Executive Summary & Table of Contents - NDWEE ONE RED RFP Number 124065 O5

Submission Overview: Incite AgPro LLC (incite.ag) respectfully submits this proposal in response to Solicitation 124065 O5 to design, deploy, and operate Nebraska's ONE RED Ag Data Bank and Grants Program platform. The proposed system builds upon a best-in-class carbon intensity (CI) software infrastructure and will deliver a secure, enterprise-scale CI data bank and integrated grant administration platform purpose-built to meet the technical, security, auditability, and long-term operational requirements outlined by NDWEE.

Incite.ag is an award-winning commercial-scale carbon intensity (CI) software company, founded by farmers, headquartered in the Midwest, and purpose-built to serve regulated biofuel and agricultural markets. An industry leader since 2021, the company is delivering compliance-grade CI scoring systems and data infrastructure for more than two dozen biofuel producers (w*ith commercial success stories & software examples included*), plus their agricultural cooperative and feedstock supplier networks at significant commercial scale. These systems manage tremendous volumes of acres worth of field-level data, integrate with GREET-based scoring methodologies, support multi-year audit defensibility, and operate within regulated financial environments and are backed by a team of CI and agricultural data experts.

This proposal is not conceptual. It is an extension of incite.a's systems already operating successfully in commercial markets under high scrutiny. Our *included* Enterprise Technology Review, Technical Architecture Diagrams, and Vendor Security Review materials included in this proposal demonstrate the rigor of our Zero Trust security posture, audit logging, scalability controls, and operational resilience plus our overall technical expertise and understanding.

As shown in the Cost Sheet, the total not-to-exceed proposal of **$13,357,812** reflects cost-effective and transparent time-and-material estimates aligned to a proven and specific software development and program administration strategy outlined in Attachment A. Pass-through software costs are itemized separately and distributed proportionally across platform components. Our approach emphasizes:

- Enterprise-grade security without over-collection of sensitive data, Systems designed for mass participation and seasonal agricultural realities, Clear separation of duties, audit defensibility, and QAPP conformity, Payment automation without compromising fraud safeguards, Config-driven adaptability to future federal or market changes

Incite.ag is confident in its ability to deliver the ONE RED platform on schedule, within budget, and in a manner that exceeds NDWEE's objectives for security, usability, audit readiness, and long-term program stability. Nebraska will receive a production-ready system built by operators who understand both farm-level data and regulated CI compliance environments.

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Corporate Overview - incite.ag
NDWEE ONE RED Request for Proposal Number 124065 O5

Legal Entity Name
Incite AgPro LLC (doing business as incite.ag) – 21950 Ridge Rd. Sterling, IL 61081

Business Structure

Incite AgPro LLC is a privately held ag-technology and data services Corporation headquartered in Sterling, Illinois. The company specializes in building and operating commercial-grade data capture systems and carbon intensity (CI) scoring workflows that dovetail farm-level activity to downstream biofuel production and low-carbon fuel compliance programs. Incite.ag's work sits at the practical intersection of agriculture, data infrastructure, and regulatory execution, with a core focus on turning complex policy requirements into systems that can be implemented at scale by real producers, ethanol plants, and program administrators.

Years in Operation

Incite.ag's first contract was established in fall 2021 and the founding team has operated continuously since inception. Since launch, the company has delivered enterprise-level CI scoring, data management, and compliance support for agricultural producers, ethanol plants, and agribusiness partners across the Midwest. Incite.ag has been purpose-built to deliver custom software solutions. The company's systems and operating model are designed to support multi-year programs that require accuracy, repeatability, audit defensibility, and hands-on ongoing participant support from in-house experts and executives.

Financial Statements

As a privately held limited liability company and is not publicly traded, the company does not publish audited public financial statements.

Since its founding, incite.ag has operated continuously as a revenue-backed, commercial-stage ag-technology company serving regulated biofuel producers, agricultural cooperatives, and grower networks across the Midwest. The company generated seven-figure gross revenue in calendar year 2025 through recurring software licensing, CI scoring services, data infrastructure subscriptions, and multi-year compliance support engagements tied to federal and state low-carbon fuel programs.

Revenue is derived from executed commercial contracts and annual license agreements, many of which are multi-year agreements. The company has grown through disciplined customer expansion, multi-year renewals, and incremental platform investment. The recurring nature of these contracts provides financial predictability and operational stability. Operating expenses are aligned with contracted program scope, and staffing levels are scaled conservatively to ensure long-term sustainability rather than short-term growth targets, with profitability in 2026 as the top financial objective for the organization.

Incite.ag maintains appropriate liquidity and established banking relationships to support ongoing contractual obligations under multi-year engagements such as the ONE RED Ag Data Bank and Grants Program. The company's capital structure and financial supporters are aligned

with durable program execution and regulatory reliability. Financial management prioritizes continuity, platform maintenance, cybersecurity investment, and sustained participant support over discretionary expansion.

Banking Reference: Sauk Valley Bank, 331 1st Ave Rock Falls, Il 61071 Phone: (815) 625-4375

Sauk Valley Bank serves as incite.ag's primary banking institution and may be contacted as a financial reference upon request. ***A letter of good standing*** **from Sauk Valley's Chief Lending Officer is included in the proposal attachments** *(Attachment 1d SVB Financial Letter of Good Standing_incite.ag_Final)*

Incite AgPro LLC affirms that there are no outstanding judgments, no pending or anticipated litigation, and no known financial reversals that would materially affect the company's ability to perform under the proposed contract. The company understands that the State may conduct credit or reference checks as part of its evaluation process and consents to such review.

Ability, Capacity, and Skill to Deliver and Implement the Project

Incite.ag has demonstrated the technical and operational capacity to design, build, and deploy complex data systems that meet defined program requirements while remaining usable for end participants. The company's robust platform architecture supports secure data ingestion, validation, traceability, CI calculation, audit logging, and reporting across agricultural and biofuel supply chains utilizing fully deconstructed and reverse engineered public CI models coupled with proprietary analytics and scenario testing.

Regarding implementation, incite.ag combines software development with hands-on program execution. This includes farmer onboarding, data source identification, third party API integration, data quality review, exception handling, on-call support, and documentation extraction. The company uses standardized workflows that allow programs to scale from dozens to thousands of participants without sacrificing data integrity or compliance readiness, all while allowing *any* grower -from a fully digitized modern data-archiving operation to an analog "shoebox" farmer- to receive a best-in-class CI scoring experience.

Incite.ag's track record for delivering CI scoring and compliance workflows for ethanol plants and their feedstock suppliers has required alignment with evolving federal and state requirements, Complex DOE GREET architecture, including USDA technical guidance, Treasury and IRS frameworks, and LCFS-style feedstock expectations. This background directly informs the company's ability to implement a system under the ONE RED program that meets both technical specifications and real-world operational constraints.

Contract Performance

Incite.ag has not had any contract terminated for default within the past five (5) years. The company has not received any notice to stop performance due to non-performance, poor performance, or failure to deliver contractual obligations during this period. No litigation has occurred related to contract default. Additionally, incite.ag has not had any contract terminated for convenience, non-performance, non-allocation of funds, or any other adverse performance-related reason within the past five (5) years. The company maintains disciplined project management practices, defined scopes of work, and active client communication protocols to

ensure contractual obligations are met in full and on time. Its record reflects consistent performance across commercial and government-aligned engagements.

Character, Integrity, Reputation, and Judgment

Incite.ag was founded by farmers and is led by an executive team with on-farm experience, including farmers and agronomic professionals who understand the operational, financial, and compliance realities facing producers and biofuel supply chains. This background informs the company's approach to system design, program administration, and decision-making, ensuring that technical solutions align with real-world agricultural constraints, all while carrying a midwestern commitment to serving others and approaching business with a good-faith posture that prioritizes the success of all.

The company is rooted in local rural communities and maintains close working relationships with producers, ethanol plants, and agribusiness partners across the Midwest. This proximity contributes to a strong sense of localized accountability and reinforces a practical, execution-focused culture. Incite.ag prioritizes clear expectations, transparent data handling, and conservative assumptions to protect participants from unintended compliance or audit risk. The company values data security above nearly all else, with a laser focus on ensuring that farmers engaging with an incite.ag system have full trust and transparency in how their data and scores will (or wont) be leveraged.

Incite.ag's integrity is demonstrated through that emphasis on audit-ready documentation, traceable data workflows, grower data security and confidentiality, and clearly defined program scope. Rather than optimizing for theoretical outcomes, seeking venture-backed objectives, or delivering flash-in-the-plan solutions, the company focuses on building systems that can be consistently operated and defended over time. Judgment is exercised through disciplined change management, documented assumptions, and alignment with published technical guidance and regulatory frameworks.

The company's reputation has been established through sustained delivery of ultra high-quality compliance-oriented data systems and support services for regulated entities. Incite.ag is trusted by thousands fuel and feedstock producers and their downstream partners because it designs and operates systems with the operator in mind, ensuring that data collection requirements are aligned with on-farm reality while still meeting regulatory and programmatic expectations.

Ability to Perform Within the Specified Time Frame

Incite.ag has repeatedly demonstrated the ability to deliver systems and program workflows within fixed timelines driven by regulatory deadlines, crop cycles, and financial reporting requirements. The company's platform is already operational and is set to be configured, customized, and expanded to support ONE RED program requirements without the need to build foundational systems from scratch.

Because incite.ag combines existing software infrastructure with established onboarding and data collection processes, implementation timelines can be compressed while still maintaining quality control. The company's internal project management approach emphasizes rapid CI scoping, phased delivery, and clear milestone tracking to ensure deadlines are met without introducing last-minute risk.

This execution model allows incite.ag to support both initial program launch and ongoing annual operations, including data refreshes, participant re-enrollment, and evolving reporting requirements over the life of the contract.

Mobile-Optimized Platform Architecture and Rural Accessibility

Incite.ag's platform is engineered with a mobile-first posture to ensure usability in rural and bandwidth-constrained environments. The system operates effectively across desktop, tablet, and smartphone devices without requiring specialized hardware or high-speed connectivity. Interfaces are lightweight, responsive, and structured to load quickly under low-latency conditions common in agricultural settings.

The platform includes automatic save functionality and session continuity safeguards, allowing users to pause and resume onboarding without risk of data loss. This is particularly important for field-based users who may experience intermittent service. Data inputs are cached and preserved in real time, minimizing frustration and eliminating the need for duplicate entry.

In addition to browser-based mobile compatibility, incite.ag supports phone-assisted onboarding workflows where participants can complete required steps via guided calls, text-based prompts, or structured email submissions. The system also accommodates non-digital participants through hybrid intake pathways, including mailed documentation. Growers without scanning equipment can utilize common retail access points (e.g., Dollar General, FedEx, or similar service providers) to share physical data via incite.ag's pre-paid FedEx mailers (as requested during onboarding). These workflows ensure participation is not limited by connectivity, technology familiarity, or device access.

System compatibility is maintained across major operating systems and modern browsers, with structured validation to ensure consistent performance regardless of device type. This infrastructure approach ensures equitable access for producers across urban, rural, and remote geographies.

Historical and Current Performance

Since inception, incite.ag has delivered commercial carbon intensity (CI) scoring, data systems, and compliance support for a wide and diverse set of customers across the agricultural and biofuel sectors. These customers include independent ethanol producers, multi-plant biofuel operators, national and regional agricultural cooperatives, commodity originators, grower networks, land and asset managers, and producer-facing organizations. Collectively, incite.ag works with more than two dozen biofuel producers and their associated feedstock supplier and farmer networks across the Midwest and broader Corn Belt.

Engagements range from highly customized, boutique software development projects to pilot-scale on-farm data capture efforts, to fully commercialized, multi-year CI scoring and compliance programs operating at significant scale. In aggregate, these projects require incite.ag to manage large volumes of producer-level data, integrate disparate data sources, align agronomic practices with evolving program definitions, and deliver outputs that are directly used in regulated, high-stakes markets.

Representative Project Types and Deliverables (Anonymized)

To illustrate the breadth of experience without disclosing confidential customer information, incite.ag's historic and current performance includes the following representative engagements. All of the below experiences have been executed successfully within the past two years. *Specific client names available upon request pending the written authorization of discourse from participating client. Current NDAs in place with all clients*:

- **Feedstock CI Programs for Large Agricultural Cooperative (Midwest and Plains States):** **See attached whitepaper Corporate Experience Whitepaper 1b** Design and operation of scalable CI scoring systems supporting one of the world's largest agricultural cooperatives. This work spans pilot validation through commercial deployment and executive advisory and requires integration with grain origination systems, standardized grower workflows, ERP software centralized dashboards, and repeatable recuring data refresh processes. (Whitepaper Attached)

- **Commercial CI Scoring for Multi-Plant Ethanol Operators (Upper Midwest):** Delivery of recurring, audit-ready CI scoring for multiple dry-mill ethanol facilities sourcing corn across several states. Scope includes grower onboarding, data capture across hundreds of farming operations, GREET-based CI calculation, mass balance analytics, and generation of documentation suitable for third-party verification and downstream compliance planning.

- **Pilot-to-Commercial CI Programs for Independent Ethanol Producers (Illinois, Minnesota, Dakotas):** Execution of structured pilot programs designed to evaluate technical feasibility, grower participation rates, data quality, and CI distribution outcomes. These pilots transition into commercial programs supporting real compliance decisions tied to 45Z and other low-carbon fuel frameworks such as the LCFS, Canada's CFR, and ISCC.

- **Custom CI Calculator and Software Development for Producer-Facing Organizations:** Development of white-labeled CI calculators and reporting tools derived from GREET and USDA feedstock methodologies. These tools are designed for educational baselining, scenario analysis, and market readiness, while maintaining strict data privacy controls and methodology update pathways.

- **Geospatial and Boundary-Focused Feedstock Compliance Projects:** Deployment of automated, audit-ready geospatial workflows to address emerging LCFS and feedstock traceability requirements. These projects build on prior large-scale CI data capture efforts and focus on reducing friction in boundary creation while maintaining grower trust and privacy.

- **Integrated Fuel and Feedstock CI Platforms for Biofuel Facilities:** Licensing and enablement of CI software environments that support fuel CI scoring, feedstock CI ingestion, sensitivity analysis, reporting, and automated export of compliance-relevant inputs. These systems are used by plant management, finance, and commercial teams to inform operational and market decisions.

Personnel and Management Overview: incite.ag will deliver the ONE RED Ag Data Bank and Grants Program through a centralized executive governance model supported by defined technical leadership, structured project management, and scalable onboarding and support personnel. The proposed management approach is designed to ensure accountability at the

executive level, disciplined technical execution, and consistent operational interface with NDWEE throughout the contract term.

The organizational structure reflected in ***Attachment 1C Personnel Flowchart*** establishes a clear reporting chain from the President through Product, Technology, and General Management functions, with defined support roles underneath each branch. This structure separates executive oversight from day-to-day project management while maintaining strong cross-functional coordination between engineering, data science, onboarding, and support operations. The approach ensures that system architecture decisions remain aligned with regulatory interpretation, that user workflows reflect operational realities, and that program delivery milestones are met within defined timelines. All proposed personnel identified below are existing members of incite.ag's operational structure or dedicated roles aligned to current platform delivery. Substitution of key personnel will only occur with prior written approval from the State.

Scale, Complexity, and Operational Rigor

Across these engagements, incite.ag routinely supports programs involving millions upon millions of bushels of feedstock data. Projects often span multiple crop years and require alignment with evolving federal and state guidance, including Treasury, USDA, and LCFS-style feedstock expectations. Deliverables consistently include:

- Secure data ingestion from farm management systems, digital records, and manual sources
- Structured data validation, cleaning, and documentation workflows
- GREET and USDA-aligned CI scoring at the operation and aggregated levels
- Audit logs, attestations, and supporting documentation for verification
- Program dashboards and reporting tools used for compliance planning and financial analysis

These efforts are executed with a standard of rigor appropriate for regulated marketplaces, where reported CI values directly influence credit eligibility, monetization strategies, and audit exposure.

Multi-Channel Participant Support and Real-Time Assistance Infrastructure

Incite.ag operates a structured, multi-channel support model designed to provide timely assistance during onboarding, data submission, and ongoing participation. Support is available via direct phone, email, scheduled video sessions, and structured follow-up workflows managed by designated onboarding personnel.

The platform incorporates proactive notifications and exception monitoring, allowing staff to identify and resolve data gaps or technical issues before they affect compliance outcomes. Support requests are tracked and documented to ensure clear resolution paths and response accountability.

Phone-based onboarding assistance is available for participants who prefer guided walkthroughs. Email correspondence is maintained with documented response timelines to ensure traceability. This approach ensures consistent support across varying levels of digital familiarity and connectivity.

The support infrastructure has been developed through commercial-scale CI program administration and is structured to scale efficiently as participation increases

Sustained Delivery and Performance Track Record

Incite.ag's performance demonstrates the ability to operate well beyond pilot phases and into sustained, repeatable delivery. The company's systems are actively used today to support compliance planning, commercial decision-making, and real transactions across multiple customer types. Programs are designed to function reliably over time, with annual data refreshes, participant re-engagement, and methodology updates handled without disruption to ongoing operations.

The company's continued growth, multi-year renewals, and expansion of scope within existing customers reflect confidence in Incite.ag's ability to deliver accurate results, maintain platform reliability, and adapt to changing regulatory and market conditions. Customers rely on Incite.ag not only for technical execution, but for disciplined program management, conservative judgment, and consistent follow-through.

Additional Information Relevant to Award Determination

Incite.ag brings several additional strengths that are directly relevant to award consideration. The company's Midwest location and agricultural roots provide proximity to program participants and an understanding of regional production systems. Its operating model emphasizes collaboration with growers, advisors, and processors, reducing friction and increasing program participation rates.

The company is structured to scale responsibly, with the ability to add technical, program, and support staff as participation grows or program scope expands. This flexibility is critical for multi-year initiatives such as ONE RED, where participation levels, reporting requirements, and stakeholder needs may evolve over time.

The company has also been recognized by its peers and industry as a leader in the field. This can be seen in the numerous public speaking /engagement opportunities and private article collaborations the incite.ag executive team is requested to contribute to on a recurring basis. It can also be definitively shown through incite.ag being recognized as the *2025 Carbon Intensity Scoring Software Company of the Year* by Agribusiness Review.

Finally, Incite.ag approaches program delivery with a long-term mindset. Systems are designed not only to meet immediate project/grant requirements but to remain useful, maintainable, and auditable well beyond the initial funding period, ensuring durable value for the administering agency and program participants.

Key Project Executives and Personnel

Preston Brown – President & Founder – preston@incite.ag
Provides overall strategic direction and product leadership. Oversees external partnerships and leads the company's work at the intersection of agricultural data, CI scoring, and regulatory compliance, including 45Z, LCFS, and related low-carbon fuel and feedstock programs.

Sean Kelly – Head of Technology – sean@incite.ag
Leads system architecture, platform security, and software development. Responsible for data

infrastructure, CI modeling pipelines, audit logging, and reporting systems that support scalable, compliance-ready program delivery.

Riley Harbaugh, CCA – General Manager – riley@incite.ag
Oversees farmer engagement, data collection workflows, and field-level execution. Brings hands-on agricultural operations experience and leads onboarding, data quality assurance, and producer support across active programs.

Additional Technical and Program Staff

Incite.ag is supported by a deep, cross-functional team spanning software development, data validation, CI modeling, customer support, and program operations. The company is structured to scale staffing as needed to support multi-year program delivery, compliance obligations, and ongoing participant support under initiatives such as ONE RED.

[redacted]

[redacted] *for NDWEE ONE RED RFP 124065 O5*

Executive Summary

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Industry Context and Purpose

[redacted]

Project Scope and Scale

[redacted]

[redacted]

Methodology

[redacted]

[redacted]

Results and Insights

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Technology Platform

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Program Experience and Takeaways

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Conclusion

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Confidentiality Notice

This document and the information contained within it are confidential and intended solely for the review of authorized parties associated with the ONE RED RFP discussions. No portion of this report may be shared, reproduced, or distributed outside of these intended parties without written consent from incite.ag. The data, analysis, and methodologies presented are proprietary and provided for the limited purpose of evaluating potential collaboration. Any unauthorized use or disclosure is strictly prohibited.

