

## 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 of 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.	<p>Last day to submit "Intent to Propose"</p> <p><b>Appendix A and Appendix B will be provided via email once a complete Intent to Propose is received.</b></p> <p>ShareFile link for uploading Intent to Propose:  <a href="https://nebraska.sharefile.com/r-rd87f52542851443193cd2249296e1e7f">https://nebraska.sharefile.com/r-rd87f52542851443193cd2249296e1e7f</a></p>	August 20, 2025
3.	<p>Last day to submit written questions-Round 1.</p> <p>ShareFile link for uploading questions: <a href="https://nebraska.sharefile.com/r-rd80f21ebc98148c1bb0c591f4be0bdcb">https://nebraska.sharefile.com/r-rd80f21ebc98148c1bb0c591f4be0bdcb</a></p>	August 22, 2025
4.	<p>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></p>	September 5, 2025
5.	<p>Last day to submit written questions-Round 2</p> <p>ShareFile link for uploading questions: <a href="https://nebraska.sharefile.com/r-rfb4a08461b67445ea963ec7bfa801194">https://nebraska.sharefile.com/r-rfb4a08461b67445ea963ec7bfa801194</a></p>	September 19, 2025
6.	<p>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></p>	September 26, 2025
7.	<p>Electronic Solicitation Opening – Online Via Webex</p> <p>IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES BY OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES.</p> <p>ShareFile Electronic Solicitation Submission Link:  <a href="https://nebraska.sharefile.com/r-r58a99500888c4c2dbec77d570054f96c">https://nebraska.sharefile.com/r-r58a99500888c4c2dbec77d570054f96c</a></p> <p>Join Webex Meeting  <a href="https://sonvideo.webex.com/sonvideo/j.php?MTID=m6652f34c944a6c1a8955d4dbd81e24bb">https://sonvideo.webex.com/sonvideo/j.php?MTID=m6652f34c944a6c1a8955d4dbd81e24bb</a></p> <p>Join by the webinar number  Webinar number (access code): 2485 506 7973  Webinar password: 3EDyhUTmM99 (33394886 when dialing from a phone or video system)</p> <p>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.</p> <p>Join by phone  +1-408-418-9388 United States Toll  Global call-in numbers</p>	<p>October 23, 2025  2:00 PM  Central Time</p>
8.	Review for conformance to solicitation requirements	October 24, 2025 – October 31, 2025
9.	Evaluation period	November 3, 2025 – November 21, 2025
10.	"Vendor Demonstrations" (if required)	December 1, 2025 – December 5, 2025
11.	<p>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></p>	December 11, 2025

Schedule of Events		
ACTIVITY		DATE/TIME
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.)
KS		

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.)
KS		

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

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

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

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

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

## 3. EVIDENCE OF COVERAGE

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

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.

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

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

**D. CURRENT FINANCING MODEL**

Under Neb. Rev. Stat. § 84-1205(3), the NSRB 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 NSRB. 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 NSRB. The Subscription is generally applicable to information that has commercial value. Agency Subscribers do not pay the Subscription Fee, but the NSRB approves free access on a case-by-case basis. Except for fees set in statute, approval of any Portal Fee is subject to the NSRB'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 NSRB, with 80 percent going to the Network Manager and 20 percent going to the NSRB. 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 NSRB. 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 NSRB, 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 NSRB 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 NSRB prior to use by the Network Manager. If a new Portal Fee is proposed to the NSRB, a draft addendum is then prepared by the Network Manager and presented to the NSRB for review and approval.
4. Portal Fees are subject to periodic review and adjustment by the NSRB 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 NSRB.
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 NSRB 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 NSRB. 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 NSRB. 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:

<b>Role/Title</b>	<b>Hourly Rate</b>
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://nitc.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 facilitate 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 NSRB, 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 NSRB 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 NSRB. However, if the NSRB 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 NSRB 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.

Contractual Agreement Form

BIDDER MUST COMPLETE THE FOLLOWING

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

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

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

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

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

THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

COMPANY:	Concourse Tech Inc.
ADDRESS:	169 Madison Ave, Ste 15520, New York, NY 10016
PHONE:	646-305-9964
EMAIL:	sales@concoursetech.com
BIDDER NAME & TITLE:	Kelsey Shaner, Operations Manager
SIGNATURE:	<div>Signed by:  4BE15F38008C46A...</div>
DATE:	10/23/2025

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

NAME:	
TITLE:	
PHONE:	
EMAIL:	

<b>SOLICITATION ADDENDUM ONE REVISED SCHEDULE OF EVENTS</b>
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**SOLICITATION NUMBER: 122777 O5**

**Network Manager Services**

**Opening Date: October 23, 2025**

**2:00 PM Central Time**

**Addendum Effective Date: September 3, 2025**

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**Revised Schedule of Events**

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the responsibility of bidders to check the State Purchasing Bureau website for all addenda or amendments.

Activity		Date/Time
1. 1	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>	<del>September 5, 2025</del> <b>September 10, 2025</b>
2.	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 19, 2025
3.	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>	September 26, 2025

Activity	Date/Time
<p><b>4.</b> Electronic Solicitation Opening – Online Via Webex</p> <p>IT IS THE BIDDER’S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES BY OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES.</p> <p>ShareFile Electronic Solicitation Submission Link:  <a href="https://nebraska.sharefile.com/r-r58a99500888c4c2dbee77d570054f96c">https://nebraska.sharefile.com/r-r58a99500888c4c2dbee77d570054f96c</a></p> <p>Join Webex Meeting  <a href="https://sonvideo.webex.com/sonvideo/j.php?MTID=m6652f34c944a6c1a8955d4dbd81e24bb">https://sonvideo.webex.com/sonvideo/j.php?MTID=m6652f34c944a6c1a8955d4dbd81e24bb</a></p> <p>Join by the webinar number  Webinar number (access code): 2485 506 7973  Webinar password: 3EDyhUTmM99 (33394886 when dialing from a phone or video system)</p> <p>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.</p> <p>Join by phone  +1-408-418-9388 United States Toll  Global call-in numbers</p>	<p>October 23, 2025  2:00 PM  Central Time</p>
<p><b>5.</b> Review for conformance to solicitation requirements</p>	<p>October 24, 2025 – October 31, 2025</p>
<p><b>6.</b> Evaluation period</p>	<p>November 3, 2025 – November 21, 2025</p>
<p><b>7.</b> “Vendor Demonstrations” (if required)</p>	<p>December 1, 2025 – December 5, 2025</p>
<p><b>8.</b> 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></p>	<p>December 11, 2025</p>
<p><b>9.</b> Contract finalization period</p>	<p>December 12, 2025 – March 13, 2026</p>
<p><b>10.</b> Contract award</p>	<p>March 20, 2026</p>
<p><b>11.</b> Vendor start date</p>	<p>April 1, 2026</p>

This addendum will be incorporated into the solicitation.

## SOLICITATION ADDENDUM TWO QUESTIONS AND ANSWERS

**SOLICITATION NUMBER: 122777 O5**  
**Network Manager Services**  
**Opening Date: October 23, 2025, 2pm CST**  
**Addendum Effective Date: September 10, 2025**

### Questions and Answers

The following are the questions submitted and answers provided for the above-mentioned solicitation. The questions and answers are to be considered as part of the solicitation. It is the responsibility of bidders to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>	<u>State Response</u>
1.	V.K – Technical Overview	35	Does the State have a preferred cloud hosting vendor (e.g., Google Cloud, AWS, Azure), or should the proposer recommend the best fit?	No, there is not a preferred cloud hosting vendor. However, all cloud hosting must be in compliance with NITC Standards, OCIO policies, and any other requirements applicable to the data being hosted. Bidder should describe bidder's plan for meeting the Technical Overview requirements in RTM 15.
2.	V.C – Current Portal Operations and Environment	26	Please confirm the size of data (volume and formats) expected to be migrated from existing systems into the new solution.	Appendices A and B contain a list of all current portal websites and applications. The selected Vendor should anticipate providing, supporting, maintaining, and hosting these services and migrating data necessary to continue maintaining the website or application. Exact volume and format of data are not available at this time.
3.	V.D – Current Financing Model	27	Is a combination of onshore and offshore staffing acceptable for implementation and support activities?	No. See V.F.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 have personnel located in Lincoln, Nebraska.
4.	V.C – Current Portal Operations and Environment	26	Can you provide an estimate of the number of internal staff users and expected external/public users of the portal?	The incumbent Vendor reported 1.7 million Portal website page views, 21,000,000 transactions processed, and 942,380 users in 2024. Most services are public facing, but some have backend services for internal use. Any state agency, board or commission may participate in the Portal, along with local government entities.
5.	V.K – Technical Overview	35	Are there preferred integration methods or middleware tools that the State expects vendors to use when connecting with existing systems?	No, there are no preferred integration methods or middleware tools that the State expects vendors to use. Partners use a variety of software solutions and Systems. The selected Vendor must be flexible in offering integration methods and middleware tools that are compatible with Partner software and Systems, acceptable to the Partner, and in compliance with NITC Standards and OCIO policies.
6.	III.P – Nebraska Technology Access Standards	21	Are there mandatory compliance standards, such as CJIS, NIST, or FedRAMP, that the solution must adhere to?	See V. K. 9. Data Security Requirements. Services are developed as requested by Partners. Partners may require compliance with standards applicable to the data or information received or processed. In addition, the NITC Standards reference and incorporate compliance standards. The selected Vendor will have to discuss these requirements with the relevant Partner on a project-by-project basis, and comply as specified by Partner.

7.	III.J – Insurance Requirements	18	Please confirm if cyber liability insurance is specifically required in addition to general liability and professional liability.	Yes, cyber liability insurance in the amount of \$15,000,000 is required.
8.	V.O – Transition Plan Requirements	38	What is the expected transition timeline with the incumbent vendor, and will there be a period of overlap?	There may be a period of overlap up to 30 months to transition websites and services. The actual transition period will depend upon the start date of the Contract, and will be specified by the NSRB. A new Vendor would not obtain the transactional revenue for a service until the service is transitioned to the new Vendor and live.
9.	General	N/A	Is the current incumbent vendor eligible to rebid for this contract, and are there any identified issues or challenges with their performance?	The current incumbent Vendor may submit a response to the RFP.
10.	General	N/A	Is there an estimated budget range or ceiling for this project that proposers should align with?	No. The Portal operates primarily using a self-funding model, without increasing the tax burden on the citizens of Nebraska. See Appendix C. for Network Revenue and Transactions.
11.	V.M – Software Ownership and Licensing	37	Does the State require full ownership of custom-developed code, and how should third-party components be licensed?	As provided in V.M., 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. As noted in the RFP, there are exceptions outlined in the incumbent Vendor's contract. Bidders may propose exceptions for review.
12.	V.N – Escrow Requirements	37	Please clarify escrow deposit frequency, acceptable escrow agents, and release triggers (e.g., insolvency).	As provided in V.N., the escrow agent will be selected and mutually agreed upon by the Network Manager and the NSRB. A reliable, experienced third-party is

				<p>expected, and factors like company size, location, time in business, security, and insurance coverage will be considered.</p> <p>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 (or more frequently, following software updates or changes). 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.</p>
13.	V.R – Penalty	39	Please confirm how uptime is measured and reported, and whether penalties are cumulative across applications.	<p>Uptime statistics are measured and reported to the NSRB quarterly in the Management Report.</p> <p>The penalty addressed in V.R. is applied per occurrence, not per service, Application or website.</p>
14.	VI.A – Solicitation Response Submission	28	Please confirm whether vendors must strictly adhere to the hourly rates provided in the RFP, or if we may propose our own rates that differ (including higher rates) in Attachment A	<p>Vendors should provide their hourly rates for Portal time and materials projects on Form A.2. Bidder must list each role/title and provide an hourly rate. All travel expenses must be included in the rates.</p> <p>There is no guaranty on the number of hours that will be used under the Contract.</p>
15.	V.E – Infrastructure	28	Can you provide a high-level overview or inventory of the current IT infrastructure and systems in use?	<p>Appendices A and B contain a list of all current portal websites and Applications. The selected Vendor should anticipate providing,</p>

				<p>supporting, maintaining, and hosting these services. Websites are currently hosted using Pantheon. Applications are currently hosted either in a cloud environment or two geographically separate Tier IV datacenters with failover options. Please see V.K.</p> <p>Application development needs of Partners may involve using a variety of programming languages, 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.</p>
16.	V.A – Background / Overview	25	What are the key IT challenges or pain points the State currently faces?	<p>The term of the incumbent Network Manager's contract continues through March 30, 2026, with an option to extend. The NSRB is responsible for contracting with a Network Manager to implement, operate, and expand the State's online information Portal and do so without increasing the tax burden to the citizens of Nebraska. The Network Manager will work with Partners to determine what services are needed and propose solutions within the scope of the Network Manager's contract.</p>
17.	V.H – Performance and Strategic Planning	32	What is the expected level of budget detail in the strategic plan (e.g., ballpark figures or detailed cost modeling)?	<p>Please review Section V.G. Business Plan, which provides for the inclusion of a financial plan, including estimated revenues and expense projections, and a summary of any changes or updates to accounting practices and electronic payment functions.</p>

				Please also review V.E.3.k.
18.	V.H – Performance and Strategic Planning	32	Are there existing performance indicators used by the State that we should align with?	The NSRB provides oversight of the Portal, including Network Manager performance. Network Manager performance is evaluated based upon the entirety of the Network Manager's responsibilities, including, but not limited to: Partner and User satisfaction, uptime requirements, fulfilling operation plans in the Network Manager's business plan required by Section V.G., and completing projects within established timelines, as prioritized and approved by the NSRB, and compliance with NITC Standards.
19.	F. Staffing Requirements, Item #3	32	The RFP states, "It is preferred that the Network Manager has personnel located in Lincoln, Nebraska." Can you please clarify if there is a percent of the project staff or certain roles that you would prefer to be in Nebraska? Will this preference be given any weight in evaluation?	The Network Manager works closely with Partners, including regular in-person meetings to discuss project progress and Partner needs. The Network Manager also meets in-person regularly with the Executive Director of NSRB and attends all scheduled NSRB meetings. It is preferred that leadership and project management staff be present in Nebraska. Bidder's response RTM 10 regarding V.F. Staffing Requirements will be scored in the evaluation process.
20.	F. Staffing Requirements, Item #5	32	Can the State clarify the conditions under which E-Verify is deemed "appropriate" for background checks of personnel or subcontractors? Are there specific roles or tasks that trigger this requirement?	Please see Section III. C. Employee Work Eligibility Status regarding the applicability of E-Verify.

21.	I.H, Submission of Technical Response	4	Will the State provide an evaluation scoring matrix or weighting for the Corporate Overview and Technical Response?	The Evaluation Criteria will be posted online after the solicitation opening.
22.	I.H, Submission of Technical Response	4	Is there a budget range or cap the State is allocating towards this project?	The Portal operates primarily using a self-funding model, without increasing the tax burden on the citizens of Nebraska. Partners, at their discretion, may use the Contract to request time and materials work at approved hourly rates.
23.	V.D., Current Financing Model, 2	27-28	Section V.D explains that Portal Fees can be either Margin or Non-Margin, with Margin fees split 80/20 between Network Manager and NSRB. Users usually pay the Portal Fee at checkout. Would the State prefer proposals that (a) remove citizen-paid Portal Fees for statutory licenses, registrations, and permits in favor of agency-funded, fixed per-transaction pricing approved by the NSRB, and (b) give positive consideration during evaluation to proposals that decrease or eliminate citizen-paid Portal Fees?	The NSRB is required to finance the operation and maintenance of the Portal from transaction revenue pursuant to Neb. Rev. Stat. §84-1205. Proposals should include a plan for operating within the current model. Bidders may also propose alternative solution(s) that comply with Neb. Rev. Stat. §84-1205 for review.
24.	V.D., Current Financing Model, 2	27-28	To advance the RFP's self-funding goal without increasing the tax burden, would the State permit replacing most per-transaction Portal Fees for statutory services with an NSRB-approved fixed Platform Subscription covering shared services (hosting/CDN, CMS, identity, observability, accessibility audits, core DevOps), funded through existing mechanisms under NSRB authority (its 20% share, subscriptions, time-and-materials, and grants), subject to NSRB approval?	The NSRB is required to finance the operation and maintenance of the Portal from transaction revenue pursuant to Neb. Rev. Stat. §84-1205. Proposals should include a plan for operating within the current model. Bidders may also propose alternative solution(s) that comply with Neb. Rev. Stat. §84-1205 for review.

