

124065 O5 ARVA File 1 of 4 (Corp Overview, Technical Response and Contractual Agreement Form)

ARVA's ONE RED RFP RESPONSE

Section: Corporate Overview and Technical Response

Cost Sheet - attached separately (File 3 of 4)

A. SOLICITATION RESPONSE SUBMISSION

1. CORPORATE OVERVIEW

ARVA combines **predictive AI with a deep-rooted cooperative network** to de-risk agricultural supply chains. We view farmer-cooperatives as our 'forward-deployed' partners, allowing us to embed deeply in local operations without the unscalable overhead of a services firm. This allows ARVA to maintain a high-margin software core while delivering the high-touch agronomic support required to transition 5 million+ acres to regenerative practices

a. BIDDER IDENTIFICATION AND INFORMATION

ARVA Intelligence
4400 Post Oak Parkway
Suite 1400
Houston, TX 77027

DE Corporation
Est. 2018

b. FINANCIAL STATEMENTS

ARVA Intelligence is a privately held corporation established in 2018 and operating continuously since formation. The company is profitable and maintains positive operating margins, supported by recurring program administration and technology licensing revenue across multiple multi-year engagements.

Over the past three years, ARVA has administered approximately \$100 million in verified incentive payments to agricultural producers and channel partners through structured,

audit-ready workflows. This operational scale reflects both financial capacity and disciplined financial controls.

ARVA maintains strong banking relationships, appropriate working capital reserves, and internal financial governance processes overseen by executive leadership and finance personnel. The company carries appropriate insurance coverage and maintains financial controls aligned with public-sector program administration requirements.

A banking reference will be provided upon request. ARVA Intelligence has not experienced any contract terminations for default and has demonstrated consistent operational and financial stability in support of large-scale agricultural initiatives.

c. CHANGE OF OWNERSHIP

N/A

d. NE OFFICE LOCATION -

ARVA Intelligence
14301 FNB Parkway, Suite 100, Omaha, Nebraska, 68154, United States of America
Mobile Phone: 402-800-8941
Receptionist: 402-507-5000

e. RELATIONSHIPS WITH THE STATE

ARVA Intelligence has not held a contract with the State of Nebraska within the previous three (3) years. ARVA has engaged with Nebraska stakeholders through industry collaboration and program development discussions related to farmer enrollment, agronomic support, and data workflows for regenerative and climate-smart agriculture initiatives.

Separately, ARVA supports producers and channel partners operating in Nebraska and the broader Midwest through programs designed to enable on-farm data collection, verification, and incentive payment operations, including initiatives supporting corporate supply chain reporting readiness (e.g., Scope 3) and regenerative practice adoption. These efforts provide relevant experience for ONE RED in stakeholder coordination, producer support, data integrity controls, and operational grant/payment workflows. We have paid out ~\$100m in farmer and channel partner incentives over the last three years. In 2025 alone, ARVA supports nearly 94,000 acres across Nebraska producers through 13 Channel Partners, demonstrating established regional infrastructure and active field-level data governance within the state.

If awarded, ARVA will formalize coordination through NDWEE-approved governance, documentation, and reporting procedures.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

To the best of our knowledge, no Party named in ARVA Intelligence's solicitation response is or was an employee of the State of Nebraska within the past six (6) months. Additionally, as of the solicitation response due date, **no** employee of any agency of the State of Nebraska is employed by ARVA Intelligence or proposed as a subcontractor to ARVA Intelligence for this project. If any such relationship is identified prior to award, ARVA Intelligence will disclose it promptly to the State for review.

g. CONTRACT PERFORMANCE

ARVA Intelligence has **not** had any contract terminated for default during the past five (5) years. ARVA Intelligence has also **not** had any contract terminated for convenience, non-performance, non-allocation of funds, or any other reason during the past five (5) years.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

Project Example: Multi-State Carbon Intensity and Incentive Payment Program

Over the past three years, ARVA Intelligence has served as prime program operator for multi-state regenerative agriculture initiatives involving Carbon Intensity (CI) calculation, producer enrollment, verified data collection, and incentive disbursement. These programs required development of secure data infrastructure, automation of ACH-based payments, 1099 reporting support, and integration of third-party agronomic service providers into a governed workflow environment.

ARVA implemented a "Sovereign Data" framework ensuring producer ownership of farm-level data while enabling validated CI score reporting for downstream market use. The program incorporated GREET-aligned modeling logic, structured review workflows, and tiered incentive payments tied to verified agronomic practices.

These engagements are directly comparable to ONE RED in terms of governance complexity, multi-party coordination, secure data handling, and defensible documentation across verification and payment cycles.

i. QUALIFICATION REQUIREMENTS

- a)** Experience working with government agencies or large-scale grant programs, ensuring familiarity with public-sector requirements, regulatory standards, and reporting protocols.

Experience Working with Government Agencies and Large-Scale Grant Programs

ARVA Intelligence has direct experience supporting federally funded and government-aligned programs, including work associated with the U.S. Department of Energy (DOE), U.S. Department of Agriculture (USDA), and USDA Climate-Smart Commodities initiatives. Our work has required compliance with public-sector reporting standards, structured documentation protocols, financial accountability controls, and audit-readiness expectations consistent with federal grant administration frameworks.

ARVA's operational model incorporates governance cadence, approval gates, traceable documentation, and reporting workflows aligned to public-sector oversight requirements. We are familiar with agency review processes, data validation expectations, payment documentation standards, and multi-year performance reporting obligations typical of federally funded agricultural programs.

- b)** Expertise implementing secure platforms to handle sensitive data, encryption protocols, cybersecurity best practices, and compliance with data privacy regulations such as GDPR, CCPA, or other applicable state/federal standards.

Secure Platform Implementation and Data Protection

ARVA designs and operates secure, cloud-based infrastructure to manage sensitive agricultural data, including farm-level production data, carbon intensity calculations, agronomic inputs, and financial transaction records.

Our security architecture includes:

- Encryption of data in transit (TLS 1.2+) and at rest (AES-256 or equivalent)
- Role-based access controls and least-privilege permissioning
- Multi-factor authentication for administrative users
- Segregation of duties across intake, review, and payment workflows
- System logging, timestamped audit trails, and traceable modification history
- Periodic vulnerability assessments and security review practices aligned with NIST and industry cybersecurity standards

ARVA's controls are designed to align with public-sector data protection expectations and relevant privacy regulations, including GDPR and CCPA principles where applicable.

- c)** A record of building systems to handle digital payment systems and integrating automated payment solutions, such as ACH transfers, digital wallets, and other direct payment methods that streamline financial disbursements.

Digital Payment Systems and Automated Disbursement Infrastructure

ARVA has built and operated systems that administer financial incentives and payments to agricultural producers at scale. Our platform integrates secure ACH-based payment workflows, automated eligibility validation, rule-based payment authorization triggers, transaction reconciliation tracking, and exception management queues.

We have experience supporting incentive disbursements tied to verified agronomic data submissions and program compliance requirements. Payment workflows are supported by:

- Documented approval gates
- Audit-preserving transaction logs
- Duplicate-payment detection controls
- Reconciliation reporting suitable for agency oversight

This experience directly aligns with ONE RED's requirement for automated, defensible incentive payment operations.

- d) A strong background in user experience and interface design to ensure the platform is intuitive, especially for non-technical users.

User Experience and Interface Design for Agricultural Producers

ARVA's platform is designed for producers, agronomists, and channel partners who may not be technical users. Our approach emphasizes:

- Clear, guided workflows
- Simplified dashboards
- Status visibility for submissions and payments
- Reduced administrative friction
- Structured intake support with assisted pathways where necessary

We incorporate producer and channel partner feedback into interface updates to ensure clarity, adoption, and operational efficiency across diverse farm operations.

- e) Experience with mobile-friendly design to ensure the platform is accessible across devices, particularly for users in rural or remote areas.

Mobile-Friendly and Rural Accessibility Design

Recognizing that agricultural users often operate in field environments with variable connectivity, ARVA designs mobile-responsive interfaces optimized for tablets and smartphones. Key design features include:

- Responsive layouts for low-bandwidth environments
- Simplified submission workflows
- Save-and-return functionality
- Minimal reliance on high-speed broadband
- Compatibility across modern mobile browsers

This design philosophy supports accessibility across rural and remote regions consistent with Nebraska’s agricultural landscape.

- f) An established track record of providing customer support through multiple channels, ensuring real-time help with system navigation or technical issues

Multi-Channel Customer Support and Producer Assistance

ARVA provides structured, multi-channel support including:

- Named account rep per Channel Partner
- Email-based intake
- Web-based ticketing
- Phone support
- Escalation pathways for technical and data issues
- Tiered support routing (participant support, operations review, technical escalation)

Our support model is built to reduce friction for producers while preserving documented workflows and escalation procedures aligned with program governance requirements.

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

SUMMARY OF ORGANIZATIONAL CAPACITY

ARVA Intelligence operates as a multi-disciplinary agricultural data and program operations company structured to support large-scale, compliance-driven initiatives involving producer enrollment, secure data management, incentive payments, and audit-ready reporting. Our organization integrates executive leadership, agronomy and soil science expertise, sustainability and environmental asset accounting, AI and data engineering, grant operations, compliance oversight, and customer support within a coordinated operating model.

This integrated structure enables ARVA to execute programs requiring both advanced technical infrastructure and disciplined public-sector operational controls.

Executive Leadership and Governance

ARVA's executive leadership team provides strategic oversight, financial accountability, and operational governance across all major programs. Executive leadership includes:

- Chief Executive Officer
- Chief Operating Officer
- Chief Technology Officer
- Chief Financial Officer
- Chief Revenue Officer

Executive leadership maintains structured governance cadence, escalation protocols, performance reporting oversight, and financial controls consistent with federally funded and state-administered programs. The Chief Financial Officer and compliance leadership oversee financial integrity, audit support, and reporting controls.

Grant Operations, Compliance, and Financial Controls

ARVA maintains an internal compliance and sustainability solutions function with experience in:

- Carbon accounting and environmental asset quantification
- Audit preparation and documentation readiness
- Financial controls and reconciliation procedures
- Reporting compliance aligned with public-sector program expectations

The finance and compliance teams operate documented approval gates, segregation-of-duties controls, and transaction traceability workflows suitable for incentive payment administration and grant program oversight.

Soil Science and Agronomy Expertise

ARVA's agronomy and soil science team includes PhD-level soil scientists, modeling scientists, and agronomic specialists with experience in:

- Carbon intensity modeling
- Agricultural systems modeling
- Regenerative practice assessment
- Field-level data validation and interpretation

This expertise supports credible CI calculations, verification workflows, and technical program support functions necessary for statewide agricultural initiatives.

AI, Data Engineering, and Secure Platform Infrastructure

ARVA operates a dedicated AI and data engineering organization responsible for:

- Cloud-based infrastructure management (AWS-hosted environment)
- Secure data ingestion and processing pipelines
- CI modeling and analytics workflows
- Role-based access controls and system logging
- Payment workflow integrations
- API and data integration capabilities

The data engineering team includes specialists in secure application development, automation systems, cloud architecture, and data governance. Platform controls are designed to support encryption in transit and at rest, audit-preserving logs, access traceability, and scalable system performance.

Operations and Business Intelligence

ARVA maintains a structured operations and business intelligence team responsible for:

- Program management
- Workflow administration
- Performance reporting
- KPI monitoring
- Enrollment tracking
- Payment reconciliation support
- Stakeholder reporting dashboards

This team translates farm-level data into structured performance reporting suitable for agency oversight and executive review.

Channel Partner and Producer Support Infrastructure

ARVA operates a distributed channel partner engagement model that enables localized producer support while maintaining centralized workflow controls. Dedicated relationship managers and customer success personnel support:

- Producer onboarding
- Application assistance
- Data submission guidance
- Status tracking and inquiries

- Issue escalation

This hybrid model enables statewide reach without requiring duplicative field office infrastructure.

Research and Development Capacity

ARVA maintains an internal research and development function focused on:

- Continuous improvement of CI modeling methodologies
- Integration of updated regulatory and scientific guidance
- Enhancement of validation and verification workflows
- Adaptation to evolving carbon market and sustainability reporting standards

This capability supports long-term program adaptability and compliance with evolving regulatory expectations.

Organizational Depth and Scalability

A detailed organizational chart identifying our leadership team, reporting relationships, and primary functional responsibilities for the ONE RED program is included with this submission. ARVA has identified key personnel for executive oversight, program management, grants administration, compliance, technology, and producer support functions. (Denise Leleux, Andrew Baskin, Ron Osborne, Greg Ladeveze, and many others!)

Resumes for proposed personnel are available upon request and will be provided in accordance with Solicitation requirements. Any changes to proposed personnel will be submitted to NDWEE for written approval prior to implementation.

j. SUBCONTRACTORS

ARVA Intelligence does not anticipate reliance on subcontractors to execute the core technical, data, security, grant administration, or payment processing requirements of the ONE RED program. These functions will be performed by ARVA personnel under NDWEE oversight.

ARVA operates through an established network of agricultural channel partners that support producer engagement and onboarding within their existing relationships. These channel partners function as outreach and enrollment collaborators rather than subcontractors performing State-funded technical deliverables. ARVA remains fully responsible for all contract performance, compliance, and reporting obligations.

Should limited, specialized services (e.g., targeted communications or advisory support) require formal subcontracting during program implementation, ARVA will seek NDWEE approval prior to engagement and ensure all such arrangements comply with contract requirements.

We have budgeted \$1.5m for financial and data audits as well as to assist us with farmer outreach and marketing. No specific vendors have been confirmed at this time.

2. TECHNICAL RESPONSE

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

- a. Understanding of the project requirements.
- b. Proposed development approach;
- c. Technical requirements (*see Attachment A*);
- d. Detailed project work plan; including milestones and associated timeframes

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:	ARVA
ADDRESS:	4400 Post Oak Pkwy, Ste 1400, Houston, TX 77027
PHONE:	(435) 631-9660 (main) / (337) 501-8246 (Denise)
EMAIL:	d.leleux@arva.com
BIDDER NAME & TITLE:	Denise Leleux, COO
SIGNATURE:	<i>Denise Leleux</i>
DATE:	2/23/26

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

NAME:	Andrew Baskin
TITLE:	Director, Channel Partner
PHONE:	(515) 343-0029
EMAIL:	a.baskin@arva.com

ARVA'S ONE RED RFP RESPONSE

Executive Summary

Nebraska Ag Data Bank and Grants Program (ONE RED) RFP No. 124065 O5

The Nebraska Department of Water, Energy, and Environment (NDWEE) is advancing the landmark, producer-centered Opportunity for Nebraska: Reducing Emissions and Decarbonization (ONE RED) program. This initiative positions Nebraska agriculture for global competitiveness while strengthening soil health, water stewardship, and long-term farm resilience. The Nebraska Ag Data Bank and Grants Program is foundational to this effort, demanding a trusted, secure, and permanent digital infrastructure capable of serving as public program infrastructure through 2029 and beyond.

ARVA proposes to design, implement, and operate the Nebraska Ag Data Bank and associated Precision and Regenerative Agriculture Grants Digital Interface as a uniquely qualified partner. We are a world leader in Scope 3 emissions accounting and 45Z-aligned technology and program development. Our expertise includes delivering systems that integrate Carbon Intensity (CI) measurement, financial incentive disbursements to farmers globally, producer and Approved Service Provider (ASP) data governance, and compliance requirements.

This proposal is grounded in a clear executive philosophy: the Nebraska Ag Data Bank and Grants Program must be trusted and durable public infrastructure, not merely a software application. It must be built to last. Our solution builds producer trust, withstands federal and state audit scrutiny, and can adapt to evolving agricultural practices, carbon intensity accounting methodologies, and regulatory guidance.

Producer Trust and Data Ownership

The global success of ARVA in managing emission quantification programs for companies like Nestle, Pepsi, and Mondelez rests on our technical and operational systems that protect producer data and ownership. The proposed Data Bank architecture puts this experience into action through transparent digital consent mechanisms, auditable access controls, and a clear separation between data ownership, data access, and data use. We reinforce the deliberate use of the term "Data Bank," not "Registry," throughout the system design, user experience, and governance workflows to ensure producers retain confidence and control over their information.

Scientific Integrity and Market Credibility

The CI Data Bank is designed to serve as the definitive performance measurement and reporting platform. We verify all third-party CI submissions using the Argonne National Laboratory GREET model, guiding our compliance with nationally recognized and regulated standards. This verification framework ensures Nebraska producers can confidently engage with market participants and incentive programs while maintaining compliance with federal regulations.

Secure, Scalable, Government-Grade Technology for the Public Sector

All production systems will be deployed on Amazon Web Services, selected for its proven reliability supporting top-secret federal and state government workloads, global agribusinesses, and the world's largest financial services firms. The proposed architecture employs serverless computing, encrypted data storage, automated scaling to support exponential growth, continuous monitoring to detect, alert, and prevent threats and bad-actors, and immutable audit logging. This approach ensures ARVA meets and exceeds NDWEE's requirements for security, privacy, resilience, and 99.5% system uptime.

AWS's extensive compliance investments including SOC, ISO, and NIST-aligned frameworks, combined with ARVA's annual third-party cybersecurity audits, ensures the platform remains audit-ready, defensible, and resilient against emerging threats throughout the life of the program.

Integrated Carbon Intensity Producer Management and Grants Administration

Our solution, which includes CI data processing, payment processing, and administration and Agriculture grant administration, exists within a unified digital platform with consistent and globally trusted technologies. Ongoing producer application management, automated data processing and verification, policy-driven payment processing, and real-time permission-based participant visibility tools for administrators are all designed to reduce administrative burden while increasing transparency and accountability.

Federal Accountability and Long-Term Stewardship

The platform's reporting and analytics capabilities are designed to simultaneously serve NDWEE leadership, federal agency oversight such as the United States Environmental Protection Agency, and public accountability requirements. Quarterly and annual reports, monitoring and evaluation dashboards, and centralized audit documentation ensure alignment with NDWEE governance expectations.

ARVA approaches post-launch operations as a tier-1 responsibility, committing to continuous maintenance, continuous security updates and patching, vulnerability monitoring, performance monitoring, and program support through September 2029 and any subsequent contract renewals. ARVA will function as an embedded IT partner to NDWEE that also supports stakeholder engagement, Approved Service Provider oversight, risk management, and documentation; all while ensuring NDWEE’s policy authority and strategic infrastructure control.

Conclusion

This proposal delivers a secure, producer-centric, and future-proof Nebraska Ag Data Bank and Grants Program. By combining AWS-backed infrastructure, GREET-aligned scientific verification, disciplined IT and infrastructure governance, and long-term operational commitment, ARVA is prepared to support NDWEE’s ONE RED objectives and position Nebraska as a national leader in agricultural data stewardship, incentive program integrity, and climate-smart agricultural innovation.

Item #	DELIVERABLES	Preference
	<p>1. DATA BANK: Design, Develop, and maintain a secure data management and reporting platform for a Nebraska-Based Carbon Intensity (CI) Score Data Bank tailored around Nebraska’s specific agricultural, economic, and environmental landscape.</p> <ul style="list-style-type: none"> a. Maintain control over data to reassure participants the data will be maintained and used in a way that protects a participants’ privacy. (See below and Section E) b. Support data management via an approved API c. Establish a process for producer consent for 3rd party vendor logging of CI scores and data within the Data Bank. d. Readily customizable to allow for changes in Nebraska agricultural sector demands. e. Confirmation of vendor estimations utilizing Argonne Laboratory’s GREET model f. Compatibility with established national and international registries to allow Nebraska’s participants the ability to transition between products is preferred. 	<p>Thru Sep 2</p>
	<p>System Design and Development</p> <ul style="list-style-type: none"> a. Develop a secure, scalable, and user-friendly digital platform that allows third-party approved service providers to upload verified CI scores for participating participants. 	