Summary of Bidders Proposed Personnel / Management Approach - incite.ag
NDWEE ONE RED Request for Proposal Number 124065 O5

Personnel and Management Overview: Incite.ag will deliver the ONE RED Ag Data Bank and Grants Program through a centralized executive governance model supported by defined technical leadership, structured project management, and scalable onboarding and support personnel. The proposed management approach is designed to ensure accountability at the executive level, disciplined technical execution, and consistent operational interface with NDWEE throughout the contract term.

The organizational structure reflected in the (below) Personnel Flowchart PDF establishes a clear reporting chain from the President through Product, Technology, and General Management functions, with defined support roles underneath each branch. This structure separates executive oversight from day-to-day project management while maintaining strong cross-functional coordination between engineering, data science, onboarding, and support operations. The approach ensures that system architecture decisions remain aligned with regulatory interpretation, that user workflows reflect operational realities, and that program delivery milestones are met within defined timelines.

Dedicated employees have been identified by name and title to serve in executive, technical, onboarding, and operational leadership roles for this project. These individuals are existing members of incite.ag's operational structure and have had time formally allocated within internal capacity planning to prioritize ONE RED delivery requirements. Incite.ag has intentionally reserved executive, engineering, and onboarding bandwidth to ensure the named personnel can meet implementation milestones and ongoing operational support demands.

In addition to the specifically named team members, the staffing plan includes defined but anonymized support roles and to-be-hired positions that will be activated as participation grows, milestone thresholds are reached, or program requirements expand. These roles are itemized within the broader staffing and cost structure and are designed to scale in alignment with enrollment volume, grant administration complexity, and reporting cadence. This ensures the State is not dependent on a static team model but rather a structured growth framework capable of adapting to evolving program demands over the life of the contract.

All proposed personnel identified below are existing members of incite.ag's operational structure or dedicated roles aligned to current platform delivery. Substitution of key personnel will only occur with prior written approval from the State.

Personnel Overview and Role Descriptions

Preston Brown – President (Executive Sponsor / Principal Investigator)
Preston Brown serves as the Executive Sponsor and retains ultimate accountability for contract performance, regulatory alignment, and delivery outcomes. He is responsible for overall strategic direction of the project and ensures that all technical and operational decisions align with NDWEE's objectives and statutory requirements. Mr. Brown provides executive-level interface with State leadership and maintains oversight of scope, risk management, and milestone performance. He conducts recurring governance reviews with functional leads to assess schedule adherence, budget integrity, and compliance posture. In addition to executive oversight, he remains actively involved in regulatory interpretation, ensuring that evolving federal and state guidance is translated accurately into system configuration and program operations.

Ross Cady – Director of Product
Ross Cady leads product execution and ensures that system functionality reflects operational realities of producers and program administrators. Reporting to the President, he defines user workflows, onboarding logic, and dashboard structures to ensure that the Data Bank remains usable, scalable, and compliant. Mr. Cady works closely with engineering to translate program requirements into deployable features, aligning field-level processes with technical architecture. He oversees user acceptance coordination, feature refinement, and system usability validation to ensure adoption and reduce friction during producer enrollment. His role bridges operational program execution with technical implementation, ensuring the platform performs as intended in real-world conditions.

Tucker Napier – Designer
Tucker Napier supports product execution through structured user interface design and visual system consistency. Reporting to the Director of Product, he is responsible for ensuring that dashboards, onboarding modules, and reporting interfaces remain intuitive and aligned with accessibility expectations. His work enhances producer engagement by presenting complex data workflows in a clear and structured format. He also supports documentation of user flows and assists in preparing interface elements for State review and acceptance testing.

Bryan Meeker – Designer
Bryan Meeker contributes to visual workflow refinement and layout consistency across the platform. He assists in translating system functionality into structured front-end designs that are usable and consistent across modules. His work supports adoption by reducing user confusion and ensuring clarity in grant-related submission interfaces and data entry components. He collaborates with product and engineering to ensure that visual designs are technically feasible and properly integrated into development cycles.

Sean Kelly – Head of Technology
Sean Kelly serves as the technical authority for the project and oversees all engineering, infrastructure, and security functions. Reporting to the President, he is responsible for system architecture, Azure cloud configuration, data security implementation, CI/CD pipeline governance, and disaster recovery readiness. He ensures that the Data Bank infrastructure is scalable, secure, and aligned with State data protection requirements. Mr. Kelly supervises engineering and data science teams and enforces development standards, release controls, and quality assurance processes. He maintains oversight of geospatial integration, data ingestion pipelines, and modeling frameworks to ensure consistent performance and audit defensibility.

Security Engineer
The Security Engineer reports to the Head of Technology and is responsible for implementing and maintaining encryption protocols, access control policies, audit logging systems, and vulnerability monitoring processes. This role ensures that sensitive producer data is protected in accordance with State and federal expectations. The Security Engineer supports compliance documentation, conducts periodic internal security assessments, and coordinates remediation efforts where necessary.

Data Engineer
The Data Engineer oversees structured ingestion, transformation, and storage of producer, geospatial, and CI modeling data. Reporting to the Head of Technology, this role ensures that data integrity is maintained throughout intake and processing workflows. The Data Engineer designs validation logic, supports database optimization, and ensures reliable retrieval of

archived information within the Data Bank. This function is critical to maintaining defensible data records and supporting accurate reporting.

Russel Kosovosky – Senior Data Scientist
Russel Kosovosky leads CI modeling validation and analytical integrity. Reporting to the Head of Technology, he ensures that modeling calculations remain aligned with applicable methodologies and program definitions. He conducts analytical testing, validates outputs, and documents modeling assumptions to support audit defensibility. Mr. Kosovosky also assists in performance optimization and scenario testing to ensure system accuracy and responsiveness under production load.

Charlie Heller – Senior Data Scientist / Engineer
Charlie Heller supports advanced modeling integration and system optimization. He works at the intersection of analytics and application architecture to ensure that CI modeling logic is efficiently embedded within the platform. His responsibilities include performance tuning, validation of analytical workflows, and supporting integration between backend data processes and user-facing reporting tools.

Liam Tubridy – Senior Data Engineer
Liam Tubridy oversees backend application development, geospatial system implementation, and API integration. Reporting to the Head of Technology, he supports database structuring and ensures that feature releases align with architectural standards. He works closely with DevOps and QA teams to ensure stable deployments and reliable system behavior across development and production environments.

Senior Technical Developers (*Up To* 3 FTE Equivalent)
Senior Developers lead feature implementation and maintain coding standards across the platform. They oversee complex development tasks, conduct peer reviews, and mentor mid-level developers to ensure consistency and quality. Their responsibilities include integration of new functionality, resolution of technical defects, and coordination of deployment readiness.

Mid-Level Technical Developers (Multiple FTE Equivalent)
Mid-Level Developers support feature buildout, dashboard enhancements, workflow automation, and integration tasks. Working under guidance of senior engineers, they execute sprint assignments and contribute to iterative platform improvements. Their work ensures that project timelines are met while maintaining system stability.

DevOps / Cloud Engineers (*Up To* 3 FTE Equivalent)
DevOps Engineers manage cloud infrastructure provisioning, CI/CD pipelines, monitoring tools, and performance scaling. They ensure that system uptime is maintained and that deployments occur in a controlled and repeatable manner. They also oversee backup procedures, disaster recovery configurations, and environment integrity across development and production instances.

Quality Assurance Engineers (*Up To* 3 FTE Equivalent)
Quality Assurance Engineers conduct structured system testing, regression validation, and release certification prior to deployment. They document defects, coordinate remediation with developers, and verify functional accuracy before production releases. Their work ensures that system updates do not disrupt ongoing operations.

Riley Harbaugh – General Manager (Project Manager / Primary State Interface)
Riley Harbaugh serves as the primary operational interface with NDWEE and oversees day-to-day execution of the project. Reporting to the President, he coordinates cross-functional activities, manages project timelines, and ensures milestone adherence. He leads internal sprint reviews, tracks deliverables, and provides structured status reporting to the State. Mr. Harbaugh integrates product, engineering, onboarding, and support teams to ensure that implementation remains aligned with contractual deadlines and program objectives.

Jacob Baker – Onboarding Specialist & Support
Jacob Baker supports producer onboarding, documentation intake, and data validation workflows. Reporting to the General Manager, he assists participants in navigating submission requirements and ensures completeness of required information. He escalates technical issues as necessary and helps maintain structured onboarding timelines.

Jonny Schwank – Onboarding Specialist & Support
Jonathan Schwank supports structured onboarding execution and documentation tracking. He maintains communication with participants throughout the enrollment process and assists with ensuring data accuracy and timeliness.

Senior Support Staff and Support Staff
Support personnel maintain system continuity after deployment. They manage helpdesk tickets, provide user assistance, coordinate account management tasks, and assist with annual refresh cycles. Senior Support Staff oversee ticket prioritization and escalation pathways to ensure timely resolution and production stability.

Subcontractors (As Needed)
Specialized subcontractors may be engaged for cybersecurity review, independent validation, or temporary capacity expansion. All subcontracted work will be managed through the Head of Technology or General Manager, and no substitution of key personnel will occur without prior written approval from the State.

- Preston Brown - President
  - Ross Cady - Director of Product
    - Tucker Napier - Designer
    - Bryan Meeker - Designer
  - Sean Kelly - Head of Technoloy
    - Security Engineer
      - Data Engineer
    - Russell Kosovaosky - Sr Data Scientist
      - QA Engineer
      - QA Engineer
    - Charlie Heller - Sr Data Scientists
      - Technical Developer (Sr)
      - Technical Developer (Sr)
      - Technical Developer (Mid)
      - Technical Developer (Mid)
      - Technical Developer (Mid)
    - Liam Tubridy - Sr Data Enginneer
      - Technical Developer (Mid)
      - Technical Developer (Mid)
      - Dev Ops / Cloud Engineer
      - Dev Ops / Cloud Engineer
      - Dev Ops / Cloud Engineer
  - Riley Harbaugh General Manager
    - Jacob Baker - Onboarding Specialist & Program Support
    - Onboarding Specialist & Program Support
    - Jonny Schwanck - Onboarding Specialist & Program Support
    - Senior Support Staff
      - Support Staff
  - Subcontractors (as Needed

sean@incite.ag · Boston, MA ·linkedin.com/in/sean-patrick-kelly-0 · (603) 285-2364 · github.com/spkell

Education

University of Notre Dame — Notre Dame, IN
Master of Science in Engineering, Science, & Technology Entrepreneurship (ESTEEM) - AI at Scale — May 2022

College of the Holy Cross — Worcester, MA
Bachelor of Arts in Multi-Disciplinary Neuroscience — May 2021
GPA 3.45

Professional Experience

Incite.ag, Head of Technology (Sterling, IL) — Apr 2024 - Present
- Own enterprise platform architecture and technical strategy, designing cloud-native and hybrid systems optimized for scalability, reliability, security, and long-term maintainability while adapting to evolving regulatory and industry requirements
- Lead and develop cross-functional engineering teams, overseeing developers and engineers across system design, implementation, deployment, and operational support, establishing standards for delivery, quality, and resilience.
- Drive cybersecurity, compliance, and data governance programs, implementing controls for secure identity, data integrity, privacy, and audit-ability across customer-facing platforms and partner integrations.
- Scale and deliver production platforms supporting real-world agricultural and biofuel operations, enabling crop and field data ingestion across 1M+ acres, analytics for hundreds of farm operations, and enterprise integrations for dozens of biofuel processing organizations, including Fortune 100 customers.
- Architect and implement secure hybrid and on-premise integration frameworks, connecting FMS and partner ecosystems through APIs, identity-aware workflows, and resilient data pipelines to support multi-organization interoperability.

EY, Technology Consultant, Next Generation AI (Boston, MA) — Sep 2022 - May 2024
- Innovate and develop internal and external EY technical strategy surrounding advances in generative AI, including implementation of vector databases and knowledge graphs for large scale semantic search, scraping and structuring large text & numerical datasets from enterprise documents, fine-tuning of open and closed source LLMs using transformed text corpus on Azure, recursive LLM driven data analytics leveraging code interpreters and APIs, and exploring emerging research literature
- Lead multiple ongoing large scale internal AI initiatives in our emerging technology engine, including an effort requiring close engineering feedback loops with EY's QA leadership to transform contract management, one of our largest business functions
- Designing and steering the ongoing development of EY's Generative AI Platform (EY.ai), through iterations on our forward-looking roadmap with leadership and technical alignment across development teams
- Building machine learning time series demand forecasting models for large manufacturing clients.
- Present strategic considerations and research findings to a range of clients and senior EY leadership

Massachusetts Move Insights, Founder (South Bend, IN) — May 2021 - Mar 2023
- Automated the end to end compilation, and deliverance, of client lead information from a private database, and the process of identifying a property as furnished or unfurnished using TensorFlow image classification CNN models and AWS infrastructure.

Cogitare Engineering, Co-Founder, Business Development (South Bend, IN) — Dec 2021 - Sep 2022
- Technical, problem, & solution validation, market sizing, and commercialization strategy for information extraction pipelines that leverage natural language processing, ontologies, knowledge graphs, and other semantic web related technologies.

Idea Center, Senior Risk Assessment Analyst, University of Notre Dame (South Bend, IN) — Sep 2021 – Sep 2022
- Manage 3 technical market analysts, and meet weekly to guide their individual risk assessment reports.
- Determined market potential and opportunity for technology discovered by ND researchers, including graph neural networks for drug discovery, drone assisted augmented reality, and chemiresistive sensors.

College of the Holy Cross, Researcher, Dep. of Neuroscience (Worcester, MA) — Jun 2019 - Jun 2021
- Applied machine learning techniques (MVPA) to EEG data for classification of ERPs as well as identifying the nature of information carried by conventional electrodes and tri-polar concentric ring electrodes (VSS 2021): https://doi.org/10.1167/jov.21.9.2417.
- Implemented perception illusion paradigms and analyzed psychophysical data using MATLAB: doi.org/10.1167/jov.20.11.342.

Computer Science Engineering Relevant Coursework

Calculus 1 & 2 • Physics 1 & 2 • Techniques of Programming (CSCI 131) • Mathematical Structures (MATH 243) • Data Structures (CSCI 132) • Modern Physics (PHYS 223) • Computational Genomics (Graduate level) • Design of Algorithms (CSCI 506) • Artificial Intelligence (CSCI 347) • Quantum Computing (PHYS 275) • Computational Neuroscience Independent Study (PSYC 480) • Computational Vision (CSCI 363) • Machine Learning (Graduate Level) • Computational Behavioral Modeling (Graduate Level)

Involvement

Academic Research, University of Notre Dame (South Bend, IN) Sep 2021 - Sep 2022

- Created a novel method for deep neural network interpretability, and assessed multi-way feature explainability against a novel ground truth measure. (1st Author, AAAI 2023)
- Decoding of spoken and imagined phonemes from EEG signals to predict language from brain activity using TensorFlow.

Skills & Interests

Computer Languages: Python, MATLAB, Java, React/Node, HTML, C, C++, Prolog, Qiskit, TensorFlow, Mathematica
Computer Skills: LLMs, ML, CNNs, Azure, AWS, Ontologies, Knowledge Graphs, MVPA, Constraint Satisfiability, Selenium, Pandas
Certifications: Neo4j Certified Professional & Graph Data Science, Azure Data Fundamentals, Power BI Data Analyst
Interests: Artificial Intelligence, Cloud Computing, Biotechnology, Neurotechnology, Venture Capital, Philosophy

BRYAN MEEKER

Creative Director & Graphic Designer
Nashville Metropolitan Area | bryan.d.meeker@gmail.com | 573-645-4505 | LinkedIn Profile-----PROFESSIONAL SUMMARY

A highly experienced Contract Graphic Designer and Creative Director with over a decade of expertise in delivering impactful print, social, branding, and digital design solutions. Proven ability to lead creative production at scale, manage client-facing engagements, and implement structured design systems across agency, nonprofit, corporate, and entrepreneurial environments. Combines strong visual storytelling with operational leadership gained as a successful business owner.-----EXPERIENCE

Contract Graphic Designer / Creative Consultant | Various Clients | 2017 – Present

- Provides contract-based graphic design services, ensuring brand-aligned creative execution across multiple channels for businesses, agencies, and growth-stage companies.
- Key deliverables include print collateral (brochures, signage, mailers), social media/digital marketing creative, brand identity systems, logo development, and campaign concepting.
- Responsible for creative direction, asset standardization, and cross-functional collaboration with marketing and operations teams.

Owner | Next Door Photos – Nashville | February 2021 – Present

- Owns and operates a real estate photography and media company serving the Nashville metro market.
- Manages all facets of the business, including strategy, revenue growth, marketing, client acquisition, and contractor performance management.
- Ensures creative quality control and brand consistency while leading a team that delivers high-volume visual media services to real estate professionals.
- *Certified Realtracs Photographer | Better Business Bureau Accredited Business*

Designer | Ramsey Solutions | June 2020 – February 2021

- Produced creative assets for digital campaigns, product marketing, and brand communications.
- Collaborated with internal marketing teams to develop visuals for large-scale audience engagement and ensured cross-platform campaign consistency.

Associate Designer | Ramsey Solutions | June 2018 – June 2020

- Supported design production across digital and print channels, assisting with campaign development, social assets, and internal brand collateral.
- Contributed to visual system refinement within a nationally recognized brand.

Account Manager | Brilliant Metrics | August 2017 – April 2018

- Managed client relationships and coordinated deliverables between technical teams and marketing stakeholders in a digital analytics and marketing environment.

Field Staff | Young Life | Memphis, TN | August 2014 – July 2017

- Led community-based youth engagement initiatives, organized programming, and developed leadership skills through nonprofit outreach.

Leadership Staff | Camp Kivu | Durango, CO | 2011 – 2014

- Mentored students and supported structured outdoor programming within a youth camp environment.

-----EDUCATION & CERTIFICATIONS

Union University

- Bachelor of Business Administration (BBA), Marketing | 2010 – 2014

Certifications

- Google Analytics – Beginner (Google)
- Realtracs Certified Photographer
- *Inbound Certification (HubSpot Academy, Expired 2019)*

Charles Heller

Sr. Data Engineer

Twin Cities, MN
+1 952-607-7152
charlie@incite.ag
crheller.github.io

Data engineer with ten years of expertise in database development, high-dimensional data analysis, machine learning, and software engineering. Experience building and automating scalable data pipelines to increase efficiency and reproducibility.

Skills

Programming languages and database frameworks

Experienced: Python • JavaScript • Julia • MySQL • Bash • CosmosDB • MongoDB
Familiar: R • MATLAB • Rust • PHP • C#

Frameworks & Libraries

ADAPT • Node.js • rioxarray • shapely • scikit-learn • PyTorch • geopandas • Flask

Other Technical Tools

Github • Docker • Azure • Google Cloud • Jupyter • Linux • High Performance Computing

Education

Oregon Health and Science University – *Neuroscience, Ph.D.* *2016* to *2021*

Thesis: *State-dependent representation of sound by neural population activity in auditory cortex*

Applied machine learning, statistical modeling, and advanced neural data analysis to large neural datasets, advancing our understanding of auditory processing. Published findings in leading journals.

Selected Coursework:

Signal Processing • Probability and Statistical Inference • Practice and Ethics of Science

Saint Olaf College – *Physics, B.A.* *2012* to *2016*

Selected Coursework:

Linear Algebra • Software Design • Statistical Modeling • Differential Equations I/II • Multivariable Calculus

Professional experience

Sr. Data Engineer

Incite.ag *2024* to *Present*

Summary: Leader of the Data Extraction Team at Incite.ag. Responsible for building and managing data ingestion pipelines to collect information about on farm management practices.