25.	V.D., Current Financing Model, 2	27-28	Please confirm that proposals may include either or both models (agency-funded fixed per-transaction and/or platform subscription) and that the State will consider them as long as NSRB's oversight, fair, reasonable, and appropriate pricing criteria, and any statutory fee requirements are maintained.	The NSRB is required to finance the operation and maintenance of the Portal from transaction revenue pursuant to Neb. Rev. Stat. §84-1205. Proposals should include a plan for operating within the current model. Bidders may also propose alternative solution(s) that comply with Neb. Rev. Stat. §84-1205 for review.
26.	V.D.4, V.J	Varies	What is the typical timeline and process for NSRB approval of new or adjusted Portal Fees? Are there specific criteria or thresholds (e.g., cost recovery, user impact) that the NSRB prioritizes when reviewing fee proposals?	See V. J. for the criteria the NSRB will use to evaluate Portal fees. Regarding the typical timeline, the Network Manager discusses the appropriate fee with the relevant Partner. The Network Manager and Partner representative attend the NSRB meeting to assist in presenting the proposed new or adjusted fee to the NSRB. The NSRB must approve the fee. The NSRB meets quarterly, unless there is no current business.
27.	V.E.5.29-30	Various	Does the requirement for a live help representative online "at any time day or night" (Section V.E.5.30) mandate 24/7 live support coverage, or is this limited to the 8:00 AM to 6:00 PM CT hours specified for telephone and chat support?	Yes. The Network Manager should provide online live support 24 hours a day, 7 days a week.
28.	V.E.5.29-30	Various	Can the State provide an estimate of the current or historical volume of User and Partner support inquiries (e.g., calls, emails, chats per month) to assist in planning help desk staffing and resources?	The incumbent Vendor reported an average of 2,680 monthly support inquiries. There may be filing times which impact the volume of support inquiries.
29.	V.K.I	35	Can the State confirm whether the primary and secondary data centers classified as "Tier IV" must be owned and operated by the Network Manager, or can third-party hosting	Third-party hosting providers with Tier IV certification may be permitted, if in compliance with NITC Standards and OCIO policies.

			providers with Tier IV certification be utilized?	
30.	V.K (Technical Overview) and V.O (Data Security Requirements)	Various	How will the State evaluate compliance with standards with standards like PCI-DSS, HIPAA, and IRS Publication 1075 during the contract term? Are there specific certifications beyond PCI-DSS Attestation that are required?	The State will review data center comprehensive annual certifications, PCI-DSS Attestations of Compliance, and copies of audits that assess internal controls and data security safeguards. The NSRB or Partners may require additional documentation, audits or reviews to determine compliance.
31.	V.N.	Various	Does the State have any preferences or requirements regarding the type of escrow platform, file formats, or standards—such as the use of certain repositories or designated escrow agents—for depositing source code and related documentation?	As provided in V.N., the escrow agent will be selected and mutually agreed upon by the Network Manager and the NSRB. A reliable, experienced third-party is expected, and factors like company size, location, time in business, security, and insurance coverage will be considered. 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 or more frequently, following software updates or changes.
32.	Appendix A and Appendix B	n/a	Are there any planned changes to the services or websites listed in Appendices A and B that may affect solution design?	It is anticipated, though not guaranteed, that Applications and websites in Appendices A and B will continue to be operated and managed through the Portal. New services are regularly added. In addition, Partners are consistently seeking to modernize services, and legislation may mandate changes. These changes can result in transition of services to a new vendor, transition to a new application or platform provided by the Network Manager, or a Partner only



				needing payment processing services from the Network Manager. The Network Manager must be prepared to accommodate Partner requests for changes or terminations of service.
33.	Appendix A and Appendix B	n/a	Will there be a single point of contact for all agencies and boards mentioned in the appendices, or will separate stakeholder engagement be required?	The Network Manager will work directly with the Executive Director of the NSRB, but separate engagement with contacts designated by Partners will also be required.
34.	Appendix A	n/a	Will of the applications listed in Appendix A in scope for this RFP need to be re-platformed as part of the Portal, and priced for accounted for in the bidder's technical approach?	It is anticipated, though not guaranteed, that Applications and websites in Appendices A and B will continue to be operated and managed through the Portal. The selected bidder will need to develop a plan to continue such services and websites. Some Applications are on proprietary low-code/no-code platforms and will likely need to be replatformed or custom built. Any escrowed materials will be provided to the selected Vendor. The Portal operates primarily using a self-funding model, without increasing the tax burden on the citizens of Nebraska. Services are provided and the Network Manager receives revenue through Portal Fees. Partners, at their discretion, may use the Contract to request time and materials work at approved hourly rates.
35.	Appendix A and Appendix B	n/a	If the answer to the above is no, If not, is there a plan to move them over in a phased approach? Are there any services or websites listed in Appendix A and B that are expected to be prioritized or	Transition plan requirements are included in V.O. The priority of transition of services and websites will be agreed upon by the incumbent Vendor, selected Vendor,

			excluded from the initial phase?	and the NSRB, in consultation with Partners.
36.	Appendix A	n/a	Is there a future plan for Nebraska state websites not on this list, e.g., <a href="https://cio.nebraska.gov">https://cio.nebraska.gov</a> ?	Partners make independent decisions regarding their websites. Any plan for the website of the OCIO would be determined by the OCIO, not the NSRB.
37.	A. PROJECT OVERVIEW	25	RE: Appendix A & B : Is there a prioritization of services and websites that should be considered? If so, please share.	It is anticipated, though not guaranteed, that Applications and websites in Appendices A and B will continue to be operated and managed through the Portal. The selected Vendor will need to develop a plan to continue such services and websites. Transition plan requirements are included in V.O. The priority of transition of services and websites will be agreed upon by the incumbent Network Manager, selected Vendor, and the NSRB, in consultation with Partners.
38.	A. PROJECT OVERVIEW	25	Please identify all legacy systems and technical platforms (including non-standard integrations, documentation/architecture diagrams, and any under-contract technologies) that must remain supported or cannot be decommissioned.	It is anticipated, though not guaranteed, that Applications and websites in Appendices A and B will continue to be operated and managed through the Portal. The selected Vendor will need to develop a plan to continue all services and websites. Application development needs of Partners may involve using a variety of programming languages, 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. Available documentation will be provided to the selected

				Vendor as part of the transition process.
39.	C. CURRENT PORTAL OPERATIONS AND ENVIRONMENT	26	Is the goal to have a centralized CMS system that will allow for scalability and governance, or provide autonomy to each website, where they dictate their content management? Is part of the strategy to consolidate solutions and systems across the current ecosystem?	Partners control their own website content. Bidders may propose strategies for scalability and governance.
40.	C. CURRENT PORTAL OPERATIONS AND ENVIRONMENT	N/A	Is there a pre-defined data migration process we must follow? If so, please share.	Transition plan requirements are included in V.O. The priority of transition of services and websites will be agreed upon by the incumbent Network Manager, selected Vendor, and the NSRB, in consultation with Partners. The selected Vendor should anticipate that data migration will be necessary, and will be coordinated with the incumbent Network Manager, Partners, and the NSRB.
41.	C. CURRENT PORTAL OPERATIONS AND ENVIRONMENT	N/A	Are there any federal integrations (e.g., IRS, DHS, FMCSA) currently supported through the Portal that have specific compliance obligations?	Yes. The selected Vendor will implement required integration as requested by Partners.
42.	C. CURRENT PORTAL OPERATIONS AND ENVIRONMENT	N/A	What is the aggregate bandwidth for all websites and services across the ecosystem?	The incumbent Vendor reported 1.7 million Portal website page views, 21,000,000 transactions processed, and 942,380 users in 2024. It is anticipated, though not guaranteed, that Applications and websites in Appendices A and B will continue to be operated and managed through the Portal. The selected Vendor will need to develop a plan to continue such services and websites.
43.	K. TECHNICAL OVERVIEW	35	The RFP requires Tier IV data centers, would Tier III+	Proposals should include a plan for operating in

			providers (e.g., AWS GovCloud, Azure Government) with redundancy/high availability be acceptable, and are there existing cloud provider contracts that must be used, or can bidders propose alternatives?	compliance with the provisions of the RFP. Bidders may propose alternative solution(s) for review; provided such solutions are in compliance with NITC Standards and other standards applicable to the data or information received or processed.
44.	C. CURRENT PORTAL OPERATIONS AND ENVIRONMENT, Point 9	26	Can NSRB confirm whether the current processor (Elavon / U.S. Bank ACH) will remain onboard, and provide historical transaction volumes, revenue per service, and details of revenue-generating vs non-revenue services?	The State's electronic payment processor is selected by the State Treasurer and the Director of Administrative Services. The current Elavon contract has a term of July 1, 2022 through June 30, 2028, with the option to renew for three (3) additional two (2) year periods. The bank is selected by the State Treasurer. The current contract with U.S. Bank has a term of September 1, 2021 through August 31, 2026, with the option to renew for two (2) additional one (1) year periods. The NSRB does not manage either of these contracts, but the State Treasurer and the Director of the Department of Administrative Services are represented on the NSRB. See Appendix C. for Network Revenue and Transactions. As of October of 2024, 45% of the Applications had no payment associated with the Application at all.
45.	F. STAFFING REQUIREMENTS, Point 3	32	The RFP notes a preference for staff in Lincoln, NE, is remote staffing acceptable for specialized roles? Will NSRB facilitate clearances/background checks, and are international subcontractors allowed if work/data remain in the U.S.? Finally, how will	The Network Manager and any subcontractors will perform all work under the Contract in the United States. It is preferred that the Network Manager have personnel located in Lincoln, Nebraska. The Network Manager works closely with

			collaboration with the content provider and Network Manager be structured?	Partners, including regular in-person meetings to discuss project progress and Partner needs. The Network Manager also meets in-person regularly with the Executive Director of the NSRB and attends all scheduled NSRB meetings. It is preferred that leadership and project management staff be present in Nebraska. Background checks are the responsibility of the selected Vendor. Partners provide and control Partner content and facilitate communication with Partner vendors, when requested by Partners.
46.	H. REPORTING REQUIREMENTS	32	What are the requirements for analytics, dashboards, and reporting (including visibility into metrics, preferred solutions, templates, and potential data consolidation), and what is the expected cadence of collaboration for portal enhancements and maintenance?	Reporting requirements are specified in V.H. Format is subject to approval by the NSRB. Maintenance requirements are found in V.K. Portal enhancements and non-emergency maintenance must be completed in coordination with Partners. See also Question #32.
47.	O. TRANSITION PLAN REQUIREMENTS, Point 2.e	38	The RFP allows 12 months for transition, can NSRB clarify which services must be transitioned earlier, whether dual operations with the incumbent are anticipated, and whether there are existing contracts that must be integrated or replaced?	Transition plan requirements are included in V.O. The priority of transition of services and websites will be agreed upon by the incumbent Vendor, selected Vendor, and the NSRB, in consultation with Partners. See Question #44 for existing contracts regarding payment processing. In addition, Partners use a variety of software solutions and Systems. The selected Vendor will implement required interfaces with “back-end” enterprise, legacy production systems and third-party vendor

				programming, as requested by Partners.
48.	G. BUSINESS PLAN, Point 2.e	32	Is the expectation for bidders to provide a visionary component to the portal: AI capabilities, UX Best-Practices, Technology Enhancements? How will approval of innovative services and associated fees be governed — via annual Business Plan, or ad-hoc NSRB approval?	Submission of an annual business plan includes an opportunity for proposing changes to bring innovation and efficiency to the Portal. In addition, Attachment A, RTM 25 provides the following: 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. Approval of innovative services and associated fees may take place at the time of Contract award, approval of the annual business plan, or at quarterly meetings of the NSRB.
49.	O. PERFORMANCE BOND	13	The Guarantor requirement may impose significant parent company liability. Would NSRB consider a performance bond or insurance guarantee as an alternative?	V.Q requires a parent guarantee. II.O. requires the selected Vendor also provide a performance bond.
50.	R. PENALTY	39	The RFP specifies penalties up to \$20,000 per occurrence. Can NSRB clarify whether this applies to each impacted application individually or to the incident as a whole?	The penalty addressed in V.R. is applied on a per occurrence basis (not per service, application or website).
51.	N. ESCROW REQUIREMENTS	37	Regarding software ownership and escrow: if third-party licensed software is used, can bidders exclude proprietary components from escrow while still complying?	As provided in V.M., 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. As noted in the RFP, there are exceptions outlined in the incumbent Vendor's contract. Bidders may propose exceptions for review.

52.	Compliance & Standards	N/A	Does NSBR have a government mandated Act to implement (IDEA ACT of 2018)?	The NSRB is not the designated state agency for administration of the Individuals with Disabilities Education Act (IDEA Act). Portal services are developed as requested and subject to requirements specified by Partners. Partners may require compliance with standards applicable to the data or information received or processed. The selected Vendor will discuss these requirements with the relevant Partner on a project-by-project basis.
53.	Compliance & Standards	N/A	Please confirm compliance and security requirements, including whether FedRAMP/StateRAMP certification is required vs internal attestation, backup/storage obligations (e.g., cold/offline), and all mandated frameworks (PCI-DSS, SOC2, ISO 27001, HIPAA, NIST 800-53, CIS, etc.).	See V.K. Technical Overview. The selected Vendor must 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. The State prefers an Elavon PCI-validated point-to-point encryption (P2PE) solution for payment devices. The selected Vendor must comply with NITC Standards, which reference and incorporate other compliance standards. Partners may require compliance with standards applicable to the data or information received or processed. The selected Vendor will discuss these requirements with the relevant Partner on a project-by-project basis.

54.	V.D., Current Financing Model, 2	27-28	The solicitation states that under the current model, "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 NSRB, with 80 percent going to the Network Manager and 20 percent going to the NSRB." Would the state be open to a different financial model from the current one?	The Portal operates primarily using a self-funding model, without increasing the tax burden on the citizens of Nebraska. Proposals should include a plan for operating within the current model. Bidders may also propose alternative solution(s) that comply with Neb. Rev. Stat. §84-1205 for review.
55.	IV. Solicitation Response Instructions	40	Please confirm that a vendor's response to Form A.1 Requirements Traceability Matrix satisfies the following RFP requirement: "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".	A completed Attachment A is required per the Solicitation Requirements in Section I.O. Form A.1 addresses the Project Overview and Scope of Work.
56.	Form A.1 RTM	1	Form A.1 RTM includes all content from RFP Section V Project Description and Scope of Work except D. Current Financing Model. Please confirm that the exclusion was intentional and that bidders are not required to respond to D. Current Financing Model in Form A.1.	RTM 13 addresses Bidder's understanding of and plan to operate within the Current Funding Model identified in Section V. Paragraph D of the RFP (referred to as the Current Financing Model in such section). Bidders must address V.D. Current Funding/Financing Model when responding to RTM 13.
57.	V. Q. Guarantor	39	Section V.Q. requires a parent guaranty for subsidiaries. Is the Guaranty due at the time of bid or the time of award and contract? Is there a format prescribed by NSRB to fulfill the Guarantor requirement?	The guarantee is due at the time of Contract award. The guarantee will be in writing and subject to approval of the NSRB.
58.			Can you elaborate on the expected timeline and process for transitioning existing Applications and websites to the new	Transition plan requirements are included in V.O. The priority of transition of services and websites will be agreed



			Network Manager's hosting environment, including any data migration responsibilities?	upon by the incumbent Vendor, selected Vendor, and the NSRB, in consultation with Partners. The selected Vendor should anticipate that data migration will be necessary, and will be coordinated with the incumbent Vendor, Partners, and the NSRB.
59.			What specific NITC Technical Standards and Guidelines (e.g., security, accessibility, cloud hosting) must be prioritized in the Network Manager's operations, and are there any anticipated updates to these standards during the contract term?	Compliance with the most current version of the NITC Standards is required for the duration of the Contract. Standards may be revised during the term of the Contract. Revisions occur through a public process initiated by the NITC's Technical Panel.
60.			Regarding Application development, what are the preferred programming languages, frameworks, or tools (e.g., Perl, Groovy, PHP, JAVA, .NET, COBOL) for compatibility with existing Partner systems, and how should bidders demonstrate experience with these?	Application development needs of Partners may involve using a variety of programming languages, 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. RTM 4 requires bidders to describe bidder's experience and plan to use a variety of programming languages or platforms and identify the programming languages and platforms. RTM 10 also provides an opportunity to summarize relevant bidder experience.
61.			For payment processing, can you confirm integration requirements with the current State Processor (Elavon, Inc.) and ACH services (U.S. Bank), and what PCI-DSS compliance evidence must be provided?	See question 44. The State's electronic payment processor is selected by the State Treasurer and the Director of Administrative Services. The bank is selected by the State Treasurer. The selected Vendor will

				provide Vendor's PCI-DSS Attestation of Compliance, along with copies of audits that assess internal controls and data security safeguards. The NSRB or Partners may require additional documentation, audits or reviews to determine compliance.
62.			How should the Network Manager handle interfaces with third-party systems or federal/state legacy systems, and are there specific APIs or protocols (e.g., for DMV or courts) that must be supported?	Partners use a variety of software solutions and Systems. The selected Vendor must be flexible in offering functionality that allows for communication and interaction, and is compatible with Partner software and Systems, acceptable to the Partner, and in compliance with NITC Standards and OCIO policies.
63.			Can you provide examples of "enhanced search engine capabilities" expected for the Portal, including any integration with AI or advanced indexing tools?	Search engine features must be efficient and improve the accuracy of search results by allowing Users to specify exact phrases, include and exclude certain words. Partners must be able to request results provided to Users be limited to specific domains or websites, ensuring credible sources. With approval by the NSRB, subject to agreed upon terms and conditions, search engine capabilities driven by artificial intelligence (AI) or other technology may be authorized. The NSRB approved a pilot AI project at the March 2025 meeting.
64.			What are the expectations for supporting Subscriptions, including batch processing for high-volume data access, and how many current Subscribers exist?	Appendices A and B contain a list of all current portal websites and applications. The selected Vendor should anticipate providing, supporting, maintaining, and hosting these services. V.E. provides expectations for

				supporting Subscription services. In some instances, Subscribers are frequent users of the services and not requestors of high-volume data access. The incumbent Vendor reported approximately 6,500 paid Subscriptions in 2024.
65.			What escrow requirements apply to source code, and which escrow agent is preferred or required?	See questions 12, 31, and 51.
66.			What are the expected user volumes and performance requirements?	The incumbent Vendor reported 1.7 million Portal website page views, 21,000,000 transactions processed, and 942,380 users in 2024. Performance requirements are outlined in the RFP, and generally include, but are not limited to, meeting project completion dates, ensuring security and availability of Portal services, uptime requirements, submitting required reports, operating in compliance with an approved business plan, and as otherwise directed by the NSRB.
67.	V.K.		What are the specific security requirements for data handling (e.g., encryption, access controls) in Section V.K, and how do they align with federal standards like NIST?	See V. K. 9. Data Security Requirements. See also question 53.
68.			Can you provide more details on current technology stack (e.g., low-code platforms, open-source CMS) used for Applications and websites?	See questions 15 and 34.

