

**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 NITC 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. Last day to submit "Intent to Propose"  <b>Appendix A and Appendix B will be provided via email once a complete Intent to Propose is received.</b>  ShareFile link for uploading Intent to Propose: <a href="https://nebraska.sharefile.com/r-rd87f52542851443193cd2249296e1e7f">https://nebraska.sharefile.com/r-rd87f52542851443193cd2249296e1e7f</a>	August 20, 2025
3. ShareFile link for uploading questions: <a href="https://nebraska.sharefile.com/r-rd80f21ebc98148c1bb0c591f4be0bdcb">https://nebraska.sharefile.com/r-rd80f21ebc98148c1bb0c591f4be0bdcb</a>	August 22, 2025
4. State responds to Round 1 of written questions through solicitation "Addendum" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/bidopps.html">http://das.nebraska.gov/materiel/bidopps.html</a>	September 5, 2025
5. 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
6. 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
7. Electronic Solicitation Opening – Online Via Webex  IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES BY OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES.  ShareFile Electronic Solicitation Submission Link: <a href="https://nebraska.sharefile.com/r-r58a99500888c4c2dbe77d570054f96c">https://nebraska.sharefile.com/r-r58a99500888c4c2dbe77d570054f96c</a>  Join Webex Meeting <a href="https://sonvideo.webex.com/sonvideo/i.php?MTID=m6652f34c944a6c1a8955d4dbd81e24bb">https://sonvideo.webex.com/sonvideo/i.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
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

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

#### **D. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to State Purchasing Bureau and clearly marked "Solicitation Number 122777 O5; Portal Services Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

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

Questions should be uploaded using the ShareFile link provided in the solicitation Schedule of Events, Section I.C. It is recommended that bidders submit questions using the following format:

RFP Section Reference	RFP Page Number	Question

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

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

All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at:

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

#### **F. ETHICS IN PUBLIC CONTRACTING**

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

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

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

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

#### **G. DEVIATIONS FROM THE SOLICITATION**

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

#### **H. SUBMISSION OF SOLICITATION RESPONSES**

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

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

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

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

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. The website can be found here: <https://das.nebraska.gov/materiel/bidopps.html>.

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

The ShareFile link for uploading Solicitation Response(s) is provided in the Schedule of Events, Section I.C.

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

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

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

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

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

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

b. ELECTRONIC SOLICITATION RESPONSE FILE NAMES

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

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

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

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing.

**I. INTENT TO PROPOSE / APPENDIX A AND APPENDIX B**

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

**J. SOLICITATION PREPARATION COSTS**

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

**K. FAILURE TO COMPLY WITH SOLICITATION**

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

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

**L. SOLICITATION RESPONSE CORRECTIONS**

A bidder may correct a mistake in an electronically submitted solicitation response prior to the time of opening by uploading a revised and completed solicitation response.

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

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

**M. LATE SOLICITATION RESPONSES**

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

**N. BID OPENING**

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

**O. SOLICITATION REQUIREMENTS**

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

1. Original Contractual Agreement Form signed manually in ink or by DocuSign;
2. Clarity and responsiveness;
3. Completed Corporate Overview;

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

**P. EVALUATION COMMITTEE**

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

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

**Q. EVALUATION OF SOLICITATION RESPONSES**

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

1. Corporate Overview may include, but is not limited to:

- a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Solicitation;
- b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- c. whether the bidder can perform the contract within the specified time frame;
- d. the bidder's historical or current performance; and
- e. such other information that may be secured and that has a bearing on the decision to award the contract.

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

2. Technical Response (Attachment A)

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

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

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

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

1. Documentation from the United States Armed Forces confirming service,
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions),

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

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

**R. BEST AND FINAL OFFER**

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

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

**S. REFERENCE AND CREDIT CHECKS**

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

**T. AWARD**

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

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

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

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

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

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

**"LUMP SUM" OR "ALL OR NONE" RESPONSES SHOULD BE CLEARLY IDENTIFIED ON THE FIRST PAGE OF THE SOLICITATION (IF APPLICABLE)**

**V. REJECTION OF SOLICITATION RESPONSES**

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

**W. PRICES & COST CLARIFICATION**

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

**X. VENDOR DEMONSTRATIONS**

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

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

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

## II. TERMS AND CONDITIONS

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

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

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

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

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.)
		

#### A. INDEPENDENT VENDOR / OBLIGATIONS

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

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

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

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

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

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

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Vendor's employees, including all insurance required by state law,
3. Damages incurred by Vendor's employees within the scope of their duties under the contract,
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Vendor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Vendor, its officers, agents, or subcontractors or subcontractor's employees).

If the Vendor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the solicitation response. The Vendor shall agree that it will not utilize any subcontractors not

specifically included in its solicitation response in the performance of the contract without the prior written authorization of the State. If the Vendor subcontracts any of the work, the Vendor agrees to pay any and all subcontractors in accordance with the Vendor's agreement with the respective subcontractor(s).

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

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

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

**B. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)**

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

**C. EMPLOYEE WORK ELIGIBILITY STATUS**

The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

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

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

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

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

**E. COOPERATION WITH OTHER VENDORS**

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

**F. DISCOUNTS**

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the solicitation response. Cash discount periods will be computed from the date of receipt of a

properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

**G. PRICES**

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

**The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.**

**The State will be given full proportionate benefit of any decreases for the term of the contract.**

**H. PERMITS, REGULATIONS, LAWS**

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

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

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

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

**J. INSURANCE REQUIREMENTS**

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within three (3) years of termination or expiration of the contract, the Vendor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and three (3) years following termination or expiration of the contract.

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

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

**1. WORKERS' COMPENSATION INSURANCE**

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

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

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

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

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

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

### 3. EVIDENCE OF COVERAGE

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

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

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

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

### 4. DEVIATIONS

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

**K. ANTITRUST**

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

**L. CONFLICT OF INTEREST**

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

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

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

**M. STATE PROPERTY**

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

**N. SITE RULES AND REGULATIONS**

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

**O. ADVERTISING**

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

**P. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)**

1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Contract, Vendor understands and agrees that if the Vendor is providing a product or service that contains ICT, as defined in subsection 3 below and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Vendor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.
3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Vendor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, Customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a Vendor.

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

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

**R. DRUG POLICY**

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

**S. WARRANTY**

Despite any clause to the contrary, the Vendor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Vendor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Vendor is unable to perform the services as warranted, Vendor shall reimburse the State all fees paid to Vendor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

The Vendor warrants for a period of one (1) year from the date of Acceptance that: (a) the Products perform according to all specific claims that the Vendor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the State has relied on the Vendor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Vendor will repair or replace (at no charge to the State) the Product whose nonconformance is discovered and made known to the Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

**T. TIME IS OF THE ESSENCE**

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

**IV. PAYMENT**

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

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

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

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

Pursuant to Neb. Rev. Stat. § 81-2403, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

**B. TAXES (Nonnegotiable)**

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

**C. INVOICES**

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

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

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

**D. INSPECTION AND APPROVAL**

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

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

**E. PAYMENT (Nonnegotiable)**

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

**F. LATE PAYMENT (Nonnegotiable)**

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

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

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

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

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

1. All the Vendor's books, records, and documents relating to work performed or monies received and paid under the Contract and any books, records or documents required by the Contract shall be subject to inspection and audit by the Auditor of Public Accounts at any reasonable time upon the provision of reasonable notice by the NTSB. 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 NTSB. 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 NTSB, which approval shall not be unreasonably withheld, conditioned or delayed. The Vendor shall pay all costs associated with such audit.
6. To the extent the financial audit report provided by the Vendor discloses any discrepancies in the Vendor charges, billings, or financial records, and following a period for review and verification by the Vendor, the Vendor will adjust the next monthly bill as soon as reasonably possible, but not to exceed ninety (90) days from the time of notification of the Vendor discrepancies. The Vendor shall cooperate to assure that verification is completed in a timely manner.

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

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

### **A. PROJECT OVERVIEW**

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

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

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

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

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

## C. CURRENT PORTAL OPERATIONS AND ENVIRONMENT

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

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

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

#### **D. CURRENT FINANCING MODEL**

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

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

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

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

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

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

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

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

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

1. Application and Website Services.

The Network Manager will:

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

- h. Work with Partners to help make their public records accessible. Any development costs may be funded using the self-funding model, or using time and materials service rates, as agreed to by the Partner, the Network Manager and the NSRB in a written SOW.
  - i. Ensure compatibility with Partner databases.
  - j. Implement required interfaces with “back-end” enterprise, legacy production systems and third-party vendor programming.
  - k. Leverage virtualization technologies and be capable of running almost any development and test environment option available.
  - l. Meet the Application development needs of Partners using a variety of programming language, including but not limited to Perl, Apache Groovy, PHP, JAVA, .NET, and COBOL, along with Mainframe web services, and Application Programming Interface (API) calls and communication. Systems analysis and programming activities shall be documented in accordance with OCIO or information provider standards, as applicable. Copies of all such work shall be furnished to OCIO or the information provider, as applicable, before such programs are implemented.
  - m. Ensure thorough testing to confirm Applications and websites are error free, meet business requirements, and satisfy performance and security requirements prior to launch. Testing by Partners must occur prior to launch and should be coordinated with Partner availability.
  - n. Procure, develop, and adapt interaction among multiple system interfaces including those developed by other vendors as required by Partners.
  - o. Interface with and link to State, local and federal government information and services as required by the Partners.
  - p. Provide and administer enhanced search engine capabilities and organization to navigate and search the Portal that allows Users to easily find services and content.
  - q. Ensure Applications and websites developed do not contain any advertisements, endorsements, content, or hyperlinks to any commercial products or services (except hyperlinks for government websites and services).
  - r. Comply with federal and state laws for accessibility and usability, including but not limited to, compliance with Section 508 of the Rehabilitation Act of 1973, as amended.
  - s. Regularly test for broken links and accessibility compliance; perform Maintenance, perform regular backups; provide design and architecture assistance.
  - t. Provide for Partner records retention or storage in compliance with State records retention requirements. State of Nebraska Records Retention Schedules may be viewed on the following link: <https://sos.nebraska.gov/>, under Records Management.
  - u. Ensure Applications and services are accessible to Users running popular, widely available browsers, and are device agnostic or accessible from computers, Mobile Devices, etc., including both iPhone Operating System (iOS) and android operating systems.
  - v. Ensure Applications and services are multi-lingual and support Users who need special features to accommodate certain disabilities, if either or both are required by the Partner.
  - w. Offer Subscriptions for Users who want to frequently access information. Subscription fees will be waived for State Partners, as approved by the NSRB. Other Subscribers will be billed monthly, instead of by transaction. All Subscribers will be required to execute an agreement for Subscription services. Each Subscriber will be entitled to a maximum number of Users per Subscription Fee, as approved by NSRB.
  - x. Provide high-speed electronic batch processing for Subscribers where the processed file can be downloaded at the Subscriber's convenience, as requested or approved by Partners.
  - y. Clearly identify all Portal Fees and make such information readily accessible to Users.
  - z. Provide NSRB approved electronic signature capability to complete functions within Applications and for execution of Partner agreements.
2. Hosting Services
- The Network Manager will:
- a. Host Partner Applications and websites, when requested by the Partners.
  - b. Host in an environment that is reliable, fast and secure.
  - c. Be fully prepared to transition existing Applications and websites (Appendix A and Appendix B) to the Network Manager's host environment, as requested by the NSRB.
  - d. 24 hours per day, seven (7) days per week, provide a host site environment that includes redundant power, fire suppression, climate control, on-site security, and meets all technical requirements specified in this RFP.
  - e. Facilitate OCIO hosting of State Applications and websites developed by Network Manager, when requested by State Partners.
3. Payment Processing and Accounting Services
- The Network Manager will:

- a. Provide merchant and payment processing services consistent with the most current PCI-DSS in effect, including but not limited to, payment card acceptance, authorization, management of refunds, credits, and returns, and provision of PCI-DSS compliant swipe or payment devices.
- b. Integrate with and use the electronic payment processor selected by the State Treasurer and the Department of Administrative Services pursuant to Neb. Rev. Stat. §81-118.01 (State Processor). Manage the administrative systems to support various accounts: billing, accounts receivable, and accounts payable, including online and electronic payment processing capabilities using the State Processor.
- c. Accept and process credit card, debit card and other electronic payment transactions for State and local agencies (as applicable) using the State Processor. The Network Manager and the NSRB will coordinate and cooperate, and the State will cause the State Processor to coordinate and cooperate, to process credit card, debit card and other electronic payment transactions. The Network Manager will process funds collected on behalf of local agencies using the State Processor if requested by the local agencies; if the local agency does not elect to use the State Processor, the Network Manager may use its selected processor to process such funds.
- d. Except as otherwise agreed by the NSRB, deposit all funds collected through the Portal, except local agency funds, directly into a state or national bank selected by the State Treasurer. Local agency funds and any Portal Fee collected as a result of a local agency service offered through the Portal will be deposited in an account selected by the Network Manager.
- e. Process Subscriber services collected through monthly billing which are paid by credit card, debit card and other forms of electronic payment using the State Processor. Such fees may be deposited directly in an account selected by the Network Manager, if agreed by the NSRB. On the 15<sup>th</sup> day of the month, the Network Manager will then deposit in the Records Management Cash Fund by electronic means \$250,000. On the last business day of the month, the Network Manager will deposit in the Records Management Cash Fund by electronic means the total amount of funds payable to the State for (a) Subscriber services and (b) the NSRB share of the Portal Fees for Margin Services rendered in the prior month, less the amount deposited on the 15<sup>th</sup> day of the month. At least seven (7) days prior to the last business day of the month, the Network Manager will provide an itemized statement of all payments to be deposited for that month including a breakdown by service and volume activity and amount of revenue by service (Payment Statement). The Payment Statement must be submitted in Excel or similar format approved by the NSRB,
- f. Pay from the Network Manager's share of the Portal revenue, all card processing fees associated with payments processed by the State Processor, including but not limited to, all Visa, MasterCard, Discover, UnionPay, and debit network authorization and interchange fees, assessments, dues and other fees and charges which are passed to the merchant at cost. The NSRB will request that the State Processor agree to invoice all such fees once per month for all payments processed in the previous month.
- g. Provide Partners with real-time notification of payment failures and reasonable access to the Network Manager's payment system to verify User payments.
- h. Securely maintain account information for each Partner and Subscriber. Assume the risk for collection and transfer all amounts due the State each month regardless of whether collection has been made from the User.
- i. In the event of a chargeback, work with the Partner and the State Processor to process the chargeback on behalf of the NSRB. The NSRB will work with the State Processor to facilitate the State Processor providing the Network Manager reasonable access to all information, online reports and systems in order to process the chargeback. The State Partner will be responsible for the amount of chargeback applicable to the State of Nebraska fees. The local agency will be responsible for the amount of chargeback applicable to the political subdivision fees. The Network Manager will be responsible for the amount of the chargeback applicable to the Network Manager's Portal Fee.
- j. Provide Customer service for payment inquiries. The NSRB will work with the State Processor to facilitate the State Processor providing the Network Manager sufficient information for the Network Manager to efficiently 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 NRB company financial statements and will cosign as a guarantor of performance under the Contract. The parent guaranty shall be an amount equal to two times net revenues received by the Network Manager for its services provided under the new or existing Network Manager contract with the State in the previous 12-month period or \$2,000,000, whichever is greater.

**R. PENALTY**

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

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

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

## VI. SOLICITATION RESPONSE INSTRUCTIONS

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

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

### A. SOLICITATION RESPONSE SUBMISSION

#### 1. CORPORATE OVERVIEW

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

##### a. BIDDER IDENTIFICATION AND INFORMATION

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

##### b. FINANCIAL STATEMENTS

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

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

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

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

##### c. CHANGE OF OWNERSHIP

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

##### d. OFFICE LOCATION

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

##### e. RELATIONSHIPS WITH THE STATE

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

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

If any Party named in the bidder's solicitation response is or was an employee of the State within the past twenty-four (24) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

g.

**CONTRACT PERFORMANCE**

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

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

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

h.

**SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

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

The bidder should address the following:

i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Solicitation. These descriptions should include:

- a) The time period of the project,
- b) The scheduled and actual completion dates,
- c) The bidder's responsibilities,
- d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
- e) Each project description should identify whether the work was performed as the prime Vendor or as a subcontractor. If a bidder performed as the prime Vendor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

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

iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the bidders above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

**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:	Kopius Inc.
ADDRESS:	3055 112th Ave NE, Suite 225 Bellevue WA 98004
PHONE:	2,064,849,690.00
EMAIL:	jdarrin@kopiustech.com
BIDDER NAME & TITLE:	Jim Darrin
SIGNATURE:	<p>DocuSigned by:    <small>6765229F-47124C0...</small></p>
DATE:	10/23/2025

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

NAME:	Robert Carek
TITLE:	VP Client Solutions
PHONE:	2,149,308,720.00
EMAIL:	rcarek@kopiustech.com

NEBRASKA STATE PURCHASING BUREAU

**Kopius**

RFP Response 122777 O5 for Network Manager Services

# Thank You for The Opportunity!

On behalf of Kopius, I would like to extend our sincere appreciation to the State of Nebraska, the State Purchasing Bureau, and the Nebraska State Records Board (NSRB) for the opportunity to respond to RFP No. 122777 O5 for Network Manager Services. We recognize the importance of this **initiative to maintain and enhance the State's online information portal, ensuring continued reliability, accessibility, and innovation for Nebraska's citizens and partners.**

We are particularly enthusiastic about the opportunity to collaborate with the State on advancing the technical infrastructure that supports secure hosting, data integrity, and user experience across all portal services. The scope of work outlined in the RFP—encompassing application development, hosting, payment processing, marketing, and user support—aligns closely with Kopius' **expertise in delivering scalable, cloud-based digital solutions for public sector clients.**

We are grateful for the professionalism and clarity with which this solicitation has been prepared, and we appreciate the structured process led by your office. Our team looks forward to the opportunity to discuss our proposal further and demonstrate how Kopius can contribute meaningfully to the continued success and modernization of the Nebraska.gov portal.

Rob Carek  
VP, Client Solutions – Kopius  
[rcarek@kopius.tech.com](mailto:rcarek@kopius.tech.com)



# Network Manager Services

## Request for Proposal

### Executive Summary

The State of Nebraska has long been a leader in providing citizens, businesses, and government agencies with secure, user-friendly access to public information and online services. Kopius is honored to present **this proposal to serve as the State's trusted Network Manager, responsible for implementing, managing, and advancing the Nebraska.gov Portal in alignment with the Nebraska State Records Board's (NSRB) vision for digital government innovation.**

#### Purpose and Scope

The State seeks a Network Manager capable of delivering a secure, reliable, and scalable infrastructure **that supports 24/7 operations of Nebraska's online information portal. The successful Vendor will provide** the technology, personnel, and expertise to manage hosting, application development, payment processing, partner support, and marketing services, while ensuring compliance with all applicable State of Nebraska statutes, NITC Technical Standards and Guidelines, and industry best practices.

Kopius fully understands that the Network Manager must:

- Maintain a Tier IV-class hosting environment with redundant systems, failover capacity, and continuous monitoring.
- Ensure data integrity and cybersecurity, with VPN-secured communications, annual vulnerability scans, and robust disaster recovery procedures.
- Manage application development and maintenance, ensuring responsive, accessible (WCAG-compliant), and performance-optimized portal services.
- Deliver 24/7 user and partner support, including live help desk, issue resolution tracking, and proactive monitoring.
- Promote portal awareness and adoption through strategic marketing, outreach, and user engagement.
- Provide transparent reporting, governance collaboration, and annual business and financial plans to the NSRB.





# About Kopius

Company Overview

# Kopius at *glance*

We have been chosen by some of the largest and most successful companies in the world including Boeing, Microsoft, Nestle, Providence, Starbucks, and T-Mobile. We hope you will do the same.

We help our clients realize business value by building experience-focused digital products empowered by technology, data & AI.

Utilizing our hybrid near-shore model, we consistently deliver reliable, high-quality solutions that offer exceptional value, all within a cost-effective and predictable pricing structure.



**2017**

Founded in Seattle, WA

**93%**

Client Retention Rate

**600+**

User Research, Design,  
Product, and  
Technology Experts

**370+**

Diverse customers  
across regulated and  
non-regulated clients



## Some of Our clients



# Kopius *company history*

**Kopius US Headquarters**  
3055 112<sup>th</sup> Ave. NE  
Suite 225  
Bellevue, WA 98004  
(206) 494-4339

Kopius, established in 2017, has rapidly grown into a dominant strength in the technology and consulting landscape boasting over 600 dedicated employees, with headquarters in Seattle, Washington, and an additional location in Buenos Aires, Argentina. Kopius was formed from the strategic merger of Valence (founded in 2017), a Seattle-based digital consulting firm, and the Latin American division of Tradehelm (founded in 2008), a Chicago-based technology services enterprise. Both predecessor firms were part of The Acacia Group, specialist investors in digital transformation businesses. Acacia endorsed the formation of Kopius in response to escalating client demand for end-to-end digital consulting capabilities supporting a flexible product development and resourcing approach.

**Kopius 2024 Revenue**

\$65 Million

Kopius helps build customer-led digital products, empowered by technology, data & AI. We are committed to driving customer innovation and harness the power of people, data, and emerging tech. Our end-to-end capabilities span strategy, design, development, and support to elevate businesses to the next level. Our services are threefold: we help launch Digital Products to modernize experiences, Custom Business Applications that streamline workflows, and Data & AI solutions that fuel actionable insights enabling future business moves.

**Kopius Relationship with State**

The inception of Kopius **advances the combined organization's value proposition to** its commercial and public sector clients. Kopius integrates a proficient team from the U.S. and Latin America, equipped to tackle intricate challenges swiftly and efficiently across the spectrum of digital technologies crucial for successful enterprise transformation. Presently, Kopius supports nearly 100 U.S. commercial and public sector clients and has an impressive 96% client retention rate. Earning and keeping the trust of our customers is our top priority, and we hold ourselves to the highest security standards. As such, we consider security to be a core function of our business.



# What we do *Well*

## Data & AI Solutions

### Build data for the future

We help our customers update their enterprise data ecosystems to maximize value captured and to activate the potential to become more valuable. Data transformation from concept to implementation.

- Data & AI ideation workshops
- Data strategy
- Data engineering
- Data & analytics
- AI & ML
- Data security, governance & compliance

## Custom Business Applications

### Enable organizational change

We help our customers get the most from their investments by modernizing system technologies, features, capabilities, and workflows to drive business outcomes from concept to implementation.

- Technology ideation workshops
- Application strategy & design
- Application development
- Support

## Embedded Services

### Empower Innovation with Nearshore Services

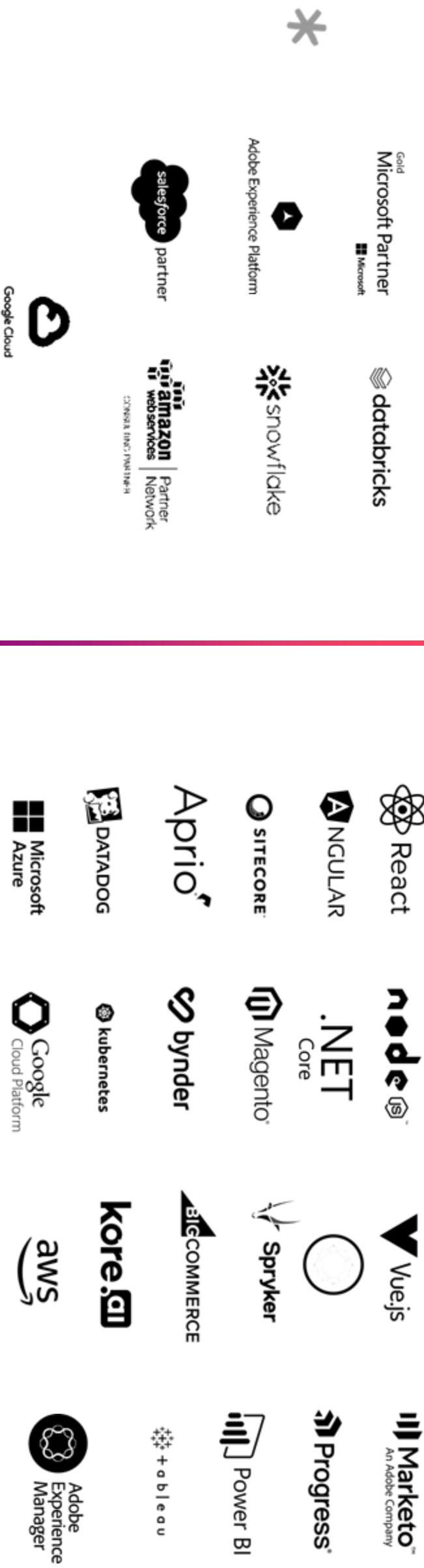
Our flexible, top-tier talent works within your time zone, accelerating projects without overhead.

- Significant Cost Savings
- Accelerated Delivery & Scalability
- Seamless Team Integration
- Unmatched Retention & Scalability
- Nearshore Advantage (LatAm)



# Deeply rooted in technology

## Technology partners



## Technology platforms



Kopius

Methodology

*Experienced and Hyper-Collaborative* | Top-tier, multidisciplinary team of product owners, designers, and engineers



Product Management

Product Vision  
MLP Definition  
Customer Insights



Strategic Design

Ethnographic Research  
Friction Analysis  
Feature Testing



Experience Design

User Experience  
UX Architecture  
UI Design



Digital Marketing & Growth Hacking

Go to Market  
Business Intelligence  
Campaigns



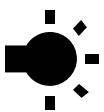
Engineering and Data Science

Solution Architecture  
Feature Delivery  
Monitoring and QA

Proven methodology

US-based teams

Proven experience



# Delivery Approach / Agile Scrum Methodology

Kopius uses Scrum for project delivery, which is an Agile Framework that complements a design-test process and enables iterative and incremental product development. This allows you to get things done at the right time, maximizing the value of what is delivered. Tasks are performed faster and with higher quality by self-organizing teams.

## Decreased Time to Market

Scrum has been proven to deliver value to the end customer 30 to 40 percent faster than traditional methods.

## Increased Return on Investment

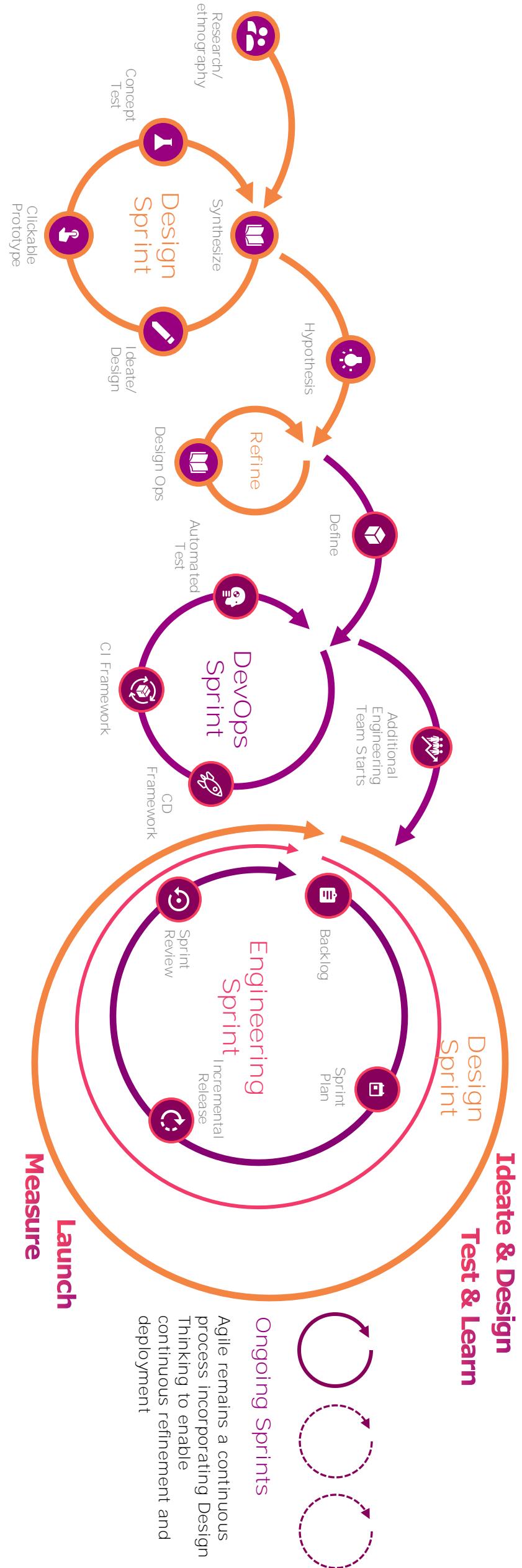
The decrease in time to market is one key reason that Scrum projects realize a higher return on investment (ROI).

## Reduced Risk

Mitigate the risk of absolute project failure (spending large amounts of time and money with no return on investment) by delivering tangible product early for evaluation and scrutiny.



**A User-Centric, Agile Approach** / Solution-focused sprints, rooted in the needs of the user



# Example Communication | Weekly status report

## ACME Health Weekly Status Report - 8/29/2025

Purpose: Review current sprint, priorities, demo, and handle any blocker or issues.

Attendees: John Smith (Product Owner), Sam Walton (Design Director), Derek Jones (Tech Lead), Jamie Owens (Scrum Master)

### Items Inflight for Review:

1. Status of Top Priorities in Sprint
2. Review of ethnography findings and synthesis
3. Demo of ACME Beta App
4. Status of Prioritize Backlog Features/Functionalities
5. New Initiatives- Outstanding Details

### Top Features in Sprint

Project/Jira Item	Priority	Status	Blockers	Status Notes
Find a Provider	1	On Staging awaiting ACME UAT	None	<ul style="list-style-type: none"><li>• Reviewed data mapping and user test results in last meeting. Summary of adjustments and design mods.</li><li>• Kopius will continue to prep development as we wait for the data.</li></ul>
Spinal Surgery Patient Journey	1	On Dev Branch- ready for ACME Review	None	<ul style="list-style-type: none"><li>• Dev link sent to ACME for review.</li><li>• PO having a UAT meeting with leaders from surgery.</li></ul>
Modern CMS Integration	2	Content mapping approved by ACME	Blocked- need approval by Friday	<ul style="list-style-type: none"><li>• ACME reviewing latest user test results and design adjustments to address key issues in user drop offs</li><li>• Sandboxes of 2 CMS options provided to ACME.</li></ul>
Find a Location	3	In Development- on branch (see demo)	Blocked- need API Prod Access	<ul style="list-style-type: none"><li>• Using testing data and API. Need prod links and data.</li></ul>
Schedule Appointment	3	In Development	None	<ul style="list-style-type: none"><li>• In development mirroring user-tested high-fidelity wires</li></ul>
Patient Relations	3	Ethnography sprint	None	<ul style="list-style-type: none"><li>• Interviews scheduled, final review interview guide</li></ul>

# Capability Building/Co-development, training, and upskilling provides full support for planning and definition, and ongoing development



## Collaborative Planning and Definition

Kopius has a proven methodology in collaborative teaming. Kopius will lead the effort for backlog epic development working alongside Program leadership from Contra Costa County Agencies/Departments.

**County team members will "embed" with Kopius** in the same physical and virtual rooms while sharing methodology and working methods.

## Joint Operation and Upskilling

As we work through the first set of epics, the County team will take on increased leadership roles.

Kopius will share methodology playbooks and Ways of Working to upskill new hires/County employees.

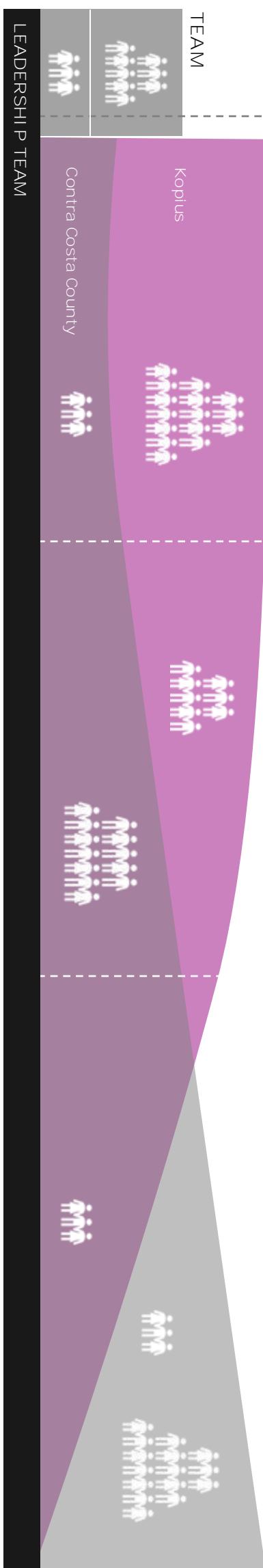
Kopius Talent Acquisition is available to place talent with the County if desired.

## Ongoing Knowledge Transfer

Extensive program documentation along with an e-learning repository will facilitate ongoing learning.

Program leadership will transfer to the County. Kopius will always be available for mentorship, project, and staffing needs.

