express</li><li>38,507 Have Express</li></ul></li></ul>					
<p>This commitment has qualified the University of Nebraska to become an Adobe Creative Campus. This is a designation awarded by Adobe to colleges and universities that demonstrate a strong commitment to digital literacy, creativity, and career readiness across all academic disciplines.</p>					

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
<b>Part V. Section G. Business Plan</b>					
RTM 11	Bidder must describe bidder's understanding of and plan to fulfill the Business Plan requirements identified in the RFP and include an outline of sections to be included in the Business Plan.	<b>YES</b>	<b>YES</b>		
<b>Bidder's Response:</b>					
<p>We understand that the <b>annual Business Plan</b> is the cornerstone of a successful, transparent, and accountable partnership. We view this requirement not as a compliance exercise to be checked off a list, but as the primary strategic tool for aligning our operational execution with the NSRB's oversight role. It is a living document, a public promise, and a detailed roadmap for how we will collectively respond to the evolving needs of Nebraska's citizens and government partners.</p> <p>Within 90 days of contract commencement, and annually each calendar year thereafter, we will present a comprehensive Business Plan to the NSRB. Each plan will be a clear, measurable, and actionable blueprint that demonstrates our disciplined financial stewardship, our commitment to continuous innovation, and our unwavering focus on Nebraska's digital government vision. Our plan is not just to manage the Portal, but to actively grow its value to the state through a structured, data-driven approach.</p> <p>Our Business Plan will be built around the narrative of our <b>Phased Implementation Framework</b>, ensuring that every business objective is directly supported by a clear, time-bound execution strategy.</p> <p><b>The Business Plan: A Strategic Blueprint for Nebraska's Digital Future</b></p> <p>Our Business Plan will be a comprehensive and transparent document, organized into clear sections that address every requirement of the RFP.</p> <p><b>1. Executive Summary &amp; Strategic Alignment:</b></p>					

RTM #		Bidder	Subcontractor / Affiliate	Third Party	No
<p>The plan will open with a concise executive summary that provides a high-level overview of the Portal's performance over the past year and articulates the strategic goals for the year ahead. Crucially, this section will explicitly map our proposed priorities to the NSRB-approved objectives and the broader vision of Nebraska's digital transformation. It will answer the fundamental question: "How will our work this year move Nebraska closer to its goal of becoming a national leader in citizen-first digital government?"</p> <p><b>2. Existing Services: A Commitment to Stability and Continuous Improvement:</b></p> <p>This section will provide a transparent status report on all current applications and websites listed in Appendices A and B. It will include clear, data-driven metrics on system uptime, service adoption rates, and transaction volumes. We will also detail the disciplined project management procedures we employ to sustain and enhance these vital services, demonstrating a commitment to not just maintaining but continuously improving the assets already in place.</p> <p><b>3. Marketing, Promotion, and Growth: Expanding the Portal's Reach and Impact:</b></p> <p>Here, we will detail our annual marketing plan to expand citizen and business adoption of Portal services. This data-driven plan, powered by the Adobe Experience Cloud, will include:</p> <ul style="list-style-type: none"> <li>• <b>Targeted Outreach Strategies:</b> We will outline specific campaigns for key audiences, including a dedicated focus on reaching rural communities, small businesses, and local government partners to ensure digital equity across the state.</li> </ul> <p>• <b>Measurable Campaign Goals:</b> Every marketing initiative will be tied to clear, measurable goals, such as traffic growth, increased service utilization, and improved citizen satisfaction scores (CSAT/NPS), ensuring the NSRB can see a clear return on investment.</p> <p><b>4. User and Partner Support: The Human Foundation of Trust:</b></p> <p>This section will detail the structure and performance of our Citizen and Partner Success Center. It will outline our multi-channel support model (toll-free phone, 24/7 live chat, in-person agency support) and provide transparent reporting on ticket</p>					

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
	management, resolution times, and SLA compliance. We will also describe our proactive training and onboarding programs designed to empower our partner agencies to become confident and self-sufficient users of the platform.				

### **5. User and Partner Feedback: The Engine of Our Innovation:**

We believe the best ideas come from the people who use the system every day. This section will describe our robust processes for gathering, analyzing, and acting upon user and partner feedback via surveys, focus groups, and integrated feedback channels. We will provide the NSRB with access to dashboards that summarize feedback trends and demonstrate our concrete commitment to using this invaluable input to guide our service roadmaps.

*The Nebraska Experience: The Business Plan identifies a recurring theme in citizen feedback: frustration with navigating the process for obtaining professional licenses across different boards. In response, the plan proposes a specific, funded project for the upcoming year to create a unified "Professional Licensing Hub." This new service, born directly from citizen feedback, will streamline the application and renewal process for dozens of professions, demonstrating a direct line from public input to tangible public value.*

### **6. Innovation and Efficiency: Building the "Citizen's Digital Transformation":**

This is where we will outline our proactive proposals for modernizing applications, automating workflows, and improving the citizen experience. These proposals will be concrete and specific, such as launching an AI-powered search function, implementing multilingual support, creating personalized citizen dashboards, or optimizing services for low-bandwidth rural broadband connections. Each proposal will be accompanied by an analysis of the efficiency gains it will deliver, such as faster service delivery times, reduced operating costs, or streamlined partner onboarding.

### **7. Portal Expansion: A Roadmap for Future Services:**

The Business Plan will include a transparent pipeline of potential new services that have been identified in collaboration with State and local agencies. This pipeline will be presented with a clear prioritization matrix that evaluates each opportunity based on factors like potential citizen impact, partner demand, and revenue opportunity. This provides the NSRB with a data-

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
driven framework for making strategic decisions about the Portal's growth, transforming it from a simple collection of services into a comprehensive, citizen-centric marketplace.					
<b>8. The Self-Funding Model: Ensuring Financial Sustainability:</b>					
We will provide a transparent report on how our operational strategy balances revenue-generating services (e.g., licensing, permitting, payments) with vital non-revenue public services (e.g., open data, transparency dashboards). This section will clearly demonstrate the financial sustainability of the Portal and our commitment to innovation and growth without increasing the burden on Nebraska's taxpayers.					
<b>9. Staffing: Investing in Nebraska's Future:</b>					
We will provide updated organization chart with clearly defined roles and responsibilities. It will be accompanied by a skills matrix that highlights the deep qualifications of our Nebraska-based team and any approved subcontractors. We will provide full transparency into our staff training programs, certification achievements, and succession planning, reinforcing our commitment to the "Workforce Re-Alignment" initiative.					
<b>10. Subcontractors: A Transparent and Accountable Partnership:</b>					
We will provide a complete and updated list of all subcontractors, including their names, addresses, and contact information. For each subcontractor, we will describe the specific tasks they perform, the percentage of hours they contribute, and the accountability framework that governs their work, ensuring full transparency and compliance.					
<b>11. Finance and Accounting: The Bedrock of Accountability:</b>					
The plan will include a detailed financial section with projected revenues, expenses, and cash flow analysis. We will provide comprehensive expense projections that include all overhead and direct project costs, as well as the amortized costs of all hardware, software, and fixtures.					

RTM #		Bidder	Subcontractor / Affiliate	Third Party	No
<b>12. Version Control Plan: Future-Proofing Nebraska's Investment:</b>					
Finally, the Business Plan will include a proactive roadmap for maintaining current and secure hardware, software, network infrastructure, and payment devices. We will outline our proactive refresh cycles and upgrade plans designed to prevent technological obsolescence, minimize service disruption during upgrades, and ensure the Portal remains a modern, secure, and sustainable platform for years to come.					
With us, Nebraska will receive an annual Business Plan that is not just a document, but a dynamic and collaborative tool for strategic governance. Each plan will demonstrate our unwavering commitment to <b>innovation, transparency, and continuous improvement</b> , ensuring that Nebraska.gov remains a trusted, self-sustaining, and citizen-first platform that stands as a benchmark for the nation.					
<b>Part V. Section H. Reporting Requirements</b>					
RTM 12	Bidder must describe bidder's understanding of and plan to fulfill the Reporting requirements identified in the RFP.	YES			
<b>Bidder's Response:</b>					
We view reporting not as a mere administrative requirement, but as the very <b>foundation of transparency, accountability, and trust</b> in our partnership with the NSRB and the State of Nebraska. Our philosophy is simple: data is only valuable when it is transformed into insight, and insight is only useful when it empowers confident, decisive action. Therefore, every report we deliver will be accurate, timely, and, most importantly, <b>actionable</b> . We are committed to providing the NSRB with pragmatic, informative data you can trust, enabling you to make strategic decisions with absolute confidence.					
Our approach goes beyond generating static documents. We will establish a comprehensive reporting ecosystem that leverages verified data frameworks, automated pipelines, and intuitive, real-time dashboards. This ecosystem is designed to					

RTM #		Bidder	Subcontractor / Affiliate	Third Party	No
exceed compliance requirements and to give the NSRB and all stakeholders a clear, unobstructed view into the performance, growth, security, and—most importantly—the human impact of Nebraska.gov.					
<b>A Multi-Cadence Approach to Insight and Accountability</b>					
Our reporting is structured across multiple cadences, ensuring that the right information is available to the right people at the right time, from high-level strategic assurance to granular operational detail.					
<b>Annual Reports: The Foundation of Strategic Assurance</b>					
Annually, we will provide a suite of independently verified reports that serve as the bedrock of accountability and long-term assurance. These are not just summaries; they are attestations of our financial health, security posture, and strategic alignment.					
<ul style="list-style-type: none"> <li>• <b>Commercially Audited Financial Report:</b> Prepared by a nationally recognized independent accounting firm, this report provides a complete and transparent audit of all Portal-related finances, affirming our financial stability and stewardship.</li> <li>• <b>Annual Business Plan:</b> As detailed in RTM 11, this is our strategic roadmap for the year ahead, directly aligning our priorities with the NSRB's vision.</li> <li>• <b>Independent Third-Party Audits &amp; Certifications:</b> We will provide the results of our annual, independent IT and security audits, including our <b>PCI-DSS Attestation of Compliance</b> for payment services and relevant data center certifications (e.g., SOC 2, ISO). These documents provide objective, third-party validation of our commitment to maintaining the highest levels of security and internal controls.</li> </ul>					
<b>Quarterly Reports: Measuring Progress and Driving Strategy</b>					

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
	<p>Quarterly, we will deliver a comprehensive Management Report that tells the story of the Portal's evolution and impact over the preceding three months. This report will be a key tool for strategic discussions with the NSRB, providing rich data on:</p> <ul style="list-style-type: none"> <li>• <b>Citizen Experience &amp; Platform Performance:</b> We will report on key metrics like service uptime, application response times, and detailed usage analytics from Adobe Analytics. This data will be framed in the context of the citizen experience—what are Nebraskans using most, where are they succeeding, and where are the points of friction we need to address?</li> <li>• <b>Growth and Adoption:</b> We will detail the results of our marketing efforts, showing clear data on adoption growth and increased citizen satisfaction (CSAT/NPS scores).</li> <li>• <b>Innovation and Efficiency:</b> This section will highlight new services launched, efficiency improvements implemented (e.g., reduced transaction times), and progress on our innovation roadmap.</li> <li>• <b>Operational Transparency:</b> We will provide a transparent breakdown of hours spent on revenue vs. non-revenue services, as well as hours allocated to support, maintenance, and partner training.</li> <li>• <b>Financial Health and Staffing:</b> The report will include detailed financials broken down by service and provide updates on staffing, reaffirming our commitment to the "Workforce Re-Alignment" initiative.</li> </ul> <p><b>Monthly Reports: The Financial Pulse of the Portal</b></p> <p>Monthly, we will provide detailed and precise financial reporting to ensure complete transparency and facilitate smooth reconciliation for all partners.</p> <ul style="list-style-type: none"> <li>• <b>Itemized Financial Statements:</b> Delivered in a clear, accessible Excel format (or another NSRB-approved format), this statement will show all Portal payments, meticulously broken down by service, transaction volume, and revenue.</li> <li>• <b>Partner-Specific Statements:</b> Each government partner will receive a dedicated monthly statement showing their specific Portal services, usage metrics, and revenue breakdown, empowering them with actionable data about their own digital footprint.</li> </ul>				

RTM #		Bidder	Subcontractor / Affiliate	Third Party	No
<b>Bi-Weekly Reports: The Heartbeat of Project Execution</b>					
To ensure the NSRB and the public have a near-real-time view into our execution, we will provide bi-weekly updates on all active projects.					
<ul style="list-style-type: none"> <li><b>Public Online Project Dashboard:</b> We believe in radical transparency. We will maintain a public-facing online dashboard, updated at least bi-weekly, that mirrors our internal Project Status Report. This will allow any citizen, partner, or stakeholder in Nebraska to see a clear list of all projects in progress, their start dates, key milestones, and actual completion status. This is a powerful statement of public accountability.</li> </ul>					
<p><b>Actionable Intelligence: Reports That Drive a Better Experience</b></p> <p>Our reporting ecosystem is designed not just to inform, but to drive continuous improvement that directly enhances the experience for all Nebraskans.</p> <ul style="list-style-type: none"> <li><b>The Portal Portfolio:</b> This is a living inventory of every application and website, complete with technical details. It allows us and our partners to make informed decisions about modernization and consolidation, leading to a more streamlined and cost-effective digital presence.</li> <li><b>Citizen Feedback Reports:</b> This is one of our most important deliverables. We will continuously gather and analyze feedback from online surveys, webmaster inquiries, and our "idea box." This qualitative data will be synthesized into actionable themes and presented to the NSRB, providing a direct voice for the people of Nebraska in shaping the future of the Portal.</li> </ul> <p>With us, reporting is transformed from a contractual obligation into a strategic asset. By combining independent audits, automated real-time dashboards, and a relentless focus on actionable insights, we will ensure that Nebraska.gov remains <b>transparent, accountable, and continuously responsive</b> to the NSRB and the citizens it serves. Every report will not only meet the requirements of the RFP but will also empower Nebraska's leaders with the trusted intelligence needed to <b>prioritize projects, grow adoption, and build a digital government that truly enhances the lives of all Nebraskans.</b></p>					

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
<b>Part V. Section I. Network Manager</b>					
RTM 13	<p>Bidder must describe bidder's understanding of and plan to operate within the Current Funding Model identified in Section V. Paragraph D of the RFP, with emphasis on the following:</p> <ul style="list-style-type: none"> <li>• Bidder receiving eighty percent (80%) of Margin Services and the NSRB receiving twenty percent (20%) of Margin Services.</li> <li>• Subscription fees continuing at \$100.00.</li> <li>• Bidder's anticipated expense projections for operating the Portal, including all overhead and direct project costs</li> <li>• Bidder's plan for operating within the Self-funding Model, including how bidder will balance revenue generation and non-revenue generating services.</li> </ul>	<b>YES</b>	<b>YES</b>		
Bidder Response:					

**Bidder's Response:**

A foundational principle of our work is that a successful public-private partnership must be built on a financial model that is sustainable, transparent, and mutually beneficial. We fully understand and enthusiastically embrace the **Current Funding Model** defined in the RFP. We see this self-funding model not as a constraint, but as a brilliant and forward-thinking framework that ensures Nebraska.gov remains a dynamic engine of innovation and public service without requiring any direct state appropriations or creating a new burden for Nebraska's taxpayers.

We bring the financial strength, operational discipline, and strategic foresight necessary to make this model a resounding success for Nebraska. We are prepared to **self-fund up-front build cost** from the initial platform build and transition to the long-term costs of maintenance, support, and recoup that funding through portal fees and subscription fees.

RTM #		Bidder	Subcontractor / Affiliate	Third Party	No
<b>Our Commitments: A Partnership in Financial Stewardship</b>					
Our plan is built on a clear and transparent adherence to the key tenets of Nebraska's established funding model.					
<p><b>1. A Partnership Fueled by the Margin Services Revenue Share:</b>            We fully acknowledge and will strictly adhere to the requirement that eighty percent (80%) of Margin Services revenue is allocated to us, with the remaining twenty percent (20%) allocated to the NSRB. We view this 80/20 split as the economic engine of our partnership. Our portion provides the necessary capital to operate, maintain, and continuously innovate the platform, while the NSRB's portion provides a direct financial return to the State that can be reinvested in other public priorities. Our transparent, real-time financial reporting will ensure the NSRB has complete and continuous visibility into these revenue flows, guaranteeing compliance and building trust.</p> <p><b>2. Delivering Sustained Value for the Subscription Fee:</b>            We will continue the current subscription fee of \$100.00 annually per subscriber. Our commitment is to ensure that this fee always represents an exceptional value proposition for subscribers</p> <p><b>3. Radical Transparency in Expense Projections:</b>            As a core component of our annual Business Plan, we will provide the NSRB with detailed, comprehensive, and transparent expense projections. These projections will cover all aspects of Portal operations, including direct project costs, overhead, infrastructure investments, and the fully amortized costs of all hardware, software, and fixtures. We view this exercise not as a mere contractual obligation, but as a critical tool for collaborative strategic planning. It provides the NSRB with a clear understanding of the investments required to maintain excellence and drive innovation, ensuring our financial partnership is always grounded in a "no surprises" philosophy.</p>					

The proposed financial framework for Nebraska's Digital Modernization is designed around transparency, predictability, and measurable value creation. It ensures that the State's investment in modernization delivers continuous citizen experience improvements, AI-readiness, and workforce self-reliance — all within the existing annual budget envelope.

**1. Balanced Cost Distribution**

RTM #		Bidder	Subcontractor / Affiliate	Third Party	No
<p>In the first year, approximately 85–90% of total program spend will be directed toward the build and stabilization of the Statewide Digital Experience Portal — covering setup, migration, integration, and citizen experience enhancements. Based on the agreement the recovery of this cost would happen either by the end of first fiscal year or partly amortize in the next year. The remaining 15–20% will fund the run-and-operate subscription model as the sites go live, that maintains platform performance, cloud operations, and incremental improvements.</p> <p><b>2. Licensing Cost Allocation</b></p> <p>Year-over-year after full launch the licensing costs for the ecosystem — including Adobe, Boomi, and related MACH and analytics platforms — will be distributed across the Fixed Portal investment (80%) and the Run &amp; Operate subscription model (20%) along with the labor to support and run it. This balanced allocation optimizes platform performance and ensures that software scalability aligns with actual usage and transaction growth.</p> <p><b>3. Predictable Financial Envelope</b></p> <p>All modernization and operational activities will remain within the State's current annual spend of approximately \$15 million. Additionally, like currently, the State will receive a 20% annual rebate at the end of each fiscal year, contingent upon transaction volumes remaining within projected thresholds.</p> <p><b>4. Volume-Linked Flexibility</b></p> <p>If transaction activity exceeds forecasted volumes by more than 10%, the incremental usage will be charged on actuals. This model maintains fairness and fiscal accountability while accommodating the growth of digital services.</p> <p><b>5. Long-Term Value and Talent Readiness</b></p> <p>This cost model enables the State to sustain modernization without expanding budget requirements. It also empowers the in-state workforce through continuous upskilling on MACH, AI, and automation platforms — creating a self-reliant talent pool capable of managing, enhancing, and evolving the platform independently. The result is a transparent, future-ready operational model that drives both citizen and workforce empowerment.</p> <p><b>6. T&amp;M Engagement</b></p> <p>All enhancements would be done through approved T&amp;M Engagement model for which role-based rate card is provided separately as requested.</p> <p>We bring the financial strength, operational discipline, and strategic experience necessary to thrive under Nebraska's current funding model. By adhering to the established revenue share, maintaining the subscription fee, providing</p>					

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No						
comprehensive expense projections, and executing a balanced strategy for growth, we will ensure that Nebraska.gov remains a <b>self-funded, transparent, and sustainable platform</b> that grows in both reach and value for every single Nebraskan.											
<b>Part V. Section J. Regulation of Portal Fees by the NSRB</b>											
<table border="1"> <tr> <td>RTM 14</td> <td>Bidder must describe bidder's understanding of and plan to operate within the Regulation of Portal Fees identified in the RFP.</td> <td><b>YES</b></td> <td></td> <td></td> <td></td> </tr> </table>						RTM 14	Bidder must describe bidder's understanding of and plan to operate within the Regulation of Portal Fees identified in the RFP.	<b>YES</b>			
RTM 14	Bidder must describe bidder's understanding of and plan to operate within the Regulation of Portal Fees identified in the RFP.	<b>YES</b>									
Bidder Response:											
<p><b>Bidder's Response:</b></p> <p>A foundational principle of our work is that a successful public-private partnership requires a delicate and transparent balance. We fully acknowledge, respect, and embrace the NSRB's sole authority in the regulation of all Portal Fees and time-and-material rates. We view this oversight not as a limitation, but as the essential mechanism for ensuring the Portal achieves its dual mandate: providing <b>fair, transparent, and affordable access</b> for the citizens and businesses of Nebraska, while also maintaining the <b>financial sustainability</b> required to support continuous investment, innovation, and expansion.</p>											
<p>Our approach to fee structures is rooted in a philosophy of <b>shared stewardship</b>. We are committed to a continuous, data-driven dialogue with the NSRB to ensure that every Portal Fee is justified, auditable, and perfectly aligned with Nebraska's public policy goals. We understand that as the Network Manager, we assume the entrepreneurial risks inherent in funding and operating the Portal, and our proposed fees will reflect a fair return that enables us to reinvest in the platform's future. Our commitment is to make this entire process a model of transparency and collaboration.</p>											
<p><b>A Partnership Aligned with the NSRB's Regulatory Principles</b></p>											

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
Our plan is to operate in complete alignment with the specific factors the NSRB considers when regulating fees. We see these factors not as a checklist, but as the guiding principles for our financial partnership.					
<b>1. Rewarding Innovation and Driving Efficiency:</b>					
<p>Our modern, composable architecture and agile development practices are designed to create significant operational efficiencies. Our commitment is to ensure that these efficiencies translate into direct value for the State and its citizens. As our innovations drive down the cost of delivering services, we will proactively work with the NSRB to propose fee structures that reflect these savings. This creates a virtuous cycle where technological advancement leads to more affordable and accessible government for everyone.</p>					
<b>2. A Deep Commitment to Public Policy and Reasonable Prices:</b>					
<p>We share the NSRB's commitment to the public policy goal of broad, affordable access. Our fee proposals will always be grounded in an understanding of their real-world impact on a small business owner in a rural community, a student accessing public records, or a family applying for a permit. We also reaffirm our commitment to ensuring that vital, non-revenue services—such as open data portals, public meeting notices, and transparency dashboards—will remain freely and openly accessible to all Nebraskans.</p>					
<b>3. A Collaborative Approach to Funding Special Projects &amp; Enhancements:</b>					
<p>Innovation requires investment. When we identify opportunities for special projects or significant public service enhancements that fall outside the core operating model, we will work in close partnership with the NSRB. We will co-author a transparent and detailed business case, including a full cost-benefit analysis and input from relevant stakeholders. Any proposed fee adjustments to fund such initiatives will be clearly justified by the tangible, measurable benefits they will deliver to the people of Nebraska through a T&amp;M engagement.</p>					
<b>4. A Fair Balance of Entrepreneurial Risk and Return for Reinvestment:</b>					

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
<p>We fully accept the significant capital risks inherent in funding, building, and operating the Portal. We are making a substantial upfront investment in Nebraska's future. Our proposed fees will reflect a balanced and reasonable rate of return that recognizes this risk, but more importantly, enables us to continuously reinvest in the Portal's growth. This return is the fuel for our innovation—it funds the ongoing modernization of the platform, supports our "Workforce Re-Alignment" program, and ensures we can always invest in the best available technology to serve the State.</p>					
<p><b>5. Unwavering Compliance and Proactive Adaptation:</b></p> <p>We will ensure that all of our fee proposals are fully compliant with all current Nebraska legislative requirements and any future statutory changes. We will proactively monitor for legislative changes and work with the NSRB to ensure that any required adjustments are implemented smoothly, transparently, and in a timely manner.</p>					

#### A Process Built on Flexibility and Data-Driven Dialogue

Our fee regulation process will be dynamic, not static.