Key Achievements:

- Manage API integrations to support seamless data extraction from Farm Management Systems
- Leverage LLMs to automate mapping of farmer-described-tillage-practices to standard RUSLE2 pass types
- Utilize satellite imagery to enable automatic, single click, field boundary detection enabling low friction reporting of field geolocation for farmers
- Develop OCR and LLM-based tools for accelerating extraction of grower data from unstructured PDF and image documents
- Support frontend development of Grower Portal where farmers can easily review and share management data

Postdoctoral Research Fellow – Data scientist

Max Planck Institute for Biological Cybernetics *2021* to *2024*

Summary: Led the analysis of high-dimensional time series data and image data using machine learning and computer vision techniques. Managed multiple research projects while mentoring graduate and undergraduate students. Spearheaded the development of scalable data tools and software to streamline data analysis for all team members, ensure reproducibility, and improve cross-team data access.

Key Achievements:

- Developed and evaluated machine learning models in Python and Julia to improve interpretability and accuracy.

- Applied machine learning analyses (*e.g.*, reduced-rank regression, classification, clustering) to high dimensional time series data to drive insights into neural processing and animal behavior.
- Built computer vision-based pipeline for eye tracking of zebrafish larvae, dramatically improving reliability of tracking during experiments.
- Utilized distributed, high performance computing to reduce image data processing times by > 90%.
- Constructed a comprehensive lab database using a NoSQL backend to streamline data management.
- Engineered Docker-hosted APIs to enhance data accessibility for cross-functional research teams.
- Mentored and supervised student researchers, ensuring successful project completion and skill development.
- Published work in leading journals, contributing to advancement of computational neuroscience.

Graduate Research Fellow – Data scientist
Oregon Health and Science University *2016* to *2021*

Summary: Headed multiple research projects focused on flexible auditory processing, utilizing advanced neural time series data analysis. Applied machine learning algorithms and statistical models to analyze complex, multi-modal datasets. Developed and maintained open-source Python tools to support data analysis and enhance research reproducibility within our team as well as across the field.

Key Achievements:

- Applied machine learning and statistical modeling to large, time series data to drive insights into auditory processing.
- Replaced legacy Canny edge detection-based behavioral tracking software with deep learning, computer vision-based approach, enabling more robust image processing of behavioral data.
- Developed Python tools for neural data analysis (*dDR*), increasing reproducibility across the field.
- Utilized MySQL to manage and query datasets, facilitating large-scale data analysis and insights.
- Co-developed (*NEMS*), a machine learning model fitting software package, enhancing the accessibility and reproducibility of neural data modeling.
- Published research and software in top journals and on GitHub, advancing auditory neuroscience.

Professional Development

Climatebase Fellowship *2024*
Exploring the applications of data science in the nature based climate solutions during this intensive 12-week career accelerator.

Advanced Neural Data Analysis - G-Node *2019*
Improved my understanding of advanced machine learning and statistical modeling applications in neuroscience during intensive three-week course.

Summer Workshop on the Dynamic Brain - Allen Institute *2017*
Applied new methods for reproducibility and accessibility of data and software tools in neuroscience during two-week, project-based course.

Awards

Marie Curie Postdoctoral Fellowship - Seal of Excellence Recipient *2022*
Awarded to research projects scoring in the top 15% among nearly 10,000 applicants.

Best Poster Presentation – Advances and Perspectives in Auditory Neuroscience (APAN) *2018*
Recognizes excellence in science communication at a global auditory research conference.

Graduate Research Fellowship, National Science Foundation (NSF GRFP) *2018*
Highly competitive graduate research fellowship that provides full financial support for three years.

St. Olaf Academic Scholarship *2012*
Four-year scholarship awarded on the basis of outstanding academic merit demonstrated in high school.

Teaching and Mentoring Experience

Computation and Cognition Tuebingen Summer Internship *2022* to *2024*

Developed and supervised computational neuroscience projects for global undergraduate interns, offering high quality research opportunities to students facing personal, financial, or regional barriers to scientific careers.

Python programming in neuroscience *2018*

Designed and taught a semester-long course on using Python for neural data analysis, introducing students to IDEs, scientific computing frameworks (numpy, scipy, pandas), and modeling approaches (*e.g.*, linear regression).

Minds Matter Portland *2016* to *2019*

Mentored two highly motivated high school students aiming to be the first in their families to attend a four-year university. Met regularly for three years until both successfully entered four-year degree programs in fall 2019.

Selected Publications

Heller, C. R., Hamersky G. R., & David S. V. (2023). Task-specific invariant representation in auditory cortex. *eLife* doi: 10.7554/eLife.89936.3

Heller C. R. & David S. V. (2022). Targeted dimensionality reduction enables reliable estimation of neural population coding accuracy from trial-limited data. *PloS one* doi: 10.1371/journal.pone.0271136

Heller C. R. & Crisp K. (2016). A Hodgkin-Huxley model for conduction velocity in the medial giant fiber of the earthworm, Lumbricus terrestris. *IMPULSE*,1:9

* For a full list of publications, please see my Google Scholar page

References

Sean Kelly - Head of Technology @Incite.ag
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Dr. Stephen David - Professor of Otolaryngology
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Preston Brown

Oregon, IL

preston@incite.ag Mobile: 815.315.7506

Education

University of Illinois at Urbana-Champaign, Champaign IL
College of Agriculture Consumer and Environmental Sciences
Major: Agriculture & Consumer Economics - Agribusiness Markets and Management

Summary

I am Illinois farm kid first and foremost. Born and raised on my family's row crop operation in Mclean County, Illinois. My experience has been built around finding creative solutions to unlock profitability in what I would argue is the most competitive agricultural environment in the United States. I have a deep passion for supporting producers and using my skillset to challenge their status quo, introduce new and innovative concepts to their operation, and continually expand the reach of our agricultural community. A fierce advocate for production agriculture, my role with nZero can be simplified into one phrase; I'm here to shape the future of carbon measurement for agriculture in a way that promotes and quantifies the positive, and essential, impact agriculture has on our world.

Work Experience

Incite.ag, Illinois

- *Founder | President* (2021-Present)
  Founded and scaled a commercial-stage carbon intensity (CI) data and compliance software company serving ethanol producers, agricultural cooperatives, and grower networks across the Midwest.
- Designed and led development of enterprise-grade CI scoring platforms integrating GREET-based methodologies, USDA feedstock guidance, geospatial boundary systems, and audit-ready documentation workflows
- Built and manage cross-functional teams spanning software engineering, data science, cloud infrastructure, grower onboarding, and compliance support.
- Lead executive strategy, regulatory interpretation (45Z, LCFS, CFR, ISCC), product architecture direction, and commercial program execution.
- Direct multi-year CI scoring and feedstock data programs supporting millions of bushels across multi-plant ethanol operators and regional cooperative networks.
- Oversee secure cloud architecture, data governance protocols, and compliance-aligned reporting systems designed for high-stakes regulated marketplaces.
- Serve as primary liaison with federal and state agencies, industry trade groups, and executive leadership teams on CI modeling, program design, and implementation strategy.
- Structured the company to operate on revenue-backed growth, emphasizing long-term platform durability, audit defensibility, and scalable program delivery.

nZero, Midwest
Director of Agribusiness (2021-2023)

- Directing strategy and execution of tailoring the nZero tool with the unique needs of the agricultural industry
- Primary account manager with CHS and overall project manager on the 2022 Biofuel Pilot Program being conducted in Northern Illinois

Syngenta, Central Corn Belt
Strategic Business Partner (2029-2021)

- Served as the primary relationship manager and trusted advisor to the "top producer" customer segment in the Syngenta commercial seeds business
- Provided tailored consulting strategies to operations raising +8,000 acres of crop that supported both their operation and profitability
- Developed and extremely wide range of unique tools for individual accounts ranging from H2A labor support programs to generational leadership development and succession planning, and from engagement with regulators in DC to venture capital opportunities with ag tech startup companies

Becks Hybrids, Northwest Illinois
District Sales Manager (2013-2029)

- Opened a new sales district with the responsibility of establishing the brand in Northern Illinois
- Directly sold over 50 unique farm operations annually managing a district of over 350 customers, 22,000 units of corn, and

20,000 units of soybeans
- Recruited unique seed dealerships and have overseen the sales activities of independent salesmen. Managed the transition of neighboring districts' customers/dealers, and the termination of ineffective dealerships

Independent Agricultural Real Estate, Illinois **(**2021-Present)
Managing Broker

Sterling Land Company, Northern Illinois **(**2017-2021)
Broker

Brown Family Farms, Towanda, Illinois (Present)
- Active partner and manager in family's row crop operation

Ross C. Cady

815-499-2983 150 31st Street
rccady20@gmail.com Marion, Iowa, 52302

Work Experience:

Incite.ag
Marion, Iowa – Remote

Director of Product *February 2025-Present*

- Collaborating with General Manager to drive business-critical directives and building internal and external data dashboards to enhance sustainability reporting
- Leading team efforts for the launch of our Grower Portal data capture system, streamlining the collection of information for carbon intensity scoring
- In addition to previous role, joined Leadership Team of incite.ag, owning new and existing product directives

Ag Services Manager *July 2024-February 2025*

- Directing efforts for new business concepts and expanded offerings, while ensuring yearly product roadmap updates
- Responsible for the software adoption of 150+ growers and 20 stakeholders across all customers

Distynct, *Sales Account Manager*
Ames, Iowa – Hybrid *June 2023-March 2024*

- Directed sales and managed primary accounts across the Midwest
- Established our dealer network and provided coaching on product knowledge and development
- Prospected with management across the top 40 swine producers in the U.S. for pilot and research trials
- Crafted accurate and insightful business projections utilizing an understanding of market trends, potential opportunities, and areas for strategic focus

Corteva Agriscience, *Territory Manager, Pioneer Seeds*
Shakopee, Minnesota *May 2022-June 2023*

- Oversaw the day-to-day management of a $29 million sales territory across 14 agencies and 26 individuals in south-central Minnesota
- Built and executed sales initiatives to exceed territory targets by 5,600 corn and 12,700 soybean units, while achieving critical business quality metrics, year-over-year
- Recruited, developed, and retained a high-quality sales team to deliver a superior customer experience
- Collaborated with other Territory Managers and Agronomists across the state on AAR management and shared accounts

Corteva Agriscience, *Associate Territory Manager, Pioneer Seeds*
Noblesville, Indiana *June 2021-May 2022*

- Assisted in multiple Pioneer business development initiatives such as Territory Planning and Vitality Index with sales representatives
- Created multiple E3 Field Day research trials and presented on-site product education

Leadership Opportunities:

Iowa Corn Leadership Enhancement and Development (I-LEAD) Program *November 2025-September 2027*

Education:

Iowa State University, Ames, Iowa Primary Major: Agricultural Business
Bachelor of Science Degree, May 2021 Secondary Major: International Agriculture

Ross C. Cady

815-499-2983
rccady20@gmail.com

150 31st Street
Marion, Iowa, 52302

References:

Riley Harbaugh
General Manager, incite.ag
6377 Dodds Dr
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319-551-0808
riley@incite.ag

Jay Zielske
Field Agronomist, Pioneer Seeds
2332 Northridge Drive
North Mankato, MN 56003
507-838-2583
jay.zielske@pioneer.com

William Wynn
District Sales Lead, Pioneer Seeds
7000 NW 62nd Ave
Johnston, IA 50131
608-400-3099
William.wynn@corteva.com

JONATHAN SCHWANK

Milledgeville, Illinois | Phone: 815-440-7950 | Email: jonny@incite.ag

EXPERIENCE

Assistant Foreman & Technical Operations
Jakobs Bros Farms | Sterling, Illinois | 2022 – Present

- Manage daily field operations, including supervision of seasonal labor, equipment scheduling, and task assignments for planting and harvest across multiple acres.
- Perform comprehensive equipment operation, maintenance, and troubleshooting to maximize uptime during critical seasons.
- Contribute to crop planning and manage harvest logistics to maintain operational timelines and efficiency.
- Reinforced strong mechanical aptitude, leadership, and accountability in a fast-paced production environment.
- *(Prior to 2023: Gained practical experience in all aspects of row crop production, including general farm labor, equipment operation, grain handling, and facility maintenance.)*

Onboarding Specialist (Part-Time)
Incite AgPro LLC | Sterling, Illinois | 2024 – Present

- Support agricultural producers through technical data onboarding for carbon intensity (CI) and compliance programs.
- Collect, review, and validate complex field-level data and documentation directly with growers.
- Ensure completeness and accuracy of submissions, improving data integrity and producer onboarding efficiency.

Manufacturing & Engineering Support
John Deere | 2023 – 2024

- Supported equipment production processes within a structured industrial and engineering environment.
- Assisted in production line operations, troubleshooting, and process optimization efforts.
- Maintained adherence to quality control and documentation standards.

EDUCATION

Sauk Valley Community College
Coursework in Engineering and Technical Studies

Sterling High School
Sterling, Illinois | Graduated 2019

Contacts
David Jakobs - JBF - 815.222.1209
Alex Jakobs - Jakobs Bros Farms - 815.310.2113
Ricky Gonzales - Jakobs Bros Cattle - 217.889.2510

Jacob Baker

Prophetstown, Illinois

Education

University of Illinois Urbana-Champaign
Bachelor of Science, Agronomy & Crop Science
2012 – 2016

Work Experience

Baker Family Farms – Prophetstown, Illinois
Owner / Operator
2017 – Present

Direct all aspects of a multi-generational corn and soybean operation, including strategic agronomic planning, equipment and logistics management, input procurement, and grain marketing.

- Spearheaded annual crop planning, hybrid/variety selection, and precision fertility strategies to maximize yield potential.
- Implemented data-driven nutrient and soil health practices, leveraging soil testing to guide input application and conservation.
- Oversaw all field operations (planting, application, harvest) and equipment maintenance to ensure peak operational efficiency.
- Managed operational budgeting, input purchasing, and complex grain marketing decisions for improved farm profitability.
- Evaluated and adopted precision agriculture tools and conservation practices to enhance long-term productivity and cost control.
- Coordinated seasonal labor and custom operations as required.

AgView FS – Lyndon, Illinois
Agronomist & Account Manager
2022 – 2024

Managed a high-value portfolio of farm accounts across Western Illinois, functioning as the primary retail agronomic consultant and crop planning services provider.

- Developed and delivered comprehensive crop planning, fertility programs, and seed/crop protection strategies to clients.
- Cultivated long-term client relationships focused on improving farm profitability and measurable agronomic performance.
- Conducted in-depth field scouting and rapid in-season crop diagnostics to mitigate yield-limiting factors.
- Built nutrient management plans strictly aligned with soil test data and specific yield goals.
- Coordinated product recommendations, logistics, and billing processes, ensuring seamless customer service and supply chain efficiency.

Stine Seed Company – Sheridan, Indiana
Research Technician
2016 – 2018

Supported agronomic research trials and hybrid evaluation programs, ensuring data quality and protocol adherence.

- Assisted with plot design, planting, data collection, and harvest operations for critical research programs.
- Collected and analyzed agronomic performance data to contribute to hybrid advancement decisions.
- Maintained trial integrity and meticulously adhered to research protocols across all test sites.
- Operated research and field equipment in controlled testing environments.

incite.ag
Onboarding Support Specialist (OBS)
February 2026 – Present

Facilitates the technical onboarding of new grower accounts and manages field-level data acquisition for carbon intensity (CI) scoring and regulatory compliance programs.

- Streamline the data submission process, documentation gathering, and workflow navigation for a smooth grower onboarding experience.
- Support the validation of agronomic inputs and field-level production records for program accuracy.
- Coordinate directly with program managers to ensure timely completion of all onboarding milestones.
- Leverage deep agronomy and farming background to translate complex technical requirements into practical, field-level production protocols.

References & Contacts -

Paul Stoddard - pstoddard@illinois.edu

Riley Harbaugh - Riley@incite.ag

Nik Jakobs - nik.jaobs@gmail.com

Riley Harbaugh

6377 Dodds Dr Bettendorf, IA 52722
319-551-0808 | riley.r.harbaugh@gmail.com | LinkedIn Profile

PROFESSIONAL EXPERIENCE:

Incite.ag, Remote — January 2024 to Present
General Manager

- Executes commercial feedstock programs by driving farmer engagement and retention
- Owns technical agronomy recommendations and insights to enhance user experience
- Optimizes farmer data sharing capabilities for Climate-Smart Agriculture practice verification
- Consults with executives at over 20 biofuel production facilities on carbon intensity projects
- Steers product and tech teams on the development and refinement of software products

Harbaugh Ag Enterprises, LLC, Bettendorf, IA — February 2024 to Present
Owner/Operator

- Manages sales and revenue in support of agronomy services and customer relationships
- Collects soil samples, analyzes results, and makes fertility recommendations using FieldAlytics software
- Executes pre-harvest field inspections for local seed-bean production facilities

nZero, Remote — August 2023 to January 2024
Agribusiness Manager

- Delivered carbon intensity consulting to ethanol plants and corn farmers
- Managed technical aspects of the business that generated actionable insights for customers

Pivot Bio, Northern IL & Southern WI — February 2022 to August 2023
Commercial Agronomist

- Executed marketing and sales plans to drive product adoption and customer enrollment
- Communicated product and agronomic knowledge to over 40 sales representatives and customers
- Performed agronomic troubleshooting for any problems customers faced with product

Gold Star FS, Lyndon, IL — January 2019 to February 2022
Certified Crop Specialist

- Proactively sold a wide variety of agronomy services and agricultural products to 30+ customers
- Increased seed corn sales by 105% via tactical sales promotions
- Prioritized weed management strategies, generating $200,000 increase in pesticide sales
- Sourced new business from farmers, generating $260,000 of sales invoices

Kent Corporation, Muscatine, IA — May 2017 to January 2019
Commodity Buyer

- Managed corn inventory and hedge account for Grain Processing Corporation (GPC) in Muscatine, IA
- Set grain bids for GPC based on current market structure and product margins
- Managed the non-GMO corn program with farmers and third-party suppliers

Gavilon Grain, Clarks, NE — June 2015 to May 2017
Grain Merchandiser

- Managed location's cross-country position into ethanol plants across central Nebraska
- Problem solved logistical and delivery schedule conflicts
- Strategically communicated with coworkers and vendors to capitalize on market opportunities

SUMMER INTERNSHIP AND WORK EXPERIENCE:

Gavilon Grain, Fremont, NE — May 2014 to August 2014
Grain Merchandising Intern

- Engaged and assisted farmers in finding a domestic market for grain not approved for export

Innovative Ag Services, Monticello, IA — May 2013 to August 2013
Crop Scouting Intern

- Scouted corn, soybean, and alfalfa fields, and reported findings to lead agronomist

Dirks Farms, Clarence, IA — 2007 to 2014
Farm Worker

- Safely operated and serviced machinery to raise corn, soybeans, seed corn, and farrow-to-finish hogs

Elder Equipment, Durant, IA — December 2010 to May 2011
John Deere Mechanic

- Diagnosed and repaired John Deere agriculture equipment

EDUCATION:

Iowa State University, Ames, IA — Master of Science Degree: December 2024
Major: Agronomy — GPA: 4.0/4.0
Creative Component: *A Learning Module for the Iowa Phosphorus Index*

Iowa State University, Ames, IA — Bachelor of Science Degree: May 2015
Major: Agricultural Business — GPA: 3.28/4.0
Minor: Agricultural Systems Technology
Collegiate Activities: CALS Ambassador, VEISHEA Committee, Alpha Gamma Rho Fraternity

Kirkwood Community College, Cedar Rapids, IA — Associate of Science Degree: May 2013
Study Abroad Experience: Brazil Agriculture Education Experience — GPA: 3.36/4.0

CERTIFICATIONS:

American Society of Agronomy

- *Certified Crop Advisor,* August 2018 to Present
- *4R Nutrient Management Specialty*, February 2022 to Present

COMMUNITY INVOLVEMENT:

Dodds Valley View Water Association, *President*
Bettendorf, IA - January 2024 to Present

Iowa State University Scott County Agricultural Extension Council - *Member*
Scott County, IA - January 2025 to Present

WILLIAM D. TUBRIDY

Boston, Massachusetts | (+1) 781-248-8912 | ltubs714@gmail.com | https://www.linkedin.com/in/william-tubridy-a1461116a/