<p>1.1</p>	<ul style="list-style-type: none"> b. Create an intuitive interface where participants can access their CI scores, track payment status, and monitor their historical data. c. Design a backend system capable of storing and organizing large volumes of CI score data, with advanced search, filtering, and reporting capabilities. d. Integrate a payment system that automates the issuance of incentive payments once a valid CI score has been received, verified, and confirmed. e. Ensure API integration with third-party vendors who will upload CI scores, including verification of authorized vendors and standardizing data formats for seamless input. <p>ARVA RESPONSE:</p> <p>System Design and Development</p> <p>From an executive perspective, the CI Data Bank is the foundational trust layer of the ONE RED agricultural strategy. ARVA will design the platform to ensure that CI scores are not only technically valid, but institutionally credible to producers, regulators, and downstream market participants including refineries and ASP agribusiness stakeholders.</p> <p>Key executive design principles include:</p> <ul style="list-style-type: none"> ● Producer Sovereignty Over Data <ul style="list-style-type: none"> ○ Explicit, auditable consent mechanisms for all third-party data submissions ○ Clear separation between data ownership, data access, and data use ○ Terminology and user experience aligned with NDWEE’s deliberate choice of “Data Bank,” not “Registry” ● Institutional Reliability <ul style="list-style-type: none"> ○ Cloud-native architecture using AWS to ensure security, resilience, elasticity, and ongoing infrastructure price efficiency ○ Architecture designed to support growth in both participation and data complexity without re-platforming ● Policy-Driven Automation <ul style="list-style-type: none"> ○ CI incentive payments executed only after NDWEE-defined validation and approval thresholds are met ○ Rules engines that allow NDWEE to modify program parameters without system redevelopment 	<p>Jun 2</p>
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	<ul style="list-style-type: none"> ● Scientific Integrity <ul style="list-style-type: none"> ○ Verification of CI scores using Argonne National Laboratory’s GREET model, ensuring alignment with nationally recognized methodologies ○ Structured workflows to flag, review, and resolve anomalous submissions <p>This approach ensures the CI Data Bank functions as a credible performance metric platform, not merely a data repository.</p>	
1.2	<p>Data Security and Privacy (See Section V.E for additional background)</p> <ol style="list-style-type: none"> a. Implement robust cybersecurity measures to protect sensitive data, including encryption of both in-transit and at-rest data. b. Ensure data privacy compliance with relevant regulations (e.g., GDPR, CCPA, or applicable federal/state regulations) to protect participants’ confidential information. c. Authenticate and verify third-party approved service providers to ensure only approved, verified entities can upload CI scores, minimizing the risk of fraudulent or erroneous data entries. d. Conduct and report on an annual cybersecurity audit whose team includes Certified Information Systems Auditors (CISA), Certified Information Security Managers (CISM), or Certified Information Systems Security Professionals (CISSP). <ol style="list-style-type: none"> i. The entity should have expertise in SOC 2 (System and Organization Controls), ISO/IEC 27001 (Information Security Management Systems), and NIST (National Institute of Standards and Technology) cybersecurity frameworks to ensure a high level of technical scrutiny. <p>ARVA RESPONSE:</p> <p>Data security is treated as a governance obligation, not a technical afterthought. ARVA’s security posture is designed to withstand regulatory audits, public records scrutiny, and evolving cybersecurity threats.</p> <p>Executive security commitments include:</p> <ul style="list-style-type: none"> ● Defense-in-Depth Architecture <ul style="list-style-type: none"> ○ Encryption of all sensitive data in transit and at rest using AWS Key Management Service ○ Identity and access management via AWS Cognito with strict role-based access controls ○ Mandatory multi-factor authentication for all privileged users 	Jun 2

	<ul style="list-style-type: none"> ● Continuous Oversight and Auditability <ul style="list-style-type: none"> ○ System monitoring, alerting, and reporting via AWS CloudWatch ○ Immutable audit trails via AWS CloudTrail ○ Full traceability of user access, CI score submissions, and financial transactions ● Compliance Readiness <ul style="list-style-type: none"> ○ AWS environments supporting the platform maintain certifications including: <ul style="list-style-type: none"> ■ SOC 1, SOC 2, and SOC 3 ■ ISO/IEC 27001, 27017, and 27018 ■ Alignment with NIST cybersecurity frameworks <p>Annual third-party cybersecurity audits involving CISA, CISM, or CISSP-certified professionals will be conducted and shared with NDWEE, reinforcing transparency and accountability.</p>	
1.3	<p>Payment Processing Integration</p> <ol style="list-style-type: none"> a. Automate incentive payments to participants based on predefined rules and thresholds determined by NDWEE once a valid CI score is confirmed. b. Integrate with banking or payment systems (e.g., ACH, digital wallets, or direct deposit platforms) to facilitate timely and accurate payments to participants. c. Track and report payments in real-time, offering participants a clear view of payment status and transaction history. <p>ARVA RESPONSE:</p> <p>From a program integrity standpoint, incentive and grant payments represent both a critical trust signal to producers and a financial control obligation to the State and federal funding partners. ARVA treats payment processing as a regulated program function that must balance compliance, transparency, operational efficiency, and producer expectations.</p> <p>ARVA will ensure that all payment processing workflows are fully compliant with NDWEE requirements, applicable State of Nebraska financial controls, and federal grant management and audit standards, including requirements associated with EPA-funded programs. Payment logic will be policy-driven, configurable, and governed by</p>	Jun 2

NDWEE-defined rules to ensure that no funds are disbursed without appropriate verification, approval, and documentation.

Key executive commitments include:

- Policy-Driven and Compliant Disbursement
 - Incentive and grant payments will be executed only after CI scores or cropping data are received, verified, confirmed, and approved in accordance with NDWEE-defined thresholds and program rules.
 - Payment workflows will be aligned with applicable state fiscal controls, segregation-of-duties requirements, and federal grant compliance obligations.
 - All payment events will be fully traceable from submission through approval and disbursement, supporting internal review and external audit.

- Flexible and Producer-Centered Payment Options
 - The platform will support flexible electronic payment options, including ACH and direct deposit, and will be designed to accommodate additional electronic payment mechanisms as approved by NDWEE.
 - Payment configuration will balance regulatory compliance with producer expectations for timeliness, reliability, and clarity.
 - The system will be adaptable to evolving payment requirements, banking standards, or policy changes over the life of the program without requiring system redesign.

- Transparency and Participant Visibility
 - Participants will have real-time visibility into payment status, payment history, and supporting documentation through secure dashboards.
 - Clear status indicators and notifications will reduce uncertainty and administrative inquiries, reinforcing producer confidence in the program.

- Auditability and Financial Oversight
 - Comprehensive financial records, payment logs, and audit trails will be maintained for all disbursements.
 - Payment data will be available for NDWEE review, reconciliation, and reporting to federal oversight entities.
 - The system will support routine audits, ad hoc reviews, and public accountability requirements without additional manual intervention.

	<p>This approach ensures that payment processing is secure, compliant, flexible, and transparent, reinforcing producer trust while protecting NDWEE and the State of Nebraska from financial, regulatory, and reputational risk.</p>	
<p>1.4</p>	<p>System Validation and Quality Assurance</p> <ol style="list-style-type: none"> a. Test the platform thoroughly for functionality, scalability, security, and usability before launch. b. Perform continuous quality assurance (QA) and updates to ensure system stability and performance as usage scales up. c. Review and conform to NDWEE’s Quality Assurance Project Plan (QAPP) for this project. See Attachment B d. Provide support for future upgrades, including the ability to adapt to changing requirements or integration with additional functionalities (e.g., integration with carbon markets). <p>ARVA RESPONSE:</p> <p>Quality assurance is treated as a continuous operational discipline, not a one-time launch activity.</p> <p>ARVA will:</p> <ul style="list-style-type: none"> ● Align all validation activities with NDWEE’s Quality Assurance Project Plan (QAPP) ● Maintain sandbox environments for testing updates prior to production deployment ● Support future integrations, including evolving carbon market mechanisms, without destabilizing core operations 	<p>Jun 2</p>
<p>1.5</p>	<p>User Training and Support</p> <ol style="list-style-type: none"> a. Develop training materials (e.g., user manuals, video tutorials) to help both participants and third-party service providers navigate the platform. b. Provide ongoing customer support for technical issues, including troubleshooting and real-time problem resolution. c. Set up a help desk or support center with multiple communication channels (e.g., phone, email, chat) to handle queries from participants, vendors, and administrators. <p>ARVA RESPONSE:</p>	<p>Aug 2</p>

	<p>Executive success of the program depends on adoption and confidence, not merely availability.</p> <p>ARVA will provide:</p> <ul style="list-style-type: none"> ● Role-specific training for producers, ASPs, and administrators ● Clear, accessible documentation that supports varying levels of technical sophistication ● A responsive, multi-channel support model that reinforces trust and program continuity 	
<p>1.6</p>	<p>Data Reporting, Analytics, and Evaluation</p> <ol style="list-style-type: none"> a. Build robust data reporting features that allow program administrators to track submissions, analyze CI score trends, and generate customized reports. b. Enable advanced analytics that can monitor key performance indicators (KPIs), such as average CI reductions across the state, incentive payout totals, and farm-level improvements. c. Integrate data export functionalities for ease of reporting to stakeholders, including the EPA and other regulatory bodies. d. Provide quarterly reports to the NDWEE summarizing: <ol style="list-style-type: none"> i. Program milestones and accomplishments ii. Enrollment and participation statistics iii. Challenges encountered and mitigation strategies iv. Financial tracking and budget updates e. Submit comprehensive annual reports including: <ol style="list-style-type: none"> i. Year-to-date summaries of all program activities ii. Cumulative financial statements iii. Assessment of program effectiveness and environmental outcomes f. Environmental Impact Reporting - Provide detailed environmental outcome data in each report, including: <ol style="list-style-type: none"> i. Carbon intensity (CI) reductions (e.g., tons of CO₂-equivalent avoided or reduced) ii. Soil health improvements (e.g., organic matter increases, erosion reductions) iii. Water conservation metrics (e.g., acre-feet saved, improvements in efficiency) g. Monitoring & Evaluation (M&E) System Implementation - Design and implement a robust monitoring and evaluation framework to assess: <ol style="list-style-type: none"> i. Performance of grant-funded projects ii. Effectiveness of the CI Data Bank platform iii. Adoption rates and outcomes of regenerative practices h. Performance Metrics & KPIs - Track and report against clear, quantifiable metrics, including but not limited to: 	<p>Sep 2</p>

	<ul style="list-style-type: none"> i. Tons of CO₂ reduced or avoided ii. Acres of regenerative practices adopted iii. Number and type of conservation practices implemented iv. Changes in baseline vs. post-implementation CI scores i. Data Transparency & Accountability - Ensure open and auditable documentation of all program activities, financials, and outcomes <ul style="list-style-type: none"> i. Maintain a centralized reporting system or dashboard that supports data sharing with EPA, NDWEE, and other stakeholders as required j. Align all reports with applicable EPA and DWEE guidelines and timelines. <ul style="list-style-type: none"> i. Ensure proper documentation for audits, evaluations, and public recordkeeping <p>ARVA RESPONSE:</p> <p>Reporting is designed to meet three simultaneous audiences:</p> <ul style="list-style-type: none"> 1. NDWEE program leadership 2. Federal oversight entities such as the United States Environmental Protection Agency 3. Producers, ASPs, and other requested stakeholders <p>The platform will deliver:</p> <ul style="list-style-type: none"> ● Quarterly and annual program performance reports ● Environmental outcome reporting (CI reductions, soil health, water conservation) ● Monitoring & Evaluation dashboards tied to clear KPIs ● Centralized, auditable documentation aligned with EPA and NDWEE timelines 	
1.7	<p>Maintenance and Updates (See Section V.E for additional background)</p> <ul style="list-style-type: none"> a. Provide ongoing system maintenance to ensure the platform remains secure, up-to-date, and optimized for performance. b. Offer post-launch updates to enhance functionality, fix bugs, and incorporate new features based on user feedback or evolving program requirements. c. Monitor system performance to ensure 99.5% uptime reliability and quick resolution of any issues that arise. <p>ARVA RESPONSE:</p>	Sep 2

	<p>ARVA views long-term operations as a stewardship responsibility.</p> <p>Throughout the agreement and provision of services, ARVA commits to:</p> <ul style="list-style-type: none"> ● Maintaining ≥99.5% system uptime ● Proactive monitoring and incident response ● Continuous security patching and feature enhancement ● Structured change management to accommodate evolving policy needs 	
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	<p>2. PI & CI GRANTS DIGITAL INTERFACE: Design, Develop, and Maintain a digital interface for the Precision and Regenerative Agricultural Grant Programs.</p> <ol style="list-style-type: none"> a. Maintain control over data to reassure participants the data will be maintained and used in a way that protects a participant’s privacy. (See below and Section E) b. Support data management via an approved API c. Develop an incentive-based program and workflow whereby applications will be efficiently received, reviewed, approved, and reimbursed to producers needing transitional support. d. Facilitate application processing on a rolling basis until funds are expended. <p>ARVA RESPONSE:</p> <p>The Precision and Regenerative Agriculture Grants Digital Interface is designed as a grant application, scoring, prioritization, policy execution and fiscal accountability platform, translating legislative intent, NDWEE program design, and federal grant requirements into transparent, auditable, and outcomes accessible by the producer and administration. From an executive standpoint, the grants system is not only an intake portal, but also an integrated governance infrastructure that must balance producer accessibility, Carbon Intensity environmental impact verification, fiscal controls, and long-term public accountability.</p> <p>All grants functionality is implemented using the same secure, scalable cloud architecture as the integrated CI Data Bank and is deployed on Amazon Web Services to ensure consistency, resilience, and audit readiness across the ONE RED ecosystem.</p>	<p>Sep 2</p>
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2.1

System Design and Development

- a. Develop a secure, scalable, and user-friendly digital platform that allows participants or approved third-party vendors to upload cropping data.
- b. Allow participants or approved third-party service providers to submit precision agriculture applications for program review and interface with NDWEE's Grant Management software, if applicable, to manage participant grant payments.
- c. Develop and include a Scenario Modeling Tool to generate "what-if" impacts such as switching to no-till, adding cover crops or using renewable energy such as biodiesel.
- d. Create an intuitive interface where farmers can access their cropping data, track payment status, and monitor their historical data.
- e. Design a backend system capable of storing and organizing large volumes of cropping data, with advanced search, filtering, and reporting capabilities.
- f. Integrate a payment system, considering any NDWEE's Grant Management software, that issues the grant payment once cropping data has been received, verified, and confirmed.
- g. Ensure API integration with third-party service providers who will upload cropping data, including verification of authorized approved service providers and standardizing data formats for seamless input.

ARVA RESPONSE:

The Precision and Regenerative Agriculture Grants Interface will be architected as an integrated, configurable, and modular platform capable of supporting multiple grant types, evolving eligibility criteria, and future legislative or programmatic changes without structural redesign.

Policy-Driven Configuration

Grant eligibility rules, scoring criteria, funding thresholds, approval workflows, and funding caps will be configurable by NDWEE administrators without code changes. This preserves NDWEE's policy authority while minimizing operational friction as programs evolve.

Secure Data Intake and Application Submission

The platform will allow producers or NDWEE-approved third-party service providers to securely upload cropping data and submit grant applications through role-based access controls. Submission workflows will include:

- Structured application forms aligned with NDWEE program criteria
- Required documentation upload capability

- Automated completeness checks prior to submission
- Timestamped and auditable intake records

Where applicable, the platform will interface with NDWEE's Grant Management software to support payment coordination and administrative reporting.

Scenario Modeling Tool (“What-If” Analysis)

The grants platform will include a producer-facing scenario modeling tool that allows participants to evaluate potential impacts of adopting practices such as no-till, cover crops, equipment upgrades, or renewable fuel use.

Executive priorities include:

- **Producer-Facing “What-If” Modeling:** Producers can evaluate how different practices, acres, or investment levels may affect eligibility, projected grant amounts, and expected environmental outcomes.
- **Policy-Aligned Assumptions:** All modeling logic will reflect NDWEE-approved assumptions and parameters to ensure consistency between modeled and actual outcomes.
- **Clarity Without Over-Promising:** Tools are explicitly positioned as decision aids, not guarantees, reinforcing program integrity and managing expectations.

Intuitive Producer Interface

Producers will have access to a secure dashboard where they can:

- Upload cropping and practice data
- Submit and track grant applications
- View approval milestones
- Monitor payment status and history
- Access historical submissions and documentation

The interface will be designed for usability by non-technical users and optimized for both desktop and mobile access.

Backend Data Architecture

	<p>The backend system will securely store and organize large volumes of cropping, financial, and supporting documentation data with:</p> <ul style="list-style-type: none"> ● Advanced search and filtering capabilities ● Role-based administrative views ● Export functionality for NDWEE reporting and oversight ● Immutable audit logging of submissions, reviews, and payment actions <p>Payment Integration</p> <p>The system will integrate with electronic payment mechanisms (e.g., ACH/direct deposit) and, where applicable, NDWEE’s Grant Management software to ensure grant payments are issued only after required data submission, verification, and NDWEE approval.</p> <p>API Integration with Approved Service Providers</p> <p>The platform will support secure API-based integration with NDWEE-approved third-party service providers for standardized data uploads. API access will include:</p> <ul style="list-style-type: none"> ● Authorization controls to ensure only approved providers can submit data ● Standardized data formats to ensure consistency and validation ● Automated verification checks and exception handling workflows <ul style="list-style-type: none"> ○ 	
2.2	<p>Data Security and Privacy</p> <ol style="list-style-type: none"> a. Implement robust cybersecurity measures to protect sensitive data, including encryption of both in-transit and at-rest data. b. Ensure data privacy compliance with relevant regulations (e.g., GDPR, CCPA, or applicable federal/state regulations) to protect participants’ confidential information. c. Authenticate and verify third-party approved service providers to ensure only approved, verified entities can upload cropping data, minimizing the risk of fraudulent or erroneous data entries. d. Conduct and report on an annual cybersecurity audit whose team includes Certified Information Systems Auditors (CISA), Certified Information Security Managers (CISM), or Certified Information Systems Security Professionals (CISSP). <ol style="list-style-type: none"> i. The vendor should have expertise in SOC 2 (System and Organization Controls), ISO/IEC 27001 (Information Security Management Systems), and NIST (National Institute of Standards and Technology) cybersecurity frameworks to ensure a high level of technical scrutiny. 	

	<p>ARVA RESPONSE:</p> <p>Grant program data will be governed under the same producer ownership, consent, and security framework as the CI Data Bank. ARVA will implement robust cybersecurity and privacy controls to protect sensitive participant and operational data, including:</p> <ul style="list-style-type: none"> ● Encryption in transit and at rest using industry-standard protocols and managed key controls. ● Role-based access controls (least privilege) to ensure NDWEE staff, reviewers, support staff, and approved third parties can only access data required for their authorized functions. ● Multi-factor authentication (MFA) for all privileged users and administrative roles. ● Approved provider authentication and authorization to ensure only NDWEE-approved, verified entities can submit cropping data and related grant documentation. ● Audit logging and traceability of system access, data submissions, workflow actions, and payment events to support internal controls and external audit requirements. ● Compliance readiness and annual cybersecurity audit: ARVA will conduct and provide NDWEE an annual third-party cybersecurity audit performed by qualified professionals (CISA/CISM/CISSP) and maintain governance practices aligned with SOC 2, ISO/IEC 27001, and NIST cybersecurity frameworks. <p>These controls are designed to protect producer privacy, preserve data integrity, and ensure the grants platform remains defensible under state and federal oversight.</p>	
2.3	<p>Payment Processing Integration</p> <ol style="list-style-type: none"> a. Automate incentive payments to participants based on predefined rules and thresholds determined by NDWEE once valid cropping data is confirmed. b. Integrate with banking or payment systems (e.g., ACH, digital wallets, or direct deposit platforms) to facilitate timely and accurate payments to participants. c. Track and report payments in real-time, offering participants a clear view of payment status and transaction history. 	

ARVA RESPONSE:

Payment processing within the Precision and Regenerative Agriculture Grant Programs is treated as a core program governance function, requiring the same rigor, compliance, and transparency as the CI incentive framework. ARVA will ensure that all grant-related payments are executed in a manner that is compliant with NDWEE requirements, State of Nebraska fiscal controls, and applicable federal grant management and audit standards.

ARVA's payment processing approach is designed to provide NDWEE with policy control while delivering producers a predictable, transparent, and efficient disbursement and reimbursement experience.

Key executive commitments include:

- Compliance-First Grant Disbursement
 - Grant payments will be issued only after grant applications, supporting documentation, and cropping or practice data have been received, reviewed, verified, and approved in accordance with NDWEE-defined program rules.
 - Payment workflows will align with state accounting requirements, segregation-of-duties controls, and federal grant compliance obligations, including documentation and reporting expectations associated with EPA funding.
 - All grant disbursements will be supported by complete digital records linking application approval, verification, and payment execution.

- Flexible and Adaptive Payment Mechanisms
 - The platform will support electronic payment options such as ACH and direct deposit and will be architected to accommodate additional NDWEE-approved electronic payment methods if program needs or regulatory guidance evolve.
 - Payment configurations will be flexible enough to support different grant structures, reimbursement models, or phased payments without requiring system re-engineering.
 - This flexibility ensures alignment with both regulatory requirements and producer expectations regarding timeliness and clarity of reimbursement.