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This addendum will be incorporated into the solicitation.

# SOLICITATION ADDENDUM THREE REVISED SCHEDULE OF EVENTS

**SOLICITATION NUMBER: 122777 O5**  
**Network Manager Services**  
**Opening Date: October 23, 2025**  
**2:00 PM Central Time**  
**Addendum Effective Date: October 26, 2025**

## Revised Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the responsibility of bidders to check the State Purchasing Bureau website for all addenda or amendments.

	Activity	Date/Time
1.	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>	September 26, 2025 <b>October 3, 2025</b>
2.	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-r58a99500888c4c2dbec77d570054f96c">https://nebraska.sharefile.com/r-r58a99500888c4c2dbec77d570054f96c</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>  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 23, 2025 2:00 PM Central Time
3.	Review for conformance to solicitation requirements	October 24, 2025 – October 31, 2025
4.	Evaluation period	November 3, 2025 – November 21, 2025

<b>Activity</b>		<b>Date/Time</b>
5.	"Vendor Demonstrations" (if required)	December 1, 2025 – December 5, 2025
6.	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
7.	Contract finalization period	December 12, 2025 – March 13, 2026
8.	Contract award	March 20, 2026
9.	Vendor start date	April 1, 2026

This addendum will be incorporated into the solicitation.

# SOLICITATION ADDENDUM FOUR

## QUESTIONS AND ANSWERS

**SOLICITATION NUMBER: 122777 O5**

**Network Manager Services**

**Opening Date: October 23, 2025, 2 pm CST**

**Addendum Effective Date: October 3, 2025**

### Questions and Answers

Following are the questions submitted and answers provided for the above-mentioned solicitation. The questions and answers are to be considered as part of the solicitation. It is the responsibility of bidders to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>ITB Section Reference</u>	<u>ITB Page Number</u>	<u>Question</u>	<u>State Response</u>
1.	V.D., Current Financing Model, 2	27	Please confirm that the following financial solution complies with Nebraska Revised Statute 84-1205, which requires "operation and maintenance of the portal from revenue generated" and Section D (Current Financing Model) of the RFP which states that the "The Portal is primarily funded through a self-funding model" but "The Network Manager may charge a fixed hourly rate for certain time and material" activities.	Time and materials projects are a component of Portal operations, but funding from Portal Fees must be the primary funding source. The incumbent Vendor reported that as of October 31, 2024, 99.2% of all the incumbent Vendor's revenue in 2024 came at no cost to the State and that 10 projects (out of 278 projects) were funded on a time and material basis.
2.	V.M – Software Ownership and Licensing	37	In regard to the answer to question 11 from Round 1 of Q&A, what are the exceptions (in terms of software ownership) outlined in the incumbent Vendor's contract that the State is NOT entitled to?	Section II. O. of the incumbent Vendor's contract provides details regarding the State's license to all software currently utilized in operating the Portal. Electronic Services and third-party software are excepted from the license. There is a list of Electronic Services in the incumbent Vendor's contract. Electronic Services is defined in the incumbent Vendor's

				contract to include commercial, readily available services provided through hardware, software and network infrastructure hosted by the Contractor's parent, or another of its affiliates, that enable applications developed by the Contractor or any of its affiliates, to authorize and capture credit and debit cards for payments; and to process all other forms of electronic funds transfer, and to manage the registration of Users and the online transaction logging data, and the billing and collection of funds, for Network Users of fee services. It includes the services set forth on Exhibit E to the incumbent Vendor's contract. The incumbent Vendor's contract is numbered 84687 O4 and can be found online in the State Contracts Database: <a href="https://statecontracts.nebraska.gov">https://statecontracts.nebraska.gov</a>
3.	V.O. Transition Plan Requirements	38	Can the State confirm that the incoming vendor will be authorized to propose and prioritize the sequence of service and website transitions, subject to review and approval by the NSRB (i.e., the incumbent vendor is informed of the transition order and not a deciding party)	The selected Vendor will work with the NSRB, the Partner, and the incumbent Vendor to establish the sequence of service and website transitions. The transition sequence will be subject to final approval by the NSRB.
4.	V.D., Current Financing Model	27	Is there a limitation on the total amount of work that can be billed under the time and materials rate card for this contract?	Time and materials projects are a component of Portal operations, but funding from Portal Fees must be the primary funding source. The incumbent Vendor reported that as of October 31, 2024, 99.2% of all the incumbent Vendor's revenue in 2024 came at no cost to the State and that 10 projects (out of 278 projects) were funded on a time and material basis.
5.	V.D., Current Financing Model	27	Can the State confirm whether the time and materials rate card applies to all categories of work (including maintenance and	Time and materials projects are a component of Portal operations, but funding from Portal Fees must be the primary funding source to support all categories of work. The incumbent Vendor reported that as of October 31, 2024, 99.2%

			operations (M&O), enhancements, website migration, and new service development)? If not, which activities does the rate card apply to?	of all the incumbent Vendor's revenue in 2024 came at no cost to the State and that 10 projects (out of 278 projects) were funded by time and materials. Situations where time and materials projects may be appropriate include projects that bring in no transactional revenue and cannot otherwise be supported by existing Portal revenue. When projects are funded on a time and materials basis, there may be ongoing maintenance costs funded on a time and materials basis, when agreed to by the Partner, the Network Manager, and the NSRB.
6.	Appendix C Network Revenue and Transactions	N/A	The amount of Network revenue retained by the specific agency (i.e., Agency Share) is not indicated. Can the State provide an update to Appendix C (Network Revenue and Transactions) where this column has been inserted?	Appendix C to the RFP, as provided, shows the Network Manager's share of revenue. In most cases, Partners receive an amount designated in statute to support their activities and operations. Portal Fees are separate fees established to support the operations of the Portal.
7.	1 Final RFP	Pages 10, 16 and 22.	The RFP provides an Exception table for T&Cs, Vendor Duties, and Payment. Can we use our own combined version/format of this, or does it need to be completed in the format provided to us?	See Page 10 of the RFP, the first paragraph of Section II, including numbers 1-3. A Bidder may provide responses in a separate attachment as long as the bidder provides the required information listed in 1-3 of the exceptions directions.
8.	Scope of Work 1.C	28	Will there be a defined testing team from the customer side to sign off on testing validation?	Yes, Partners determine who the key participants in their projects are and perform testing and sign-off on projects prior to launch.
9.	Scope of Work E.1.i	29	With regards to the partner database references - will the be expected integrations that will require write access to these database for bi-directional integrations?	Yes. The selected Vendor must be flexible in offering integration methods and middleware tools that are compatible with Partner software and Systems, acceptable to the Partner, and in compliance with NITC Standards.
10	Scope of Work E.1.v	29	Will there be a prioritized set of multi-	Services are developed as requested by Partners. Partners



			lingual requirements by language?	may require multiple languages as necessary to ensure meaningful access to services and programs.
11.	Scope of Work K.9	36	Is there a date range for any historical data that is expected to be managed in the new solution?	Generally, the Portal is not the ultimate database of record for the Partner's records. However, it is likely that some data will need to be migrated to maintain continuity of operations and application function. The Network Manager will work with Partners to identify any data that will need to be migrated and managed as part of the transition planning and process.
12.	1 RFP FINAL	35	Will the NE Dept of Administrative Services relax the mandatory SLA requirement of ~99.87 uptime?	Bidders should provide a solution that meets the requirements of the RFP. The RFP requires all sites to be Tier IV under the guidelines set forth by the National Uptime Institute. Bidder should submit with their solicitation any service level agreement or similar documents that the bidder wants incorporated in the Contract for consideration.
13.	Solicitation Addendum Two Issued on 9/10/25	3	Line 7 of the Solicitation Addendum, posted on September 10th, states that a \$15,000,000 cyber liability is required. Will your organization accept insurance coverages that do not meet the specified coverage limits?	As provided in Section III.J. of the RFP, \$15,000,000 in cyber liability insurance is required. 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.
14.	Appendix A	N/A	Many unique applications require a username/password to log in. Would you be able to provide details on the nature of these applications? Would we be able to receive more comprehensive technical documentation on these unique applications?	Bidder should review Appendix A. Clicking on the links provided may prompt for login information. Available documentation will be provided to the selected Vendor as part of the transition process.
15.	SOLICITATION ADDENDUM TWO 9.10 FINAL	10	The answer to Question 34 states, "Some Applications are on proprietary low-code/no-code	All applications and websites listed in Appendices A and B may need to be rebuilt, replatformed, or integrated with an alternate service provider (e.g. payment processing).

			platforms and will likely need to be replatformed or custom built.” Can you provide a rough order of magnitude (and ideally a list) of the applications that are considered proprietary and will require replatforming or rebuilding? Without this information, providing accurate pricing and transition timelines may prove impossible.	For some services, escrowed source code is available. As part of the transition process, or for subsequent upgrades of the applications and websites, the Network Manager will need to make recommendations to the NSRB whether to use the existing code, rebuild, replatform, or integrate with a new service provider. Bidder may review Appendix E in the incumbent Vendor’s contract to identify types of Electronic Services (See question 2).
16.	Section V. I. 1	35	“The Network Manager will fund all up-front and ongoing investment and operational costs.” Can you clarify if the Network Manager will receive payment for the cost to migrate, replatform, or rebuild any of the websites or applications in scope for this project? Or is the expectation that they will be paid based on the funding model in Section V. Paragraph D?	The expectation is that the cost to migrate, replatform, or rebuild any of the websites or applications in scope for this project will be based on the funding model in Section V.D. of the RFP. Time and materials projects are a component of Portal operations, but funding from Portal Fees must be the primary funding source. In most cases, the Network Manager builds a Portal service and recoups the cost of developing the service over time through receipt of Portal Fees.
17.	V.E. 5.29-5.30	Various	Does the live customer support need to be provided in any languages other than English?	Translation services may be required. Services are developed as requested by Partners. Partners may require support in languages other than English if necessary to ensure meaningful access to services and programs.
18.	V.O – Transition Plan Requirements	38	The RFP states that the transition of all applications and services must occur within 12 months; however, in the first round of questions, there was a response that indicated there may be up to a 30-month transition period (Question 8), but then in another	All applications and services must be transitioned before the end of the term of the incumbent Vendor’s contract. The expected implementation and transition will take place over a 12 to 30 month period.

			response, it again indicated 12 months. Is the expected implementation and transition timeline 12 months or 30 months?	
19.	RTM 25	11	Are there specific areas where the State is seeking innovation or efficiency improvements, such as AI-driven services or advanced user interfaces?	The State is seeking to bring innovation and efficiency to the Portal. Bidders and the Network Manager throughout the term of the Contract should make recommendations to the NSRB on ways to bring innovation and efficiency to the Portal.
20.	Transition Plan Requirements	36	Will the state retain access to legacy system source code and rights to existing, legacy applications after the contract with the incumbent network manager expires?	<p>Upon expiration or termination of the incumbent Vendor's contract, 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. In order for the new Network Manager to receive escrowed materials, the Network Manager would have to agree to the following (as required by Contract 84687 O4):</p> <ul style="list-style-type: none"> <li>i. Protect the software from use inconsistent with the incumbent Vendor's license or disclosure;</li> <li>ii. Keep the software and related documentation confidential,</li> <li>iii. Agree not to prepare products utilizing any portion of the incumbent Vendor's software for anyone other than the State, which will compete with the software for a period of twelve (12) months,</li> <li>iv. Provide for injunctive relief from any violation of this section,</li> <li>v. Include a list of software applications covered by the software license; and</li> <li>vi. Provide that any and all modifications made to the software by or on behalf of the State shall remain the property of incumbent Vendor, but shall automatically be licensed to the State under the same terms and conditions as the software is licensed.</li> </ul>

				Certain Electronic Services and third-party software are excepted from the escrowed materials. See Question 2 for more information.
21.	Requirements Traceability Matrix Part V. Section E. Scope of Work	RTM 4	“Integrating with existing data sources and a description of any data management systems used by the bidder.” Can the state provide a list of what those existing data sources are (i.e., databases, web services, etc.)?	RTM 4 of Attachment A to the RFP asks Bidder to describe Bidder’s experience integrating with existing data sources and a description of any data management systems used by Bidder. Available data source information will be provided to the selected Vendor as part of the transition process.
22.	Appendix A	n/a	Do any of the applications listed in Appendix A today make use of a business rules engine for complex decision making/routing as part of their workflow process(es)?	Yes, some applications listed in Appendix A leverage rules-based engines to support agency operations.
23.	D. Current Financing Model	26-27	What are your current licensing and O&M costs for the existing portal solution?	To date, the State has not paid licensing costs for the existing Portal solution. Operation and management costs are funded through Portal Fees. Portal Fees must be the primary funding source for Portal operations and maintenance.
24.	D. Current Financing Model	26-27	Does your incumbent have the ability to use your data for commercial purposes, and if so, are you looking to end that usage?	No, the incumbent Vendor does not have the ability to use State data for commercial purposes outside of receipt of Portal Fees. However, there are State statutes that permit purchase of certain State bulk data by third parties subject to limitations established by statute or by the Partner.
25.	D. Current Financing Model	26-27	What are the per-transaction costs that are paid by the state?	The State is not paying per-transaction costs. Portal Fees are established in agreements between the NSRB, Partner, and Network Manager. Portal Fees are typically paid by Users of Portal services. In some cases, a Partner has opted to pay the Portal Fee instead of passing it on to the User.
26.	2. Technical Response (Attachment A)	7	How does the State quantitatively apply the preference provided under Neb. Rev. Stat. § 73-107	As stated on page 7 of the RFP, preference will only be given if all other factors are equal. If two bidders are essentially to tie and both have preference the tie would

			for resident disabled veterans or businesses located in designated enterprise zones when determining award to the lowest responsible bidder?	move on for a typical tie breaker scenario.
27.	T. AWARD	8	Will the State clarify its intention with respect to making a single award, given the broad discretion reserved under Section T (Award) to issue partial, multiple, or combined awards, and further confirm whether it will accept proposals submitted on an "All or None" basis to responsibly prevent fragmented awards that could create an untenable performance scenario?	<p>The State is seeking a 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.</p> <p>Section I.T. is standard language. It is the State's intention to award one contract to a single Vendor; however, per section I.T., the State reserves the right to make multiple awards if necessary.</p>
28.	Comprehensivel y Inclusive of the Solicitation Requirement	N/A	Please clarify whether the resulting contract limits compensation strictly to the self-funding model (80% Margin Services/20% NSRB allocation) and fixed hourly rates for time-and-materials projects, and further confirm that supplemental compensation through time-and-materials projects is intended to encompass and fully compensate the contractor for all transition activities necessary to establish the Portal in a self-funding condition.	Funding from Portal Fees must be the primary funding source, including for transition activities. In most cases, the Network Manager builds a Portal service and recoups the cost of developing the service over time through receipt of Portal Fees. Time and materials projects are a component of Portal operations, but not the primary source of funding. Other sources of funding, including but not limited to grants, may be made available to support the Portal at the discretion of the NSRB.
29.	V.K – Technical Overview	35	Describe your requirements for NIST 800-207 Zero Trust Architecture implementation.	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