- **Periodic, Data-Driven Reviews:** We will collaborate with the NSRB to conduct periodic, scheduled reviews of all Portal Fees. Our recommendations for any amendments will always be supported by a comprehensive, data-driven analysis, including usage metrics from Adobe Analytics, operational cost studies, and direct citizen feedback.
- **Flexibility to Drive Adoption:** We understand that pricing can be a powerful tool to encourage positive behavior. As a partner invested in the Portal's success, we may propose to strategically reduce certain Portal Fees as an inducement to increase subscriber numbers and drive broader adoption of digital services, which ultimately increases efficiency for the entire state government.

Our approach to Portal Fees is grounded in the principles of **fairness, transparency, and a deep respect for public value.** We are committed to a continuous and collaborative dialogue with the NSRB to ensure that fees remain reasonable for citizens, sustainable for the Portal's long-term health, and always responsive to the Board's crucial oversight role. By aligning

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
RTM 15	Bidder must describe bidder's experience, understanding of, and plan for compliance with the Technical Overview requirements identified in the RFP, with emphasis on the following:	<b>YES</b>		<b>YES</b>	
<p>1. Business continuity and disaster recovery.</p> <p>2. Performance monitoring and problem resolution.</p> <p>3. Platform requirements.</p> <p>4. Secure communications with the State.</p> <p>5. Data storage, replication, and backup.</p> <p>6. Hosting environment (to the extent not addressed in RTM 2 above).</p> <p>7. Maintenance.</p> <p>8. Version control, including plan to address version control within the required annual business plan.</p> <p>9. Data Security Requirements.</p>					
<p><b>Bidder's Response:</b></p> <p>The Nebraska.gov Portal is not just a digital gateway—it is a <b>mission-critical state asset</b> and a primary touchpoint between citizens and their government. Therefore, the technical foundation supporting it must be more than just functional; it must be exceptionally secure, resilient, and always available. Our technical overview is not a list of servers and software; it is a description of the <b>engine that will power a new era of trust, convenience, and proactive service for all Nebraskans.</b></p>					

our fee structures with innovation, efficiency, and strategic reinvestment, We guarantee that Nebraska.gov will continue to expand its services while keeping costs affordable, predictable, and fully justified.

RTM #		Bidder	Subcontractor / Affiliate	Third Party	No
	<p>Our experience delivering enterprise-grade, government-hosted platforms ensures that we will meet and exceed every technical requirement outlined in this RFP. We bring mature processes, certified environments, and tested methodologies to guarantee that Nebraska.gov operates at the highest levels of security, availability, and performance. Our entire technical strategy is designed to build a platform that is not only powerful on day one, but is also agile enough to evolve and meet the needs of Nebraskans for decades to come.</p>				

### Our Strategic Foundation: A Modern, Composable Architecture

The core of our technical solution is a strategic shift away from the rigid, monolithic systems of the past. We will build Nebraska's new portal on a modern, **composable MACH (Microservices, API-First, Cloud-Native, Headless) architecture**. This is not just a technical choice; it is a strategic business decision that directly delivers on the State's goals.

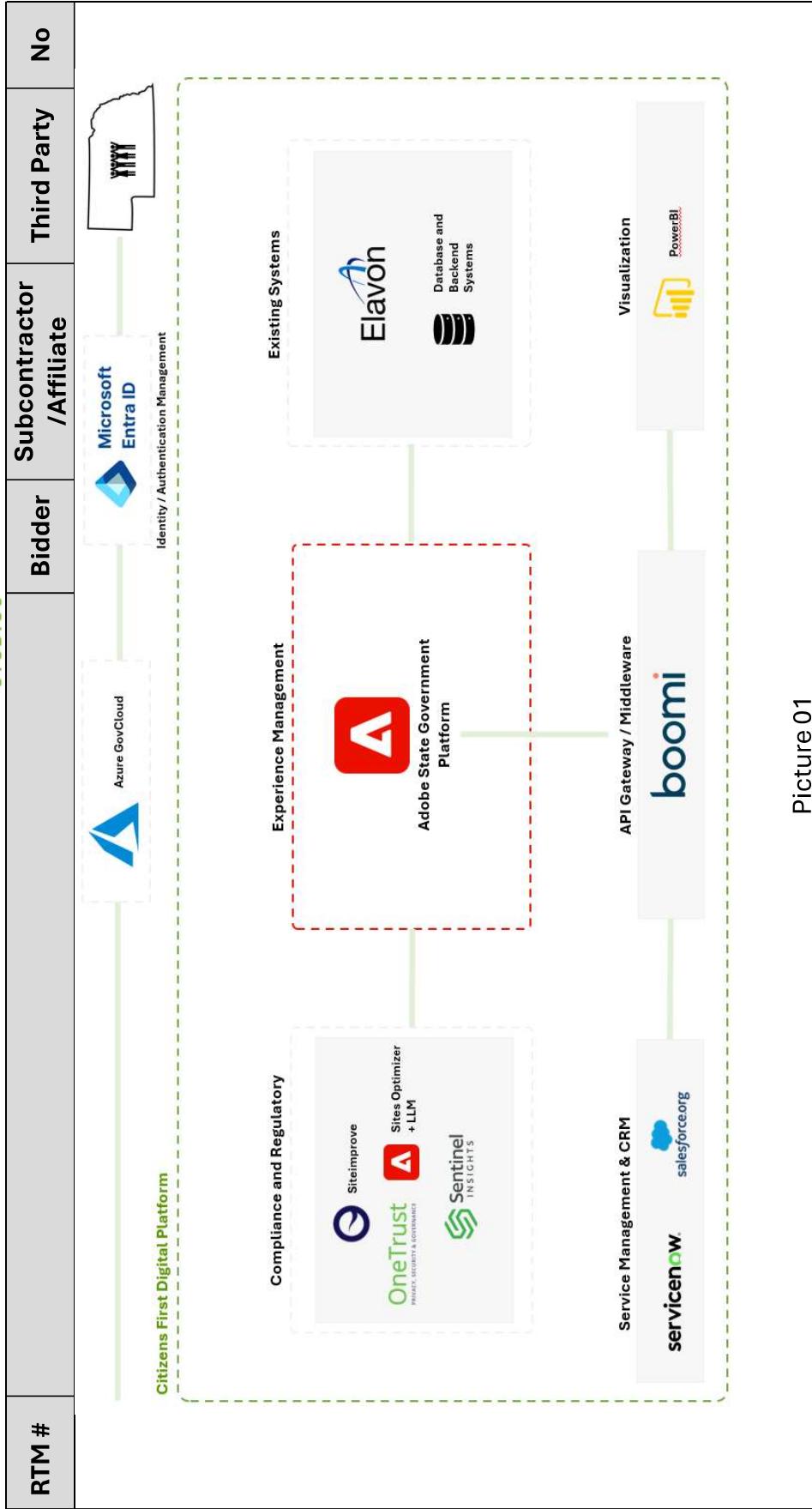
- **What this means for Nebraska:**

**Agility and Speed:** We can develop, deploy, and upgrade individual services (like a new permit application) independently and rapidly, without risking the stability of the entire portal. This means we can be incredibly responsive to the changing needs of agencies and citizens.

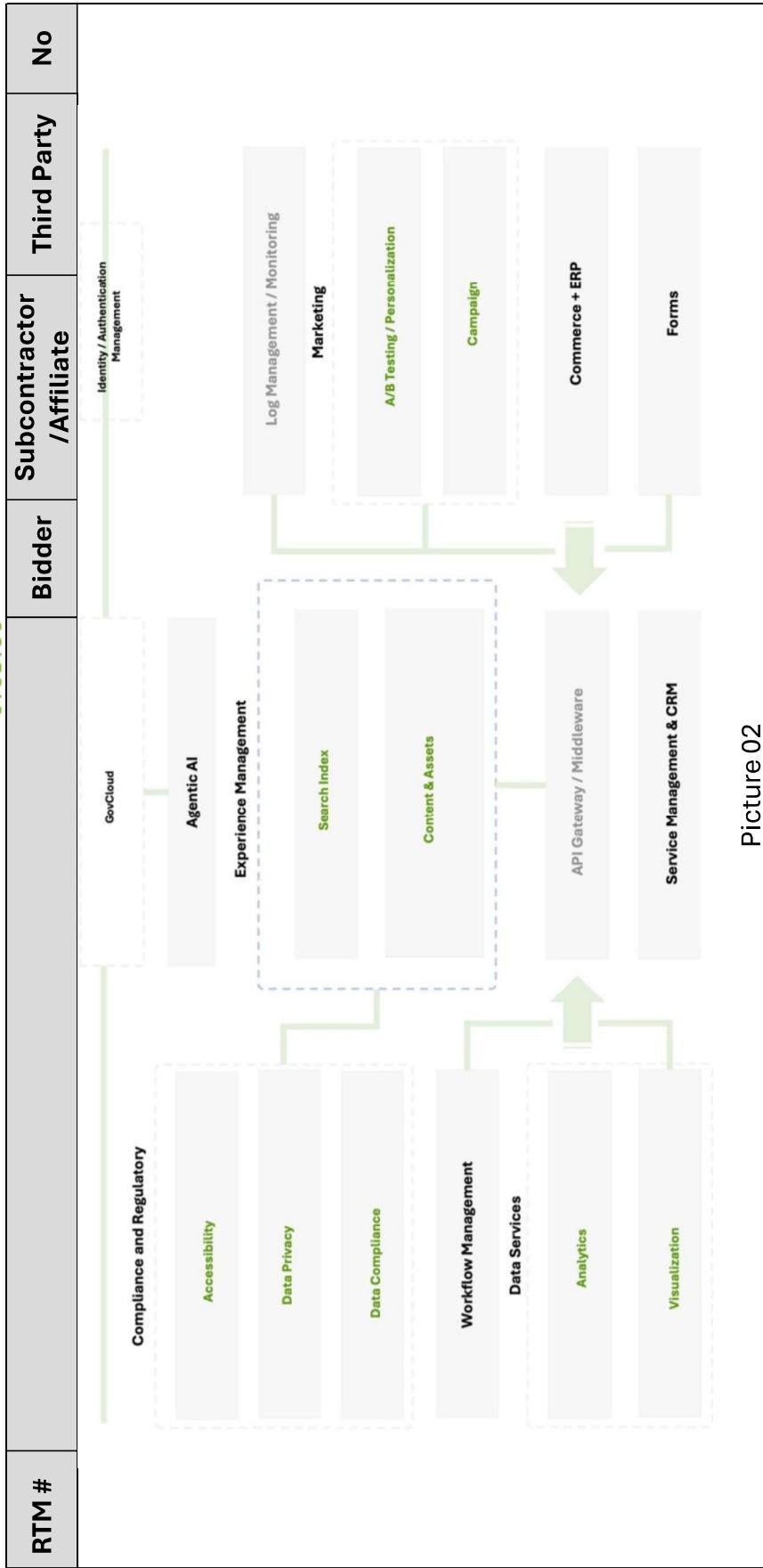
**No Vendor Lock-In:** A composable approach allows us to select the best-of-breed tools for each specific job and integrate them seamlessly. Nebraska will never again be locked into a single vendor's expensive and inflexible ecosystem.

**Lower Total Cost of Ownership:** By building reusable services and leveraging the efficiency of the cloud, we can deliver more value to citizens while reducing long-term operational and maintenance costs.

- **Future-Proof by Design:** This architecture is built for what's next. It allows us to easily integrate emerging technologies like AI, voice interfaces, and IoT devices, ensuring the Portal remains modern and relevant. This provides a composable platform that can co-exist with already implemented solutions and ensure future proof capabilities.



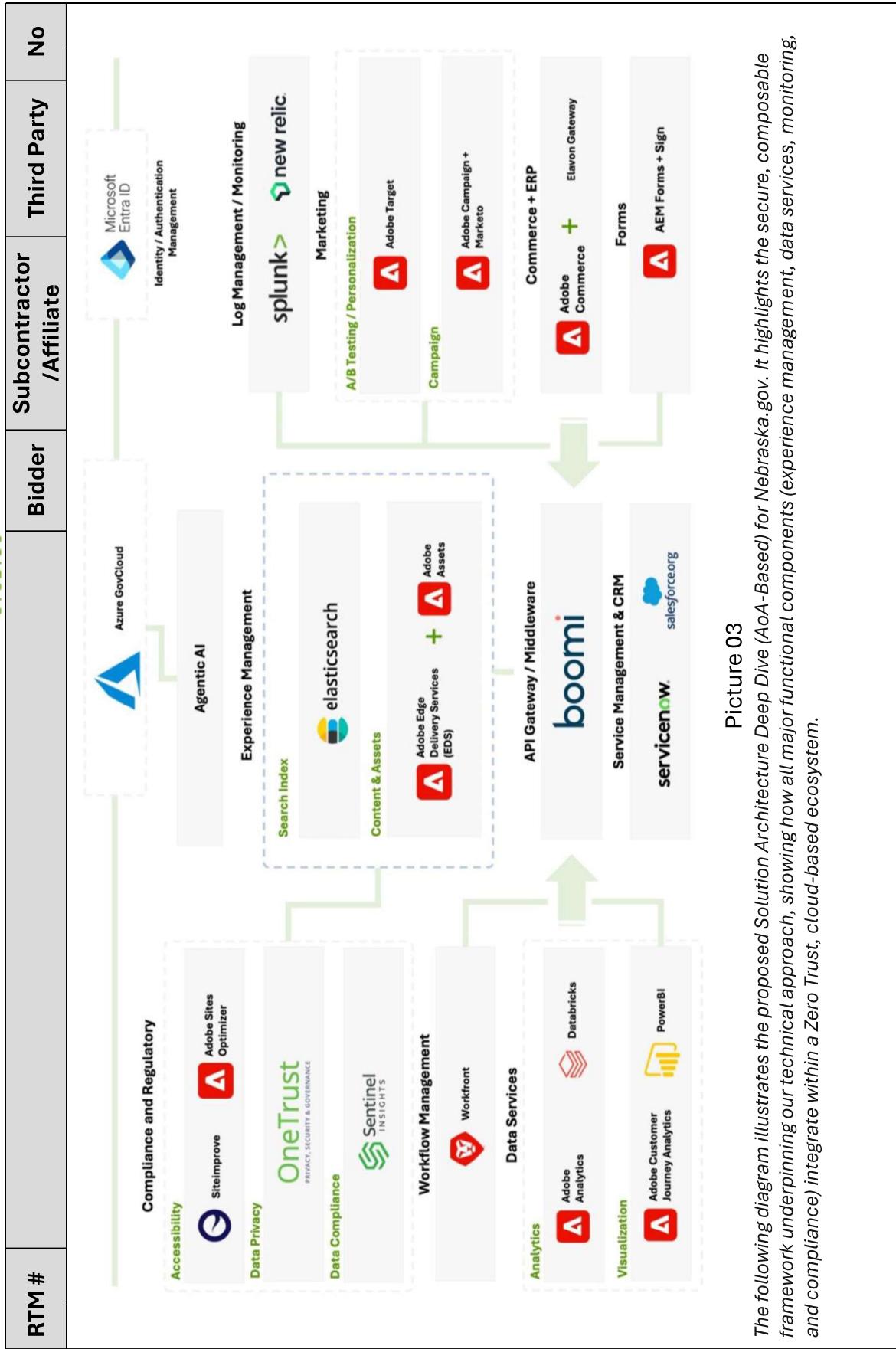
Picture 01



Picture 02

# CX Adobe

STUDIOS



## Picture 03

The following diagram illustrates the proposed Solution Architecture Deep Dive (AoA-Based) for Nebraska.gov. It highlights the secure, composable framework underpinning our technical approach, showing how all major functional components (experience management, data services, monitoring, and compliance) integrate within a Zero Trust, cloud-based ecosystem.

RTM #		Rider	Subcontractor / Affiliate	Third Party	No
	<p>This architecture aligns directly with the State's objectives for security, performance, and extensibility. It demonstrates how we will leverage a modular, API-first design across:</p> <ul style="list-style-type: none"> <li>• <b>Experience Management:</b> Adobe Experience Manager with Edge Delivery Services and ElasticSearch for fast, scalable content delivery.</li> <li>• <b>Integration &amp; Data Layer:</b> Boomi for middleware/API gateway, ensuring secure and seamless interoperability with legacy and third-party systems.</li> <li>• <b>Monitoring &amp; Security:</b> Splunk and New Relic for real-time performance and anomaly detection; Sentinel and OneTrust for compliance and data privacy.</li> <li>• <b>Accessibility &amp; Analytics:</b> Siteimprove and Adobe Sites Optimizer for accessibility and compliance, with Power BI and Adobe Analytics for data-driven insights.</li> <li>• <b>Identity &amp; Governance:</b> Microsoft Entra ID for single sign-on and Azure GovCloud hosting for FedRAMP-authorized infrastructure.</li> </ul> <p>This modern foundation is how we will deliver on every specific technical requirement, and its capabilities will be rolled out in lockstep with our Phased Framework.</p> <p><b>1. Business Continuity and Disaster Recovery: A Promise of Unwavering Availability</b></p> <p>In our Phase 0 (Transition), our largest priority is to ensure the Portal is built on a foundation of absolute reliability. A government that is "always on" builds trust.</p> <ul style="list-style-type: none"> <li>• Active-Active Redundancy: We will operate across two Tier IV-certified data centers in a live, active-active configuration. This means there is no "backup" site that needs to be activated; both are running simultaneously. If a tornado, flood, or major power outage were to take one entire facility offline, traffic would be automatically and instantly rerouted to the other with zero downtime visible to a citizen trying to access services.</li> </ul>				

RTM #		Bidder	Subcontractor / Affiliate	Third Party	No	
<ul style="list-style-type: none"> <li>• Tested and Ready: We conduct quarterly disaster recovery drills and maintain meticulously documented and tested DR/BCP playbooks. This isn't a plan that sits on a shelf; it's a capability we prove and refine constantly.</li> </ul>						
<h2>2. Performance Monitoring &amp; Problem Resolution: Proactive, Not Reactive</h2>						
<p>During Phase 1 (Modernization), we will introduce a new level of operational intelligence.</p> <ul style="list-style-type: none"> <li>• <b>24/7/365 Proactive Monitoring:</b> Our Nebraska-based Digital Command Center will use AI-powered tools to monitor every server, application, and transaction around the clock. Our <b>availability target is a strict 99.99%</b>, and our systems are designed for sub-second response times.</li> <li>• <b>Intelligent Problem Resolution:</b> We move beyond simple alerts. Our monitoring can predict potential issues before they impact users. If an application begins to slow down, our team is alerted and can intervene often before any citizen notices a lag. This is the difference between a reactive help desk and a proactive, citizen-centric operation.</li> </ul>						
<h2>3. Platform Requirements: The Engine of the Citizen Experience</h2>						
<p>Our core platform, powered by <b>Adobe Experience Manager (AEM)</b> with <b>Edge Delivery Services (EDS)</b>, is the engine that will create the fast, seamless, and personalized experiences that define our vision. As we move into <b>Phase 2 (Statewide Expansion)</b>, the benefits of this platform will be felt across all 137+ agency sites.</p>						
<p>The EDS architecture provides several key capabilities that directly translate into a better experience for every Nebraskan:</p>						
<table border="1"> <thead> <tr> <th>Capability</th> <th>Description / Notes</th> <th>Benefit to Nebraskans</th> </tr> </thead> <tbody> <tr> <td>Edge Caching / CDN</td> <td>EDS pushes content to global edge nodes, so pages are delivered from the nearest geographic location.</td> <td>Blazing-fast page loads anywhere in the state, from Omaha to Scottsbluff. This is crucial for users in rural areas with slower internet connections.</td> </tr> </tbody> </table>	Capability	Description / Notes	Benefit to Nebraskans	Edge Caching / CDN	EDS pushes content to global edge nodes, so pages are delivered from the nearest geographic location.	Blazing-fast page loads anywhere in the state, from Omaha to Scottsbluff. This is crucial for users in rural areas with slower internet connections.
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RTM #		Bidder	Subcontractor / Affiliate	Third Party	No
<b>Composable Architecture</b>	Decouples content sources from delivery; supports mixing content from AEM, SharePoint, etc.			<b>A unified and consistent experience.</b> A citizen sees one seamless government, not a confusing patchwork of different agency systems.	
<b>Rapid Authoring</b>	"Edge-first" publishing allows authors to push updates live instantly without full site rebuilds.			<b>Always up-to-date and accurate information.</b> Critical alerts, policy changes, or new service details can be published in minutes, not days.	
<b>Built-in Experimentation</b>	Integrated A/B and multivariate testing frameworks allow for data-driven optimization of experiences.			<b>A continuously improving platform.</b> We can test different page layouts or form designs to see what is easiest for citizens to use, ensuring the site gets better over time.	
<b>High-Performance Forms</b>	EDS for AEM Forms enables delivering interactive forms with edge performance and security.			<b>Faster, smoother form submissions.</b> This reduces the frustration and abandonment rates common with clunky government forms, leading to higher completion rates for critical services.	

#### 4. Secure Communications with the State

We will establish secure, encrypted VPN tunnels for any required communication with the State's internal network. Our architecture enforces strict network segmentation; only designated application servers are permitted to communicate with backend database nodes, and no database is ever directly exposed to the internet. This layered, defense-in-depth approach dramatically reduces the attack surface and protects the State's core systems. We will work in close partnership with the OCIO to configure and maintain these secure connections in full compliance with all state policies.

#### 5. Data Storage, Replication, and Backup: Protecting Nebraska's Digital Assets

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
<p>All primary and backup data will be stored within the continental <b>United States</b>. We Utilize high-speed, enterprise-grade <b>Storage Area Networks (SANs)</b> that are architected for high-performance and resilience. Our data protection strategy is multi-faceted:</p> <ul style="list-style-type: none"> <li>• <b>Real-Time Replication:</b> All production data is replicated in real-time to our secondary data center. In the event of a site-level disaster, this ensures a recovery point objective (RPO) of near-zero, meaning virtually no data is lost.</li> <li>• <b>Nightly Backups and Offsite Storage:</b> In addition to real-time replication, we perform nightly backups of all systems and data. These backups are encrypted and stored in a secure, offsite, third-party location, providing an air-gapped layer of protection against systemic threats like ransomware.</li> <li>• <b>Deduplication Technology:</b> We use modern deduplication technology to make our backup processes highly efficient, minimizing storage costs without compromising data integrity.</li> </ul>					
		RTM #	STUDIOS	Bidder	Subcontractor /Affiliate

## 6. A Secure and Modern Hosting Environment

Our hosting environment is designed to be a fortress. It includes clustered SFTP servers for secure partner data exchanges and dedicated development and testing environments that are logically separated but architecturally identical to production. This allows us to test all changes with high fidelity before they are ever promoted to the live environment. The entire environment is built on a virtualized, on-demand infrastructure, allowing us to dynamically scale resources to handle predictable peaks (like tax season) or unpredictable surges in traffic, ensuring a consistently fast experience for all users. The physical security of our data centers is detailed in RTM 5.