PROFESSIONAL SUMMARY

- **Full-Stack Software Engineer** specializing in front-end development, leveraging a rigorous scientific background Agriculture, Genomics, & Bioinformatics to architect data-intensive SaaS products and internal tooling
- **JavaScript, JSX, & Python Specialist** with deep experience building scalable web applications, dynamic UIs via JSX [e.g., React/Next.js], and robust backend services [e.g., Node.js] to drive core business operations
- **AgTech & Data Visualization Specialist** who transforms complex greenhouse gas and sustainability algorithms (GREET, USDA FD-CIC) into high-performance, interactive calculators and dashboards
- **Cross-Functional Collaborator** skilled at bridging the gap between data scientists, product teams, and end-users, successfully translating dense computational models into intuitive, accessible software solutions

TECHNICAL SKILLS

- **Languages & Web Technologies:** JavaScript (ES6+), JSX, Python, R, HTML5, CSS3, SQL [e.g., React, Next.js, Node.js, Express, etc.]
- **Cloud & Infrastructure:** Google Cloud Platform (GCP, Cloud SQL, BigQuery), Microsoft Azure (Azure SQL, Synapse), AWS (EC2), Git/GitHub, Linux/Unix Command Line, Bash/Shell Scripting, LaTeX
- **Bioinformatics & Computational Biology:** RNA-sequencing (smRNA, scRNA) and genomic data pipelines (e.g., Bowtie, STAR, GATK, SAMtools)
- **Scientific & Laboratory Expertise:** Analytical chemistry and biology toolkit including NMR (1H, 13C, 2D), HPLC, GC-MS, PCR, and cyclic voltammetry

WORK EXPERIENCE

incite.ag **Sterling, IL**
Software Engineer *September 2024 - Present*

- Spearhead front-end architecture and full-stack development for an AgTech SaaS platform focused on Carbon Intensity (CI) scoring, utilizing JavaScript and JSX to deliver seamless, high-performance web applications for biofuel producers and farmers
- Engineer complex agricultural calculators by translating dense governmental emissions algorithms (including the full GREET model and USDA FD-CIC) into interactive, user-friendly software, directly enabling clients to maximize 45Z tax credits and low-carbon revenue

Revvity **Boston, MA**
Associate Chemist *July 2021 - August 2023*

- Executed traditional synthetic procedures involving chemistry, HPLC, and analytical analysis for the production and analysis of custom reagents. Piloted custom protein kits containing new reagents for inventory, as well as select biotechnology and pharmaceutical clients
- Manufactured biomedical products by assessing (QA & QC) and interpreting analytical data, performed cell-based assays for proper protein and antibody detection, and executed UV-Vis methods for image analysis of custom reagents

EDUCATION

University of Galway **Galway, IE**
M.Sc., Genomics Data Science *August 2024*

- GPA: 3.7

College of the Holy Cross **Worcester, MA**
B.A., Chemistry *May 2021*

- Completed the Pre-Medical Track requirements

PAST RESEARCH

Mapping oxoG sites in oxidized microRNA sequences **Galway, IE**
Supervisors *Dr. Katarzyna Whysall, Dr. Pilib Ó Broin, Karen Guerrero Vazquez* *Completed August 2024*

- Use small RNA sequencing of microRNAs and oxidized microRNAs (existing datasets from human and mouse muscle, during aging and exercise), more specifically, oxidized G-induced guanine-to-thymine (O^8G > T) variations featured in sequencing to discover widespread position-specific 8-oxoguanine (O^8G) in microRNAs. Utilize algorithms, databases, analysis pipelines, and bioinformatic tools to identify and map O^8G sites on the miRNA sequence to predicted target genes

REFERENCES

Nik Jakobs **+1(815)590-7650**
Preston Brown **+1(815)315-7506**
Katarzyna Whysall **kasia.whysall@universityofgalway.ie**

RUSSELL KOSOVSKY

Northborough, MA | +1 (508) 375 1282 | russellkosovsky@gmail.com

EDUCATION

CONNECTICUT COLLEGE, Bachelor of Arts — New London, CT
Major: Computer Science – Minor: Psychology — May 2025
Involvement: Autonomous Agent Learning Lab, Robotics Club, Men's Club Hockey
Relevant Coursework: Computational Intelligence · Data Structures · Algorithms · Artificial Intelligence
Discrete Mathematics · Computer Organization · Cybersecurity · Big Data in Psychology · Networks

WORK EXPERIENCE

INCITE.AG — Remote
Data Scientist / Machine Learning Engineer — Aug 2025 - Present
GREET Carbon Intensity Prediction System

- Developed automated data collection pipeline interfacing with GREET Excel model using xlwings, enabling parallel batch processing across multiple Excel instances for high-throughput parameter sampling
- Engineered training data generation system that preserves realistic inter-feature relationships
- Developed PyTorch-based specialist neural networks for CI Score prediction with custom architectures, RobustScaler normalization, and comprehensive evaluation pipelines against held-out CSV validation datasets
- Created end-to-end ML workflow including data loaders for multiple formats (JSON/CSV), model evaluation utilities with visualization, and batch processing infrastructure supporting million-sample dataset generation

SUMMER SCIENCE RESEARCH INSTITUTE (SSRI), Connecticut College — New London, CT
Researcher — 2023 & 2024

- Conducted research in the Autonomous Agent Learning Lab
- Wrote research publications for peer review
- Implemented Genetic Algorithms, Neural Networks, and other machine learning / deep learning techniques

CONNECTICUT COLLEGE — New London, CT
Teaching Assistant — Jan 2022 – May 2025

- Facilitated lab sessions & taught the basics of programming
- Tutored students taking introductory computer science classes
- Served as a communication bridge between the students and the Professor

PUBLISHED WORK

AUTONOMOUS AGENT LEARNING LAB (AALL), Connecticut College — New London, CT
Evolving a Shogi Evaluation Function Using Genetic Algorithms — Fall, 2024

- Presented a research paper at IEEE SMC 2024 in Malaysia (DOI: 10.1109/SMC54092.2024.10830979)
- 80% success rate in predicting shogi game outcomes with a single boardstate

Self Adaptive Humanoid Walking Gaits through Central Pattern Generator evolution — Expected June, 2026

- Expanded my research experience in evolutionary computation
- Submission of research paper to the 2026 IEEE World Congress on Computational Intelligence. (in preparation)

PRESENTATIONS

IEEE CONFERENCE ON SYSTEMS, MAN, AND CYBERNETICS, Sarawak, Malaysia — Fall, 2024
Computational Intelligence and Soft Computing Session Chair

- Presented at, led and organized a conference session
- Coordinated presentations, introduced AI researchers, and led the Q+A section
- Ensured smooth transitions and productive dialogue

ALL-COLLEGE SYMPOSIUM, Connecticut College — Fall, 2023 & 2024

- Presented my research to my peers and faculty members
- Received meaningful feedback that influenced my work

TECHNICAL SKILLS

Languages = [Rust, Python, Java, JavaScript, Scheme, HTML, C, R, SQL, Bash]
Tools = [PyTorch, NumPy, Pandas Linux, Git, MySQL, Rstudio, Azure, Google Cloud Platform, MongoDB]
Theory = [AI, Machine Learning, Deep Learning, Genetic Algorithms, Neural Networks, Data Structures, Algorithms]

TUCKER NAPIER
San Diego, California | (662) 255-3411 | jtnapier7@gmail.com | LinkedIn Profile-----PROFESSIONAL SUMMARY

Graphic and UX Designer with over 10 years of experience in branding, digital interface design, and visual communication across web, print, and enterprise software. Expertise in translating complex functional requirements into intuitive user experiences and structured design systems. Strong record of collaboration with product and engineering teams to deliver accessible, scalable, and visually consistent platforms.PROFESSIONAL EXPERIENCE

Freelance Graphic Designer
Tucker Napier Design | San Diego, CA
August 2012 – Present

- Provides end-to-end branding, logo design, print design, and web design services to clients across multiple industries.
- Leads design engagements from concept development through final production.
- Develops visual identity systems, marketing collateral, website interfaces, and digital assets aligned with client goals.
- Manages client communication, project timelines, creative direction, and ensures consistency across all deliverables.
- Key activities include: branding and visual identity development, web/digital interface design, print/collateral production, and design system documentation.

Graphic Designer
Lytx, Inc. | San Diego County, CA
April 2019 – May 2022

- Designed digital and print assets for enterprise-level transportation safety technology solutions.
- Collaborated with marketing, product, and engineering teams to produce branded materials, UI components, and campaign assets.
- Contributed to visual system refinement and ensured brand consistency across internal and external communications.
- Key responsibilities included: marketing and product visual design, UI asset production, brand standards application, and cross-functional collaboration.

Graphic Designer
SOCI, Inc. | San Diego, CA
March 2016 – March 2019

- Led branding, content creation, and collateral design efforts for a digital marketing software company.
- Developed campaign graphics, website visuals, presentation materials, and supporting brand documentation.

- Assisted in translating strategic messaging into structured visual formats.
- Key responsibilities included: branding and content design, marketing collateral production, visual content strategy support, and campaign/digital asset development.

Intern
We Are How | Jersey City, NJ
June 2014 – August 2014

- Assisted senior designers with the implementation of firm designs across various projects and mediums.
- Supported layout preparation, production adjustments, and asset refinement for client deliverables.

Counselor
Camp Kivu | Bayfield, CO
May 2013 – July 2013

- Led and mentored students in structured outdoor programming.
- Facilitated group engagement, leadership development, and community-building activities.

TECHNICAL SKILLS

- **Design Software:** Adobe Creative Suite, Figma
- **UX/UI:** User Interface Design, Prototyping and Wireframing, UX Principles, Design Systems Development
- **Brand & Visual:** Brand Development, Visual Identity Systems, Web Design, Print Design, Digital Asset Production

PROFESSIONAL STRENGTHS

- Translating complex workflows into intuitive user experiences.
- Maintaining visual consistency across multi-platform systems.
- Collaborating effectively with engineering and product teams.
- Delivering structured, deadline-driven creative outputs.
- Balancing creativity with usability and compliance requirements.

EDUCATION & CERTIFICATIONS

Mississippi State University
Bachelor of Fine Arts in Graphic Design
2010 – 2015

- Emphasis in Graphic Design | Minor in Philosophy
- GPA: 3.32

Nielsen Norman Group UX Certificate
Issued July 2021 | Credential ID: 1046772

Wilderness First Aid
NOLS-----*REFERENCES: Available upon request*

References & Contact Information for All incite.ag Employees

Nik Jakobs - JBF Investments - 22203 Buell Rd Sterling IL 61081 - 815.590.7650

Joel Downie - Downie & Associates CPA - (815) 625-8800 - 204 W 10th St, Rock Falls, IL 61071

JD Kelly - Clemens Insurance - 2806 E Empire St, Bloomington, IL 61704 - 309-662-2100

Dave Obble - Compeer Financial - 815.632.9631 -207 W 21st St, Rock Falls, IL 61071

Bill Hannigan - Hannigan Law Group PLC - (515) 750-2680 500 E Court Ave Suite 130, Des Moines, IA 50309

February 20, 2026

Re: Incite Agpro, LLC
21950 Ridge Rd.
Sterling, IL 61081

Please allow this letter to serve as reference regarding Sauk Valley Bank's relationship and experience with the above referenced company.

We've worked with the primary on the above referenced entity since September of 2019. The company has had a checking account with the bank since 2023. In that time the account has averaged upper 5 figure to low 6 figure balances. Since opening there have been no issues of overdraft or NSF items nor has there been any return items. The account his considered low risk and has otherwise maintained "good standing" throughout it's history with the bank.

For any additional information, please contact me directly using the information found below.

Joseph K. Stouffer

Chief Lending Officer

jstouffer@saukvalleybank.com

Direct: 815-632-4630

Attachment A
Technical Requirements
Request for Proposal Number 124065 O5

Bidder Name: **Incite AgPro LLC "incite.ag"**

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**
1.1.a	**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: - All applications, databases, and interfaces will be deployed in a virtual network of a preferred Cloud Hyperscaler/Vendor (Azure, GCP, AWS), with strict no-public-endpoint policy, just in time access (JIT), Zero Trust Network Access (ZTNA), RBAC Controls, Keyless Identity Management, all to minimize the attack surface - Applications use horizontal & vertical scaling to handle traffic at scale & usage spikes - All deployed applications have a native managed identity attached to them (e.g. Azure Default Credential) to authorize access to various application dependencies (key vaults, databases, logs, etc.) without the usage of passwords & keys that can leak - incite.ag currently provides state of the art in-house CI scoring & modeling through USDA FD-CIC
	Requirement: Create an intuitive interface where participants can access their CI scores, track payment status, and monitor their historical data.
	Bidder Response: - incite.ag is grower led, experienced & tested in design evolution from live grower user experience feedback, to minimize friction of crop data organization, data sharing, and CI scoring across the spectrum of midwest grower preparedness - We have experience in the integration of 3rd party dashboard visualization tools (Tableau, PowerBI), as well as self-managed custom dashboard visualizations (NodeJS, React) - Users can access read-only/immutable history of completed scores & programs, which will be served by a combination of realtime (write-optimized SQL, no-sql) & archival (read-optimized analytics store) data

	Requirement: Design a backend system capable of storing and organizing large volumes of CI score data, with advanced search, filtering, and reporting capabilities.
	Bidder Response: - incite.ag has processed >1M field acres from unique fields with our existing structure - Realtime crop data modifications are represented in a no-sql database (Cosmosdb, mongodb), allowing for a flexible & extensible schema, reflecting the real world complexity of crop data (dynamic Tillage & Nitrogen profiles) & CI related attributes that don't cleanly fit into a flat tabular SQL structure - No-sql data storage provides hot read/write access to transactional data that is modified frequently & quickly - Data Lake solutions (e.g. Microsoft Fabric) allow mirroring the no-sql data format into a flexible query-engine-agnostic file format capable of near real-time analytics store performance (consider this as an equivalent change feed that listens for transactional data change events, and updates the analytical store accordingly) - Advanced search/query/filtering will be exposed through both (1) Data Tables, and (2) Dashboard Visualizations (custom built or native PowerBI integration)
	Requirement: Integrate a payment system that automates the issuance of incentive payments once a valid CI score has been received, verified, and confirmed.
	Bidder Response: - Self managed payment gateways would require a larger burden of regulatory compliance (PCI DSS, etc.) - Prefer implementation of 3rd party "payment gateway" (Plaid, PayPal Hyperwallet) for low volume, high dollar amount payments (as required by this platform) with a $1-2/transaction fee to offload liability of maintaining critical user banking information - incite.ag has refined Feedstock data capture, audit readiness, and CI score calculation & analysis for several years in preparation of 45Z guidance
	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.
	Bidder Response: - The data models for (1) CI-relevant Crop Data, and (2) CI Scores, should follow industry best practices, preferring open data formats (ADAPT for crop data) - CI & Crop Data definitions will require strict attention to unit definition, as multiple providers have divergent definitions for rates & conversion requirements - Data models will be exposed through API documentation, referenced throughout the process of ASP integration. - REST API will use the OAuth 2.0 authentication flow to provide the ASP authorization (refresh token, access token) to interact with the CI Data Bank on behalf of the producer - OAuth requires the user to complete the "ASP => NDWEE => ID.me" authentication flow to authenticate the ASP - ASPs are required to select a globally unique name for their application - ASPs are assigned an application ID and Secret Key, for usage in authentication to produce access/refresh tokens for usage in the REST API data plane (read/write data) - After registration, ASPs gain access to UAT REST API endpoints for development implementation & testing - Production API endpoints are published for the ASP after successful testing - API Integration example projects will be published publicly to github, demonstrating NodeJS & Python implementation examples for reference to ASPs
1.2	**Data Security and Privacy**
1.2.a	**Requirement:** Implement robust cybersecurity measures to protect sensitive data, including encryption of both in-transit and at-rest data.

	Bidder Response:
	- First line of defense: all applications, databases, application resources are secured within a virtual network (vnet), with no public endpoint exposure
	- Databases & Application Services are exposed in the virtual network via private endpoints / privatelink, as well as service endpoints where supported
	- Applications are assigned managed identities for centralized assignment of RBAC policies on Applications & Databases
	- Developers may apply for just-in-time (JIT) access for temporary elevation of RBAC policies when required. Since all applications and DBs are secured within the vnet, developers may resolve private application endpoints through the VPN gateway with a point to site (P2S) tunnel
	- Encrypted access to on-prem sources can similarly be obtained using the VPN gateway via a site to site (S2S) tunnel
	- Proprietary incite.ag cybersecurity workflows provide multiple layers of encryption for crown-jewel assets (PII) leveraging RSA keys in Key Vaults & AES-GCM
	- Deployment
	  - Code (React, NextJS, Python) & Container (Docker, ACR) Vulnerability Scanning
	  - DAST & SAST Security & Penetration Testing
	- End to End producer & ASPs logging at multiple levels of OSI model
	- All database queries use their storage client SDK supported query parameters to prevent unauthorized access through SQL injection

	Requirement: Ensure data privacy compliance with relevant regulations (e.g., GDPR, CCPA, or applicable federal/state regulations) to protect participants' confidential information.
	Bidder Response: - All vendors & services supporting the application are SOC 2 compliant (AWS/Azure Gov Cloud) - Annual 3rd party cybersecurity and privacy audit performed by InfoSec (CISA/CISM/CISSP) professionals - Applicable federal/state requirements: encryption at rest & in transit, least-privilege access, audit logging, and defined retention/deletion processes for PII & other confidential user data
	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: - Entities/Producers originating from ASPs must complete ID.me authN flow to validate their identity & login to the NDWEE platform - Producers never share their ID.me credentials with NDWEE or the ASP, however ID.me reports the authN status to the NDWEE platform, where we manage their user account metadata, which can be reported back to the ASP, along with their access token - It is the responsibility of the producer to ensure that the crop data they are claiming is accurate, however the NDWEE platform can perform additional land / property ownership verification steps, at the risk of imperfect verification processes for this need, as well as the added producer onboarding friction it may cause
	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). NOTE: Demonstrate expertise in SOC 2, ISO/IEC 27001, and NIST cybersecurity frameworks to ensure a high level of technical scrutiny.
	Bidder Response: - Enrollment of network infrastructure in Microsoft Defender to proactively ensure compliance to relevant cybersecurity frameworks

	- Continuously assess secure configuration, vulnerability exposure, and threat signals - Include posture trends and compliance relevant findings in annual audit - Annual independent audit with InfoSec professionals - Annual cybersecurity audit led by professional holding CISA/CISM/CISSP credentials, producing a formal report covering governance, risk, controls, technical testing results, and prioritized remediation with due dates - Framework-mapped control testing/evidence - Maintain evidence/proof of expertise by mapping platform controls to SOC 2, ISO 27001, and NIST CSF criteria collected by verifiable source, such as policies, configs, logs, tickets - All infrastructure is deployed through code (Infrastructure as Code / IaC) for audit-ability of full scope of infrastructure discovery & configuration
1.3	**Payment Processing Integration**
1.3.a	**Requirement:** Automate incentive payments to participants based on predefined rules and thresholds determined by NDWEE once a valid CI score is confirmed.
	Bidder Response: - CI score validity is confirmed by Incite.ag re-generating the CI score using the codified FD-CIC feedstock CI scoring model, maintained and updated as new model versions are released - Incentive calculation is executed automatically using NDWEE-defined rules/thresholds and program parameters (config-driven, not hard-coded) - If a CI score delta is detected between user-submitted inputs and system regeneration, payment is automatically placed “In Review” and the ASP is alerted for resolution prior to disbursement. Alternatively the ASP can be notified, and payment can be disbursed using the NDWEE defined score
	Requirement: Integrate with banking or payment systems (e.g., ACH, digital wallets, or direct deposit platforms) to facilitate timely and accurate payments to participants.
	Bidder Response: - Integrate with a third-party payout provider (e.g. PayPal Hyperwallet or Plaid) via OAuth 2.0 to support ACH/direct deposit and other supported payout rails - Bank account identity and routing details are handled by the payment provider (tokenized) to minimize Incite.ag’s custody of sensitive banking data to reduce overall attack surface of NDWEE platform - Funds are released from an Incite.ag-controlled escrow/disbursement account through the payment gateway provider’s payout APIs after CI confirmation and rule evaluation - Webhooks/callbacks from the payment gateway provider are ingested to a users account metadata (CosmosDB) to keep payment state synchronized and to support exception handling (returns, rejected deposits, holds)
	Requirement: Track and report payments in real-time, offering participants a clear view of payment status and transaction history.
	Bidder Response: - Store payment and reconciliation metadata in CosmosDB as the platform source of truth for the producer and NDWEE admin UX (amount, program, CI model version, timestamps, status, references) - Frontend Producer Access

	- Payment Flow: Crop Data Confirmation → CI Score Acceptance → Oauth redirection to payment gateway provider for producer authN & bank connection consent → Success callback in NDWEE portal
	- Expose a participant reporting view showing payment history and current status (Queued → Submitted → Processing → Paid / Failed / In Review)
	- When supported by the payment gateway provider, retrieve real-time processing updates via secure API calls using provider-issued tokens (e.g. access/refresh token from initial user driven OAuth flow) and/or webhook-driven updates.
	- Admin reporting
	  - Disbursement batches, exceptions, and audit trails
	  - Who was approved, why were they held, resolution notes, and final settlement outcomes
	  - Filtering/Search/Sort to locate specific producers or status

1.4	**System Validation and Quality Assurance**
1.4.a	**Requirement:** Test the platform thoroughly for functionality, scalability, security, and usability before launch.