	<ul style="list-style-type: none"> ● Participant Transparency and Status Visibility <ul style="list-style-type: none"> ○ Grant applicants will have secure, real-time visibility into application status, approval milestones, and payment progress through intuitive dashboards. ○ Clear notifications and payment status indicators will reduce administrative friction and enhance participant confidence in program execution. ● Auditability and Financial Oversight <ul style="list-style-type: none"> ○ Comprehensive payment logs, transaction histories, and audit trails will be maintained for all grant disbursements. ○ Grant payment data will be readily available for NDWEE review, reconciliation, reporting, and federal audit support. ○ The system will support routine audits and ad hoc financial reviews without reliance on manual reconciliation processes. <p>This approach ensures that grant payment processing is secure, compliant, transparent, and adaptable, protecting NDWEE and the State while delivering a producer-centered experience consistent with the goals of the ONE RED program.</p>	
2.4	<p>System Validation and Quality Assurance</p> <ol style="list-style-type: none"> a. Test the platform thoroughly for functionality, scalability, security, and usability before launch. b. Perform continuous quality assurance (QA) and updates to ensure system stability and performance as usage scales up. c. Review and conform to NDWEE’s Quality Assurance Project Plan (QAPP) for this project. (See Attachment B) d. Provide support for future upgrades, including the ability to adapt to changing requirements or integration with additional functionalities (e.g., integration with carbon markets). <p>ARVA RESPONSE:</p> <p>Quality assurance is treated as a continuous operational discipline, not a one-time launch activity. ARVA will:</p> <ul style="list-style-type: none"> ● Test thoroughly prior to launch for functionality, scalability, security, usability, and workflow integrity. ● Align validation and QA activities to NDWEE’s Quality Assurance Project Plan (QAPP) including documentation of test plans, results, and corrective 	

	<p>actions.</p> <ul style="list-style-type: none"> ● Maintain sandbox and staging environments to test updates and integrations before production deployment. ● Operate continuous QA and monitoring post-launch to maintain stability as participation scales and to proactively address defects, performance issues, or emerging risks. ● Support future upgrades and integrations without destabilizing core grant intake, review, reporting, or payment workflows, using documented change management and NDWEE-approved release controls.
<p>2.5</p>	<p>User Training and Support</p> <ol style="list-style-type: none"> a. Develop training materials (e.g., user manuals, video tutorials) to help both participants and third-party service providers navigate the platform. b. Provide ongoing customer support for technical issues, including troubleshooting and real-time problem resolution. c. Set up a help desk or support center with multiple communication channels (e.g., phone, email, chat) to handle queries from participants, approved service providers, and administrators. <p>ARVA RESPONSE:</p> <p>Executive success depends on adoption and confidence, not merely system availability. ARVA will provide:</p> <ul style="list-style-type: none"> ● Role-specific training for producers, Approved Service Providers, reviewers, and NDWEE administrators, tailored to each workflow (application intake, review, verification, approvals, and payments). ● Multi-format training materials, including quick-start guides, step-by-step job aids, and short tutorial videos designed for non-technical users. ● Ongoing, multi-channel support (email and phone support; optional ticketing workflows) with documented triage, escalation, and response targets. ● Operational support for peak periods (application surges, verification cycles, and payment cycles) through staffing and surge capacity to maintain service

	<p>levels.</p> <ul style="list-style-type: none"> ● Knowledge base and release notes so users have a clear record of policy-driven updates, workflow changes, and new functionality. 	
<p>2.6</p>	<p>Data Reporting and Analytics</p> <ol style="list-style-type: none"> a. Build robust data reporting features that allow program administrators to track submissions, analyze CI score trends, and generate customized reports. b. Enable advanced analytics that can monitor key performance indicators (KPIs), such as average CI reductions across the state, incentive payout totals, and farm-level improvements. c. Integrate data export functionalities for ease of reporting to stakeholders, including the EPA and other regulatory bodies. d. Data Transparency & Accountability - Ensure open and auditable documentation of all program activities, financials, and outcomes e. Maintain a centralized reporting system or dashboard that supports data sharing with EPA, NDWEE, and other stakeholders as required f. Align all reports with applicable EPA and NDWEE guidelines and timelines. Ensure proper documentation for audits, evaluations, and public recordkeeping <p>ARVA RESPONSE:</p> <p>Grant reporting is designed to simultaneously satisfy program management, federal oversight, and public accountability requirements.</p> <p>ARVA will provide:</p> <ul style="list-style-type: none"> ● Standardized Program Reporting <ul style="list-style-type: none"> ○ Award summaries, disbursement tracking, and outcome metrics aligned with NDWEE leadership needs. ○ Quarterly and annual reporting aligned with EPA grant conditions. ● Monitoring & Evaluation Dashboards <ul style="list-style-type: none"> ○ Visual dashboards track participation, funding utilization, and environmental outcomes. ○ KPIs are clearly defined and consistently calculated. ● Audit-Ready Documentation <ul style="list-style-type: none"> ○ All grant decisions, payments, and supporting materials are centrally stored and exportable for audit or review. 	

<p>2.7</p>	<p>Maintenance and Updates</p> <ul style="list-style-type: none"> a. Provide ongoing system maintenance to ensure the platform remains secure, up-to-date, and optimized for performance. b. Offer post-launch updates to enhance functionality, fix bugs, and incorporate new features based on user feedback or evolving program requirements. c. Monitor system performance to ensure 99.5% uptime reliability and quick resolution of any issues that arise. <p>ARVA RESPONSE:</p> <p>ARVA believes grant operations are a long-term stewardship responsibility, not a transactional service.</p> <p>Through the term of the Agreement, ARVA commits to:</p> <ul style="list-style-type: none"> ● High Availability and Reliability <ul style="list-style-type: none"> ○ ≥99.5% system uptime targets supported by proactive monitoring and incident response. ● Ongoing Enhancements and Policy Adaptation <ul style="list-style-type: none"> ○ Structured change management ensures new grant rounds, rule changes, or reporting requirements can be implemented without disruption. ● NDWEE Partnership Model <ul style="list-style-type: none"> ○ ARVA functions as an embedded partner, supporting program execution while preserving NDWEE’s strategic control and decision authority.
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	<p>3. Program Support: Provide day-to-day support for the Ag Data Bank and Grants Program which includes the Carbon Intensity (CI) Data Bank, the Precision Agriculture (PA) Grant Program, and the Regenerative Agriculture (RA) Grant Program.</p> <p>ARVA RESPONSE:</p> <p>From an executive and governance perspective, program support is the connective tissue that ensures the Nebraska Ag Data Bank and Grants Program functions as a cohesive, trusted, and defensible public initiative over its full lifecycle. ARVA approaches program support not as back-office administration, but as an integrated operational discipline that aligns technology, policy execution, stakeholder engagement, grants administration, and</p>
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regulatory accountability. We bring a history of distributing tens of millions of dollars to thousands of farmers and channel partners each year, and this program is a natural extension of our core business.

ARVA will function as an embedded program partner to the Nebraska Department of Water, Energy, and Environment (NDWEE), providing structured coordination, documentation, and operational oversight while preserving NDWEE's policy authority, fiduciary control, and strategic direction. Deliverable 3 complements Deliverables 1 and 2 by providing disciplined program management, participant support, ASP oversight, risk and corrective action management, audit-ready recordkeeping, subcontractor governance, and performance management across the contract term.

Further, as many farmers in Nebraska can attest, ARVA is a trusted partner in the distribution of funds for regenerative and sustainable agricultural practices.

NDWEE retains final approval authority for program rules, review criteria and scoring rubrics, award determinations, payment authorization thresholds, and major operational changes. ARVA executes within NDWEE-approved procedures and maintains traceable records sufficient for oversight, reporting, and audit support.

Support the NDWEE with program input and coordination through:

- a. Coordinate and prepare program materials, meetings, and engagement sessions associated with Deliverables 1 and 2.
- b. Develop and manage program action list to ensure all efforts and initiatives are completed in a timely manner for Deliverables 1 and 2.
- c. Conduct research to inform and advance concepts in relation to carbon intensity calculation and market opportunities.
- d. Facilitate meetings and calls with NDWEE as needed to ensure project success.

3.1 **ARVA RESPONSE:**

ARVA will serve as the Lead Program Integrator for the ONE RED initiative, providing disciplined program management to ensure alignment across technical delivery (Deliverables 1 and 2), policy implementation, grants administration, and stakeholder engagement. Our approach emphasizes predictability, transparency, documented controls, and proactive risk management to safeguard State and Federal investments.

ARVA retains full responsibility for contract performance and will provide centralized governance, workflow oversight, documentation control, and performance monitoring throughout the program lifecycle.

Coordinated Program Execution

ARVA will establish a structured program management framework that includes:

- A designated Program Director serving as NDWEE's primary point of coordination.
- A dedicated Program Manager responsible for day-to-day execution oversight.
- Pre-award and post-award grants specialists to support workflow administration and participant processing.
- Integrated planning across CI incentives and Precision and Regenerative Agriculture grant components.
- Documented milestone tracking and centralized program action registers.
- Defined escalation pathways for operational, technical, or policy-dependent decisions.

All coordination activities related to Deliverables 1 and 2 will be documented and traceable, ensuring alignment between system development, data workflows, payment processing, and program administration.

Channel Partner Deployment Model

To support statewide engagement, ARVA operates through a scalable channel partner ecosystem that leverages established agricultural relationships across Nebraska. This model enables efficient producer engagement while preserving centralized quality control, standardized workflows, and audit-ready documentation within ARVA's platform environment.

Channel partners may assist with outreach, education, and producer support activities; however, ARVA maintains sole responsibility for data governance, workflow administration, compliance controls, and reporting. Regardless of engagement channel, all submissions, validations, and payment authorization processes are executed within ARVA's controlled system under NDWEE-approved procedures.

This structure allows the program to benefit from localized expertise while maintaining a consistent statewide operational standard.

Governance Cadence and Transparency

ARVA will implement a predictable governance cadence with NDWEE to ensure visibility, accountability, and continuous improvement. Governance artifacts will

include status summaries, action logs, decision registers, risk and issue trackers, corrective action documentation, and KPI reporting.

Proposed cadence

Cadence	Review	Participants	Primary Outputs
Weekly	Integrated delivery and risk review	ARVA PMO + subcontractor leads	Status summary; action/issue/risk updates
Biweekly (recommended)	Program operations review	NDWEE + ARVA leads	Open decisions; upcoming milestones; exception trends
Monthly	Performance and compliance review	NDWEE leadership + ARVA Program Director	KPI dashboard; corrective actions; change requests
Quarterly	Controls and audit readiness review	NDWEE + ARVA compliance/audit leads	Controls assessment; evidence readiness; improvement plan

ARVA will monitor concentration risk at farm and geographic levels to proactively identify potential regional or operational challenges.

Staffing and Surge Capacity (Operational)

ARVA will assign a dedicated operations team for Deliverable 3 functions, including program management, grants operations, compliance/audit support, ASP oversight, and participant support. Staffing levels will be scaled to program volume and seasonal peaks (application windows, verification cycles, payment cycles), with surge capacity available to maintain service levels and processing throughput – (e.g., in cooperation with our channel partners like Windy Ridge and Extreme Ag).

Role (illustrative)	Primary Responsibilities	Notes / NDWEE Approvals
Program Director / PMO Lead	Governance cadence; escalation; performance reporting; contract accountability	NDWEE-approved points of contact
Grants Operations Lead	Workflow SOPs; controls; exception management; reconciliation support	NDWEE approval gates preserved

Compliance and Audit Lead	Records taxonomy; audit packet support; retention and retrieval procedures	Align to NDWEE policies and grant obligations
ASP Program Manager	Onboarding/training coordination; QA sampling; performance monitoring; corrective actions	Qualification criteria under NDWEE authority
Support Desk Lead + Grants Specialists	Assisted intake; participant support; completeness checks; status inquiries; triage	Policy questions escalated to NDWEE

All approval gates for award determinations and payment authorizations remain under NDWEE authority. ARVA’s role is to administer workflows, maintain documentation, and ensure traceability consistent with NDWEE-approved procedures.

3.2	<p>Assist in communication and activities between NDWEE, producers, Nebraska Resource Districts (NRDs), vendors, and third-party service providers to the extent possible in relation to Deliverables 1 and 2.</p> <p>ARVA RESPONSE:</p> <p>ARVA will assist NDWEE in coordinating communication and program-related activities among NDWEE, producers, Nebraska Natural Resources Districts (NRDs), vendors, Approved Service Providers (ASPs), and other authorized third-party service providers in support of Deliverables 1 and 2.</p> <p>Our communication support approach is operationally focused and aligned with program execution. ARVA will ensure that information related to the CI Data Bank platform (Deliverable 1) and the Grant Program Interface (Deliverable 2) is clear, consistent, and disseminated through structured, NDWEE-approved channels.</p> <p>Support activities will include:</p> <ul style="list-style-type: none"> ● Development and maintenance of standardized program guidance, FAQs, and instructional materials aligned with NDWEE-approved policies. ● Structured onboarding materials and informational resources for producers, NRDs, vendors, and ASPs interacting with the Data Bank and Grant Interface platforms.
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	<ul style="list-style-type: none"> ● Coordination support for stakeholder meetings, public information sessions, webinars, and technical briefings related to platform functionality, submission processes, and grant administration workflows. ● Facilitation of communication between NDWEE and third-party service providers regarding submission standards, workflow updates, and system enhancements. ● Issue tracking and feedback capture mechanisms to identify recurring questions, technical friction points, or procedural concerns requiring clarification or improvement. <p>ARVA will maintain documented communication logs and structured escalation pathways to ensure that complex policy questions, eligibility determinations, and payment-related decisions are routed to NDWEE for review and resolution, consistent with NDWEE authority.</p> <p>This structured communication model supports transparency, reduces administrative burden, and ensures coordinated engagement across all stakeholders interacting with Deliverables 1 and 2.</p>
3.3	<p>As may be necessary or prudent, the Vendor shall enter subcontracts or partner with various entities to perform all necessary program functions in a timely and efficient manner and be responsible for appropriate oversight, as applicable. NDWEE shall be consulted before subcontracts are executed that will require the use of funds from ONE RED.</p> <p>ARVA RESPONSE:</p> <p>ARVA does not anticipate reliance on subcontractors to execute the core technology platform, data management, cybersecurity controls, grants administration workflows, or payment processing functions of the ONE RED program. ARVA will remain fully accountable to NDWEE for overall contract performance, compliance, reporting, and operational oversight.</p> <p>Where it is necessary or prudent to engage subcontractors or specialized partners to support discrete functions (for example, supplemental technical advisory services, independent security review, communications support, or other narrowly scoped expertise), ARVA will do so under clearly defined and documented scopes of work.</p> <p>Consistent with solicitation requirements:</p>

	<ul style="list-style-type: none"> ● NDWEE will be consulted and written approval obtained prior to executing any subcontract that requires the use of ONE RED funds. ● No subcontractor will perform work funded by ONE RED without NDWEE authorization. <p>All approved subcontracted activities, if any, will operate under:</p> <ul style="list-style-type: none"> ● Clearly defined roles, deliverables, and separation of duties ● Documented performance expectations and monitoring processes ● Security, confidentiality, and data handling requirements consistent with ONE RED standards ● Flow-down compliance obligations aligned with State and federal requirements ● Defined escalation and corrective action procedures <p>ARVA will maintain centralized documentation of subcontract approvals, scopes of work, performance monitoring, issue tracking, and corrective actions to ensure transparency, traceability, and audit readiness.</p> <p>Final authority regarding subcontract participation, material scope changes, and enforcement actions will remain under NDWEE control.</p>
3.4	<p>Ensure proper management and security of various types of sensitive and operational farm data including the development and management of the Nebraska Ag Data Bank and Grants Program where data integrity and security are paramount (Section V.E. below).</p> <p>ARVA RESPONSE:</p> <p>ARVA will implement a formal, NDWEE-governed risk management and issue resolution process integrated across Deliverables 1, 2, and 3 operations to proactively identify, mitigate, and resolve operational, technical, cybersecurity, data privacy, financial, and compliance risks throughout the life of the program.</p> <p>ARVA will support NDWEE in identifying and maintaining a centralized risk register covering program operations, platform operations, participant support, ASP oversight, payments administration, and compliance obligations. Risks will be assessed for likelihood and impact, assigned ownership, and reviewed on a recurring cadence with NDWEE so that mitigation priorities remain current as the program evolves.</p>

	<p>Preventative controls will be embedded into system workflows and governance processes, including identity and role-based access controls, verification and validation rules, segregation of duties, approval thresholds, and automated checks designed to reduce the likelihood of error, misuse, or non-compliance.</p> <p>ARVA will support NDWEE with incident detection and response protocols for system outages, data anomalies, cybersecurity events, and compliance concerns. Incidents will be triaged by severity, escalated in accordance with defined timelines, and managed using documented response procedures aligned with NDWEE governance expectations.</p> <p>All incidents and identified issues will be documented and tracked through resolution, including root cause analysis, corrective actions, and validation of outcomes. Resolution status and supporting evidence will be retained for NDWEE review and future audit or inquiry support. Corrective actions arising from incidents, QA findings, audit observations, or recurring operational issues will be incorporated into the program's continuous improvement process so that the same issue categories do not persist without management attention. This risk management discipline is intended to preserve NDWEE's institutional control and defensibility under audit, legislative inquiry, or public scrutiny while supporting reliable statewide operations.</p>
<p>3.5</p>	<p>Assist grant program implementation including solicitations, application development, funding disbursement, monitoring, and reporting.</p> <p>ARVA RESPONSE:</p> <p>Documentation is treated as a first-class operational deliverable and system function, not an after-the-fact administrative task. ARVA will implement a structured, technology-enabled documentation and records management capability to ensure program artifacts are complete, discoverable, tamper-evident, and audit-ready across CI calculations, grant decisions, approvals, payments, and associated support activities.</p> <p>Program records will be maintained in secure, centralized digital repositories with role-based access controls and audit-preserving version history within the AWS-hosted architecture. Documentation structures will be aligned with NDWEE requirements and applicable federal grant management standards to support consistent organization across CI incentives and Precision and Regenerative Agriculture grants.</p>

	<p>ARVA will maintain end-to-end record traceability across CI data submissions and calculation inputs/outputs, validation and approval workflows, grant applications and scoring records, award decisions, and incentive or grant payment authorizations and disbursements. Records will be linked to timestamps, user or system actions, and relevant audit metadata as applicable, with supporting evidence preserved to enable reconstruction during reviews or audits.</p> <p>This documentation capability will incorporate ARVA's existing strengths in agricultural data operations, including on-farm data used for CI computations and intermediate and final data products generated through CI analytics workflows, while organizing those artifacts in a format suitable for NDWEE oversight and public-sector accountability.</p> <p>Financial records, approval logs, scoring and review artifacts maintained under NDWEE-approved criteria, and payment records will be retained in formats suitable for state fiscal review and reconciliation, federal oversight and compliance verification (including audits by the United States Environmental Protection Agency, as applicable), program monitoring and evaluation, and stakeholder information requests.</p> <p>Documentation will be exportable in standardized formats to support scheduled and ad hoc audit requests without manual reassembly. ARVA will also support NDWEE during audits, reviews, and inquiries through documentation retrieval, validation support, and walkthroughs of system workflows and controls relevant to CI calculations, grant decisions, and payment processes.</p> <p>Records retention schedules and disposition procedures will be configured in alignment with NDWEE policy, state public records requirements, and applicable federal grant retention obligations. Controls in the AWS-hosted architecture will be designed to prevent unauthorized modification or deletion and to preserve audit traceability for required retention periods.</p> <p>ARVA will support NDWEE in responding efficiently to audits, legislative inquiries, public records requests, and reporting obligations by maintaining organized retrieval procedures and clear documentation mapping across the program lifecycle. This approach is intended to preserve institutional knowledge and defensibility over the full ONE RED program lifecycle while reducing administrative burden during high-consequence review periods.</p>	
	<p>Documentation & Reporting</p>	

3.6

- a. Submit all technical specifications, security protocols, training materials and any other program documentation to NDWEE for review/approval in a timely manner
- b. Prepare internal and external project performance reports
- c. Archive records of compliance, ASP evaluations, and audit results
- d. Conduct post-implementation review with ASPs, if needed, and NDWEE team

ARVA RESPONSE:

Where subcontractors, ASPs (as applicable to program operations), or third-party technology vendors are involved in Deliverable 3 functions, ARVA will support NDWEE in maintaining a clear, enforceable governance framework that preserves State authority, ensures contractual and programmatic compliance, and mitigates operational, cybersecurity, and delivery risk.

Each subcontractor or vendor-supported function will operate under a documented scope of work, defined deliverables, performance expectations, and lines of accountability. Role definitions will distinguish among advisory, operational, technical, and support responsibilities to reduce ambiguity and support appropriate separation of duties across the delivery ecosystem.

NDWEE will retain approval and change authority for subcontractor participation, material scope changes, acceptance of deliverables, and enforcement actions related to non-performance or non-compliance. ARVA will support this governance model with documentation, coordination, and escalation workflows that preserve NDWEE visibility and decision rights.

ARVA will implement structured compliance and performance monitoring processes, including periodic reviews, performance metrics, issue tracking, and documentation of corrective actions, to identify risks early and support timely remediation consistent with NDWEE policies, contract requirements, and applicable flow-down obligations.

All subcontractor and vendor activities relevant to Deliverable 3 administration, including approvals, deliverables, issue resolution, and significant decisions, will be documented and retained in centralized repositories to support reconstruction of decision history and audit review.

Clear escalation pathways will be established for performance issues, security concerns, and compliance deviations, with corrective actions documented and tracked through resolution in coordination with NDWEE as appropriate.

	<p>This governance model supports consistent quality, continuity planning, and disciplined risk control across the delivery ecosystem while reinforcing NDWEE's authority and protecting program integrity.</p>
<p>3.7</p>	<p>Coordinate with 3rd Party Approved Service Providers (ASPs)</p> <ul style="list-style-type: none"> a. Manage subcontracts with 3rd Party ASPs b. Assist in the development of criteria and procedures for ASP qualification and approval c. Develop and conduct oversight and monitoring approach for ASP performance d. Develop communication and reporting protocols between Data Bank, producers, and ASPs e. Develop risk management and fraud prevention measures regarding ASPs <p>ARVA RESPONSE:</p> <p>Approved Service Providers (ASPs) are critical contributors to CI data submission, verification workflows, and overall program execution. ARVA will support NDWEE in establishing and maintaining a controlled, transparent, and auditable ASP oversight framework that preserves data integrity, enforces program rules, and enables consistent service quality while maintaining a competitive and effective service provider environment.</p> <p>ARVA's ASP support model is designed as an operational control function, not only a coordination function. In practice, this means ARVA supports NDWEE with standardized onboarding, role assignment, workflow guidance, performance monitoring, issue resolution support, and documentation practices that make ASP activity reviewable and defensible over time.</p> <p>ARVA will support NDWEE in implementing structured ASP onboarding and authorization procedures, including NDWEE-defined credential and qualification verification, role-based access assignment aligned to approved ASP functions, and acknowledgment of program rules, data handling requirements, and compliance obligations. ASP access will be provisioned only after NDWEE approval and completion of required onboarding steps.</p> <p>ARVA will also support NDWEE in defining scope-of-access controls so ASPs can access only the data, workflows, and functions necessary to perform approved services. Role-based controls and workflow design will support separation between submission, review, and approval activities, prevent unauthorized access to producer,</p>

financial, or administrative data, and preserve clear attribution of ASP actions within the system.