## 7. Proactive, Non-Disruptive Maintenance

Our maintenance philosophy is proactive and designed to be invisible to citizens. All routine and preventative maintenance—including security patching, hardware upgrades, and performance tuning—is performed in **scheduled, low-impact, off-peak windows (typically 2–4 AM Central Time)**. We coordinate closely with all vendors to ensure we have timely access to

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
<p>patches and hotfixes. In the rare event that emergency maintenance is required, we have established protocols and leverage our redundant architecture to perform the work without causing a service disruption.</p> <p><b>8. Version Control: Future-Proofing the Platform</b></p> <p>A platform is only as good as its currency. We are committed to preventing the creation of a new legacy system. We will maintain a continuous, meticulous tracking of all application, framework, and software versions. Our <b>annual Business Plan will include a proactive Version Control Roadmap</b> that outlines our plan for upgrades well before any component reaches its end-of-life. This ensures the platform remains secure, supportable, and capable of incorporating new innovations. Any upgrades required for immediate service continuity or to patch a critical security vulnerability will be executed immediately under our emergency maintenance protocols.</p> <p><b>9. Data Security Requirements: The Bedrock of Trust</b></p> <p>Security is not a feature; it is the absolute bedrock of citizen trust. Our multi-layered, Zero Trust security model will be implemented from day one and enhanced through every phase of the project.</p> <ul style="list-style-type: none"> <li>• <b>Regulatory Compliance:</b> Our environment is designed to be fully compliant with all State and Partner security standards, including <b>PCI-DSS (for payments)</b>, <b>HIPAA</b>, and <b>IRS 1075</b> for applicable services.</li> <li>• <b>Dedicated Security Leadership:</b> We will assign a dedicated <b>Information Security Officer (ISO)</b> to the Nebraska project. This individual is responsible for overseeing all security policies, managing our continuous monitoring and audit programs, and serving as the primary security liaison to the NSRB and the OCIO.</li> <li>• <b>Continuous Auditing and Validation:</b> Our security posture is not static; it is constantly validated. Our data centers undergo <b>annual third-party security certifications (e.g., SOC 2)</b>. We conduct <b>quarterly external and internal vulnerability scans and annual penetration tests</b> performed by independent, certified ethical hacking firms. The results of these tests are shared transparently with the NSRB.</li> </ul>					

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
<p>• <b>A Layered Defense:</b> Our security framework is a comprehensive, defense-in-depth model that includes <b>access control, application hardening, end-to-end encryption, operational security, and modern cryptography.</b></p>					
<p>As we move into <b>Phases 3 (Final Site Transition, start of Optimization &amp; Innovation) and 4 (Optimization and Innovation)</b>, this robust and agile technical foundation is what will allow us to confidently and securely deploy the next generation of AI-powered, proactive services. With us, Nebraska can be certain that the Portal's technical foundation is not just compliant, but is a strategic asset that is <b>resilient, secure, and future-ready.</b></p>					
<p><b>Part V. Section L. Software Design Requirements</b></p>					
RTM 16	Bidder must describe bidder's experience, understanding of, and plan for compliance with the Software Design requirements identified in the RFP.	YES			
<p><b>Bidder's Response:</b></p>					
<p>A foundational principle of our work is that superior software design is the silent partner to a great citizen experience. It's the invisible architecture of trust. When software is designed with empathy and precision, it becomes effortless for the user. A well-designed service doesn't need a manual; it intuitively guides the user to their goal, making them feel capable and respected. Our entire software design philosophy is built on this human-centered foundation.</p>					
<p>We recognize that the Nebraska.gov Portal must be more than just functional—it must be intentionally designed for <b>clarity, trust, transparency, and usability for every single Nebraskan</b>. Our successful track record of delivering government-grade software ensures that every application and system we develop for Nebraska will be compatible, secure, device-agnostic, and in full compliance with all NITC and OCIO standards. But more importantly, our design approach puts the <b>citizen experience (CX) first</b>, empowering our government partners to serve their constituents more effectively while ensuring every Nebraskan feels their government's digital front door is built for them.</p>					

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
<b>1. Hardware &amp; Software Compatibility: A Foundation of Seamless Integration</b>					
Our commitment is to provide and develop all necessary hardware and software to make the Portal fully operational, ensuring it integrates seamlessly into Nebraska's broader technology landscape.					
<ul style="list-style-type: none"> <li><b>Unyielding Compliance with State Standards:</b> All solutions we design, and build will strictly adhere to the most current <b>NITC and OCIO standards, policies, guidelines, and bulletins.</b> This is non-negotiable. It ensures that the Portal is a good citizen within Nebraska's central computing and telecommunications environment, able to interoperate smoothly and securely.</li> </ul>					
<ul style="list-style-type: none"> <li><b>Designing for Interoperability:</b> Our software design practices are built on an API-first principle, which emphasizes seamless and secure integration with Partner systems. This allows for smooth data exchange with existing databases, APIs, and even legacy applications, which is the key to breaking down silos and creating a truly unified experience for citizens.</li> </ul>					
<b>2. Content Management &amp; Workflow: Empowering Partners, Ensuring Governance</b>					
A modern digital platform requires a modern approach to content management. Our design empowers the true subject matter experts—the state and local agency staff—to manage their own information directly, while providing the State with robust tools for governance and oversight.					
<ul style="list-style-type: none"> <li><b>A Modern, Intuitive Content Management System (CMS):</b> We will deploy <b>Adobe Experience Manager (AEM)</b>, a world-class CMS that will allow designated content owners to directly and easily edit, update, and publish information such as schedules, public notices, and official documents.</li> </ul>					
<ul style="list-style-type: none"> <li><b>Granular, Role-Based Access and Customizable Workflows:</b> The system will feature sophisticated, role-based access control (e.g., Site Manager, Webmaster, Editor, Author, Reviewer). We will work with each agency to design and implement <b>customizable approval workflows</b> that match their specific governance requirements. As agency needs</li> </ul>					

RTM #		Bidder	Subcontractor / Affiliate	Third Party	No
<p>evolve, new roles can be defined and deployed. This powerful combination of features ensures both <b>efficiency for our partners and complete control for the State</b>, perfectly balancing agility with accountability.</p> <p><b>The Nebraska Experience:</b> The Department of Environment and Energy needs to post a time-sensitive public notice about a new water quality report. The designated author at the department logs into AEM, uses a pre-approved template to create the notice, and submits it for review. The workflow automatically notifies their supervisor, who reviews and approves the content on their mobile device. The notice is then automatically published to the website, sent to an email subscriber list, and pushed to a social media channel. The process is fast, secure, and fully auditable, empowering the agency to communicate with the public efficiently while maintaining full governance.</p>					
<p><b>3. The Citizen Experience (CX): Designing for Clarity, Predictability, and Trust</b></p> <p>Our software design process is fundamentally a <b>human-centered design (HCD)</b> process. It is guided by a relentless focus on creating intuitive, equitable, and consistent digital experiences that build trust with every click.</p> <ul style="list-style-type: none"> <li>• <b>A Centralized, Nebraska-First Design System:</b> Consistency is the bedrock of a trustworthy user experience. We will develop a comprehensive, centralized Design System Library for the State of Nebraska. This system, based on the proven U.S. Web Design System (USWDS) but tailored to Nebraska's brand and specific needs, will ensure design uniformity across all services.</li> <li>• <b>Shared Tools for Collaboration and Quality:</b> We will use <b>Figma-based shared UI kits</b> to create a library of reusable, pre-approved, and WCAG-compliant design patterns (buttons, forms, navigation elements, etc.). This ensures that every new service built by our team or a partner team starts from a foundation of excellence. * <b>Design and Accessibility QA in Every Sprint:</b> Our agile development process includes dedicated design and accessibility quality assurance checkpoints in every single sprint. This means we are not waiting until the end of a project to check for compliance; we are building it in from the very beginning.</li> </ul>					

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
<p>Our UX strategy is anchored on <b>clarity, predictability, and responsiveness</b>. A Nebraskan should never have to wonder how to complete a task. The design should feel familiar and predictable, even on the first visit. Consistency doesn't mean rigidity; it means citizens can <b>trust every interaction with Nebraska.gov</b>.</p>					
<p><b>4. Device-Agnostic, Accessible Applications: Digital Equity for All Nebraskans</b></p> <p>We are committed to ensuring that every Nebraskan can access government services, regardless of their device, their location, or their physical abilities.</p> <ul style="list-style-type: none"> <li>• <b>Mobile-First and Browser-Agnostic by Default:</b> All applications will be <b>browser-agnostic and device-agnostic</b>, designed to provide a flawless experience on desktops, tablets, and mobile devices (iOS and Android). Our development process follows a <b>Mobile-First approach</b>, meaning we design for the smallest screen first, which forces a focus on simplicity and clarity that benefits all users.</li> <li>• <b>Comprehensive Testing for the Real World:</b> We employ a <b>Comprehensive Testing Matrix</b> that covers all major browser and device combinations. But we go further, by conducting performance testing that specifically simulates the experience of users in <b>rural communities with lower-bandwidth connections</b>, ensuring our applications are optimized to be fast and responsive for everyone.</li> </ul>					
<p><b>5. Disciplined Change Management: Innovation with Stability</b></p> <p>Innovation must be balanced with stability. We will implement a <b>formal, ITIL-aligned change management process</b> that ensures every modification to the Portal is introduced in a controlled, predictable, and low-risk manner. Every proposed change will be accompanied by:</p> <ul style="list-style-type: none"> <li>• <b>A Thorough Risk and Impact Analysis:</b> We will assess the potential impact of the change on users, partners, and all other components of the IT environment.</li> <li>• <b>A Clear Implementation and Rollback Plan:</b> We will document the precise steps for implementation and, just as importantly, a clear plan for rolling back the change instantly if any unforeseen issues arise.</li> </ul>					

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
<ul style="list-style-type: none"> <li>• <b>NSRB Involvement and Approval:</b> The NSRB will be a key stakeholder in this process, with opportunities for <b>advance reviews, transparent reporting, and formal approval checkpoints</b> for all significant changes, ensuring governance is maintained at all times.</li> </ul>					
<p>Our software design approach combines rigorous technical compliance with a deep, empathetic commitment to the citizen experience. From NITC standards and interoperability to partner empowerment and disciplined change management, we will deliver a Portal foundation that is <b>secure, modern, and sustainable</b>. With our centralized design systems, WCAG-compliant UI kits, and mobile-first development, Nebraska.gov will not only meet the requirements of this RFP but will set a <b>new national benchmark for accessible, intuitive, and citizen-first government services</b>.</p>					
Part V. Section M. Software Ownership and Licensing	RTM 17	Bidder must describe bidder's experience, understanding of, and plan for compliance with the Software Ownership and Licensing requirements identified in the RFP. Bidder must submit applicable software license agreements with bidder's response.	YES	YES	YES
<p><b>Bidder's Response:</b></p> <p>We will operate on a foundational principle: <b>Nebraska's digital assets belong to Nebraska</b>. We fully respect, support, and champion the State's requirement for absolute ownership rights and the long-term, uninterrupted continuity of its digital ecosystem. We understand that Nebraska.gov is a public trust, an essential piece of state infrastructure. As such, all software, documentation, interfaces, and source code developed or managed by us for the operation of the Portal must remain perpetually accessible to the State, free of any ongoing licensing costs, restrictive terms, or vendor dependencies that would hinder Nebraska's future.</p> <p>Our approach is not merely to comply with this requirement, but to act as a diligent and transparent <b>steward</b> of the State's intellectual property. Our commitment is to ensure that Nebraska always retains the <b>perpetual, nonexclusive, royalty-free right-to-use license</b> for every single software component we deliver or manage. This is a cornerstone of our partnership, guaranteeing the State's sovereignty over its digital future.</p>					

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
<b>Our Unwavering Commitments to Nebraska's Ownership and Autonomy</b>					
Our entire operational and legal framework is designed to protect and empower the State, ensuring that Nebraska is never in a position of technological dependency.					
<b>1. A Perpetual, Unrestricted License for All Custom Code:</b>					
Every line of custom source code, every interface, every script, and every piece of documentation we create specifically for the State of Nebraska will be provided under a perpetual, nonexclusive, royalty-free right-to-use license.					
<ul style="list-style-type: none"> <li>• <b>What this means for Nebraska:</b> The State will have the permanent and unrestricted right to use, modify, maintain, and enhance all custom-developed software, forever. There will be no recurring license fees for the work we perform. Whether during our contract or a hundred years from now, the code we build for Nebraska is yours to command. This is the ultimate protection against vendor lock-in.</li> </ul>					
<b>2. Absolute Transparency and Access to All Digital Assets:</b>					
Ownership is meaningless without access and understanding. We are committed to radical transparency in our development and documentation processes.					
<ul style="list-style-type: none"> <li>• <b>Complete Documentation and Version History:</b> We will maintain and deliver complete, comprehensive documentation for all software, including detailed architectural diagrams, operational runbooks, and a full version history. This ensures that the State's technical teams, or any future partner, can understand, maintain, and build upon our work with clarity and confidence.</li> </ul>					
<ul style="list-style-type: none"> <li>• <b>Structured, Accessible Code Repositories:</b> All source code will be governed by a structured version control process (e.g., Git) in a repository fully accessible to the State. This provides a transparent, auditable, and immutable record of every change made to the software.</li> </ul>					

RTM #		Bidder	Subcontractor / Affiliate	Third Party	No
<b>3. Diligent Stewardship and Proactive Maintenance:</b>					
As your partner, we will assume full responsibility for the proactive maintenance and stewardship of all Portal hardware and software throughout the contract term. This is a critical part of protecting the value of the State's asset.					
<ul style="list-style-type: none"> <li><b>Ensuring Longevity and Security:</b> Our maintenance protocol includes diligent security patching, timely version upgrades, continuous performance tuning, and proactive security hardening to keep all systems current, reliable, and secure against emerging threats.</li> <li><b>Future-Proofing the State's Investment:</b> As new technologies emerge and citizen expectations evolve, we will recommend and implement enhancements. Crucially, any such enhancements will be implemented in a way that ensures the State's perpetual rights are always preserved and extended to the new functionalities. We are committed to ensuring the platform never becomes a technological dead end. 4. Clear and Unambiguous Third-Party Licensing: We will utilize best-of-breed third-party software (e.g., the Adobe Experience Cloud) to accelerate innovation and provide world-class capabilities. We will manage these licenses with complete transparency.</li> <li><b>No Interference with State Rights:</b> We will ensure that no third-party licensing terms ever interfere with or encumber Nebraska's perpetual ownership rights to all the custom code and configurations we build on top of or alongside these platforms.</li> <li><b>Full Disclosure:</b> All applicable third-party software license procurement agreements will be submitted with our response for the State's review, ensuring there are no hidden terms or future liabilities.</li> </ul>					

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
<b>Part V. Section N. Escrow Requirements</b>					
RTM 18	Bidder must describe bidder's experience, understanding of, and plan for compliance with the Escrow requirements identified in the RFP.	<b>YES</b>		<b>YES</b>	
<b>Bidder's Response:</b>					
<p>Nebraska.gov is not just a website, it is the digital front door to government for every citizen, business, and community in the state. Ensuring uninterrupted access to these essential services is our highest and most solemn priority. That is why we view the escrow requirement not simply as a contractual clause, but as a critical <b>safeguard for citizen experience and public trust.</b></p>					
<p>An escrow agreement is the ultimate guarantee of continuity. It is the State's insurance policy, ensuring that no disruption in vendor performance—whether due to unforeseen business challenges, natural disasters, or the simple conclusion of a contract—will ever compromise the ability of Nebraskans to access the records, services, and transactions they depend on. Our approach to escrow is therefore meticulous, transparent, and designed to provide the State with absolute peace of mind.</p>					
<p><b>Our Approach: From Contractual Compliance to Citizen Experience Assurance</b></p> <p>Our escrow program is designed to be a cornerstone of our partnership, providing the NSRB with the tangible assurance that Nebraska's digital assets are always under its ultimate control.</p>					
<p><b>1. A Partnership in Selecting the Escrow Agent:</b></p> <p>We will collaborate transparently with the NSRB to select a mutually agreed-upon, reputable, and experienced escrow agent. We will assume responsibility for covering all escrow-related costs, ensuring there is no financial burden to the State. The escrow agreement itself will be drafted in plain language, with clear, unambiguous instructions for the immediate and</p>					

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
complete release of all materials to the State upon specific triggers, such as contract termination, expiration, or our inability to perform our duties.					

## 2. Comprehensive and Diligent Monthly Deposits:

Our commitment goes beyond simply depositing source code. Each monthly deposit into the secure escrow account will be a complete, self-contained package designed to empower the State to immediately take over, maintain, and enhance the systems if ever required. Each deposit will include:

- **All Source Code:** The complete, most current, production-ready source code for every custom application and service.
- **Complete Technical Documentation:** This includes detailed architectural diagrams, operational runbooks, API documentation, and clear, commented build instructions.
- **All Necessary Data and Scripts:** Any scripts, database schemas, or other digital assets required to compile, deploy, and run the software.
- **A Guarantee of Integrity:** Every deposit will be certified as being **virus-free, version-controlled, and an exact match of** the code currently running in the production environment.

## 3. Unquestioned Verification and Radical Transparency:

Trust must be verifiable. The NSRB will have the right to request a full verification of the escrowed materials at any time. We will actively and enthusiastically support these verification activities, providing our technical staff and any necessary resources to ensure the process is smooth and conclusive. This open approach provides the NSRB with full transparency and confidence that the materials held in escrow are complete, current, and fully functional.

## 4. Disciplined Lifecycle Management of Escrowed Materials:

The escrow repository will be a living, breathing reflection of the production environment. Superseded or outdated versions of code may only be removed from escrow if they are simultaneously replaced by the latest, production-validated version. This

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
disciplined lifecycle management ensures that the State always has access to the most current and operationally sound version of its software, eliminating the risk of receiving outdated or non-functional code.					

### 5. Clear and Rapid Release Conditions:

Upon a contract trigger event—be it termination, expiration, or our inability to perform—the escrow agent will be contractually obligated to release the complete repository to the State within 30 days. The materials will be delivered in a State-approved, industry-standard format for immediate usability, ensuring a swift and orderly transition of control.

### What Escrow Means for the Citizens of Nebraska

Ultimately, this entire process is about the people. Escrow is the mechanism that guarantees the continuity of the citizen experience.

- **It Protects Citizen Access to Critical Services:** A farmer renewing a time-sensitive permit or a family applying for benefits should never have to worry about vendor business issues. Escrow ensures that these services will always be available, no matter what.
- **It Eliminates Downtime Risk Tied to Vendor Dependency:** The State is never held hostage by its vendor. Escrow provides the keys to the kingdom, ensuring Nebraska can always keep the lights on.
- **It Safeguards Trust in Nebraska.gov:** By guaranteeing that the digital front door to government will always be open, escrow reinforces the perception of Nebraska.gov as a reliable, modern, and secure gateway. It is a powerful statement that the State has planned for every contingency to ensure it can always fulfill its duties to its citizens.

*The Nebraska Experience: Imagine a future transition to a new Network Manager at the end of our contract. Because of our rigorous escrow process, the new vendor doesn't have to start from scratch. They receive a complete, fully documented, and operational copy of the entire platform. This allows them to get up to speed in weeks, not months, resulting in a transition that*

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
<p><i>is seamless and completely invisible to a small business owner who is simply trying to file their quarterly taxes online. That is the real-world impact of a well-executed escrow program.</i></p>					
RTM 19	Bidder must describe bidder's experience, understanding of, and plan for compliance with the Transition Plan requirements identified in the RFP.	<b>YES</b>			
<p><b>Bidder's Response:</b></p> <p>We understand that the 30-day transition is the single most critical moment in this entire program. It is the foundation upon which all future success is built. We recognize that Nebraska.gov is a mission-critical asset, a vital conduit for services that impact the daily lives of citizens and the operations of businesses across the state. Therefore, our transition plan is architected with one overarching, non-negotiable goal: to execute a handover so seamless, so stable, and so meticulously planned that it is <b>completely invisible to the citizens of Nebraska</b>.</p>					

This plan is not a separate, standalone task; it is the formal execution of **Phase 0: Transition & Transparency** from our Solution Summary. This initial phase is designed to **go through discovery** and build immediate confidence with the NSRB and all stakeholders by demonstrating our capacity for disciplined execution, radical transparency, and proactive risk mitigation from the very first day. We have managed numerous complex, large-scale government transitions—including for mission-

RTM #		Bidder	Subcontractor / Affiliate	Third Party	No
	<p>critical systems within the Department of Defense—and we bring that battle-tested discipline and expertise to ensure Nebraska experiences a smooth, disruption-free start to this new chapter.</p> <p>Our approach is not based on a single optimistic path to success. It is a multi-layered strategy with redundant plans, ensuring that we can guarantee a successful outcome regardless of the circumstances we encounter.</p> <p><b>Plan A: The Preferred Path of Proactive, Collaborative Partnership</b></p> <p>Our first, preferred, and most efficient approach is to forge a professional and <b>proactive collaboration with the incumbent contractor, TylerTech</b>. We believe that working together constructively is in the best interest of the State of Nebraska, and we will extend every professional courtesy to facilitate a smooth and comprehensive handover.</p> <ul style="list-style-type: none"> <li>• <b>Joint Planning &amp; Shared Knowledge Transfer:</b> We will immediately initiate joint planning sessions to map out a coordinated transition schedule. We will work side-by-side with the incumbent to gain access to sites, equipment, and all necessary materials.</li> <li>• <b>On-the-Job Training (OJT) and Shadow Operations:</b> Our experienced, pre-assigned technical team will immediately begin shadowing the incumbent's operational and maintenance tasks. This OJT process allows our team to absorb critical institutional knowledge and operational nuances without disrupting any live services.</li> <li>• <b>Open Communication Channels:</b> We will establish clear and open lines of communication with our counterparts to ensure a swift and efficient transfer of all necessary passwords, security data, technical documentation, and support processes.</li> </ul> <p>This collaborative path represents the ideal scenario, and we are committed to pursuing it with professionalism and good faith. However, our guarantee of a seamless transition is not dependent on it.</p> <p><b>Plan B: The Independent Execution &amp; Risk Mitigation Guarantee</b></p>				

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
	<p>While we will strive for collaboration, we are fully prepared to execute a flawless transition independently. Our <b>comprehensive risk mitigation strategy</b> is our guarantee to the State that we can and will succeed even with zero cooperation from the incumbent. This is our "Plan B," and it is just as robust as our "Plan A."</p> <ul style="list-style-type: none"> <li>• <b>Deep Forensic Analysis &amp; Digital Blueprinting:</b> Our specialized transition team will immediately commence a deep forensic analysis of the entire Nebraska.gov ecosystem. This is far more than a simple inventory. We will create a comprehensive "digital blueprint" that maps every application, every hidden dependency, every API call, every database schema, and every scheduled job. This meticulous process ensures we have a complete and exhaustive understanding of the environment, eliminating the risk of "gotchas" or undocumented features.</li> <li>• <b>"Dark Launch" and Full Parallel Operations:</b> This is the cornerstone of our risk mitigation strategy. Once we have established our own hosting environment, we will not simply "flip a switch" at the end of 30 days. We will instantiate the entire Portal and run it in a "<b>dark launch</b>" mode, <b>operating in full parallel with the incumbent's live system.</b> We will use network tools to send a copy of live production traffic to our environment. This allows us to:</li> </ul> <p><b>Validate Performance Under Load:</b> We can see exactly how our systems perform using real-world traffic patterns.</p> <p><b>Verify Every Transaction:</b> We can process every transaction in parallel and compare the results, ensuring our systems are producing identical, correct outcomes.</p> <p><b>Confirm Data Integrity:</b> We can validate every data lookup and every report, guaranteeing a 100% match with the live system. This parallel operation, invisible to the public, allows us to meticulously test, validate, and perfect our environment with zero risk to live services. The final cutover only occurs after we have proven, with empirical data, that our system is performing flawlessly.</p> <ul style="list-style-type: none"> <li>• <b>A Proven, Incremental Migration Methodology:</b> We will not perform a monolithic, high-risk "big bang" cutover. We will utilize a proven, incremental approach, migrating individual services or partner applications in a controlled, phased manner during scheduled, low-impact maintenance windows. This dramatically reduces the "blast radius" of any potential issue and allows for immediate rollback if necessary.</li> </ul>				

RTM #	RTM #	Bidder	Subcontractor / Affiliate	Third Party	No
<b>Plan C: The Human Framework of Communication and Accountability</b>					
<p>Underpinning both Plan A and Plan B is our human-centered framework for managing the transition. Technology is only part of the equation; clear communication and accountability are paramount.</p> <ul style="list-style-type: none"> <li><b>A Dedicated, Empowered Transition Manager:</b> From day one, the NSRB will have a single point of contact: a dedicated and experienced Transition Manager. This individual is empowered to marshal all necessary resources and is wholly accountable for the success of the transition.</li> <li><b>The Live Transition Dashboard:</b> Transparency is not just a promise; it's a deliverable. We will provide the NSRB and key stakeholders with access to a <b>live, secure, online Transition Dashboard</b>. This dashboard will provide a real-time view of our progress against all key milestones, an updated risk register, and a log of all partner communications.*</li> <li><b>Proactive Partner and Stakeholder Communication:</b> We will execute a proactive and structured communication plan to ensure every state and local government partner feels informed, prepared, and confident. They will know exactly what to expect and when, and who to contact with any questions.</li> </ul>					

### Transition-Out: A Commitment to Nebraska's Long-Term Success

Our commitment to a professional transition extends to the end of our own contract. We view an orderly and cooperative transition to a successor Network Manager as a final deliverable of our service. We will provide complete documentation, structured knowledge transfer sessions validated by testing, and our full, good-faith cooperation to ensure the integrity of Nebraska.gov is preserved, protecting the State's investment for the long term.