	Bidder Response:
	- Live UAT/Dev deployment and testing prior to production release, using mirrored infrastructure (network boundaries, private endpoints, RBAC, identity flows, storage, queues) to ensure test fidelity to production conditions
	- Automated test execution in CI/CD (unit, integration, API tests) with release gating and disaster recovery procedures as part of pre-launch readiness
	- Load and stress testing against critical user journeys
	  - ID.me login, document upload/review, CI score generation with edge cases, reporting queries, payment issuance, and unexpected user behavior handling
	  - Traffic spike scenarios to ensure scaling behavior and resource availability up to expected thresholds
	- Security validation prior to launch including SAST/DAST scans, dependency/container vulnerability scanning, secrets scanning, and pre-release penetration testing for high-risk workflows (e.g. auth, scopes/permissions)
	- A/B User Testing (e.g. route 10% of web traffic to specific deployment replica version to beta test features)

	Requirement: Perform continuous quality assurance (QA) and updates to ensure system stability and performance as usage scales up.
	Bidder Response: - Software Development Lifecycle ensures requirements are well defined before implemented, and well tested before deployed, with subsequent iterations building on user feedback - Unit Testing - Backend (>90% Coverage) - Unit Testing - Frontend (Selenium Automation) - Automated horizontal & vertical scaling of individual microservices (Azure App Service, App Containers) allow apps to independently scale during traffic spikes - Secure update cadence embedded into QA, ensure any open source software is properly approved & free from CVEs to maintain stability while minimizing attack surface
	Requirement: Review and conform to NDWEE's Quality Assurance Project Plan (QAPP) for this project. See Attachment B

	Bidder Response: - Incite.ag has reviewed the NDWEE QAPP and plants to fully conform to its requirements and criteria, specifically in the itemized elements below: - Establish and document a formal Annual Audit of Data Quality workflow aligned to Section C1 of the QAPP, including independent reviewer designation, reproducible CI score regeneration procedures, written audit memoranda, documented corrective action tracking, and escalation reporting to NDWEE PM, QA Manager, and senior leadership. - Enforce model conformity by version-locking CI calculations to the most recent approved FD-CIC release, prohibiting undocumented calculation modifications, maintaining model version metadata with each score, and retaining full calculation traceability to ensure compliance with EPA-approved methodologies and industry standards. - Require structured documentation gates prior to CI confirmation or payment authorization, including signed producer attestations, required supporting evidence uploads, deterministic field validation rules, and automated flags preventing advancement of incomplete or unsubstantiated submissions. - Define and document role-based separation of duties across data submission, CI calculation, administrative review, and QA audit functions, ensuring independent oversight authority is preserved and that all approval, modification, and audit actions are logged and traceable. - Implement controlled data migration procedures, automated calculation validation checks, cross-role review capabilities, immutable audit logs, and policy-driven retention controls meeting or exceeding 10-year recordkeeping requirements outlined in the QAPP.
	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).
	Bidder Response: - Application development planning originates with user requirements, transformed into architectural diagram decisions, and implementation planned through Azure DevOps Agile sprint boards - All applications are deployed as microservices with independent CI/CD pipelines to ensure that planned maintenance can be performed on independent applications without requiring a full monolithic deployment - Allows ownership & deployment of application components to be decoupled to vertically integrated teams, rather than requiring an integration bottleneck - No-SQL (CosmosDB) allows for a dynamic, extensible schema to quickly respond to changes in data and metadata storage requirements that comes with the development of new features - All REST APIs exposed by the platform are versioned, with a policy requirement for deprecation plans to be communicated to ASPs on a strict schedule
1.5	**User Training and Support**
1.5.a	**Requirement:** Develop training materials (e.g., user manuals, video tutorials) to help both participants and third-party service providers navigate the platform.
	Bidder Response: - User manuals & video tutorials are hosted by a low latency content delivery network (e.g. GCP blob storage with load balancer, Azure Front Door) - Videos are optimized for the client device, before storing in the CDN, through ffmpeg to configure frame dimensions, frame frequency, and resolution - Structured onboarding sessions are conducted at program launch with producers, ASPs, and reviewers to align expectations from the start. These sessions walk through real program examples from field data entry through CI confirmation and payment so users understand the full lifecycle before seasonal workload increases. - Live working sessions are available during peak enrollment and submission windows. Instead of relying only on written materials, screen share sessions are used to troubleshoot in real time, resolve friction points, and keep submissions moving without delay.

	- A continuous feedback loop is maintained with NDWEE and program partners. Support trends are reviewed regularly, common pain points are identified, and training materials or workflows are adjusted accordingly so recurring issues are reduced each cycle rather than repeated.
	Requirement: Provide ongoing customer support for technical issues, including troubleshooting and real-time problem resolution.
	Bidder Response: - Inbound customer support can be managed through an automated support ticketing system (via AWS SES e.g. support@ndwee.gov), to ensure that user support queries are centrally managed through a queue, and are assigned to support representatives - Support phone numbers will also be open to assist users, resulting in a support ticket, centralized in the same support ticketing system used for inbound emails
	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.
	Bidder Response: - All channels feed a single ticketing/queue system to ensure consistent triage, assignment, SLAs, and auditability => one source of truth for customer support activity - role-based routing and categorization of the support queue - Participant vs Vendor vs Admin, Identity Verification, CI Scoring, Document Upload, Payment Status, Access Issues - Self-service support center (knowledge base, FAQs, training links) with escalation to create a support ticket - Support metrics and reporting (response time, resolution time, backlog, top issue categories) should be maintained and reviewed to continuously improve platform usability and reduce repeat issues
1.6	**Data Reporting, Analytics, and Evaluation**
1.6.a	**Requirement:** Build robust data reporting features that allow program administrators to track submissions, analyze CI score trends, and generate customized reports.

	Bidder Response:
	- Reporting is implemented as a two-tier system
	  - (1) a write-optimized transactional store for producer/ASP operations (submissions, document review state, CI scoring events)
	  - (2) a read-optimized analytical layer for administrator reporting, trends, and custom aggregations
	- All transactional data i.e. crop data and the resulting ci score are stored in a write-optimized storage medium, to minimize latency for a user to update their data (bottleneck when optimizing the platform for grower throughput), such as CosmosDB/MongoDB
	- Administrative reporting supports configurable filters and drilldowns (program, timeframe, town/county/region, ASP, practice category, review status), exposed through both (a) interactive data tables and (b) dashboard visualizations
	- All reporting views are protected against common data-plane attack vectors by design: parameterized queries only, strict RBAC scopes, least-privilege access patterns, and audited access to sensitive datasets and exports
	- Reports and dashboards are built on governed, schema-contracted datasets so that changes in raw/transactional JSON structures do not silently change report outputs or KPI definitions over time
	  - Allows for flexibility in schema evolutions for crop data, CI metrics, and grant program attributes, without impacting the consumption layer (historical reporting tables & visuals)

	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.

	Bidder Response:
	- Advanced analytics leverages Microsoft Fabric to mirror transactional data into OneLake and produce curated "gold" (i.e. Master Data Record) reporting tables via version-controlled transformations that un-nest JSON into typed, relational structures (Delta Lake transformations that land in Fabric's OneLake)
	- Microsoft Fabric is leveraged to create & manage ETL pipelines that can expose transactional data as read-optimized analytical datastore
	  - Fabric enables transactional data to be mirrored & promoted to tabular/relational structure in near-realtime due to a shared underlying parquet data format
	  - The resulting analytical data store (merely a representation, only a single source of truth/origin) is queryable at scale via SQL, with strict schema constraints & contracts
	- CI trend analytics are calculated with explicit lineage
	  - scoring model version, timestamp, program context / crop data archive
	  - Score aggregations: field → farm → county → statewide CI Score averages / statistical metrics (mean / StdDev / Outliers)
	- Incentive payout totals and payment lifecycle status are reconciled into analytics-grade tables (not started, processing, paid, failed, held/in-review) to support real-time operational oversight and audit-ready financial aggregations/reporting

	Requirement: Integrate data export functionalities for ease of reporting to stakeholders, including the EPA and other regulatory bodies.

	Bidder Response:
	- Excel/CSV exports from both the transactional store (real-time operational views) and the analytical store (near-realtime, governed, read-optimized reporting tables) to ensure stakeholders receive consistent, auditable outputs
	- Exports for reporting purposes may filter by program, timeframe, geography, and practice type
	- Exported datasets include metadata required for auditability
	  - CI model version, calculation & report timestamps, and data source identifiers
	- Exports are to be delivered securely through the NDWEE CI Data Bank platform, with full audit logging of access and downloads to application insights (application managed identity ensures only authorized applications can publish logs)
	  - Producers: RBAC-gated client side downloads
	  - ASPs: secure OAuth 2.0 API-based retrieval automation

	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.
	Bidder Response: - Quarterly reporting will be generated from the governed analytical layer (Fabric/OneLake reporting tables) to ensure consistent definitions and reproducibility across time - Reports will include milestone tracking tied to delivery artifacts (feature releases, security reviews, onboarding improvements), plus participation metrics (enrollment counts, CI scores confirmed, submissions by program, review queue throughput) - Challenges/mitigations will be documented alongside measurable operational indicators (e.g., onboarding drop-off, document rejection reasons, CI delta "In Review" rates, vendor integration issues) to show impact and resolution. - Financial tracking will include incentive disbursement totals, pending/held amounts, exception counts, and budget-to-actual summaries aligned to NDWEE's program accounting structure - Reports can be made available to NDWEE stakeholders through the platform admin dashboard, as well as via direct email

	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.

	Bidder Response:
	- Annual reporting will be produced as a consolidated "system of record" package: year-to-date activity summaries, cumulative financial rollups, and outcome evaluation derived from stable, schema-contracted reporting tables
	- Program effectiveness will be evaluated using longitudinal comparisons of baseline vs post-implementation CI scores and adoption measures, with explicit methodology notes (inclusion criteria, handling of missing data, and confidence caveats)
	  - Spotlight on the delta in CI score for individual farm operations year over year in responsive to the NDWEE platform incentivized payments
	- Financial statements will include cumulative payout totals, payout distribution breakdowns (by program/geography/practice category), reconciled exception handling (reversals, failed payments, holds), and supporting audit trails
	- Environmental outcomes will be presented with traceability to the underlying scoring inputs (crop data) and the scoring model version used for each aggregation period
	  - CI score across regions will be as valuable as consider the evolution of crop management practices & technology used across those regions

	Requirement: Provide detailed environmental outcome data in each report, including: (i) Carbon intensity (CI) reductions (tons of CO_2-equivalent), (ii) Soil health improvements, (iii) Water conservation metrics.
	Bidder Response: - Outcome metrics will be computed from CI scoring outputs and associated crop data captured in the platform, with clear definitions and consistent aggregation logic in the analytical layer - Carbon outcomes will be reported as CI deltas and translated into CO2-equivalent impact where program methodology supports it, including the assumptions and conversion factors used for transparency and audit review - Soil health can be measured primarily by means of considering changes in the following metrics over time crop rotations, yield, N/fertilizer applications, Tillage practices, cover crops, etc. - Water conservation metrics could be predicted based on yield & seasonal rainfall (as a proxy for water conservation) if producer reporting of water usage or grain moisture are unable to be reliably reported - All outcome metrics will include a strict audit trail of what data was used to produce the metrics, in case of future modeling changes or audit requirements
	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.

	Bidder Response:
	- (i) Platform effectiveness will be measured via operational telemetry and user journey analytics, such as timeline metrics for onboarding, CI score confirmation, payment initiating & completion, submission completion rates, review cycle time, and support ticket themes, with quarterly trend reporting
	- (ii) Grant program performance will be tracked using well defined program milestones and evidence requirements, as agreed upon by NDWEE stakeholders & incite.ag, including documented submissions, verification status, reviewer outcomes, to enable consistent evaluation across project types
	- Regenerative/climate-smart practices will be evaluated through
	  - (1) Crop management practices and technology, leading to a quantifiable CI score
	  - (2) Grant Program eligibility & acceptance, which producers will opt into and qualify for on the discretion of NDWEE reviewers. Grant participation of qualitative grant

	attributes can be rolled up into aggregate grant categories for reporting on producer participation & criteria eligibility upon review
	Requirement: Track and report against clear, quantifiable metrics including: (i) Tons of CO_2 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.
	Bidder Response: - Version controlled analytical transformations will be defined through logical abstractions that codified in the analytical database output to consumption layers (dashboard, reporting, exports), such that NDWEE stakeholders have clear input to & understanding of which metrics are reported, and how they're calculated from source to sink, to ensure consistent interpretation across reports and dashboards - Delta of CI scores for regions/counties/towns can be evaluated relative to the same region YoY, other regions, and default CI - The total number of acres with CI scores will be aggregated & reported as a key metric in the NDWEE admin dashboard & quarterly reports, alongside weighted average CI scores at multiple levels of hierarchical aggregation (i.e. Tons of CO_2 reduced or avoided) - Score baselines can be considered a spectrum of comparisons, such as state average, county average, and how those values change each crop season
	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.

	Bidder Response:
	- Centralize reporting in a governed analytics environment (e.g. Microsoft Fabric with OneLake / Delta Tables) backed by immutable audit logs (log analytics / application insights), role based access controls (RBAC), and versioned reporting datasets (in instances of schema modifications)
	- NDWEE Stakeholder dashboards and controlled data-sharing views support least-privilege access (custom scopes defined by JWT auth token in client browser cookies), scoped exports (regional exports, level of granularity includes), and traceable report snapshots for audits and public recordkeeping workflows
	- Audit trail includes data ingestion events, scoring events, submissions, admin review actions, payment issuance, and exports
	  - Audit trail will be sufficiently satisfied through reporting from the analytical data store
	  - The platform is designed to be API driven, such that any user event results in an API event trace, utilizing open telemetry & azure application insights, to provide detailed user session tracing, providing immutable logs reflecting the evidence trail for why the analytical store is in its state, and how that data state has evolved through user interaction
	  - Every event taken by a user is logged, including the non-confidential request headers & body, with the corresponding server logs & ultimate response to the user regarding the result of their action
	  - All logs can be surfaced in near real time to platform & NDWEE admins
	- Importantly, this immense audit trail is not public
	  - Users may only access a constrained subset of their profile in the transactional data store, the minimum of what's sufficient to satisfy their interaction requirements
	  - Developers may gain temporary access to logs for approved reasons
	  - Platform admins may gain access to a subset of in-depth application tracing logs, as well as cross-producer aggregate log-relevant data from the transactional data store (e.g. time of completion, last date of access, etc.)

	Requirement: Align all reports with applicable EPA and NDWEE guidelines and timelines. (i) Ensure proper documentation for audits, evaluations, and public recordkeeping.

	Bidder Response: - Proactively agree upon acceptable reporting formats for audits, evaluations, and public recordkeeping with NDWEE stakeholders - Compilation of reports should be automated, and clearly differentiate mutable vs. immutable attributes of reports to remove ambiguity of a report's implications - Where NDWEE/EPA templates or required fields exist, the export layer will map governed reporting tables to those formats
	Maintenance and Updates
	Requirement: Provide ongoing system maintenance to ensure the platform remains secure, up-to-date, and optimized for performance.

	Bidder Response:
	- CI/CD pipeline standardization across all services (portal, APIs, background jobs) with automated build/test/deploy gates (deployment of development mirrored environment & Azure DevOps Pipelines), versioned releases (github releases), and rollback support
	- Infrastructure as Code (IaC) as the default (networking, private endpoints, RBAC, origination of Key Vault/Secrets, logging, WAF policies, application config & deployment), minimizing manual configuration for repeatability and auditability
	  - Proper documentation should allow an external developer to tear down & rebuild infrastructure using IaC
	- Continuous security maintenance following OWASP best practices
	  - Dependency updates (github scanning), container/base image patching, secrets/cert rotation, and scheduled vulnerability scanning integrated into the pipeline with severity-based remediation SLAs
	  - Proactive usage of keyless authentication wherever possible (e.g. GCP/AWS workload identity federation preferred over IAM key credentials)
	- Performance maintenance through periodic query optimization (based on schema & orchestration changes), caching strategy validation (hit/miss), and capacity planning to ensure responsive UX for CI scoring, document intake, and reporting workflows under peak load
	  - Cutting edge AI integrations are subject to introducing latency when scaling to zero due to relatively high cost of maintaining GPU allocation outside of peak usage hours, thus it is essential to optimize cost based on historical usage patterns

	Requirement: Offer post-launch updates to enhance functionality, fix bugs, and incorporate new features based on user feedback or evolving program requirements.

	Bidder Response:
	- Microservice architecture enables modular feature delivery (CI scoring, identity verification, document review, payments, reporting) with independent deployability and reduced blast radius of changes
	  - Modularity allows vertically integrated teams with faster time to design & deployment, without interfering with architectural plans of other application components
	- Feature delivery uses controlled release strategies to reduce downtime and safely validate new capabilities with NDWEE stakeholders prior to broad rollout, including development releases & A/B testing with a small percentage of application replicas
	- CosmosDB (NoSQL) schema evolution supports incremental expansion of nested agricultural data models while maintaining backward compatibility for phased program adoption and historical record integrity
	  - All database schema changes (transactional & analytical data stores) require thorough review, and are included in each release as a programmatic script to allow for sign-off of actions, and ensure reversibility (following schema change policy)
	- Change Management
	  - User feedback and program stakeholder change requests are inevitable

	- Project managers clearly intake feedback & change requests, which are translated into architectural design by lead technical stakeholder - Once change structure is established, Agile workflow utilizes Azure DevOps boards to define and assign development to the appropriate stakeholders, while ensuring visibility on dependencies & timelines - Formal completion of development activities is traced from Agile tasks, into application changelogs,m and ultimately into application release notes on deployment
	Requirement: Monitor system performance to ensure 99.5% uptime reliability and quick resolution of any issues that arise.