Ongoing check-ins will ensure the County has continuous access to experts and Kopius services as needed.



# Knowledge management during *onboarding*

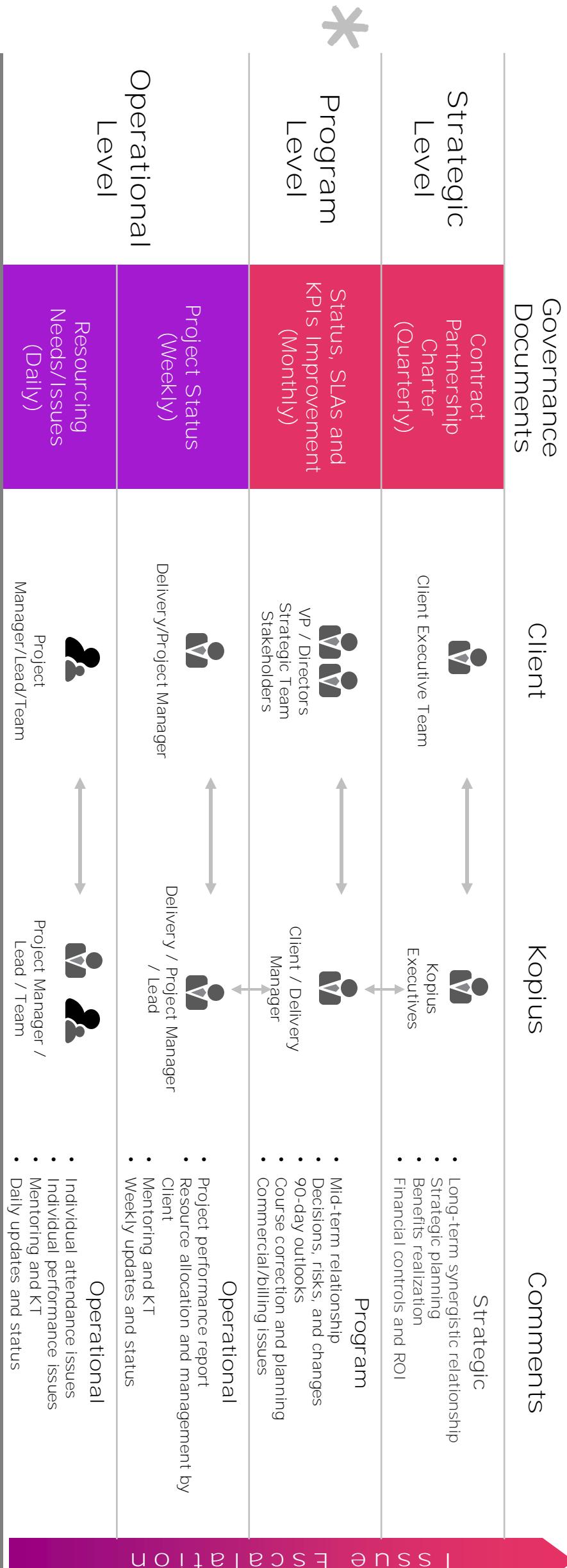
Phase	Due Diligence & Transition Planning	Transition-In	Service Delivery & Improvement
Knowledge Acquisition	<ul style="list-style-type: none"> <li>Ramp-up staff</li> <li>Define communication channels</li> <li>Prepare for knowledge transfer</li> <li>Establish network and application access</li> <li>Set-up office and logistics onsite and offshore</li> <li>Develop transition plan</li> </ul>	<ul style="list-style-type: none"> <li>4 learning phases to acquire knowledge</li> <li>Understand Day-in-a Life Scenarios</li> <li>Cover Customizations and unique processes</li> <li>Learn how systems <b>support Client's business</b></li> <li>Resolve tickets and perform productive work</li> </ul>	<ul style="list-style-type: none"> <li>Review Process Documentation in Detail</li> <li><b>Acclimate to Client's environment</b></li> <li>Train staff on Company DATA and Client environments</li> <li>Delivery procedures, handoffs, and templates</li> <li>Baseline and report service levels</li> <li>Deliverable acceptance</li> </ul>
Activities	<ul style="list-style-type: none"> <li>Detailed transition plan and risk plan</li> <li>Planning / Priorities</li> <li>Agreed-on entry and exit criteria for each phase of transition</li> </ul>	<ul style="list-style-type: none"> <li>Reverse presentation</li> <li>Application Artifacts (Procedure Manual)</li> <li>Ownership Transfer plan</li> <li>Staff training plan</li> </ul>	<ul style="list-style-type: none"> <li>Documented service delivery procedures (Procedure Manual)</li> <li>SLA &amp; Metrics report format</li> <li>Client environment document</li> </ul>
Deliverables			<ul style="list-style-type: none"> <li>Communication plan</li> <li>Risk plans</li> <li>Issue logs</li> <li>Status reports</li> <li>Knowledge management Framework</li> <li>Governance dashboards</li> <li>Support &amp; maintenance services</li> </ul>

# Resource On-Boarding & *Continued Training*

Process Management	Evaluation	Knowledge Management	Recruiting
<p>Standard processes will be defined to manage and monitor execution. A couple of highlighted management processes include:</p> <ul style="list-style-type: none"> <li>• Practice: Hands-on experiences are very important for learning; <b>we'll design course related Lab</b> exercise to help with the hands-on training</li> <li>• Quality control: Unified quality review process will be defined to track the training procedures, including feedback from students about instructors, training materials, periodically survey from business unit. These quality processes will continue to help Kopius to improve the training quality.</li> <li>• Teaching: To provide high quality training, instructors are selected from our established COEs and internal Subject Matter Experts.</li> </ul>	<p>Kopius will establish screening process to ensure the right resources have been chosen and filter for applicable skill sets as well as growth capability. Screening includes personality, communication skills, technical background, and career path development. Evaluation report will be generated. When training is finished, a report regarding the new <b>hire's performance will also be</b> provided. This information will be generated. This information will be provided as background and references for the employees.</p>	<p>Kopius will establish a set of Knowledge Management tools for the market, fresh graduates and existing resource pool of Kopius employees. Kopius has several recruiters and has established channels to find talent effectively and efficiently. On average it takes 3 weeks to find suitable resources when requirements come in.</p>	<p>In general, resources come from three channels – new hired from job market, fresh graduates and existing resource pool of Kopius employees. Kopius has several recruiters and has established channels to find talent effectively and efficiently. On average it takes 3 weeks to find suitable resources when requirements come in.</p>

# Governance Model

Kopius will leverage the existing engagement governance model, which is characterized by regular and open communication on Kopius' overall performance in meeting Client requirements and the performance of individual projects executed by Kopius.



Our engagement governance is driven by accountability – from bottom to top.

# Differentiators on sourcing and retention | The power of Kopius Recruiting & employee growth and support programs

At Kopius, we pride ourselves on providing the right resources to the right project teams while fostering a sense of community and career growth. Highlights of how we achieve success include:

## Recruiting

- ✓ 15-person recruiting team
- ✓ Ongoing pipeline of candidates
- ✓ Employee Referral Bonus Program
- ✓ Constant employee follow-ups

## Benefits

- ✓ Employee Wellness benefits
- ✓ Inclusive DEI support
- ✓ Kopius Cares social responsibility program
- ✓ Culture building
- ✓ Frequent All Hands events

## Training & Support

- ✓ \$500 annually per employee for training
- ✓ Monthly Kopius Co-Learning sessions
- ✓ Clear Career Path plans
- ✓ All-access to management

## Kopius Recruiting by the Numbers

15

Avg number of days to hire

4

Average number of days to present candidates

84%

Accuracy with first candidates presented



# Data Security Compliance & Incident Management Approach

# Data Security Compliance Approach

## Overview

Data security compliance is crucial for any organization collecting and analyzing information digitally. Kopius abides by strict security requirements and has several processes in place to ensure compliance at every level of our company.



## SOC 2 Compliance

Kopius places a strong emphasis on security and compliance to ensure the integrity and confidentiality of its managed services. Our key security requirements are aligned with industry standards to provide robust protection against potential threats. This commitment is publicly communicated on the [Kopius Security and Compliance page](#). Additionally, Kopius can provide a current SOC 2 Type 2 report to demonstrate an independent assessment of our security and compliance controls.

# Security Controls at *Kopius*



## Data Encryption

At Kopius, safeguarding client data is our top priority. To achieve this, we utilize encryption methodologies that align with industry best practices. Both during **data transit and when it's stored, we employ** encryption techniques to make sure that the data remains confidential and is resistant to tampering. By doing this, we can confidently say that even if data is intercepted during transmission, it would be unreadable and secure from potential threats.

## Organizational & Information Security

At Kopius, we prioritize and value the security of our organization and the information we handle. In line with local regulations, we do a thorough check on our new team members. Every year, we all take part in a refresher on security best practices, diving into important topics like keeping our data private and managing passwords. Additionally, our employee workstations have built-in safety to enforce full-disk encryption, strong passwords, and automatic locking.

## Multi-Factor Authentication (MFA)

To further bolster data access security, Kopius has adopted multi-factor authentication across all production systems. By employing this layered security approach, we can ensure that sensitive data remains accessible only to verified individuals, thereby substantially reducing the chances of unauthorized access.

## Vulnerability Management

At Kopius, we believe in proactive defense. Our routine vulnerability assessments, which are systematically scheduled, help us spot and fix potential weaknesses in our infrastructure. Our trained infrastructure and support team is continuously reviewing the findings of those assessments to ensure vulnerabilities are remediated in a timely manner.

# Incident Management *Approach*

While we always aim for smooth operations, we're also prepared for the unexpected. If a security incident occurs, our trained Incident Response Team (IRT) immediately steps in. They're skilled at quickly identifying, isolating, and mitigating threats to ensure minimal disruption. Regular training ensures that IRT can adapt and respond efficiently to emerging security scenarios.

## Backup & Recovery

Understanding the importance of data integrity and business continuity, Kopius maintains regular backups in geographically dispersed locations. Should any unforeseen data issue arise, our recovery processes are robust and poised to restore data integrity swiftly. We encourage our clients to discuss their specific data resilience needs with their Project Lead.

Additionally, Kopius has a documented Disaster Recovery (DR) plan that outlines the procedures for responding to and recovering from disasters and outages. The plan includes detailed steps for data recovery, system restoration, and communication protocols.

## Client Data Handling Protocol

Trust is the foundation of our client relationships. Kopius has stringent data handling and retention protocols in place. Client data is always treated with the utmost respect and is only utilized for agreed-upon purposes. Once our contractual commitments are met, we ensure data is either safely returned or deleted, maintaining client trust.

## Dedicated Compliance Team

Navigating the global compliance landscape requires expertise, and Kopius is proud to have a specialized team for just that. They ensure we don't just meet but often surpass regulatory benchmarks. Given the ever-changing regulatory environment, this team stays on their toes, regularly training staff, updating them on essential changes, and interacting with regulatory entities. Their forward-thinking approach and dedication make sure that Kopius is always in line with compliance standards, solidifying our reputation as a trusted and compliant business partner.



# Our Work

Our partnerships in action.

# HSF



Case Study

INFORMATION

## Financial Platform Modernization

Optimizing performance and user experience

SERVICE

- Custom Business Applications

CAPABILITIES

- UX Design
- Systems Architect
- Engineering
- Dev Ops

TECHNOLOGIES

- AWS

\* koplus



## Challenge



Hispanic Scholarship Fund (HSF) was moving their existing Financial Portal platform from Liferay to their newly upgraded Prosper 4.0 technology platform.

**The Financial Portal was HSF's** accounting system used by scholars, institutions, and HSF staff to evaluate financial need and disburse funds for scholars to their universities.

Transacting over \$500M in scholarships to more than 65,000 Scholars, with major donations, standing partnerships, and elected scholars in the queue, HSF needed a partner to seamlessly transition their accounting systems with no business disruptions.

## Solution



Kopius first analyzed **HSF's existing** Financial Portal system, created designs using Figma, and optimized the existing workflows on **HSF's new** technology stack (AWS).

Next, Kopius conducted user research to further streamline the Financial Portal workflows and forms based on HSF user feedback.

Kopius then built the updated system and defined a continuous delivery model for deployment.

The Kopius **Team's continuous delivery** model ensured there was no discontinuation or issues with providing funding to scholars.

## Result



Kopius improved the Financial platform and user performance by optimizing system and user workflows, standardizing terms, clarifying platform calculations, and enhancing the user experience for its approximate 2000 scholars, 600 university staff members, and 15 HSF staff platform users.



Case Study

# User-centric enterprise application development

Optimizing college recruiting for athletes.

SERVICE

- Digital Products

CAPABILITIES

- Experience Strategy & Design
- UI/UX

**\* kopius**

## Challenge

ASM Sports Group is a leading, global sport scholarship agency, which helps student athletes and their families navigate the college recruitment process and directly connects them with U.S. university coaches offering sport scholarships.



## Solution

Kopius designed a user experience that optimizes the ASM interface for students, coaches, and internal administrators. Kopius conducted focus groups with up to 8 users and addressed three focus areas: general background, best in breed preferences, and scholarship process.



Then, Kopius developed a user feedback survey with questions that mirrored those in the interviews. The surveys were distributed to a broader user group and collected quantitative feedback to compliment the qualitative insights from the interviews. We then analyzed themes that emerged from the interviews and surveys to create persona groups that became the foundation for coach, student athlete, and recruiter personas.



## Results

The solution helped the client easily create complex data processing workloads that are fault tolerant, repeatable, and highly available. It allows resource availability, managing inter-task dependencies, retrying transient failures or timeouts in individual tasks, or creating a failure notification system. Using the cloud, it also allows the client to move and process data that was previously locked up in on-premises data silos.





“

Working with the UX team at Kopius has helped us to better understand our users, shaped our strategy, and provided guidance that will benefit our business for the long-term. We have found Kopius to be creative, responsive, and committed to delivering an excellent experience. We are excited to continue this process in collaboration with Kopius.

CHRIS VIDAL  
CEO  
ASM SPORTS GROUP



## Case Study

# Digital front door

Achieving over \$4.1M in new patient revenue, while putting the patient experience first.

### SERVICE

- Digital Products

### CAPABILITIES

- Experience Strategy & Design, UI/UX
- Content Strategy
- Data & Analytics
- Product Development

### TECHNOLOGIES

- Microsoft Azure

## Challenge

TMC Health needed to modernize their patient experience by offering an easy-to-use digital method of navigating their healthcare journey.

The existing digital infrastructure (i.e. CMS, storage, analytics, etc.) was insufficient for delivering the intuitive user experience Tucson Medical Center patients required.

Kopius was brought in to design and develop a true, modern digital front-end experience for TMC **Health's patients and the Southern Arizona community.**

## Solution



Kopius designed and developed a modern digital experience using Azure as the back-end and front-end as a way to unify data across several disconnected sources. This allowed leveraging of modern analytics tools and new technologies to enhance data analysis and the user experience.

The new Digital Front Door experience Kopius built has allowed TMC Health patients to intuitively access their healthcare needs by **being no more than “two clicks away” from their destination.**

Here's what it has already done for TMC Health:

- Phone calls are down 7%
- MyChart registration is up 6-8%
- Appointments scheduled in MyChart are up 10-12%
- New patient revenue of \$4.1M in the first 12 months of going live

## Results





“Our partnership with Kopius on our Digital Front Door has resulted in a steady growth of MyChart registrations. Working with the Kopius team couldn’t have been easier.”