### What This Means for Nebraskans:

This obsessive, multi-layered planning process translates into a simple, powerful promise to the people of Nebraska: the services you rely on will continue to work, without interruption. A small business owner filing their taxes, a parent accessing school records, or a farmer renewing a permit will experience a digital government that is stable, reliable, and seamless—

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No						
before, during, and after the transition. By mitigating every conceivable risk, we ensure that <b>Phase 0</b> is not a period of uncertainty, but a powerful first step in building a new foundation of trust <b>uncovering vital workstreams and dependencies</b> .											
<b>Part V. Section P. End of Contract Provisions</b>											
<table border="1"> <tr> <td>RTM 20</td> <td>Bidder must describe bidder's experience, understanding of, and plan for compliance with the End of Contract provisions identified in the RFP.</td> <td><b>YES</b></td> <td><b>YES</b></td> <td><b>YES</b></td> <td></td> </tr> </table>						RTM 20	Bidder must describe bidder's experience, understanding of, and plan for compliance with the End of Contract provisions identified in the RFP.	<b>YES</b>	<b>YES</b>	<b>YES</b>	
RTM 20	Bidder must describe bidder's experience, understanding of, and plan for compliance with the End of Contract provisions identified in the RFP.	<b>YES</b>	<b>YES</b>	<b>YES</b>							
<p><b>Bidder's Response:</b></p> <p>One of our guiding principles behind our approach is that we view the beginning and the end of a contract with the same profound sense of responsibility. We recognize that the stability of Nebraska.gov—and the public's trust in it—depends just as much on how smoothly responsibilities are assumed at the start as on how professionally they are handed off at the end. Our commitment to the State of Nebraska extends beyond the term of our own service; it is a commitment to the long-term, uninterrupted success of this vital public asset.</p>											
<p>We are fully committed to ensuring that services under the current contract transition seamlessly to us, and that when our own term concludes, we will manage the handover to a successor with <b>unwavering professionalism, radical transparency, and a guarantee of zero disruption for citizens or government partners</b>. Our approach is designed to protect the State's investment and ensure the continuity of service for every Nebraskan is always the paramount concern.</p>											
<p><b>Data Ownership and Stewardship: Protecting Nebraska's Digital Sovereignty</b></p> <p>Our philosophy is simple and absolute: <b>the State and its Partners retain full and permanent ownership of all Partner data</b>. We are merely the custodians, and our duty is to protect this data with the utmost integrity.</p>											

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
	<ul style="list-style-type: none"> <li><b>During the Initial Transition:</b> At the conclusion of the current contract, we will work in close, good-faith collaboration with the incumbent vendor to ensure all State and Partner data is transferred to our platform in a <b>usable, secure, and mutually agreed-upon format</b>. Our meticulous transition plan, as detailed in RTM 19, includes comprehensive data validation and reconciliation steps to guarantee a flawless and complete transfer.</li> <li><b>At the End of Our Contract:</b> At the end of our own contract, we will execute a swift and secure data handoff. Upon NSRB direction, we will transfer all data to the State or its designated successor. Following this, we will <b>securely erase, destroy, and certify the complete and permanent disposal of all backup copies</b> of State or Partner information from our systems within 30 days. This ensures there is no residual retention of Nebraska's sensitive data and provides a clean slate for the future, guaranteeing the State's digital sovereignty.</li> </ul> <p><b>Software, Escrow, and the Guarantee of Technical Continuity</b></p> <p>Our commitments regarding software ownership and escrow (detailed in RTM 17 and 18) are central to a smooth end-of-contract transition.</p> <ul style="list-style-type: none"> <li><b>Seamless Transfer of Escrowed Assets:</b> As the new Network Manager, we will assume full responsibility for all custom code and configuration escrow obligations. At the conclusion of a future contract, we will ensure the NSRB or its successor receives all escrowed custom code, documentation, and build instructions within 30 calendar days, as stipulated.</li> <li><b>Proactive Support for a Successor:</b> To ensure a smooth technical handover, we will provide secure, read-only access to our software repositories and documentation for review by a successor vendor during the transition period. This act of professional courtesy and transparency is designed to dramatically accelerate their learning curve and reduce transition risk for the State.</li> </ul> <p>All this assume that existing SaaS platform licensing would be continued.</p> <p><b>Uninterrupted Continuity of Operations: The Citizen-First Promise</b></p>				

RTM #		RTM #	Bidder	Subcontractor / Affiliate	Third Party	No
	<p>Our most important commitment is to the people of Nebraska. Digital government services must remain "always on," especially during periods of administrative change.</p> <ul style="list-style-type: none"> <li><b>Executing a Seamless Initial Takeover:</b> As the current contract concludes, we will execute our structured, multi-layered transition plan (detailed in RTM 19) to assume full responsibility for all Portal operations within the 30-day window, ensuring no disruption of service.</li> <li><b>Guaranteeing Stability During a Future Handoff:</b> Should the NSRB choose to transition to a new partner at the end of our contract, we are committed to ensuring absolute continuity. We will continue to manage and operate the Portal at the highest level of service under the existing fee arrangements.</li> <li><b>A Focused, "Sustain and Support" Mode:</b> During this extended transition period, our operational posture will shift. We will <b>cease all new development</b> and focus our entire team and all resources exclusively on two objectives: 1) Maintaining the absolute stability, security, and performance of all live services, and 2) Providing our full and proactive cooperation and support to the incoming vendor's transition team.</li> </ul>					

### A Professional and Cooperative Transition: The Final Deliverable

We view a professional and orderly handoff as the final deliverable of our service. It is the last and most lasting demonstration of our character and our commitment to Nebraska's success.

- Good-Faith Partnership:** We will work in good faith and with complete professionalism with the NSRB and any incoming vendor to ensure a transition that is orderly, documented, and transparent.
- Structured Knowledge Transfer:** We will not simply hand over documents. We will conduct a series of structured knowledge transfer sessions, workshops, and shadowing opportunities, validated by clear testing and Q&A sessions to confirm the new team's understanding and readiness.
- Preserving the Integrity of the Platform:** Throughout any transition, our primary duty is to preserve the **integrity, security, and performance** of Nebraska.gov.

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No					
We view the responsibilities at the end of a contract with the same gravity as those at the beginning. By respecting data ownership, complying with all transfer and escrow provisions, guaranteeing operational continuity, and working as a transparent and professional partner, we ensure that Nebraska.gov remains a <b>resilient, secure, and citizen-first platform</b> —throughout our tenure and long after.										
<b>Part V. Section Q. Guarantor</b>										
RTM 21 Bidder must describe bidder's understanding of and plan for compliance with the Guarantor provisions identified in the RFP.										
<b>Bidder's Response:</b>										
We are independently owned entity and is not applicable to us.										
<b>Part V. Section R. Penalty</b>										
RTM 22	Bidder must describe bidder's understanding of, and plan for compliance with the Penalty provisions identified in the RFP.	<b>YES</b>	<b>YES</b>	<b>YES</b>						
<b>Bidder's Response:</b>										
We will work with NSRB to work within their defined and mutually agreed guideline and contractual agreement from penalty perspective, once the contract is awarded to us.										
<b>Other</b>										
RTM 23	Bidder must describe bidder's understanding of and plan for compliance with the most current version of the State's NITC Technical Standards and Guidelines available at: <a href="https://nitc.nebraska.gov/standards/">https://nitc.nebraska.gov/standards/</a> .	<b>YES</b>								
<b>Bidder's Response:</b>										

RTM #		Bidder	Subcontractor / Affiliate	Third Party	No
<p>We operate and believe that the <b>Nebraska Information Technology Commission (NITC) Technical Standards and Guidelines</b> are far more than a set of rules; they are the carefully considered architectural blueprint for the State's entire digital governance framework. These standards are the essential ingredient for ensuring consistency, security, accessibility, and interoperability across all state systems.</p> <p>Therefore, our commitment to these standards is absolute and foundational. We view compliance not as a contractual obligation to be met, but as a <b>strategic enabler</b> of our core mission. Adhering to these standards is essential to building a <b>modern, secure, and trusted Portal that elevates Nebraska's digital reputation and strengthens the bond of trust with every citizen</b>. By embracing these standards, we ensure that Nebraska.gov is not an isolated island, but a seamlessly integrated and exemplary part of the State's broader digital ecosystem.</p>					

### Our Understanding: Standards as the DNA of a Trusted Digital Brand

We have thoroughly reviewed the most current NITC Technical Standards and Guidelines available at the official NITC website. We understand that these standards encompass a wide range of critical areas, including, but not limited to:

- **Accessibility:** Ensuring all Nebraskans, regardless of ability, have equal access.
- **Security:** Establishing a robust and consistent security posture to protect state and citizen data.
- **Data Management:** Defining the proper handling and governance of public information.
- **Disaster Recovery & Hosting:** Guaranteeing the resilience and availability of critical services.
- **Project Status Reporting:** Ensuring transparency and accountability in all development efforts.
- **Interoperability:** Enabling different systems and agencies to work together seamlessly.

Our comprehensive plan ensures that every service, application, and piece of infrastructure we deliver is designed, built, and maintained in full and enthusiastic alignment with these statewide policies.

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
<b>Our Compliance Approach: Weaving Standards into Every Action</b>					
Compliance for us is not a final check, but a continuous process woven into the fabric of our daily operations.					
<p><b>1. Proactive Governance and Intrinsic Alignment:</b></p> <p>From day one, we will establish a compliance framework that explicitly maps every relevant NITC standard to our internal processes across the entire service lifecycle—from initial software design and development to hosting, data security, and accessibility testing. NITC compliance checkpoints will be integrated into every stage of our project management and agile development cycles, making adherence an intrinsic part of our workflow, not an afterthought.</p> <p><b>2. Exceeding Accessibility &amp; User-Centered Design Standards:</b></p> <p>The NITC's commitment to accessibility is a goal we share and seek to exceed.</p> <ul style="list-style-type: none"> <li>• <b>Beyond the Baseline:</b> We will ensure full <b>WCAG 2.1 AA and Section 508 compliance</b> as our baseline. However, our human-centered design process compels us to go further by conducting direct usability testing with Nebraskans of varying abilities to ensure our services are not just compliant, but genuinely usable and frustration-free.</li> <li>• <b>A Unified Design System:</b> Our centralized <b>Nebraska-First Design System</b> will have NITC accessibility and usability guidelines baked into its core components. This ensures that every new feature or application automatically starts from a foundation of compliance and excellence.</li> </ul> <p><b>3. A Partnership in Security &amp; Data Protection:</b></p> <p>We will be vigilant partners in upholding NITC security standards.</p> <ul style="list-style-type: none"> <li>• <b>Adherence to State Frameworks:</b> Our security architecture, including encryption, secure communications, and Zero Trust principles, will be fully compliant with NITC security standards.</li> </ul>					

RTM #		RTM #	Bidder	Subcontractor / Affiliate	Third Party	No
<ul style="list-style-type: none"> <li><b>Transparent Validation:</b> We will perform quarterly vulnerability scans and annual penetration tests, consistent with NITC requirements, and share the results transparently with the NSRB and the OCIO.</li> </ul>						
<p>4. Championing Interoperability &amp; Integration:</p> <p>A government that works for its citizens is one where agencies can work together.</p>						
<ul style="list-style-type: none"> <li><b>Seamless System Integration:</b> We will ensure all our systems comply with <b>NITC interoperability standards</b>, designing our APIs and data exchange formats (XML, JSON, etc.) to facilitate smooth and secure integration with state legacy systems, databases, and partner applications. This technical alignment is what makes a "one-stop-shop" citizen experience possible.</li> </ul>						
<p>5. Transparent Monitoring &amp; Reporting:</p> <p>Our commitment to radical transparency is perfectly aligned with NITC reporting standards. We will maintain compliance dashboards and provide regular, structured reporting to the NSRB in the formats required by NITC for Enterprise Project Status Reporting.</p>						
<p><b>Why Compliance Matters to the People of Nebraska</b></p> <p>By embedding our operations so deeply within the NITC framework, we ensure that Nebraska.gov becomes a shining example of the State's commitment to quality, consistency, and security. For a citizen, this translates into a tangible, trustworthy experience.</p> <ul style="list-style-type: none"> <li><b>A Consistent and Predictable Experience:</b> When all digital services adhere to the same standards, it creates a sense of familiarity and predictability that builds user confidence and reduces confusion.</li> </ul>						

RTM #	RTM #	Bidder	Subcontractor /Affiliate	Third Party	No
<ul style="list-style-type: none"> <li><b>The Assurance of Security:</b> Citizens can trust that their personal and financial data is being protected by a robust, statewide security standard, not just a single vendor's policy.</li> <li><b>The Promise of Accessibility:</b> Adherence to NITC standards is a public promise that the State of Nebraska is committed to providing equitable digital access for all its citizens.</li> <li><b>A More Efficient Government:</b> Interoperability standards mean agencies can share data more effectively, which translates into faster, more streamlined services for the public.</li> </ul>	<p>We are committed to being more than compliant; we will be champions of the NITC standards. We will treat them as a strategic enabler of the security, usability, and trust that will define the new Nebraska.gov. Through proactive governance, rigorous monitoring, and citizen-centered design, we will ensure the Portal not only meets the standards but uses them to <b>elevate the State's digital reputation and strengthen public confidence in every interaction.</b></p>				
RTM 24	Bidder must describe bidder's understanding of and plan for coordination with the OCIO as identified in the RFP.	<b>YES</b>			

**Bidder's Response:**

Our core belief is that The **Office of the Chief Information Officer (OCIO)** is the central pillar of governance, strategy, and technical alignment for Nebraska's entire enterprise IT ecosystem. We recognize that for the Nebraska.gov Portal to be truly successful, it cannot operate in a silo. It must function as a seamless, secure, and strategic component of the State's broader technology vision.

Therefore, our approach to coordinating with the OCIO is not based on a simple reporting relationship, but on a deep and proactive **strategic partnership.** We have extensive experience working within the complex governance structures of state and federal governments, and we know that a strong, collaborative relationship with the CIO's office is paramount. We are committed to maintaining a close, transparent, and proactive partnership with the Nebraska OCIO to ensure every aspect of

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
	<p>The Portal's operations—from high-level security architecture to day-to-day DNS changes—is in perfect alignment with statewide policies, technical standards, and security frameworks.</p> <p>Our plan for coordination is built on a foundation of mutual respect, shared goals, and a "no surprises" philosophy.</p> <p><b>A Framework for Deep and Continuous Collaboration</b></p> <p>Our engagement model with the OCIO is designed to be proactive and multi-faceted, ensuring alignment at every level.</p> <p><b>1. Strategic &amp; Governance Alignment:</b></p> <p>We see ourselves as a key partner in helping the OCIO achieve its strategic objectives.</p> <ul style="list-style-type: none"> <li>• <b>Unyielding Adherence to State Policy:</b> We will operate in full and enthusiastic compliance with all OCIO policies, procedures, and the NITC Technical Standards. This is our foundational commitment.</li> <li>• <b>Active Participation in Governance:</b> We will actively participate in all relevant OCIO governance activities, architectural review boards, and strategic planning sessions. Our goal is to provide valuable insights from the front lines of citizen interaction that can help inform enterprise-wide decisions, while also ensuring the Portal's roadmap remains in lockstep with the OCIO's priorities.</li> </ul> <p><b>2. Seamless Technical &amp; Operational Collaboration:</b></p> <p>Our technical teams will work as a single, integrated unit with their OCIO counterparts.</p> <ul style="list-style-type: none"> <li>• <b>A "One Team" Approach to Infrastructure:</b> We will coordinate all technical operations, including DNS management, hosting configurations, and infrastructure requests, directly and collaboratively with OCIO teams. We will establish clear points of contact and streamlined processes to ensure these requests are handled efficiently and correctly.</li> </ul>				

RTM #		Bidder	Subcontractor / Affiliate	Third Party	No
<ul style="list-style-type: none"> <li><b>A Partnership in Security:</b> We will work hand-in-glove with the OCIO's security team on all matters of cybersecurity. This includes joint planning for secure communications, VPN access, and firewall rule management to protect the State's network. We will transparently share the results of our vulnerability scans and penetration tests, and we will partner on incident response planning and drills to ensure a coordinated defense of Nebraska's digital assets. *</li> </ul>					
<p><b>Change Management:</b> We will engage the OCIO in our formal change management process, ensuring they have advance visibility and provide input on all major project releases, system upgrades, or architectural changes. This ensures that our innovations never inadvertently disrupt other parts of the State's enterprise environment.</p>					
<p><b>3. Radical Transparency and Proactive Communication:</b></p> <p>A successful partnership is built on trust, and trust is built on open, honest, and proactive communication.</p> <ul style="list-style-type: none"> <li><b>A Dedicated OCIO Liaison:</b> To ensure communication is always clear, consistent, and streamlined, we will assign a dedicated senior leader from our team to serve as the <b>primary OCIO Liaison</b>. This individual will be the OCIO's single point of contact, responsible for ensuring that the OCIO's needs are met and that its guidance is implemented across our entire team.</li> <li><b>Complete and Proactive Visibility:</b> We will provide the OCIO with full visibility into our operations. This includes access to our real-time performance dashboards, our project management systems, and our service enhancement roadmaps. Our philosophy is to share information proactively, ensuring the OCIO is always informed and never surprised.</li> <li><b>Unwavering Responsiveness:</b> We are committed to responding promptly, thoroughly, and transparently to any and all OCIO information requests, reinforcing our role as a trusted and reliable partner.</li> </ul> <p><b>Why This Partnership Matters to the People of Nebraska</b></p> <p>This deep, strategic coordination with the OCIO is not just a technical or administrative necessity; it directly translates into a better, safer, and more reliable experience for the citizens of Nebraska.</p>					



RTM #	RTM #	Bidder / Affiliate	Subcontractor / Affiliate	Third Party	No
<ul style="list-style-type: none"> <li><b>A Consistent, Trustworthy Experience:</b> When the Portal is perfectly aligned with enterprise IT policies, it ensures that citizens experience a consistent and predictable interaction with their government, no matter which agency or service they are accessing. This consistency is a powerful builder of public trust.</li> <li><b>Enhanced Security and Data Protection:</b> A joint, collaborative approach to cybersecurity creates a much stronger and more resilient defense for sensitive citizen data.</li> <li><b>A More Efficient and Effective Government:</b> By ensuring the Portal can seamlessly and securely interoperate with other state systems, we help break down agency silos. This is the technical foundation that enables a true "one-stop-shop" experience for citizens, saving them time and reducing frustration.</li> </ul>	<p><b>The Nebraska Experience:</b> The OCIO is leading a statewide initiative to implement a new, more secure single sign-on (SSO) identity standard for all state applications. Because of our deep partnership, we are involved in the planning from the very beginning. Our technical architects work with the OCIO's team to ensure the new Portal is designed from the ground up to be fully compliant with the new standard. When the new SSO system is ready to launch, its integration with Nebraska.gov is seamless. A citizen who creates an account to renew their driver's license can then use that same secure login to access services from the Department of Revenue and the Department of Health and Human Services. This is the kind of frictionless experience that is only possible through deep, strategic collaboration between the Network Manager and the OCIO.</p>	<p>We confirm our full and unwavering commitment to working in a <b>true partnership with the OCIO</b>. We will be more than a vendor; we will be a trusted collaborator, a strategic advisor, and a dedicated partner in execution. We will integrate OCIO oversight into our governance, maintain open and honest communication, and ensure that all Portal operations are fully and enthusiastically aligned with the State's enterprise IT strategies and standards, all in service of delivering a better digital experience for every Nebraskan.</p>	<p>YES</p>		
RTM 25	Bidder must provide suggested new ideas, technologies, and functionality for the Portal. Bidder must also include any terms and conditions and pricing applicable to such suggestions.				

RTM #	Bidder's Response:				
	RTM #	Bidder	Subcontractor / Affiliate	Third Party	No

**Our approach to Nebraska.gov is rooted in the belief that a digital platform is not a static project to be completed, but a **living, evolving ecosystem** that must continually adapt to the changing needs and expectations of its citizens. We believe that true partnership involves not just delivering on today's requirements, but actively anticipating the challenges and opportunities of tomorrow. Our **innovation mentality** is a core part of our service promise: we understand that "go-live" is just the beginning of the journey. To truly deliver lasting value, the Portal must be a platform for **front-running initiatives** and new capabilities that keep Nebraska.gov relevant, compelling, and trusted for years to come.**

Our **Phased Framework** and **agile methodology** are the engines that make this continuous innovation possible. The modern, composable architecture we will build in Phase 1 is not just for stability; it is designed for agility. It allows us to rapidly prototype, test, and scale new ideas in response to citizen feedback and emerging technologies. Our agile framework enables us to evaluate and prioritize these new initiatives in partnership with the NSRB, ensuring that we are always investing in enhancements that deliver the maximum possible value to the people of Nebraska.

Here are some of the key innovations we propose to explore and implement as we move through our Phased Framework, particularly in **Phases 3 (Final Site Transition, start of Optimization & Innovation) and 4 (Continuous Innovation & Local Empowerment)**.

**1. The AI-Powered Digital Assistant: A 24/7 Guide for Every Nebraskan**

Our vision is to make government services feel less like navigating a bureaucracy and more like having a helpful conversation. We will develop and deploy a sophisticated, AI-powered digital assistant (chatbot) that is accessible from every page of the Portal.

- **Functionality:** This is more than a simple FAQ bot. It will be a conversational agent capable of understanding natural language, simplifying complex navigation, answering specific questions in real-time ("Where do I find the form to renew my contractor's license?"), and even guiding users through multi-step transactions.