	Bidder Response:
	- End-to-end observability is maintained via centralized metrics (Azure Application Insights), logs, and traces (Open Telemetry tracing standards) across all services (auth flows, scoring pipeline, uploads, payments) with correlation IDs for rapid root-cause analysis
	- Proactive alerting on SLAs is enabled through cloud native features, as well as self-maintained event handling (lambda/function app serverless functions)
	  - Service availability, latency, error rate, queue depth (grant review, support ticketing), network latency time, file upload failures, payment webhook failures, and database throttling
	- High availability design patterns are prioritized in system architecture
	  - multi-instance stateless services (e.g. lambda serverless functions), application & database autoscaling, queues for long running processes (with retries, deadlettering, and alerts), and database continuity to tolerate regional outages (consider recent Azure/AWS outages impacting over a quarter of US web traffic)
	  - Applications include Health endpoints that are automatically monitored for application availability, and produce alerts in case of outages

2 – PI & CI GRANTS DIGITAL INTERFACE TECHNICAL REQUIREMENT RESPONSES	
2.1	**Interface Design and Development**
2.1.a	**Requirement:** Develop a secure, scalable, and user-friendly digital platform that allows participants or approved third-party vendors to upload cropping data.
	Bidder Response: - Full system deployed in a private network boundary (vnet) in Microsoft Azure Government if required, or commercial regions under state-approved controls, enforcing private connectivity (no public endpoints for data-plane services), private DNS resolution, and least-privilege access for developers & application end users alike - Producers authenticate via ID.me and may enter cropping data directly in the portal, whereas ASPs submit crop data via NDWEE REST APIs using OAuth 2.0 delegated authorization tied to a specific user and explicit scopes - ASPs are issued application id & key for UAT & prod API usage, subject to gated activation by NDWEE platform admins - Crop data is captured per field, where fields are defined by geospatial location and acreage - field-level CI scores roll up to a weighted average farm operation level CI using acre-weighted aggregation logic

	- File uploads (CSV/Excel/PDF) are supported for ownership/supporting documentation intake (e.g. FSA 578 / Schedule F), while cropping data submissions from ASPs are required to be structured JSON matching NDWEE's canonical crop data schema and validation rules - All data ingestion paths enforce deterministic schema validation (required fields like location, acres, yield), unit enforcement, conservative defaults for other CI-relevant attributes (e.g., cover crop/tillage), and anomaly flags for improbable or conflicting claims
2	**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.
	Bidder Response: - ASP workflow includes a "Share with NDWEE" consent action that redirects the participant through NDWEE authentication (OAuth 2.0 auth flow) and returns an ASP-scoped delegated access & refresh token permitting only user-authorized actions (e.g. upload crop/management data, submit program opt-ins, view limited statuses such as payments) - Precision/regenerative ag program applications submitted via API or portal are represented as first-class objects (program opt-in, required evidence, verification state, timestamps, reviewer actions), enabling consistent tracking and audit trails across producer and ASP submitted flows - NDWEE grant management interaction is supported end-to-end through the platform frontend/client UI & controlled API interfaces - Platform produces structured exports and to support file export/manual entry pathways while preserving idempotency and traceability - ASPs cannot configure payout parameters or release funds, and payment orchestration remains restricted to explicit human confirmation gates where required
2	**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.
	Bidder Response: - USDA FD-CIC Scenario Modeling calculators were white labeled by incite.ag in late 2024 https://45zfieldestimator.incite.ag/ - Similarly, Fuel CI Calculators are built with the same categorical emissions breakdown based on deconstructed 45Z-CF GREET, validated by industry leading life cycle analysis experts - Producers can aggregate multiple field scenarios into an operation-level weighted score for bulk planning - Users may load in their historical CI Data Bank crop data to quickly build scenarios off of their current management practices - Scenario results are clearly labeled as unconfirmed and separated from verified/paid crop year records, ensuring projections never overwrite or blur the audit-ready record of confirmed/paid scores - The modeling surface is extensible so NDWEE can introduce new program levers, new CI-relevant attributes, and revised calculation logic without breaking prior saved scenarios or historical comparisons
2	**Requirement**: Create an intuitive interface where farmers can access their cropping data, track payment status, and monitor their historical data.
	Bidder Response: - Producer's UI presents multi- crop year data with drilldowns by per field practices/inputs, attachments, submission history, flags/review status, payment status, and resulting CI outputs with rollups to farm operation level metrics - Crop year immutability is enforced post-payment. Once a crop year's score/payment is confirmed, underlying field data for that crop year becomes read-only to preserve program integrity and auditability, while subsequent crop years remain editable as they become available/enabled by NDWEE

	- Payment status is visible as a lifecycle state machine (queued → in review → processing → paid/failed/returned) with contextual explanations for holds (CI delta discrepancy, risk flags, ownership verification issues) and an immutable transaction history view for producers & admins - User experience is tuned for seasonal usage peaks (guided flows, progressive disclosure, template-assisted intake, resilient uploads, and fast "resume where I left off" navigation) - incite.ag grower onboarding experience represents an advanced guided flow
2	**Requirement**: Design a backend system capable of storing and organizing large volumes of cropping data, with advanced search, filtering, and reporting capabilities.
	Bidder Response: - Transactional crop data is stored in Azure Cosmos DB using a nested/JSON-friendly schema to represent field geometry, dynamic operations (tillage/nitrogen profiles), evidence artifacts, and provenance - A governed analytical mirror is maintained in Microsoft Fabric / OneLake using curated Delta tables that flatten and type nested attributes into stable relational views for fast cross-partition aggregation, search, filtering, dashboards, and regulatory exports - Advanced querying supports dimensions such as county, crop year, program type, ASP, practice type, equipment use, and additional CI-relevant factors already defined and deployed at scale in the Incite.ag Grower Portal domain model - Anomaly detection and rule-based flags (duplicate/overlapping field locations, improbable yields/acreages, inconsistent practice claims, ownership/document mismatches) trigger automated payment holds and human-in-the-loop (HITL) escalation when needed
2	**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.

	Bidder Response:
	- Payment eligibility is triggered only after crop data & ownership evidence reach a verified/confirmed status through automated parsing of required ownership documentation (FSA 578 / Schedule F) and escalation to human review when automation confidence is insufficient
	- Payout execution is performed through a third party (3p) payment gateway provider (ACH/direct deposit), using PayPal Hyperwallet or Plaid to securely authenticate to and collect producer bank details, eliminating the burden for the NDWEE platform to maintain custody of sensitive banking information, and the elevation of compliance risk that comes with it
	- Payment metadata and state transitions are stored in CosmosDB as the UX source of truth, mirrored into Fabric/OneLake for analytics-grade financial rollups and audit-ready reporting exposed at the consumption layer (exports, dashboard, KPIs)
	- Automated payment holds are enforced for a variety of circumstances when triggered by fraud detection measures
	  - CI score delta validation failures, identity risk flags (allow producer progression through UX up until payment completion), and crop data/ownership fraud signals
	  - Alerts raise the holds to NDWEE human reviewers through an Event Bus / Queue, with a recommended resolution workflow, as documented for the specific hold reason

2	**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.

	Bidder Response:
	- A set of priority ASPs will be onboarded during NDWEE platform beta release, to ensure industry collaboration before scaling and finalizing data models & API methodology
	- ASP onboarding includes registration/approval, unique application identity, enforced redirect URIs, environment separation (UAT vs production), and strict scope policies restricting actions to the individual participant who granted consent
	- API contracts are published as versioned OpenAPI + JSON schema definitions with deterministic validation errors and a clear deprecation policy (standard practice across FMS provider API integrations)
	- Canonical schema prefers ADAPT-compatible semantics while extending to required CI-relevant attributes under NDWEE governance, with inspiration from MaCOnto
	- Each ingestion event records provenance (ASP app ID, participant ID, timestamps, field identifiers, source method, and transformation/version metadata) via Azure Application Insights via open telemetry tracing protocols, to support audit trails, producer payment dispute resolution, and fraud detection
	- DevOps
	  - Developer operations access is managed through Microsoft Entra ID tenant RBAC
	  - Infrastructure and security controls are deployed via IaC to ensure repeatability, drift detection, and auditability across the full system lifecycle

2.2	**Data Security and Privacy**
2.2.a	**Requirement:** Implement robust cybersecurity measures to protect sensitive data, including encryption of both in-transit and at-rest data.

	Bidder Response:
	- Full platform deployed inside Microsoft Azure Government virtual network boundaries with a no-public-endpoint posture for data-plane services; access is brokered through private endpoints/private link, private DNS resolution, and controlled ingress (WAF / reverse proxy) to minimize exposed attack surface
	- Encryption in transit is enforced end-to-end using TLS 1.2+ (prefer TLS 1.3 where supported) for all client → edge → service and service → service traffic, including internal calls across microservices and data dependencies
	- Encryption at rest is enabled for all persistence layers (CosmosDB, Blob/object storage for unstructured documents, queueing, backups) using cloud native encryption controls
	  - crown-jewel fields (PII, identity artifacts, payment related tokens, ownership documents) receive additional application-layer envelope encryption where required (AES-GCM encryption coupled with Azure Key Vault RSA Key, incite.ag proprietary encryption flow)
	- Centralized key management is implemented via cloud key vault (HSM-backed where required), with automated certificate rotation, secret rotation policies, key versioning, and strict RBAC on key usage (keyless/managed identity access patterns)
	- Security maintenance is operationalized through CI/CD
	  - container/base image scanning, dependency vulnerability scanning, SAST/DAST, secrets scanning, and configuration drift detection
	  - all findings are tracked with severity and remediation verification before deployment/promotion to production

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

2	**Bidder Response:** - Privacy by design controls are implemented for producer PII and confidential document uploads, such as industry standard identification verification (ID.me widely used across confidential government systems for civilian access), data minimization / explicit collection purpose, least privilege RBAC, and strict separation of producer, ASP, and administrator access scopes - Explicit retention and deletion workflows are defined per data class (identity verification artifacts, ownership documents, crop-year submissions, payment metadata), supporting NDWEE public recordkeeping constraints while ensuring confidential information is not retained beyond policy need - All vendors and critical services supporting the platform are SOC 2 aligned, with preference for government cloud hosting (Azure Gov / AWS GovCloud) or state-approved commercial regions with equivalent control implementation and evidence - Privacy and security are validated annually by independent 3rd party InfoSec professionals (CISA/CISM/CISSP credentials) - audit artifacts include access reviews, logging evidence, data flow documentation, incident response procedures, and verification of encryption and deletion controls
2	**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.

	Bidder Response:
	- ASP integrations are gated by an NDWEE approval workflow:
	  - (1) Potential ASPs pass a qualitative gating process requiring use case review and moderate diligence performed by NDWEE review team
	  - (2) On approval, ASP registers a globally unique application identity, and is issued credentials (client_id, client_secret), and ASP Application restriction enforced by defining explicit ASP redirect URIs (e.g. example-client.com/NDWEE/callback)
	  - (3) Environment separation (UAT vs production) and scope-limited authorization policies are implemented, requiring the ASP to submit proof of API testing & timestamps prior to NDWEE enabling their application in production
	- ASP API access uses delegated OAuth 2.0 tied to an individual producer's explicit consent
	  - scopes restrict ASPs to producer-authorized actions only (field level crop data uploads, program submissions, limited status reads e.g. payment status), preventing broad or administrative access patterns that could bypass the will of producers
	- Strong data integrity controls are enforced at ingestion, such as schema validation against NDWEE API specification, unit enforcement, required-field constraints (location/geometry, acres, yield), and anomaly detection flags for improbable yields, conflicting field geometries, duplicated locations, or inconsistent claims
	- Data provenance and auditability are first-class
	  - each write event is tagged with ASP app ID, producer identity linkage, timestamps, field identifiers, and validation outcomes, enabling automated fraud/risk scoring and human escalation (HITL) when thresholds are exceeded

2	**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). NOTE: Demonstrate expertise in SOC 2, ISO/IEC 27001, and NIST cybersecurity frameworks to ensure a high level of technical scrutiny.
	Bidder Response: - Annual independent cybersecurity and privacy audit is performed by a 3rd party team including professions certified in CISA/CISM/CISSP, producing a formal report covering governance, risk, control effectiveness, technical testing results, and prioritized remediation with due dates and retest validation

	- Controls are explicitly mapped and evidenced across SOC 2, ISO/IEC 27001, and NIST (CSF), with an auditable linkage of framework defined controls to verifiable (and immutable when required) platform generated artifacts (IAM policies, JWT claims, configurations, application logs, support tickets, access & change reviews, scan reports) - Continuous compliance posture is maintained by enrolling infrastructure and workloads in Microsoft Defender to monitor network/application configuration at all levels of the OSI model, vulnerability exposure, and threat signals, with posture trends and compliance related findings incorporated into the annual audit package - All infrastructure is deployed through Infrastructure as Code (IaC) to enable complete scope discovery, reproducible environments, configuration drift detection, and auditability of mission-critical settings (network segmentation / NSGs, private endpoints, RBAC, encryption, logging, and alert configs)
2.3	**Payment Processing Integration**
2.3.a	**Requirement:** Automate incentive payments to participants based on predefined rules and thresholds once a valid cropping data is confirmed.
	Bidder Response: - Automated CI score review via NDWEE approved USDA FD-CIC (latest model releases) - Payments dynamically calculated via NDWEE rules - Crop data is entered at the discretion and liability of the producer, and may be subject to audit if platform data validation operations flag a producer's submission as potentially incorrect or fraudulent - Property ownership verification can be conducted using several sources (Equifax, OnX, Acres, Land.id) to fraud through multiple producers claiming the same land, however 3rd party systems are never as accurate as county deed registries and special deed records (quitclaim), which again leads to importance of sporadic audit requirements - Written and executed leases between land-owning entity and crop-producing tenant to be leveraged as needed to overcome control disputes - IRS Schedule F's and FSA 578 Forms to be utilized as proof of production and entity matching between prospective crop producer and declared incentive recipient - Declaration and attestation affirming the ownership and/or control of a crop-producing property will be included and implemented into data policy term and attestation sign-offs as needed
2	**Requirement**: Integrate with banking or payment systems (e.g., ACH, digital wallets, or direct deposit platforms) to facilitate timely and accurate payments to participants.
	Bidder Response: - Funding disbursement will leverage a state compliant industry standard 3rd party vendor (e.g. PayPal Hyperwallet), allowing the producer to share banking details with the NDWEE platform, without putting the burden on NDWEE's platform to manage and safeguard the banking data
2	**Requirement**: Track and report payments in real-time, offering participants a clear view of payment status and transaction history.
	Bidder Response: - Source of truth for report payments are maintained in transactional database (OLTP), supporting high concurrency ACID transactions - All producers will view their metrics the transactional data score, due to real time requirements for users to update their data in the case of user errors - Payment / monetary transaction history is immutable to prevent fraud - Crop data becomes immutable once confirmed by a producer, as well as the CI score produced by it

	- NDWEE admin reporting data originates from the same underlying data structure, however is surfaced in a read-only optimized format to maximize data throughout & aggregation operation performance
2.4	**System Validation and Quality Assurance**
2.4.a	**Requirement:** Test the platform thoroughly for functionality, scalability, security, and usability before launch. **Bidder Response**: - Live UAT/Dev deployment and testing prior to production release, using mirrored infrastructure (network boundaries, private endpoints, RBAC, identity flows, storage, queues) to ensure test fidelity to production conditions - Automated test execution in CI/CD (unit, integration, API tests) with release gating and disaster recovery procedures as part of pre-launch readiness - Load and stress testing against critical user journeys - ID.me login, document upload/review, CI score generation with edge cases, reporting queries, payment issuance, and unexpected user behavior handling - Traffic spike scenarios to ensure scaling behavior and resource availability up to expected thresholds - Security validation prior to launch including SAST/DAST scans, dependency/container vulnerability scanning, secrets scanning, and pre-release penetration testing for high-risk workflows (e.g. auth, scopes/permissions) - A/B User Testing (e.g. route 10% of web traffic to specific deployment replica version to beta test features)
2	**Requirement**: Perform continuous quality assurance (QA) and updates to ensure system stability and performance as usage scales up. **Bidder Response:** - Software Development Lifecycle ensures requirements are well defined before implemented, and well tested before deployed, with subsequent iterations building on user feedback - Unit Testing - Backend (>90% Coverage) - Unit Testing - Frontend (Selenium Automation) - Automated horizontal & vertical scaling of individual microservices (Azure App Service, App Containers) allow apps to independently scale during traffic spikes - Secure update cadence embedded into QA, ensure any open source software is properly approved & free from CVEs to maintain stability while minimizing attack surface
2	**Requirement**: Review and conform to NDWEE's Quality Assurance Project Plan (QAPP) for this project. See Attachment B **Bidder Response:** - Incite.ag has reviewed the NDWEE QAPP and plants to fully conform to its requirements and criteria, specifically in the itemized elements below: - Establish and document a formal Annual Audit of Data Quality workflow aligned to Section C1 of the QAPP, including independent reviewer designation, reproducible CI score regeneration procedures, written audit memoranda, documented corrective action tracking, and escalation reporting to NDWEE PM, QA Manager, and senior leadership. - Enforce model conformity by version-locking CI calculations to the most recent approved FD-CIC release, prohibiting undocumented calculation modifications, maintaining model version metadata with each score, and retaining full calculation traceability to ensure compliance with EPA-approved methodologies and industry standards. - Require structured documentation gates prior to CI confirmation or payment authorization, including signed producer attestations, required supporting evidence uploads, deterministic field validation rules, and automated flags preventing advancement of incomplete or unsubstantiated submissions.

	- Define and document role-based separation of duties across data submission, CI calculation, administrative review, and QA audit functions, ensuring independent oversight authority is preserved and that all approval, modification, and audit actions are logged and traceable. - Implement controlled data migration procedures, automated calculation validation checks, cross-role review capabilities, immutable audit logs, and policy-driven retention controls meeting or exceeding 10-year recordkeeping requirements outlined in the QAPP.
2	**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). **Bidder Response:** - Application development planning originates with user requirements, transformed into architectural diagram decisions, and implementation planned through Azure DevOps Agile sprint boards - All applications are deployed as microservices with independent CI/CD pipelines to ensure that planned maintenance can be performed on independent applications without requiring a full monolithic deployment - Allows ownership & deployment of application components to be decoupled to vertically integrated teams, rather than requiring an integration bottleneck - No-SQL (CosmosDB) allows for a dynamic, extensible schema to quickly respond to changes in data and metadata storage requirements that comes with the development of new features - All REST APIs exposed by the platform are versioned, with a policy requirement for deprecation plans to be communicated to ASPs on a strict schedule
2.5	**User Training and Support**
2.5.a	**Requirement:** Develop training materials (e.g., user manuals, video tutorials) to help both participants and third-party service providers navigate the platform. **Bidder Response**: - User manuals & video tutorials are hosted by a low latency content delivery network (e.g. GCP blob storage with load balancer, Azure Front Door) - Videos are optimized for the client device, before storing in the CDN, through ffmpeg to configure frame dimensions, frame frequency, and resolution
2	**Requirement**: Provide ongoing customer support for technical issues, including troubleshooting and real-time problem resolution. **Bidder Response:** - Inbound customer support can be managed through an automated support ticketing system (via AWS SES e.g. support@ndwee.gov), to ensure that user support queries are centrally managed through a queue, and are assigned to support representatives - Support phone numbers will also be open to assist users, resulting in a support ticket, centralized in the same support ticketing system used for inbound emails - A dedicated support email and direct phone line will be maintained for the NDWEE platform, both continuously monitored and tied into the centralized ticketing system to ensure no inquiry is lost or unmanaged. - Business hours will be clearly defined and communicated, during which responses will be provided in real time where possible, or within a defined same-day response window for all technical issues and user questions. - On-call technical resources will be available to address high-priority system issues, submission blockers, payment-related concerns, or platform outages to minimize disruption during active enrollment or reporting periods. - Critical incidents impacting CI submission, payment processing, or platform access will trigger immediate internal escalation and coordinated resolution efforts until the issue is resolved.

	- All support interactions are logged, timestamped, and categorized to ensure accountability, visibility to NDWEE administrators, and continuous improvement of response times and platform stability.
2	**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.
	Bidder Response: - All channels feed a single ticketing/queue system to ensure consistent triage, assignment, SLAs, and auditability => one source of truth for customer support activity - role-based routing and categorization of the support queue - Participant vs Vendor vs Admin, Identity Verification, CI Scoring, Document Upload, Payment Status, Access Issues - Self-service support center (knowledge base, FAQs, training links) with escalation to create a support ticket - Support metrics and reporting (response time, resolution time, backlog, top issue categories) should be maintained and reviewed to continuously improve platform usability and reduce repeat issues
2.6	**Data Reporting, Analytics, and Evaluation**
2.6.a	**Requirement:** Build robust data reporting features that allow program administrators to track submissions, analyze cropping trends, and generate customized reports.