DR. JOSH LEE  
CHIEF INFORMATION & HEALTH OFFICER  
TMC HEALTH



## Case Study

# Generative AI Virtual Concierge For Minneapolis-Saint Paul Intl Airport

Increasing airport passenger satisfaction with intelligent wayfinding assistant

## SERVICE

- Custom Business Application
- Data & AI
- Virtual Concierge

## CAPABILITIES

- Experience Strategy & Design
- UI/UX
- Cloud Engineering
- Web App Development

## TECHNOLOGIES

- Azure AI Foundry
- Open AI
- React JS

**\* kopi.us**

## Challenge

## Solution

## Results



The Metropolitan Airports Commission was looking for innovative ways to leverage AI to increase passenger satisfaction at Minneapolis—Saint Paul Airport (MSP). For connecting passengers specifically, MAC believed there was an opportunity to ease passenger fears about missing their flight while boosting revenue **at the airport's restaurants, shops, and lounges.**

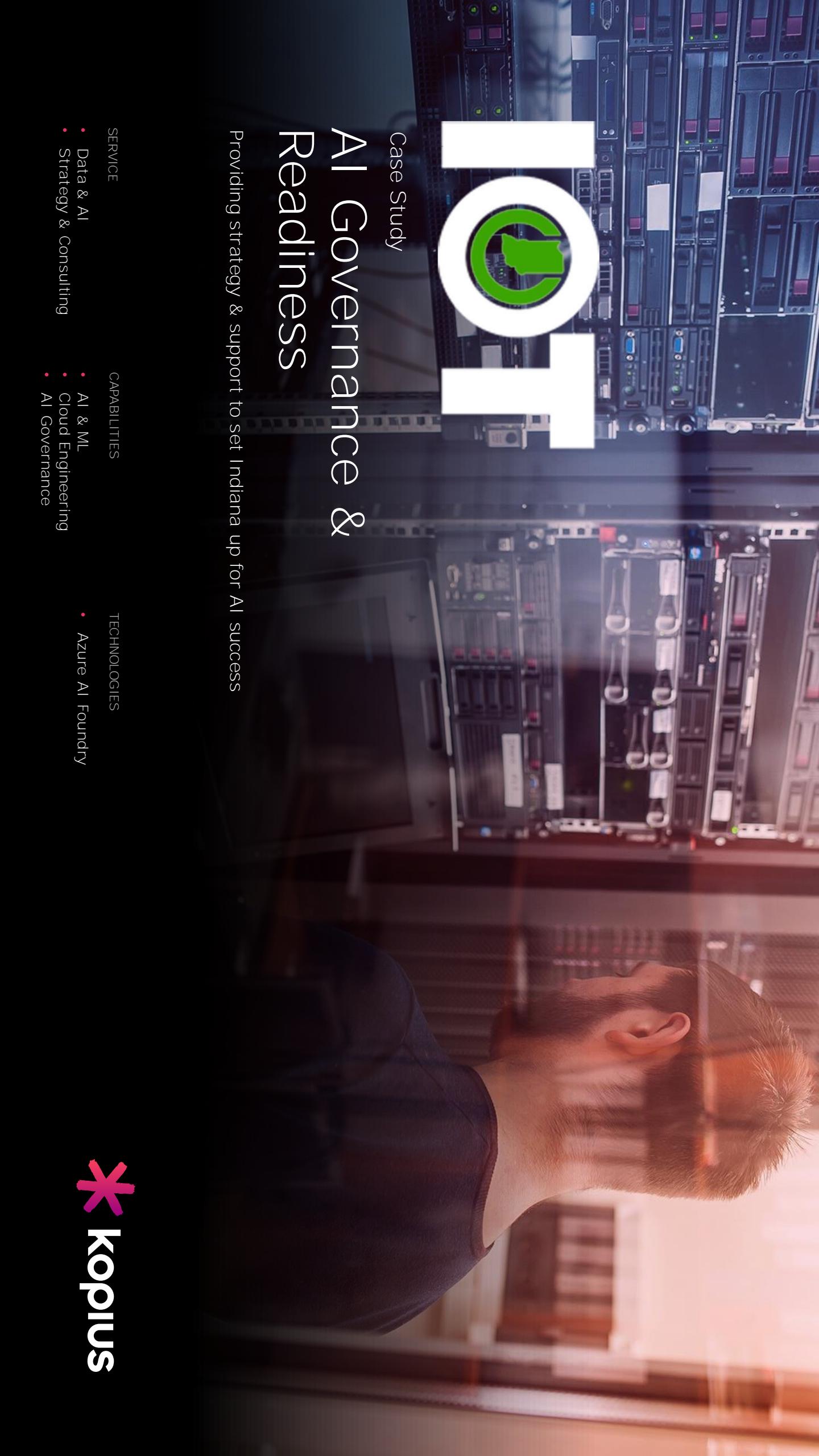
Kopius leveraged their Generative AI-powered Virtual Concierge solution to create a pilot conversational wayfinding assistant that personalizes the connecting passenger experience

With the Virtual Concierge, connecting passengers have real-time information at their fingertips about flight time, gate locations, layover time, and contextualized suggestions about where to eat, shop, and rest in between. Once a passenger has personalized their layover itinerary, the Virtual Concierge provides step-by-step instructions on how to navigate the terminal for a seamless travel experience.

After a successful Virtual Concierge Pilot, the Metropolitan Airports Commission is continuing to investigate Generative AI solutions for their organization.

Plans are being curated for a Phase 2 of the Virtual Concierge to enable features tailored for prospective, originating, and departing passengers.

With the Virtual Concierge, connecting passengers have real-time information at their fingertips about flight time, gate locations, layover time, and contextualized suggestions about where to eat, shop, and rest in between. Once a passenger has personalized their layover itinerary, the Virtual Concierge provides step-by-step instructions on how to navigate the terminal for a seamless travel experience.

- 
- SERVICE
- Data & AI
  - Strategy & Consulting
- CAPABILITIES
- AI & ML
  - Cloud Engineering
  - AI Governance
- TECHNOLOGIES
- Azure AI Foundry

# Case Study

# AI Governance & Readiness

Providing strategy & support to set Indiana up for AI success

**\* kopiUS**

## Challenge

The Indiana Office of Technology (IOT) wanted to enable the use of AI services for its supported agencies and setup those services in accordance with governance, best practices, and in support of desired use cases already identified by the agencies.



## Solution



## Results



**Kopius's evaluation of IOT's cloud environment** included stakeholder sessions to identify and configure the necessary AI and machine learning services. A reference architecture with best practices was developed, outlining recommended Azure AI, App, and Data services to guide deployment. The identified services were then established in

**IOT's Azure Commercial AI Foundry** tenant, enabling agencies to leverage tools like AI Studio, Video Indexer, and Azure Search, with detailed deployment documentation provided.

Additionally, Azure AI Learning Paths and engagement options were created to help IT stakeholders adopt Azure AI development in a self-service model.

The Indiana Office of Technology was very pleased to get their Azure AI Foundry environment setup with their approved security and governance best practices.

This process has given their employees the ability to test out AI functionality for their agencies and have an informed view on which features and functionality are best suited to solve their business challenges.



Case Study

# Seattle Public Utilities

## AI for identifying coding inaccuracies of pipeline inspections

Uncovering operator training opportunities to increase efficiency

### SERVICE

- Custom Business Applications
- Data & AI

### CAPABILITIES

- AI & ML
- Cloud Engineering
- Dashboard Visualization
- Agentic AI
- UX Research

### TECHNOLOGIES

- Azure AI Foundry
- Open AI
- Power BI

**\* kopi.us**

## Challenge

## Solution

## Results

Seattle Public Utilities CCTV Operators have inconsistencies with their PACP (Pipeline Assessment Certification Program) coding practices. PACP coding inaccuracies can significantly affect the decision-making process for pipeline maintenance and rehabilitation. These inaccuracies have the potential to lead to costly repairs, missed critical interventions, or unnecessary maintenance.

Utilizing Azure AI, Kopius developed an AI system to compare PACP codes generated by operators during CCTV inspection of pipes with those produced by **SPU's benchmark system**.

To visualize the difference between operator performance and benchmark standards, Kopius produced a Power BI dashboard

that highlights the discrepancies to help operators and leadership alike understand where training intervention can make the biggest impact.

To improve training, Kopius developed an Azure AI Agent on top of the digital benchmark system manual that allows users to ask questions and rapidly receive relevant responses to enhance PACP coding education.





# References

# Past Government or Public-Sector *References*



Indiana Office of  
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Thank you!



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**Attachment A**

**Forms**

**Request for Proposal Number 122777 O5**

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

Form A.1 Requirements Traceability Matrix

Form A.2 Service Matrix

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

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

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

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

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

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

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<b>Part V. Section A. Project Overview</b>					
RTM 1	Bidder must describe bidder's understanding of and plans to fulfill the purpose of the Portal, as identified in the RFP.	X		X	
Bidder's Response:					
<p>Kopius understands that the Nebraska.gov Portal is the Nebraska's primary digital gateway for residents, businesses, and government entities to securely access online information and conduct electronic transactions. The Portal's purpose is to improve service accessibility, promote transparency, and enhance efficiency across all levels of government.</p> <p>Kopius is working with Microsoft to secure \$1.1M in funding to host the Portal on Microsoft Azure Government Cloud. We will manage, enhance, and expand the Portal with Microsoft Azure Government Cloud's secure hosting platform, ensuring continuous uptime, cybersecurity resilience, and scalability. Kopius' comprehensive management approach includes:</p> <ul style="list-style-type: none"> <li>• 24/7 proactive monitoring and operations oversight.</li> <li>• Multi-region redundancy and automated failover for high availability.</li> <li>• Alignment with NITC and State security and accessibility standards.</li> <li>• Agile project management for continuous improvement and service innovation.</li> </ul> <p>This approach ensures the Portal continues to serve as a secure, accessible, and future-ready digital resource for Nebraska's residents and partners.</p>					
<b>Part V. Section B. Legal Authority and the Nebraska State Records Board</b>					
RTM 2	Bidder must describe bidder's understanding of the role of the Nebraska State Records Board, and bidder's plan to operate the Portal within the oversight of the NSRB.	X			

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
Bidder's Response:					
Kopius recognizes the statutory authority and oversight role of the Nebraska State Records Board (NSRB) as established under the Nebraska Records Management Act (Neb. Rev. Stat. §§84-1201 to 84-1227). The NRB's responsibilities include approving Portal projects, fees, contracts, and business plans, as well as monitoring the performance of the Network Manager.					
Kopius will operate within this framework by:					
	<ul style="list-style-type: none"> <li>Submitting annual business and financial plans for NRB review and approval.</li> <li>Seeking approval for all new services and fee structures.</li> <li>Providing detailed quarterly and annual reports on operations, performance, and fiscal outcomes.</li> <li>Ensuring transparency and accountability through consistent communication with NRB committees.</li> </ul>				
Kopius' Program Manager will serve as the principal liaison to the NRB, ensuring compliance, collaboration, and responsiveness to all Board directives.					
<b>Part V. Section C. Current Portal Operations and Environment</b>					
RTM 3	Bidder must describe bidder's understanding of the Current Portal Operations and Environment, and bidder's plan to operate the Portal within such environment.	X		X	

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
Bidder's Response:					
Kopius understands that the current Nebraska.gov Portal operates as an integrated ecosystem supporting multiple applications, payment gateways, and partner services under a self-funded model.					
To ensure continuity and modernization, Kopius will:					
	<ul style="list-style-type: none"> <li>Conduct a comprehensive technical and operational assessment to document current services, integrations, and workflows.</li> <li>Develop and execute on software engineering project plans for developing new versions (as required) of any application services based on a priority plan curated together with NSRB oversight.</li> <li>Transition hosting and applications to Microsoft Azure Government or Commercial Cloud using secure, tested migration procedures.</li> <li>Maintain uninterrupted operations through parallel environments and controlled cutover.</li> <li>Implement robust monitoring, automated alerting, and version control systems.</li> </ul>				
This plan ensures a seamless transition from the incumbent Network Manager, preserving service continuity while preparing for modernization and future scalability.					
<b>Part V. Section E. Scope of Work</b>					
RTM 4	<p><b>1. Application and Website Services:</b> Bidder must describe bidder's experience and plan to provide the Application and Website Services identified in the RFP, with emphasis on the following:</p> <ul style="list-style-type: none"> <li>Developing and maintaining applications and websites which provide electronic access to public records and electronic information for citizens, businesses, and state and local government as described in the RFP.</li> <li>Growing the Portal and meeting the application and website development needs of State and local government Partners, using a variety of programming languages or platforms (and identify the programming languages and platforms).</li> <li>Project planning and management procedures, taking into consideration the NSRB may establish guidelines and procedures for selection and prioritization of projects, and</li> </ul>	X		X	
		X		X	
		X		X	
		X		X	

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	the prioritization and timeline for completion of project is subject to approval of the NSRB.				
	<ul style="list-style-type: none"> <li>Integrating with existing data sources and a description of any data management systems used by bidder.</li> </ul>	X		X	
	<ul style="list-style-type: none"> <li>Providing a user-friendly, accessible Portal experience for Customers.</li> </ul>	X		X	
	<ul style="list-style-type: none"> <li>Bidder's anticipated timeline for bidder to redevelop or transition all Portal websites and Applications from the existing Network Manager to bidder.</li> </ul>	X			
	<ul style="list-style-type: none"> <li>Following transition (from current Network Manager), operating, and maintaining Portal websites and Applications identified in Appendix A and Appendix B.</li> </ul>	X			

Bidder Response:

Kopius has extensive experience designing and maintaining both enterprise and government applications and websites that provide secure access to records and online services. Our Application and Website Services plan address all requirements under RFP Section V.E:

1. Development & Maintenance: Kopius will employ modern technologies such as .NET, React, Angular, and Python for efficient, maintainable, and secure applications.
2. Hosting Integration: All applications will be hosted on Microsoft Azure Commercial Cloud, leveraging Government Cloud when needed, enabling auto-scaling, monitoring, and compliance with FedRAMP High and SOC 2 standards as appropriate.
3. Portal Growth: New applications will be developed through a shared API framework that promotes reuse and interoperability.
4. Project Management: Kopius will leverage Agile methodologies for this work with project prioritization aligned to NSRB approval.
5. User Experience & Accessibility: All Portal services will be WCAG 2.1AA-compliant, ensuring equitable access for all users aligning with **28 CFR Part 35 Subpart H** and **NITC 2-101 (July 11, 2025)**. Responsive design will be prioritized to ensure Portal access is easily available on a wide variety of device types.
6. Data Management: Integration with existing State systems will be achieved through secure RESTful APIs and structured ETL processes.
7. Transition Timeline: Kopius anticipates completing full Portal transition and validation within 1 year.

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
This approach combines modern engineering practices with State-compliant governance to deliver a reliable, secure, and scalable Portal ecosystem.					
RTM 5	<p><b>2. Hosting Services</b> Bidder must describe bidder's experience and plan to provide application and website hosting services as identified in the RFP with emphasis on the following:</p> <ul style="list-style-type: none"> <li>• Bidder's plan to provide hosting services, 24 hours a day, 7 days a week, in a reliable, fast, and secure environment with redundant power, fire suppression, climate control, on-site security.</li> <li>• Bidder's plan to facilitate OCIO hosting of applications and websites developed by bidder, if requested by the State.</li> <li>• Bidder's experience with and plan to meet the technical requirements for a hosting environment, as identified in Part V. Section K. Technical Overview of the RFP.</li> </ul>	X		X	
		X		X	
		X		X	
		x		X	
<p><b>Bidder Response:</b> Kopius will provide 24x7x365 hosting services leveraging Microsoft Azure Commercial and Government Cloud (which offers a FedRAMP High, SOC 2 Type II, and CJIS-compliant) infrastructure. Azure provides the redundant, secure data center environment, while Kopius manages the application hosting layer, monitoring, and maintenance.</p> <p>Our hosting plan includes:</p> <ul style="list-style-type: none"> <li>• High-Availability Environment: Azure's multi-region data centers ensure redundancy for power, fire suppression, and climate control.</li> <li>• Scalability: Dynamic resource allocation allows performance optimization during high-demand periods.</li> <li>• Security: All hosting adheres to State of Nebraska and NITC Technical Standards, with continuous vulnerability scanning, SIEM monitoring, and encryption in transit and at rest.</li> <li>• Failover &amp; Recovery: Geographic replication between Azure regions ensures disaster recovery within defined RTO/RPO thresholds.</li> <li>• OCIO Hosting Flexibility: If the State elects to host applications within the OCIO environment, Kopius will provide containerized deployment packages compatible with the State's cloud and virtualization standards.</li> <li>• Operational Oversight: Kopius retains full responsibility for infrastructure monitoring, incident response, and compliance documentation.</li> </ul>					

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

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<ul style="list-style-type: none"> <li>Bidder must describe technical requirements of bidder's system or processes which identify and prevent fraudulent payment transactions and reimbursement requests.</li> </ul>	X		X	

Bidder Response:

Kopius will integrate and manage payment processing through a State-approved third-party vendor (such as Elavon, Fiserv, or another processor designated by the Nebraska State Treasurer and the Department of Administrative Services). Kopius will ensure full PCI-DSS v4.0 compliance and maintain end-to-end oversight of payment operations.

Key elements include:

- Third-Party Integration: Secure APIs and tokenized payment gateways will link Portal applications to the designated payment processor for seamless transactions.
- Deposits and Reconciliation: State funds will be deposited directly into the Treasurer's selected bank; local government transactions will be routed accordingly.
- Risk and Chargeback Management: Kopius will coordinate chargeback resolution with the State Processor and Partners, following RFP provisions.
- Accounting & Reporting: Kopius' accounting framework, built on Sage Intacct and QuickBooks Enterprise Cloud, supports GAAP standards and automated reconciliation. Financial projections, amortized costs, and audit records will be maintained per NSRB and State audit requirements.
- Fraud Detection: Real-time fraud analytics, velocity checks, and machine-learning scoring models (integrated through the processor's fraud prevention tools) will safeguard payment integrity.
- Transparency: Kopius will provide detailed monthly transaction summaries and quarterly fiscal performance reports to the NSRB.