RTM #		Bidder	Subcontractor / Affiliate	Third Party	No
<ul style="list-style-type: none"> <li><b>Inclusivity by Design:</b> The assistant will be designed from the ground up to be <b>multilingual and fully accessible</b>, ensuring that all Nebraskans can receive immediate assistance in the way that works best for them.</li> <li><b>Citizen Experience Value:</b> This innovation builds profound confidence. It makes every interaction feel seamless, supportive, and human-like, ensuring that no citizen ever feels lost or abandoned on the site.</li> </ul>					
<h2>2. Personalized Citizen Dashboards: From Transactional to Relational</h2> <p>We will transform the citizen's relationship with their government from a series of disconnected, one-time transactions into a continuous, supportive relationship.</p> <ul style="list-style-type: none"> <li><b>Functionality:</b> We will create a secure, unified login experience that leads to a personalized dashboard. This "My Nebraska" dashboard will provide tailored reminders for upcoming renewals, permit expirations, and filing deadlines. *</li> <li><b>Predictive Support:</b> Using intelligent automation, the dashboard can deliver <b>predictive nudges</b> that help citizens avoid missed obligations or discover benefits they may be eligible for, fundamentally reducing the "cognitive burden" of engaging with government.</li> </ul>					
<ul style="list-style-type: none"> <li><b>Citizen Experience Value:</b> This feature strengthens the ongoing relationship between citizens and the State. It changes the dynamic from the citizen having to remember everything, to the government acting as a helpful, proactive partner in their success.</li> </ul>					
<h2>3. Next-Generation Enterprise Search: Finding Anything, Instantly</h2> <p>A frustrating search experience is one of the quickest ways to erode trust. We will implement a state-of-the-art, AI-powered enterprise search engine.</p>					

RTM #		Bidder	Subcontractor /Affiliate	Third Party	No
	<ul style="list-style-type: none"> <li><b>Functionality:</b> This search will be <b>intent-aware</b>, using semantic and vector technologies to understand what a citizen is <i>trying</i> to do, not just the keywords they type. It will provide a single, unified set of results from all 137+ agency sites, intelligently ranked for relevance and optimized for a flawless mobile experience.</li> <li><b>Citizen Experience Value:</b> This reduces friction and elevates the perception of Nebraska.gov as a modern, efficient, and intelligent platform. It ensures that finding information is never a barrier to accessing a service.</li> </ul>				

#### 4. Proactive Service Notifications: Helpful Government, Delivered

We will empower citizens to choose how they want to be kept informed.

- Functionality:** We will build a robust notification platform that allows citizens to opt-in to receive proactive **text message and/or email alerts** for important events like license renewals, public safety updates, or benefit eligibility changes. All preferences will be managed through a clear and transparent preference center, giving citizens full control.
- Citizen Experience Value:** This keeps government "present" in citizens' lives in a helpful and non-intrusive way, reinforcing the brand of a government that is actively working for them.

**The Nebraska Experience:** A volunteer firefighter in a rural county opts in for emergency service notifications. A wildfire breaks out nearby. Through an integration with state emergency services, our platform automatically sends a targeted SMS alert to all registered first responders in that specific geographic zone with key details and a map link. This proactive, life-saving communication is made possible by the agile, API-first architecture of the Portal.

#### 5. The Open Data & Transparency Hub

Building on our commitment to radical transparency, we will create a dedicated hub for government performance and open datasets.

RTM #		Bidder	Subcontractor / Affiliate	Third Party	No
<ul style="list-style-type: none"> <li><b>Functionality:</b> This hub will feature real-time, easy-to-understand dashboards on key government performance indicators. It will also provide agencies with user-friendly tools to publish open datasets for public use, fostering innovation in the private and academic sectors.</li> <li><b>Citizen Experience Value:</b> This initiative tangibly enhances Nebraska's reputation for transparency and accountability, strengthening public trust by showing the government's work in the open.</li> </ul>					
	<b>Terms, Conditions, and Pricing</b>				
	<p>Our innovation model is designed to be both ambitious and sustainable, operating entirely within the <b>self-funding model</b> without requiring any additional taxpayer burden.</p> <ul style="list-style-type: none"> <li><b>Prioritization and Phasing:</b> We will work in close partnership with the NSRB to prioritize these initiatives. "Quick wins" that deliver high citizen value at a low cost can be implemented early in our agile framework. More visionary enhancements, like the full AI-powered assistant, will be phased in as part of our <b>Phases 4 roadmap</b>.</li> <li><b>Transparent Pricing:</b> Any new functionalities that carry specific costs (e.g., transaction fees for new payment types like digital wallets) will be presented to the NSRB with a clear business case, a transparent pricing model, and a cost-benefit analysis. All terms and pricing will remain fully transparent and subject to NSRB oversight and approval.</li> </ul> <p>We will bring an <b>innovation mentality</b> that ensures Nebraska.gov is not only reliable on day one but also continually evolving to be more <b>useful, more intelligent, and more trustworthy</b> on day one thousand. By proactively identifying, prioritizing, and delivering these enhancements through our agile, phased framework, we will help Nebraska create lasting digital relationships with its citizens—relationships built on a foundation of confidence, transparency, and ever-increasing value.</p>				

## Form A.2

### Service Matrix Request for Proposal Number 122777 O5

Provide the hourly rate for Portal time and materials projects. There is no guarantee on the number of hours that will be used.

The Bidder must list each role/title and provide an hourly rate. All travel expenses must be included in the rate. These rates are fixed for the initial term of the contract. At renewal time, rates may increase by no more than 5%.

Department	Solution Specific Title	RFP Title	Hourly Rate
Program	Program Director	Management	\$210
Program	Project Manager + Product Owner	Project Manager	\$110
Program	Change Management / Training	Project Manager - Senior	\$140
Governance Board	Committee		
Governance	Security Architect	Developer - Senior	\$140
Governance	IAM Engineer	Developer - Senior	\$140
Governance	Data Privacy Engineer	Developer - Senior	\$140
Solution	Enterprise Architect	Developer - Senior	\$140
Solution	Integration Lead (Boomi)	Developer - Senior	\$140

Solution	Cloud Infrastructure Architect	Developer - Senior	\$140
Experience	AEM Technical Architect	Developer - Senior	\$140
Experience	AEM + Commerce Developers	Developer	\$110
Experience	AEM DevOps Engineer	Developer	\$110
Experience	Adobe Analytics	Developer	\$110
Experience	Adobe Target	Developer	\$110
Experience	Adobe Campaign	Developer	\$110
Experience	Adobe Commerce	Developer	\$110
Data	Data Engineer (Databricks)	Developer	\$110
Data	BI Developer (PowerBI)	Developer	\$110
Data	Data Governance Analyst	Developer	\$110
Operations	QA + Accessibility Lead	Support	\$70
Operations	Monitoring Engineer	System Administrator	\$95

Operations	Service Management Lead	System Administrator - Senior	\$120
Content	Digital Content Strategist	Creative	\$80
Content	Design Lead	Creative	\$80
Content	Designers	Creative	\$80
Content	Authors	Creative	\$80
Support	Transition Analyst	Support	\$70
Support	Support Analyst	Support	\$70

ID	Category	Risk Description	Contingency / Backup Plan			Owner
			Impact	Likelihood	Risk Level	
R1	Transition	Delays in knowledge transfer from incumbent vendor impact.	High	Medium	High	Implement a formal transition readiness checklist and dual-of
R2	Transition	Legacy system documentation incomplete or outdated.	High	Medium	High	Extend transition overlap for 30–60 day
R3	Transition	Incomplete asset handover (licenses, keys, code).	High	Medium	High	Transition Manager
R4	Transition	Delay in securing data center access credentials.	Medium	Medium	Medium	Conduct a technical discovery and reverse-engineering sprint
R5	Operations	Third-party dependency failure (API, payment, DMV, SOS).	High	Medium	Medium	Inventoried all digital assets and verify ownership transfer.
R6	Operations	Unavailability of agency SPOCs for content approval.	Medium	Medium	Medium	Coordinate with State CIO pre-award to secure clearances.
R7	Operations	Failure of backup restoration due to data corruption.	High	Low	Medium	Integrate monitoring and failback API routes.
R8	Security	Unauthorized system access or credential leak.	High	Medium	High	Establish escalation matrix with NSRB.
R9	Security	Insider threat or data misuse by contractor.	High	Medium	High	Perform quarterly DR test restores.
R10	Compliance	Failure to maintain FedRAMP / SOC2 audit readiness.	High	Medium	High	Implement SSA, MFA, role-based access, and audit logs.
R11	Compliance	Accessibility (WCAG 2.1 AA) non-conformance.	Medium	Medium	Medium	Background checks and least-privileged access.
R12	Legal	IP ownership dispute (state vs vendor).	Medium	Low	Medium	Annual audit calendar and continuous compliance tools.
R13	Legal	Legislative changes altering Portal Fee structure.	High	Medium	High	Automated & manual accessibility audits.
R14	Financial	Decline in high-volume service transactions.	High	Medium	High	Define IP clauses and escrow clearly in contract.
R15	Financial	Underestimation of operational cost (cloud, support).	High	Medium	High	Include adaptive pricing clause; monitor legislation.
R16	Financial	Delay in deposit to Records Management Cash Fund.	High	Low	Medium	Diversify services; introduce new value-added digital services.
R17	Financial	Dispute in revenue split (80/20 margin services).	Medium	Low	Low	Maintain 10-12% SG&A buffer and cost tracking.
R18	Financial	Late payments from subscribers.	Medium	Medium	Medium	Automate mid-month and month-end transfers.
R19	Governance	Misalignment of NSRB & vendor priorities.	Medium	Medium	Medium	Monthly reconciliation and NSRB approval sign-off.
R20	Governance	Delays in Annual Business Plan approval.	Medium	Medium	Medium	Auto-billing reminders and credit hold policy.
R21	Technology	API gateway performance degradation.	Medium	Medium	Medium	Monthly Steering Committee, shared dashboards.
R22	Technology	Analytics data loss during migration.	Medium	Low	Medium	Pre-review draft 60 days before submission.
R23	Performance	Poor response time under concurrent load.	High	Medium	High	Auto-review draft before migration; checksum validation.
R24	Workforce	High attrition in niche roles (ADM, DevOps).	High	Medium	High	Conduct performance engineering pre-launch.
R25	Workforce	Insufficient Nebraska-based employment ratio (< 70%).	High	Low	Medium	Offer retention incentives and Nebraska talent pipeline.
R26	Workforce	Skill gaps in AI, analytics, or cloud tools.	Medium	Medium	Medium	Prioritize local hires under No Talent Left Behind.
R27	Public Perception	Negative media or social sentiment post-launch.	Medium	Medium	Medium	Continuous learning via Nebraska Digital Academy.
R28	Reporting	Delay or inaccuracy in NSRB reporting.	Medium	Medium	Medium	Media engagement plan and proactive communication.
R29	Innovation	Lack of budget for new ideas or pilots.	Medium	Medium	Medium	Automate dashboard; PMO review before submission.
R30	Innovation	Emerging tech (AI, chatbots) introduce new compliance risk.	High	Medium	High	Include innovation allocation in Business Plan.
R31	Vendor Mgmt	Subcontractor non-performance or SLA breach.	High	Low	Medium	Privacy impact assessments and legal review.
R32	Environment	Natural disaster or power outage at hosting site.	High	Medium	High	Include back-to-back SLA clauses; monitor monthly.
R33	Strategic	Failure to achieve citizen adoption growth targets.	High	Medium	High	Multi-zone DR and 100% cloud redundancy.
						Launch marketing campaigns, UX optimization, mobile app.
						Review adoption KPIs quarterly.



## Sharing Data in the Cloud

Application Integration Platform Service for North Carolina State Agencies

Initiated: Fall 2018

Completed: October 2023

Agencies: N.C. Department of Health and Human Services, N.C. Office of the State Controller and N.C. Department of Information Technology

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NC DEPARTMENT OF  
**HEALTH AND  
HUMAN SERVICES**

**NCDIT**

NORTH CAROLINA  
DEPARTMENT OF  
INFORMATION  
TECHNOLOGY

# Executive Summary

To deliver the best outcomes for residents and businesses, North Carolina state agencies share data across many different systems and applications that must be seamlessly integrated. Agencies are embracing cloud solutions with minimal development work for integration among cloud-based, legacy on-premise and mainframe applications, but this approach could result in the use of multiple siloed integration platforms by agencies.

The state of North Carolina recognized the need for an application integration platform that is cloud-based, flexible, easy to learn and can be offered as a statewide service for agencies to seamlessly share data across diverse on-premise and cloud applications. After a selection process involving 29 stakeholders from 11 agencies, the state selected Boomi as a preferred solution. The N.C. Department of Information Technology hosts and manages the enterprise-level service available to all executive branch agencies.

The Boomi in the cloud project stands out as innovative and distinct from similar initiatives by offering a holistic cloud integration platform, scalable architecture, high availability and disaster recovery capabilities, cost-efficient deployment and a collaborative enterprise approach. It conforms to state security standards and compliance needs, and the multitenancy concept provides security isolation for private and sensitive information while avoiding data silos.

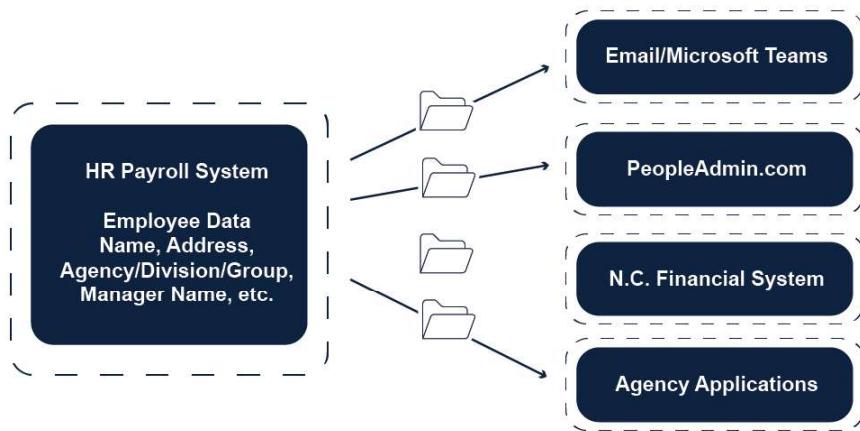
During the COVID-19 pandemic, the N.C. Department of Health and Human Services became the first agency to go live with Boomi. NCDHHS leveraged it to quickly develop more than 300 data integrations that provided real-time metrics for decision-making by legislators, state health officials, vaccine suppliers and distributors, testing labs, hospitals and personal protective equipment and mask providers. The Boomi service was also critical to the replacement of North Carolina's more than 30-year-old mainframe-based financial system, completed in October 2023.

Currently, four state agencies are live in production and maintain more than 400 integrations through Boomi, while a fifth state agency is migrating to the service. The service team engages with other agencies to adopt Boomi as an integration platform for application modernization and is investigating potential applications of new functionalities, including the use of AI to automatically generate an entire real-time integration process between endpoints.

## Idea

North Carolina state agencies must share data with each other to deliver the best outcomes for residents and businesses in areas from health care to finance. However, agencies use many different systems and applications that must be seamlessly integrated to manage information and increase operational efficiency. The connections built by agencies to exchange data among different systems often break down over time and do not have the flexibility to adapt to new technologies or systems' growth due to increased user demand.

For example, in the below image, employee data from the HR payroll system is shared in batches of files along separate connections to its various destinations, which can take days to be updated.



Legacy application integration among North Carolina state agencies.

State agencies are embracing cloud solutions with minimal development work for integration among applications, including SaaS, legacy on-premise and mainframe applications. However, this could result in the use of multiple siloed integration platforms by agencies.

NCDIT, in partnership with the N.C. Office of the State Controller and N.C. Office of State Budget Management, recognized the need for an application integration platform that is cloud-based, flexible, easy to learn and can be offered as an enterprise-level statewide service for agencies to seamlessly share data across different on-premise and cloud applications. This platform should:

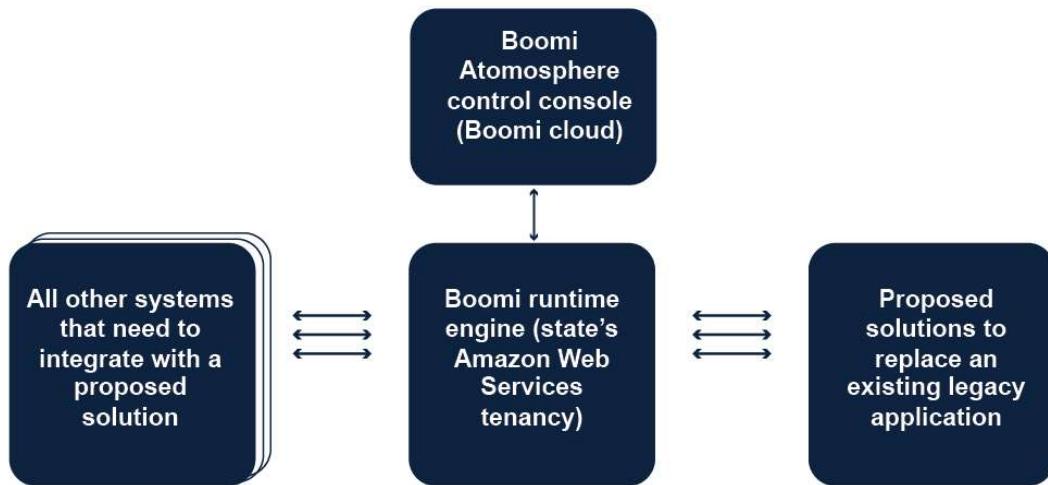
- Work in the state's heterogeneous environment
- Support traditional file-based batch integration and modern real-time integrations
- Be easy to learn for the aging mainframe COBOL workforce
- Meet the expectations of the new tech-savvy workforce
- Provide an opportunity to share infrastructure costs across agencies

The state selected the Boomi Integration Platform as the preferred solution, initially hosted on-premises. NCDHHS was the first agency to leverage Boomi platform during COVID-19 pandemic and optimized the service by first migrating its tenancy to the Amazon Web Services cloud. NCDIT later migrated the service to the cloud, where most agency workloads resided.

This migration helped enhance performance, efficiency, cost savings, resource optimization, flexibility, high availability and disaster recovery capabilities for agencies. It lowered monthly costs from \$15,584 for on-premises infrastructure costs, excluding disaster recovery, to \$3,520 for all cloud environments, including high availability and disaster recovery. The enterprise service agreement with the vendor also allows agencies to share support and other costs.

More than a shared service, the Boomi application integration platform is offered as an enterprise-level service available to all executive branch agencies, which encourages enterprise thinking and sharing of common infrastructure across agencies. Aligned with NCDIT's strategic priorities to drive digital transformation and innovation across the organization, it provides a roadmap for agencies to slowly switch from file-based batch integrations to real-time integration at their own pace, whenever they modernize their legacy applications.

The Boomi in the cloud project stands out as innovative and distinct from similar initiatives by offering a holistic cloud integration platform, scalable architecture, high availability and disaster recovery capabilities, cost-efficient deployment and a collaborative enterprise approach. In addition, a well-established user community of practice provides support and tools for new adopters. The easy-to-learn, low-code/no-code platform can also help reskill legacy developers and attract tech-savvy younger talent who want to work with the latest technologies.



Architecture of Boomi in the cloud service available to North Carolina state agencies

## Implementation

### Development

The planning phase of modernizing North Carolina's more than 30-year-old mainframe-based financial system in the spring of 2018 revealed the need for an enterprise-level service application integration platform. After a selection process involving 29 stakeholders from 11 agencies evaluating integration platforms from competing vendors, the state selected Boomi as a preferred solution and adopted a risk-based approach to adapt this new technology.

The team developed an architecture to share infrastructure among agencies, allow for dedicated infrastructure if needed by agencies and provide each agency with a separate tenancy for integration development. NCDIT provided the annual funding of \$591,404.18 through June 2020 to stand up a service, including costs for the software license, professional services, infrastructure, training and agency onboarding cost. After procuring Boomi, the team engaged the N.C. Office of the State Controller, and the N.C. Department of Public Instruction conducted a proof of concept to understand and learn about the product and its viability for the enterprise-wide financial system. The findings were shared with the stakeholders.

Next, the state stood up a common governance framework and infrastructure that could be shared with each agency's integration project. Once established, the service was added to NCDIT's [Shared Service Catalog](#), which details services for state agencies, and the department communicated the new service to agency CIOs. NCDIT also created a community of practice for Boomi users across agencies to collaborate and share knowledge and best practices.

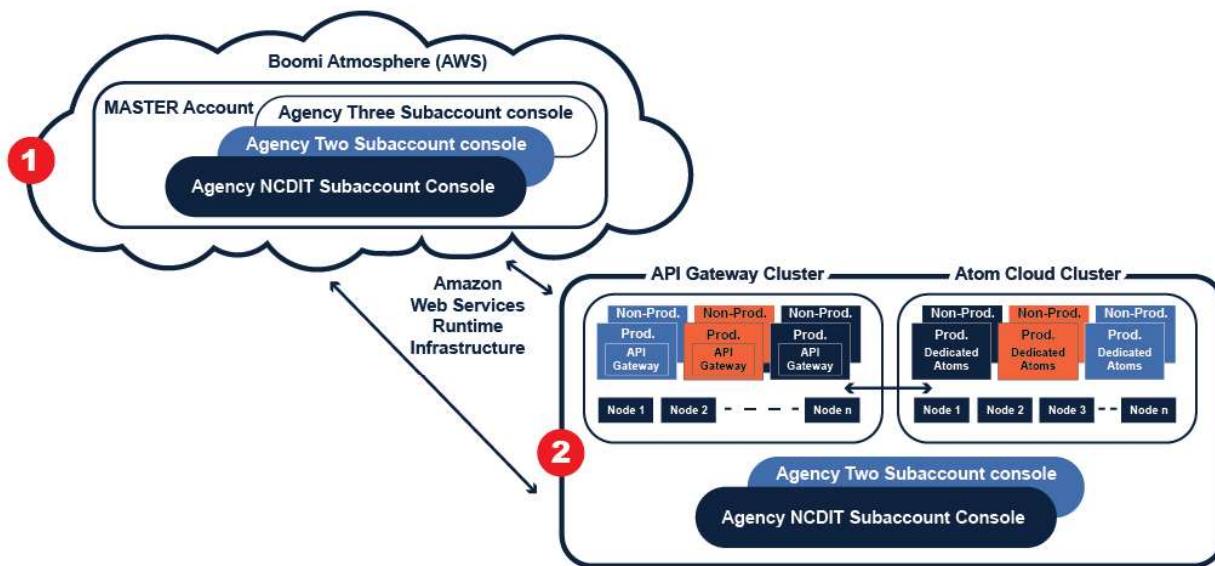
# Boomi Deployment Timeline

- **2020:** NCDHHS is the first agency to go live with more than 300 integrations
- **April 2021:** First phase of the N.C. Financial System goes live
- **October 2023:** Final phase of the N.C. Financial System with more than 200 integrations
- **January 2024:** Project presented to state agency CIOs

## Platform Architecture

The integration platform architecture consists of a cloud-based management platform, Boomi Atmosphere and a runtime engine. Boomi Atmosphere is hosted in the Boomi cloud and provides a console to develop and manage API and integration processes. Each agency has its own environment for development activities and controls sharing its API with other agencies.

The runtime engine is deployed in the state's AWS tenancy and is used to execute API and integration processes. The runtime engine connects to end-point systems using connectors and APIs. Connectors easily link and integrate third-party applications to send and receive data between them. They also provide connectivity to and from web applications, on-premises applications, SaaS applications and common data repositories using industry standard protocols and a standard data transport method. The runtime engine can be located on-premises or in any other cloud to meet the project's latency and compliance needs.