During operations, ARVA will support NDWEE with ongoing ASP activity monitoring through system logs, workflow tracking, and performance metrics to verify adherence to program rules and submission requirements, identify anomalies or data quality concerns, and detect patterns that indicate training needs or process improvements. Monitoring outputs and issue summaries will be available to NDWEE for oversight and enforcement decisions.

ARVA will further support ASP performance tracking and issue management through tools and workflows that document submission volume, timeliness, quality indicators, identified errors or compliance concerns, escalations, and corrective actions. Corrective actions and outcomes will be documented and retained to support program integrity and audit readiness.

ASP Operational Support and Quality Management

ARVA's ASP operational support and quality management approach emphasizes repeatable procedures and traceable records. ARVA will coordinate training delivery support and maintain training records, issue standardized guidance and workflow updates as program rules evolve and provide support for recurring bottlenecks or quality issues identified through monitoring.

QA sampling and corrective action workflows will be operated consistent with NDWEE-approved standards, with documented escalation pathways for significant issues requiring NDWEE review. This framework is intended to improve ASP success rates while preserving program consistency and data quality.

All ASP actions, including data submissions, modifications, and workflow interactions, will be logged and timestamped within the program environment and retained within centralized documentation repositories to support reconstruction of submission and verification histories during NDWEE oversight, state review, or federal audit activities. ARVA will support NDWEE with audit-ready ASP traceability and operational reporting so that oversight activity can be performed efficiently without reconstructing records manually after the fact.

Final ASP qualification standards, approval criteria, and enforcement authorities will remain under NDWEE control and will be implemented in accordance with NDWEE-approved procedures and any applicable solicitation addenda or Q&A clarifications.

A. **TECHNICAL REQUIREMENTS: DATA MANAGEMENT AND SECURITY**

The Data Bank and Grants Program will need to manage and secure various types of sensitive and operational data. These data types include both personal and organizational information, as well as technical data related to carbon intensity (CI) scores, financial transactions, and environmental performance. Proper management and security protocols are crucial to ensure compliance with privacy laws, maintain trust with participants, and prevent data breaches.

Below are the key types of data that must be managed and secured:

- 1) Participant and ASP Personal Data
 - a) Personal Identifiable Information (PII) that can include names, addresses, contact information (phone numbers, emails), and possibly government-issued identifiers (e.g., tax ID numbers or Social Security numbers).
 - b) Financial Information: Bank account details, payment preferences, and transaction histories related to incentive payments and grants.
 - c) ASP Information: Registration data for third-party CI ASPs, including their credentials, contact information, and any certification or validation documents.
- 2) Carbon Intensity (CI) Scores and Environmental Data
 - a) CI Scores: Data submitted by third-party vendors detailing carbon intensity values for specific crops or farming operations, potentially including crop type, input use (fertilizer, pesticides), fuel usage, and carbon emissions data.
 - b) Farm-Level Environmental Data: This may include soil health metrics, water usage, fertilizer application, energy consumption, and carbon sequestration practices (e.g., cover crops, no-till farming).
- 3) Grant Application Data
 - a) Grant Application Information: This includes details about precision or regenerative agriculture projects, the types of technology or practices participants are seeking funding for, and detailed business cases or proposals.
 - b) Supporting Documentation: Technical specifications of precision agriculture equipment, farm plans, environmental impact assessments, or other documents submitted as part of the grant application process.
- 4) Financial Data for Incentive Payments and Grant Disbursements
 - a) Payment Records: Data related to the financial disbursement of incentives and grants to participants and vendors, including amounts, payment dates, and bank account details.

- b) Tax Information: Data related to tax filings or reporting, such as tax identification numbers, if necessary for payments or reporting.
- 5) Performance Monitoring and Reporting Data
 - a) Program Performance Data: Aggregated metrics related to the effectiveness of the grants program and CI Data Bank, such as total emissions reductions, precision ag adoption rates, and improvements in soil health or water conservation.
 - b) Monitoring and Evaluation Reports: Periodic reports documenting program outcomes, grant impacts, and compliance with environmental targets.
- 6) System Access and User Activity Data
 - a) User Access Logs: Detailed records of who accessed the system, what data they viewed or modified, and when they accessed it.
 - b) Audit Trails: Comprehensive logs to track all system activity, ensuring transparency and accountability in the management of data.
- 7) Geospatial and Agricultural Data
 - a) Farm Location Data: Geospatial coordinates or addresses of farms participating in the CI Data Bank or grant programs.
 - b) Geospatial Data: Information collected via precision agriculture tools, such as satellite imagery, soil moisture levels, or crop health data collected via drones or sensors.
- 8) Regulatory and Compliance Data
 - a) Compliance Documentation: Records related to compliance with environmental regulations or certification for carbon credits, such as third-party validation of CI scores.
 - b) Regulatory Reports: Data submitted to regulatory bodies (e.g., EPA), including aggregated CI data, environmental performance summaries, or financial reports.

The Data Bank and Grants program will rely on best practices for managing and securing the data that include:

- Encrypting sensitive data while in transit and at rest. Compliance with privacy laws (e.g., GDPR, CCPA) will be ensured, with proper anonymization or pseudonymization of data where required.
- Implementing strict role-based access to limit the visibility of sensitive data only to authorized personnel. Different roles (e.g., administrators, financial officers, participants, third-party vendors) will have access only to the data they need.
- Requiring MFA for all users accessing the system, particularly those handling sensitive financial or personal data, to enhance security and prevent unauthorized access.
- Maintaining detailed audit logs for all actions within the system, including data access, modifications, and payments. Implement

continuous monitoring and alert systems to detect any suspicious or unauthorized activities.

- Ensuring regular backups of all critical data, with redundancy measures in place to avoid data loss due to system failure or cyberattacks. Regular data integrity checks will verify that information has not been altered or corrupted.
- Adhering to industry standards and certifications for data security, such as SOC 2, ISO 27001, or PCI-DSS, depending on the nature of the data being handled.

Subcontractors hired to develop, expand, maintain, or secure the systems of the Data Bank and Grants Program will be required to factor the costs of third-party security reviews into their Cost Proposal. Development and updates will be built in sandbox environments and tested before being pushed to production.

As part of the security plan, contingency plans will be developed to ensure that potential events that could compromise the data systems or interrupt operations are contained to prevent further disruptions.

ARVA RESPONSE:

ARVA will administer the operational workflow for ONE RED grants in a manner that is transparent to applicants, supportable by NDWEE-approved procedures, and defensible under audit. ARVA's role is to execute and document the workflow and provide workflow administration support; NDWEE retains award authority, policy control, and final approval rights.

End-to-End Grants Administration Workflow

- Outreach support and applicant guidance (using NDWEE-approved messaging and materials).
- Intake and submission support, including assisted pathways via participant support channels.
- Completeness and eligibility screening (automated and manual checks, as configured).
- Review routing and verification support, including ASP inputs where applicable.
- Award recommendation package preparation and NDWEE approval routing.
- Award notification and payment setup (with documented approvals and required documentation).
- Disbursement coordination and transaction confirmation.
- Reconciliation and exception handling (holds, duplicates, missing documentation, ineligible costs).
- Closeout and archive package generation (records retained per NDWEE-approved retention policy).

Review and Approval Process Support (including Criteria / Rubric Administration)

ARVA will support NDWEE in implementing a documented grants review and approval process designed for consistency, transparency, and audit readiness. ARVA's support role will include workflow configuration/administration, review routing, documentation management, status tracking, and award processing support.

- Operational support for staged review workflows (completeness, eligibility, technical/programmatic review, NDWEE approval routing).
- Administration of NDWEE-approved review criteria, reviewer guidance, and scoring/rubric forms where applicable.
- Support for conflict-of-interest attestations and reviewer assignment workflows, if included in the final program design.
- Traceable recordkeeping for review actions, score capture (where used), approval decisions, and decision rationale artifacts, as applicable.
- Exception routing and documented handling for incomplete submissions, discretionary reviews, ties, or policy questions requiring NDWEE determination.

Final review criteria, scoring rubrics, approval thresholds, and decision authorities remain under NDWEE control and will be implemented in alignment with the final program framework and applicable solicitation/addendum requirements.

Internal Controls and Segregation of Duties

ARVA will implement internal controls appropriate for public grant administration, including role separation (segregation of duties), documented approval gates, traceability of manual overrides, and reconciliations sufficient to support audit readiness.

Controls include, at minimum:

- Documented NDWEE approval gate(s) before award issuance and payment authorization.
- Role-based separation across intake support, review support, payment setup, payment authorization support, and reconciliation.
- Exception queue with documented disposition and NDWEE escalation criteria.
- Transaction-level reconciliation and periodic tie-outs for reporting.
- Documented controls for duplicate-payment detection and suspected fraud/abuse indicators, with escalation to NDWEE as required.

Performance Management (KPIs / SLAs)

ARVA will propose an initial KPI and service-level framework during mobilization for NDWEE review and approval. KPIs and service levels will cover administrative throughput, support responsiveness, exception rates, QA outcomes, audit responsiveness, and subcontractor performance.

Domain	Example Metric	Target (to be finalized)	Cadence
Support	Acknowledgement time for participant inquiries	TBD (business-hours baseline)	Weekly / Monthly
Grants Ops	Application-to-decision cycle time	TBD by funding round	Monthly
Payments	Exception resolution cycle time	TBD by exception type	Monthly
ASP Program	QA sampling pass rate	TBD by risk tier	Monthly / Quarterly
Audit	Audit request acknowledgement / production time	TBD	Per request / Quarterly rollup

Appendix A - Example Evidence Artifacts (Available Upon Request)

- Program Management Plan outline (cadence, artifacts, escalation model)
- Grants Administration SOP summary (end-to-end lifecycle)
- Review and approval workflow map (including rubric administration points, if applicable)
- Segregation-of-duties control matrix and approval gate narrative
- Help desk runbook and triage rubric
- ASP governance outline (qualification, training, QA sampling, corrective action)
- Records taxonomy and audit packet checklist

Conclusion

ARVA’s proposal delivers more than technical compliance—it delivers institutional confidence. The proposed Nebraska Ag Data Bank and Grants Program is secure, producer-centric, auditable, and built for longevity. By combining AWS-backed infrastructure, GREET-aligned CI verification, and disciplined program governance, ARVA is prepared to support NDWEE’s ONE RED objectives through 2029 and subsequent renewals, and position Nebraska as a national leader in agricultural decarbonization and data stewardship.



ABOUT ARVA

Together, we can
grow a better future.

As of February 2026

The Arva Organization



Attachment A
Technical Requirements
Request for Proposal Number 124065 O5

ARVA

Bidder Name: _____

Bidder should fully respond to each question in enough detail to allow for comprehensive evaluation of the response. Responses will be considered in evaluating Technical Requirements.

Please organize information in the way it is requested to aid in efficient and fair evaluation. Please note as frequently and clearly as possible how proposal elements further the overall program objectives listed in Section V. A completed copy of this form must be submitted with the proposal response.

For each numbered requirement below, provide a detailed response describing your approach. Each sub-requirement (a, b, c, etc.) corresponds directly to Section V.D. of Solicitation 124065 O5.

1 – DATA BANK TECHNICAL REQUIREMENT RESPONSES	
1.1	Data Bank System Design and Development
	Requirement: Develop a secure, scalable, and user-friendly digital platform that allows third-party approved service providers to upload verified CI scores for participating participants.
	Bidder Response:
1.1.a	<p>System Design and Development</p> <p>From an executive perspective, the CI Data Bank is the foundational trust layer of the ONE RED agricultural strategy. ARVA Intelligence will design the platform to ensure that CI scores are not only technically valid, but institutionally credible to producers, regulators, and downstream market participants including refineries and ASP agribusiness stakeholders.</p> <p>Key executive design principles include:</p> <ul style="list-style-type: none"> ● Producer Sovereignty Over Data <ul style="list-style-type: none"> ○ Explicit, auditable consent mechanisms for all third-party data submissions ○ Clear separation between data ownership, data access, and data use ○ Terminology and user experience aligned with NDWEE’s deliberate choice of “Data Bank,” not “Registry”

	<ul style="list-style-type: none"> ● Institutional Reliability <ul style="list-style-type: none"> ○ Cloud-native architecture using AWS to ensure security, resilience, elasticity, and ongoing infrastructure price efficiency ○ Architecture designed to support growth in both participation and data complexity without re-platforming ● Policy-Driven Automation <ul style="list-style-type: none"> ○ CI incentive payments executed only after NDWEE-defined validation and approval thresholds are met ○ Rules engines that allow NDWEE to modify program parameters without system redevelopment ● Scientific Integrity <ul style="list-style-type: none"> ○ Verification of CI scores using Argonne National Laboratory’s GREET model, ensuring alignment with nationally recognized methodologies ○ Structured workflows to flag, review, and resolve anomalous submissions <p>This approach ensures the CI Data Bank functions as a credible performance metric platform, not merely a data repository.</p>
	<p>Requirement: Create an intuitive interface where participants can access their CI scores, track payment status, and monitor their historical data.</p> <p>Bidder Response:</p> <p>Intuitive Producer Interface</p> <p>Producers will have access to a secure dashboard where they can:</p> <ul style="list-style-type: none"> ● Upload cropping and practice data ● Submit and track grant applications ● View approval milestones ● Monitor payment status and history ● Access historical submissions and documentation

	<p>The interface will be designed for usability by non-technical users and optimized for both desktop and mobile access.</p>
	<p>Requirement: Design a backend system capable of storing and organizing large volumes of CI score data, with advanced search, filtering, and reporting capabilities.</p> <p>Bidder Response:</p> <p>The backend system will securely store and organize large volumes of cropping, financial, and supporting documentation data with:</p> <ul style="list-style-type: none"> ● Advanced search and filtering capabilities ● Role-based administrative views ● Export functionality for NDWEE reporting and oversight ● Immutable audit logging of submissions, reviews, and payment actions
	<p>Requirement: Integrate a payment system that automates the issuance of incentive payments once a valid CI score has been received, verified, and confirmed.</p> <p>Bidder Response:</p> <p>The system will integrate with electronic payment mechanisms (e.g., ACH/direct deposit) and, where applicable, NDWEE’s Grant Management software to ensure grant payments are issued only after required data submission, verification, and NDWEE approval.</p>
	<p>Requirement: Ensure API integration with third-party vendors who will upload CI scores, including verification of authorized vendors and standardizing data formats for seamless input.</p> <p>Bidder Response:</p> <p>The platform will support secure API-based integration with NDWEE-approved third-party service providers for standardized data uploads. API access will include:</p> <ul style="list-style-type: none"> ● Authorization controls to ensure only approved providers can submit data ● Standardized data formats to ensure consistency and validation ● Automated verification checks and exception handling workflows

1.2	Data Security and Privacy
1.2.a	<p>Requirement: Implement robust cybersecurity measures to protect sensitive data, including encryption of both in-transit and at-rest data.</p> <p>Bidder Response:</p> <p>ARVA RESPONSE:</p> <p>Data security is treated as a governance obligation, not a technical afterthought. ARVA Intelligence’s security posture is designed to withstand regulatory audits, public records scrutiny, and evolving cybersecurity threats.</p> <p>Executive security commitments include:</p> <ul style="list-style-type: none"> ● Defense-in-Depth Architecture <ul style="list-style-type: none"> ○ Encryption of all sensitive data in transit and at rest using AWS Key Management Service ○ Identity and access management via AWS Cognito with strict role-based access controls ○ Mandatory multi-factor authentication for all privileged users ● Continuous Oversight and Auditability <ul style="list-style-type: none"> ○ System monitoring, alerting, and reporting via AWS CloudWatch ○ Immutable audit trails via AWS CloudTrail ○ Full traceability of user access, CI score submissions, and financial transactions ● Compliance Readiness <ul style="list-style-type: none"> ○ AWS environments supporting the platform maintain certifications including: <ul style="list-style-type: none"> ■ SOC 1, SOC 2, and SOC 3 ■ ISO/IEC 27001, 27017, and 27018 ■ Alignment with NIST cybersecurity frameworks <p>Annual third-party cybersecurity audits involving CISA, CISM, or CISSP-certified professionals will be conducted and shared with NDWEE, reinforcing transparency and accountability.</p>

Grant program data will be governed under the same producer ownership, consent, and security framework as the CI Data Bank. ARVA will implement robust cybersecurity and privacy controls to protect sensitive participant and operational data, including:

- **Encryption in transit and at rest** using industry-standard protocols and managed key controls.
- **Role-based access controls (least privilege)** to ensure NDWEE staff, reviewers, support staff, and approved third parties can only access data required for their authorized functions.
- **Multi-factor authentication (MFA)** for all privileged users and administrative roles.
- **Approved provider authentication and authorization** to ensure only NDWEE-approved, verified entities can submit cropping data and related grant documentation.
- **Audit logging and traceability** of system access, data submissions, workflow actions, and payment events to support internal controls and external audit requirements.
- **Compliance readiness and annual cybersecurity audit:** ARVA will conduct and provide NDWEE an annual third-party cybersecurity audit performed by qualified professionals (CISA/CISM/CISSP) and maintain governance practices aligned with SOC 2, ISO/IEC 27001, and NIST cybersecurity frameworks.

These controls are designed to protect producer privacy, preserve data integrity, and ensure the grants platform remains defensible under state and federal oversight.

Requirement: Ensure data privacy compliance with relevant regulations (e.g., GDPR, CCPA, or applicable federal/state regulations) to protect participants' confidential information.

Bidder Response:

Data security is treated as a governance obligation, not a technical afterthought. ARVA Intelligence's security posture is designed to withstand regulatory audits, public records scrutiny, and evolving cybersecurity threats.

Executive security commitments include:

Defense-in-Depth Architecture

**Encryption of all sensitive data in transit and at rest using AWS Key Management Service
Identity and access management via AWS Cognito with strict role-based access controls
Mandatory multi-factor authentication for all privileged users**

Continuous Oversight and Auditability

**System monitoring, alerting, and reporting via AWS CloudWatch
Immutable audit trails via AWS CloudTrail
Full traceability of user access, CI score submissions, and financial transactions**

Compliance Readiness

AWS environments supporting the platform maintain certifications including:

**SOC 1, SOC 2, and SOC 3
ISO/IEC 27001, 27017, and 27018
Alignment with NIST cybersecurity frameworks**

Annual third-party cybersecurity audits involving CISA, CISM, or CISSP-certified professionals will be conducted and shared with NDWEE, reinforcing transparency and accountability.

Requirement: Authenticate and verify third-party approved service providers to ensure only approved, verified entities can upload CI scores, minimizing the risk of fraudulent or erroneous data entries.

Bidder Response:

Data security is treated as a governance obligation, not a technical afterthought. ARVA Intelligence's security posture is designed to withstand regulatory audits, public records scrutiny, and evolving cybersecurity threats.

Executive security commitments include:

- Defense-in-Depth Architecture
 - Encryption of all sensitive data in transit and at rest using AWS Key Management Service
 - Identity and access management via AWS Cognito with strict role-based access controls
 - Mandatory multi-factor authentication for all privileged users
- Continuous Oversight and Auditability
 - System monitoring, alerting, and reporting via AWS CloudWatch
 - Immutable audit trails via AWS CloudTrail
 - Full traceability of user access, CI score submissions, and financial transactions
- Compliance Readiness
 - AWS environments supporting the platform maintain certifications including:
 - SOC 1, SOC 2, and SOC 3
 - ISO/IEC 27001, 27017, and 27018
 - Alignment with NIST cybersecurity frameworks

	<p>Annual third-party cybersecurity audits involving CISA, CISM, or CISSP-certified professionals will be conducted and shared with NDWEE, reinforcing transparency and accountability.</p>
	<p>Requirement: Conduct and report on an annual cybersecurity audit whose team includes Certified Information Systems Auditors (CISA), Certified Information Security Managers (CISM), or Certified Information Systems Security Professionals (CISSP).</p> <p>NOTE: Demonstrate expertise in SOC 2, ISO/IEC 27001, and NIST cybersecurity frameworks to ensure a high level of technical scrutiny.</p> <p>Bidder Response:</p> <p>ARVA RESPONSE:</p> <p>Data security is treated as a governance obligation, not a technical afterthought. ARVA Intelligence’s security posture is designed to withstand regulatory audits, public records scrutiny, and evolving cybersecurity threats.</p> <p>Executive security commitments include:</p> <ul style="list-style-type: none"> ● Defense-in-Depth Architecture <ul style="list-style-type: none"> ○ Encryption of all sensitive data in transit and at rest using AWS Key Management Service ○ Identity and access management via AWS Cognito with strict role-based access controls ○ Mandatory multi-factor authentication for all privileged users ● Continuous Oversight and Auditability <ul style="list-style-type: none"> ○ System monitoring, alerting, and reporting via AWS CloudWatch ○ Immutable audit trails via AWS CloudTrail ○ Full traceability of user access, CI score submissions, and financial transactions ● Compliance Readiness <ul style="list-style-type: none"> ○ AWS environments supporting the platform maintain certifications including: <ul style="list-style-type: none"> ■ SOC 1, SOC 2, and SOC 3 ■ ISO/IEC 27001, 27017, and 27018 ■ Alignment with NIST cybersecurity frameworks <p>Annual third-party cybersecurity audits involving CISA, CISM, or CISSP-certified professionals will be conducted and shared with NDWEE, reinforcing transparency and accountability.</p>

	<p>Quality assurance is treated as a continuous operational discipline, not a one-time launch activity.</p> <p>ARVA Intelligence will:</p> <ul style="list-style-type: none"> ● Align all validation activities with NDWEE’s Quality Assurance Project Plan (QAPP) ● Maintain sandbox environments for testing updates prior to production deployment ● Support future integrations, including evolving carbon market mechanisms, without destabilizing core operations
1.3	Payment Processing Integration
1.3.a	<p>Requirement: Automate incentive payments to participants based on predefined rules and thresholds determined by NDWEE once a valid CI score is confirmed.</p> <p>ARVA RESPONSE:</p> <p>Payment processing within the Precision and Regenerative Agriculture Grant Programs is treated as a core program governance function, requiring the same rigor, compliance, and transparency as the CI incentive framework. ARVA Intelligence will ensure that all grant-related payments are executed in a manner that is compliant with NDWEE requirements, State of Nebraska fiscal controls, and applicable federal grant management and audit standards.</p> <p>ARVA Intelligence’s payment processing approach is designed to provide NDWEE with policy control while delivering producers a predictable, transparent, and efficient disbursement and reimbursement experience.</p> <p>Key executive commitments include:</p> <ul style="list-style-type: none"> ● Compliance-First Grant Disbursement <ul style="list-style-type: none"> ○ Grant payments will be issued only after grant applications, supporting documentation, and cropping or practice data have been received, reviewed, verified, and approved in accordance with NDWEE-defined program rules. ○ Payment workflows will align with state accounting requirements, segregation-of-duties controls, and federal grant compliance

obligations, including documentation and reporting expectations associated with EPA funding.