This arrangement satisfies the RFP's requirement that the Network Manager integrate with the State's selected processor, while maintaining Kopius' responsibility for operational security, accounting accuracy, and compliance oversight.

RTM 7	<b>4. Marketing and Promotion of Portal Services:</b> Bidder must describe bidder's experience and plan for providing Marketing and Promotion of Portal services as identified in the RFP, including promotion of services to Partners and promotion of Partner's services to the public.	X			
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Bidder Response:

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
Kopius will implement a data-driven marketing program to promote Portal adoption and partner participation. Our strategy includes:					
<ul style="list-style-type: none"> <li>Market Assessment: Analyze user demographics and service-usage trends to identify under-served audiences and new digital-service opportunities.</li> <li>Partner Engagement: Work directly with State and local agencies to publicize new services, develop communications toolkits, and align messaging with State branding standards.</li> <li>Dedicated Resource: Assign a full-time Marketing Manager responsible for campaign execution and reporting to the NSRB.</li> <li>Public Outreach: Leverage Nebraska.gov, social media, earned media, and targeted digital advertising to highlight new applications and features.</li> <li>Performance Measurement: Track engagement metrics (traffic growth, conversion rates, user retention) and present quarterly reports to the NSRB.</li> </ul>					
Through coordinated promotion, Kopius will expand awareness and utilization of the Portal's services while maintaining a professional, State-approved public image.					
RTM 8	<b>5. User and Partner Support.</b> Bidder must describe bidder's experience and plan for providing User and Partner Support as identified in the RFP.	X			
<p><b>Bidder Response:</b>  Kopius will deliver comprehensive 24 x 7 x 365 User and Partner Support that is consistent with the RFP's specifications. Key features include:</p> <ul style="list-style-type: none"> <li>Help Desk Operations: U.S.-based staff providing live chat support 8 AM–6 PM CT, with after-hours online help and escalation coverage.</li> <li>Multi-Channel Access: Email, live chat, and self-service knowledge base integrated via ServiceNow ITSM.</li> <li>Issue Tracking &amp; Reporting: All contacts logged with unique ticket IDs, SLA targets, and resolution metrics for NSRB review.</li> <li>Partner Engagement: Regular meetings with agency Partners to review projects, identify training needs, and discuss new services.</li> <li>Feedback &amp; Surveys: Quarterly User and Partner satisfaction surveys with results shared with NSRB to guide continuous improvement.</li> <li>Training &amp; Documentation: On-site and virtual training with instructional materials for Portal administration and user guidance.</li> </ul> <p>Kopius' support program ensures timely resolution, transparency, and customer satisfaction across all Portal services.</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
RTM 9	<b>6. Other.</b> Bidder must describe bidder's experience and plan for providing the "Other" services as identified in the RFP.	X			

Bidder Response:

Kopius will perform all "Other" services identified in Part V Section E of the RFP, including:

- Regulatory and Administrative Support: Attend all open NTSB meetings and prepare necessary EGSLAs and Partner agreements using NTSB-approved templates with electronic signature integration.
- Records Management: Maintain complete financial and operational records in State-approved formats for audit and retention.
- Data and Compliance Support: Assist Partners with third-party access agreements and data-sharing arrangements while ensuring privacy compliance.
- Continuous Improvement: Analyze operational data to recommend efficiency and service enhancements to the NTSB.

This ensures Kopius provides complete contractual support across technical, administrative, and governance domains.

#### Part V. Section F. Staffing Requirements

RTM 10	<p>Bidder must describe bidder's plan to meet all Staffing Requirements identified in the RFP and perform all work in the United States. Bidder must also include the following:</p> <ul style="list-style-type: none"> <li>• An organization chart of the proposed staffing with minimum staff levels by position.</li> <li>• A staffing plan to meet all service requirements contained in the RFP, broken down by position/skill level, required for the initial Contract Period.</li> <li>• A staff skills matrix to summarize relevant experience of the proposed staff to include both bidder and subcontractor personnel.</li> <li>• A plan to ensure staff can accommodate new technologies throughout the term of the Contract.</li> <li>• Bidder's employment background check process for all staff and subcontractors.</li> </ul>			
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Bidder Response:

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<p>Kopius will meet all staffing requirements as outlined in Section V.F of the RFP. All work will be performed within the United States. While much of the team will be working on this remotely within various locations in the United States, we'll hire personnel in or near Lincoln, Nebraska for key roles, such as the Program Manager, to ensure they are able to participate in local meetings with NSRB as needed. We'll also plan to have remote personnel travel to Lincoln, Nebraska as needed to support Portal project needs.</p> <ul style="list-style-type: none"> <li>Organization Chart &amp; Staffing Plan: Key roles include Program Manager, Project Manager, Solution Architect, Full Stack Developers, System Administrators, Marketing Manager, and Support. Minimum staffing levels will scale with Portal demand under NSRB oversight. With Kopius' robust (19 person) recruiting team, we have confidence that we can scale staff up and down as necessary to support all operations and project needs.</li> <li>Skills Matrix: Kopius maintains Advanced Specialization in Azure technologies, and personnel possess certifications such as Azure Certified Solutions Architect, CISSP, PMP, CSM and ITIL v4.</li> <li>Technology Adaptability: Continuous training program in emerging technologies (AI assistants, cloud microservices, cybersecurity updates) ensures sustainability throughout the contract term.</li> <li>Background Checks: Kopius performs comprehensive employment and criminal screenings including federal records, education verification, E-Verify, and sex-offender searches, as mandated by the RFP. We leverage HireRight as our background check service and will ensure all specific State requirements are included in the screening plan.</li> </ul>					
<p>Kopius maintains a stable, U.S.-based team fully qualified to deliver Portal operations and growth services in compliance with State requirements.</p>					
<p><b>Part V. Section G. Business Plan</b></p>					
RTM 11	Bidder must describe bidder's understanding of and plan to fulfill the Business Plan requirements identified in the RFP and include an outline of sections to be included in the Business Plan.	X			
<p><b>Bidder Response:</b> Kopius understands that a comprehensive annual Business Plan must be submitted within 90 days of contract start and each subsequent year for NSRB approval</p> <p>Our plan includes:</p> <ol style="list-style-type: none"> <li>1. Existing Services: Status summaries and project management metrics for current applications.</li> <li>2. Marketing Plan: Annual strategy to increase Portal awareness and partner engagement.</li> <li>3. User and Partner Support Plan: Operational goals, KPIs, and training initiatives.</li> <li>4. Feedback and Innovation: User feedback mechanisms and proposed efficiency enhancements.</li> </ol>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	5. Portal Expansion: Roadmap for new services and technologies. 6. Self-Funding Model: Balanced financial projection of revenue and non-revenue services. 7. Staffing Plan: Updated organization chart and skills matrix. 8. Finance & Accounting: Projected revenues, expenses, and amortized costs of operations. 9. Version Control Plan: Approach for maintaining currency of hardware, software, and payment systems.				
This structured Business Plan ensures ongoing compliance, strategic alignment, and fiscal transparency throughout the contract term.					
<b>Part V. Section H. Reporting Requirements</b>					
RTM 12	Bidder must describe bidder's understanding of and plan to fulfill the Reporting requirements identified in the RFP.	X			
Bidder Response: Kopius understands the State's reporting expectations outlined in Section V.H of the RFP. We will provide accurate, timely, and transparent reports to the Nebraska State Records Board (NSRB) as part of our commitment to operational accountability and continuous improvement					
Reporting Framework:					
<ul style="list-style-type: none"> <li>• Bi-weekly Project Status Reports including project name, category, start and completion dates, and progress metrics.</li> <li>• Online Project Dashboard maintained at least bi-weekly, displaying project statuses consistent with NSRB's NITC standards.</li> <li>• Monthly Financial Statements summarizing transaction activity, Partner revenue distribution, and margin calculations.</li> <li>• Partner Itemized Statements detailing service activity, transaction counts, and revenue shares in Excel format.</li> <li>• Quarterly Portal Operations Reports covering uptime metrics, system incidents, user support statistics, and application performance.</li> <li>• Annual Performance and Compliance Report summarizing operations, fiscal performance, and audit results.</li> <li>• Special Reports: Disaster recovery tests, vulnerability scans, survey data, and Portal performance analytics, provided upon NSRB request.</li> </ul>					
All reports will be reviewed by Kopius' Nebraska-based Contract Manager prior to submission to ensure completeness, accuracy, and alignment with NSRB standards.					
<b>Part V. Section I. Network Manager Remuneration</b>					
RTM 13	Bidder must describe bidder's understanding of and plan to operate within the Current Funding Model identified in Section V. Paragraph D of the RFP, with emphasis on the following:	X			

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<ul style="list-style-type: none"> <li>Bidder receiving eighty percent (80%) of Margin Services and the NSRB receiving twenty percent (20%) of Margin Services.</li> <li>Subscription fees continuing at \$100.00.</li> </ul>	X			
	<ul style="list-style-type: none"> <li>Bidder's anticipated expense projections for operating the Portal, including all overhead and direct project costs</li> </ul>	X			
	<ul style="list-style-type: none"> <li>Bidder's plan for operating within the Self-funding Model, including how bidder will balance revenue generation and non-revenue generating services.</li> </ul>	X			

Bidder Response:

Kopius acknowledges and will operate under the Current Financing Model established in RFP Section V.I. This self-funded structure ensures that no State funds are required for Portal operation unless additional custom projects are desired by the NSRB, in which case we'd charge time and materials from the rate card at the end of this document. Kopius anticipates that we'll require ~\$3.5M per year to cover operation of the portal (inclusive of Azure Cloud costs).

Additionally, Kopius is working with Microsoft to obtain \$1.1 million in funding (and potentially additional investment as warranted) to support the setup of Azure hosting services and the development of the online platform that we plan to leverage for this engagement. This approach ensures both cost-efficiency for the State and access to robust, scalable hosting infrastructure for Portal users. We are pleased to report that Microsoft has secured commitment from their Investment desk that upon Award of the RFP to Kopius, an Award Letter will be sent as part of the contract finalization. Pending final Statement of Work development, this enables Kopius to:

Funding Model Compliance:

- Kopius will fund all infrastructure, software, and personnel costs up front.
- Remuneration will consist of:
  - 80% of Margin Service Portal Fees, with 20% remitted to the NSRB.
  - Subscription Fees at \$100.00 per user (as set by the NSRB).
  - Time and Materials fees for NSRB-approved custom projects.
  - Non-Margin and Grant Funding when authorized by the NSRB.

Financial Management:

- Comprehensive accounting system ensuring full GAAP compliance.

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<ul style="list-style-type: none"> <li>Quarterly reporting of revenue, expenses, and distribution.</li> </ul> <p>Kopius' fiscal plan ensures sustainable, auditable operations and protects State interests through transparent fund management.</p>				
<b>Part V. Section J. Regulation of Portal Fees by the NSRB</b>					
RTM 14	Bidder must describe bidder's understanding of and plan to operate within the Regulation of Portal Fees identified in the RFP.	X			
Bidder Response:					
Kopius recognizes and will comply fully with the NSRB's statutory authority to approve, regulate, and modify all Portal Fees as defined in Section V.J. of the RFP.					
Compliance Plan:					
<ul style="list-style-type: none"> <li>All proposed fees for new or updated services will be submitted to the NSRB for review and approval before implementation.</li> <li>Fee structures will clearly separate Margin Services (revenue-generating) from Non-Margin Services (public or informational).</li> <li>Detailed justifications, including cost recovery analysis and transaction volume projections, will accompany each proposal.</li> <li>Fee changes will not take effect until written approval is received from the NSRB.</li> <li>Kopius will maintain documentation of all fee approvals and publish the current fee schedule on Nebraska.gov for transparency.</li> </ul>					
Through rigorous adherence to NSRB oversight, Kopius ensures fair, equitable, and fully documented fee management practices					
<b>Part V. Section K. Technical Overview</b>					
RTM 15	Bidder must describe bidder's experience, understanding of, and plan for compliance with the Technical Overview requirements identified in the RFP, with emphasis on the following:	X			
	1. Business continuity and disaster recovery.	X		X	
	2. Performance monitoring and problem resolution.	X		X	
	3. Platform requirements.	X		X	
	4. Secure communications with the State.	X		X	
	5. Data storage, replication, and backup.	X		X	
	6. Hosting environment (to the extent not addressed in RTM 2 above).	X		X	

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	7. Maintenance.	X		X	
	8. Version control, including plan to address version control within the required annual business plan.	X		X	
	9. Data Security Requirements.	X		X	

Bidder Response:

Kopius' technical architecture and operations plan meet all RFP Section V.K requirements. Our approach combines Azure Commercial and Government Cloud infrastructure with Kopius-managed application and monitoring layers, ensuring compliance, scalability, and high availability.

Key Technical Elements:

- Business Continuity & Disaster Recovery: Multi-region Azure replication, daily backups, and semi-annual failover tests.
- Performance Monitoring: Azure Monitor and Application Insights integrated into Kopius' NOC dashboard for real-time metrics, alerts, and SLA compliance.
- Platform Requirements: Containerized application environments using Kubernetes and CI/CD pipelines for automated deployment and version control.
- Secure Communications: Encrypted connections via TLS 1.3, VPN-secured administrative access, and MFA-enforced identities.
- Data Management: Redundant data storage with automated backup, replication, and retention consistent with NITC and NSRB policies.
- Hosting Environment: Azure's FedRAMP High infrastructure ensures compliance with federal and State standards when warranted. Kopius maintains operational control and documentation.
- Maintenance & Version Control: Change management procedures and an annual Version Control Plan included in the Business Plan submission to the NSRB.
- Data Security: Implementation of CIS Benchmarks, vulnerability management, and annual external penetration testing.

This architecture ensures continuous compliance, robust cybersecurity, and transparent technical governance under NSRB oversight.

**Part V. Section L. Software Design Requirements**

RTM 16	Bidder must describe bidder's experience, understanding of, and plan for compliance with the Software Design requirements identified in the RFP.	X		X	
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Bidder Response:

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
Kopius will design, develop, and maintain all software and applications in compliance with RFP Section L – Software Design Requirements, ensuring scalability, maintainability, and alignment with the State's information technology standards.					
Software Design Approach:					
<ul style="list-style-type: none"> <li>Standards-Based Development: Kopius employs modern frameworks including .NET, React, Angular, and Python, all fully compatible with Azure DevOps CI/CD pipelines. We will also explore leveraging a CMS like Payload to expedite the replatforming process of existing applications.</li> <li>Accessibility &amp; UX: All public-facing applications will meet or exceed WCAG 2.1 AA accessibility standards.</li> <li>Modular Architecture: Applications will be built using microservices and reusable API components to reduce duplication and support future scalability.</li> <li>Security by Design: Incorporates secure coding principles (OWASP Top 10), automated code scanning, and dependency checks.</li> <li>Performance &amp; Usability Testing: Comprehensive testing regimen, including load testing and user acceptance testing before deployment.</li> <li>Documentation: Technical design documents, data flow diagrams, and code repositories will be maintained in compliance with NITC and NSRB requirements.</li> </ul>					
Kopius' software design methodology ensures the Nebraska.gov Portal remains adaptable, secure, and future-ready.					
<b>Part V. Section M. Software Ownership and Licensing</b>					
RTM 17	Bidder must describe bidder's experience, understanding of, and plan for compliance with the Software Ownership and Licensing requirements identified in the RFP. Bidder must submit applicable software license agreements with bidder's response.	X			
Bidder Response:					
Kopius acknowledges and accepts that the State of Nebraska will retain full ownership and title to all software, applications, data, and deliverables developed under this contract, in accordance with RFP Section M – Software Ownership and Licensing.					
Compliance Framework:					
<ul style="list-style-type: none"> <li>Deliverables: All code, documentation, and related intellectual property produced under this contract will be the exclusive property of the State.</li> <li>Licensing:</li> </ul>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
<ul style="list-style-type: none"> <li>○ Proprietary components or third-party tools (e.g., Azure-hosted services, licensed libraries) will be fully disclosed in the Technical Proposal.</li> <li>○ All licenses will be non-restrictive, perpetual, and transferrable to the State.</li> <li>• Open Standards: Kopius prioritizes open-source and interoperable technologies to ensure the State's continued access and control.</li> <li>• Data Rights: All application data will reside in State-owned storage under State-managed encryption keys within Azure Commercial and/or Government Cloud.</li> </ul>					
<p>This model guarantees the State's complete control over its digital assets, consistent with statutory and RFP requirements.</p>					
<b>Part V. Section N. Escrow Requirements</b>					
RTM 18	Bidder must describe bidder's experience, understanding of, and plan for compliance with the Escrow requirements identified in the RFP.	X			
<p><b>Bidder Response:</b> Kopius will fully comply with RFP Section N – Escrow Requirements, ensuring all source code and related documentation are securely maintained in escrow to protect the State's continuity of operations.</p>					
<p><b>Escrow Plan:</b></p> <ul style="list-style-type: none"> <li>• Escrow Provider: Kopius will engage a reputable, NRB-approved escrow service (e.g., Iron Mountain or NCC Group).</li> <li>• Deposits: Quarterly updates of source code, build instructions, and environment configurations for all applications developed under this contract.</li> <li>• Verification: Each deposit will include validation certificates confirming accuracy and completeness.</li> <li>• Access Rights: The State will retain rights to access escrow materials in the event of contract termination, vendor insolvency, or failure to perform.</li> <li>• Compliance &amp; Reporting: Escrow deposit records and verification reports will be submitted annually to the NRB.</li> </ul>					
<p>This process safeguards the State's ownership rights and guarantees operational continuity under all circumstances.</p>					
<b>Part V. Section O. Transition Plan Requirements</b>					
RTM 19	Bidder must describe bidder's experience, understanding of, and plan for compliance with the Transition Plan requirements identified in the RFP.	X			
<p><b>Bidder Response:</b> Kopius will execute a structured, transparent transition plan to assume responsibility from the incumbent Network Manager while ensuring zero downtime for Nebraska.gov Portal services, consistent with RFP Section O – Transition Plan Requirements.</p>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
Transition Methodology:					
<ol style="list-style-type: none"> <li>1. Discovery &amp; Assessment: Within the first 30 days, Kopius will complete a comprehensive inventory of applications, databases, APIs, and hosting configurations, creating the transition plan and sequence with approval from the NRB.</li> <li>2. Environment Replication: Establish secure Azure Commercial and/or Government Cloud environments mirroring existing infrastructure.</li> <li>3. Data Migration: Use automated, validated tools to transfer code, configurations, and databases.</li> <li>4. Parallel Operations: Conduct side-by-side performance testing to validate readiness before full cutover.</li> <li>5. Knowledge Transfer: Engage with outgoing vendor for technical handover, documentation review, and operational shadowing.</li> <li>6. Cutover &amp; Validation: Transition completed within 1 year of contract award, with NRB approval of testing results.</li> <li>7. Post-Transition Support: Maintain dual monitoring for 30 days post-launch to ensure full stability.</li> </ol>					
This plan ensures uninterrupted service and transparent coordination with State and NRB representatives throughout the transition.					
<b>Part V. Section P. End of Contract Provisions</b>					
RTM 20	Bidder must describe bidder's experience, understanding of, and plan for compliance with the End of Contract provisions identified in the RFP.	X			
Bidder Response:					
Kopius will comply with all RFP Section P – End of Contract Provisions, ensuring smooth handover and preservation of all assets, data, and intellectual property upon contract completion or termination.					
Offboarding & Transition-Out Activities:					
<ul style="list-style-type: none"> <li>• Data &amp; Deliverables: Provide the State with all data, configurations, codebases, and operational documentation in formats specified by the NRB.</li> <li>• Decommissioning: Coordinate the safe and verifiable shutdown of Azure-based environments.</li> <li>• Access Termination: Ensure all accounts and credentials are transferred to State control and then securely deactivated.</li> <li>• Final Audit: Participate in a closeout audit confirming delivery of all materials and compliance with contract terms.</li> <li>• Staff &amp; Knowledge Transfer: Conduct training sessions for the successor vendor or State personnel to ensure full continuity of operations.</li> </ul>					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
All end-of-contract activities will be governed by an NSRB-approved Transition-Out Plan to ensure operational integrity and complete return of control to the State of Nebraska.					
<b>Part V. Section Q. Guarantor</b>					
RTM 21	Bidder must describe bidder's understanding of and plan for compliance with the Guarantor provisions identified in the RFP.	X			

Bidder Response:

Kopius acknowledges and will comply with RFP Section Q – Guarantor. Kopius guarantees full performance of all contractual obligations under this Agreement, including those of any subcontractors or third-party service providers (e.g., Microsoft Azure and the State-approved payment processor).

**Performance Guarantee Commitments:**

- Kopius shall remain solely accountable to the State of Nebraska and the Nebraska State Records Board (NSRB) for delivery, performance, and compliance.
- All financial, technical, and operational obligations of any subcontracted services are guaranteed under Kopius' corporate responsibility.
- The company maintains sufficient financial and operational capacity to perform this contract, with no pending litigation or solvency concerns.
- A formal Performance Guarantee Letter, executed by Kopius' authorized corporate officer, will accompany this proposal submission.

Kopius' guarantee ensures the State can rely on a single accountable entity throughout the contract term.

RTM 22	Bidder must describe bidder's understanding of, and plan for compliance with the Penalty provisions identified in the RFP.	X			
<b>Part V. Section R. Penalty</b>					

Bidder Response:

Kopius understands and agrees to the Penalty Provisions outlined in RFP Section R – Penalty and accepts that the State may impose penalties for failure to meet contractually defined Service Level Agreements (SLAs), performance standards, or reporting requirements.

**Compliance and Mitigation Strategy:**

- Kopius will adhere to all SLAs regarding system uptime, service responsiveness, and data accuracy.

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<ul style="list-style-type: none"> <li>Automated monitoring and real-time alerts will identify issues before they impact performance.</li> <li>A corrective action process will be implemented to address any deficiencies immediately, including root-cause analysis and remediation tracking.</li> <li>Kopius agrees that penalties may be assessed as provided in the contract if corrective actions fail to restore compliance.</li> </ul> <p>By maintaining continuous oversight and proactive remediation, Kopius minimizes risk and ensures full adherence to contractual performance standards.</p>				
<b>Other</b>					
RTM 23	<p>Bidder must describe bidder's understanding of and plan for compliance with the most current version of the State's NITC Technical Standards and Guidelines available at: <a href="https://nitc.nebraska.gov/standards/">https://nitc.nebraska.gov/standards/</a>.</p>	X			
Bidder Response:					
Kopius will comply with the most current version of the Nebraska Information Technology Commission (NITC) Technical Standards and Guidelines.					
Compliance Actions:					
<ul style="list-style-type: none"> <li>Conduct semiannual internal audits to ensure all Portal systems and processes align with NITC standards, including: <ul style="list-style-type: none"> <li>Security Architecture Standards</li> <li>Accessibility Standards</li> <li>Data and Web Content Standards</li> <li>Disaster Recovery and Continuity Policies</li> </ul> </li> <li>Maintain documentation demonstrating compliance and make it available for NSRB and OCIO review upon request.</li> <li>Update all Portal applications and infrastructure configurations to reflect future revisions to NITC standards within 90 days of issuance, or as directed by the NSRB.</li> </ul>					
Kopius' adherence to these standards ensures interoperability, security, and accessibility across Nebraska's digital services ecosystem.					
RTM 24	<p>Bidder must describe bidder's understanding of and plan for coordination with the OCIO as identified in the RFP.</p>	X			
Bidder Response:					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
Kopius will coordinate closely with the Office of the Chief Information Officer (OCIO) as required in the RFP, ensuring alignment with statewide IT policies, cybersecurity controls, and infrastructure initiatives.					
Coordination Framework:					
<ul style="list-style-type: none"> <li>• Designate a State Liaison Officer responsible for maintaining continuous communication with OCIO staff.</li> <li>• Ensure all hosting environments, network architectures, and data management practices conform to OCIO standards and approvals.</li> <li>• Collaborate with OCIO during system integrations, major upgrades, and change management reviews.</li> <li>• Provide OCIO with access to operational dashboards, monitoring data, and security compliance reports.</li> <li>• Participate in regular OCIO governance meetings and respond promptly to all technical and policy directives.</li> </ul>					
This cooperative approach ensures the Portal remains aligned with the State's enterprise IT strategy and cybersecurity framework.					
RTM 25	Bidder must provide suggested new ideas, technologies, and functionality for the Portal. Bidder must also include any terms and conditions and pricing applicable to such suggestions.	X		X	
Bidder Response:					
Kopius is committed to continuous innovation and modernization of the Nebraska.gov Portal. Our proposal includes several forward-looking initiatives designed to enhance usability, security, and value for citizens and Partners:					
1. AI-Powered Citizen Services:					
Deploy AI-assisted chatbots for guided navigation, transactional help, and document lookup using Azure Cognitive Services and Generative AI models that comply with State data governance policies. Creating and sharing a Unified Citizen Experience leveraging AI is one of the foremost ways to improve the State's Return on Mission objectives for the residents of Nebraska.					
2. Data-Driven Insights:					
Implement advanced analytics dashboards to provide NSRB and Partners with actionable data on Portal performance, service utilization, and citizen engagement trends.					
3. Enhanced Accessibility Tools:					
Introduce real-time accessibility validation and automated remediation suggestions during application development to maintain WCAG compliance.					

RTM #		Bidder	Subcontractor/ Affiliate	Third Party	No
	<p>4. Self-Service Partner Portal: Enable Partners to track project status, submit new service requests, and access shared resources directly through a secure Partner portal integrated with NSRB workflows.</p> <p>5. Predictive Security Monitoring: Leverage Azure Sentinel and AI-based anomaly detection to proactively identify and mitigate cyber threats before they affect operations.</p> <p>6. Sustainability Focus: Utilize Azure's carbon-tracking capabilities to report on the environmental impact of hosting operations and align with the State's sustainability goals.</p> <p>All innovations will be presented with transparent pricing and implementation schedules for NSRB approval, ensuring that enhancements align with statutory, fiscal, and operational priorities.</p>				

## Form A.2

### Service Matrix Request for Proposal Number 122777 O5

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

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

Pricing Spreadsheet		Hourly rate
	Role/title	
1.	Program Manager	\$182
2.	Solution Architect	\$275
3.	Senior Full Stack Developer	\$220
4.	Full Stack Developer	\$170
5.	Senior Technical Project Manager	\$198
6.	Technical Project Manager	\$160
7.	Support	\$115
8.	UI/UX/Visual Design	\$176
9.	Marketing Manager	\$165
10.	System Administrator	\$176
11.	Content Manager	\$138
12.	QA Engineer	\$154

# JASON DECARTERET

## Software Architect

### Profile

Software Architect and developer with over 25 years of experience in designing and implementing complex systems. Adept at identifying optimization opportunities, simplifying complexities, and driving results. Strong communicator and problem solver with a passion for technology and a proven track record of success. Experienced in a wide range of programming languages, web development frameworks, and cloud services. Expertise in leading teams, collaborating effectively, and delivering high-quality solutions. Committed to continuous learning and staying at the forefront of technology trends.

### Skills

C#, JavaScript, TypeScript, Blazor (WASM & Server), Vue, React, Angular, Ionic, jQuery, ASP.NET Core MVC/Razor/WebAPI, Node.js, SCSS, Bootstrap, SQL Server, CosmosDB, MySQL, Entity Framework, Dapper, LINQ, Azure, AWS, IoT, SignalR, Azure Static Web App, Azure Functions, Azure Active Directory, Visual Studio, SMSS (SQL Server Management Studio), Azure DevOps, LinqPad, Git, Postman, NPM, TeamCity, GitHub, Docker, Windows, Ubuntu, Microsoft Teams, Slack, Jira.

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### Professional Experience

#### *Principal Architect & Engineer*

Kopius | March 2021 – Present

*Kopius is an innovative professional services firm that delivers transformational digital solutions to our clients. We bring the best of blended dual shore teams with US-based project leadership and Latin America-based engineering prowess.*

Client: T-Mobile

Project: SyncUp Platform

- Identify optimization opportunities, resolve incompatibilities, and rectify existing bugs.
- Collaborate closely with cross-functional teams to introduce new product features within the Azure cloud infrastructure, tailored for IoT devices and mobile applications.
- Migrate the existing codebase from Kotlin to C#, identifying and implementing optimization opportunities while addressing incompatibilities and fixing existing bugs.
- Demonstrate adaptability by quickly acquiring proficiency in Kotlin, an unfamiliar language, and gaining deep expertise in Azure cloud infrastructure, maximizing the potential of the project's proprietary framework.
- Main technologies used:
  - C#, Kotlin, Azure, IoT.

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**Project: Perk Marketplace**

- Demonstrated blockchain technology integration and synchronized corporate HR software to enhance the customer experience.
- Architected and developed a custom shopping cart with advanced features, including per-item promotions, product grouping, and user-specific restrictions.
- Created a showcase utilizing Azure Static Web App, Azure Functions, and Azure Active Directory, integrating blockchain technology and HR software for an enhanced customer experience.
- Main technologies used:
  - Azure Static Web App, Azure Functions, Azure Active Directory.

**Project: 3PL Vehicle Efficiency Showcase**

- Collaborated closely with R&D teams to conceptualize data visualizations and design a web portal for efficient fleet management.
- Architected and developed a web portal for managing fleet operations and interacting with data backends to optimize vehicle routes and operations.
- Designed and implemented a mobile-friendly GPS-based navigation solution for visualizing fleet management data and simulating energy consumption during route navigation.

***Principal Architect***

55zero Management | August 2007 – March 2021

*55zero Management is a provider of data analytics, cloud modernization, management strategy, and digital transformation.*

**Project: Canadian Healthcare Registration Portal**

- Led a medium-sized development team, setting coding best practices, conducting peer reviews, and shaping overall development strategy.
- Architected a robust backend data synchronization service to enable data flow between legacy systems.
- Designed and implemented a comprehensive system, enhancing client engagement and in-house patient management.
- Supported client engagement, real-time sales dashboards, and customer activity reporting with the data synchronization service.
- Built a customer-facing registration portal that adhered to stringent government guidelines.
- Engineered an intuitive tool for clustering and deduplication of over 100,000 customer records, improving data quality and accessibility.
- Guided cross-functional teams in optimizing data propagation across platforms, ensuring efficient data flow and process enhancements

**Project: Microsoft AppCatalog**

- Aggregated data from Microsoft Dynamics, MPN, Act-On and Azure Active Directory.
- Architected and built a configurable workflow engine along with dynamic promotional landing pages allowing ISV partners to track engagements with potential customers.

**Project: Department of Defense Mobile Safety**

- Architected and built two Army and Air National Guard mobile web apps built with Ionic, targeting both iOS and Android. Applications were used to promote safe practices and to convey health information which was maintained in Contentful CDN.
- Main technologies used:
  - Ionic.

Project: Microsoft BizSpark

- Created a web application designed to introduce Microsoft technologies and programs to start-ups by offering free MSDN subscriptions and partnership opportunities.
- Integrated data from MSDN, Microsoft Dynamics and Azure Active Directory.
- Main technologies used:
  - MSDN, Microsoft Dynamics, Azure Active Directory.

*Owner, Architect & Engineer*

DeCarteret Consulting | June 2000 – August 2007

Project: CoolWebToys

- Architected a system to harness the popularity of personalized websites into a **technique for farming “organic” links and promoting targeted websites**.
- Created an application to serve several copy/paste web snippets for embedding onto **personal websites including a chatroom, “on this day in history”, word of the day and others**.
- Created a crawler to scan websites to ensure the web snippets were installed correctly and fully intact.
- Created a dashboard to aggregate click and clickthrough per snippet installation to track monetization.

Project: Vibestream

- Created a web portal to navigate audio files by artists and album and to create custom playlists.
- **Created an algorithm to recommend new songs to the user based on the user’s song history compared to the similarity of other users’ history**.
- Used a pre-release version of Windows Media Server to transcode audio data files on-the-fly into a **custom bitrate to match the capabilities of a client’s network and device** characteristics to create a unicast stream of the selected musical content.

Project: Microsoft Windows 2000 Help

- Supported a team of content creators and software testers by developing tools and procedures to ensure content integrity in the shipping packaged .CHM help files.
- Designed and built “Stringy”, a search and replacement tool configurable with a custom scripting language and accessible through COM to be incorporated into other tools and applications by other groups across Microsoft.

Project: Microsoft CompHot

- Collaborated with a small team to create a Siebel Sales companion application with data integration into multiple in-house applications.
- Created and advised on a technique for converting complex stored procedures into versioned and portable code.



## Project: MSN Reporting

- Contributed to the development of tools for administering and reporting sales and operations on the MSN platform.
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# CLARK SMI THSON

## *Senior Program Manager*

### Profile

Highly efficient and self-motivated Senior Agile project and product manager with experience building end-to-end solutions with e-commerce, Internet of Things (IoT) devices, mobile apps, and cloud suites. Greatest assets are ability to quickly adapt to new problems, systems, and surroundings, and strong customer-facing communication skills. Thrives in a dynamic work environment with a mix of individual contribution and group collaboration on meaningful projects.