Conceptual architecture of Boomi in the cloud service

The runtime engine in the state's AWS tenancy provides several advantages. It:

- Conforms to state security standards and compliance needs
- Is managed and monitored by NCDIT's shared infrastructure team
- Has AWS Direct Connect to on-premises applications to reduce latency
- Releases all the resources from the runtime engine after completion of a job to the pool for other jobs, allowing sharing unused resources with other agencies
- Offers a multitenancy concept that provides the security isolation required for private and sensitive information while avoiding data silos

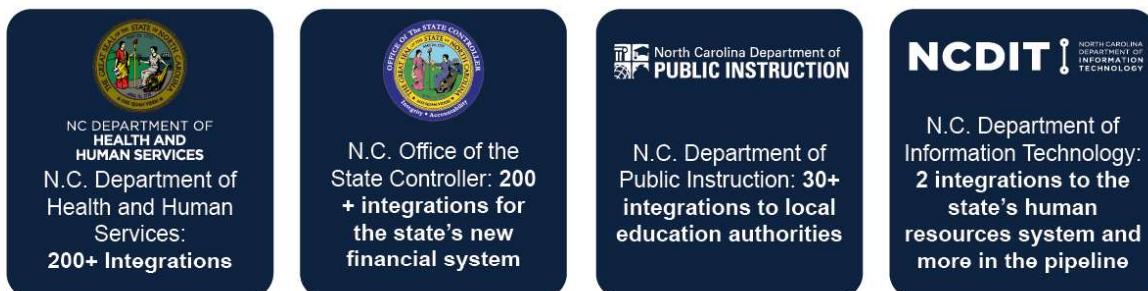
- Allows for shared or dedicated runtimes, sized and designated for specific business needs such as memory-intensive or computational-intensive workloads
- Offers flexibility in developing data flows and in the location and size of servers where data is stored, which improves performance and reduces latency

## Service Offering

NCDIT makes Boomi available to state agencies as a managed enterprise integration platform service offering. Agencies can access a technical account manager to quickly route high-priority tickets and enterprise account advisors for architectural advice with the project. Under the enterprise-level license agreement, customers have two options. One, NCDIT manages a secure, multitenancy shared cloud infrastructure, and agencies do not have to administer or pay separately for their infrastructure. Second, NCDIT sets up and manages a separate environment for an agency and handles all security vulnerabilities and patching, allowing the agency to focus on building and managing integrations.

## Impact

Foresight into the upcoming integration needs of the state drove the rationale for adopting and implementing an application integration platform as a service. Boomi in the cloud provides a reliable, resilient platform that keeps integrations running like clockwork for state agencies. Currently, four agencies are live in production and maintain over 400 integrations with Boomi. In addition, the N.C. Department of Environmental Quality is migrating to this service.



## First Adoption: COVID-19 Pandemic

Within a year of launching the first essential components of the service in 2019, the COVID-19 pandemic hit. NCDHHS needed real-time metrics to help legislators, the NCDHHS secretary and staff make informed decisions that would impact millions of North Carolinians' lives. Fast, flexible means were needed to ingest and transform data from disconnected systems for reporting, dashboards and analytics.

Utilizing the Boomi service, NCDHHS quickly developed more than 300 integrations between North Carolina's COVID Vaccine Management System and suppliers, distributors and several other entities, such as testing labs, hospitals and personal protective equipment and mask providers. Boomi supported more than 10 public-facing dashboards with COVID-related data, updated daily or weekly and used by 25 million visitors over a year, and 13 internal dashboards, accessed by 350 internal users daily. The system provided structure and visibility into data that was typically difficult to access and analyze (e.g., PPE, hospitalizations, lab testing totals). Automated pipelines through Boomi ingested and updated data at frequencies from once-a-day to hourly. Partly due to the data sharing enabled by this application integration platform, North

Carolina was recognized for reaching underserved and historically marginalized populations and ensuring equitable access to COVID-19 vaccines.

## Second Adoption: N.C. Financial System

The replacement of the on-premise, mainframe-based financial system with the cloud-based N.C. Financial System, launched by the N.C. Office of the State Controller in October 2023, marked the first initiative to implement a SaaS application for a statewide system. It seized the industry trend toward loosely coupled, mostly cloud-based business applications to adopt Boomi as an iPaaS.

Boomi provides the Office of the State Controller with a fast, flexible middleware with robust capabilities to support integrations between SaaS and existing agency subsystems, which range from homegrown applications to mainframe applications to cloud-based applications supported by state employees, contractors and vendors. Over the next five to 10 years, as agencies get funding and modernize their applications, the Office of the State Controller plans to switch from file-based integration to more modern web service-based integrations using the same Boomi Platform.

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*We are more than happy with the technology platform choices we made. All our infrastructure footprint is in AWS; there's zero on-prem infrastructure. Our integrations are running like clockwork.*

*N.C. Office of the State Controller*

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Boomi is easy to learn and maintain and has helped the Office of the State Controller retool and reskill IT staff from mainframe COBOL to cloud and web services. As Boomi evolves, it will allow the office to make technology decisions and develop new ways to integrate artificial intelligence as we enter the world of ChatGPT and Generative AI. In the future, the Office of the State Controller will investigate the potential to identify a source application and target application and have Boomi build an integration using AI.

## Next Steps

NCDIT's Boomi service team engages other agencies and encourages them to adapt Boomi as the integration platform in their application modernization efforts. This includes issuing requests for proposals for new applications and engaging the vendor to do proofs of concept with agencies. In addition, given that most data sharing and application integration still happens in batch mode, NCDIT is educating agencies to help them transition to real-time or near-real-time integration using Boomi. The service team is also working with the NCDIT Policy Office to draft statewide standard for adoption of Boomi as integration platform.

NCDIT has established a community of practice for users across agencies to share knowledge and lessons learned. Through monthly sessions, the community of practice educates members about new product functions and features.

As Boomi continuously evolves, NCDIT and partner agencies are developing uses for new features, including the use of AI to automatically generate an entire real-time integration process between well-known endpoints. For example, the Office of the State Controller will investigate the potential to identify an in-house source application and an external target application and then prompt Boomi to build an integration using AI.

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

SOLICITATION NUMBER	RELEASE DATE
122777 O5	July 23, 2025
OPENING DATE AND TIME	PROCUREMENT CONTACT
October 23, 2025, 2:00 p.m. Central Time	Kelly Rowlands

**PLEASE READ CAREFULLY!  
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this solicitation for a service contract for the purpose of selecting a qualified bidder to provide the infrastructure and services needed to implement, operate, and expand the State's online information Portal. A more detailed description can be found in Section V of this solicitation. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be five (5) years commencing upon execution of the contract by the State and the selected Vendor (Parties). The Contract includes the option to renew for one (1) additional two (2) year period 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://das.nebraska.gov/materiel/bidopps.html>.

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the 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 [https://www.nebraska.gov/das/materiel/purchasing/contract\\_search/index.php](https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php).

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

**Application:** A hosted service provided by the Contractor

**Application Inventory:** A list of all Portal Applications (see Appendix A for the current Application Inventory)

**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

**Catalog/Non-Core:** A printed or electronic list of products a Vendor may provide at a discounted rate or discount off list price to the State. Initial contract award(s) is not based on Catalog/Non-Core items

**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

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

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

**Confidential Information:** 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:** The State of Nebraska, Agencies, Boards, Commissions, private individuals, and private entities who use the Portal for services or to get information

**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

**Electronic Government Service Level Agreement (EGSLA):** An agreement for Portal services between the Network Manager and Partner, which is approved by the NSRB

**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

**Goods:** See Commodities

**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

**Margin Service:** A service for which a Portal Fee is established, and the Partner is not the Courts or the Legislature

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

**Mobile Device:** A portable computing device with a self-contained power source, including but not limited to, smart phones, tablets, and e-readers

**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

**Nebraska Information Technology Commission (NITC):** The NITC is a nine-member, governor-appointed commission created pursuant to Neb. Rev. Stat. §86-515

**Nebraska State Records Board (NSRB):** The governing body and its designees given authority over Portal operations pursuant to Neb. Rev. Stat. §84-1204

**Network Manager:** The entity designated by the NSRB to provide the infrastructure and services needed to implement and operate the Portal and direct and supervise the day-to-day operations and expansion of the Portal

**Non-core:** See Catalog

**Non-Margin Service:** A service for which a Portal Fee is established, and the Partner is either the Courts or the Legislature

**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

**Office of the Chief Information Officer (OCIO):** Office created pursuant to Neb. Rev. Stat. §86-519

**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

**Partner:** A State, county or local government agency of Nebraska that is a data providing/collecting entity participating in the Portal

**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

**Portal:** The State's centralized online electronic information system by which public records or electronic information and services are provided using electronic access

**Portal Fee:** Fee imposed on Users for online searches and transactions or for purchase of data files

**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 SPB'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 Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Vendor will not withdraw the solicitation response

**Solicitation Conference:** A meeting scheduled for the purpose of clarifying a written solicitation and related expectations

**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

**Subscriber:** A User that pays a fee for a Subscription to access Portal services

**Subscription:** Service provided by the Network Manager that offers batch processing, receiving, and returning large amounts of data to a User

**Subscription Fee:** The cost for Subscription services

**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 or service

**User:** Any individual or entity that accesses the Portal or uses Portal services

**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 State Purchasing Bureau documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications

**Will:** See Shall

**Work Day:** See Business Day

## ACRONYM LIST

**ACH** – Automated Clearing House

**API** – Application Programming Interface

**ARO** – After Receipt of Order

**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

**iOS** – iPhone Operating System

**ITB** – Invitation to Bid

**NIGP** – National Institute for Governmental Purchasing

**NITC** – Nebraska Information Technology Commission

**NSRB** – Nebraska State Records Board

**OCIO** – Office of the Chief Information Officer

**PA** – Participating Addendum

**PCI** – Payment Card Industry

**PCI DSS** – Payment Card Industry Data Security Standard

**RFP** – Request for Proposal

**SPB** – State Purchasing Bureau

**UAT** – User Acceptance Testing

**WCAG** – Web Content Accessibility Guidelines

# I. PROCUREMENT PROCEDURE

## A. GENERAL INFORMATION

This solicitation is designed to solicit responses from qualified bidders who will be responsible for providing the infrastructure and services needed to implement, operate, and expand the State's online information Portal 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 State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

RFP Number: 122777 O5  
Name: Kelly Rowlands, Procurement Contract Officer  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508  
Telephone: 402-471-6500  
E-Mail: [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@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.

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

Schedule of Events	
ACTIVITY	DATE/TIME
1. Release solicitation	July 23, 2025
2. Last day to submit "Intent to Propose"  <b>Appendix A and Appendix B will be provided via email once a complete Intent to Propose is received.</b>	August 20, 2025
3. ShareFile link for uploading Intent to Propose: <a href="https://nebraska.sharefile.com/r-rd87f52542851443193cd2249296e1e7f">https://nebraska.sharefile.com/r-rd87f52542851443193cd2249296e1e7f</a>	August 22, 2025
4. Last day to submit written questions-Round 1.	
5. ShareFile link for uploading questions: <a href="https://nebraska.sharefile.com/r-rd80f21ebc98148c1bb0c591f4be0bdcb">https://nebraska.sharefile.com/r-rd80f21ebc98148c1bb0c591f4be0bdcb</a>	September 5, 2025
6. State responds to Round 1 of written questions through solicitation "Addendum" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/bidopps.html">http://das.nebraska.gov/materiel/bidopps.html</a>	September 19, 2025
7. Last day to submit written questions-Round 2  ShareFile link for uploading questions: <a href="https://nebraska.sharefile.com/r-rfb4a08461b67445ea963ec7bfa801194">https://nebraska.sharefile.com/r-rfb4a08461b67445ea963ec7bfa801194</a>	September 26, 2025
8. State responds to Round 2 of written questions through solicitation "Addendum" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/bidopps.html">http://das.nebraska.gov/materiel/bidopps.html</a>	
9. Electronic Solicitation Opening – Online Via Webex  IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES BY OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES.  ShareFile Electronic Solicitation Submission Link: <a href="https://nebraska.sharefile.com/r-r58a99500888c4c2dbe77d570054f96c">https://nebraska.sharefile.com/r-r58a99500888c4c2dbe77d570054f96c</a>  Join Webex Meeting <a href="https://sonvideo.webex.com/sonvideo/j.php?MTID=m6652f34c944a6c1a8955d4dbd81e24bb">https://sonvideo.webex.com/sonvideo/j.php?MTID=m6652f34c944a6c1a8955d4dbd81e24bb</a>	October 23, 2025 2:00 PM Central Time
10. Join by the webinar number Webinar number (access code): 2485 506 7973 Webinar password: 3EDyhUTmM99 (33394886 when dialing from a phone or video system)  Tap to join from a mobile device (attendees only) +1-408-418-9388,,24855067973#33394886# United States Toll Some mobile devices may ask attendees to enter a numeric password.  Join by phone +1-408-418-9388 United States Toll Global call-in numbers	October 24, 2025 – October 31, 2025
11. Review for conformance to solicitation requirements	November 3, 2025 – November 21, 2025
12. Evaluation period	December 1, 2025 – December 5, 2025
13. "Vendor Demonstrations" (if required)	

<b>Schedule of Events</b>	
<b>ACTIVITY</b>	<b>DATE/TIME</b>
11. Post "Notification of Intent to Award" to Internet at: <a href="https://das.nebraska.gov/materiel/bidopps.html">https://das.nebraska.gov/materiel/bidopps.html</a>	December 11, 2025
12. Contract finalization period	December 12, 2025 – March 13, 2026
13. Contract award	March 20, 2026
14. Vendor start date	April 1, 2026

**D. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to State Purchasing Bureau and clearly marked "Solicitation Number 122777 O5; Portal Services 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 uploaded using the ShareFile link provided in the solicitation Schedule of Events, Section I.C. It is recommended that bidders submit questions using the following format:

RFP Section Reference	RFP Page Number	Question

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

**E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (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 Department of Administrative Services website at:

<https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf> This should be accomplished prior to execution of the contract.

**F. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject 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**

The State is only accepting electronic responses submitted in accordance with this solicitation. The State will not accept solicitation responses by mail, email, voice, or telephone, unless otherwise explicitly stated in writing by the State.

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

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://das.nebraska.gov/materiel/bidopps.html>.

Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to requirements, completeness, and clarity of content. If the 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 ShareFile link for uploading Solicitation Response(s) is provided in the Schedule of Events, Section I.C.

**\*\*\*UNLESS OTHERWISE NOTED, DO NOT SUBMIT DOCUMENTS  
THAT CAN ONLY BE ACCESSED WITH A PASSWORD\*\*\***

**1. Bidders must submit responses via ShareFile using the solicitation submission link.**

Note: Not all browsers are compatible with ShareFile. Currently Google Chrome, Internet Explorer, Microsoft Edge, Safari, and Firefox are compatible. After the bidder clicks the solicitation response submission link, the bidder will be prompted to enter contact information including an e-mail address. By entering an e-mail address, the bidder should receive a confirmation email confirming the successful upload directly from ShareFile.

ShareFile link for uploading solicitation response(s) provided in the Schedule of Events, Section I.C.

a. The Solicitation response and Proprietary information should be uploaded as separate and distinct files.

- i. If duplicated responses are submitted, the State will retain only the most recently submitted response.
- ii. If it is the bidder's intent to submit multiple responses, the bidder must clearly identify the separate submissions.
- iii. It is the bidder's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late responses will be accepted.

b. **ELECTRONIC SOLICITATION RESPONSE FILE NAMES**

The bidder should clearly identify the uploaded solicitation response files. To assist in identification the bidder should use the following naming convention:

- i. 122777 O5Company Name  
If multiple files are submitted for one solicitation response, add number of files to file names:  
122777 O5 Company Name File 1 of 2  
122777 O5 Company Name File 2 of 2
- ii. If multiple responses are submitted for the same solicitation, add the response number to the file names:  
122777 O5 Company Name Response 1 File 1 of 2

The "Contractual Agreement Form" must be signed manually in ink or by DocuSign 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. INTENT TO PROPOSE / APPENDIX A AND APPENDIX B**

If Bidder intends to submit a proposal for this procurement, and wishes to access the Appendix A and Appendix B (Application Inventory and Websites) in connection with this procurement, please complete the Intent to Propose Form attached to this RFP. The Intent to Propose Form is to be uploaded using the ShareFile link provided in the Schedule of Events, Section I.C. **Appendix A and Appendix B will not be released until Bidder's Intent to Propose form is submitted, and Bidder may be required to agree in writing to use the information only in connection with Bidder's response to this procurement and to not disclose or otherwise distribute the information.**

**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 an electronically submitted solicitation response prior to the time of opening by uploading a revised and completed solicitation response.

1. If a corrected electronic solicitation response is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted. The corrected solicitation response file name(s) should be identified as:
  - a. Corrected 122777 O5 Company Name Response #1 File 1 of 2,
  - b. Corrected 122777 O5 Company Name Response #2 File 2 of 2, etc.

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 State Purchasing Bureau 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;
2. Clarity and responsiveness;
3. Completed Corporate Overview;

4. Completed Sections II through IV;
5. Completed Technical Response (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.

In evaluating the corporate overview, the State may consider, past experiences with the vendor, references, the State's record of the vendor which may include, but is not limited to Vendor Compliance Request, Contract Non-Compliance Notice, vendor performance reports, and any information related to the vendor's historical or current character, integrity, reputation, capability, or performance with the State or a third-party.

2. Technical Response (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 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://das.nebraska.gov/materiel/bidopps.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at: [https://das.nebraska.gov/materiel/docs/NE\\_DAS\\_Materiel\\_Purchasing\\_Agency-SPB\\_Policy\\_23\\_07\\_Protest\\_Policy.pdf](https://das.nebraska.gov/materiel/docs/NE_DAS_Materiel_Purchasing_Agency-SPB_Policy_23_07_Protest_Policy.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 (IF APPLICABLE)**

**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 and Technical Response. 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.)
 10/31/2025		

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 SPB\*\*\***

**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.

In case of breach by the Vendor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchase goods in substitution of those due from the Vendor. The State may recover from the Vendor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Vendor's breach. OR In case of default of the Vendor, the State may contract the service from other sources and hold the Vendor responsible for any excess cost occasioned thereby.

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. PERFORMANCE BOND**

The Awarded Bidder will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the bond must be \$500,000. The bond will guarantee that the

Awarded Bidder will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the contract has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

**P. 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.

**Q. 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.

**R. 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.

**S. 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. In the event a confidentiality breach involves payment card or banking information, in addition to providing immediate notification to the NSRB, the Contractor will provide notification to the Nebraska State Treasurer and other parties as required by law and as directed by the NSRB.

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.

**T. 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.

**U. CONTRACT CLOSEOUT**

Upon termination of the contract for any reason the Vendor shall within thirty (30) days, unless stated otherwise herein:

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

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

**V. PROHIBITED PRODUCTS**

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

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

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

**W. 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.)
Initial  10/31/2025		

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

**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**

All prices, costs, and terms and conditions submitted in the solicitation response shall remain fixed and valid commencing on the opening date of the solicitation until the contract terminates or expires; provided the Legislature may make statutory changes to Portal Fees, or the NSRB and Vendor may agree in writing to adjust Portal Fees or hourly rates for time and materials projects. However, hourly rates may not increase by more than five percent (5%) at contract renewal.

**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 three (3) years 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 three (3) years following termination or expiration of the contract.

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

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

**1. WORKERS' COMPENSATION INSURANCE**

The Vendor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Vendor shall require the Subcontractor similarly

to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

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

The Vendor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Vendor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Vendor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

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

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Vendors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$10,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
<b>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$5,000,000
<b>CYBER LIABILITY</b>	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$15,000,000
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

### 3. EVIDENCE OF COVERAGE

The Vendor shall furnish the Contract Manager, via email, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

122777 O5  
 Nebraska State Purchasing Bureau  
 Attn: Kelly Rowlands  
 1526 K Street, Suite 130  
 Lincoln, NE 68508  
 Kelly.rowlands@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.

The Vendor warrants for a period of one (1) year from the date of Acceptance that: (a) the Products perform according to all specific claims that the Vendor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the State has relied on the Vendor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Vendor will repair or replace (at no charge to the State) the Product whose nonconformance is discovered and made known to the Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Vendor will refund the full amount of any payments that have been made. 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.

<b>Accept All Payment Clauses Within Section as Written (Initial)</b>	<b>Exceptions Taken to Payment Clauses Within Section as Written (Initial)</b>	<b>Exceptions:</b> (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.)
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**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**

In most cases, the Vendor's share of Portal Fee revenue is disbursed directly from the State's distributive account to the Vendor. For Portal Fee revenue not disbursed directly to the Vendor (as an example, when the Partner is paying the Portal Fees), the Vendor will submit an invoice to the Partner's designated contact via email on a monthly basis detailing the amount due, in conjunction with a Partner-specific itemized statement (in Excel or a similar format approved by the Partner) for the Partner's Portal services for the applicable month, including a breakdown by service and volume activity and amount of revenue by service.

Upon completion of time and materials work performed for a Partner under a SOW, the Vendor may submit an invoice to the Partner via email to the contact designated in the SOW.

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

**D. INSPECTION AND APPROVAL**

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

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

**E. PAYMENT (Nonnegotiable)**

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Vendor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such goods or services.

**F. LATE PAYMENT (Nonnegotiable)**

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

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

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Vendor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Vendor shall be entitled to receive just and equitable

compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Vendor be paid for a loss of anticipated profit.

**H. RIGHT TO AUDIT (Nonnegotiable)**

1. All the Vendor's books, records, and documents relating to work performed or monies received and paid under the Contract and any books, records or documents required by the Contract shall be subject to inspection and audit by the Auditor of Public Accounts at any reasonable time upon the provision of reasonable notice by the NSRB. These records shall be maintained for a period of five (5) full years from the date of the Contract termination or expiration including any extensions or optional renewal periods, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All financial records shall be maintained in accordance with generally accepted accounting principles, and the audit performed hereunder shall be conducted in accordance with generally accepted auditing standards. Any cost associated with an audit performed under subsection 1 of this section shall be paid by the State.
2. The Vendor shall maintain an accounting system which includes a numbered chart of accounts, books or original entry of all transactions, appropriate subsidiary ledgers, a general ledger which includes to-date posting and an audit trail through financial statements. Such records shall be maintained electronically with appropriate backup. The Vendor shall adopt the calendar year ending December 31 for reporting purposes.
3. All the Vendor's documents and records relating to electronic payment transactions made to the Vendor pursuant to the Contract shall be available for inspection and auditing.
4. The Vendor will be liable for correction of any State audit exceptions and any associated costs and penalties arising from the State audit and shall return to the State all payments made under the Contract which are directly related to an exception or which have been disallowed because of such an exception. The State shall be liable to the Vendor for correction of any State audit exceptions arising from a State audit and shall return to the Vendor all portions of payments made under the Contract which are determined by such audit to be an overpayment by the Vendor, or make such payments to the Vendor if there is determined by such audit to be an underpayment by the State. The Vendor shall agree to correct immediately any material weakness or condition discovered in the course of an audit. Notwithstanding the foregoing, the Vendor may dispute in good faith any audit exception, and will be obligated to make disputed payments until such dispute is resolved by the parties.
5. The Vendor shall, on an annual basis, provide an audited financial statement of the Vendor to the NSRB. The audited financial statement shall include disclosure of annual amounts of the parent company's (if any) corporate overhead allocation to the Vendor, and the categories of expense that comprise said allocation, including, among others, the following services: executive and operations management, technical consultation, security support, human resources, accounting support, legal support and payroll processing. The parent company (if any) must allocate the cost of such services based upon an allocation methodology that fairly allocates amounts based upon benefits received. The financial audit performed pursuant to this section shall be performed by an appropriately accredited auditor approved by the NSRB, which approval shall not be unreasonably withheld, conditioned or delayed. The Vendor shall pay all costs associated with such audit.
6. To the extent the financial audit report provided by the Vendor discloses any discrepancies in the Vendor charges, billings, or financial records, and following a period for review and verification by the Vendor, the Vendor will adjust the next monthly bill as soon as reasonably possible, but not to exceed ninety (90) days from the time of notification of the Vendor discrepancies. The Vendor shall cooperate to assure that verification is completed in a timely manner.

## **V. PROJECT DESCRIPTION AND SCOPE OF WORK**

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

### **A. PROJECT OVERVIEW**

The Nebraska State Records Board (NSRB) is soliciting proposals for a Contractor/Network Manager (Network Manager) to provide infrastructure and services needed to operate, manage, and expand the Portal, which allows citizens and businesses online access to public records and electronic government information and services. The purpose of the Portal and the Contract may be summarized as follows:

1. To facilitate use of online services as the easiest, most convenient method for obtaining government information and services.
2. To increase accessibility to, and collection of, public information and other useful information and services through various means, including electronic means, and promote the sharing of information.
3. To operate primarily using a self-funding model, without increasing the tax burden on the citizens of Nebraska and leverage revenue generating services to provide funding for non-revenue generating services.
4. To enhance the Portal and identify additional opportunities for development of new revenue and non-revenue generating services.
5. To bring new ideas, technologies, and functionality to state and local government.
6. To develop, upgrade, maintain, backup, and support Applications and websites and do so in compliance with applicable information technology standards and guidelines.
7. To ensure the security of government data and network resources and the continuity of government operations.
8. To provide secure merchant and payment processing services consistent with the most current Payment Card Industry Data Security Standards (PCI-DSS) in effect.