	Bidder Response:
	- Reporting is implemented as a two-tier system
	  - (1) a write-optimized transactional store for producer/ASP operations (submissions, document review state, CI scoring events)
	  - (2) a read-optimized analytical layer for administrator reporting, trends, and custom aggregations
	- All transactional data i.e. crop data and the resulting ci score are stored in a write-optimized storage medium, to minimize latency for a user to update their data (bottleneck when optimizing the platform for grower throughput), such as CosmosDB (Azure managed MongoDB)
	- Administrative reporting supports configurable filters and drilldowns (program, timeframe, town/county/region, ASP, practice category, review status), exposed through both (a) interactive data tables and (b) dashboard visualizations
	- All reporting views are protected against common data-plane attack vectors by design: parameterized queries only, strict RBAC scopes, least-privilege access patterns, and audited access to sensitive datasets and exports
	- Reports and dashboards are built on governed, schema-contracted datasets so that changes in raw/transactional JSON structures do not silently change report outputs or KPI definitions over time
	  - Allows for flexibility in schema evolutions for crop data, CI metrics, and grant program attributes, without impacting the consumption layer (historical reporting tables & visuals)

2	**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.
	Bidder Response: - Advanced analytics leverages Microsoft Fabric to mirror transactional data into OneLake and produce curated “gold” (i.e. Master Data Record) reporting tables via version-controlled transformations that un-nest JSON into typed, relational structures (Delta Lake transformations that land in Fabric’s OneLake)

	- Microsoft Fabric is leveraged to create & manage ETL pipelines that can expose transactional data as read-optimized analytical datastore
	  - Fabric enables transactional data to be mirrored & promoted to tabular/relational structure in near-realtime due to a shared underlying parquet data format
	  - The resulting analytical data store (merely a representation, only a single source of truth/origin) is queryable at scale via SQL, with strict schema constraints & contracts
	- CI trend analytics are calculated with explicit lineage
	  - scoring model version, timestamp, program context / crop data archive
	  - Score aggregations: field → farm → county → statewide CI Score averages / statistical metrics (mean / StdDev / Outliers)
	- Incentive payout totals and payment lifecycle status are reconciled into analytics-grade tables (not started, processing, paid, failed, held/in-review) to support real-time operational oversight and audit-ready financial aggregations/reporting

2	**Requirement**: Integrate data export functionalities for ease of reporting to stakeholders, including the EPA and other regulatory bodies.

	Bidder Response:
	- Excel/CSV exports from both the transactional store (real-time operational views) and the analytical store (near-realtime, governed, read-optimized reporting tables) to ensure stakeholders receive consistent, auditable outputs
	- Exports for reporting purposes may filter by program, timeframe, geography, and practice type
	- Exported datasets include metadata required for auditability
	  - CI model version, calculation & report timestamps, and data source identifiers
	- Exports are to be delivered securely through the NDWEE CI Data Bank platform, with full audit logging of access and downloads to application insights (application managed identity ensures only authorized applications can publish logs)
	  - Producers: RBAC-gated client side downloads
	  - ASPs: secure OAuth 2.0 API-based retrieval automation

2	**Requirement**: Ensure open and auditable documentation of all program activities, financials, and outcomes

	Bidder Response:
	- Centralize reporting in a governed analytics environment (e.g. Microsoft Fabric with OneLake / Delta Tables) backed by immutable audit logs (log analytics / application insights), role based access controls (RBAC), and versioned reporting datasets (in instances of schema modifications)
	- NDWEE Stakeholder dashboards and controlled data-sharing views support least-privilege access (custom scopes defined by JWT auth token in client browser cookies), scoped exports (regional exports, level of granularity includes), and traceable report snapshots for audits and public recordkeeping workflows
	- Audit trail includes data ingestion events, scoring events, submissions, admin review actions, payment issuance, and exports
	  - Audit trail will be sufficiently satisfied through reporting from the analytical data store
	  - The platform is designed to be API driven, such that any user event results in an API event trace, utilizing open telemetry & azure application insights, to provide detailed user session tracing, providing immutable logs reflecting the evidence trail for why the analytical store is in its state, and how that data state has evolved through user interaction
	  - Every event taken by a user is logged, including the non-confidential request headers & body, with the corresponding server logs & ultimate response to the user regarding the result of their action
	  - All logs can be surfaced in near real time to platform & NDWEE admins

	- Importantly, this immense audit trail is not public
	  - Users may only access a constrained subset of their profile in the transactional data store, the minimum of what's sufficient to satisfy their interaction requirements
	  - Developers may gain temporary access to logs for approved reasons
	  - Platform admins may gain access to a subset of in-depth application tracing logs, as well as cross-producer aggregate log-relevant data from the transactional data store (e.g. time of completion, last date of access, etc.)

2	**Requirement**: Maintain a centralized reporting system or dashboard that supports data sharing with EPA, NDWEE, and other stakeholders.

	Bidder Response:
	- Centralize reporting in a governed analytics environment (e.g. Microsoft Fabric with OneLake / Delta Tables) backed by immutable audit logs (log analytics / application insights), role based access controls (RBAC), and versioned reporting datasets (in instances of schema modifications)
	- NDWEE Stakeholder dashboards and controlled data-sharing views support least-privilege access (custom scopes defined by JWT auth token in client browser cookies), scoped exports (regional exports, level of granularity includes), and traceable report snapshots for audits and public recordkeeping workflows
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	  - All logs can be surfaced in near real time to platform & NDWEE admins
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	  - Developers may gain temporary access to logs for approved reasons
	  - Platform admins may gain access to a subset of in-depth application tracing logs, as well as cross-producer aggregate log-relevant data from the transactional data store (e.g. time of completion, last date of access, etc.)

2	**Requirement**: Align all reports with applicable EPA and NDWEE guidelines and timelines. Ensure proper documentation for audits, evaluations, and public recordkeeping.
	Bidder Response: - Proactively agree upon acceptable reporting formats for audits, evaluations, and public recordkeeping with NDWEE stakeholders - Compilation of reports should be automated, and clearly differentiate mutable vs. immutable attributes of reports to remove ambiguity of a report's implications - Where NDWEE/EPA templates or required fields exist, the export layer will map governed reporting tables to those formats

2	**Maintenance and Updates**

2	**Requirement**: Provide ongoing system maintenance to ensure the platform remains secure, up-to-date, and optimized for performance.
	Bidder Response:
	- Security Policy dictates the frequency and scope of ongoing cybersecurity scanning, and SLA for releasing patched code / cloud resources
	- DAST & SAST Security & Penetration Testing
	- DAST
	  - Regular dynamic testing against deployed environments
	  - Automated unit tests validate unauthorized access is appropriately blocked and flagged through logging
	- SAST
	  - Continuous static analysis of the code repository (secrets scanning, dependency/CVE checks) integrated into Azure DevOps CI/CD with fail gates for critical findings
	  - Npm (js), poetry (python), and docker (container base image) provide code scanning locally as well as automated scanning through github with alerts
	- Pen Testing
	  - Major application updates, or updates to critical systems, can warrant internal & external penetration testing to validate attack surface security findings
	- Automated system monitoring & alerts allow the technical support team to uncover and investigate potential application issues before customers report them

2	**Requirement**: Offer post-launch updates to enhance functionality, fix bugs, and incorporate new features based on user feedback or evolving program requirements. **Bidder Response:** - All code changes require a git pull request (PR) with sign-off by the technical lead before merging to the main branch & deploying to production - All code & cloud infrastructure changes must be thoroughly logged in developer-facing changelogs, describing an abstracted summary of net-new features, deprecations, modifications - code without changelogs are rejected - Changelogs can be further abstracted to provide visibility to business stakeholders - A quota of “out of scope” Post-Launch update requests are allotted to account for essential application components omitted from initial designs - User feedback is to be collected, consolidated, reviewed, and prioritized by NDWEE stakeholders and the incite.ag business & technical project leads
2	**Requirement:** Monitor system performance to ensure 99.5% uptime reliability and quick resolution of any issues that arise. **Bidder Response:** - All cloud resource providers provide SLAs for 5 9s of reliability (99.999% uptime) to provide a high availability - Premium/enhanced availability can be optimized through redundancy of instance deployment - Load balancing ensures users are directed to the healthiest instances, and performs auto-scaling of instances if memory/cpu limits are above a threshold

3 – PROGRAM SUPPORT TECHNICAL REQUIREMENT RESPONSES	
3.1	**Program Support**
3.1.a	**Requirement:** Coordinate and prepare program materials, meetings, and engagement sessions associated with Deliverables 1 and 2.
	Bidder Response: - Establish a defined communication cadence with NDWEE including weekly or bi-weekly status meetings during active development and implementation phases, covering progress against milestones, risks, dependencies, budget alignment, and upcoming deliverables. - Provide NDWEE administrators with direct visibility into project tracking tools (Agile boards, sprint backlogs, milestone trackers) to ensure transparency into development progress, task ownership, and delivery timelines. - Conduct monthly operational reviews and quarterly executive-level meetings to review program performance metrics, enrollment progress, CI score activity, grant disbursements, risk posture, and strategic adjustments. - Deliver structured written status summaries aligned to RFP reporting requirements, documenting accomplishments, blockers, mitigation steps, and schedule impacts. - Maintain open communication channels for ad hoc discussions as needed, including rapid coordination calls during policy shifts, technical decisions, grant adjustments, or time-sensitive operational matters. - Coordinate and prepare all required program materials, stakeholder presentations, governing body briefings, and engagement sessions associated with Deliverables 1 and 2, ensuring documentation is clear, organized, and aligned with NDWEE objectives.
3	**Requirement**: Develop and manage program action list to ensure all efforts and initiatives are completed in a timely manner.
	Bidder Response: - Design, Development, Implementation, and Testing activities are to be tracked using Agile methodology, to ensure that development dependencies & timelines are centrally considered when prioritizing development activities & resources - In the case of delays in initiatives that are out of the control of incite.ag (e.g. change orders / lack of alignment by project stakeholders), advance notice will be given regarding changes in deliverable schedules
3	**Requirement**: Conduct research to inform and advance concepts in relation to carbon intensity calculation and market opportunities.
	Bidder Response: - incite.ag internally employs multiple full time resources to accomplish this very task - Knowledge transfer sessions, application changes - incite.ag maintains active research and commercial engagement across federal and state CI programs, continuously evaluating regulatory updates, GREET model revisions, feedstock methodologies, and emerging low-carbon fuel market mechanisms to ensure platform logic reflects current compliance and revenue realities. - Core commercial focus is delivering purpose-built software to biofuel producers that scores carbon intensity across their supply chain and positions them to capture every available CI credit, translating evolving policy and market signals into operational tools that drive measurable financial outcomes. - Ongoing collaboration with ethanol producers, grain aggregation & supply networks, and program stakeholders informs iterative platform updates, scenario modeling capabilities, and reporting enhancements that advance practical CI implementation beyond theoretical research.

3.1d	**Requirement:** Facilitate meetings and calls with NDWEE as needed to ensure project success. **Bidder Response**: - Facilitate weekly or bi-weekly coordination meetings with NDWEE during active development, enrollment, and reporting periods to review milestones, risks, open issues, and upcoming deliverables. - Prepare structured agendas, circulate pre-read materials when appropriate, and document meeting outcomes including decisions, action items, and responsible parties to ensure accountability and forward progress. - Make subject matter experts available for working sessions, technical walkthroughs, policy discussions, and live platform demonstrations as needed to support informed decision-making. - Provide rapid coordination calls for time-sensitive matters including system updates, grant adjustments, regulatory changes, or production-impacting issues. - Maintain open lines of communication between scheduled meetings to ensure NDWEE leadership and program staff have direct access to project leads for clarification, escalation, or strategic alignment discussions.
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 **Bidder Response**: - Establish a defined coordination cadence with NDWEE and relevant stakeholders including producers, NRDs, contractors, and third-party service providers as appropriate to Deliverables 1 and 2, with weekly or bi-weekly working sessions during active implementation phases. - Support NDWEE in preparing and facilitating cross-party meetings to align expectations on data requirements, CI methodology application, enrollment workflows, documentation standards, and payment processes. - Provide structured written summaries following multi-party meetings documenting decisions, open items, role assignments, and timeline impacts to ensure consistent understanding across agencies and participants. - Serve as a technical liaison during discussions involving CI scoring logic, FD-CIC application, geospatial boundary requirements, and supporting documentation standards to ensure program consistency and defensible implementation. - Maintain open lines of communication between scheduled meetings to address ad hoc coordination needs, stakeholder questions, data submission issues, or implementation barriers that may arise across producers, NRDs, and contracted entities. - Assist NDWEE in preparing stakeholder-facing materials, guidance documents, and presentation content to ensure consistent messaging and operational clarity across all participating entities.
3.3	**Sub-Contracting Management**
3.3	**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: - Established subcontractor relationships with organizations where prior collaboration and delivery experience exists, including Beyond Agribusiness, Christianson CPA, and Verdova, ensuring alignment, defined scopes of work, and efficient execution. - incite.ag will retain full responsibility for subcontractor oversight, scope management, performance monitoring, and deliverable integration, with NDWEE consultation prior to execution of any subcontract requiring ONE RED funds - in accordance to Solicitation requirements and constraints. - Maintain a pre-established deep bench of experienced agricultural, CI modeling, compliance, audit, and enterprise software professionals and partner organizations that can be engaged as needed to support program scale, technical rigor, and operational continuity. - Leverage extensive experience structuring and managing collaborative engagements across ethanol producers, grower networks, accounting firms, and technical vendors, with defined contracts, clear accountability frameworks, and disciplined project governance to ensure enterprise-level execution and timely delivery.
3.4	**Data Security Management**
3.4	**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).

	Bidder Response:
	- Application maintainers can only gain temporary access to production resources through a “just in time” request to project admins to accomplish explicitly defined requirements
	- Producers are restricted to accessing their own data
	- ASPs are only authorized to access individual producer data with an active OAuth 2.0 access token issued by the CI Data Platform, which can only be obtained through actions taken by the producer
	  - Ownership & rights regarding data shared with the ASP on behalf of the producer must be explicitly agreed to by both parties in the operating agreement and terms & conditions
	- NDWEE Admin access to the NDWEE Platform is centrally configured by the technical database admin to assign permissions for power users to take a variable set of actions, scoped to each user, including
	  - View account data for all producer accounts
	  - Amend supported grant offerings & configuration
	  - Review producer grants

3.5	**Grant Program Implementation**
3.5	**Requirement:** Assist grant program implementation including solicitations, application development, funding disbursement, monitoring, and reporting.
	Bidder Response: - Funding disbursement will utilize the same payment gateway business logic & implementation as the payment gateway utilized by the CI Data Bank - Payment amount is dynamically calculated based on NDWEEs guidance, including failsafes to cap maximum ranges - Supported grant program types will be self-service for NDWEE admins, allowing them to add/modify grant configuration as needed - Producers will be able to submit supporting documentation in their grant application using a SAS url for secure temporary authZ to directory-scoped data lake location, with automated malware scanning facilitated by event queue & serverless storage event functions

	- NDWEE stakeholders can review grant applications and provide confirm/reject decisions based on provided information - Funding disbursement will leverage a state compliant 3rd party vendor (e.g. PayPal Hyperwallet), allowing the producer to share banking details with the NDWEE platform, without putting the burden on NDWEE's platform to manage and safeguard the banking data
3	**Documentation and Reporting**
3	**Requirement**: **S**ubmit all technical specifications, security protocols, training materials and any other program documentation to NDWEE for review/approval in a timely manner.
	Bidder Response: - Produce major platform documentation up front as a "north star" (architecture, data flows, roles/permissions, CI scoring workflow, document intake/review workflow) to guide implementation - Maintain living technical specifications and security protocols throughout delivery (version-controlled), with structured checkpoints and multiple iterative review cycles with NDWEE - Deliver documentation in clear release packages aligned to milestones (e.g., Design Review, Security Review, UAT Readiness, Release), incorporating NDWEE feedback before implementation moves forward - Training materials are developed in parallel with iterative UX design (draft early, refine continuously), then finalized as workflows & UX design screens/frames are locked (admin reviewer + participant training)
3	**Requirement**: Prepare internal and external project performance reports.

	Bidder Response:
	- Recurring internal/external performance reporting
	  - Daily active users
	  - Total users onboarded with confirmed CI scores / flagged scores
	  - Total grant submissions, approvals, awaiting-review
	- Operational breakdowns for grant program administration: review queue volume, median time-to-review
	- Reports are delivered to NDWEE admins/stakeholders via dashboard visualizations and exportable formats (CSV/PDF/Excel) suitable for reporting and audit support

3	**Requirement:** Archive records of compliance, Approved Service Provider (ASP) evaluations, and audit results.
	Bidder Response: - All ASP compliance/Evaluation records will be maintained in blob storage, in a virtual file directory, directly accessible by NDWEE admins - NDWEE admins & other platform admins reserve the right & capability to temporarily or permanently disable REST API access to ASPs at their discretion
3	**Requirement: C**onduct post-implementation review with ASPs, if needed, and NDWEE team.
	Bidder Response: - ASP API integration will involve a gate of the ASP completing a test through their application's dev/uat endpoint with their issued credentials, requiring database admins to validate the results remotely - On successful UAT endpoint testing by an ASP, production endpoints will be enabled for their usage - A customer support ticketing system will be active, which the ASP may contact and be routed to the proper resource for troubleshooting

	- A post-implementation review may be incentivized by NDWEE to collect structured feedback regarding the NDWEE integration process & API quality
3	**Approved Service Provider (ASP) Coordination**
3	**Requirement**: Manage subcontracts with 3rd Party ASPs Providers.

	Bidder Response:
	- Operating agreement
	  - Rate limiting, terms and purpose of usage, ownership of producer data, requirement of explicitly spelling out terms of NDWEE platform usage by ASP to producer, intellectual property
	  - Requires legal council signoff to draft & finalize this document
	  - In the case that an ASP requests revisions & presents redlining, legal council should be maintained on retainer to field their queries

3	**Requirement**: **A**ssist in the development of criteria and procedures for ASP qualification and approval.
	Bidder Response: - ASPs are a medium to lower the effort threshold for producers to engage with the NDWEE platform - Procedure for ASP Qualification will ensure that the ASP contains the proper crop data information content, and are well regarded in the industry - Criteria can include multiple point-driven categories - We intend for ASP API integration to be a low enough security vulnerability and time sink to justify more lenient acceptance criteria
3	**Requirement:** Develop and conduct oversight and monitoring approach for ASP performance.
	Bidder Response: - All ASP API actions/requests (active usage of NDWEE platform) are logged by immutable Application Insights & Log Analytics, containing timestamps, userIds, sessionIds, identity of user who took the action, specification of the action, result of the action - logs of any user action are similar captured - Metrics can be reported on an NDWEE admin dashboard view to illustrate the origin of user crop data & CI scores (relative to all other ASPs or self-service producers) - ASP performance will be captured both passively by immutable application insights / open telemetry / tracing logs, as well as actively by mutably by the transactional no-sql DB for realtime non-aggregate operations
3	**Requirement**: **D**evelop communication and reporting protocols between the Data Bank, producers, and ASPs.

	Bidder Response:
	- ASPs are required to sign an operating agreement
	  - Ownership of data remains with the producer
	  - API provides write-only access to the CI data bank
	  - Reverse engineering prohibited
	- All producers are required to sign terms & conditions related to their usage of the platform, and their accounts are inactive until confirmed
	- ASPs may only interact with the NDWEE portal on behalf of users through the NDWEE REST API
	- Status of a user's data sharing, CI score acceptance/deltas, payment, etc. are to be exposed through the API for usage by ASPs

	- Producers can access their account {data, score, payment} status at any time through the NDWEE portal using their ID.me credentials - A w9 will be relayed from the NDWEE platform to all producers who received incentive payments during the previous calendar year, to be monitored by the admin dashboard
3	**Requirement:** Develop risk management and fraud prevention measures regarding ASPs.