				<p>NITC Standards are available at: <a href="https://nitc.nebraska.gov/standards/">https://nitc.nebraska.gov/standards/</a></p> <p>Services are developed as requested by Partners. Partners may require compliance with standards applicable to the data or information received or processed. In addition, the NITC Standards reference and incorporate other compliance standards. The selected Vendor will have to discuss these requirements with the relevant Partner on a project-by-project basis, and comply as specified by the Partner.</p>
30.	V.K – Technical Overview	35	Provide your timeline expectations for quantum-safe cryptography migration.	<p>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: <a href="https://nitc.nebraska.gov/standards/">https://nitc.nebraska.gov/standards/</a></p> <p>Current NITC Standards can be revised by the NITC at any time. The Network Manager may be required to implement new technology that addresses future cybersecurity risks such as implementing quantum cryptography standards. Any timeline for implementation would be subject to approval by the NSRB.</p>
31.	V.K.9 – Data Security Requirements	36	List specific ransomware recovery time objectives and immutable backup requirements.	<p>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: <a href="https://nitc.nebraska.gov/standards/">https://nitc.nebraska.gov/standards/</a></p> <p>See V.R. Penalty, which also applies to any loss of functionality due to ransomware recovery. In responding to RTM 15 in Attachment A, Bidder should describe any applicable certifications or authorizations Bidder will maintain in operating the Portal. This may include, but is not limited to, International Organization for Standardization ("ISO") 27001, ISO 22301, Federal Risk Authorization Management</p>

				<p>Program (“FedRamp”), or a System and Organization Controls (“SOC”) 2 attestation.</p> <p>While the RFP refers to nightly backups, the Network Manager will discuss backup requirements with Partners and may be required to perform backups more frequently than nightly, upon Partner request. All backups must be encrypted while in transit and while at rest. Backups will be maintained for the period of time designated by the applicable Partner or NSRB.</p> <p>Upon request, the Network Manager will provide a report to the NSRB or Partner when testing is conducted for backups, failovers, and disaster recovery.</p>
32.	V.K – Technical Overview	35	Describe AI/ML-powered threat detection capabilities you expect from the Network Manager.	<p>The Network Manager will maintain and comply with a plan for performance monitoring and problem resolution that ensures the Portal is operational 24 hours a day, 7 days a week, allowing for reasonable time for Portal Maintenance, as specified in the RFP.</p> <p>It is expected that cybersecurity be provided by the Network Manager through leading-edge technology. The Network Manager may be required to provide Artificial Intelligence (AI) Machine Learning (ML) detection capabilities to meet uptime requirements.</p>
33.	V.R – Penalty	39	Provide performance requirements during DDoS attacks and security scanning operations.	<p>The Network Manager will maintain and comply with a plan for performance monitoring and problem resolution that ensures the Portal is operational 24 hours a day, 7 days a week, allowing for reasonable time for Portal Maintenance, as specified in the RFP.</p> <p>It is expected that cybersecurity be provided by the Network Manager through leading-edge technology. The Penalty provisions in the RFP apply to loss of functionality for DDoS attacks and security scanning operations.</p> <p>The Network Manager will conduct monthly vulnerability scans of all</p>

				Partner websites and applications, and penetration tests when requested by a Partner or the NSRB. The Network Manager will provide results of such scans and tests to the Partner or NSRB upon request. In responding to RTM 15 in Attachment A of the RFP, the Bidder should describe how Bidder will provide notifications to the NSRB and Partners when Portal services are experiencing performance issues or loss of functionality.
34.	V.K – Technical Overview	35	Describe peak surge capacity requirements (e.g., 10x normal load during tax deadlines).	Regular increases in traffic occur during certain times of the year for all services, and peak surge times vary by Partner application. The Network Manager will discuss these surge times with the NSRB and relevant Partner on a project-by-project basis and reasonably manage resources to maintain Portal operations and application performance. Annual load tests will be completed by the Network Manager, and a report will be given to the applicable Partner or NSRB upon request. Website and application performance must be consistent with a Tier IV datacenter. The Network Manager will cooperate with Partners to set up analytics tools for websites and applications and provide access to such tools upon request of the Partner or NSRB.
35.	V.O – Transition Plan Requirements	38	List services requiring zero-downtime migration from the incumbent.	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. The Network Manager must transition services with no interruptions or service degradation. Any exceptions to this requirement would need to be approved by the Partner on a project-by-project basis.
36.	V.D – Current Financing Model	27	Describe acceptable vendor risk allocation for collection failures and fraud losses.	See V.E.3.h., V.E.3.i., and V.E.3.m. See also II. M.



37.	V.J – Regulation of Portal Fees	34	Provide alternative fee structures Partners have requested beyond the 80/20 model.	The 80/20 split applies to the Portal Fees which are split between the Network Manager and the NSRB. Partners have not requested alternative fee structures.
38.	V.H – Performance and Strategic Planning	32	List measurable Nebraska economic impact metrics the Network Manager must achieve.	The Portal operates primarily using a self-funding model, without increasing the tax burden on the citizens of Nebraska, and leverages revenue-generating services to provide funding for non-revenue-generating services. Additional metrics may be established through development, review, and approval of the Network Manager's annual business plan.
39.	V.K.9 – Data Security Requirements	36	Describe IRS Publication 1075 requirements for state tax data handling.	Publication 1075, Tax Information Security Guidelines for Federal, State, and Local Agencies, provides guidance to ensure the policies, practices, controls, and safeguards employed by recipient agencies, agents, or contractors adequately protect the confidentiality of Federal Tax Information (FTI). The selected Vendor will discuss these requirements with the relevant Partner on a project-by-project basis and comply as specified by Partner.
40.	V.K.9 – Data Security Requirements	36	Provide HIPAA-covered entities using Portal services and their specific needs.	Health Insurance Portability and Accountability Act (HIPAA) covered entities that use Portal services include, but are not limited to, the Department of Health and Human Services (DHHS), the Department of Veterans' Affairs (NDVA), and local government health departments. Appendix A to the RFP provides a list of services these agencies currently have in the Portal. Health information may also be submitted to other Partners through a variety of Portal services. The selected Vendor will discuss these requirements with the relevant Partner on a project-by-project basis and comply as specified by Partner.
41.	V.K.1 – Infrastructure	35	List data residency requirements for primary and disaster recovery sites.	Data storage, replication, and backup services must be located in the United States.

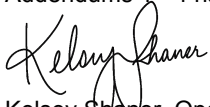
				The Network Manager will create, document, and regularly test Portal backup, failover, and disaster recovery procedures. The Network Manager will conduct disaster recovery tests (including testing of the backup restoration process) at least annually, and provide the NSRB or Partners with a report on such tests and processes upon request.
42.	V.E – Infrastructure	28	Describe automated remediation expectations for common operational issues.	Automated remediation services may be required during the term of the Contract, if required by the NITC Standards or if required for Portal operations.
43.	V.R – Penalty	39	Provide SLA requirements beyond uptime: MTTR, MTTD, MTTC, and error rates.	The Network Manager will be responsible during the term of the Contract for providing, maintaining, and securing all Portal hardware, software, and infrastructure. Please refer to uptime and Penalty provisions of the RFP. Bidders should submit with their solicitation response any service level agreement or similar documents that bidder wants incorporated in the Contract for consideration.
44.	V.O – Transition Plan Requirements	38	List incumbent system technical debt creating the most operational burden.	The meaning of technical debt can vary. 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: <a href="https://nitc.nebraska.gov/standards/">https://nitc.nebraska.gov/standards/</a> .
45.	V.B – Project Objectives	26	Describe pending 2026-2027 legislation affecting Portal services.	Currently, there is no pending 2026-2027 legislation. The 109 <sup>th</sup> session of the Nebraska Legislature convenes on January 7, 2025. Legislation will be introduced during the first 10 days of the session. The Network Manager will make changes to Portal services as requested by Partners to accommodate legislative changes in accordance with the operative dates of any such legislation.
46.	V.C – Current Portal Operations	26	Provide new state agencies or services planned for Portal integration.	See V.E.4. of the RFP, which addresses the Network Manager's responsibility to grow the Portal. New services are regularly added. Partners are consistently seeking

				to modernize services, and legislation may mandate changes.
47.	V.K – Technical Overview	35	List emerging technology capabilities (AI, blockchain, IoT, edge) under consideration.	The NSRB approved a pilot artificial intelligence (“AI”) project at the March 2025 meeting. Attachment A to the RFP, RTM 25 provides the following: 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 for consideration.
48.	V.H – Performance and Strategic Planning	32	Describe what would constitute "exceeding expectations" in your evaluation.	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. See RFP sections regarding evaluation, including but not limited to, Section I. - O., P., and Q. for Solicitation Requirements, Evaluation Committee, and Evaluation of Solicitation Responses.
49.	I.X – Vendor Demonstrations	15	Provide specific proof-of-concept demonstrations.	See Section I.X. of the RFP. 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. Bidders invited to present/give oral interviews will be provided with presentation guidelines and demonstration content and information in advance of their scheduled demonstration date. Each Bidder will be asked to adhere to an identical presentation agenda.
50.	V.B – Project Objectives	26	Describe what would make one vendor the clear winner over all others.	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. See the RFP, including but not limited to, Section I. - O., P., and Q. for Solicitation Requirements, Evaluation Committee, and Evaluation of Solicitation Responses.

This addendum will be incorporated into the solicitation.

## **ACKNOWLEDGEMENTS**

Addendums 1 - 4 have been received and accepted.

A handwritten signature in black ink, appearing to read "Kelsey Shaner".

Kelsey Shaner, Operations Manager  
sales@concoursetech.com

10/23/2025

## Appendix C

### NETWORK REVENUE AND TRANSACTIONS

The following report provides amounts and source of Network revenue retained by the contractual Network manager for the last four calendar years. There is no guarantee of these revenues in the future.

Interactive revenue is derived from online searches and filings and batch revenue from the sale of large data files containing multiple records. The primary source of revenue for the Network has historically been and continues to be the sale of driver's license records, primarily for insurance purposes. These records are provided in both batch and interactive format.

In addition to the transaction-based revenue, time and materials type remuneration and NSRB grants are available on a limited basis for work which by mutual agreement of the Board, Contractor, and any Partner for whom worked is performed in addition to the base requirements of free services in this RFP.

All services identified as "Margin Services", as well as future services developed pursuant to operation of the Network pursuant to this RFP with the exception of services developed for the Supreme Court and State Court system and Nebraska legislature, will be services subject to the "up to 90% Contractor revenue share" provisions of this RFP.

Service Code	Revenue Type	Records	Total Revenue	NSRB Share	Network Manager Share
AG_CervineFacility Permit	Margin	28	\$ 2,017.11	\$ 15.72	\$ 62.89
AG_EURO_CORN	Margin	33	\$ 2,582.85	\$ 22.80	\$ 93.27
AGACTNMRKT	Margin	2275	\$ 3,203,135.37	\$ 893.24	\$ 3,697.22
AGAERIAL_LICENSE	Margin	57	\$ 5,819.52	\$ 43.88	\$ 175.39
AGAPP_PERMIT	Margin	33864	\$ 1,494,215.00	\$ 14,494.40	\$ 63,206.60
AGCONFREG	Margin	168	\$ 24,750.12	\$ 92.84	\$ 512.28
AGDEVREG	Margin	16676	\$ 4,507,717.36	\$ 13,475.07	\$ 53,916.20
AGDRYBEAN	Margin	3682	\$ 22,980,069.37	\$ 2,848.30	\$ 11,860.24
AGFFAL_Renew	Margin	9041	\$ 268,505.42	\$ 3,907.08	\$ 15,908.84
AGFFAL_Tonnage	Margin	7415	\$ 4,864,055.64	\$ 6,260.80	\$ 26,291.55
AGFIRM_REGISTRATION	Margin	551	\$ 8,612.94	\$ 213.65	\$ 876.79
AGFOOD	Margin	21052	\$ 3,712,167.41	\$ 16,875.18	\$ 67,500.85

Service Code	Revenue Type	Records	Total Revenue	NSRB Share	Network Manager Share
AGMILK_RENEW	Margin	480	\$ 69,656.72	\$ 419.34	\$ 1,677.38
AGMOTURKEY	Margin	255	\$ 1,016,993.70	\$ 291.47	\$ 1,203.07
AGNURSERY_RENEW	Margin	3449	\$ 524,462.60	\$ 2,850.62	\$ 11,899.39
AGNURSERY_STOCK	Margin	308	\$ 28,698.31	\$ 215.47	\$ 895.98
AGPERMIT_SELLSEEDS	Margin	162	\$ 10,340.53	\$ 99.25	\$ 399.78
AGPEST	Margin	135	\$ 31,179.11	\$ 64.16	\$ 545.70
AGPESTDEAL_NEW	Margin	147	\$ 3,543.82	\$ 61.90	\$ 250.17
AGPESTKELLY	Margin	245	\$ 3,028,757.68	\$ 285.12	\$ 1,187.06
AGPESTPROD_NEW	Margin	2160	\$ 346,640.28	\$ 1,674.70	\$ 6,785.33
AGSAGRAPE	Margin	68	\$ 240,734.46	\$ 370.36	\$ 1,558.19
AGSmall_Package	Margin	1540	\$ 776,263.66	\$ 2,438.27	\$ 10,809.89
BOGRENEW	Margin	1124	\$ 3,653.00	\$ 728.66	\$ 2,924.34
bpraclist	Margin	117	\$ 68,210.00	\$ 13,281.00	\$ 54,929.00
City of Waverly Soccer Registration (CDB)	Margin	0	\$ -	\$ -	\$ -
City of Waverly Soccer Registration (TPE)	Margin	227	\$ 12,773.70	\$ 31.37	\$ 282.33
SOS_CollectionRenew	Margin	0	\$ -	\$ -	\$ -
CONTREG	Margin	76197	\$ 2,761,370.31	\$ 45,405.70	\$ 186,052.45
Corp_OCOGS	Margin	42002	\$ 273,013.00	\$ 32,867.60	\$ 135,140.40
corpdocs	Margin	48863	\$ 63,092.05	\$ 5,747.74	\$ 26,897.23
corpbr	Margin	351	\$ 280,800.00	\$ 27,600.00	\$ 112,800.00
CORP_SPECIAL	Margin	2192	\$ 63,870.00	\$ 6,213.75	\$ 25,721.25
corpbs	Margin	215	\$ 3,225.00	\$ 289.50	\$ 1,323.00

Service Code	Revenue Type	Records	Total Revenue	NSRB Share	Network Manager Share
corpbw	Margin	670	\$ 201,000.00	\$ 19,770.00	\$ 80,730.00
corpcogs	Margin	1269	\$ 12,690.00	\$ -	\$ -
corpfile	Margin	141405	\$ 3,467,988.00	\$ 79,194.00	\$ 391,014.00
corping2	Margin	271751	\$ 122,287.95	\$ 6,876.91	\$ 28,450.72
CORP_TAX	Margin	-1	\$ 13.00	\$ 0.60	\$ 2.40
CRIME_REPORT	Margin	155198	\$ 2,746,414.00	\$ 96,636.42	\$ 397,902.48
dhhscentreg	Margin	194138	\$ 924,175.00	\$ 56,785.25	\$ 233,834.25
dhhscentregDH	Margin	83495	\$ 340,205.00	\$ 23,616.60	\$ 101,625.90
dhhscentregLN-subscriber	Margin	0	\$ -	\$ -	\$ -
dlrbatch	Margin	734508	\$ 4,059,760.50	\$ 142,551.40	\$ 591,956.60
dlrmon	Margin	41356627	\$ 2,481,397.62	\$ 161,609.33	\$ 665,523.21
DLRRENEW	Margin	874577	\$ 23,728,579.00	\$ 230,046.46	\$ 933,053.54
dlrreq	Margin	4264102	\$ 23,893,657.50	\$ 829,177.00	\$ 3,434,925.00
dlrsngl	Margin	99415	\$ 557,102.50	\$ 19,190.40	\$ 79,568.60
DMVCDR	Margin	816	\$ 3,694.50	\$ 153.60	\$ 662.40
DMVCDRT	Margin	6594	\$ 39,903.00	\$ 1,268.40	\$ 5,325.60
dmvifta	Margin	6214	\$ 1,267,182.89	\$ 1,929.27	\$ 9,394.49
dmvirp	Margin	3949	\$ 15,570,203.26	\$ 5,155.06	\$ 30,986.14
DMVOTC	Margin	314205	\$ 7,917,714.00	\$ 85,484.63	\$ 346,299.87
DMVOTC_CASH	Margin	801188	\$ 19,170,696.00	\$ -	\$ -
DOC_eDelivery	Margin	170335	\$ 11,354,748.77	\$ 79,445.82	\$ 326,613.95
DOT_Permits	Margin	609122	\$ 15,773,059.01	\$ 208,396.72	\$ 857,837.38
EARRECIP	Margin	3100	\$ 464,772.00	\$ 4,541.22	\$ 18,697.38