- All grant disbursements will be supported by complete digital records linking application approval, verification, and payment execution.

- Flexible and Adaptive Payment Mechanisms

- The platform will support electronic payment options such as ACH and direct deposit and will be architected to accommodate additional NDWEE-approved electronic payment methods if program needs or regulatory guidance evolve.
- Payment configurations will be flexible enough to support different grant structures, reimbursement models, or phased payments without requiring system re-engineering.
- This flexibility ensures alignment with both regulatory requirements and producer expectations regarding timeliness and clarity of reimbursement.

- Participant Transparency and Status Visibility

- Grant applicants will have secure, real-time visibility into application status, approval milestones, and payment progress through intuitive dashboards.
- Clear notifications and payment status indicators will reduce administrative friction and enhance participant confidence in program execution.

- Auditability and Financial Oversight

- Comprehensive payment logs, transaction histories, and audit trails will be maintained for all grant disbursements.
- Grant payment data will be readily available for NDWEE review, reconciliation, reporting, and federal audit support.
- The system will support routine audits and ad hoc financial reviews without reliance on manual reconciliation processes.

This approach ensures that grant payment processing is secure, compliant, transparent, and adaptable, protecting NDWEE and the State while delivering a producer-centered experience consistent with the goals of the ONE RED program.

Requirement: Integrate with banking or payment systems (e.g., ACH, digital wallets, or direct deposit platforms) to facilitate timely and accurate payments to participants.

ARVA RESPONSE:

Payment processing within the Precision and Regenerative Agriculture Grant Programs is treated as a core program governance function, requiring the same rigor, compliance, and transparency as the CI incentive framework. ARVA Intelligence will ensure that all grant-related payments are executed in a manner that is compliant with NDWEE requirements, State of Nebraska fiscal controls, and applicable federal grant management and audit standards.

ARVA Intelligence’s payment processing approach is designed to provide NDWEE with policy control while delivering producers a predictable, transparent, and efficient disbursement and reimbursement experience.

Key executive commitments include:

- Compliance-First Grant Disbursement
 - Grant payments will be issued only after grant applications, supporting documentation, and cropping or practice data have been received, reviewed, verified, and approved in accordance with NDWEE-defined program rules.
 - Payment workflows will align with state accounting requirements, segregation-of-duties controls, and federal grant compliance obligations, including documentation and reporting expectations associated with EPA funding.
 - All grant disbursements will be supported by complete digital records linking application approval, verification, and payment execution.

- Flexible and Adaptive Payment Mechanisms
 - The platform will support electronic payment options such as ACH and direct deposit and will be architected to accommodate additional NDWEE-approved electronic payment methods if program needs or regulatory guidance evolve.
 - Payment configurations will be flexible enough to support different grant structures, reimbursement models, or phased payments without requiring system re-engineering.
 - This flexibility ensures alignment with both regulatory requirements and producer expectations regarding timeliness and clarity of reimbursement.

- Participant Transparency and Status Visibility

	<ul style="list-style-type: none"> ○ Grant applicants will have secure, real-time visibility into application status, approval milestones, and payment progress through intuitive dashboards. ○ Clear notifications and payment status indicators will reduce administrative friction and enhance participant confidence in program execution. <ul style="list-style-type: none"> ● Auditability and Financial Oversight <ul style="list-style-type: none"> ○ Comprehensive payment logs, transaction histories, and audit trails will be maintained for all grant disbursements. ○ Grant payment data will be readily available for NDWEE review, reconciliation, reporting, and federal audit support. ○ The system will support routine audits and ad hoc financial reviews without reliance on manual reconciliation processes. <p>This approach ensures that grant payment processing is secure, compliant, transparent, and adaptable, protecting NDWEE and the State while delivering a producer-centered experience consistent with the goals of the ONE RED program.</p>
	<p>Requirement: Track and report payments in real-time, offering participants a clear view of payment status and transaction history.</p> <p>ARVA RESPONSE:</p> <p>Payment processing within the Precision and Regenerative Agriculture Grant Programs is treated as a core program governance function, requiring the same rigor, compliance, and transparency as the CI incentive framework. ARVA Intelligence will ensure that all grant-related payments are executed in a manner that is compliant with NDWEE requirements, State of Nebraska fiscal controls, and applicable federal grant management and audit standards.</p> <p>ARVA Intelligence’s payment processing approach is designed to provide NDWEE with policy control while delivering producers a predictable, transparent, and efficient disbursement and reimbursement experience.</p> <p>Key executive commitments include:</p> <ul style="list-style-type: none"> ● Compliance-First Grant Disbursement <ul style="list-style-type: none"> ○ Grant payments will be issued only after grant applications, supporting documentation, and cropping or practice data have been

received, reviewed, verified, and approved in accordance with NDWEE-defined program rules.

- Payment workflows will align with state accounting requirements, segregation-of-duties controls, and federal grant compliance obligations, including documentation and reporting expectations associated with EPA funding.
- All grant disbursements will be supported by complete digital records linking application approval, verification, and payment execution.

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- The platform will support electronic payment options such as ACH and direct deposit and will be architected to accommodate additional NDWEE-approved electronic payment methods if program needs or regulatory guidance evolve.
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- Grant applicants will have secure, real-time visibility into application status, approval milestones, and payment progress through intuitive dashboards.
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- Comprehensive payment logs, transaction histories, and audit trails will be maintained for all grant disbursements.
- Grant payment data will be readily available for NDWEE review, reconciliation, reporting, and federal audit support.
- The system will support routine audits and ad hoc financial reviews without reliance on manual reconciliation processes.

This approach ensures that grant payment processing is secure, compliant, transparent, and adaptable, protecting NDWEE and the State while delivering a producer-centered experience consistent with the goals of the ONE RED program.

1.4	System Validation and Quality Assurance
1.4.a	<p>Requirement: Test the platform thoroughly for functionality, scalability, security, and usability before launch.</p> <p>Bidder Response:</p> <p>Quality assurance is treated as a continuous operational discipline, not a one-time launch activity.</p> <p>ARVA Intelligence will:</p> <ul style="list-style-type: none"> ● Align all validation activities with NDWEE’s Quality Assurance Project Plan (QAPP) ● Maintain sandbox environments for testing updates prior to production deployment ● Support future integrations, including evolving carbon market mechanisms, without destabilizing core operations
	<p>Requirement: Perform continuous quality assurance (QA) and updates to ensure system stability and performance as usage scales up.</p> <p>Bidder Response:</p> <p>Quality assurance is treated as a continuous operational discipline, not a one-time launch activity.</p> <p>ARVA Intelligence will:</p> <ul style="list-style-type: none"> ● Align all validation activities with NDWEE’s Quality Assurance Project Plan (QAPP) ● Maintain sandbox environments for testing updates prior to production deployment ● Support future integrations, including evolving carbon market mechanisms, without destabilizing core operations ● Test thoroughly prior to launch for functionality, scalability, security, usability, and workflow integrity. ● Align validation and QA activities to NDWEE’s Quality Assurance Project Plan (QAPP) including documentation of test plans, results, and

	<p>corrective actions.</p> <ul style="list-style-type: none"> ● Maintain sandbox and staging environments to test updates and integrations before production deployment. ● Operate continuous QA and monitoring post-launch to maintain stability as participation scales and to proactively address defects, performance issues, or emerging risks. ● Support future upgrades and integrations without destabilizing core grant intake, review, reporting, or payment workflows, using documented change management and NDWEE-approved release controls.
	<p>Requirement: Review and conform to NDWEE's Quality Assurance Project Plan (QAPP) for this project. See Attachment B</p> <p>Bidder Response:</p> <p>Quality assurance is treated as a continuous operational discipline, not a one-time launch activity.</p> <p>ARVA Intelligence will:</p> <ul style="list-style-type: none"> ● Align all validation activities with NDWEE's Quality Assurance Project Plan (QAPP) ● Maintain sandbox environments for testing updates prior to production deployment ● Support future integrations, including evolving carbon market mechanisms, without destabilizing core operations ● Test thoroughly prior to launch for functionality, scalability, security, usability, and workflow integrity. ● Align validation and QA activities to NDWEE's Quality Assurance Project Plan (QAPP) including documentation of test plans, results, and corrective actions. ● Maintain sandbox and staging environments to test updates and integrations before production deployment. ● Operate continuous QA and monitoring post-launch to maintain stability as participation scales and to proactively address defects, performance

	<p>issues, or emerging risks.</p> <ul style="list-style-type: none"> ● Support future upgrades and integrations without destabilizing core grant intake, review, reporting, or payment workflows, using documented change management and NDWEE-approved release controls.
	<p>Requirement: Provide support for future upgrades, including the ability to adapt to changing requirements or integration with additional functionalities (e.g., integration with carbon markets).</p> <p>Bidder Response:</p> <p>Quality assurance is treated as a continuous operational discipline, not a one-time launch activity.</p> <p>ARVA Intelligence will:</p> <ul style="list-style-type: none"> ● Align all validation activities with NDWEE’s Quality Assurance Project Plan (QAPP) ● Maintain sandbox environments for testing updates prior to production deployment ● Support future integrations, including evolving carbon market mechanisms, without destabilizing core operations ● Test thoroughly prior to launch for functionality, scalability, security, usability, and workflow integrity. ● Align validation and QA activities to NDWEE’s Quality Assurance Project Plan (QAPP) including documentation of test plans, results, and corrective actions. ● Maintain sandbox and staging environments to test updates and integrations before production deployment. ● Operate continuous QA and monitoring post-launch to maintain stability as participation scales and to proactively address defects, performance issues, or emerging risks. ● Support future upgrades and integrations without destabilizing core grant intake, review, reporting, or payment workflows, using documented change management and NDWEE-approved release controls.
1.5	User Training and Support

1.5.a	<p>Requirement: Develop training materials (e.g., user manuals, video tutorials) to help both participants and third-party service providers navigate the platform.</p>
	<p>Bidder Response:</p> <p>Executive success depends on adoption and confidence, not merely system availability. ARVA will provide:</p> <ul style="list-style-type: none"> ● Role-specific training for producers, Approved Service Providers, reviewers, and NDWEE administrators, tailored to each workflow (application intake, review, verification, approvals, and payments). ● Multi-format training materials, including quick-start guides, step-by-step job aids, and short tutorial videos designed for non-technical users. ● Ongoing, multi-channel support (email and phone support; optional ticketing workflows) with documented triage, escalation, and response targets. ● Operational support for peak periods (application surges, verification cycles, and payment cycles) through staffing and surge capacity to maintain service levels. ● Knowledge base and release notes so users have a clear record of policy-driven updates, workflow changes, and new functionality.
	<p>Requirement: Provide ongoing customer support for technical issues, including troubleshooting and real-time problem resolution.</p>
	<p>Bidder Response:</p> <p>Executive success of the program depends on adoption and confidence, not merely availability.</p> <p>ARVA Intelligence will provide:</p> <ul style="list-style-type: none"> ● Role-specific training for producers, ASPs, and administrators ● Clear, accessible documentation that supports varying levels of technical sophistication ● A responsive, multi-channel support model that reinforces trust and program continuity

	<p>Requirement: Set up a help desk or support center with multiple communication channels (e.g., phone, email, chat) to handle queries from participants, vendors, and administrators.</p> <p>Bidder Response:</p> <p>Executive success depends on adoption and confidence, not merely system availability. ARVA will provide:</p> <ul style="list-style-type: none"> ● Role-specific training for producers, Approved Service Providers, reviewers, and NDWEE administrators, tailored to each workflow (application intake, review, verification, approvals, and payments). ● Multi-format training materials, including quick-start guides, step-by-step job aids, and short tutorial videos designed for non-technical users. ● Ongoing, multi-channel support (email and phone support; optional ticketing workflows) with documented triage, escalation, and response targets. ● Operational support for peak periods (application surges, verification cycles, and payment cycles) through staffing and surge capacity to maintain service levels. ● Knowledge base and release notes so users have a clear record of policy-driven updates, workflow changes, and new functionality.
1.6	Data Reporting, Analytics, and Evaluation
	<p>Requirement: Build robust data reporting features that allow program administrators to track submissions, analyze CI score trends, and generate customized reports.</p> <p>Bidder Response:</p> <p>Reporting is designed to meet three simultaneous audiences:</p> <ol style="list-style-type: none"> 1. NDWEE program leadership 2. Federal oversight entities such as the United States Environmental Protection Agency 3. Producers, ASPs, and other requested stakeholders <p>The platform will deliver:</p> <ul style="list-style-type: none"> ● Quarterly and annual program performance reports ● Environmental outcome reporting (CI reductions, soil health, water conservation) ● Monitoring & Evaluation dashboards tied to clear KPIs ● Centralized, auditable documentation aligned with EPA and NDWEE timelines
1.6.a	
	<p>Requirement: Enable advanced analytics that can monitor key performance indicators (KPIs), such as average CI reductions across the state, incentive payout totals, and farm-level improvements.</p> <p>Bidder Response:</p> <p>Reporting is designed to meet three simultaneous audiences:</p>

	<ol style="list-style-type: none"> 1. NDWEE program leadership 2. Federal oversight entities such as the United States Environmental Protection Agency 3. Producers, ASPs, and other requested stakeholders <p>The platform will deliver:</p> <ul style="list-style-type: none"> ● Quarterly and annual program performance reports ● Environmental outcome reporting (CI reductions, soil health, water conservation) ● Monitoring & Evaluation dashboards tied to clear KPIs ● Centralized, auditable documentation aligned with EPA and NDWEE timelines
	<p>Requirement: Integrate data export functionalities for ease of reporting to stakeholders, including the EPA and other regulatory bodies.</p> <p>Bidder Response:</p> <p>Reporting is designed to meet three simultaneous audiences:</p> <ol style="list-style-type: none"> 1. NDWEE program leadership 2. Federal oversight entities such as the United States Environmental Protection Agency 3. Producers, ASPs, and other requested stakeholders <p>The platform will deliver:</p> <ul style="list-style-type: none"> ● Quarterly and annual program performance reports ● Environmental outcome reporting (CI reductions, soil health, water conservation) ● Monitoring & Evaluation dashboards tied to clear KPIs ● Centralized, auditable documentation aligned with EPA and NDWEE timelines
	<p>Requirement: Provide quarterly reports to NDWEE summarizing: (i) Program milestones and accomplishments, (ii) Enrollment and participation statistics, (iii) Challenges encountered and mitigation strategies, (iv) Financial tracking and budget updates.</p> <p>Bidder Response:</p> <p>Reporting is designed to meet three simultaneous audiences:</p> <ol style="list-style-type: none"> 1. NDWEE program leadership 2. Federal oversight entities such as the United States Environmental Protection Agency 3. Producers, ASPs, and other requested stakeholders <p>The platform will deliver:</p> <ul style="list-style-type: none"> ● Quarterly and annual program performance reports ● Environmental outcome reporting (CI reductions, soil health, water conservation) ● Monitoring & Evaluation dashboards tied to clear KPIs ● Centralized, auditable documentation aligned with EPA and NDWEE timelines

	<p>Requirement: Submit comprehensive annual reports including: (i) Year-to-date summaries of all program activities, (ii) Cumulative financial statements, (iii) Assessment of program effectiveness and environmental outcomes.</p> <p>Bidder Response:</p> <p>Reporting is designed to meet three simultaneous audiences:</p> <ol style="list-style-type: none"> 1. NDWEE program leadership 2. Federal oversight entities such as the United States Environmental Protection Agency 3. Producers, ASPs, and other requested stakeholders <p>The platform will deliver:</p> <ul style="list-style-type: none"> • Quarterly and annual program performance reports • Environmental outcome reporting (CI reductions, soil health, water conservation) • Monitoring & Evaluation dashboards tied to clear KPIs • Centralized, auditable documentation aligned with EPA and NDWEE timelines
	<p>Requirement: Provide detailed environmental outcome data in each report, including: (i) Carbon intensity (CI) reductions (tons of CO₂-equivalent), (ii) Soil health improvements, (iii) Water conservation metrics.</p> <p>Bidder Response:</p> <p>Reporting is designed to meet three simultaneous audiences:</p> <ol style="list-style-type: none"> 1. NDWEE program leadership 2. Federal oversight entities such as the United States Environmental Protection Agency 3. Producers, ASPs, and other requested stakeholders <p>The platform will deliver:</p> <ul style="list-style-type: none"> • Quarterly and annual program performance reports • Environmental outcome reporting (CI reductions, soil health, water conservation) • Monitoring & Evaluation dashboards tied to clear KPIs • Centralized, auditable documentation aligned with EPA and NDWEE timelines
	<p>Requirement: Design and implement a robust monitoring and evaluation framework to assess: (i) Performance of grant-funded projects, (ii) Effectiveness of the CI Data Bank platform, (iii) Adoption rates and outcomes of regenerative/climate-smart practices.</p>

	<p>Bidder Response:</p> <p>Reporting is designed to meet three simultaneous audiences:</p> <ol style="list-style-type: none"> 1. NDWEE program leadership 2. Federal oversight entities such as the United States Environmental Protection Agency 3. Producers, ASPs, and other requested stakeholders <p>The platform will deliver:</p> <ul style="list-style-type: none"> • Quarterly and annual program performance reports • Environmental outcome reporting (CI reductions, soil health, water conservation) • Monitoring & Evaluation dashboards tied to clear KPIs • Centralized, auditable documentation aligned with EPA and NDWEE timelines
	<p>Requirement: Track and report against clear, quantifiable metrics including: (i) Tons of CO₂ reduced or avoided, (ii) Acres of regenerative practices adopted, (iii) Number and type of conservation practices, (iv) Changes in baseline vs. post-implementation CI scores.</p> <p>Bidder Response:</p> <p>Reporting is designed to meet three simultaneous audiences:</p> <ol style="list-style-type: none"> 1. NDWEE program leadership 2. Federal oversight entities such as the United States Environmental Protection Agency 3. Producers, ASPs, and other requested stakeholders <p>The platform will deliver:</p> <ul style="list-style-type: none"> • Quarterly and annual program performance reports • Environmental outcome reporting (CI reductions, soil health, water conservation) • Monitoring & Evaluation dashboards tied to clear KPIs • Centralized, auditable documentation aligned with EPA and NDWEE timelines
	<p>Requirement: Ensure open and auditable documentation of all program activities, financials, and outcomes. (i) Maintain a centralized reporting system or dashboard that supports data sharing with EPA, NDWEE, and other stakeholders.</p> <p>Bidder Response:</p> <p>Reporting is designed to meet three simultaneous audiences:</p> <ol style="list-style-type: none"> 1. NDWEE program leadership 2. Federal oversight entities such as the United States Environmental Protection Agency

	<p>3. Producers, ASPs, and other requested stakeholders</p> <p>The platform will deliver:</p> <ul style="list-style-type: none"> ● Quarterly and annual program performance reports ● Environmental outcome reporting (CI reductions, soil health, water conservation) ● Monitoring & Evaluation dashboards tied to clear KPIs ● Centralized, auditable documentation aligned with EPA and NDWEE timelines
	<p>Requirement: Align all reports with applicable EPA and NDWEE guidelines and timelines. (i) Ensure proper documentation for audits, evaluations, and public recordkeeping.</p> <p>Bidder Response:</p> <p>Reporting is designed to meet three simultaneous audiences:</p> <ol style="list-style-type: none"> 1. NDWEE program leadership 2. Federal oversight entities such as the United States Environmental Protection Agency 3. Producers, ASPs, and other requested stakeholders <p>The platform will deliver:</p> <ul style="list-style-type: none"> ● Quarterly and annual program performance reports ● Environmental outcome reporting (CI reductions, soil health, water conservation) ● Monitoring & Evaluation dashboards tied to clear KPIs ● Centralized, auditable documentation aligned with EPA and NDWEE timelines
	<p>Maintenance and Updates</p>
	<p>Requirement: Provide ongoing system maintenance to ensure the platform remains secure, up-to-date, and optimized for performance.</p> <p>Bidder Response:</p> <p>ARVA Intelligence views long-term operations as a stewardship responsibility.</p> <p>Throughout the agreement and provision of services, ARVA Intelligence commits to:</p> <ul style="list-style-type: none"> ● Maintaining ≥99.5% system uptime ● Proactive monitoring and incident response ● Continuous security patching and feature enhancement