### Skills

Jira, Agile, AWS, Scrum, iOS, Team Coaching, Android, Road mapping, CI/CD, Feature prioritization, TDD, E-commerce, Budget forecasting/management.

### Professional Experience

#### *Senior Program Manager*

Kopius | March 2023 – Present

Project: T-Mobile International

- Developed features to address the top three customer pain points with purchasing a data pass when travelling.
- Release of features resulted in increased conversion rates and \$12M annual revenue lift.
- Managed development of three simultaneous Scrum teams
- Coordinated UX research to identify future product enhancement opportunities based on data and customer feedback.

#### *Senior Technical Project Manager*

Recreational equipment Inc. (REI) | February 2019 – February 2023

- Managed Agile and Scrum for three development teams simultaneously.
- Planned and executed major customer-facing releases: vendor fulfillment, curbside pickup, Apple Pay, online returns, installment pay, and product recommendations.
- Coordinated platform modernization by shifting reliance from on-prem monolith to cloud-based microservices.
- Oversaw multi-million-dollar annual budget, continuously planning and forecasting work, requisite support staffing, monitoring spends for teams of 10+ engineers.
- Implemented processes into team's Scrum ceremonies to foster engagement in remote work environment, and produce trackable metrics related to team health and satisfaction.

## ***Technical Project Manager***

Luxoft Inc | 2015 – February 2019

- Assisted Fortune 100 clients in retail, aviation, transportation/automotive, agriculture, and software industries with digital transformations.
- Served as Scrum Master and Product Owner on Agile teams to gather and define use cases/requirements, established roadmap and milestones, and ensured on-time delivery.
- Delivered successfully on short-term proof-of-concept exercises and large enterprise production solutions utilizing AWS, Azure, iOS, and Android.

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## Education

Rice University | BS Mechanical Engineering

## Certifications

- Certified Scrum Master | Scrum Alliance
- Certified Agile Leader | Scrum Alliance

# **Michalis Chrysanthou**

## *Sr Technical Project Manager*

Software Engineering – Strategic Planning - Product Management

Systems Analysis  
Change Management  
Team Leadership  
Software Infrastructure  
Cloud Technologies  
IoT Products  
Account Management  
Executive Communication  
Resource Management  
Agile Methodologies

**Seasoned Senior Program Manager** offering 15+ years' experience leading teams of up to 25 people, consistently delivering multi-million-dollar projects for multinational companies, while cultivating relationships with customers and business leaders.

Deliver robust analytical and problem-solving capabilities in fast-paced environment, leading end-to-end development of mission-critical programs on tight deadlines and consistently bolstering operational and technical efficiencies.

Define goals and success metrics for each project in alignment with business objectives and strategic vision while working cross-functionally to ensure satisfaction among multiple divisions.

Passion for IoT technologies, with expertise in mobile applications and web-based computer systems, and extensive startup experience.

## CAREER ACCOMPLISHMENTS

- Launched Privacy Customer Listening System (PCLS), a Data Analytics dashboard (Power BI) encompassing numerous customer interfaces and functional areas (Windows opt-in rates, feedback pipeline, social media/news, etc.) and bolstering Microsoft Privacy services, campaigns, and other customer trust-strengthening initiatives.
- Lead Office 365 Service Delivery Reporting Dashboard providing real-time status and data analytics for all ongoing projects and eliminating daily status requests by 40%.
- Automated Microsoft New Store Opening (NSO) process for Bill of Materials, Item Master, Procurement, Change Orders, Asset Management, and Project Engagement using InfoPath with SharePoint, and streamlined internal communication aspects.
- Managed UM application for more efficient user authentication across high-profile telecommunications clients.
- Recipient of Washington Mutual Partner Award in recognition of consistently strong customer focus.

## Professional Experience

MICROSOFT CORPORATION — Redmond, WA  
On behalf of PK Global consulting

2020

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*On behalf of DLI Consulting, BlueHawk Consulting, and Insight Global Consulting*  
2012-2019

**Senior Program Manager – Consultant**

Designed and managed multiple high-level programs for diverse clients across business functionalities including supply chain management, retail product delivery, and customer service/privacy management. Achieved consistent alignment between technical groups and external users while regularly meeting business objectives.

- Cloud Supply Chain Sustainability team: Designed and build the Visio diagrams for equipment transfer from all DCs to MS disposition center, including Tax & Trade, external logistic companies, and finance.  
**Created the team's Operations Communication plan for the Semiannual, Quarterly, Monthly business reviews and Bi-monthly meeting reviews for Suppliers, Data centers and IT Asset Disposition.** This included workflow, email and PPT presentation templates, team's monthly newsletter and escalations.  
**Designed the Equipment Manager PowerApps/PowerFlows application for Microsoft's internal disposition center, to automate the maintenance for all equipment used at location.** Also contributed 40% to the development.
- Windows Privacy – Data Management Governance: Program/Project managed the design and development of the PCIS. Met with business leaders and identified business requirements and objectives for all areas (Windows opt-in rates, Feedback pipeline, Social Media/News, Privacy Response Center, Privacy public and commercial docs, etc.) and ensured end product met business requirements, and **GDPR guidelines.** **System's objectives are to understand how Windows customers** use privacy settings, how external factors influence their choices, and use data analytics to drive proactive/predictive models to create a positive influence on customer trust.
- Microsoft Retail team - Project Management: Managed Bill of Materials (BOM) for domestic and international Microsoft stores and subsequently built SharePoint applications to streamline each stage of NSO process, including Master BOM, Item Master, Procurement, Change Orders, Asset Management, and Project Engagement.
- Office 365 team- Customer Service: Implemented DNS1.4 upgrade for Coca Cola, Nokia, Philips, and eight other reputable clients, successfully solving ongoing communication issues on-budget and with 0% impact to customers.

**MOTRICITY** —Bellevue, WA Senior Technical Program Manager  
2007-2012

Managed Professional Services Current Engineering (PSCE) team serving domestic and international telecommunications clients including AT&T, Verizon, and T-Mobile. Supervised 25+ globally deployed staff while implementing numerous projects including UM user authentication, Team Foundation Server, and communication and RACI matrix designed to facilitate enhanced communication capabilities.

- Operations Management: Realized 25% efficiency increase for PSCE team as a result of process improvement initiatives; earned Company Executive Award for implementing similar tools and processes for multiple company executives in India.

**INTREPID LEARNING SOLUTIONS** — Seattle, WA Senior Project Manager  
2005-2007

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Supervised multiple IT projects while training new and existing PMO members and acting as liaison across internal teams, clients, and vendors, including Microsoft, Boeing, Autodesk, Washington Mutual, and WeLocalize. Primary member of PMO-building team, laying foundation for all processes and procedures.

- Internal Process Optimization: Overhauled existing methods of sharing project information through analysis, cross-team coordination, and defining all requirements.
- Program Management: **Oversaw progress of Microsoft MSN's four widely distributed creative acceptance policies**, ensuring that all local and international standards were met.

#### SUMMARY OF ADDITIONAL PROFESSIONAL EXPERIENCES

- Five years employee as Senior Software Engineer at Apex Learning Corporation, managing extensive application portfolio, such as Customer Manager, designed and built the eCommerce component, marketing, promotions.
- Three years as Senior Software Engineer - consultant at Western Wireless Corporation, implementing new systems across multiple functional areas, including eCommerce, Help Desk, and Online Billing.
- Seven years employee at Microsoft IT, started as an intern, then Systems Analyst, Database Analyst, Associate Product Manager, supporting businesses such as Manufacturing, Finance, OEM Credit tool, Microsoft Global Product server, International Key Performance Indicators, WorldWide Consolidated Credit application and others.

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#### TECHNICAL PROFICIENCIES

- Databases: Oracle, MySQL
- Software: Scrum Master, DevOps, Agile, Waterfall, Microsoft Project, Microsoft Office Suite, Team Foundation Server, Team Manager, SharePoint, Power Apps
- Programming: JavaScript, Python, Java, .NET, ASP, C#, VBB, Power BI
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#### EDUCATION

CORNELL UNIVERSITY, Ithaca, NY  
Product Management Certification, 2020

BELLEVUE COLLEGE, Bellevue, WA  
Project Management Certification (PMI approved), 2004

# Erik Olsen

## *Sr Full Stack Developer*

### Profile

A software development engineer with 17 years of experience in the IT industry. Technical proficiencies include analyzing and understanding complex application process flows, developing software tools to improve infrastructure operations, managing data feeds, and writing thorough technical documentation.

### Professional Experience

Kopius Inc. (formerly Valence), Bellevue, WA

*Full Stack Developer*

February 2018 – Present

- Built end-to-end natural language understanding solution for enterprise sales support
- Developed CI/CD process for Azure-based chat solution
- Designed complex dialog management solution using Microsoft Bot Framework and SDK
- Developed analytics platform for tracking user interactions throughout voice and chat experience
- Established and managed flat and SQL databases to support knowledgebase for chat solution

Radius/Luxoft, Kirkland, WA

*Software Development Engineer - Microsoft Retail Stores –Customer Experiences*

January 2014 – January 2018

- Built command line tool to automate the configuration of Windows 8.1/10 demo devices (PowerShell)
- Developed package deployment and reporting tool for Windows 8.1 demo devices
- Resurrected and improved OneDrive content syncing tool (for syncing baseline demo MSA content)
- Created SPA (AngularJS) tool for managing cloud-based (Azure) demo multimedia assets
- Architected & developed RESTful API, client agent, & admin tool for managing demo device health
- Setup cloud-based (Azure) real-time and batched demo application usage data feeds
- Designed and built demo application usage reports (Power BI)
- Developed Azure cost and data feed monitoring tools

#### Other Projects

- Built proof of concept RESTful APIs for persisting/retrieving sensor (beacon/Kinect) data
- Developed command line build tool to automate the configuration of Microsoft Device Bar devices
- Resurrected a Hortonworks Data Platform (one master and two slaves) lab environment
- Created data feed and Power BI reports for a production Surface Hub learning application

Technical Environment: PowerShell, ASP.NET MVC, ASP.NET WEB API, Azure Storage, Azure SQL, Azure Stream Analytics, Azure Data Factory, Azure Application Insights, Azure

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Automation, Azure IoT Suite, Azure AD Endpoint V2, Microsoft Flow, DocuSign, AngularJS, Visual Studio 2017, Visual Studio Code, Microsoft SQL Server Management Studio, C#, Java, Faronics Deep Freeze, MySQL, myDBR

iSoftStone, Seattle, WA  
*Software Development Engineer*  
April 2012 – December 2013

- Ported production web app from Apache1.3/mod\_perl1/perl5.6 to Apache 2.2/mod\_perl2/perl5.8
- Updated C++ app to use amended U.S. daylight savings time rules (Uniform Time Act)
- Integrated monitoring solution with movie listing feeds system (config, test, package, deploy)
- Added backend Directory Assistance code (Perl 5.8) to improve business listing synonym generation
- Improved Directory Assistance tools (Perl 5.8 & CGI based) used by continual refinement team
- Investigated failed Directory Assistance MapReduce jobs

Technical Environment: Apache httpd 2.x, mod\_perl 2.x, CGI, SunOS 5.10, MapReduce, Perl 5.8

AT&T

- **Verified end to end 3rdparty developer experience of AT&T's API Platform SDK for HTML5**
- Developed HTML5 mobile app using Sencha Touch 2.0 framework (iOS and Android)
- Built automated testing framework with Java & Selenium WebDriver to test SDK sample apps

Technical Environment: Apache HttpComponents, Jackson JSON, HTML5, Java, Selenium WebDriver, TestNG/Junit, Eclipse, Apache Ant, Sencha Touch 2.0 HTML5 framework, Apple XCODE 4, Android SDK, SoapUI, Apache JMeter, Apache Tomcat, Perl.

Codesic/CGI, Seattle, WA  
*Systems Engineer – Russel Investments*  
November 2000 – March 2012

- Architected enterprise-level, multi-site Systems Center Configuration Manager 2007 infrastructure
- Designed SCCM global patching strategy for 700+ production servers & trained T2/T3 teams
- Managed 5-month VLAN migration project in 15 global offices to accommodate SCCM boundary work
- Provided T3 technical support in environment of Windows 2003/2008 R2 servers in 15 global offices
- Helped support domain services infrastructure, including DNS, DHCP, Group Policy, and AD
- Helped roll out a Windows Server 2008 R2 deployment solution using MDT 2010

Technical Environment: Microsoft Systems Center Configuration Manager (SCCM) 2007, Microsoft Deployment Toolkit (MDT) 2010, VBScript 5.8, PowerShell 2.0, IIS 7.0/7.5, T-SQL 2008, classic Active Server Pages (ASP), Windows Server 2008 R2, DNS, DHCP, Group Policy, KMS

Frontier Bank

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- Provided advanced technical support to the company's 800 internal thin client and workstation users
  - Helped manage server infrastructure (Citrix, Windows, VMWare, Linux)
  - Managed a distributed network of servers and workstations using SMS 2003
  - Built software tools (e.g., workstation logon, asset tracking, security audit) using VBScript, ASP, PHP

Technical Environment: Microsoft Systems Management Server (SMS) 2003, VMWare (ESX Server 2.5/3.0), NetIQ Security Manager 5.5, Citrix EdgeSight for Presentation Server 4.5, Backup Exec 11d, Windows Server 2003 Distributed File System (DFS) R2, SquidGuard proxy, Cisco, Chip PC Xcalibur, PeerLock, PHP, mySQL, Apache, XAMPP, Languard

AT&T Wireless

*Environment Support Analyst*

- Initiated, designed, developed and implemented a PHP tool for 2G environment tracking use
- Provisioned production data into test environments (Sybase 12.0 and Oracle 8i databases)
- Built and supported retail point of sale test environments (HP-UX 10.20, Sun Solaris 2.x)

Technical Environment: HP UX 10.20, Sun Solaris 2.x, CORBA, PUMA, MQ Series, Apache 2.0, PHP 4.3.4, JavaScript, mySQL, KSH, SSH, Sybase 12.0, Oracle 8.i, Maestro

## EDUCATION

B.A., Management Information Systems

Washington State University

## CERTIFICATIONS

- Microsoft System Center Configuration Manager, Configuring -#D633-1251
- VMWare ESX Server 2.5 and VCI 1 -VCP#7420 (12/20/2006)



# JAISON WATTULA

## *Sr Software Engineer*

### Profile

Software Engineer with over 18 years of experience in the IT field, including roles as Software Engineer, SDET, and DevOps Engineer & Manager. Expertise in PowerShell, Bash, Python, and RESTful APIs, with a deep understanding of best practices. Solid experience working within Agile methodologies. Interested in leveraging Microsoft tools such as Autopilot and Intune.

### Skills

PowerShell, RESTful APIs, Windows APIs, Active Directory, Windows Registry, WMI (Windows Management Instrumentation), CI/CD pipelines, Git.

### Professional Experience

#### *Sr DevOps Engineer*

Kopius | August 2018 – Present

*Valence Group, Inc. (Kopius) is a business development company that offers services such as product development, strategic insight, business modeling, and brand ecosystem.*

Client: T-Mobile

- Own and implement all Pipelines, from lint, builds, deployments to security scans.
- Work with leadership and teams to ensure all build variants and use-case (Appstore, test team, pre-loads, security teams, etc.)
- Automate a solution to empower the teams to acquire a T-Mobile NetworkAuth SHA signature (so telecom services work with their sim cards) all from an ephemeral container on a pipeline so no developer can ever access the keys/secrets themselves.
- Expand resigning service automation to leverage a JIRA Service Desk ticket portal, so vendors had no access to internal tools and to still enable external customers to have their apps resigned, as well, all via hands free automation.
- Main technologies used:
  - iOS/XCode, Gradle/AndroidStudio, AppStoreConnect, Google PlayStore, Python, Bash, Fastlane, Azure DevOps, Pipelines, Repos, CI, Docker, SonarCube, Gitlab, Azure, KeyVault, Azure Container Registry, JIRA ServiceDesk.

Client: Boise Cascade

- Take **customer's manufacturing excel reports data (IIOT)** and normalize the data, ingesting them into a SQL Server database and then computing predictive forecasting (linear regression) for consumption by new teams.
- Create a Power BI model with the new data source and better enable their existing Big Data team.
- Main technologies used:

- 
- Docker, SQL, Fact Table, bcp, sqlcmd, Python, Pandas, IIOT, Power BI, Azure DevOps, Pipelines, Repos, CI, Docker, Container Registry, Server Database, .dacpac, .bacpac, Azure Synapse, Azure Analytics.