Service Code	Revenue Type	Records	Total Revenue	NSRB Share	Network Manager Share
efsbs	Margin	1665	\$ 3,330.00	\$ 331.90	\$ 1,333.10
efscont	Margin	16301	\$ 159,967.00	\$ 4,771.35	\$ 19,680.15
efsfile	Margin	12850	\$ 121,598.00	\$ 3,686.10	\$ 15,588.90
efsreq3	Margin	103134	\$ 464,103.00	\$ 19,786.50	\$ 83,347.50
elecperm	Margin	34173	\$ 5,438,307.67	\$ 41,206.00	\$ 168,506.25
enalic	Margin	25101	\$ 1,994,920.00	\$ 19,890.86	\$ 79,855.14
EVENTREG	Margin	12124	\$ 669,640.54	\$ 12,370.97	\$ 52,427.63
FIRE_PERMIT	Margin	583	\$ 43,404.37	\$ 309.22	\$ 1,740.15
Hebron_utility_payment	Margin	581	\$ 91,049.52	\$ 260.12	\$ 1,842.40
hlmonitor	Margin	6301616	\$ 69,181.77	\$ 13,781.56	\$ 55,400.21
hracomp	Margin	0	\$ -	\$ -	\$ -
hraemp	Margin	0	\$ -	\$ -	\$ -
LCC_SDL	Margin	7469	\$ 379,928.54	\$ 3,807.15	\$ 15,961.39
LCCRENEW	Margin	19890	\$ 4,856,717.96	\$ 14,324.58	\$ 60,378.53
LOCLCCRENEW	Margin	9848	\$ 7,502,423.85	\$ 17,448.64	\$ 71,640.25
mftax	Margin	31306	\$ 7,826.50	\$ 1,526.96	\$ 6,299.54
misccharge	Margin	13	\$ 2,989.55	\$ 474.38	\$ 2,515.17
mvrenew	Margin	2498500	\$ 548,002,778.35	\$ 2,575,163.40	\$ 10,492,872.92
NBC_HeadCount	Margin	8773030	\$ 526,269.47	\$ 102,958.39	\$ 423,311.08
NBC_Inspections	Margin	32686	\$ 3,878,539.45	\$ 579.53	\$ 5,215.81
NBC_NIRFLFee	Margin	4438485	\$ 327,473.03	\$ 64,014.57	\$ 263,458.46
NBC_NISaleBarn	Margin	3035540	\$ 5,988,921.80	\$ (785.70)	\$ (7,071.30)
NBC_NISaleBarnF	Margin	6516427	\$ 390,985.62	\$ 77,909.73	\$ 313,075.89



Service Code	Revenue Type	Records	Total Revenue	NSRB Share	Network Manager Share
NBC_RFLRenewal	Margin	520	\$ 4,923,771.10	\$ 308.13	\$ 1,232.49
nbpalicrenew	Margin	9617	\$ 1,332,255.00	\$ 10,281.00	\$ 41,124.00
NDOL_BOILER	Margin	222	\$ 21,448.00	\$ 104.10	\$ 561.90
NDOL_ELEVATOR	Margin	242	\$ 49,152.92	\$ 241.58	\$ 1,221.34
NDOL_OVR_PMT	Margin	8404	\$ 2,193,129.65	\$ 5,879.06	\$ 23,856.14
NDOL_TAX_PMT	Margin	13661	\$ 1,169,969.85	\$ 10,378.94	\$ 41,726.79
NDOTPERMITS	Margin	1404	\$ 30,782.00	\$ 418.61	\$ 1,785.67
ndrsale	Margin	274	\$ 1,507.00	\$ 297.55	\$ 1,209.45
Nonprofit_Report	Margin	22817	\$ 587,115.00	\$ 11,214.00	\$ 57,291.00
NSPCCW_Renew - NSP Conceal & Carry Permit Renewal	Margin	44295	\$ 2,411,684.00	\$ 39,005.55	\$ 160,128.45
OTC	Margin	1126636	\$ 282,578,752.39	\$ 695,420.09	\$ 2,848,664.35
OTC Billback	Margin	11213	\$ 425,493.13	\$ 17,783.06	\$ 71,809.56
PayPortMonPayMedLTC	Margin	2975	\$ 232,280.07	\$ 975.29	\$ 4,230.96
praclist	Margin	4905	\$ 362,945.00	\$ 70,812.00	\$ 292,133.00
PropertyTax	Margin	52530	\$ 226,871,751.09	\$ 140,667.81	\$ 574,231.01
reclic	Margin	2782	\$ 1,194,825.00	\$ 6,906.51	\$ 28,938.24
recreation_program	Margin	3323	\$ 256,597.77	\$ 1,939.76	\$ 7,858.01
reinstate	Margin	110364	\$ 8,452,590.00	\$ 64,114.20	\$ 267,175.80
REVENUE_FEE	Margin	244016	\$ 427,644.00	\$ 85,461.44	\$ 342,182.56
SARPY_STOP	Margin	12905	\$ 1,762,264.86	\$ 8,407.70	\$ 34,408.42
SEDEXAM3	Margin	4064	\$ 256,503.00	\$ 2,394.30	\$ 9,821.70
SEDEXAM5	Margin	907	\$ 117,135.00	\$ 886.00	\$ 3,624.00

Service Code	Revenue Type	Records	Total Revenue	NSRB Share	Network Manager Share
SEDLICENSE	Margin	9504	\$ 308,965.00	\$ 5,579.10	\$ 22,935.90
SEDLIST	Margin	212	\$ 5,440.00	\$ 205.00	\$ 835.00
SEDRENEWAL	Margin	31074	\$ 2,772,896.00	\$ 18,138.60	\$ 73,793.40
SingleTripPermit	Margin	39322	\$ 1,622,239.00	\$ 25,880.00	\$ 106,134.00
splate	Margin	10850	\$ 436,533.00	\$ 5,598.00	\$ 26,970.00
stax	Margin	0	\$ -	\$ -	\$ -
tlrrec2	Margin	901	\$ 16,218.00	\$ 1,412.80	\$ 5,795.20
tlrreq	Margin	1135112	\$ 1,135,112.00	\$ 133,596.00	\$ 547,471.20
tlrrun2	Margin	508	\$ 25,400.00	\$ 1,576.00	\$ 6,552.00
tlrsetup	Margin	0	\$ -	\$ -	\$ -
uccamend	Margin	23735	\$ 234,277.00	\$ 6,895.20	\$ 28,707.30
UCCAMEND_BUL	Margin	3407	\$ 35,776.00	\$ 1,010.70	\$ 4,099.80
uccassign	Margin	407	\$ 3,700.00	\$ 117.60	\$ 492.90
uccbi	Margin	0	\$ -	\$ -	\$ -
uccbimg	Margin	216	\$ 172,800.00	\$ 16,920.00	\$ 69,480.00
uccbr	Margin	225	\$ 180,000.00	\$ 17,320.00	\$ 72,680.00
uccbs	Margin	35439	\$ 70,878.00	\$ 7,037.80	\$ 28,401.20
uccbw	Margin	841	\$ 252,300.00	\$ 24,900.00	\$ 101,250.00
ucccoll	Margin	4806	\$ 44,679.00	\$ 1,374.00	\$ 5,835.00
UCCCONT_BULK	Margin	14194	\$ 148,667.00	\$ 4,222.35	\$ 17,068.65
UCCASSIGN_BULK	Margin	889	\$ 8,687.00	\$ 263.40	\$ 1,070.10
uccdebloc	Margin	495	\$ 7,425.00	\$ 737.25	\$ 2,975.25
uccfile	Margin	87648	\$ 819,657.00	\$ 25,574.70	\$ 105,897.30

Service Code	Revenue Type	Records	Total Revenue	NSRB Share	Network Manager Share
uccfile2	Margin	72364	\$ 700,544.00	\$ 21,094.95	\$ 87,451.05
uccimg2	Margin	757992	\$ 341,096.40	\$ 19,022.93	\$ 79,516.03
UCCORIG_BULK	Margin	56444	\$ 575,899.00	\$ 16,714.05	\$ 67,951.95
UCCCOLLAMEND	Margin	1643	\$ 17,386.00	\$ 490.05	\$ 1,974.45
uccreq3	Margin	414228	\$ 1,864,026.00	\$ 79,969.30	\$ 334,258.70
uccsm	Margin	119	\$ 59,500.00	\$ 5,800.00	\$ 23,950.00
vtbatch	Margin	1291783	\$ 1,291,783.00	\$ 147,224.52	\$ 627,845.28
withtax	Margin	0	\$ -	\$ -	\$ -
wtrwell3	Margin	12209	\$ 991,860.00	\$ 13,651.96	\$ 55,778.24
dhhscentregDHL	Margin	451806	\$ 2,259,030.00	\$ 133,428.15	\$ 544,280.85
NDOTSPD	Margin	873	\$ 229,794.96	\$ 1,570.93	\$ 6,357.26
Holt County Overweight Perm	Margin	64	\$ 13,352.00	\$ 110.40	\$ 441.60
OTG	Margin	320	\$ 7,867.47	\$ 147.79	\$ 591.18
NDOL_ELEVATOR_CC	Margin	39	\$ 23,495.00	\$ 140.97	\$ 563.88
order_form_LPNNRD	Margin	3314	\$ 132,665.17	\$ 1,711.87	\$ 6,847.75
pet_feed_rendering	Margin	0	\$ -	\$ -	\$ -
Utility_payment	Margin	73813	\$ 12,858,025.66	\$ 60,692.52	\$ 242,770.09
Vital Records	Margin	1	\$ 0.01	\$ -	\$ -
NDOA - pet_feed_rendering	Margin	667	\$ 747,322.14	\$ 2,210.53	\$ 8,842.11
SFM - Fireworks Licenses	Margin	1584	\$ 17,884.51	\$ 396.90	\$ 1,587.61
SFM - Fireworks Display Permits	Margin	1965	\$ 200,121.02	\$ 1,734.40	\$ 6,937.62
SFM_BOILER	Margin	3683	\$ 373,563.51	\$ 2,209.20	\$ 8,836.80
SFM_ELEVATOR	Margin	22676	\$ 4,598,515.70	\$ 16,820.94	\$ 67,283.83

Service Code	Revenue Type	Records	Total Revenue	NSRB Share	Network Manager Share
DMVMETROSOUTH	Margin	33727	\$ 836,760.75	\$ 9,478.35	\$ 37,913.40
DMVMETROSOUTH-cash	Margin	28111	\$ 600,786.00	\$ -	\$ -
DMVMapleLocation	Margin	14074	\$ 352,072.75	\$ 3,767.55	\$ 15,070.20
DMVMapleLocation-cash	Margin	11524	\$ 251,492.00	\$ -	\$ -
DMVNorthExpress	Margin	16753	\$ 426,179.25	\$ 4,476.75	\$ 17,907.00
DMVNorthExpress-cash	Margin	20129	\$ 445,974.00	\$ -	\$ -
Micellaneous Charge for Swipers	Margin	1	\$ 4.00	\$ 0.80	\$ 3.20
SarpyCommunityCorrections	Margin	901	\$ 99,307.73	\$ 765.34	\$ 3,061.25
NSPApptFee	Margin	38281	\$ 2,184,370.01	\$ 23,968.91	\$ 95,875.59
DMVSPATE	Margin	28746	\$ 460,078.00	\$ 16,956.60	\$ 67,826.40
SPLATEMESS	Margin	44228	\$ 2,275,285.00	\$ 25,965.00	\$ 103,860.00
DMV_Fleets	Margin	2489	\$ 13,204,119.10	\$ 14,584.25	\$ 58,336.95
CORP_FILE	Margin	107059	\$ 21,635,509.40	\$ 109,993.09	\$ 439,972.31
corpbi	Margin	0	\$ -	\$ -	\$ -
order_form_UBBNRD	Margin	269	\$ 25,255.98	\$ 209.71	\$ 838.81
DMVMetroWest	Margin	10558	\$ 252,623.00	\$ 2,813.10	\$ 11,252.40
DMVMetroWest-Cash	Margin	5938	\$ 122,231.00	\$ -	\$ -
DMV - IRP	Margin	27709	\$ 152,368,327.15	\$ 71,972.12	\$ 287,888.44
DMV - IFTA	Margin	36964	\$ 9,954,339.64	\$ 15,119.06	\$ 60,476.37
NDOA - Pesticide License Renewals	Margin	6592	\$ 5,853,791.61	\$ 17,656.65	\$ 70,626.71
NEROADS- NDOT_RMS	Margin	619	\$ 144,800.67	\$ 1,053.19	\$ 4,212.68
DMV_SRIND	Margin	12651	\$ 6,325.50	\$ 1,265.10	\$ 5,060.40

Service Code	Revenue Type	Records	Total Revenue	NSRB Share	Network Manager Share
DMV_DAS	Margin	30588	\$ 2,778,110.00	\$ 100,599.60	\$ 402,398.40
corpdocs (TPE)	Margin	88774	\$ 420,267.38	\$ 40,205.73	\$ 160,822.97
CollectionRenew	Margin	0	\$ -	\$ -	\$ -
NBC_NIPackLock	Margin	189890	\$ 1,402,118.70	\$ -	\$ -
NBC_NIPackLockF	Margin	1600079	\$ 96,004.74	\$ 19,200.96	\$ 76,803.78
State OTC	Margin	9358	\$ 930,368.35	\$ 3,132.81	\$ 12,531.28
SARPY_VEHINSP	Margin	2736	\$ 114,636.20	\$ 1,492.41	\$ 5,969.79
DOUGLAS_VITAL	Margin	1	\$ 0.01	\$ -	\$ -
59PlanningDept	Margin	3406	\$ 1,915,858.19	\$ 9,561.71	\$ 38,246.87
juscase	Margin	3065113	\$ 3,228,769.00	\$ -	\$ 1,549,863.00
DMV - DMV_HOME_OFFICE_OTC	Margin	26	\$ 562.00	\$ -	\$ -
West O DL_Corrections	Margin	0	\$ -	\$ -	\$ -
West O DL_Corrections-Cash"	Margin	0	\$ -	\$ -	\$ -
NDOA - Pet Feed Rendering	Margin	9	\$ 2,767.23	\$ 15.08	\$ 60.43
MVILB_Renewal	Margin	6431	\$ 2,026,371.21	\$ 11,604.24	\$ 46,416.96
DMV-SRBULK	Margin	141883	\$ 21,282.45	\$ 4,256.49	\$ 17,025.96
DMVSRMONTH	Margin	153	\$ 30,600.00	\$ 6,120.00	\$ 24,480.00
LOCLCCNEW	Margin	11	\$ 4,252.90	\$ 24.48	\$ 97.92
LCC_Orders	Margin	13756	\$ 25,006,684.74	\$ 8,644.35	\$ 34,577.46
nbpalicrenew(TPE)	Margin	223	\$ 6,150.00	\$ 193.00	\$ 917.00
AG_EURO_CORN_CERT	Margin	2	\$ 102.50	\$ 1.20	\$ 4.80
PropertyTaxOTC	Margin	2041	\$ 4,447,443.74	\$ 7,926.53	\$ 31,706.22
LPNNRD_Trees_Sale	Margin	169	\$ 20,107.31	\$ 147.89	\$ 591.61

Service Code	Revenue Type	Records	Total Revenue	NSRB Share	Network Manager Share
Library_acct_mgmt	Margin	595	\$ 23,074.66	\$ 299.54	\$ 1,198.34
OTLPAYMENT	Margin	1026	\$ 1,799,240.44	\$ 873.37	\$ 3,493.35
gretna_occ_tax	Margin	1060	\$ 2,102,400.78	\$ 781.81	\$ 3,127.28
SYNTHETICSVC	Margin	223	\$ 70.00	\$ -	\$ -
NBELS_Recip_Surveyor	Margin	35	\$ 1,453.50	\$ 18.70	\$ 74.80
NBELS_Land_Surveyor	Margin	21	\$ 897.75	\$ 11.55	\$ 46.20
NBELS_Surveyor_Training	Margin	13	\$ 555.75	\$ 7.15	\$ 28.60
ded_programs_payment	Margin	8	\$ 4,114.00	\$ 22.80	\$ 91.20
DOT_Hay	Margin	1198	\$ 51,096.50	\$ 635.30	\$ 2,541.20
hastings_multi_payment	Margin	19	\$ 2,181.25	\$ 17.25	\$ 69.00
DOIRENEW	Margin	1727	\$ 321,091.26	\$ 2,864.25	\$ 11,457.00
NBC_BrandRene	Margin	756	\$ 2,835.00	\$ 567.00	\$ 2,268.00
DOI_MISC_PAY	Margin	1160	\$ 215,809.25	\$ 1,544.25	\$ 6,177.00
NEROADS- NDOT_Superintendent	Margin	201	\$ 7,750.00	\$ -	\$ -
Sarpy_tobacco_license	Margin	1	\$ 6.87	\$ 0.37	\$ 1.50
Food New Applications ACH Billback	Margin	196	\$ 20,778.06	\$ 92.75	\$ 371.00
NBELS_LS_RENEW	Margin	585	\$ 57,672.38	\$ 463.49	\$ 1,853.89
SupIntendBBAC	Margin	1	\$ 1.75	\$ 0.35	\$ 1.40
SupIntendBBCC	Margin	41	\$ 145.08	\$ 29.02	\$ 116.06
AGASREN_GWP	Margin	13	\$ 75,052.68	\$ 4.55	\$ 18.20
PRODTESTSVC	Margin	15	\$ 3,793.73	\$ 0.01	\$ 0.04
NEROADS- NDOT_Superintendent billback ACH	Margin	0	\$ -	\$ -	\$ -