	<ul style="list-style-type: none"> ● Structured change management to accommodate evolving policy needs
	<p>Requirement: Offer post-launch updates to enhance functionality, fix bugs, and incorporate new features based on user feedback or evolving program requirements.</p> <p>Bidder Response:</p> <p>ARVA Intelligence views long-term operations as a stewardship responsibility.</p> <p>Throughout the agreement and provision of services, ARVA Intelligence commits to:</p> <ul style="list-style-type: none"> ● Maintaining ≥99.5% system uptime ● Proactive monitoring and incident response ● Continuous security patching and feature enhancement ● Structured change management to accommodate evolving policy needs
	<p>Requirement: Monitor system performance to ensure 99.5% uptime reliability and quick resolution of any issues that arise.</p> <p>Bidder Response:</p> <p>ARVA Intelligence views long-term operations as a stewardship responsibility.</p> <p>Throughout the agreement and provision of services, ARVA Intelligence commits to:</p> <ul style="list-style-type: none"> ● Maintaining ≥99.5% system uptime ● Proactive monitoring and incident response ● Continuous security patching and feature enhancement ● Structured change management to accommodate evolving policy needs

**2 – PI & CI GRANTS DIGITAL INTERFACE
TECHNICAL REQUIREMENT RESPONSES**

2.1	Interface Design and Development
2.1.a	<p>Requirement: Develop a secure, scalable, and user-friendly digital platform that allows participants or approved third-party vendors to upload cropping data.</p>
	<p>Bidder Response:</p> <p>The Precision and Regenerative Agriculture Grants Interface will be architected as an integrated, configurable, and modular platform capable of supporting multiple grant types, evolving eligibility criteria, and future legislative or programmatic changes without structural redesign.</p> <p>Policy-Driven Configuration</p> <p>Grant eligibility rules, scoring criteria, funding thresholds, approval workflows, and funding caps will be configurable by NDWEE administrators without code changes. This preserves NDWEE's policy authority while minimizing operational friction as programs evolve.</p> <p>Secure Data Intake and Application Submission</p> <p>The platform will allow producers or NDWEE-approved third-party service providers to securely upload cropping data and submit grant applications through role-based access controls. Submission workflows will include:</p> <ul style="list-style-type: none"> ● Structured application forms aligned with NDWEE program criteria ● Required documentation upload capability ● Automated completeness checks prior to submission ● Timestamped and auditable intake records <p>Where applicable, the platform will interface with NDWEE's Grant Management software to support payment coordination and administrative reporting.</p>
2	<p>Requirement: Allow participants or approved third-party service providers to submit precision agriculture applications for program review and interface with NDWEE's Grant Management software, if applicable, to manage participant grant payments.</p>
	<p>Bidder Response:</p> <p>The Precision and Regenerative Agriculture Grants Interface will be architected as an integrated, configurable, and modular platform capable of supporting multiple grant types, evolving eligibility criteria, and future legislative or programmatic changes without structural redesign.</p> <p>Policy-Driven Configuration</p>

	<p>Grant eligibility rules, scoring criteria, funding thresholds, approval workflows, and funding caps will be configurable by NDWEE administrators without code changes. This preserves NDWEE's policy authority while minimizing operational friction as programs evolve.</p> <p>Secure Data Intake and Application Submission</p> <p>The platform will allow producers or NDWEE-approved third-party service providers to securely upload cropping data and submit grant applications through role-based access controls. Submission workflows will include:</p> <ul style="list-style-type: none"> • Structured application forms aligned with NDWEE program criteria • Required documentation upload capability • Automated completeness checks prior to submission • Timestamped and auditable intake records <p>Where applicable, the platform will interface with NDWEE's Grant Management software to support payment coordination and administrative reporting.</p>
	<p>Requirement: Develop and include a Scenario Modeling Tool to generate “what-if” impacts such as switching to no-till, adding cover crops or using renewable energy such as biodiesel.</p> <p>Bidder Response:</p> <p>The grants platform will include a producer-facing scenario modeling tool that allows participants to evaluate potential impacts of adopting practices such as no-till, cover crops, equipment upgrades, or renewable fuel use.</p> <p>2 Executive priorities include:</p> <ul style="list-style-type: none"> • Producer-Facing "What-If" Modeling: Producers can evaluate how different practices, acres, or investment levels may affect eligibility, projected grant amounts, and expected environmental outcomes. • Policy-Aligned Assumptions: All modeling logic will reflect NDWEE-approved assumptions and parameters to ensure consistency between modeled and actual outcomes. • Clarity Without Over-Promising: Tools are explicitly positioned as decision aids, not guarantees, reinforcing program integrity and managing expectations.
	<p>Requirement: Create an intuitive interface where farmers can access their cropping data, track payment status, and monitor their historical data.</p> <p>Bidder Response:</p> <p>2 Producers will have access to a secure dashboard where they can:</p> <ul style="list-style-type: none"> • Upload cropping and practice data • Submit and track grant applications • View approval milestones • Monitor payment status and history

	<ul style="list-style-type: none"> • Access historical submissions and documentation <p>The interface will be designed for usability by non-technical users and optimized for both desktop and mobile access.</p>
	<p>Requirement: Design a backend system capable of storing and organizing large volumes of cropping data, with advanced search, filtering, and reporting capabilities.</p> <p>Bidder Response:</p> <p>2 The backend system will securely store and organize large volumes of cropping, financial, and supporting documentation data with:</p> <ul style="list-style-type: none"> • Advanced search and filtering capabilities • Role-based administrative views • Export functionality for NDWEE reporting and oversight • Immutable audit logging of submissions, reviews, and payment actions
	<p>Requirement: Integrate a payment system, considering any NDWEE’s Grant Management software, that issues the grant payment once cropping data has been received, verified, and confirmed.</p> <p>2 Bidder Response:</p> <p>The system will integrate with electronic payment mechanisms (e.g., ACH/direct deposit) and, where applicable, NDWEE’s Grant Management software to ensure grant payments are issued only after required data submission, verification, and NDWEE approval.</p>
	<p>Requirement: Ensure API integration with third-party service providers who will upload cropping data, including verification of authorized approved service providers and standardizing data formats for seamless input.</p> <p>Bidder Response:</p> <p>2 The platform will support secure API-based integration with NDWEE-approved third-party service providers for standardized data uploads. API access will include:</p> <ul style="list-style-type: none"> • Authorization controls to ensure only approved providers can submit data • Standardized data formats to ensure consistency and validation • Automated verification checks and exception handling workflows
2.2	Data Security and Privacy
2.2.a	<p>Requirement: Implement robust cybersecurity measures to protect sensitive data, including encryption of both in-transit and at-rest data.</p>

	<p>Bidder Response:</p> <p>Grant program data will be governed under the same producer ownership, consent, and security framework as the CI Data Bank. ARVA will implement robust cybersecurity and privacy controls to protect sensitive participant and operational data, including:</p> <ul style="list-style-type: none"> ● Encryption in transit and at rest using industry-standard protocols and managed key controls. ● Role-based access controls (least privilege) to ensure NDWEE staff, reviewers, support staff, and approved third parties can only access data required for their authorized functions. ● Multi-factor authentication (MFA) for all privileged users and administrative roles. ● Approved provider authentication and authorization to ensure only NDWEE-approved, verified entities can submit cropping data and related grant documentation. ● Audit logging and traceability of system access, data submissions, workflow actions, and payment events to support internal controls and external audit requirements. ● Compliance readiness and annual cybersecurity audit: ARVA will conduct and provide NDWEE an annual third-party cybersecurity audit performed by qualified professionals (CISA/CISM/CISSP) and maintain governance practices aligned with SOC 2, ISO/IEC 27001, and NIST cybersecurity frameworks. <p>These controls are designed to protect producer privacy, preserve data integrity, and ensure the grants platform remains defensible under state and federal oversight.</p>
	<p>Requirement: Ensure data privacy compliance with relevant regulations (e.g., GDPR, CCPA, or applicable federal/state regulations) to protect participants' confidential information.</p> <p>Bidder Response:</p> <p>Grant program data will be governed under the same producer ownership, consent, and security framework as the CI Data Bank. ARVA will implement robust cybersecurity and privacy controls to protect sensitive participant and operational data, including:</p> <ul style="list-style-type: none"> ● Encryption in transit and at rest using industry-standard protocols and managed key controls. ● Role-based access controls (least privilege) to ensure NDWEE staff, reviewers, support staff, and approved third parties can only access data required for their authorized functions. ● Multi-factor authentication (MFA) for all privileged users and administrative roles. ● Approved provider authentication and authorization to ensure only NDWEE-approved, verified entities can submit cropping data and related grant documentation. ● Audit logging and traceability of system access, data submissions, workflow actions, and payment events to support internal controls and external audit requirements. ● Compliance readiness and annual cybersecurity audit: ARVA will conduct and provide NDWEE an annual third-party cybersecurity audit performed by qualified

	<p>professionals (CISA/CISM/CISSP) and maintain governance practices aligned with SOC 2, ISO/IEC 27001, and NIST cybersecurity frameworks.</p> <p>These controls are designed to protect producer privacy, preserve data integrity, and ensure the grants platform remains defensible under state and federal oversight.</p>
	<p>Requirement: Authenticate and verify third-party approved service providers to ensure only approved, verified entities can upload cropping data, minimizing the risk of fraudulent or erroneous data entries.</p> <p>Bidder Response:</p> <p>Grant program data will be governed under the same producer ownership, consent, and security framework as the CI Data Bank. ARVA will implement robust cybersecurity and privacy controls to protect sensitive participant and operational data, including:</p> <ul style="list-style-type: none"> ● Encryption in transit and at rest using industry-standard protocols and managed key controls. ● Role-based access controls (least privilege) to ensure NDWEE staff, reviewers, support staff, and approved third parties can only access data required for their authorized functions. ● Multi-factor authentication (MFA) for all privileged users and administrative roles. ● Approved provider authentication and authorization to ensure only NDWEE-approved, verified entities can submit cropping data and related grant documentation. ● Audit logging and traceability of system access, data submissions, workflow actions, and payment events to support internal controls and external audit requirements. ● Compliance readiness and annual cybersecurity audit: ARVA will conduct and provide NDWEE an annual third-party cybersecurity audit performed by qualified professionals (CISA/CISM/CISSP) and maintain governance practices aligned with SOC 2, ISO/IEC 27001, and NIST cybersecurity frameworks. <p>These controls are designed to protect producer privacy, preserve data integrity, and ensure the grants platform remains defensible under state and federal oversight.</p>
	<p>Requirement: Conduct and report on an annual cybersecurity audit whose team includes Certified Information Systems Auditors (CISA), Certified Information Security Managers (CISM), or Certified Information Systems Security Professionals (CISSP).</p> <p>NOTE: Demonstrate expertise in SOC 2, ISO/IEC 27001, and NIST cybersecurity frameworks to ensure a high level of technical scrutiny.</p> <p>Bidder Response:</p> <p>Grant program data will be governed under the same producer ownership, consent, and security framework as the CI Data Bank. ARVA will implement robust cybersecurity and privacy controls to protect sensitive participant and operational data, including:</p> <ul style="list-style-type: none"> ● Encryption in transit and at rest using industry-standard protocols and managed key controls.

	<ul style="list-style-type: none"> ● Role-based access controls (least privilege) to ensure NDWEE staff, reviewers, support staff, and approved third parties can only access data required for their authorized functions. ● Multi-factor authentication (MFA) for all privileged users and administrative roles. ● Approved provider authentication and authorization to ensure only NDWEE-approved, verified entities can submit cropping data and related grant documentation. ● Audit logging and traceability of system access, data submissions, workflow actions, and payment events to support internal controls and external audit requirements. ● Compliance readiness and annual cybersecurity audit: ARVA will conduct and provide NDWEE an annual third-party cybersecurity audit performed by qualified professionals (CISA/CISM/CISSP) and maintain governance practices aligned with SOC 2, ISO/IEC 27001, and NIST cybersecurity frameworks. <p>These controls are designed to protect producer privacy, preserve data integrity, and ensure the grants platform remains defensible under state and federal oversight.</p>
2.3	Payment Processing Integration
2.3.a	<p>Requirement: Automate incentive payments to participants based on predefined rules and thresholds once a valid cropping data is confirmed.</p> <p>Bidder Response:</p> <p>Payment processing within the Precision and Regenerative Agriculture Grant Programs is treated as a core program governance function, requiring the same rigor, compliance, and transparency as the CI incentive framework. ARVA Intelligence will ensure that all grant-related payments are executed in a manner that is compliant with NDWEE requirements, State of Nebraska fiscal controls, and applicable federal grant management and audit standards.</p> <p>ARVA Intelligence's payment processing approach is designed to provide NDWEE with policy control while delivering producers a predictable, transparent, and efficient disbursement and reimbursement experience.</p> <p>Key executive commitments include:</p> <ul style="list-style-type: none"> ● Compliance-First Grant Disbursement <ul style="list-style-type: none"> ○ Grant payments will be issued only after grant applications, supporting documentation, and cropping or practice data have been received, reviewed, verified, and approved in accordance with NDWEE-defined program rules. ○ Payment workflows will align with state accounting requirements, segregation-of-duties controls, and federal grant compliance obligations, including documentation and reporting expectations associated with EPA funding. ○ All grant disbursements will be supported by complete digital records linking application approval, verification, and payment execution. ● Flexible and Adaptive Payment Mechanisms <ul style="list-style-type: none"> ○ The platform will support electronic payment options such as ACH and direct deposit and will be architected to accommodate additional NDWEE-approved electronic payment methods if program needs or regulatory guidance evolve. ○ Payment configurations will be flexible enough to support different grant structures, reimbursement models, or phased payments without requiring system re-engineering.

	<ul style="list-style-type: none"> ○ This flexibility ensures alignment with both regulatory requirements and producer expectations regarding timeliness and clarity of reimbursement. ● Participant Transparency and Status Visibility <ul style="list-style-type: none"> ○ Grant applicants will have secure, real-time visibility into application status, approval milestones, and payment progress through intuitive dashboards. ○ Clear notifications and payment status indicators will reduce administrative friction and enhance participant confidence in program execution. ● Auditability and Financial Oversight <ul style="list-style-type: none"> ○ Comprehensive payment logs, transaction histories, and audit trails will be maintained for all grant disbursements. ○ Grant payment data will be readily available for NDWEE review, reconciliation, reporting, and federal audit support. ○ The system will support routine audits and ad hoc financial reviews without reliance on manual reconciliation processes. <p>This approach ensures that grant payment processing is secure, compliant, transparent, and adaptable, protecting NDWEE and the State while delivering a producer-centered experience consistent with the goals of the ONE RED program.</p>
	<p>Requirement: Integrate with banking or payment systems (e.g., ACH, digital wallets, or direct deposit platforms) to facilitate timely and accurate payments to participants.</p> <p>Bidder Response:</p> <p>Payment processing within the Precision and Regenerative Agriculture Grant Programs is treated as a core program governance function, requiring the same rigor, compliance, and transparency as the CI incentive framework. ARVA Intelligence will ensure that all grant-related payments are executed in a manner that is compliant with NDWEE requirements, State of Nebraska fiscal controls, and applicable federal grant management and audit standards.</p> <p>ARVA Intelligence's payment processing approach is designed to provide NDWEE with policy control while delivering producers a predictable, transparent, and efficient disbursement and reimbursement experience.</p> <p>2 Key executive commitments include:</p> <ul style="list-style-type: none"> ● Compliance-First Grant Disbursement <ul style="list-style-type: none"> ○ Grant payments will be issued only after grant applications, supporting documentation, and cropping or practice data have been received, reviewed, verified, and approved in accordance with NDWEE-defined program rules. ○ Payment workflows will align with state accounting requirements, segregation-of-duties controls, and federal grant compliance obligations, including documentation and reporting expectations associated with EPA funding. ○ All grant disbursements will be supported by complete digital records linking application approval, verification, and payment execution. ● Flexible and Adaptive Payment Mechanisms <ul style="list-style-type: none"> ○ The platform will support electronic payment options such as ACH and direct deposit and will be architected to accommodate additional NDWEE-approved electronic payment methods if program needs or regulatory guidance evolve. ○ Payment configurations will be flexible enough to support different grant structures, reimbursement models, or phased payments without requiring system re-engineering.

	<ul style="list-style-type: none"> ○ This flexibility ensures alignment with both regulatory requirements and producer expectations regarding timeliness and clarity of reimbursement. ● Participant Transparency and Status Visibility <ul style="list-style-type: none"> ○ Grant applicants will have secure, real-time visibility into application status, approval milestones, and payment progress through intuitive dashboards. ○ Clear notifications and payment status indicators will reduce administrative friction and enhance participant confidence in program execution. ● Auditability and Financial Oversight <ul style="list-style-type: none"> ○ Comprehensive payment logs, transaction histories, and audit trails will be maintained for all grant disbursements. ○ Grant payment data will be readily available for NDWEE review, reconciliation, reporting, and federal audit support. ○ The system will support routine audits and ad hoc financial reviews without reliance on manual reconciliation processes. <p>This approach ensures that grant payment processing is secure, compliant, transparent, and adaptable, protecting NDWEE and the State while delivering a producer-centered experience consistent with the goals of the ONE RED program.</p>
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Requirement: Track and report payments in real-time, offering participants a clear view of payment status and transaction history.

Bidder Response:

Payment processing within the Precision and Regenerative Agriculture Grant Programs is treated as a core program governance function, requiring the same rigor, compliance, and transparency as the CI incentive framework. ARVA Intelligence will ensure that all grant-related payments are executed in a manner that is compliant with NDWEE requirements, State of Nebraska fiscal controls, and applicable federal grant management and audit standards.

ARVA Intelligence's payment processing approach is designed to provide NDWEE with policy control while delivering producers a predictable, transparent, and efficient disbursement and reimbursement experience.

Key executive commitments include:

- **Compliance-First Grant Disbursement**
 - Grant payments will be issued only after grant applications, supporting documentation, and cropping or practice data have been received, reviewed, verified, and approved in accordance with NDWEE-defined program rules.
 - Payment workflows will align with state accounting requirements, segregation-of-duties controls, and federal grant compliance obligations, including documentation and reporting expectations associated with EPA funding.
 - All grant disbursements will be supported by complete digital records linking application approval, verification, and payment execution.
- **Flexible and Adaptive Payment Mechanisms**
 - The platform will support electronic payment options such as ACH and direct deposit and will be architected to accommodate additional NDWEE-approved electronic payment methods if program needs or regulatory guidance evolve.
 - Payment configurations will be flexible enough to support different grant structures, reimbursement models, or phased payments without requiring system re-engineering.