### **B. LEGAL AUTHORITY AND THE NEBRASKA STATE RECORDS BOARD**

The NSRB is the governing body that provides oversight of the Portal and Network Manager. The NSRB has the authority to contract with a Network Manager as provided in the Nebraska Records Management Act, Neb. Rev. Stat. §§ 84-1201 to 84-1227 (Act). The Network Manager may be an individual, a private entity, a state agency, or another governmental subdivision.

1. Members of the NSRB are (Neb. Rev. Stat. §84-1204):
  - a. The Secretary of State, as the State Records Administrator, or his or her designee (Chair);
  - b. The Governor, or his or her designee;
  - c. The Attorney General, or his or her designee;
  - d. The Auditor of Public Accounts, or his or her designee;
  - e. The State Treasurer, or his or her designee;
  - f. The Director of Administrative Services, or his or her designee;
  - g. Three representatives appointed by the Governor to be broadly representative of banking, insurance, and law groups; and
  - h. Three representatives appointed by the Governor to be broadly representative of libraries, the general public, and professional members of the Nebraska news media.
2. The NSRB provides oversight of the Portal. This includes, but is not limited to:
  - a. Review and approval of project priorities;
  - b. Review and approval of all Portal Fees or charges to the Portal Users;
  - c. Review and approval of agreements with Partners;
  - d. Review and approval of Network Manager reports, User and Partner satisfaction surveys, and Network Manager performance; and
  - e. Review and approval of all business plans and policies governing the Portal.

## C. CURRENT PORTAL OPERATIONS AND ENVIRONMENT

The Portal is the State's centralized electronic information system by which public records or electronic information and services are provided using electronic access as defined by Neb. Rev. Stat. § 84-1202(12). The Network Manager provides hardware, and provides or develops software, as necessary to make the Portal operational. The Network Manager maintains a variety of information and manages a variety of administrative processes to support the Portal.

1. Nebraska.gov is the registered name of the Portal home page. In addition to Nebraska.gov, the State has registered the following domain names:
  - a. www.nol.org, and
  - b. www.ne.gov.
2. Nebraska.gov links to every Agency. By using Portal links, Users are directed to various agencies whose links within their pages take the User to online services developed, maintained, and hosted by the Network Manager, the OCIO, or other vendors. These services include both free services and services with Portal Fees. Nebraska.gov has site-wide search capability that allows Users to search for services and content.
3. The Network Manager also develops, maintains, and hosts Applications and websites for local agencies, as defined in Neb. Rev. Stat. §84-1202(3).
4. The current Application Inventory is included in Appendix A, and the inventory of current Portal websites is included in Appendix B. It is anticipated, though not guaranteed, that these Applications and websites will continue to be operated and managed through the Portal.
5. Some Applications are custom developed, while others are built using proprietary low-code, no-code platforms. Portal websites are built using an open-source web content management system. Content on Partner websites remains the Partner's responsibility. While the Network Manager is involved in development of many interactive services, the services remain under the control and direction of the applicable State or local government agency (Partner). The data used by the current Network Manager for the Portal is primarily stored by the Partner as the database of record. In a small number of Applications, Partners upload current information to their respective Applications. Users update this information and the updated information is returned to the Partner on a scheduled basis.
6. All Applications and services are accessible to end Users running popular, widely available browsers, and are device agnostic or accessible from computers and Mobile Devices.
7. The Portal is available 24 hours a day, 7 days a week. The Network Manager provides toll-free technical support, or a help desk to Users between the hours of 8:00 AM and 6:00 PM Central Time. The Network Manager also provides online live help 24-hours per day. This service allows Users to contact a live help representative online at any time of the day or night. All services are proactively monitored 24 hours a day, 7 days a week.
8. Hosting services include both on-premises and cloud technologies when approved by the OCIO Cloud Review Board. The OCIO provides SQL Server Database Hosting service for state agencies, as well.
9. Portal payment processing services include PCI-DSS compliant payment processing and providing payment terminals that meet PCI-DSS requirements. Funds collected through the Portal, with certain exceptions, are processed by credit card, debit card and other electronic payments by the payment processor selected by the State Treasurer and the Director of Administrative Services directly into a state or national bank selected by the State Treasurer. The current payment processor for the State of Nebraska is Elavon, Inc. under contract number 97195 O4, and the State of Nebraska has a contract with U.S. Bank for Automated Clearing House (ACH) origination services under contract number 94018 O4. Portal Fees collected as a result of local government services offered through the Portal are processed by credit card, debit card and other electronic payment by the payment processor selected by the Network Manager and deposited into an account selected by the Network Manager. The Network Manager pays all card processing fees.
10. The Portal does not contain any advertisements, endorsements, content, or hyperlinks to any commercial products or services (only links to government services or websites).
11. The State is entitled to a non-exclusive perpetual royalty free right-to-use-only license to all Application software, documentation and source code utilized in operating the Portal which is developed by the Network Manager.

Manager or its Portal affiliates, except as otherwise specified in the current Network Manager's contract with the NTSB.

**D. CURRENT FINANCING MODEL**

Under Neb. Rev. Stat. § 84-1205(3), the NTSB will finance the operation and Maintenance of the Portal from revenue generated pursuant to Neb. Rev. Stat. § 60-483 and Neb. Rev. Stat. § 84-1205.02.

1. The Portal is primarily funded through a self-funding model, or through receipt of Portal Fee revenue. These fees are sometimes established in statute, and in other cases may be set following agreement by the Network Manager and the Partner, subject to the approval of the NTSB. Certain state records, such as driver's license records, Uniform Commercial Code (UCC) records, and corporate records, are assessed a transaction or record search fee. The primary sources of Portal Fee revenue derive from several high-volume services, including those of the Administrative Office of the Courts, the Department of Motor Vehicles, and the Secretary of State's Office. Other Portal Fee revenue comes from a variety of lower-volume interactive services, while some of the information and services available through the Portal are free to the User. A Subscription is also available for Users who want to regularly access electronic information, and each Subscriber is provided with a maximum number of Users per Subscription Fee, as determined by the NTSB. The Subscription is generally applicable to information that has commercial value. Agency Subscribers do not pay the Subscription Fee, but the NTSB approves free access on a case-by-case basis. Except for fees set in statute, approval of any Portal Fee is subject to the NTSB's discretion.
2. Portal Fees are characterized as either Margin Service Portal Fees or Non-Margin Service Portal Fees. Margin Service Portal Fees are currently split between the Network Manager and the NTSB, with 80 percent going to the Network Manager and 20 percent going to the NTSB. For Non-Margin Service Portal Fees, the Network Manager receives 100 percent, unless a different arrangement is documented in an agreement between the Network Manager, Partner, and NTSB. The Network Manager retains all Subscription Fees, which are currently \$100.00 per Subscription.
3. Each Partner signs an Electronic Government Service Level Agreement (EGSLA) with the Network Manager and NTSB, which outlines responsibilities of the parties in participating in the Portal. Addendums to the EGSLA are used to document each Portal Fee and specify the Partner, Network Manager, and NTSB shares of each Portal Fee. All Subscribers are required to sign a contract for services. The Network Manager prepares Partner agreements using template agreements. All template agreements will be approved by NTSB prior to use by the Network Manager. If a new Portal Fee is proposed to the NTSB, a draft addendum is then prepared by the Network Manager and presented to the NTSB for review and approval.
4. Portal Fees are subject to periodic review and adjustment by the NTSB as it deems necessary or desirable. The Network Manager or Partners may recommend amendments or adjustments to Portal Fees.
5. If Portal Fees are reduced or increased as result of legislation or administrative changes, such reductions or increases are passed on to Subscribers and Users unless otherwise approved in writing by the NTSB.
6. In addition to Portal Fees and Subscription revenue, other sources of funding may be made available to support the Portal, including but not limited to, grants and revenue from time and materials services. See Appendix C for details on revenue and transaction volume. Funding sources and history are provided for illustrative purposes only; the NTSB does not guarantee future revenue.
7. The Network Manager may charge a fixed hourly rate for certain time and material projects for Partners, not to exceed rates approved by the NTSB. Such rates are inclusive of all expenses and costs. All time and materials services are documented in a Statement of Work (SOW) signed by the Partner, the Network Manager, and the NTSB. The SOW includes, but is not limited to, a description of the project, responsibilities of the parties, and estimated hours and cost. The Partner requesting the project is responsible for payment to the Network Manager for the costs of the work. There is no guarantee on the number of projects or hours of time and materials services that will be requested by Partners.

Current hourly rates charged by the Network Manager are included below:

Role/Title	Hourly Rate
1. Management	\$210.00
2. Developer	\$110.00
3. Developer - Senior	\$140.00
4. Project Management	\$110.00

5. Project Manager - Senior	\$140.00
6. Support	\$70.00
7. Creative	\$80.00
8. Marketing	\$80.00
9. System Administrator	\$95.00
10. System Administrator - Senior	\$120.00
11. Website Content Management	\$110.00

The current contract provides that upon renewal, hourly rates may increase by no more than five percent (5%), subject to approval of the NSRB.

8. The Network Manager's payment for services is the sum of Subscription Fees, the Network Manager's portion of the Portal Fees, and any time and materials services performed (and grants, if made available).
9. The NSRB's portion of the Portal Fees may be allocated by the NSRB to improve the Portal and State electronic government services as it directs and may or may not be made available to the Network Manager for projects. The NSRB operates within the Records Management Cash Fund appropriation provided by the Nebraska Legislature.

#### **E. SCOPE OF WORK**

The Network Manager will provide the infrastructure, hardware, software, and services needed to implement, manage, and operate the Portal and supervise the day-to-day operation and expansion of the Portal. This includes but is not limited to: (1) Application and website services; (2) hosting services; (3) payment processing; (4) marketing; (5) User and Partner support; and other services included in this RFP and as needed for successful Portal operation. The Contract will be consistent with the Current Portal Operations and Environment, as identified in Section V. Paragraph C. of the RFP. All services provided by the Network Manager must be provided in compliance with the most current version of the State's NITC Technical Standards and Guidelines (NITC Standards). The NITC Standards are available at: <https://nitr.nebraska.gov/standards/>.

1. Application and Website Services.

The Network Manager will:

- a. Direct and supervise the day-to-day operation and expansion of the Portal.
- b. Interact with appropriate Partner staff to gather specifications for Portal projects, develop an acceptable scope for each project, complete the development (or upgrade, conversion, or migration, etc.) process, and provide project planning and management services for each project.
  - i. Project planning and management procedures will include
    - a) Project Scope and Approach
    - b) Work Breakdown Structure
    - c) Project Schedule
    - d) Milestones and Deliverables Statement
    - e) Risk Assessment and Risk Mitigation Strategies
    - f) Resource Plan
    - g) Change Control Plan
    - h) Communication Plan
    - i) Project Acceptance and Signoff Form
    - j) Project Closeout and Lessons Learned from Processes
- c. Applications will be tested at the development level, unit tested in a shared environment, system tested with other dependent components, performance tested to ensure response time and resource utilization expectations are met and deployed to production. All source code will be managed by source control software.
- d. Provide Users with interactive electronic access to public records, information and services via the Portal.
- e. Procure, develop, or adapt system software, which provides a User interface that is consistent across services. User interfaces must be designed in such a way as to facilitate ease of learning and use.
- f. Develop new revenue and non-revenue generating services and continue operation and maintenance of current Portal services identified in Appendix A and Appendix B, as requested by Partner and NSRB. This may involve obtaining existing code and making it operational, re-platforming, or new development. Such decisions will be made in conjunction with the applicable Partners and NSRB.
- g. Provide, maintain, and enhance hardware, software, and networks necessary to support and secure the Portal.

- h. Work with Partners to help make their public records accessible. Any development costs may be funded using the self-funding model, or using time and materials service rates, as agreed to by the Partner, the Network Manager and the NSRB in a written SOW.
- i. Ensure compatibility with Partner databases.
- j. Implement required interfaces with “back-end” enterprise, legacy production systems and third-party vendor programming.
- k. Leverage virtualization technologies and be capable of running almost any development and test environment option available.
- l. Meet the Application development needs of Partners using a variety of programming language, including but not limited to Perl, Apache Groovy, PHP, JAVA, .NET, and COBOL, along with Mainframe web services, and Application Programming Interface (API) calls and communication. Systems analysis and programming activities shall be documented in accordance with OCIO or information provider standards, as applicable. Copies of all such work shall be furnished to OCIO or the information provider, as applicable, before such programs are implemented.
- m. Ensure thorough testing to confirm Applications and websites are error free, meet business requirements, and satisfy performance and security requirements prior to launch. Testing by Partners must occur prior to launch and should be coordinated with Partner availability.
- n. Procure, develop, and adapt interaction among multiple system interfaces including those developed by other vendors as required by Partners.
- o. Interface with and link to State, local and federal government information and services as required by the Partners.
- p. Provide and administer enhanced search engine capabilities and organization to navigate and search the Portal that allows Users to easily find services and content.
- q. Ensure Applications and websites developed do not contain any advertisements, endorsements, content, or hyperlinks to any commercial products or services (except hyperlinks for government websites and services).
- r. Comply with federal and state laws for accessibility and usability, including but not limited to, compliance with Section 508 of the Rehabilitation Act of 1973, as amended.
- s. Regularly test for broken links and accessibility compliance; perform Maintenance, perform regular backups; provide design and architecture assistance.
- t. Provide for Partner records retention or storage in compliance with State records retention requirements. State of Nebraska Records Retention Schedules may be viewed on the following link: <https://sos.nebraska.gov/>, under Records Management.
- u. Ensure Applications and services are accessible to Users running popular, widely available browsers, and are device agnostic or accessible from computers, Mobile Devices, etc., including both iPhone Operating System (iOS) and android operating systems.
- v. Ensure Applications and services are multi-lingual and support Users who need special features to accommodate certain disabilities, if either or both are required by the Partner.
- w. Offer Subscriptions for Users who want to frequently access information. Subscription fees will be waived for State Partners, as approved by the NSRB. Other Subscribers will be billed monthly, instead of by transaction. All Subscribers will be required to execute an agreement for Subscription services. Each Subscriber will be entitled to a maximum number of Users per Subscription Fee, as approved by NSRB.
- x. Provide high-speed electronic batch processing for Subscribers where the processed file can be downloaded at the Subscriber's convenience, as requested or approved by Partners.
- y. Clearly identify all Portal Fees and make such information readily accessible to Users.
- z. Provide NSRB approved electronic signature capability to complete functions within Applications and for execution of Partner agreements.

2. Hosting Services

The Network Manager will:

- a. Host Partner Applications and websites, when requested by the Partners.
- b. Host in an environment that is reliable, fast and secure.
- c. Be fully prepared to transition existing Applications and websites (Appendix A and Appendix B) to the Network Manager's host environment, as requested by the NSRB.
- d. 24 hours per day, seven (7) days per week, provide a host site environment that includes redundant power, fire suppression, climate control, on-site security, and meets all technical requirements specified in this RFP.
- e. Facilitate OCIO hosting of State Applications and websites developed by Network Manager, when requested by State Partners.

3. Payment Processing and Accounting Services

The Network Manager will:

- a. Provide merchant and payment processing services consistent with the most current PCI-DSS in effect, including but not limited to, payment card acceptance, authorization, management of refunds, credits, and returns, and provision of PCI-DSS compliant swipe or payment devices.
- b. Integrate with and use the electronic payment processor selected by the State Treasurer and the Department of Administrative Services pursuant to Neb. Rev. Stat. §81-118.01 (State Processor). Manage the administrative systems to support various accounts: billing, accounts receivable, and accounts payable, including online and electronic payment processing capabilities using the State Processor.
- c. Accept and process credit card, debit card and other electronic payment transactions for State and local agencies (as applicable) using the State Processor. The Network Manager and the NSRB will coordinate and cooperate, and the State will cause the State Processor to coordinate and cooperate, to process credit card, debit card and other electronic payment transactions. The Network Manager will process funds collected on behalf of local agencies using the State Processor if requested by the local agencies; if the local agency does not elect to use the State Processor, the Network Manager may use its selected processor to process such funds.
- d. Except as otherwise agreed by the NSRB, deposit all funds collected through the Portal, except local agency funds, directly into a state or national bank selected by the State Treasurer. Local agency funds and any Portal Fee collected as a result of a local agency service offered through the Portal will be deposited in an account selected by the Network Manager.
- e. Process Subscriber services collected through monthly billing which are paid by credit card, debit card and other forms of electronic payment using the State Processor. Such fees may be deposited directly in an account selected by the Network Manager, if agreed by the NSRB. On the 15<sup>th</sup> day of the month, the Network Manager will then deposit in the Records Management Cash Fund by electronic means \$250,000. On the last business day of the month, the Network Manager will deposit in the Records Management Cash Fund by electronic means the total amount of funds payable to the State for (a) Subscriber services and (b) the NSRB share of the Portal Fees for Margin Services rendered in the prior month, less the amount deposited on the 15<sup>th</sup> day of the month. At least seven (7) days prior to the last business day of the month, the Network Manager will provide an itemized statement of all payments to be deposited for that month including a breakdown by service and volume activity and amount of revenue by service (Payment Statement). The Payment Statement must be submitted in Excel or similar format approved by the NSRB,
- f. Pay from the Network Manager's share of the Portal revenue, all card processing fees associated with payments processed by the State Processor, including but not limited to, all Visa, MasterCard, Discover, UnionPay, and debit network authorization and interchange fees, assessments, dues and other fees and charges which are passed to the merchant at cost. The NSRB will request that the State Processor agree to invoice all such fees once per month for all payments processed in the previous month.
- g. Provide Partners with real-time notification of payment failures and reasonable access to the Network Manager's payment system to verify User payments.
- h. Securely maintain account information for each Partner and Subscriber. Assume the risk for collection and transfer all amounts due the State each month regardless of whether collection has been made from the User.
- i. In the event of a chargeback, work with the Partner and the State Processor to process the chargeback on behalf of the NSRB. The NSRB will work with the State Processor to facilitate the State Processor providing the Network Manager reasonable access to all information, online reports and systems in order to process the chargeback. The State Partner will be responsible for the amount of chargeback applicable to the State of Nebraska fees. The local agency will be responsible for the amount of chargeback applicable to the political subdivision fees. The Network Manager will be responsible for the amount of the chargeback applicable to the Network Manager's Portal Fee.
- j. Provide Customer service for payment inquiries. The NSRB will work with the State Processor to facilitate the State Processor providing the Network Manager sufficient information for the Network Manager to efficiently What wou transaction/deposit reconciliation, including, but not limited to, electronic return and settlement files for credit card, debit card and other electronic payment transactions.
- k. Provide detailed expense projections for operating the Portal. All expenses, including both overhead and direct project costs, are to be included in projection schedules. Project an estimate of amortized costs of hardware, software, and fixtures, and other operating costs by category for each year of initial Contract period.
- l. Use generally accepted accounting principles and comply with all audit requirements.
- m. Provide system technology or processes which identify and prevent fraudulent payment transactions and reimbursement requests.

4. Marketing and Promotion of Portal Services  
The Network Manager will:
  - a. Evaluate the marketplace and provide marketing for both new and existing Portal services to grow the Portal and increase use of Portal services by Customers.
  - b. Work with State and local agencies to identify opportunities to make records and services available through the Portal.
  - c. Provide a full-time resource for marketing and business development.
  - d. Invest in promotional materials and other reasonable marketing efforts.
5. User and Partner Support  
The Network Manager will:
  - a. Provide help desk support, by adequate full-time staff whose primary responsibility is to address User and Partner issues, including but not limited to troubleshooting, problem resolution, and addressing all payment inquiries.
    - i. Help desk options will include in-person services, a toll-free number for telephone support, and a live chat option during the hours of 8:00 AM to 6:00 PM Central Time.
    - ii. Online help will be provided 24-hours per day with the ability for Customers to contact a live help representative online at any time day or night.
  - b. Provide directions on how to contact support within or on all Portal Applications and websites.
  - c. Provide on-line help and references (e.g., icons, directories, tutorials, answers to frequently asked questions (FAQs), and links for full instructions on how to complete a process), along with applicable instruction material.
  - d. Log help desk telephone calls, e-mails, and chat support and their dispositions to ensure inquiries are properly addressed in a timely fashion.
  - e. Review telephone calls, e-mail logs, and chat support to identify and rectify frequent inquiries or issues.
  - f. Provide reports on telephone, e-mail, and chat support to the State, when requested.
  - g. Meet with Partners on a regular basis to identify new Applications, report on work in progress and general Portal issues, develop and test projects with Partners, as well as discuss marketing services to Users.
  - h. Conduct periodic User and Partner satisfaction surveys on Portal services.
  - i. Accept and respond to online survey comments, webmaster questions, and idea box submissions submitted by Users. Share such communication with the NSRB and Partner to coordinate response, as appropriate.
  - j. Monitor all services 24 hours a day, 7 days a week.
  - k. Provide on-site training and applicable instructional material for Partners on the functionality, implementation, maintenance, monitoring, management, and administration of every service developed and implemented under the Contract. Provide guidance or instructional materials to Users.
6. Other  
The Network Manager will:
  - a. Attend all open (public) meetings of the NSRB.
  - b. Negotiate and prepare EGSLAs and other written agreements from NSRB approved templates and distribute to Partners and NSRB for electronic signature (after approval by the NSRB). Provide an electronic signature solution, approved by the NSRB, for Portal agreements. Maintain agreements as required for Partner records retention.
  - c. As may be requested by Partners, enter into and maintain agreements with third parties accessing or utilizing Partner data.
  - d. Keep a record of all Portal related operations in a format and medium approved by the NSRB, which record shall be the property of the NSRB and maintain, and be a custodian of, all financial, operational, and other records and documents.

## F. STAFFING REQUIREMENTS

1. The Network Manager will provide an appropriate number of personnel with the experience and training necessary to provide all required services under the Contract in a reasonable and timely manner.
2. The Network Manager must have appropriately skilled staff to support all current Applications and websites and hire additional staff to accommodate growth. It is anticipated that Portal growth will occur in both the volume of business transacted and in the scope of the services offered. The Network Manager must ensure staff can accommodate new technologies that will mature over the term of the Contract.

3. The Network Manager and any subcontractors will perform all work under the Contract in the United States. It is preferred that the Network Manager has personnel located in Lincoln, Nebraska.
4. The Network Manager will provide verification of the Network Manager's and subcontractor's personnel's training and experience to the NSRB upon request.
5. The Network Manager will provide an employment background check for all staff and subcontractors assigned to provide services under the Contract, and any new staff hired or contracted during the term of the Contract. Background checks must include:
  - a. Employment Verification for the past 5 years,
  - b. Education Verification,
  - c. Federal Criminal Records check,
  - d. E-Verify when appropriate,
  - e. Instant SSN Trace,
  - f. Statewide Criminal Records check, and
  - g. Sex Offender Search.