Service Code	Revenue Type	Records	Total Revenue	NSRB Share	Network Manager Share
NEROADS- NDOT_Superintendent billback CC	Margin	78	\$ 3,220.00	\$ 43.34	\$ 173.35
AGREPORTING	Margin	938	\$ 6,968,180.22	\$ 864.79	\$ 3,459.15
ABE Renewal	Margin	0	\$ 87,495.00	\$ 579.00	\$ 2,316.00
DOGCATBREEDANNUAL	Margin	146	\$ 27,371.80	\$ 105.36	\$ 421.44
OTG	Margin	320	\$ 7,867.47	\$ 147.79	\$ 591.18
billtrl1	No Margin	37	\$ 1,650.00	\$ -	\$ 825.00
billtrl2	No Margin	19	\$ 1,800.00	\$ -	\$ 850.00
billtrl3	No Margin	3	\$ 500.00	\$ -	\$ 250.00
billtrl4	No Margin	3	\$ 1,500.00	\$ -	\$ 750.00
COURTAPELFILE	No Margin	23137	\$ 52,448.00	\$ -	\$ 46,048.00
COURTCITATION	No Margin	121844	\$ 16,785,294.73	\$ -	\$ 332,664.00
courtfile	No Margin	392993	\$ 391,013.00	\$ -	\$ 375,008.00
COURTJUDGE	No Margin	8124	\$ 406,200.00	\$ -	\$ 399,650.00
COURTOTC	No Margin	1	\$ 9.70	\$ -	\$ 1.75
courtpay	No Margin	64584	\$ 21,584,768.35	\$ -	\$ 313,801.50
juscase	No Margin	3065113	\$ 3,228,769.00	\$ -	\$ 1,549,863.00
jussubscr	No Margin	2006	\$ 1,004,000.00	\$ -	\$ 481,250.00
JUSTICECC	No Margin	18620	\$ 279,135.00	\$ -	\$ 133,590.00
LOBBY_REG	No Margin	996	\$ 302,230.00	\$ -	\$ 14,941.50
sccalessubscr	No Margin	62533	\$ 62,617.00	\$ -	\$ 30,897.00
wccfile	No Margin	41988	\$ 164,743.00	\$ -	\$ 117,123.00
COURTAPPTFILE	No Margin	339	\$ 31,430.00	\$ -	\$ 31,430.00

Service Code	Revenue Type	Records	Total Revenue	NSRB Share	Network Manager Share
COURTRECORDERF	No Margin	163	\$ 244,500.00	\$ -	\$ 207,750.00
AOC CERTGS	No Margin	2209	\$ 16,746.85	\$ -	\$ 4,131.85
COURTRECORDERU	No Margin	67	\$ 67,000.00	\$ -	\$ 62,500.00
Court Records (Justice) Per Record	No Margin	5201780	\$ 5,201,780.00	\$ -	\$ 2,600,890.00
Court Records (Justice) Monthly	No Margin	3511	\$ 1,755,500.00	\$ -	\$ 877,750.00
Court Records (Justice) Credit Card Searches	No Margin	43467	\$ 652,560.00	\$ -	\$ 326,280.00
Court E-Filing	No Margin	680515	\$ 680,515.00	\$ -	\$ 680,515.00
Court Citations	No Margin	205563	\$ 29,044,274.19	\$ -	\$ 592,180.25
AOC_Cert_Authority	No Margin	1725	\$ 44,488.72	\$ -	\$ 3,331.23
Court Payments	No Margin	114456	\$ 44,302,479.71	\$ -	\$ 603,930.01
Lobbyist Registration	No Margin	1779	\$ 618,995.00	\$ -	\$ 30,949.75
OTC-Court payments	No Margin	0	\$ -	\$ -	\$ -
LEG - BillTracker (1-3 eProfiles)	No Margin	70	\$ 3,500.00	\$ -	\$ 1,750.00
LEG - BillTracker (4-10 eProfiles)	No Margin	25	\$ 2,500.00	\$ -	\$ 1,250.00
LEG - BillTracker (11-20 eProfiles)	No Margin	2	\$ 500.00	\$ -	\$ 250.00
LEG - BillTracker (Unlimited eProfiles)	No Margin	2	\$ 1,000.00	\$ -	\$ 500.00
AOC CERTGS Billback CC%	No Margin	914	\$ 22,850.00	\$ -	\$ 568.99
nsrbgrant	Other Revenue	0	\$ 515,669.92	\$ -	\$ 515,669.92
subscrfee	Other Revenue	12072	\$ 1,141,715.00	\$ -	\$ 1,141,715.00
Grants/ Special Projects	Other Revenue	0	\$ 3,272,964.60	\$ -	\$ 3,272,964.60
Subscriptions - New	Other Revenue	18931	\$ 1,895,232.41	\$ -	\$ 1,895,232.41



Service Code	Revenue Type	Records	Total Revenue	NSRB Share	Network Manager Share
Implementation Fee	Other Revenue	1	\$ 50,000.00	\$ -	\$ 50,000.00

# INTENT TO PROPOSE

**Solicitation Number 122777 O5**

**Upon the State's receipt of a complete Intent to Propose, the contact will receive Appendix A and Appendix B for this solicitation via email.**

<b>Bidder Name:</b>	Concourse Tech Inc.
<b>Bidder Address:</b>	169 Madison Ave, Ste 15520, New York, NY 10016
<b>Contact Person:</b>	Kelsey Shaner, Operations Manager
<b>E-mail Address:</b>	sales@concoursetech.com
<b>Telephone Number:</b>	646-305-9964

The "Intent to Propose" form should be uploaded using the ShareFile link provided in the Schedule of Events, Section I.C.



Concourse Tech Inc.  
169 Madison Ave, Suite 15520  
New York, NY 10016  
(646) 305-9964  
sales@concoursetech.com

# Network Manager Services Proposal

## **Nebraska State Records Board**

RFP Number 122777 O5

**October 21, 2025**

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## Executive Summary

Concourse Tech Inc. is pleased to submit this proposal to serve as the Network Manager for the Nebraska State Records Board, operating and expanding the State's online Portal (Nebraska.gov) to provide citizens, businesses, and government entities with efficient, secure access to public records and electronic services.

## Our Understanding

We understand the NSRB seeks a Network Manager to operate a self-funded portal serving 200+ applications, processing over 21 million transactions annually, with zero tolerance for service interruptions. This role requires technical excellence across modern and legacy systems, financial stewardship of a \$45-50M revenue stream, and a commitment to expanding services while maintaining the highest standards of security, accessibility, and customer support.

## Our Approach

Concourse proposes a phased, partner-centric transition approach that prioritizes continuity of service while introducing modern cloud-native architecture, automation, and enhanced user experience. We will operate within the established 80/20 revenue share model, funding all infrastructure and development costs upfront and recouping investment through transaction fees. Our strategy includes strategic partnerships for Tier IV datacenter operations, legacy system support, and 24/7 NOC services, allowing us to meet all technical requirements while leveraging our core strengths in modern application development, cloud infrastructure, and government service delivery.

## Why Concourse

- **Proven Government Experience:** Successful delivery for Tarrant County, San Antonio Water System, Columbus Municipal Court, and other

government entities

- **Modern Technology Stack:** Cloud-native architecture reduces operational costs and improves scalability
- **Financial Sustainability:** Detailed financial modeling demonstrates viability on revenue-share model
- **Partner-Centric Approach:** Regular communication, transparent reporting, and collaborative problem-solving
- **Innovation Focus:** AI-powered search, chatbot support, enhanced accessibility, and mobile-first design
- **Risk Mitigation:** Comprehensive transition planning with dual operations and thorough testing

### Key Differentiators

- **Modernization Roadmap:** Strategic plan to migrate legacy applications to modern, maintainable architecture over contract term
- **Cost Efficiency:** Cloud infrastructure and automation reduce ongoing operational expenses
- **Enhanced User Experience:** Modern UI/UX design, mobile optimization, and accessibility improvements
- **Transparency:** Real-time dashboards, detailed reporting, and open communication with Partners and NSRB
- **Competitive Hourly Rates:** Time and materials rates 5-10% below incumbent for exceptional value

**We are committed to operating the Portal with the highest standards of technical excellence, financial stewardship, and customer service, ensuring Nebraskans have reliable, secure access to government services 24/7/365.**

# Understanding of Requirements

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## Portal Mission & Purpose

We understand the Nebraska Portal serves as the State's centralized electronic gateway to public records and government services, with the following core objectives:

- **Accessibility:** Make online services the easiest, most convenient method for obtaining government information and services
- **Transparency:** Increase accessibility to public information through various electronic means and promote information sharing
- **Self-Funding Model:** Operate without increasing tax burden on citizens by leveraging revenue-generating services to fund non-revenue services
- **Innovation:** Bring new ideas, technologies, and functionality to state and local government
- **Modernization:** Develop, upgrade, maintain, backup, and support applications and websites in compliance with applicable IT standards
- **Security:** Ensure security of government data, network resources, and continuity of operations
- **Payment Processing:** Provide secure merchant and payment processing consistent with PCI-DSS standards

## Our Commitment

Concourse is committed to fulfilling this mission by providing reliable infrastructure, exceptional customer support, secure payment processing, and continuous innovation to improve service delivery for all Nebraskans.

## NSRB Oversight Role

We understand the Nebraska State Records Board provides governance and oversight of Portal operations, including:

- **Strategic Direction:** Review and approval of project priorities and business plans
- **Fee Regulation:** Review and approval of all Portal Fees based on fairness, reasonableness, and appropriateness
- **Partner Agreements:** Review and approval of Electronic Government Service Level Agreements (EGSLAs)
- **Performance Management:** Review of Network Manager reports, satisfaction surveys, and overall performance
- **Policy Governance:** Approval of policies governing Portal operations

The NSRB comprises representatives from key state offices (Secretary of State, Governor, Attorney General, Auditor, Treasurer, DAS Director) and appointed members representing banking, insurance, law, libraries, public interest, and media sectors. This diverse composition ensures balanced oversight reflecting various stakeholder interests.

### Our Partnership Approach

Concourse will work collaboratively with the NSRB, attending all meetings, providing transparent reporting, seeking approval for fees and agreements, and welcoming oversight as essential to successful Portal operations. We view the NSRB not as a compliance burden but as valued partners in serving Nebraska's citizens.

## Current Portal Operations

We have thoroughly reviewed the current Portal environment and understand the following operational characteristics:



## Technical Environment

- **Applications:** 200+ applications serving state and local agencies (Appendix A)
- **Websites:** Multiple Partner websites hosted through the Portal (Appendix B)
- **Programming Languages:** Perl, Apache Groovy, PHP, Java, .NET, COBOL, mainframe web services
- **Platform Diversity:** Custom-developed applications, proprietary low-code/no-code platforms, open-source CMS for websites
- **Hosting:** Mix of on-premises and cloud technologies (current websites use Pantheon)
- **Database Integration:** Partners maintain databases of record; Portal interfaces via APIs and scheduled data exchanges
- **Payment Processing:** Elavon for State transactions, U.S. Bank for ACH origination
- **Accessibility:** All services accessible via popular browsers and mobile devices

## Operational Characteristics

- **Availability:** 24/7/365 service availability
- **Support:** Toll-free help desk 8 AM - 6 PM CT, plus 24/7 online live chat
- **Monitoring:** Proactive 24/7 service monitoring
- **Volume:** 1.7M website page views, 21M transactions, 942,380 users annually (2024)
- **Revenue:** Estimated \$45-50M Network Manager revenue share (2024)
- **Subscribers:** Approximately 6,500 paid subscriptions at \$100/year
- **Funding Mix:** 99.2% funded through Portal Fees, minimal time & materials work

## Transition Readiness

Concourse has developed a detailed understanding of the current environment through review of Appendices A and B, Addenda Q&A sessions, and incumbent contract analysis. We are prepared to receive escrowed materials, coordinate with

the incumbent, and execute a phased transition that maintains continuity of service for all Partners and end users.

## Self-Funding Financial Model

We understand and are committed to operating within the self-funding model established by Neb. Rev. Stat. §84-1205:

## Revenue Sources

- **Margin Services (80/20 split):** Portal Fees for services where Partner is not Courts or Legislature - Network Manager receives 80%, NSRB receives 20%
- **Non-Margin Services:** Services for Courts or Legislature - Network Manager receives 100% unless otherwise specified
- **Subscription Fees:** \$100 annual subscription fee (Network Manager receives 100%)
- **Time & Materials:** Hourly billing for specific projects at NSRB-approved rates
- **Other Sources:** Grants and special project funding when available

## Network Manager Responsibilities

- **Upfront Funding:** Fund all infrastructure, development, and operational costs upfront
- **Payment Processing Fees:** Pay all card processing fees (estimated 2.5% of transaction volume)
- **Collection Risk:** Assume risk for collection; transfer amounts due regardless of collection status
- **Long-Term Recovery:** Recoup investment over time through transaction fee revenue

## Financial Sustainability

Based on historical revenue data (Appendix C) and our operational cost projections, Concourse has determined the revenue-share model is financially sustainable. Our cloud-native architecture, automation capabilities, and operational efficiency enable us to deliver exceptional service while operating profitably within this model. Detailed financial projections are included in Section 5 of this proposal.

## Proposed Solution & Technical Approach

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### Overall Strategy

Concourse proposes a comprehensive approach that balances continuity with modernization:

#### Phase 1: Seamless Transition (Months 1-6)

- Receive escrowed materials and conduct detailed analysis
- Establish strategic partnerships for Tier IV hosting, legacy system support, and NOC operations
- Set up cloud infrastructure and development environments
- Meet with all Partners to understand priorities and pain points
- Begin phased migration of non-critical applications

#### Phase 2: Stabilization & Optimization (Months 7-12)

- Complete migration of remaining applications including high-volume services
- Maintain dual operations with incumbent for critical services
- Comprehensive testing with Partner participation
- Full transition of payment processing
- Establish reporting cadence and business plan approval

### **Phase 3: Modernization & Growth (Months 13-24)**

- Begin modernization of legacy applications
- Implement AI-powered search and support capabilities
- Enhance mobile experience and accessibility
- Launch new Partner services
- Optimize infrastructure for cost efficiency

### **Phase 4: Innovation & Expansion (Years 2-5)**

- Continue application modernization roadmap
- Expand Portal services to additional agencies
- Implement advanced analytics and business intelligence
- Introduce emerging technologies (voice interfaces, predictive services)
- Continuous improvement based on Partner and user feedback

## Application & Website Services

### Development Capabilities

Concourse will provide comprehensive application and website services:

- **Multi-Platform Support:** Our team has expertise in React, Next.js, Node.js, PHP, Java, and .NET. For legacy COBOL and mainframe integration, we will partner with specialized subcontractors
- **Project Management:** Structured approach including scope definition, work breakdown structure, schedules, risk assessment, resource planning, change control, and communication plans
- **User Interface Design:** Consistent, accessible, intuitive interfaces across all Portal services
- **Testing Methodology:** Development testing, unit testing, system testing with dependencies, performance testing, and Partner UAT before production deployment
- **Version Control:** All source code managed via Git with comprehensive documentation
- **Integration Capabilities:** APIs, web services, SFTP, file-based transfers - flexible to Partner system requirements

### Website Management

- **Content Management:** Modern CMS allowing Partners direct access to content editing with customizable approval workflows
- **Accessibility Compliance:** WCAG 2.1 AA compliance for all websites and applications
- **Multi-Lingual Support:** As required by Partners to ensure meaningful access
- **Mobile Optimization:** Responsive design for all devices (iOS, Android, tablets)
- **Search Capabilities:** Enhanced search with filters, phrase matching, domain restrictions
- **Maintenance:** Regular updates, broken link monitoring, accessibility testing, backups

### Enhanced Search & Navigation

We will implement advanced search capabilities including:

- Exact phrase matching and boolean operators
- Domain-specific search results
- Typo tolerance and synonym recognition
- AI-powered search suggestions (with NSRB approval)
- Personalized results based on user role

## Subscription Services

For high-volume users requiring batch data access:

- Secure batch processing and file download capabilities
- Flexible scheduling for data delivery
- Multiple export formats (CSV, XML, JSON)
- Subscription management portal
- Usage tracking and reporting

## Hosting Services

## Infrastructure Architecture

Concourse will provide hosting services meeting all Tier IV datacenter requirements through strategic partnership with a qualified datacenter provider:

### Tier IV Datacenter Partnership

We will establish agreements with Tier IV certified datacenters (such as QTS Data Centers, CoreSite, or Equinix) providing:

- **Primary Site:** Tier IV facility with 99.995% uptime guarantee

- **Secondary Site:** Geographically separate Tier IV facility for disaster recovery
- **Bi-Directional Failover:** Automatic failover capability between sites
- **Infrastructure Features:** Redundant power, cooling, fire suppression, physical security, climate control
- **Network Connectivity:** Multiple redundant network paths, burstable bandwidth

## Cloud Infrastructure

For optimal performance and cost efficiency, we will leverage cloud services where appropriate:

- **Cloud Platforms:** AWS GovCloud or Azure Government (NITC Standards compliant)
- **Hybrid Approach:** Cloud for development/test environments and scalable workloads, datacenter for baseline production
- **OCIO Coordination:** Facilitate OCIO Cloud Review Board approval process for cloud hosting
- **Database Services:** Leverage OCIO SQL Server hosting when requested by State Partners

## Performance Specifications

- **Availability:** 99.87% uptime (23.75 hours/day minimum)
- **Response Time:** Sub-second for Network Manager-operated systems
- **Scalability:** Auto-scaling to handle traffic surges (10x capacity during peak periods)
- **Monitoring:** 24/7/365 automated monitoring with alerting
- **Load Testing:** Annual load testing with Partner coordination