	<ul style="list-style-type: none"> ○ This flexibility ensures alignment with both regulatory requirements and producer expectations regarding timeliness and clarity of reimbursement. ● Participant Transparency and Status Visibility <ul style="list-style-type: none"> ○ Grant applicants will have secure, real-time visibility into application status, approval milestones, and payment progress through intuitive dashboards. ○ Clear notifications and payment status indicators will reduce administrative friction and enhance participant confidence in program execution. ● Auditability and Financial Oversight <ul style="list-style-type: none"> ○ Comprehensive payment logs, transaction histories, and audit trails will be maintained for all grant disbursements. ○ Grant payment data will be readily available for NDWEE review, reconciliation, reporting, and federal audit support. ○ The system will support routine audits and ad hoc financial reviews without reliance on manual reconciliation processes. <p>This approach ensures that grant payment processing is secure, compliant, transparent, and adaptable, protecting NDWEE and the State while delivering a producer-centered experience consistent with the goals of the ONE RED program.</p>
2.4	System Validation and Quality Assurance
2.4.a	<p>Requirement: Test the platform thoroughly for functionality, scalability, security, and usability before launch.</p> <p>Bidder Response:</p> <p>Quality assurance is treated as a continuous operational discipline, not a one-time launch activity. ARVA will:</p> <ul style="list-style-type: none"> ● Test thoroughly prior to launch for functionality, scalability, security, usability, and workflow integrity. ● Align validation and QA activities to NDWEE's Quality Assurance Project Plan (QAPP) including documentation of test plans, results, and corrective actions. ● Maintain sandbox and staging environments to test updates and integrations before production deployment. ● Operate continuous QA and monitoring post-launch to maintain stability as participation scales and to proactively address defects, performance issues, or emerging risks. ● Support future upgrades and integrations without destabilizing core grant intake, review, reporting, or payment workflows, using documented change management and NDWEE-approved release controls.
2	<p>Requirement: Perform continuous quality assurance (QA) and updates to ensure system stability and performance as usage scales up.</p> <p>Bidder Response:</p>

	<p>Quality assurance is treated as a continuous operational discipline, not a one-time launch activity. ARVA will:</p> <ul style="list-style-type: none"> ● Test thoroughly prior to launch for functionality, scalability, security, usability, and workflow integrity. ● Align validation and QA activities to NDWEE's Quality Assurance Project Plan (QAPP) including documentation of test plans, results, and corrective actions. ● Maintain sandbox and staging environments to test updates and integrations before production deployment. ● Operate continuous QA and monitoring post-launch to maintain stability as participation scales and to proactively address defects, performance issues, or emerging risks. ● Support future upgrades and integrations without destabilizing core grant intake, review, reporting, or payment workflows, using documented change management and NDWEE-approved release controls.
	<p>Requirement: Review and conform to NDWEE's Quality Assurance Project Plan (QAPP) for this project. See Attachment B</p> <p>Bidder Response:</p> <p>Quality assurance is treated as a continuous operational discipline, not a one-time launch activity. ARVA will:</p> <ul style="list-style-type: none"> ● Test thoroughly prior to launch for functionality, scalability, security, usability, and workflow integrity. ● Align validation and QA activities to NDWEE's Quality Assurance Project Plan (QAPP) including documentation of test plans, results, and corrective actions. ● Maintain sandbox and staging environments to test updates and integrations before production deployment. ● Operate continuous QA and monitoring post-launch to maintain stability as participation scales and to proactively address defects, performance issues, or emerging risks. ● Support future upgrades and integrations without destabilizing core grant intake, review, reporting, or payment workflows, using documented change management and NDWEE-approved release controls.
	<p>Requirement: Provide support for future upgrades, including the ability to adapt to changing requirements or integration with additional functionalities (e.g., integration with carbon markets).</p> <p>Bidder Response:</p> <p>Executive success depends on adoption and confidence, not merely system availability. ARVA will provide:</p> <ul style="list-style-type: none"> ● Role-specific training for producers, Approved Service Providers, reviewers, and NDWEE administrators, tailored to each workflow

	<p>(application intake, review, verification, approvals, and payments).</p> <ul style="list-style-type: none"> ● Multi-format training materials, including quick-start guides, step-by-step job aids, and short tutorial videos designed for non-technical users. ● Ongoing, multi-channel support (email and phone support; optional ticketing workflows) with documented triage, escalation, and response targets. ● Operational support for peak periods (application surges, verification cycles, and payment cycles) through staffing and surge capacity to maintain service levels. ● Knowledge base and release notes so users have a clear record of policy-driven updates, workflow changes, and new functionality.
2.5	User Training and Support
2.5.a	<p>Requirement: Develop training materials (e.g., user manuals, video tutorials) to help both participants and third-party service providers navigate the platform.</p> <p>Bidder Response:</p> <p>Executive success depends on adoption and confidence, not merely system availability. ARVA will provide:</p> <ul style="list-style-type: none"> ● Role-specific training for producers, Approved Service Providers, reviewers, and NDWEE administrators, tailored to each workflow (application intake, review, verification, approvals, and payments). ● Multi-format training materials, including quick-start guides, step-by-step job aids, and short tutorial videos designed for non-technical users. ● Ongoing, multi-channel support (email and phone support; optional ticketing workflows) with documented triage, escalation, and response targets. ● Operational support for peak periods (application surges, verification cycles, and payment cycles) through staffing and surge capacity to maintain

	<p>service levels.</p> <ul style="list-style-type: none"> ● Knowledge base and release notes so users have a clear record of policy-driven updates, workflow changes, and new functionality.
	<p>Requirement: Provide ongoing customer support for technical issues, including troubleshooting and real-time problem resolution.</p> <p>Bidder Response:</p> <p>ARVA Intelligence will provide:</p> <ul style="list-style-type: none"> ● Role-specific training for producers, ASPs, and administrators ● Clear, accessible documentation that supports varying levels of technical sophistication ● A responsive, multi-channel support model that reinforces trust and program continuity
	<p>Requirement: Set up a help desk or support center with multiple communication channels (e.g., phone, email, chat) to handle queries from participants, vendors, and administrators.</p> <p>Bidder Response:</p> <p>ARVA Intelligence will provide:</p> <ul style="list-style-type: none"> ● Role-specific training for producers, ASPs, and administrators ● Clear, accessible documentation that supports varying levels of technical sophistication ● A responsive, multi-channel support model that reinforces trust and program continuity
2.6	Data Reporting, Analytics, and Evaluation
	<p>Requirement: Build robust data reporting features that allow program administrators to track submissions, analyze cropping trends, and generate customized reports.</p> <p>Bidder Response:</p> <p>Reporting is designed to meet three simultaneous audiences:</p>
2.6.a	

	<ol style="list-style-type: none"> 1. NDWEE program leadership 2. Federal oversight entities such as the United States Environmental Protection Agency 3. Producers, ASPs, and other requested stakeholders <p>The platform will deliver:</p> <ul style="list-style-type: none"> ● Quarterly and annual program performance reports ● Environmental outcome reporting (CI reductions, soil health, water conservation) ● Monitoring & Evaluation dashboards tied to clear KPIs ● Centralized, auditable documentation aligned with EPA and NDWEE timelines
	<p>Requirement: Enable advanced analytics that can monitor key performance indicators (KPIs), such as no-till or other cropping trends across the state, incentive payout totals, and farm-level improvements.</p> <p>Bidder Response:</p> <p>Reporting is designed to meet three simultaneous audiences:</p> <ol style="list-style-type: none"> 1. NDWEE program leadership 2. Federal oversight entities such as the United States Environmental Protection Agency 3. Producers, ASPs, and other requested stakeholders <p>The platform will deliver:</p> <ul style="list-style-type: none"> ● Quarterly and annual program performance reports ● Environmental outcome reporting (CI reductions, soil health, water conservation) ● Monitoring & Evaluation dashboards tied to clear KPIs ● Centralized, auditable documentation aligned with EPA and NDWEE timelines
	<p>Requirement: Integrate data export functionalities for ease of reporting to stakeholders, including the EPA and other regulatory bodies.</p>

	<p>Bidder Response:</p> <p>Reporting is designed to meet three simultaneous audiences:</p> <ol style="list-style-type: none"> 1. NDWEE program leadership 2. Federal oversight entities such as the United States Environmental Protection Agency 3. Producers, ASPs, and other requested stakeholders <p>The platform will deliver:</p> <ul style="list-style-type: none"> ● Quarterly and annual program performance reports ● Environmental outcome reporting (CI reductions, soil health, water conservation) ● Monitoring & Evaluation dashboards tied to clear KPIs ● Centralized, auditable documentation aligned with EPA and NDWEE timelines
	<p>Requirement: Ensure open and auditable documentation of all program activities, financials, and outcomes</p> <hr/> <p>Bidder Response:</p> <p>Grant reporting is designed to simultaneously satisfy program management, federal oversight, and public accountability requirements.</p> <p>ARVA Intelligence will provide:</p> <ul style="list-style-type: none"> ● Standardized Program Reporting <ul style="list-style-type: none"> ○ Award summaries, disbursement tracking, and outcome metrics aligned with NDWEE leadership needs. ○ Quarterly and annual reporting aligned with EPA grant conditions. ● Monitoring & Evaluation Dashboards <ul style="list-style-type: none"> ○ Visual dashboards track participation, funding utilization, and environmental outcomes. ○ KPIs are clearly defined and consistently calculated. ● Audit-Ready Documentation

	<ul style="list-style-type: none"> ○ All grant decisions, payments, and supporting materials are centrally stored and exportable for audit or review.
2	<p>Requirement: Maintain a centralized reporting system or dashboard that supports data sharing with EPA, NDWEE, and other stakeholders.</p>
	<p>Bidder Response:</p> <p>Reporting is designed to meet three simultaneous audiences:</p> <ol style="list-style-type: none"> 1. NDWEE program leadership 2. Federal oversight entities such as the United States Environmental Protection Agency 3. Producers, ASPs, and other requested stakeholders <p>The platform will deliver:</p> <ul style="list-style-type: none"> ● Quarterly and annual program performance reports ● Environmental outcome reporting (CI reductions, soil health, water conservation) ● Monitoring & Evaluation dashboards tied to clear KPIs ● Centralized, auditable documentation aligned with EPA and NDWEE timelines
2	<p>Requirement: Align all reports with applicable EPA and NDWEE guidelines and timelines. Ensure proper documentation for audits, evaluations, and public recordkeeping.</p>
	<p>Bidder Response:</p> <p>ARVA RESPONSE:</p> <p>Grant reporting is designed to simultaneously satisfy program management, federal oversight, and public accountability requirements.</p> <p>ARVA Intelligence will provide:</p>

	<ul style="list-style-type: none"> ● Standardized Program Reporting <ul style="list-style-type: none"> ○ Award summaries, disbursement tracking, and outcome metrics aligned with NDWEE leadership needs. ○ Quarterly and annual reporting aligned with EPA grant conditions. ● Monitoring & Evaluation Dashboards <ul style="list-style-type: none"> ○ Visual dashboards track participation, funding utilization, and environmental outcomes. ○ KPIs are clearly defined and consistently calculated. ● Audit-Ready Documentation <ul style="list-style-type: none"> ○ All grant decisions, payments, and supporting materials are centrally stored and exportable for audit or review
	2 Maintenance and Updates
	<p>Requirement: Provide ongoing system maintenance to ensure the platform remains secure, up-to-date, and optimized for performance.</p> <p>Bidder Response:</p> <p>ARVA Intelligence believes grant operations are a long-term stewardship responsibility, not a transactional service.</p> <p>Through the term of the Agreement, ARVA Intelligence commits to:</p> <ul style="list-style-type: none"> ● High Availability and Reliability <ul style="list-style-type: none"> ○ ≥99.5% system uptime targets supported by proactive monitoring and incident response. <p>Throughout the agreement and provision of services, ARVA Intelligence commits to:</p> <ul style="list-style-type: none"> ● Maintaining ≥99.5% system uptime ● Proactive monitoring and incident response ● Continuous security patching and feature enhancement <ul style="list-style-type: none"> ○ Structured change management to accommodate evolving policy needs ● Ongoing Enhancements and Policy Adaptation

	<ul style="list-style-type: none"> ○ Structured change management ensures new grant rounds, rule changes, or reporting requirements can be implemented without disruption. ● NDWEE Partnership Model <ul style="list-style-type: none"> ○ ARVA Intelligence functions as an embedded partner, supporting program execution while preserving NDWEE’s strategic control and decision authority.
	<p>Requirement: Offer post-launch updates to enhance functionality, fix bugs, and incorporate new features based on user feedback or evolving program requirements.</p> <p>Bidder Response:</p> <p>ARVA Intelligence believes grant operations are a long-term stewardship responsibility, not a transactional service.</p> <p>Through the term of the Agreement, ARVA Intelligence commits to:</p> <ul style="list-style-type: none"> ● High Availability and Reliability <ul style="list-style-type: none"> ○ ≥99.5% system uptime targets supported by proactive monitoring and incident response. ● Ongoing Enhancements and Policy Adaptation <ul style="list-style-type: none"> ○ Structured change management ensures new grant rounds, rule changes, or reporting requirements can be implemented without disruption. ● NDWEE Partnership Model <ul style="list-style-type: none"> ○ ARVA Intelligence functions as an embedded partner, supporting program execution while preserving NDWEE’s strategic control and decision authority.
	<p>Requirement: Monitor system performance to ensure 99.5% uptime reliability and quick resolution of any issues that arise.</p> <p>Bidder Response:</p> <p>ARVA Intelligence views long-term operations as a stewardship responsibility.</p>

Throughout the agreement and provision of services, ARVA Intelligence commits to:

- Maintaining $\geq 99.5\%$ system uptime
- Proactive monitoring and incident response
- Continuous security patching and feature enhancement
- Structured change management to accommodate evolving policy needs

**3 – PROGRAM SUPPORT
TECHNICAL REQUIREMENT RESPONSES**

3.1	Program Support
	<p>Requirement: Coordinate and prepare program materials, meetings, and engagement sessions associated with Deliverables 1 and 2.</p>
	<p>Bidder Response:</p> <p>ARVA Intelligence will serve as the Lead Program Integrator for the ONE RED initiative, providing disciplined program management to ensure alignment across technical delivery (Deliverables 1 and 2), policy implementation, grants administration, and stakeholder engagement. Our approach emphasizes predictability, transparency, documented controls, and proactive risk management to safeguard State and Federal investments.</p> <p>ARVA retains full responsibility for contract performance and will provide centralized governance, workflow oversight, documentation control, and performance monitoring throughout the program lifecycle.</p> <p>Coordinated Program Execution</p>
3.1.a	<p>ARVA will establish a structured program management framework that includes:</p> <ul style="list-style-type: none"> ● A designated Program Director serving as NDWEE’s primary point of coordination. ● A dedicated Program Manager responsible for day-to-day execution oversight. ● Pre-award and post-award grants specialists to support workflow administration and participant processing. ● Integrated planning across CI incentives and Precision and Regenerative Agriculture grant components. ● Documented milestone tracking and centralized program action registers. ● Defined escalation pathways for operational, technical, or policy-dependent decisions.

	<p>All coordination activities related to Deliverables 1 and 2 will be documented and traceable, ensuring alignment between system development, data workflows, payment processing, and program administration.</p>
	<p>Requirement: Develop and manage program action list to ensure all efforts and initiatives are completed in a timely manner.</p> <p>Bidder Response:</p> <p>ARVA Intelligence will serve as the Lead Program Integrator for the ONE RED initiative, providing disciplined program management to ensure alignment across technical delivery (Deliverables 1 and 2), policy implementation, grants administration, and stakeholder engagement. Our approach emphasizes predictability, transparency, documented controls, and proactive risk management to safeguard State and Federal investments.</p> <p>ARVA retains full responsibility for contract performance and will provide centralized governance, workflow oversight, documentation control, and performance monitoring throughout the program lifecycle.</p> <p>Coordinated Program Execution</p> <p>ARVA will establish a structured program management framework that includes:</p> <ul style="list-style-type: none"> ● A designated Program Director serving as NDWEE's primary point of coordination. ● A dedicated Program Manager responsible for day-to-day execution oversight. ● Pre-award and post-award grants specialists to support workflow administration and participant processing. ● Integrated planning across CI incentives and Precision and Regenerative Agriculture grant components. ● Documented milestone tracking and centralized program action registers. ● Defined escalation pathways for operational, technical, or policy-dependent decisions. <p>All coordination activities related to Deliverables 1 and 2 will be documented and traceable, ensuring alignment between system development, data workflows, payment processing, and program administration.</p>
	<p>Requirement: Conduct research to inform and advance concepts in relation to carbon intensity calculation and market opportunities.</p> <p>Bidder Response:</p> <p>ARVA Intelligence will serve as the Lead Program Integrator for the ONE RED initiative, providing disciplined program management to ensure alignment across technical delivery (Deliverables 1 and 2), policy implementation, grants administration, and stakeholder engagement. Our approach emphasizes predictability, transparency, documented controls, and proactive risk management to safeguard State and Federal investments.</p>

	ARVA retains full responsibility for contract performance and will provide centralized governance, workflow oversight, documentation control, and performance monitoring throughout the program lifecycle.
	<p>Requirement: Facilitate meetings and calls with NDWEE as needed to ensure project success.</p> <p>Bidder Response:</p> <p>ARVA Intelligence will serve as the Lead Program Integrator for the ONE RED initiative, providing disciplined program management to ensure alignment across technical delivery (Deliverables 1 and 2), policy implementation, grants administration, and stakeholder engagement. Our approach emphasizes predictability, transparency, documented controls, and proactive risk management to safeguard State and Federal investments.</p> <p>ARVA retains full responsibility for contract performance and will provide centralized governance, workflow oversight, documentation control, and performance monitoring throughout the program lifecycle.</p> <p>Coordinated Program Execution</p> <p>3.1d ARVA will establish a structured program management framework that includes:</p> <ul style="list-style-type: none"> ● A designated Program Director serving as NDWEE's primary point of coordination. ● A dedicated Program Manager responsible for day-to-day execution oversight. ● Pre-award and post-award grants specialists to support workflow administration and participant processing. ● Integrated planning across CI incentives and Precision and Regenerative Agriculture grant components. ● Documented milestone tracking and centralized program action registers. ● Defined escalation pathways for operational, technical, or policy-dependent decisions. <p>All coordination activities related to Deliverables 1 and 2 will be documented and traceable, ensuring alignment between system development, data workflows, payment processing, and program administration.</p>
3.2	Communication Support
3.2	Requirement: Assist in communication and activities between NDWEE, producers, Nebraska Resource Districts (NRDs), contractors, and third-party service providers to the extent possible in relation to Deliverables 1 & 2

	<p>Bidder Response:</p> <p>ARVA Intelligence will assist NDWEE in coordinating communication and program-related activities among NDWEE, producers, Nebraska Natural Resources Districts (NRDs), vendors, Approved Service Providers (ASPs), and other authorized third-party service providers in support of Deliverables 1 and 2.</p> <p>Our communication support approach is operationally focused and aligned with program execution. ARVA will ensure that information related to the CI Data Bank platform (Deliverable 1) and the Grant Program Interface (Deliverable 2) is clear, consistent, and disseminated through structured, NDWEE-approved channels.</p> <p>Support activities will include:</p> <ul style="list-style-type: none"> ● Development and maintenance of standardized program guidance, FAQs, and instructional materials aligned with NDWEE-approved policies. ● Structured onboarding materials and informational resources for producers, NRDs, vendors, and ASPs interacting with the Data Bank and Grant Interface platforms. ● Coordination support for stakeholder meetings, public information sessions, webinars, and technical briefings related to platform functionality, submission processes, and grant administration workflows. ● Facilitation of communication between NDWEE and third-party service providers regarding submission standards, workflow updates, and system enhancements. ● Issue tracking and feedback capture mechanisms to identify recurring questions, technical friction points, or procedural concerns requiring clarification or improvement. <p>ARVA will maintain documented communication logs and structured escalation pathways to ensure that complex policy questions, eligibility determinations, and payment-related decisions are routed to NDWEE for review and resolution, consistent with NDWEE authority.</p> <p>This structured communication model supports transparency, reduces administrative burden, and ensures coordinated engagement across all stakeholders interacting with Deliverables 1 and 2.</p>
3.3	Sub-Contracting Management

Requirement: As may be necessary or prudent, the Contractor shall enter subcontracts or partner with various entities to perform all necessary program functions in a timely and efficient manner and be responsible for appropriate oversight, as applicable. NDWEE shall be consulted before subcontracts are executed that will require the use of funds from ONE RED.

Bidder Response:

ARVA Intelligence does not anticipate reliance on subcontractors to execute the core technology platform, data management, cybersecurity controls, grants administration workflows, or payment processing functions of the ONE RED program. ARVA will remain fully accountable to NDWEE for overall contract performance, compliance, reporting, and operational oversight.

Where it is necessary or prudent to engage subcontractors or specialized partners to support discrete functions (for example, supplemental technical advisory services, independent security review, communications support, or other narrowly scoped expertise), ARVA will do so under clearly defined and documented scopes of work.

Consistent with solicitation requirements:

3.3

- NDWEE will be consulted and written approval obtained prior to executing any subcontract that requires the use of ONE RED funds.
- No subcontractor will perform work funded by ONE RED without NDWEE authorization.

All approved subcontracted activities, if any, will operate under:

- Clearly defined roles, deliverables, and separation of duties
- Documented performance expectations and monitoring processes
- Security, confidentiality, and data handling requirements consistent with ONE RED standards
- Flow-down compliance obligations aligned with State and federal requirements
- Defined escalation and corrective action procedures

ARVA will maintain centralized documentation of subcontract approvals, scopes of work, performance monitoring, issue tracking, and corrective actions to ensure transparency, traceability, and audit readiness.