## **G. BUSINESS PLAN**

1. The Network Manager will present its first annual Portal operations business plan to the NSRB within 90 days after the commencement date of the Contract and present an annual business plan thereafter at the last NSRB meeting each calendar year during the term of the Contract, with such plan being applicable to the following calendar year. All business plans will be subject to the approval of the NSRB.
2. Each business plan will contain the following:
  - a. Existing Services. A summary of how the Network Manager is managing existing services, including project management procedures.
  - b. Marketing. A description of the Network Manager's marketing plan.
  - c. User and Partner Support Plan. A description of the Network Manager's plan for providing User and Partner Support.
  - d. User and Partner Feedback. A description of the Network Manager's plans for obtaining User and Partner feedback and recommendations.
  - e. Innovation and Efficiency. A description of any proposed changes to bring innovation and efficiency to the Portal.
  - f. Portal Expansion. A proposal for expanding the Portal, including new service opportunities.
  - g. Self-Funding Model. A description of how the Network Manager is balancing revenue and non-revenue generating services.
  - h. Staffing. An updated organization chart of the Network Manager's staffing by position with a skills matrix to summarize relevant experience of its staff to include both the Network Manager employees and subcontractor personnel.
  - i. Subcontractors. If the Network Manager intends to subcontract any part of its performance of the Contract, include: (i) The name, address, and telephone number of the subcontractor(s), (ii) Specific tasks of each subcontractor(s); (iii) Percentage of performance hours intended for each subcontractor; and (iv) Total percentage of subcontractor(s) performance hours.
  - j. Finance and Accounting. A financial plan, including estimated revenues and expense projections, and a summary of any changes or updates to accounting practices and electronic payment functions.
  - k. Version Control Plan. A plan for maintaining the currency of hardware, software, network infrastructure, and payment processing devices while maintaining normal operations, as described in the Technical Requirements of this RFP.

The Network Manager may depart from an approved business plan after receiving approval from the NSRB.

## **H. REPORTING REQUIREMENTS**

The Network Manager will provide the NSRB with such written reports the NSRB may reasonably request, including but not limited to the following:

1. Annually
  - a. Commercially audited financial report.
  - b. Business Plan.

- c. Data center comprehensive annual certifications.
- d. PCI-DSS Attestation of Compliance.
- e. Copy of audits that assess internal controls and data security safeguards.

2. Quarterly

- a. Project Priority Report. This report will include a listing of all projects in progress, the start date, planned completion date, category of difficulty, and actual completion date.
- b. Management Report. This report will include assessment of quarterly progress in implementing the business plan, including but not limited to:
  - i. A service uptime and response time report.
  - ii. Applications and websites usage analytics.
  - iii. Marketing efforts.
  - iv. Partner and User service and satisfaction.
  - v. Innovation and efficiency changes implemented or in progress.
  - vi. New services launched or in progress during the quarter.
  - vii. Assessment to include number of hours spent on revenue generating versus non-revenue generating services.
  - viii. Assessment to include number of hours spent providing support, maintenance, training and promotion services.
  - ix. A security update.
  - x. A staffing report, including total number of staff and any additions or departures during the applicable quarter.
  - xi. Financials outlining volume and revenue by service.
  - xii. Other information as requested by the NSRB.

3. Monthly

- a. At least seven (7) days prior to the last business day of the month, submission of Payment Statement to NSRB applicable to Subscriber services.
- b. In conjunction with the Payment Statement, provide the NSRB an itemized statement (in Excel or similar format approved by the NSRB) of all payments for all Portal Services for the applicable month, including a breakdown by Partner service and volume activity and amount of revenue by service.
- c. Provide each Partner with a Partner-specific itemized statement (in Excel or a similar format approved by the Partner) for the Partner's Portal services for the applicable month, including a breakdown by service and volume activity and amount of revenue by service.

4. Bi-weekly

- a. Project Status Reports which include a listing of all projects in progress, the start date, planned completion date, category of difficulty, and actual completion date.
- b. Maintain and update at least bi-weekly, a publicly available online dashboard of projects in progress in the same format as the Project Status Report.

5. Other

- a. The Network Manager will maintain a complete Application Inventory and inventory of websites with system-profile information (Portal Portfolio). The Network Manager must provide the Portal Portfolio to the NSRB when requested by the NSRB. The Portal Portfolio will be in a format grouped by Partner, which includes the service title, service description, URL, launch date, programming language, data base access methods utilized, and interfaces to other systems.
- b. Network Manager must provide the NSRB with an accounting of the number of hours and type of services provided to each Partner, by Partner, as requested by the NSRB.
- c. Network Manager must provide disaster recovery test results and results of external and internal scans of the Portal infrastructure, when requested by the NSRB.
- d. The Network Manager will comply with NITC standards for Project Status Reporting on Enterprise Projects. A copy of the standards document is available at: <http://nitc.ne.gov/standards/>.
- e. The Network Manager will provide the NSRB with reports of online survey comments, webmaster questions, and idea box submissions received regarding the Portal on an ongoing basis.

All reports are subject to review and acceptance by the NSRB. The NSRB may request additional information to clarify or further understand information reported. The Network Manager will reasonably comply with such requests.

The NSRB may establish or approve guidelines for selection and prioritization of Portal projects. The NSRB may also direct the order of priority of completion of projects, as may be necessary to meet Partner needs.

## I. NETWORK MANAGER REMUNERATION

The Contract will follow the Current Financing Model, as identified in Section V. Paragraph D. of the RFP.

1. The Network Manager will fund all up-front and ongoing investment and operational costs, and be paid through receipt of the following:
  - a. 80 percent of Margin Service Portal Fees.
  - b. Non-Margin Service Portal Fees as specified in agreements between the Network Manager, Partner, and NSRB.
  - c. Annual Subscription Fees, currently \$100.00 per subscription.
  - d. Funding from time and materials services, using NSRB-approved hourly rates; and
  - e. Other funding sources, if made available, like grants.
2. In most instances, the User will pay the Portal Fee when completing their online transaction, and such revenue will be disbursed to the Network Manager, NSRB or Partner accordingly. In other instances, the Partner may choose to pay the Portal Fee for Users. In these instances, the Network Manager will invoice the Partner monthly for each completed transaction. The Network Manager will receive its share of all Portal Fees when the terms and conditions of each NSRB-approved Partner agreement providing revenue for Portal services are being performed according to the terms and conditions of the Partner agreement and the terms and conditions of the Contract.
3. The NSRB does not guarantee current or future transaction volumes. The NSRB cannot estimate the volume of work that will be required as part of this Contract. The NSRB makes no guarantee of a minimum or maximum volume, revenue, or dollar value for the Contract.
4. All services will be provided within the remuneration paid to the Network Manager, no additional costs or expenses will be paid by the NSRB or Partners.

## J. REGULATION OF PORTAL FEES BY THE NSRB

The NSRB approves all Portal Fees and time and material hourly rates. Such approval is made based on fairness, reasonableness, and appropriateness. In establishing such amounts, the NSRB may consider the following factors:

1. The need to reward innovation and efficiency in Portal management.
2. A commitment to the public policy requirement to provide electronic access to public record or electronic transactions with the public at the most reasonable prices possible.
3. That the prices to be charged may be adjusted to permit funding of special projects and enhancement of public service.
4. The fact that some public records may already be provided electronically by the State.
5. The entrepreneurial and start-up nature of the business and attendant risk of capital for the Network Manager and the need for it to realize an acceptable rate of return.
6. The need to invest in expansion of and improvement in the Portal and its information services.
7. The need to comply with legislative requirements.
8. Any other reasonable factor which in the opinion of NSRB should be considered. Portal Fees are subject to periodic review and adjustment by the NSRB. Recommendations for amended Portal Fees may be made by the Network Manager or NSRB as deemed necessary or desirable. Each Subscriber is entitled to a maximum number of Users per Subscription Fee as approved by the NSRB. Portal Fees may be reduced at the discretion of the Network Manager as an inducement to further increase the number of Subscribers and with the intent of increasing the overall billed usage of the Portal. NSRB may increase the initial or the annual renewal Subscription Fees provided there is appropriate justification. In the event Partner fees are reduced or increased as result of legislation or administrative changes, such reductions or increases shall be passed on directly to Subscribers and Users of the Portal unless otherwise approved by the NSRB.

## **K. TECHNICAL OVERVIEW**

The Network Manager will be responsible during the term of the Contract for providing, maintaining, and securing all Portal hardware, software, and infrastructure.

### **1. BUSINESS CONTINUITY PLANNING AND DISASTER RECOVERY**

The Network Manager must provide hosting services that include a primary site and a secondary site as bi-directional (or fail over ready). All sites need to be classified as "Tier IV" under the guidelines set forth by the National Uptime Institute. Network Manager will create, document, and regularly test Portal backup, failover, and disaster recovery procedures. The Network Manager's hosting environment will include:

- a. Redundant internet connectivity;
- b. Redundant firewalls;
- c. Redundant power supply;
- d. VPN services (through an industry recognized VPN solution);
- e. Fault tolerant internal network with gigabit Ethernet backbone;
- f. Clustered central file and database servers;
- g. Load balanced Secure File Transfer Protocol (SFTP), Applications, and web servers;
- h. Hardware SSL accelerator;
- i. Three tier development environment;
- j. Nightly backups;
- k. 24 hours per day, seven (7) days per week automated or live monitoring of all services and servers;
- l. Physical security through leading-edge technology;
- m. Burstable bandwidth;
- n. On-demand server capacity through virtualization technology; and
- o. Technical infrastructure support.

### **2. PERFORMANCE MONITORING AND PROBLEM RESOLUTION**

The Network Manager will maintain and comply with a plan for performance monitoring and problem resolution to provide a Portal that will:

- a. Be available 24 hours a day, 7 days a week, allowing for reasonable time for Portal Maintenance. The Network Manager will provide not less than twenty-three and three quarters (23.75) hours (with the allowed one-quarter (0.25)hour downtime to occur only in the hours of 2:00 AM to 4:00 AM Central Time), seven (7) days a week, Portal availability to Users, subject only to availability problems of systems outside the control of the Network Manager. Emergency Maintenance will be performed as soon as reasonably possible and will not be subject to the foregoing restrictions.
- b. Provide sub-second response time. Response time is defined as the length of time beginning with receipt of a command at the Network Manager-operated computer center and ending when the system produces a reply to be transmitted on the network.
- c. All Applications must be annually scanned for vulnerabilities using industry-leading security technology. This technology must be employed for every production change to the Portal.
- d. Systems analysis and programming activities will be documented in accordance with State or information provider standards, as applicable. Copies of all such work will be furnished to the NTSB, before such programs are implemented.

### **3. PLATFORM**

- a. For the Portal, the Network Manager must employ two load-balanced firewalls and traffic routed through a redundant load balancing system with automatic failover. This system must provide Secure Sockets Layer (SSL) encryption for the Portal web servers and distribute the load to Application servers running on enterprise-class operating systems. All Application server traffic must be monitored by firewalls that offer additional security targeting layer 7 traffic of the Portal.
- b. The OCIO is responsible for Domain Name System (DNS) forwarding for all State managed Domain names such as Nebraska.gov and ne.gov and will continue handling DNS forwarding. All add/remove/change requests related to DNS are sent to the OCIO help desk and then routed to the appropriate staff.

### **4. SECURE COMMUNICATIONS WITH THE STATE**

Communication with the State's systems occurs via an encrypted Virtual Private Network (VPN) tunnel. The VPN connects securely to the data sources inside the state's infrastructure. Only the Application servers are allowed to talk directly to a clustered database environment. This is a two-node database cluster, utilizing clustering with automatic failover.

### **5. DATA STORAGE, REPLICATION, AND BACKUP**

Data storage, replication, and backup services must be located in the United States and must use leading technologies. The Network Manager must provide a high-speed Storage Area Network (SAN) fabric that allows for fiber data transfer speeds for the Portal. In addition to this highly available SAN platform, the Network Manager must use data deduplication technology for backup processes, which must be replicated offsite in real time. This allows for rapid restoration of backups at fiber speeds and minimizes the space required to keep large amounts of backup data.

#### **6. HOSTING ENVIRONMENT**

The Network Manager must provide clustered Secure File Transfer Protocol (SFTP) servers to Partners who manage their websites hosted on the Portal. These servers will provide the means to upload and download data during scheduled exchanges of bulk information for Users. A completely independent, non-clustered development and test environment must be established that mimics the production environment. Separate web servers, Application servers, and database servers must be provided.

#### **7. MAINTENANCE**

The Network Manager will perform normal and preventative Maintenance at times that will not adversely impact daily operations. The Network Manager will interface and consult with all hardware and software vendors to identify and correct problems. Emergency Maintenance will be performed as soon as reasonably possible.

#### **8. VERSION CONTROL**

Network Manager will monitor and report to the NSRB at meetings of the NSRB on the release of new versions of Application and website framework and software used by Network Manager, including version sunset dates. Network Manager will upgrade Application and website framework and software on a timely basis, prior to announced sunset dates, unless otherwise approved by the NSRB, and maintain version control history and documentation for all Applications and websites. Such version control history and documentation will be available to the NSRB upon request. Network Manager will be solely responsible for maintaining the currency of hardware, software and network infrastructure, at no additional cost to the State, while maintaining normal operations, including performance of new development work.

Network Manager will immediately upgrade Application and website framework and software in the event such upgrade(s) are required for continuity of service.

The Network Manager will include within the business plan required under the Contract, a plan to ensure compliance with this section.

#### **9. DATA SECURITY REQUIREMENTS**

The Network Manager will:

- a. Comply with State and Partner standards, as applicable, for data security through the use of passwords, specialized software, or other appropriate means.
- b. Be responsible for compliance with and online security consistent with online payment card industry standards, specifically, the most current version of Payment Card Industry's Data Security Standards (PCI DSS).
- c. Comply with international, federal and State statutory and regulatory requirements as applicable to Partner data, as amended from time to time, including but not limited to, requirements for Health Insurance Portability and Accountability Act (HIPAA), Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), and the federal Drivers' Privacy Protection Act of 1994, Pub.L.103-322, as may be applicable to services implemented by the Network Manager.
- d. Require data centers and all hosting services to be located in the United States and undergo a comprehensive annual certification by a national security firm. This certification must include quarterly external and internal scans on the entire infrastructure.
- e. Possess a Business Continuity Plan and Disaster Recovery Plan that describes how its organization would implement the latest backup technologies to keep the Portal operational in a disaster.
- f. Hold Business Continuity Planning certification(s) within the organization.
- g. Provide access controls, Application security, Portal security, operational security, physical security, and cryptography for information security.
- h. Employ an Information Security Officer (ISO) in its organization and/or parent organization.
- i. Perform service audits that assess internal controls and data security safeguards.

**L. SOFTWARE DESIGN REQUIREMENTS**

1. The Network Manager will provide or develop hardware and software as may be necessary to make the Portal operational. Hardware and software will be compatible with State and Partner environments and will adhere to all standards, policies, guidelines, and bulletins issued by NITC and the OCIO relative to participation in the use of the State's central computing and telecommunications facilities.
2. The Portal must allow the owners of content that changes regularly, such as schedules, agenda, and uploaded documents, to have direct access to their content for editing and the publishing of new content. It must also have the ability to automate an approval process for such changes. This process must be customizable for individual circumstances. The content management software must allow for access based on security settings defining various roles including site management, webmaster, editor, author, etc. This software must have the capacity to define new roles as needed.
3. All Applications will not be browser or platform specific and must be device agnostic or accessible from computers and Mobile Devices.
4. The Network Manager will include the NSRB in its change management process. Change management involves assessing and reporting on the risk and timing of an implementation against the other components of the information technology environment and services.

**M. SOFTWARE OWNERSHIP AND LICENSING**

1. The State will be entitled to a perpetual, nonexclusive, royalty-free right-to-use license to all software, documentation, interfaces, and source code utilized in operating the Portal.
2. The Network Manager will be responsible during the term of this Contract for maintaining Portal hardware and software.

**N. ESCROW REQUIREMENTS**

1. The Network Manager will deposit all source code for all Applications and websites developed under this Contract into escrow. An escrow agent will be selected and mutually agreed upon by the Network Manager and the NSRB. The Network Manager will pay all expenses related to the escrow requirements set forth in this section. The Network Manager will provide the NSRB with a copy of the Network Manager's proposed agreement with the escrow agent. The escrow agreement will include direction to the escrow agent to release all escrowed items to the State upon termination or expiration of the Contract. The escrow agreement will be mutually agreed upon by the parties and will be included as an addendum to the Contract.
2. The Network Manager must deliver to the agreed upon escrow agent, a copy of the source code, including any updates or changes, monthly during the term of Contract. All copies of source code delivered to and deposited with the escrow agent must be clearly identifiable and dated. The Network Manager warrants that all source code delivered to and deposited with the escrow agent will be free from any virus or device which would prevent it being used for the understanding, maintaining, modifying, correcting or enhancing of the software, or which would prevent or impede a thorough and effective verification of the source code. Escrowed materials will include source code for software used in production on the Portal and detailed support documentation instructions and procedures for set up, compilation and execution.
3. The NSRB may, at its cost and at any time, request the Network Manager to verify or demonstrate that the source code when compiled and executed performs consistently with the most current version of the software in use for the Portal.
4. The Network Manager will have the authority to remove superseded source code and documentation if it is simultaneously replaced with the most current version of the superseded source code and documentation.
5. Upon expiration or termination of the Contract, or in the event the Network Manager becomes unable to perform, a copy of the software, as it exists upon such date, will be delivered to the State from the escrow account within thirty (30) calendar days, using a method and form or format acceptable to the State.
6. The Network Manager will include along with its annual audited financial statements submitted to the NSRB, evidence of continued payment of the escrow fees or other evidence of the ongoing existence of such escrow relationship, as determined acceptable by the NSRB.

## **O. TRANSITION PLAN REQUIREMENTS**

The Network Manager must provide a transition plan within 30 days of the commencement date of the Contract to assume responsibility as the Network Manager and provide a transition plan for transition to a new vendor upon request of the NSRB.

1. The transition plan will facilitate:
  - a. Transfer of all knowledge necessary to operate all Portal services;
  - b. Documentation of all necessary support processes, procedures, functions, and staffing requirements; and
  - c. Collaboration to affect an orderly transition of operational control.
2. The transition is the joint responsibility of the current Network Manager and the subsequent Network Manager, with oversight provided by the NSRB. The transition plan should include:
  - a. project schedule with key milestones defined in terms of duration;
  - b. descriptions of approach to knowledge transfer, including capturing and preserving the knowledge necessary to maintain the functions, Applications, and services of the Portal;
  - c. the resources and the time commitments for training and knowledge transfer activities;
  - d. measurements for proving the knowledge transfer is working effectively;
  - e. outline of procedures to be followed during the transition period, including a detailed plan by Partner and Application, showing when processing of each will be transitioned to the successor Network Manager's operations over a 12-month transition period with no interruptions or service degradation;
  - f. roles and responsibilities as they relate to Portal transition;
  - g. detailed headcount projections with job skills within each area of operational responsibility;
  - h. point of contact and procedures for managing problems or issues during the transition period;
  - i. transition test plan and procedures;
  - j. communication plan;
  - k. risk mitigation plan and strategy; and
  - l. contingency plan for failed transition.
3. The Network Manager will cooperate and will secure the cooperation of subcontractors during the transition period and in integrating replacement electronic payment software, if requested by the NSRB.

## **P. END OF CONTRACT PROVISIONS**

It is imperative that the Portal remain fully operational during transition upon termination or expiration of the Contract. Upon such termination or expiration:

1. The State and Partners own Partner data. Network Manager will not obtain any right, title, or interest in any Partner data, or information derived from or based on Partner Data. Network Manager will first return all Partner data in a usable format as agreed to by the Partner and Network Manager. Upon direction from the NSRB, the Network Manager will erase, destroy, and render unreadable all Network Manager backup copies of Partner data and certify in writing that these actions have been completed within 30 days after the written request of the NSRB.
2. The NSRB may request copies of the software for purposes of review by a subsequent contractor.
3. The NSRB will receive all software placed in escrow within thirty (30) calendar days using a method and form or format acceptable to the State.
4. The Network Manager will, at the option of the NSRB, continue to operate under this agreement as Portal manager in accordance with all terms and conditions of the Contract, together with any amendments or modifications in existence at such time, for a period to be determined by NSRB, which period will be at least 12 months but will not exceed 30 months from the time of expiration or notification of termination from the NSRB to the Network Manager, whichever occurs earlier. The NSRB will provide notice of duration and intent to utilize this option prior to the expiration or termination of the Contract. The intent of this provision is to ensure continuation of Portal operations for a transition period.
5. The Network Manager agrees to make an orderly transition of the services defined in this Contract and to perform all tasks in good faith that are necessary to preserve the integrity of Portal operations. The Network Manager will make every reasonable effort to ensure that any such transition will be performed in a professional and businesslike manner and will comply with the reasonable requests and requirements of the

NSRB, and any subsequent contractor, to accomplish a successful, seamless, and unhindered transfer of responsibilities.

6. During the transition period, the Network Manager will be entitled to the same fee arrangement, whether hourly fees or Portal Fees, under agreements in effect governing compensation under the Contract.
7. The Network Manager will cease all new project design or development licensed under this Contract during such transition period.
8. The Network Manager will lose all claim to further compensation pursuant to this Contract upon the completion of the transition period.

**Q. GUARANTOR**

If the Network Manager is a wholly owned subsidiary of a parent company, corporation or other business entity, the parent or controlling corporation will provide to the NRB company financial statements and will cosign as a guarantor of performance under the Contract. The parent guaranty shall be an amount equal to two times net revenues received by the Network Manager for its services provided under the new or existing Network Manager contract with the State in the previous 12-month period or \$2,000,000, whichever is greater.

**R. PENALTY**

If there is a loss of the functionality of one (1) or more hosted services provided by the Network Manager, the Network Manager shall immediately restore the functionality of the service within two (2) hours during peak usage periods which are 7:00 am to 7:00 pm Central Time each day, except state recognized holidays, and within three (3) hours during off peak periods, i.e. 7:00 pm to 7:00 am Central Time each day and all holidays observed by the State of Nebraska.

In the event the loss of functionality of any service is attributable to a defect in the system or the Application or website due to the acts or negligence of the Network Manager, the Network Manager will pay a penalty of two thousand dollars (\$2,000) per hour for each hour an Application is not fully functional after the time-periods set out above at the discretion of the NRB. However, if the NRB determines such non-functionality is caused by reasons other than the acts or negligence of the Network Manager, the Network Manager shall not be subject to this penalty.

The penalty shall not exceed the sum of Twenty Thousand Dollars (\$20,000) per occurrence and not per service, Application or website. Loss of functionality might occur in several services due to one error in code; any penalty would be determined by the length of time required to return all functionality rather than the number of services affected. Ex: During peak hours, 5 Applications become unavailable and full functionality is restored after 4 hours, the penalty would be \$4,000 (Penalty begins after the allowed 2 hours for restoration of functionality, so 2 hours beyond those allowed at \$2,000 per hour). The determination of whether the loss of functionality was due to Force Majeure or beyond the control of the Network Manager shall be made by the NRB and such determination shall be reasonable in good faith and in writing.

## VI. SOLICITATION RESPONSE INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Corporate Overview, and Technical 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: format and order:

### 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 twenty-four (24) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for 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:

i. 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.

ii. Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as subcontractor projects.

iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the 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:

- i. name, address, and telephone number of the subcontractor(s),
- ii. specific tasks for each subcontractor(s),
- iii. percentage of performance hours intended for each subcontract; and
- iv. total percentage of subcontractor(s) performance hours.

2. **TECHNICAL RESPONSE**

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

- a. Bidder must respond to each item in Attachment A - Form A.1. and provide hourly rates for time and materials projects in the Service Matrix – Attachment A - Form A.2.

**BIDDER MUST COMPLETE THE FOLLOWING**

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder is not owned by the Chinese Communist Party.

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

**NEBRASKA VENDOR AFFIDAVIT:** Bidder hereby attests that bidder is a Nebraska Vendor. "Nebraska Vendor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation. All vendors who are not a Nebraska Vendor are considered Foreign Vendors under Neb. Rev Stat § 73-603 (c).

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

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

**THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN**

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

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

NAME:	
TITLE:	
PHONE:	
EMAIL:	