## Security Features

- Redundant firewalls with automatic failover
- Load balancing system distributing traffic across multiple servers
- SSL/TLS encryption for all Portal traffic
- Virtual Private Network (VPN) for secure State system communication
- Intrusion detection and prevention systems
- Web application firewall (WAF) for layer 7 protection

## Payment Processing & Accounting

### PCI-DSS Compliance

Concourse will maintain PCI-DSS compliance through:

- **Compliance Status:** Actively pursuing PCI Level 1 Service Provider certification
- **Annual Attestation:** Submit Attestation of Compliance annually
- **Quarterly Scanning:** ASV scans of external-facing systems
- **Payment Devices:** Deploy PCI-compliant payment terminals with P2PE encryption
- **Tokenization:** Never store actual card data; use secure tokens
- **Scope Reduction:** Minimize PCI scope through segmentation and encryption

### Payment Processor Integration

We will integrate with the State's designated payment processor (currently Elavon):

- **State Transactions:** All State transactions processed through State Processor, deposited directly to State Treasurer's designated bank
- **Local Government:** Offer State Processor option; if declined, use our selected PCI-compliant processor
- **ACH Processing:** Integrate with U.S. Bank for ACH origination services
- **Payment Methods:** Accept Visa, MasterCard, Discover, UnionPay, debit cards, ACH
- **Real-Time Authorization:** Immediate payment authorization and Partner notification



## Fee Payment & Processing

- **Processing Fee Responsibility:** Concourse pays ALL card processing fees including interchange, assessments, network fees
- **Collection Risk:** We assume collection risk and transfer amounts due to State regardless of collection status
- **Payment Schedule:** \$250K deposit on 15th of month; remainder on last business day with detailed Payment Statement
- **Chargeback Management:** Work with Partner and State Processor to process chargebacks; responsibility allocated per fee structure
- **Reconciliation:** Daily reconciliation, electronic return files, detailed transaction reporting

## Fraud Prevention

- Real-time fraud scoring for all transactions
- Address Verification System (AVS) and CVV validation
- Velocity checks and transaction pattern analysis
- IP geolocation and device fingerprinting
- Machine learning models to detect anomalous behavior
- Manual review queue for high-risk transactions

## Accounting System

We will maintain comprehensive accounting records using generally accepted accounting principles:

- **Chart of Accounts:** Numbered chart aligned to Portal operations
- **Books of Entry:** All transactions recorded in appropriate journals
- **Subsidiary Ledgers:** Detailed records by Partner, service, and revenue type
- **General Ledger:** Consolidated financial records with to-date posting

- **Audit Trail:** Complete trail from transaction to financial statements
- **Reporting Period:** Calendar year ending December 31
- **Annual Audit:** Commercially audited financial statements provided to NSRB

## Data Security & Compliance

### Security Certifications

Concourse is committed to maintaining the following certifications:

- **SOC 2 Type II:** Actively pursuing SOC 2 Type II attestation
- **ISO 27001:** Pursuing ISO 27001 certification for information security management
- **PCI-DSS:** Pursuing Level 1 Service Provider certification
- **Datacenter Certifications:** Annual comprehensive security certification by national firm

### Compliance Framework

We will comply with all applicable regulations based on Partner data types:

- **HIPAA:** Business Associate Agreements and compliance for health data (DHHS, NDVA, health departments)
- **IRS Publication 1075:** Safeguards for Federal Tax Information as specified by Partners
- **DPPA:** Driver's Privacy Protection Act compliance for DMV records
- **CJIS:** Will implement CJIS compliance requirements if needed for criminal justice data
- **FERPA:** Compliance for education records if applicable
- **NITC Standards:** Full compliance with Nebraska Information Technology Commission standards

### Security Operations

- **Vulnerability Management:** Monthly automated scans of all applications and infrastructure
- **Penetration Testing:** Annual penetration tests and on-demand tests when requested
- **Patch Management:** Critical security patches applied within 48 hours; routine patches within 30 days
- **Access Controls:** Role-based access control (RBAC), multi-factor authentication, least privilege principle
- **Encryption:** Data encrypted in transit (TLS 1.3) and at rest (AES-256)
- **Logging & Monitoring:** Comprehensive logging, SIEM correlation, retention per Partner requirements
- **Incident Response:** 24/7 security operations center, documented incident response procedures

## Data Protection

- **Data Residency:** All data storage in the United States only
- **Backup Strategy:** Nightly backups (or more frequent per Partner needs), encrypted in transit and at rest
- **Backup Retention:** Per Partner-specified retention schedules
- **Backup Testing:** Quarterly restore tests with annual reporting to Partners/NSRB
- **Disaster Recovery:** RTO and RPO targets established per Partner application; annual DR testing

## Emerging Security Technologies

Concourse will monitor and implement emerging security capabilities:

- **Zero Trust Architecture:** Implement NIST 800-207 Zero Trust principles as required by NITC Standards
- **Quantum-Safe Cryptography:** Monitor NIST post-quantum cryptography standards and implement per NSRB-approved timeline

- **AI/ML Threat Detection:** Machine learning for anomaly detection and threat prevention
- **DDoS Protection:** Cloud-based DDoS mitigation with auto-scaling

## User & Partner Support

### Help Desk Services

Concourse will provide multi-channel support:

- **Phone Support:** Toll-free number, 8 AM - 6 PM Central Time, dedicated full-time staff
- **Live Chat:** 8 AM - 6 PM Central Time with real-time response
- **24/7 Online Chat:** After-hours online support with live representatives
- **Email Support:** support@nebraska.gov (or similar) with <24 hour response
- **Average Support Volume:** Prepared to handle 2,680+ monthly inquiries with surge capacity

### Support Capabilities

- Troubleshooting technical issues
- Payment inquiry resolution
- Account access assistance
- How-to guidance for Portal services
- Escalation to Partners when appropriate
- Multi-lingual support as required by Partners

### Support Quality Management

- **Ticketing System:** All inquiries logged in ticketing system with case numbers
- **Performance Metrics:** Average handle time, first-call resolution, customer satisfaction scores

- **Quality Assurance:** Call monitoring, feedback sessions, continuous training
- **Trend Analysis:** Identify recurring issues for proactive resolution
- **Reporting:** Monthly support metrics provided to NSRB and Partners

## Partner Engagement

- **Regular Meetings:** Scheduled meetings to discuss projects, priorities, and issues
- **Satisfaction Surveys:** Periodic surveys to measure Partner and User satisfaction
- **Training:** On-site and remote training for Partner staff on Portal functionality
- **Documentation:** Comprehensive user guides, FAQs, video tutorials
- **Dedicated Contacts:** Named points of contact for each major Partner

## Online Self-Service Resources

- Searchable knowledge base
- Video tutorials and walkthroughs
- Frequently Asked Questions (FAQs)
- Downloadable user guides
- Service status dashboard
- Chatbot for common questions (with human escalation)

## Marketing & Business Development

Concourse will actively promote Portal services and identify growth opportunities:

### Marketing Activities

- **Dedicated Resource:** Full-time marketing and business development staff
- **Partner Outreach:** Proactive engagement with state and local agencies to identify service opportunities
- **Public Awareness:** Marketing campaigns to increase public use of Portal services

- **Promotional Materials:** Brochures, videos, infographics, social media content
- **Success Stories:** Case studies highlighting Partner successes
- **Conferences & Events:** Participation in government technology conferences

## Business Development

- Identify new service opportunities through Partner consultation
- Develop business cases for new Portal services
- Coordinate with Partners on grant opportunities
- Monitor emerging technologies for Portal application
- Benchmark against other state portals for best practices

## Staffing & Organization

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### Organizational Structure

Concourse will establish a dedicated Nebraska Portal team with the following structure:

#### Executive Leadership

- **Portal Director:** Overall responsibility for Portal operations, NSRB liaison, located in Lincoln, NE
- **Operations Manager:** Day-to-day operations management, Partner coordination, located in Lincoln, NE
- **Technical Director:** Technology strategy, architecture decisions, infrastructure oversight

## **Application Development Team (8-12 FTEs)**

- **Senior Developers (3-4):** Lead development, code review, technical mentoring
- **Developers (4-6):** Application development, maintenance, bug fixes
- **Quality Assurance (1-2):** Testing, quality control, UAT coordination

## **Infrastructure & Operations Team (4-6 FTEs)**

- **Senior Systems Administrators (2):** Infrastructure design, security, disaster recovery
- **Systems Administrators (2-3):** Day-to-day infrastructure operations, monitoring
- **Database Administrator (1):** Database design, optimization, backups

## **Project Management Office (2-3 FTEs)**

- **Senior Project Manager (1):** Large, complex projects; PMO oversight
- **Project Managers (1-2):** Day-to-day project coordination with Partners

## **Support & Operations (4-6 FTEs)**

- **Support Manager (1):** Help desk operations, quality management
- **Support Specialists (3-5):** Phone, chat, email support

## **Business Operations (3-4 FTEs)**

- **Marketing/Business Development (1):** Full-time marketing and Partner outreach
- **Accounting/Finance (1):** Financial management, reporting, invoicing
- **Content Management (1-2):** Website content, documentation, training materials

## **Total Core Team: 21-31 Full-Time Employees**

All team members will be US-based, with leadership and key project management staff located in Lincoln, Nebraska for regular in-person Partner meetings and NSRB attendance.

### **Skills Matrix**

Our team will possess the following technical competencies:



SKILL AREA	TEAM MEMBERS	PROFICIENCY LEVEL
<b>Modern Web Development</b> (React, Next.js, Node.js)	8-10 developers	Expert
<b>Cloud Infrastructure</b> (AWS, Azure, GCP)	4-6 infrastructure team	Expert
<b>PHP/Java/.NET</b>	4-6 developers	Advanced
<b>Database Management</b> (SQL Server, PostgreSQL, MySQL)	DBA + 4 developers	Expert
<b>Payment Processing &amp; PCI</b>	Technical Director + 2 developers	Advanced
<b>DevOps/CI-CD</b> (GitHub Actions, Jenkins, Docker)	4 infrastructure team	Expert
<b>Security &amp; Compliance</b> (HIPAA, PCI, NIST)	2 senior sysadmins + Director	Advanced
<b>API Integration</b>	6-8 developers	Expert
<b>WCAG Accessibility</b>	All developers + QA	Advanced
<b>Project Management</b>	2-3 PMs	Expert (PMP preferred)

## Strategic Partnerships

For specialized capabilities beyond our core expertise, we will establish partnerships with qualified subcontractors:

## Tier IV Datacenter Operations

**Partner:** QTS Data Centers, CoreSite, or Equinix (final selection subject to NSRB approval)

- Tier IV certified facilities with 99.995% uptime
- Geographic redundancy with bi-directional failover
- 24/7 on-site staff and physical security
- Meets all RFP infrastructure requirements

## Legacy System Integration

**Partner:** Will actively seek qualified legacy system specialists

- COBOL and mainframe expertise
- Experience with state government systems
- API and middleware development for legacy integration
- Support for existing Partner interfaces

## 24/7 Network Operations Center

**Partner:** Will actively seek qualified NOC services provider

- 24/7/365 monitoring and alerting
- First-level incident response
- Escalation to Concourse technical team
- Performance monitoring and reporting

**Subcontractor Management:** Concourse will remain prime contractor and single point of contact for NSRB. All subcontractors will be subject to NSRB approval, background check

requirements, and US-based work requirements. We will manage subcontractor performance and ensure seamless service delivery.

## **Background Check & Security Clearance**

All Concourse staff and subcontractors will undergo comprehensive background checks including:

- Employment verification (past 5 years)
- Education verification
- Federal criminal records check
- E-Verify (for employment eligibility verification)
- Social Security Number trace
- Statewide criminal records check (Nebraska and state of residence)
- Sex offender registry search

Results will be provided to NSRB upon request. Any individual unable to pass background check will be immediately removed from Portal work.

## **Lincoln, Nebraska Presence**

Concourse is committed to establishing a physical presence in Lincoln, Nebraska:

- **Office Location:** We will secure office space in Lincoln within 60 days of contract award
- **On-Site Staff:** Portal Director, Operations Manager, and key project managers will be based in Lincoln
- **Partner Meetings:** Regular in-person meetings with Partner agencies
- **NSRB Attendance:** In-person attendance at all NSRB meetings
- **Local Hiring:** Preference for hiring Nebraska residents to support local economy

# Business Operations & Financial Model

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## Annual Business Plan

Concourse will submit a comprehensive annual business plan to the NSRB within 90 days of contract commencement and annually thereafter at the last NSRB meeting of each calendar year. The business plan will include:

### 1. Existing Services Management

- Status of all current Portal applications and websites
- Performance metrics (uptime, response time, user satisfaction)
- Maintenance activities and system upgrades
- Project management procedures and methodologies

### 2. Marketing Plan

- Promotional activities to increase Portal usage
- Partner outreach and engagement strategy
- Public awareness campaigns
- Success metrics and ROI measurement

### 3. User & Partner Support Plan

- Support staffing levels and training
- Service level targets and actual performance
- Support volume trends and capacity planning
- Customer satisfaction results

### 4. User & Partner Feedback

- Results of satisfaction surveys

- Analysis of support inquiries and common issues
- Partner-requested enhancements and priorities
- Action plans to address feedback

## **5. Innovation & Efficiency**

- Technology improvements implemented or planned
- Process optimization initiatives
- Cost reduction opportunities
- New capabilities (AI, automation, enhanced accessibility)

## **6. Portal Expansion**

- New services developed during the year
- Pipeline of potential new services
- Partner prospects for Portal onboarding
- Revenue and transaction projections for new services

## **7. Self-Funding Model Balance**

- Revenue-generating vs. non-revenue services analysis
- Cross-subsidy strategy (using profitable services to fund free services)
- Financial sustainability assessment
- Recommendations for fee adjustments if needed

## **8. Staffing**

- Organization chart by position
- Skills matrix summarizing relevant experience
- Employee and subcontractor personnel breakdown

- Staffing changes and reasons

## **9. Subcontractors**

- Name, address, and contact information
- Specific tasks performed by each subcontractor
- Percentage of performance hours per subcontractor
- Total percentage of subcontractor hours
- Performance evaluation of subcontractors

## **10. Finance & Accounting**

- Financial plan with estimated revenues by service
- Expense projections by category (personnel, infrastructure, payment processing, etc.)
- Capital investment plans
- Summary of accounting practices
- Electronic payment function updates

## **11. Version Control Plan**

- Current versions of all application and website frameworks
- Scheduled upgrades and sunset dates
- Plan to maintain currency of hardware, software, and network infrastructure
- Strategy to upgrade before sunset dates

## **Reporting Framework**

Concourse will provide comprehensive reporting to the NSRB and Partners:

## **Annual Reports**

- **Audited Financial Statements:** Commercially audited statements including disclosure of parent company overhead allocation
- **Business Plan:** As detailed above
- **Datacenter Certifications:** Comprehensive annual security certifications from national security firm
- **PCI-DSS Attestation:** Attestation of Compliance from Qualified Security Assessor
- **Control Audits:** Copies of audits assessing internal controls and data security safeguards

## Quarterly Reports

- **Project Priority Report:** All projects in progress with start date, planned completion, difficulty category, actual completion
- **Management Report:** Comprehensive quarterly assessment including:
  - Service uptime and response time statistics
  - Applications and websites usage analytics
  - Marketing efforts and results
  - Partner and user service/satisfaction metrics
  - Innovation and efficiency initiatives
  - New services launched or in progress
  - Hours breakdown: revenue vs. non-revenue services
  - Hours breakdown: support, maintenance, training, promotion
  - Security update summary
  - Staffing report (total staff, additions, departures)
  - Financial summary with volume and revenue by service

## Monthly Reports

- **Payment Statement:** Itemized statement of all Portal services payments for the month (by 7 days before month end)
- **Partner Statements:** Partner-specific itemized statements showing volume and revenue by service

## **Bi-Weekly Reports**

- **Project Status Reports:** All projects in progress with dates, difficulty, and status
- **Public Dashboard:** Online dashboard updated bi-weekly showing project status

## **On-Demand Reports**

- Portal Portfolio (application inventory with system profiles)
- Hours accounting by Partner and service type
- Disaster recovery test results
- Security scan results (internal and external)
- User survey comments and feedback
- Support metrics (call logs, email logs, chat transcripts)

**Reporting Format:** All reports subject to NSRB review and approval. We will use formats requested by NSRB (Excel, PDF, online dashboards, etc.) and provide data access via secure portal.