	Final authority regarding subcontract participation, material scope changes, and enforcement actions will remain under NDWEE control.
3.4	Data Security Management
3.4	<p>Requirement: Ensure proper management and security of various types of sensitive and operational farm data including the development and management of the Nebraska Ag Data Bank and Grants Program where data integrity and security are paramount (Refer to Section V.F. of Solicitation).</p> <p>Bidder Response:</p> <p>ARVA Intelligence will implement a formal, NDWEE-governed risk management and issue resolution process integrated across Deliverables 1, 2, and 3 operations to proactively identify, mitigate, and resolve operational, technical, cybersecurity, data privacy, financial, and compliance risks throughout the life of the program.</p> <p>ARVA will support NDWEE in identifying and maintaining a centralized risk register covering program operations, platform operations, participant support, ASP oversight, payments administration, and compliance obligations. Risks will be assessed for likelihood and impact, assigned ownership, and reviewed on a recurring cadence with NDWEE so that mitigation priorities remain current as the program evolves.</p> <p>Preventative controls will be embedded into system workflows and governance processes, including identity and role-based access controls, verification and validation rules, segregation of duties, approval thresholds, and automated checks designed to reduce the likelihood of error, misuse, or non-compliance.</p> <p>ARVA will support NDWEE with incident detection and response protocols for system outages, data anomalies, cybersecurity events, and compliance concerns. Incidents will be triaged by severity, escalated in accordance with defined timelines, and managed using documented response procedures aligned with NDWEE governance expectations.</p> <p>All incidents and identified issues will be documented and tracked through resolution, including root cause analysis, corrective actions, and validation of outcomes. Resolution status and supporting evidence will be retained for NDWEE review and future audit or inquiry support. Corrective actions arising from incidents, QA findings, audit observations, or recurring operational issues will be incorporated into the program's continuous improvement process so that the same issue categories do not persist without management attention. This risk management</p>

	<p>discipline is intended to preserve NDWEE's institutional control and defensibility under audit, legislative inquiry, or public scrutiny while supporting reliable statewide operations.</p>
<p>3.5</p>	<p>Grant Program Implementation</p>
<p>3.5</p>	<p>Requirement: Assist grant program implementation including solicitations, application development, funding disbursement, monitoring, and reporting.</p> <p>Bidder Response:</p> <p>Documentation is treated as a first-class operational deliverable and system function, not an after-the-fact administrative task. ARVA Intelligence will implement a structured, technology-enabled documentation and records management capability to ensure program artifacts are complete, discoverable, tamper-evident, and audit-ready across CI calculations, grant decisions, approvals, payments, and associated support activities.</p> <p>Program records will be maintained in secure, centralized digital repositories with role-based access controls and audit-preserving version history within the AWS-hosted architecture. Documentation structures will be aligned with NDWEE requirements and applicable federal grant management standards to support consistent organization across CI incentives and Precision and Regenerative Agriculture grants.</p> <p>ARVA will maintain end-to-end record traceability across CI data submissions and calculation inputs/outputs, validation and approval workflows, grant applications and scoring records, award decisions, and incentive or grant payment authorizations and disbursements. Records will be linked to timestamps, user or system actions, and relevant audit metadata as applicable, with supporting evidence preserved to enable reconstruction during reviews or audits.</p> <p>This documentation capability will incorporate ARVA's existing strengths in agricultural data operations, including on-farm data used for CI computations and intermediate and final data products generated through CI analytics workflows, while organizing those artifacts in a format suitable for NDWEE oversight and public-sector accountability.</p> <p>Financial records, approval logs, scoring and review artifacts maintained under NDWEE-approved criteria, and payment records will be retained in formats suitable for state fiscal review and reconciliation, federal oversight and compliance verification (including audits by the United States Environmental Protection Agency,</p>

	<p>as applicable), program monitoring and evaluation, and stakeholder information requests.</p> <p>Documentation will be exportable in standardized formats to support scheduled and ad hoc audit requests without manual reassembly. ARVA will also support NDWEE during audits, reviews, and inquiries through documentation retrieval, validation support, and walkthroughs of system workflows and controls relevant to CI calculations, grant decisions, and payment processes.</p> <p>Records retention schedules and disposition procedures will be configured in alignment with NDWEE policy, state public records requirements, and applicable federal grant retention obligations. Controls in the AWS-hosted architecture will be designed to prevent unauthorized modification or deletion and to preserve audit traceability for required retention periods.</p> <p>ARVA will support NDWEE in responding efficiently to audits, legislative inquiries, public records requests, and reporting obligations by maintaining organized retrieval procedures and clear documentation mapping across the program lifecycle. This approach is intended to preserve institutional knowledge and defensibility over the full ONE RED program lifecycle while reducing administrative burden during high-consequence review periods.</p>
	<p>3 Documentation and Reporting</p>
	<p>Requirement: Submit all technical specifications, security protocols, training materials and any other program documentation to NDWEE for review/approval in a timely manner.</p> <p>Bidder Response:</p> <p>Where subcontractors, ASPs (as applicable to program operations), or third-party technology vendors are involved in Deliverable 3 functions, ARVA Intelligence will support NDWEE in maintaining a clear, enforceable governance framework that preserves State authority, ensures contractual and programmatic compliance, and mitigates operational, cybersecurity, and delivery risk.</p> <p>Each subcontractor or vendor-supported function will operate under a documented scope of work, defined deliverables, performance expectations, and lines of accountability. Role definitions will distinguish among advisory, operational, technical, and support responsibilities to reduce ambiguity and support appropriate separation of duties across the delivery ecosystem.</p>

	<p>NDWEE will retain approval and change authority for subcontractor participation, material scope changes, acceptance of deliverables, and enforcement actions related to non-performance or non-compliance. ARVA will support this governance model with documentation, coordination, and escalation workflows that preserve NDWEE visibility and decision rights.</p> <p>ARVA will implement structured compliance and performance monitoring processes, including periodic reviews, performance metrics, issue tracking, and documentation of corrective actions, to identify risks early and support timely remediation consistent with NDWEE policies, contract requirements, and applicable flow-down obligations.</p> <p>All subcontractor and vendor activities relevant to Deliverable 3 administration, including approvals, deliverables, issue resolution, and significant decisions, will be documented and retained in centralized repositories to support reconstruction of decision history and audit review.</p> <p>Clear escalation pathways will be established for performance issues, security concerns, and compliance deviations, with corrective actions documented and tracked through resolution in coordination with NDWEE as appropriate.</p> <p>This governance model supports consistent quality, continuity planning, and disciplined risk control across the delivery ecosystem while reinforcing NDWEE's authority and protecting program integrity.</p>
	<p>Requirement: Prepare internal and external project performance reports.</p> <p>Bidder Response:</p> <p>Where subcontractors, ASPs (as applicable to program operations), or third-party technology vendors are involved in Deliverable 3 functions, ARVA Intelligence will support NDWEE in maintaining a clear, enforceable governance framework that preserves State authority, ensures contractual and programmatic compliance, and mitigates operational, cybersecurity, and delivery risk.</p> <p>Each subcontractor or vendor-supported function will operate under a documented scope of work, defined deliverables, performance expectations, and lines of accountability. Role definitions will distinguish among advisory, operational, technical, and support responsibilities to reduce ambiguity and support appropriate separation of duties across the delivery ecosystem.</p>

	<p>NDWEE will retain approval and change authority for subcontractor participation, material scope changes, acceptance of deliverables, and enforcement actions related to non-performance or non-compliance. ARVA will support this governance model with documentation, coordination, and escalation workflows that preserve NDWEE visibility and decision rights.</p> <p>ARVA will implement structured compliance and performance monitoring processes, including periodic reviews, performance metrics, issue tracking, and documentation of corrective actions, to identify risks early and support timely remediation consistent with NDWEE policies, contract requirements, and applicable flow-down obligations.</p> <p>All subcontractor and vendor activities relevant to Deliverable 3 administration, including approvals, deliverables, issue resolution, and significant decisions, will be documented and retained in centralized repositories to support reconstruction of decision history and audit review.</p> <p>Clear escalation pathways will be established for performance issues, security concerns, and compliance deviations, with corrective actions documented and tracked through resolution in coordination with NDWEE as appropriate.</p> <p>This governance model supports consistent quality, continuity planning, and disciplined risk control across the delivery ecosystem while reinforcing NDWEE's authority and protecting program integrity.</p>
	<p>Requirement: Archive records of compliance, Approved Service Provider (ASP) evaluations, and audit results.</p> <p>Bidder Response:</p> <p>All subcontractor and vendor activities relevant to Deliverable 3 administration, including approvals, deliverables, issue resolution, and significant decisions, will be documented and retained in centralized repositories to support reconstruction of decision history and audit review.</p>
	<p>Requirement: Conduct post-implementation review with ASPs, if needed, and NDWEE team.</p> <p>Bidder Response:</p> <p>All subcontractor and vendor activities relevant to Deliverable 3 administration, including approvals, deliverables, issue resolution, and significant decisions, will be documented and retained in centralized repositories to support reconstruction of decision history and audit review.</p>

	<p>Clear escalation pathways will be established for performance issues, security concerns, and compliance deviations, with corrective actions documented and tracked through resolution in coordination with NDWEE as appropriate.</p> <p>This governance model supports consistent quality, continuity planning, and disciplined risk control across the delivery ecosystem while reinforcing NDWEE's authority and protecting program integrity.</p>
	<p>Approved Service Provider (ASP) Coordination</p>
	<p>Requirement: Manage subcontracts with 3rd Party ASPs Providers.</p> <p>Bidder Response:</p> <p>Approved Service Providers (ASPs) are critical contributors to CI data submission, verification workflows, and overall program execution. ARVA Intelligence will support NDWEE in establishing and maintaining a controlled, transparent, and auditable ASP oversight framework that preserves data integrity, enforces program rules, and enables consistent service quality while maintaining a competitive and effective service provider environment.</p> <p>ARVA's ASP support model is designed as an operational control function, not only a coordination function. In practice, this means ARVA supports NDWEE with standardized onboarding, role assignment, workflow guidance, performance monitoring, issue resolution support, and documentation practices that make ASP activity reviewable and defensible over time.</p>
	<p>Requirement: Assist in the development of criteria and procedures for ASP qualification and approval.</p> <p>Bidder Response:</p> <p>ARVA will support NDWEE in implementing structured ASP onboarding and authorization procedures, including NDWEE-defined credential and qualification verification, role-based access assignment aligned to approved ASP functions, and acknowledgment of program rules, data handling requirements, and compliance obligations. ASP access will be provisioned only after NDWEE approval and completion of required onboarding steps.</p> <p>ARVA will also support NDWEE in defining scope-of-access controls so ASPs can access only the data, workflows, and functions necessary to perform approved</p>

	<p>services. Role-based controls and workflow design will support separation between submission, review, and approval activities, prevent unauthorized access to producer, financial, or administrative data, and preserve clear attribution of ASP actions within the system.</p>
	<p>Requirement: Develop and conduct oversight and monitoring approach for ASP performance.</p> <p>Bidder Response:</p> <p>During operations, ARVA will support NDWEE with ongoing ASP activity monitoring through system logs, workflow tracking, and performance metrics to verify adherence to program rules and submission requirements, identify anomalies or data quality concerns, and detect patterns that indicate training needs or process improvements. Monitoring outputs and issue summaries will be available to NDWEE for oversight and enforcement decisions.</p> <p>ARVA will further support ASP performance tracking and issue management through tools and workflows that document submission volume, timeliness, quality indicators, identified errors or compliance concerns, escalations, and corrective actions. Corrective actions and outcomes will be documented and retained to support program integrity and audit readiness.</p>
	<p>Requirement: Develop communication and reporting protocols between the Data Bank, producers, and ASPs.</p> <p>Bidder Response:</p> <p>Approved Service Providers (ASPs) are critical contributors to CI data submission, verification workflows, and overall program execution. ARVA Intelligence will support NDWEE in establishing and maintaining a controlled, transparent, and auditable ASP oversight framework that preserves data integrity, enforces program rules, and enables consistent service quality while maintaining a competitive and effective service provider environment.</p> <p>ARVA's ASP support model is designed as an operational control function, not only a coordination function. In practice, this means ARVA supports NDWEE with standardized onboarding, role assignment, workflow guidance, performance monitoring, issue resolution support, and documentation practices that make ASP activity reviewable and defensible over time.</p>
	<p>Requirement: Develop risk management and fraud prevention measures regarding ASPs.</p>

Bidder Response:

QA sampling and corrective action workflows will be operated consistent with NDWEE-approved standards, with documented escalation pathways for significant issues requiring NDWEE review. This framework is intended to improve ASP success rates while preserving program consistency and data quality.

All ASP actions, including data submissions, modifications, and workflow interactions, will be logged and timestamped within the program environment and retained within centralized documentation repositories to support reconstruction of submission and verification histories during NDWEE oversight, state review, or federal audit activities.

ARVA will support NDWEE with audit-ready ASP traceability and operational reporting so that oversight activity can be performed efficiently without reconstructing records manually after the fact.

Final ASP qualification standards, approval criteria, and enforcement authorities will remain under NDWEE control and will be implemented in accordance with NDWEE-approved procedures and any applicable solicitation addenda or Q&A clarifications.

I. 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.)
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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.

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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.

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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 NDWEE*****

H. RECORD OF VENDOR PERFORMANCE

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Contract Compliance Request"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Contract Non-Compliance Notice"). The Vendor shall respond to any Contract Compliance Request or Contract Non-Compliance Notice in accordance with such notice or request. At the sole discretion of the State, such Contract Compliance Requests and Contract Non-Compliance Notices may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity. The record of vendor performance will be considered in any suspension or debarment action.

I. NOTICE OF POTENTIAL VENDOR BREACH

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

J. BREACH

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

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

K. NON-WAIVER OF BREACH

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

L. SEVERABILITY

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

M. INDEMNIFICATION

1. GENERAL

The Vendor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and

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expenses (“the claims”), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Vendor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Vendor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Vendor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Vendor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Vendor prompt notice in writing of the claim. The Vendor may not settle any infringement claim that will affect the State’s use of the Licensed Software without the State’s prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State’s use of any intellectual property for which the Vendor has indemnified the State, the Vendor shall, at the Vendor’s sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State’s behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State’s election, the actual or anticipated judgment may be treated as a breach of warranty by the Vendor, and the State may receive the remedies provided under this Solicitation.

3. PERSONNEL

The Vendor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker’s compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor’s and their employees, provided by the Vendor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. If there is a presumed loss under the provisions of this agreement, Vendor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.

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

N. ATTORNEY’S FEES

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

O. ASSIGNMENT, SALE, OR MERGER

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

The Vendor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor’s business. Vendor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Vendor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

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

The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(2), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

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The Vendor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

Q. FORCE MAJEURE

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event") that was not foreseeable at the time the Contract was executed. The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

R. CONFIDENTIALITY

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

S. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the Vendor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
2. The State, in its sole discretion, may terminate the contract, in whole or in part, for any reason upon thirty (30) calendar day's written notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract, in whole or in part, immediately for the following reasons:
 - a. if directed to do so by statute,
 - b. Vendor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business,
 - c. a trustee or receiver of the Vendor or of any substantial part of the Vendor's assets has been appointed by a court,
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Vendor, its employees, officers, directors, or shareholders,
 - e. an involuntary proceeding has been commenced by any Party against the Vendor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor,
 - f. a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code,
 - g. Vendor intentionally discloses confidential information,
 - h. Vendor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

T. CONTRACT CLOSEOUT

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

1. Transfer all completed or partially completed deliverables to the State,

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

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

U. AMERICANS WITH DISABILITIES ACT

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

V. EPA GENERAL TERMS AND CONDITIONS

The recipient agrees to comply with the current EPA general terms and conditions. These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions, or restrictions cited throughout the award. The EPA repository for the general terms and conditions by year (Grant Conditions) can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions>

W. CERTIFICATION REGARDING LOBBYING

The undersigned agrees that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

X. FEDERAL TAX LIABILITY

With signature on this Contract, the Vendor certifies that they: (1) are not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an Contract with the authority responsible for collecting the tax liability, and (2) have not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under any Federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to protect the Government's interests.

Y. DBRA REQUIREMENTS - DAVIS-BACON AND RELATED ACTS

By accepting this contract, the Vendor acknowledges and agrees to the terms provided in the DBRA Requirements for Vendors and Subcontractors under EPA Grants (<https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts>)

Z. GEOSPATIAL DATA STANDARDS

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>.

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II. 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.)
DL	N/A	

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,

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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.

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F. DISCOUNTS

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

G. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

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.

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

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

H. PERMITS, REGULATIONS, LAWS

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

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

J. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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1. **WORKERS' COMPENSATION INSURANCE**

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

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

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

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

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

3. EVIDENCE OF COVERAGE

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

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Nebraska Department of Water, Energy, and Environment
 Attn: Doug Barry
 245 Fallbrook Blvd, Suite 100
 Lincoln, NE, 68521
 douglas.barry@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

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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. ADVERTISING

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

O. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)

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

P. DISASTER RECOVERY/BACK UP PLAN

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

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Q. DRUG POLICY

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

R. WARRANTY

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

S. TIME IS OF THE ESSENCE

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

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III. PAYMENT

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

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

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

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

A. 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.

B. INVOICES

Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment.

The Vendor shall submit invoices no more than once per month to dwee.accounting@nebraska.gov. Each invoice shall include, at a minimum, the following information:

1. Contract Information
 - a. Contract number; and
 - b. A summary of activities by deliverable, completed during the billing period, including performance metrics as outlined in the Contract.
2. Personnel Information
 - a. Employee name and job title;
 - b. Hourly rate;
 - c. Hours worked during the current billing period;
 - d. Billing amount for the current billing period; and
 - e. Cumulative hours and cumulative billing amount for the contract period.

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.**

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C. 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.

D. 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.

E. TIME AND MATERIALS

The Vendor shall perform the work called for in each Deliverable issued under this Contract on a Time and Materials basis. The Vendor shall receive compensation, as specified herein, for services and work performed up to the not-to-exceed price established for each Deliverable. NDWEE shall not be obligated to pay the Vendor any amount incurred in excess of the quoted price of each Deliverable.

F. LATE PAYMENT (Nonnegotiable)

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

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

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative or federal appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Vendor reasonable written notice prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Vendor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Vendor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

The State shall have the right to audit the Vendor's performance of this contract upon a thirty (30) days' written notice. Vendor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit, and the Vendor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Vendor shall make the Information available to the State at Vendor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Vendor so elects, the Vendor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Vendor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds two (2) percent of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Vendor agrees to correct any material weaknesses or condition found as a result of the audit.

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IV. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

The State of Nebraska (State), Nebraska Department of Water, Energy, and Environment (NDWEE), is issuing this Request for Proposal (RFP), Number 124065 O5, for the purpose of selecting a qualified vendor to design and implement the Nebraska Ag Data Bank and Grants Program as part of NDWEE's Opportunity for Nebraska: Reducing Emissions and Decarbonization Grant (ONE RED).

The selected vendor will be responsible for the design and implementation of the Nebraska CI Data Bank as well as the Regenerative and Precision Ag Grants Program Digital Interface. Both systems must be secure, efficient, robust 99.5% up-time, user-friendly, and capable of managing the critical functions of storing Carbon Intensity (CI) score data, and other data, facilitating third-party score uploads, and issuing incentive payments to participants. The vendor will also provide day-to-day program support for these operations as they are designed, implemented, and maintained.

Proposals must respond to all deliverables listed in section V.E below to be considered for award.

B. PROJECT ENVIRONMENT

In October 2024, the then Nebraska Department of Environment and Energy, now NDWEE, was awarded a Climate Pollution Reduction Implementation Grant through the United States Environmental Protection Agency (USEPA). This grant will be administered by Nebraska's ONE RED Program (Opportunity for Nebraska: Reducing Emissions and Decarbonization). NDWEE will use these new grant funds to establish the Nebraska Ag Data Bank and Grants Program. This program will provide incentives for a carbon intensity (CI) score Data Bank that fosters the wide-spread adoption of CI scores as a key performance metric for crops and land usage. In parallel, it will initiate community-based programs to encourage adoption of regenerative agriculture practices and provide incentives to participants to adopt these practices and to acquire precision agriculture technology to facilitate adoption of these practices. The Ag Data Bank and Grants Program builds on the strengths of Nebraska agriculture by supporting voluntary, producer-led efforts. This program will aim to enhance soil health, improve water quality, reduce input costs, expand partnerships and opportunities, and ultimately strengthen the long-term resilience and productivity of Nebraska farms.

This program is intended to engage growers and support their understanding and acceptance of carbon intensity and promote more aggressive adoption of regenerative ag practices using precision technologies and information. Every producer is at a different point in this journey and this program meets and resources them wherever they are and at whatever their capacity. This program acknowledges that there are multiple technical, structural, and economic challenges to effectuating this change and, therefore, empowers every producer to improve their operation within their unique context and circumstances.

The first component of this three-pronged approach—CI Data Bank incentives—increases the rate at which growers accept the emergence and management of carbon intensity as a crop performance metric. The second component—regenerative agriculture—provides the framework and principles by which participants can provide for sustainable crop production. The final component—precision agriculture technology—enables producers to monitor, effect, and verify field and plant performance across the growing season in order to successfully maintain viable yields while reducing emissions, water usage and, at the same time, improving the productive capacity of soil.

C. SCOPE OF WORK

The NDWEE is seeking to hire a qualified vendor to design, develop, and maintain a Nebraska specific Carbon Intensity (CI) Data Bank that supports Nebraska's agricultural sector. The selected vendor will be responsible for creating a secure, efficient, and user-friendly platform that maintains strict control over participant data, ensuring it is collected, stored, and utilized in ways that protect privacy in accordance with Section E. The platform must support data management through an approved API and include a clearly defined process to obtain producer consent for any third-party vendor logging of CI scores and related data within the Data Bank.

In addition, the NDWEE desires the vendor to design, develop, and maintain a digital interface for the Precision and Regenerative Agricultural Grant Programs. The interface will be responsible for managing grant program solicitations, applications, selection, funding disbursement, and monitoring. The interface should be a secure, efficient, and user-

friendly platform that maintains strict control over participant data, ensuring it is collected, stored, and utilized in ways that protect privacy in accordance with Section E.

Finally, if selected and approve for this requirement, the vendor will aid NDWEE by providing day-to-day support for the Ag Data Bank and Grants Program which includes the Carbon Intensity (CI) Data Bank, the Precision Agriculture (PA) Grant Program, and the Regenerative Agriculture (RA) Grant Programs.

These platforms must provide a streamlined experience for participants, facilitating ease of use while maintaining robust (99.5% uptime) management and security of sensitive and operational farming data. The system should be readily customizable to adapt to evolving needs within Nebraska's agricultural industry. Additionally, the vendor will be responsible for verifying Approved Service Provider (ASP) CI calculations and scores using Argonne National Laboratory's GREET model to ensure data accuracy and consistency.

The scope of work also includes conducting engagement sessions in collaboration with key agricultural stakeholders to promote understanding, transparency, and adoption of the platform. The vendor will be expected to coordinate closely with NDWEE, while also facilitating effective communication and collaboration between NDWEE, producers, Nebraska Resource Districts (NRDs), vendors, and third-party service providers. Finally, it is preferable that the CI Data Bank platform be designed for compatibility with established national and international registries, enabling Nebraska's participants to transition between systems and products as needed.

More detailed descriptions can be found here: [DWEE ONE RED Ag Program Web-Page](#). - Please note that due to a variety of factors, structural and terminology changes to several program details originally described in the October 2024 EPA approved workplan (WP), which is found on the DWEE website, have changed. These changes include:

- 1) The term "Data Bank" replaces "Registry" throughout the WP when referencing this program to ensure producers understand they retain ownership of all data submitted to the program.
- 2) NDEE is replaced with NDWEE throughout the WP after merging with the Nebraska Department of Natural Resources (DNR).
- 3) On page 58 and 59, the Administration Overview and Personnel sections are replaced with the structure outlined in this document.
- 4) On page 62 and 63, the Water Quality and Quantity Task Force has replaced the Governing Council as advisory body for ONE RED.
- 5) On page 66 and 67, the Program Timeline is replaced by the timeline outlined in this document.
- 6) On page 74 and 75, the Budget will be adjusted to the needs of this new structure.

*** Bidders must consider and respond to all Deliverables in Section V.E below as well as include a timeline/schedule for completion of deliverable items.

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