Client: PACCAR

- Take **existing data sitting on a customer's Snowflake and build out an ingestion platform** (via AWS CDK - Snowflake Trigger as data source) AWS S3 > Lambda > AWS Glue > AWS Redshift > SQL stored procedures.)
- Create Tableau charts specifically catered to the specific data and results produced by the data pipeline.
- Main technologies used:
  - SQL, Fact Table Creation, Stored Procedures, Query Perf Optimizations, Tableau, Chart creation, Tableau Enterprise, Git, AWS CDK, CodeCommit, CodePipeline, AWS Redshift, AWS S3, Lambda, AWS Glue for ETL, Snowflake.

Client: Precision Hawk

- Set up a scalable infrastructure; AWS Batch, ECS, ECR etc. for a Drone Image processing pipeline.
- Set up a delivery infrastructure for autonomous drone image processing on the cloud, via AWS Batch and integrate their business workflow with field operators via Camunda.
- Write custom image processing algorithms using Java and Python code (e.g. standardized Vegetation Index calculation) based off said drone images.
- Main technologies used:
  - Docker, AWS Infrastructure, Python, Github, Pandas, NumPy, Camunda, LiDAR, Agisoft Metashape, GDAL, AWS Terraform, CI/CD systems, Camunda (BPM), Github.

### *DevOps Director*

Luxsoft Consulting | June 2016 – August 2018

*Luxsoft is a global company that provides digital strategy and software engineering services to customers worldwide.*

Client: Steelcase

- Train and lead all the expected Agile ceremonies and Processes for working in a DevOps team and drive all Agile Story grooming, Story Planning, PO to PO grooming sessions and 1:1 the appointed Director.
- Interview, lead and grow from a team of 2 to a team of 34 all delivering stories and adding code to systems in a measured capacity.
- **Set up all CI and CD tools in place that's aiding a high functioning Development Team** to deliver an average of 31 story points.
- Implement Automated CI and CD Delivery Tools in a scalable fashion to support an additional 16 projects with the exact same tooling in the following year.
- Assist in designing, interviewing, and implementing tools and processes to grow a team of developers from 6 to 22 in an organized, safe fashion with predictable throughput.
- Build a start-up team to a full scale.
- Main technologies used:

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- Kubernetes, Rancher, Codefresh, JQuery, Ruby Gems, Github, Nagios, Azure, Mobile, Rally, API Services, TeamCity, OpsGenie, Sonatype, Checkmarx, IQ, IOT, Android, iOS, APIs.

### *Development Manager*

Radius Consulting | 2013 – 2016

*Radius Consulting Group is a strategic marketing and branding agency that uses a collective of independent thinkers to solve problems.*

- Provide Automated Solutions to clients via internally managed project.
- Deliver projects smoothly, regularly review and improve the best practices of the Leads.
- Meet regularly with clients and ensure proper technical delivery.
- Responsible for designing, development, and road mapping of Infrastructure to ensure scalability.
- In charge of Pre-Sales Support.
- Assist on new sales ventures, sale Radius talent, demo capabilities, Q&A, create decks.
- Own and manage GitHub, Apple.developer.com and other Radius developer tools.
- Responsible for Project Staffing, conducting interviews, recruiting, ensuring software candidates have the technical capabilities to staff projects and deliver excellent code.
- Keep resources up to date: in-house tools, project ramp-ups and knowledge transfers.
- Main technologies used:
  - GitHub, Xcode, IOT, iOS Apple, Data Science, Jenkins, bash, Cocoapods, FRank, Selenium, Crashlytics Cocoapods ArcGIS TestRail OAuth2.0 Mobile, Jira.

### *Sr SDET Manager*

iSoftStone Consulting | 2011 – 2013

*iSoftStone is a global IT services and consulting company that was founded in 2005.*

- Provide Automated Solutions to clients via internally managed project.
- Review, improve, and enhance the best practices of the Leads.
- Meet regularly with clients and ensure proper technical delivery.
- Design, develop, and map Solution Accelerators.
- Assist on new sales ventures, sale iSS talent, demo capabilities, Q&A, create decks.
- Instantiate the SVN in iSS, maintain its structure, rollbacks.
- Conduct interviews, recruit, ensure SDET candidates have the technical capabilities to staff iSS's.
- Keep resources up to date: in-house tools, project ramp-ups and knowledge transfers.
- In charge of career alignment, career goal guidance and mentoring iSS Resources.
- Main technologies used:
  - SVN, Java, Selenium, Robotium, Ant, PowerPoint, Excel, Redmine.

Client: AT&T

- Develop client side HTML5 JavaScript applications for mobile devices.
- Develop Test Automation Frameworks for Automating Test Cases.
- Responsible for defining all the tools, deadlines, dependencies, scope, methodology.
- Define project scope, cycles, and team deliverables.
- Organize efforts and schedules across teams, utilize development and technical experience to aid defect fixes from vendors.

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- Responsible for running triage, running a war room, driving meetings and formally reporting project progress.
  - Main technologies used:
    - Ruby, PHP, Java, JavaScript, SOAP UI, JMeter, Excel, Quality Center, SVN, RESTful APIs, HTML5.

### *SDET II*

Microsoft | 2009 – 2011

*Microsoft is an American multinational technology company that develops and sells software, services, and hardware.*

- Develop and implement an automation framework for SHD Wave 12, designing and implementing automation code for BPOS APIs on the SHD Portal.
- Own a project wide testing environment and deploy code for cross team testing efforts.
- Responsible for communication in daily Agile stand-ups that result in direct daily project progress.
- Resolve failed code by correcting existing scripts and book-keeping of automation cases.
- Main technologies used:
  - C#, KAF, AAF for source code and .NET, ASP, AJAX, XML, JavaScript, Hyper-V, Magellan, PowerShell, VSTS, Product Studio, Corext Source Depot, Sharepoint.

### *Software Engineer II*

HCL Consulting | 2009

*HCL Consultants is an international consulting company that provides development services to a variety of clients, including governments, private sectors, and international development agencies.*

Client: Microsoft

- Develop formal requirements and specifications documents.
- Create TDDs, use case diagrams, database design and logical design documents.
- Reach milestones by implementing build versions of this application.
- Responsible for communication in a Waterfall development project infrastructure.
- Main technologies used:
  - C#, ASP.NET, Visual Studio, WCF, SQL 2008, Windows Server 2008.

### *Software Engineer*

AT&T | 2007 - 2008

*AT&T (American Telephone and Telegraph Company) is a telecommunications, media, and technology company that provides services worldwide.*

- Implement features, Load Testing and Stress Testing Infrastructure automation using Java.
- Responsible for waterfall team development practices, SQL and a lot of web development.
- Main technologies used:

- 
- PostXML, XMLSpy, Aqua DataStudio, Java GCC, GitHub, SVN, HP Quality Center.

### *Software Engineer*

Morehead State University | 2006

*Morehead State University is a public university in Kentucky.*

- Design, implement, and test an interactive graph theory console app using C++ for source code and Python for its Continuous Integrations and Test-Driven Development.
- Responsible for Waterfall, Weekly status meetings with stakeholders and peers to transition project phases.
- Main technologies used:
  - PostXML, XMLSpy, Aqua DataStudio, Java GCC, GitHub, SVN, HP Quality Center.

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### Education

**Bachelor's of Science in Computer Science** | Morehead State University

**Bachelor's of Art in Philosophy** | Morehead State University

### Certifications

- AWS Technical Professional
- Azure DevOps Gold Assessment
- AWS Certified DevOps Engineer



# Hieu (Sam) To

SR. UX/UI VISUAL DESIGNER

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## Profile

I am a skilled problem solver who uses creativity to engage, empower, and educate in various mediums. I specialize in immersive design and storytelling, utilizing dynamic visuals, thoughtful interaction design, quick prototyping, and impeccable fabrication. My work as a visual designer and maker is driven by a passion for connecting users to all of their senses.

Portfolio: [hieuto.com](http://hieuto.com)

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## Skills

### TECHNICAL

- Adobe Suite
- UX/UI Design
- AR/VR/MR
- Figma
- Visual Design (2D/3D)
- Environmental Design
- Motion Graphic/ Animation
- Interactive Prototyping/ Fabrication
- InVision

### FUNDAMENTAL

- Innovate
- Creative
- Teamwork
- Organizing
- Adaptability
- Precision/ Attention to details
- Problem-solving

## Professional Experience

**KOPIUS, INC.** (formerly Valence Group, Inc.)

**Sr. Visual Designer | October 2018 – Present**

- Responsible for managing Valence's team of designers and the company's creative best practices division.
- Projects:
  - **TMC Health:** Enhanced digital interfaces with user-centered design for website
  - **Raven Industries:** Established UX best practices for tablets (mounted on tractor)
  - **CNH Industrial:** Created a high-fidelity prototype for user testing in Figma

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- **Microsoft MTC:** UX/UI design for custom CET at MTC. Environmental design for demo area at MTC | [learn more](#)
  - **Nestle Purina:** Lead designer a VR experience to explore pet food production. | [learn more](#)
  - **Space Flight:** Redesigned website to optimize user experience and increase engagement.
  - **ULA:** Created an AR mobile app to engage users in exploring rocket launches and space missions. | [learn more](#)
  - **Boise Cascade:** Developed intuitive data visualization tools for operational efficiency.
  - **ORHub:** Designed data visualization dashboards to improve decision-making in surgical operations.
  - **Space Needle:** Led design for an immersive VR experience, enhancing visitor engagement with interactive 3D visuals. | [learn more](#)
  - Create compelling concept designs and illustrations to drive messaging and the sales of projects.
  - Define UX strategy and UI language for emerging tech 3D worlds, using common design programs, like Adobe Creative Cloud Suite, as well as developing new communication of these for the understanding landscape of virtual and augmented reality.
  - Employ environmental design knowledge to define user engagement, interaction, and movement through 3D augmented, virtual, and mixed reality worlds.

## 8NINTHS, INC.

### **Lead Visual Designer | April 2017 – October 2018**

- Deliver rapid prototyping of web, app, and virtual projects through sketching, whiteboarding, and prototyping applications like Sketch, Figma, Illustrator, and Photoshop
- Creation of product design, branding, and marketing materials across print, web, app, and virtual environments.
- Direct, film, and animate video content to exemplify 3D projects across marketing platforms.

## RHODESWORKS, LTD

### **Graphic Designer | February 2017 – September 2018**

- Conceive of creative and appropriate graphic solutions to business problems.
- Apply design and typography, in print and on the web.

## Kanawha Design Studio, LLC

### **Environmental Designer, Graphic Designer | September 2016 – January 2017**

- Communicate and understand the needs of clients, fabricators, and printers to deliver on quick turn-around projects
  - Utilize 3D programs including Rhino to create environmental mockups and technical drawings to express the vision for architectural projects.
  - Work with common 2D software, including the Adobe Create Cloud Suite, to create graphic design and visual storytelling elements to drive successful client work.
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## Education

### **SEATTLE CENTRAL CREATIVE ACADEMY**

A.A.S. in Graphic Design

### **SOUTH SEATTLE COMMUNITY COLLEGE**

A.A.S. Culinary Arts/ Chef Training



# Alan Luder

UI/UX VISUAL DESIGNER

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## Profile

Alan is a versatile Designer with over ten years of experience in print and digital design. He has delivered quality design solutions for companies such as Microsoft, Providence, Space Flight, UW Medicine, and many small businesses. In addition, he has experience working in corporate and agency environments and managing freelance projects.

Portfolio: [alanluder.com](http://alanluder.com)

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## Skills

### TECHNICAL

- Adobe Suite
- Figma
- Adobe XD
- InVision
- Microsoft PowerPoint
- Microsoft Word
- UX Strategy
- Visual Brand Identity

### FUNDAMENTAL

- Creative Thinking
- Adaptability
- Art Direction
- Conceptualization
- Team Player
- Detail Oriented
- Creative Thinking
- Adaptability
- Art Direction

## Professional Experience

**KOPIUS, INC.** (formerly Valence Group, Inc.)

**UI/UX Visual Designer | September 2020 – Present**

- Generate ideas to improve web and product experiences.
- Projects: Space Flight (UI/UX Website/Application), Microsoft MTC (UI/UX Digital Experience), Providence Research Network (Website), Xpansiv (UX Strategy Website), and ASM Scholarships (UI/UX Mobile/Web Application)
- Establish and implement the visual direction for products.
- Working with stakeholders to understand business goals and create solution options.

- 
- Collaborate with cross-disciplinary teams to evaluate research findings, improve user flows, implement product features, wireframing prototyping and ensure final visual design translation.

## ONE SUMMIT MEDIA

### **Lead Brand Designer | January 2019 – September 2020**

- Coordinated the company's visual rebranding efforts and improved user experiences.
- Championed internal process improvements and partnered with cross-disciplinary teams and leadership in developing a broad range of creative solutions.

## JENNERGY, INC

### **Art Director/Senior Designer | April 2008 – December 2018**

- Successfully led the conceptualization, art direction, and design across multiple projects in visual branding, campaign, and digital experiences that exceeded goals and expectations.
- Worked with clients and leadership in managing estimates, projects, budgets, and timelines.
- Mentored junior designers, providing leadership and guidance on direction, style, and methodology.

## GRAVITEC SYSTEMS, INC

### **Designer | May 2007 – April 2008**

- Worked with managers and ownership to created corporate marketing graphics, website, keynotes, and monthly training manuals.
- 

## Education

### **ART INSTITUTE OF SEATTLE**

Associates Applied Arts Graphic Design

### **INTERACTION DESIGN FOUNDATION**

Design Thinking Course

UX Designer Course

UI Design Patterns Course

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# Angela Kaiser

DIGITAL MARKETING MANAGER

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## Profile

Knowledgeable Digital Marketing Consultant with more than 7 years of experience in digital media sales, strategic planning, campaign management, and data analysis. Recent projects involved cloud B2B marketing and sales enablement and also highly knowledgeable in display, mobile, video, email, paid/organic social, and content marketing. Believes in a data-driven approach to developing strategies, storytelling, and campaign optimization. Excellent reputation for team collaboration, adaptability, and resolving problems in a crisis.

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## Skills

- Account/Campaign Management
  - Data Storytelling
  - Digital Media Strategy & Planning
  - B2B Cloud & Solution Marketing
  - Brand Enablement
  - Project Management
  - Paid Social/Display/Native
  - Content Partnerships
  - Data Analysis, Optimization, & Recommendation
  - Workplace Modernization Marketing
- 

## Professional Experience

### Kopius Inc. (formerly Valence Group Inc.) (Microsoft – Azure)

*Marketing Consultant*

April 2020 – Present

- Working with Solution Assessment Team to support their role in driving Microsoft sponsored Cloud assessments for engagement managers in the field
- Created website and collateral brand audit for teammates to follow and keep track of all changes involved in the rebranding from Cloud Economics Team to Solutions Assessment Team
- Research and organize data for ~95 cloud assessment companies throughout the US to use in Solution Assessment Partner team could rank and vet potential partners.

### ISoftStone Inc. (Microsoft - Azure)

*Marketing Consultant*

June 2018 – October 2019

- Collaborated with sales team to develop and pitch to Microsoft which lead to our FY19/FY20 Azure C+E Marketing project win

- Built, implemented and updated effective go-to market digital media strategies for Microsoft Azure Product Marketing Managers and their stakeholders
- Demonstrated flexibility working with internal team members to remedy any issues and preemptively coming up with solutions
- Planned and worked with publishers (Tech Crunch, Venture Beat and Recode Decode etc.) and Microsoft stakeholders to develop custom content partnerships
- Analyzed consumer behavior data to develop and budget campaigns tailored to different media outlets to achieve the company's advertising objectives

### **Publicis Sapient (Nike)**

*Account Manager*

April 2016 – June 2018

- Managed large awareness and direct response campaigns via display and social platforms during key Nike initiatives (2018 React release, 2017 Air Max Day, 2016 Olympics, 2016 MLB World Series, etc.)
- Analyzed campaign data to provide a detailed campaign story and optimization recommendations to key Nike stakeholders, ensuring all KPIs were met
- Bridged gap between Nike and digital publishers to create a seamless campaign from RFP to wrap-up report

### **Yahoo Advertising/Brightroll**

*Performance Account Manager*

August 2013 – April 2016

- Participated in strategy and managed execution for display, native, video, and search campaigns on Yahoo O&O and the Brightroll DSP platform
- Analyzed overall client performance and recommended the reassessment of specific plan goals
- Built and maintained relationships with a portfolio of key clients and partners
- Supported RFP planning and partner presentations, and served a key role on all stages of campaign execution from RFP through to end-of-campaign wrap up

### **Groupon**

*Account Manager*

2012 – 2013

### **Fifth Third Bank**

*Customer Service Representative*

2011 – 2012

## **EDUCATION**

### **Saginaw Valley State University – Bay City, MI**

Bachelor of Arts: Communications – 05/2011