## **Financial Model Sustainability**

Concourse has conducted detailed financial analysis demonstrating the sustainability of the self-funding model:

## **Revenue Projections (Based on Historical Data)**



REVENUE SOURCE	ANNUAL AMOUNT
80% Share of Margin Services Portal Fees	\$42-45M
Non-Margin Services Portal Fees	\$3-4M
Subscription Fees (6,500 @ \$100)	\$650K
Time & Materials (estimated)	\$200-500K
<b>Total Estimated Annual Revenue</b>	<b>\$46-50M</b>

*Note: Historical revenue provided for estimation purposes only. Concourse understands there is no guarantee of future revenue levels.*

### Expense Projections (Annual Operating Budget)

EXPENSE CATEGORY	ANNUAL AMOUNT
Personnel (25 FTEs @ avg \$120K total comp)	\$3.0M
Datacenter & Hosting (Tier IV partnership)	\$800K
Cloud Infrastructure (AWS/Azure)	\$600K
Payment Processing Fees (est. 2.5% of \$1.8B transactions)	\$500K
Subcontractor Services (legacy support, NOC)	\$400K
Insurance (cyber, GL, professional, etc.)	\$300K

EXPENSE CATEGORY	ANNUAL AMOUNT
Software Licenses & Tools	\$250K
Performance Bond & Escrow	\$100K
Office Space (Lincoln, NE)	\$80K
Marketing & Business Development	\$150K
Professional Services (audit, legal, compliance)	\$200K
Contingency & Miscellaneous	\$200K
<b>Total Estimated Annual Expenses</b>	<b>\$6.58M</b>

Startup/Transition Costs (Year 1)

INVESTMENT CATEGORY	AMOUNT
Infrastructure Setup (servers, network, security)	\$500K
Application Migration & Replatforming	\$1.5M
Staffing Ramp-Up (recruiting, training)	\$300K
Dual Operations with Incumbent	\$400K
Office Buildout (Lincoln, NE)	\$100K
<b>Total Startup Investment</b>	<b>\$2.8M</b>

## Financial Analysis

**Operating Margin:** Based on estimated annual revenue of \$46-50M and operating expenses of \$6.58M, the Portal operations would generate approximately \$39-43M in annual operating margin (before accounting for startup costs).

**Startup Cost Recovery:** The \$2.8M startup investment will be recovered within the first year of operations, with full profitability beginning in Year 2.

**Risk Mitigation:** Concourse has modeled various scenarios including 10% revenue decline, higher-than-expected expenses, and transaction volume fluctuations. The model remains financially viable across all scenarios.

**Reinvestment Strategy:** Profits will be reinvested in Portal improvements, infrastructure upgrades, application modernization, and expansion to new services, ensuring continuous improvement and long-term sustainability.

## Portal Fee Regulation Compliance

Concourse understands the NSRB has authority to approve all Portal Fees based on the following criteria:

- **Fairness:** Fees must be fair to Users while supporting Portal operations
- **Reasonableness:** Fees must be reasonable compared to value provided
- **Appropriateness:** Fees must be appropriate for the service type and user base
- **Public Policy:** Commitment to provide electronic access at most reasonable prices possible
- **Innovation Reward:** Recognition of entrepreneurial nature and need for acceptable return
- **Reinvestment:** Need to invest in Portal expansion and improvement

- **Compliance:** Must comply with legislative requirements

## **Our Fee Proposal Process**

When proposing new or adjusted Portal Fees, Concourse will:

1. Work with the Partner to understand service costs, value, and user impact
2. Research comparable services and pricing in other states
3. Develop fee recommendation with detailed justification
4. Prepare draft EGSLA addendum specifying fee splits
5. Present recommendation to NSRB with Partner representative
6. Answer NSRB questions and provide additional analysis as needed
7. Implement only after NSRB approval

We commit to transparency in all fee proposals and will recommend fee adjustments when appropriate to ensure long-term sustainability while keeping costs reasonable for Nebraska citizens.

## Implementation Timeline

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Concourse proposes an 18-month phased transition plan ensuring continuity of service while modernizing the Portal infrastructure:

PHASE	TIMELINE	KEY ACTIVITIES	DELIVERABLES
Phase 1: Transition Planning	Months 1-2 (Apr-May 2026)	<ul style="list-style-type: none"><li>• Receive escrowed materials</li><li>• Meet with all Partners</li><li>• Finalize datacenter partnership</li><li>• Establish Lincoln, NE office</li><li>• Hire core team</li><li>• Develop detailed transition plan</li></ul>	<ul style="list-style-type: none"><li>• Transition plan (30 days)</li><li>• Staffing complete</li><li>• Partner coordination schedule</li><li>• Infrastructure design</li></ul>
Phase 2: Infrastructure Setup	Months 3-4 (Jun-Jul 2026)	<ul style="list-style-type: none"><li>• Deploy datacenter infrastructure</li><li>• Set up cloud environments</li><li>• Configure security systems</li><li>• Establish VPN connections</li><li>• Deploy monitoring tools</li><li>• Set up development environments</li></ul>	<ul style="list-style-type: none"><li>• Production infrastructure ready</li><li>• Security baseline established</li><li>• Dev/test environments operational</li><li>• Monitoring dashboards live</li></ul>

PHASE	TIMELINE	KEY ACTIVITIES	DELIVERABLES
<b>Phase 3: Initial Migrations</b>	Months 5-8 (Aug-Nov 2026)	<ul style="list-style-type: none"> <li>• Migrate non-critical applications</li> <li>• Migrate Partner websites</li> <li>• Testing with Partner participation</li> <li>• Cutover during maintenance windows</li> <li>• Monitor performance closely</li> <li>• Address issues immediately</li> </ul>	<ul style="list-style-type: none"> <li>• 40-50% of applications migrated</li> <li>• All websites migrated</li> <li>• No service disruptions</li> <li>• Partner sign-offs</li> </ul>
<b>Phase 4: Core Services Migration</b>	Months 9-12 (Dec 2026-Mar 2027)	<ul style="list-style-type: none"> <li>• Migrate moderate-volume services</li> <li>• Continue testing and validation</li> <li>• Maintain dual operations</li> <li>• Payment processing integration</li> <li>• Establish reporting cadence</li> <li>• Submit first business plan</li> </ul>	<ul style="list-style-type: none"> <li>• 80% of applications migrated</li> <li>• Payment processing live</li> <li>• Business plan approved</li> <li>• Quarterly reports initiated</li> </ul>
<b>Phase 5: High-Volume Services</b>	Months 13-16 (Apr-Jul 2027)	<ul style="list-style-type: none"> <li>• Migrate high-volume DMV services</li> <li>• Migrate court payment systems</li> </ul>	<ul style="list-style-type: none"> <li>• All critical services migrated</li> <li>• Performance targets met</li> <li>• Zero unplanned</li> </ul>

PHASE	TIMELINE	KEY ACTIVITIES	DELIVERABLES
		<ul style="list-style-type: none"> <li>• Migrate property tax services</li> <li>• Extensive load testing</li> <li>• Cutover during low-traffic periods</li> <li>• 24/7 monitoring during cutover</li> </ul>	downtime <ul style="list-style-type: none"> <li>• Partner satisfaction confirmed</li> </ul>
<b>Phase 6: Final Transition</b>	Months 17-18 (Aug-Sep 2027)	<ul style="list-style-type: none"> <li>• Complete remaining migrations</li> <li>• Final testing and validation</li> <li>• Full handoff from incumbent</li> <li>• Close out transition project</li> <li>• Lessons learned documentation</li> <li>• Optimization and tuning</li> </ul>	<ul style="list-style-type: none"> <li>• 100% services transitioned</li> <li>• Incumbent contract closed</li> <li>• Transition documentation</li> <li>• Baseline performance established</li> </ul>
<b>Ongoing: Operations</b>	Months 19+ (Oct 2027+)	<ul style="list-style-type: none"> <li>• Normal operations</li> <li>• Continuous monitoring</li> <li>• Partner support</li> <li>• New service development</li> <li>• Application modernization</li> <li>• Innovation initiatives</li> </ul>	<ul style="list-style-type: none"> <li>• 99.87%+ uptime</li> <li>• Sub-second response time</li> <li>• Quarterly reports</li> <li>• Annual business plans</li> <li>• New services launched</li> </ul>

## Risk Mitigation Strategies

- **Phased Approach:** Migrate in waves, starting with lowest-risk applications
- **Dual Operations:** Maintain incumbent systems as backup during transition
- **Extensive Testing:** Thorough testing with Partner participation before cutover
- **Off-Peak Cutover:** Schedule cutovers during low-traffic periods
- **Rollback Plan:** Immediate rollback capability if issues arise
- **24/7 Monitoring:** Enhanced monitoring during transition periods
- **Partner Communication:** Regular status updates and advance notice of changes

## Zero Downtime Commitment

Concourse commits to executing this transition with no unplanned service interruptions. We will coordinate all maintenance windows with Partners, provide advance notice to users, and maintain backup systems throughout the transition. Our goal is a seamless transition invisible to end users.

## Innovation & Future Vision

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Beyond meeting current requirements, Concourse proposes innovative enhancements to improve the Portal experience and expand services:



## AI-Powered Search & Discovery

**Timeline:** Year 2 implementation (subject to NSRB approval)

### Capabilities:

- **Natural Language Search:** Allow users to search using conversational queries (e.g., "How do I renew my driver's license?")
- **Intelligent Suggestions:** Proactive recommendations based on user profile and past activity
- **Semantic Understanding:** Understand intent beyond keyword matching
- **Multi-lingual Support:** AI-powered translation for non-English speakers
- **Search Analytics:** Identify gaps in services based on search patterns

**Cost Model:** Included in base operations; no additional Portal Fees required

## 24/7 AI Chatbot Support

**Timeline:** Year 2 implementation (subject to NSRB approval)

### Capabilities:

- **Instant Answers:** Common questions answered immediately without wait time
- **Guided Workflows:** Step-by-step guidance for completing transactions
- **Human Escalation:** Seamless handoff to live support when needed
- **Multi-lingual:** Support in Spanish and other languages as needed
- **Continuous Learning:** Improves over time based on user interactions
- **Accessibility:** Screen reader compatible, keyboard navigation

**Cost Model:** Included in base operations; reduces support staff burden

## Mobile-First Redesign

**Timeline:** Year 2-3 phased rollout

## **Enhancements:**

- **Progressive Web App:** App-like experience without downloads
- **Offline Capability:** Access certain information without internet connection
- **Biometric Authentication:** Fingerprint/face ID for secure login
- **Push Notifications:** Reminders for renewals and updates (opt-in)
- **Mobile Payment:** Apple Pay, Google Pay, Samsung Pay support
- **Location Services:** Find nearest office or service center

**Cost Model:** Funded through operational savings from cloud efficiency

## **Predictive Analytics & Business Intelligence**

**Timeline:** Year 3 implementation

### **Capabilities:**

- **Renewal Predictions:** Identify users likely to miss renewals and send proactive reminders
- **Fraud Detection:** Machine learning to identify suspicious transaction patterns
- **Demand Forecasting:** Predict transaction volume for capacity planning
- **Partner Dashboards:** Real-time analytics for Partner decision-making
- **Revenue Optimization:** Identify opportunities to increase utilization

**Cost Model:** Funded through incremental transaction revenue from improved conversion

## **Enhanced Accessibility**

**Timeline:** Ongoing improvements starting Year 1

### **Enhancements:**

- **Voice Navigation:** Hands-free navigation for visually impaired users

- **Text-to-Speech:** Audio reading of all content
- **High Contrast Mode:** Enhanced visibility for low vision users
- **Simplified Language:** Plain language option for complex forms
- **Video Tutorials:** ASL interpretation and captioning
- **Keyboard-Only Navigation:** Full functionality without mouse

**Cost Model:** Included in base development; required by law

## Application Modernization Roadmap

**Timeline:** Years 2-5 continuous program

### Strategy:

- **Legacy Assessment:** Identify applications on proprietary or outdated platforms
- **Prioritization:** Focus on highest-maintenance applications first
- **Incremental Migration:** Replatform to modern cloud-native architecture
- **API Modernization:** Replace batch interfaces with real-time APIs where appropriate
- **UI/UX Refresh:** Modern, consistent user interface across all services
- **Performance Optimization:** Faster load times, better scalability

### Benefits:

- Reduced maintenance costs (fewer staff hours required)
- Improved reliability (modern frameworks have better error handling)
- Faster feature development (modern tools accelerate development)
- Better user experience (modern UI/UX patterns)
- Lower infrastructure costs (cloud-native efficiency)

**Cost Model:** Funded through operational savings; no additional Partner costs

## Additional Innovation Opportunities

- **Blockchain for Records:** Explore blockchain for immutable audit trails (Years 4-5)
- **API Marketplace:** Allow third-party developers to build on Portal APIs (Year 3+)
- **Voice Interfaces:** Alexa/Google Home skills for simple transactions (Year 3+)
- **Personalized Dashboard:** Customizable home page with relevant services (Year 2)
- **Document Upload/OCR:** Auto-populate forms from uploaded documents (Year 2-3)
- **E-Signature Integration:** Seamless e-signature for applicable services (Year 1-2)

### Innovation Commitment

All innovation initiatives will be proposed in annual business plans with detailed cost-benefit analysis and will proceed only after NSRB approval. We commit to balancing innovation with stability, ensuring new capabilities enhance rather than disrupt existing services. Innovation will be funded through operational efficiency gains, not through Portal Fee increases.

## Pricing & Hourly Rates

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### No Upfront Cost to the State

Concourse will fund all startup and operational costs, recovering our investment through the established revenue-share model:

- **80% of Margin Service Portal Fees**

- **Non-Margin Service Portal Fees** (as specified in EGSLAs)
- **\$100 Annual Subscription Fees**
- **Time & Materials** (at hourly rates below, when requested by Partners)

**There is no upfront payment, licensing fee, or ongoing cost to the State beyond the established revenue share model.**

## Hourly Rates for Time & Materials Projects

For Partner-requested time and materials projects, Concourse proposes the following competitive hourly rates (all-inclusive of expenses):

ROLE/TITLE	DESCRIPTION	HOURLY RATE
<b>Management</b>	Executive oversight, strategic planning, NSRB liaison	<b>\$200</b>
<b>Senior Project Manager</b>	Complex project management, multi-Partner coordination	<b>\$130</b>
<b>Project Manager</b>	Project coordination, Partner communication, documentation	<b>\$100</b>
<b>Senior Developer</b>	Lead development, architecture, code review, mentoring	<b>\$130</b>
<b>Developer</b>	Application development, maintenance, testing, bug fixes	<b>\$100</b>
<b>Senior System Administrator</b>	Infrastructure design, security, performance optimization	<b>\$110</b>

ROLE/TITLE	DESCRIPTION	HOURLY RATE
<b>System Administrator</b>	Infrastructure operations, monitoring, maintenance	<b>\$85</b>
<b>Creative/Designer</b>	UI/UX design, graphics, branding, user experience	<b>\$75</b>
<b>Marketing Specialist</b>	Marketing campaigns, content creation, analytics	<b>\$75</b>
<b>Content Manager</b>	Website content, documentation, training materials	<b>\$100</b>
<b>Support Specialist</b>	Help desk, troubleshooting, user assistance	<b>\$65</b>

## Competitive Value

Our proposed hourly rates are **5-10% below the incumbent Network Manager's rates**, providing the State and Partners with exceptional value for time and materials work. All rates include travel expenses, tools, and overhead - no hidden costs or surcharges.

**Rate Increases:** Per RFP requirements, rates may increase by no more than 5% at contract renewal, subject to NSRB approval.

## Cost Transparency Commitment

Concourse commits to transparent financial management:

- Detailed monthly financial reporting
- Annual audited financial statements
- Open book accounting for time & materials projects
- No hidden fees or surcharges
- Advance notice of any proposed fee adjustments

# Company Information

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COMPANY NAME	Concourse Tech Inc.
CONTACT PERSON	Kelsey Shaner, Operations Manager
PHONE	(646) 305-9964
EMAIL	sales@concoursetech.com
ADDRESS	169 Madison Ave, Suite 15520, New York, NY 10016
DUNS NUMBER	119359641
CAGE CODE	09E17

## Customer References

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ENTITY	CONTACT NAME	EMAIL	PHONE
Tarrant County	Kehinde Olugbile Senior Buyer	kolugbile@tarrantcountytexas.gov	817-212-7249
Town of Waterford	Jeffrey Robillard IT Manager	jrobillard@waterfordct.org	(860) 442-0553
San Antonio Water System	Josiah Sia Purchasing Agent	Josiah.Sia@saws.org	210-233-2941
Northeast Independent School District	Samantha Schumacher Administrator	sschum@neisd.net	210-407-0001
City of Columbus Municipal Court Clerk	Colton Goodrich IT Administrator	goodrichc@fcmcclerk.com	614-645-8183

## Contract Terms and Conditions

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**Quote Terms and Conditions:** A Quote is not an order or offer to sell. Product, available inventory, additional fees and pricing data are updated by manufacturers from time to time and may change without notice.

**Warranties Disclaimer:** Concourse Tech Inc. does not make any warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular



purpose.

**Force Majeure:** Concourse Tech Inc. shall not be responsible for delays or failure to deliver due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, labor disputes, supply chain disruptions.

**Financing Assignments:** For select high-value orders, we may request the buyer to assign the receivable to one of our financing partners.

**Final Agreement:** The terms and conditions of this Quote, including payment and delivery terms, are subject to final agreement upon issuance and acceptance of a purchase order.

## Acceptance

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By signing below, both parties agree to the terms and conditions outlined in this proposal.

### Client Acceptance:

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Signature

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Print Name

---

Date

### Concourse Tech Inc.:

---

Signature

---

Print Name

---

Date