	Bidder Response:
	- Prior to integrations, a written information security plan will outline criteria to grade an ASP for eligibility, as well as mandatory security protocols to enable their API integration
	- ASP Integration will be allowed at the discretion of NDWEE
	- Initial prioritized ASP integrations will be created, allowing for any grower using their platform to share their crop data & CI score with the NDWEE platform in 1 click
	  - On click, the user would redirect to the NDWEE platform to authenticate with ID.me, upon which their account (new account automatically created if needed) will receive their score
	  - ID.me ensures a high degree of confidence in the NDWEE platform user's identity, regardless of the ASP source
	  - Fraud Prevention techniques will be instituted to verify that no 2 growers are claiming ownership over the same fields, and moreover that tax records confirm a grower's land ownership
	  - Scores are validated by incite.ag, and in the case of a score delta, the user is can be blocked from continuing (or allowed with the updated score) & ASP is notified of the discrepancy
	- Integration of additional ASPs must be manually approved by NDWEE, and implementation will follow the same guide as the initial
	- The liability of grower crop data accuracy rests with the ASP & grower, and is not verifiable by the CI Data Bank Platform without an extensive physical audit of the farm operation
	- Automated fraud detection can proactively block malicious activity from an ASP using rate-limiting & hard-blocking their API workflow if needed

Detailed Project Work Plan; Including Milestones and Associated Timeframes - incite.ag
NDWEE ONE RED Request for Proposal Number 124065 O5

Detailed Project Work Plan: This work plan is structured to directly mirror Deliverables 1, 2, and 3 and their required timelines. “By June 2026” milestones reflect June 2026 or as otherwise specified by NDWEE pending contract execution and notice to proceed. Where appropriate, MVP (minimum viable product) deployment is distinguished from full commercial scale deployment. All systems are designed to scale statewide and support expanded participation through September 2029.

1. DATA BANK: Design, Develop, and Maintain a Secure Data Management and Reporting Platform for a Nebraska-Based Carbon Intensity (CI) Score Data Bank – Thru Sep 2029

This deliverable establishes the core statewide infrastructure for secure CI data ingestion, validation, storage, reporting, and payment automation. The objective is to deploy a production-grade, scalable Data Bank capable of supporting Nebraska’s program through 2029. June 2026 is the target for operational readiness; however, timeline alignment will reflect actual notice-to-proceed timing and NDWEE coordination milestones. Development sequencing is structured to support accelerated deployment if feasible without compromising system integrity.

1.1 System Design and Development – ***Target: Jun 2026 (adjusted to notice-to-proceed timing as required by NDWEE)***

This phase builds the foundational architecture and deploys a secure, scalable CI score ingestion platform progressing from architecture finalization to MVP deployment to hardened production readiness.

a. Develop a secure, scalable digital platform allowing approved third-party service providers to upload verified CI scores. Phase 1 (0–90 days post-award): Establish formal system architecture blueprint including logical, physical, and security architecture layers; finalize data schema aligned to GREET-based CI inputs and Nebraska program requirements; define CI score object structure, metadata tagging conventions, and validation hierarchies; draft API specifications, authentication methods, and credentialing standards for Approved Service Providers (ASPs); develop vendor onboarding protocol including documentation standards and submission templates; provision secure cloud environments and configure role-based access controls; conduct structured alignment workshops with NDWEE to validate requirements and confirm assumptions. Phase 2 (90–180 days): Deploy MVP authenticated upload portal; implement structured CI submission templates; configure automated validation rules; implement submission error messaging workflows; deploy comprehensive audit logging; initiate sandbox testing with approved ASPs. Phase 3 (through June 2026 or sooner if directed): Harden infrastructure with autoscaling policies and redundancy architecture; deploy load balancing and monitoring tools; implement vendor onboarding workflows; conduct performance testing under simulated high-volume conditions; finalize disaster recovery procedures. Deliverable: Production-ready CI score ingestion platform operational ***targeted for June 2026, subject to formal project start date and NDWEE coordination***, scalable to statewide participation volumes through 2029.

b. Create participant interface to access CI scores, track payment status, and monitor historical data. Phase 1: Develop UX wireframes for producer and administrator views; conduct usability validation focused on rural connectivity; map full user journey. Phase 2: Deploy MVP dashboard

displaying CI score status, submission history, payment triggers, and notification framework. Phase 3: Deploy longitudinal analytics, export functionality, permission hierarchies, and advanced reporting filters. Deliverable: Live participant portal ***targeted for June 2026, aligned with system launch timing***, scalable to thousands of concurrent users.

c. Design backend system capable of storing and organizing large volumes of CI score data. Phase 1: Model database schema; define storage segmentation; enforce encryption at rest. Phase 2: Deploy indexed data storage; implement optimized query performance; configure monitoring tools. Phase 3: Conduct load testing; optimize caching layers; implement redundancy and failover architecture. Deliverable: Operational backend system ***targeted for June 2026***, horizontally scalable through 2029.

d. Integrate payment system that automates issuance of incentive payments once CI score is verified and confirmed. Phase 1: Map NDWEE-defined rule logic; define exception workflows; design reconciliation reporting framework. Phase 2: Deploy configurable rules engine linked to validation status; implement approval queues. Phase 3: Integrate ACH/direct deposit systems; implement reconciliation reporting; deploy audit-ready payment logs. Deliverable: Automated incentive logic functional ***at system go-live (target June 2026, calibrated to project mobilization timing)***.

e. Ensure API integration with third-party vendors. Phase 1: Build token-based authentication framework; develop vendor credential issuance protocol; define standardized submission formats. Phase 2: Deploy sandbox environment; conduct structured vendor testing; document validation procedures. Phase 3: Release production API endpoints; deploy monitoring and throttling controls; implement logging and traceability controls. Deliverable: Secure API framework operational ***targeted for June 2026*** and expandable through 2029.

Milestone: MVP CI Data Bank operational ***within 3–6 months of award***; full production system meeting all 1.1 requirements ***targeted for June 2026, aligned to formal notice-to-proceed timing***.

1.2 Data Security and Privacy – ***Target: Jun 2026 (aligned to system launch schedule)***

This section establishes the security posture and privacy controls governing all Data Bank functionality. Security frameworks will be implemented in parallel with development to ensure encryption, access controls, and audit integrity are operational at launch.

- Implement encryption in transit and at rest
- Deploy multi-factor authentication and RBAC controls
- Conduct formal privacy compliance mapping
- Establish vendor credential verification procedures
- Conduct independent cybersecurity audit within first year

Milestone: Security framework validated ***prior to system launch (target June 2026, adjusted to mobilization timing)***; continuous compliance maintained ***through 2029***.

1.3 Payment Processing Integration – ***Target: Jun 2026 (aligned to launch readiness)***

This section operationalizes the incentive logic engine and financial integration necessary to automate payments tied to validated CI scores.

- Build configurable incentive engine
- Integrate with banking infrastructure
- Deploy payment tracking dashboard
- Implement reconciliation and reporting controls

Milestone: Payment automation functional ***at system go-live (target June 2026, adjusted as required by actual project start date)***.

1.4 System Validation and Quality Assurance – ***Target: Jun 2026 (prior to production release)***

This phase ensures functional, performance, and security validation of the full system prior to statewide rollout.

- Conduct functionality testing
- Execute scalability benchmarking
- Perform security penetration testing
- Document validation signoff

Milestone: Formal system validation completed ***prior to production deployment***.

1.5 User Training and Support – ***Target: Aug 2026 (or within 60 days of launch)***

This section ensures users are equipped to navigate and utilize the platform effectively.

- Develop training library and user manuals
- Deploy help desk infrastructure
- Launch multi-channel support

Milestone: Training materials and support infrastructure live ***within 60 days of system launch***.

1.6 Data Reporting, Analytics, and Evaluation – ***Thru Sep 2029***

This section governs long-term analytics, KPI tracking, and performance evaluation across the life of the contract.

- Deploy administrator dashboards
- Enable KPI monitoring
- Provide quarterly and annual reports
- Maintain auditable documentation

Milestone: Administrator dashboards active ***at launch***; expanded reporting modules deployed incrementally ***through 2029***.

1.7 Maintenance and Updates – ***Thru Sep 2029***

This section covers ongoing system optimization, feature enhancements, infrastructure scaling, and uptime monitoring for the duration of the program.

- Monitor uptime (target 99.5%+)
- Deploy continuous performance optimization
- Implement feature enhancements as needed

Milestone: Continuous operational performance maintained ***from production launch through September 2029***.

2. PI & CI GRANTS DIGITAL INTERFACE – *Thru Sep 2029*

This deliverable establishes the digital grant intake, review, scoring, approval, and payment workflow integrated with the Data Bank. June 2026 remains the operational target, subject to final mobilization timing.

2.1 System Design and Development – ***Target: Jun 2026 (aligned to project mobilization)***

This phase designs and deploys the full digital workflow for Precision and Carbon Intensity grants, including intake, eligibility screening, scenario modeling, and administrative routing.

Phase 1: Define digital application intake schema; configure eligibility rule logic; build structured form validation and document upload workflows; develop initial scenario modeling module. Phase 2: Deploy application intake portal; implement cropping data upload module; configure preliminary eligibility screening engine; deploy administrative review dashboard. Phase 3: Implement automated approval routing; configure grant category management and performance-based payment triggers; integrate scenario modeling enhancements; deploy real-time obligation and fund tracking dashboards.

Deliverable: Fully automated digital grant workflow aligned with Data Bank architecture.

Milestone: MVP deployed ***within 3–9 months of award***; full workflow automation completed ***targeted for Aug 2026, subject to final kickoff timing***.

2.2 Data Security and Privacy – ***Target: Aug 2026 (parallel to Deliverable 1 controls)***

- Mirror encryption and RBAC controls from Deliverable 1
- Implement audit logging for grant submissions
- Conduct annual security audits

Milestone: Security framework operational ***at grant system launch***.

2.3 Payment Processing Integration – ***Target: Aug 2026 (aligned to workflow deployment)***

- Integrate grant payment logic
- Configure rule sets by grant type
- Deploy reconciliation reporting

Milestone: Grant payment automation functional ***at go-live (target June 2026, adjusted as required by start date)***.

2.4 System Validation and Quality Assurance – ***Target: Jun-Aug 2026 (prior to production release)***

- Conduct acceptance testing
- Validate grant workflow routing
- Benchmark performance under simulated application surges

Milestone: Acceptance testing complete ***prior to statewide rollout***.

2.5 User Training and Support – ***Target: Jun-Aug 2026 (or within 60 days of launch)***

- Develop grant-specific training materials
- Launch onboarding support
- Maintain help desk through 2029

Milestone: Training and support systems operational ***within 60 days of launch***.

2.6 Data Reporting and Analytics – ***Thru Sep 2029***

- Deploy grant dashboards at launch
- Expand environmental and adoption metrics annually

Milestone: Reporting dashboards live ***at system launch***; expanded metrics deployed incrementally ***through 2029***.

2.7 Maintenance and Updates – ***Thru Sep 2029***

- Continuous performance optimization
- System updates aligned with evolving grant policy
- Scalability enhancements proportional to enrollment growth

Milestone: Continuous operational performance maintained ***from production deployment through September 2029***.

3. Program Support – Thru Sep 2029

3.1 – Program support will be structured as an active, hands-on operational function rather than passive oversight. Incite.ag will provide continuous program management, stakeholder coordination, technical oversight, compliance monitoring, and grant workflow administration for the Ag Data Bank, Precision Agriculture (PA) Grant Program, and Regenerative Agriculture (RA) Grant Program ***through September 2029.***

3.2 Program Governance and Executive Oversight – The Executive Sponsor (Preston Brown) will serve as primary executive liaison to NDWEE, ensuring contractual compliance, milestone alignment, budget adherence, and strategic direction. A designated Program Director will manage day-to-day execution, coordinate cross-functional teams, and maintain an integrated master action list aligned to Deliverables 1 and 2. **Monthly internal program** reviews and scheduled coordination calls with NDWEE will be conducted to track schedule, risks, participation metrics, and financial performance. Escalation protocols will be documented to ensure timely resolution of technical, financial, or policy issues.

3.3 Program Planning and Action Management – ***Within the first 30–60 days post-award,*** the team will develop a detailed Program Execution Plan mapping every required deliverable to task owners, timelines, dependencies, and reporting checkpoints. A living Program Action Tracker will be maintained to monitor progress against Deliverables 1, 2, and 3. This tracker will include system milestones, ASP onboarding status, enrollment metrics, payment cycles, reporting deadlines, and audit preparation checkpoints. Updates will be provided to NDWEE during standing coordination meetings and incorporated into **quarterly reports**.

3.4 Stakeholder Coordination and Engagement – Incite.ag will coordinate regularly with NDWEE, producers, approved third-party service providers (ASPs), technical vendors, and financial partners. Engagement will include structured kickoff meetings, workflow alignment sessions, program update briefings, and issue resolution calls. The team will facilitate education and outreach sessions to ensure producers and ASPs understand data submission requirements, payment timelines, and compliance expectations. Communication protocols between the Data Bank, producers, and ASPs will be formalized to reduce friction and ensure consistent data quality.

3.5 ASP Oversight and Performance Monitoring – Incite.ag will manage subcontractor and ASP relationships consistent with NDWEE requirements. This includes development of ASP qualification criteria, onboarding documentation, data submission standards, performance monitoring metrics, and compliance controls. A structured ASP oversight framework will be **implemented in Year 1**, including submission quality checks, audit sampling, fraud prevention controls, and corrective action procedures. NDWEE will be consulted prior to execution of any subcontract requiring ONE RED funds. **Ongoing** ASP performance summaries will be incorporated into quarterly program reporting.

3.6 Grant Workflow Administration – The program team will assist in implementation of grant solicitations, application intake, review coordination, approval workflows, funding disbursement oversight, and monitoring. This includes configuring digital workflows within the Grants Digital Interface, aligning eligibility criteria with NDWEE policy guidance, and ensuring application completeness prior to approval. The team will monitor rolling application cycles, track obligated versus available funds, and provide financial tracking summaries to NDWEE. As participation scales, workflow automation tools will be expanded to support higher application volumes without administrative bottlenecks.

3.7 Research and Continuous Program Improvement – The team will conduct ongoing research to inform improvements in carbon intensity calculation methodologies, regenerative practice adoption metrics, and incentive structure optimization. Market intelligence related to carbon markets, federal policy, and data standards will be monitored and translated into program recommendations when appropriate. Lessons learned from implementation cycles will be documented and incorporated into annual program improvement updates.

3.8 Documentation, Reporting, and Recordkeeping – Incite.ag will maintain centralized documentation repositories covering technical specifications, API standards, security protocols, ASP qualification records, training materials, payment records, and audit logs. All documentation required for NDWEE review or approval will be submitted in a timely manner. Internal and external project performance reports will be prepared quarterly, including milestone tracking, enrollment statistics, disbursement summaries, challenges encountered, mitigation strategies, and budget status. Annual reports will include cumulative program performance metrics, environmental outcome data, and system effectiveness assessments. All records will be archived in accordance with applicable audit and public record requirements.

3.9 Data Integrity and Compliance Oversight – Program support will include continuous monitoring of data integrity within the Nebraska Ag Data Bank and Grants Program. Controls will be maintained to prevent duplicate submissions, fraudulent entries, or unauthorized access. Compliance checks will align with security and privacy requirements defined under **Deliverable 1.2 and 2.2**. Audit preparation support will be provided as needed, including coordination with ASPs and internal technical staff to assemble required documentation.

3.10 Operational Scalability ***Through 2029*** – Program management processes will be structured to scale as producer participation increases. Staffing allocation, help desk capacity, reporting automation, and performance dashboards will expand proportionally to enrollment and funding levels. The governance model established in Year 1 will remain in place ***through September 2029,*** with refinements implemented as program complexity grows.

Milestone: **Program governance framework operational within first 60 days post-award; sustained day-to-day operational support maintained through September 2029, with quarterly and annual reporting delivered as specified by NDWEE**

Technical Diagrams Overview - incite.ag
NDWEE ONE RED Request for Proposal Number 124065 O5

Technical Architecture Overview – ONE RED CI Data Bank & Grant Platform

The attached diagram provides a system-level view of the ONE RED CI Data Bank and Grant Platform. It outlines how users authenticate, how crop and CI data move through the platform, how scores and documentation are stored, how payments are processed, and how reporting outputs are generated for NDWEE.

Reviewers should reference this diagram to understand how identity, data handling, integrations, security controls, and reporting functions are structured within a single, coordinated architecture. It reflects a production-ready environment designed to support carbon intensity scoring, grant workflows, and long-term program administration.

Key Highlights

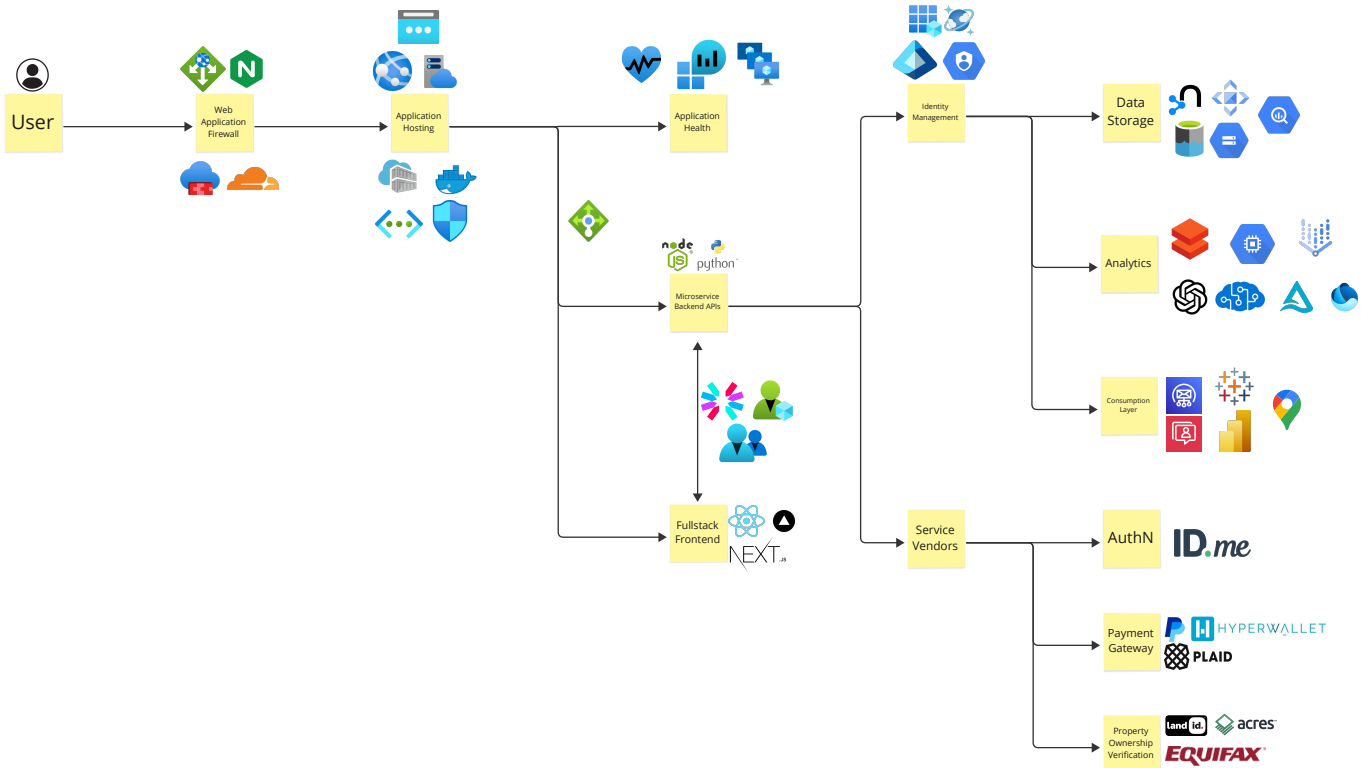
- **Secure Identity and Access Control**: ID.me authentication, OAuth 2.0 flows, JWT-based permissions, role-based access control, private endpoints, and network segmentation protect user and system access.
- **Traceable CI Data and Grant Workflows**: CI scores, crop records, documentation, payment status, and reviewer actions are versioned and stored with audit logging to support defensible reporting.
- **Enterprise-Scale Infrastructure**: Containerized microservices, secure government cloud hosting, automated CI/CD pipelines, monitoring, and logging support scalability, reliability, and compliance.

The architecture includes containerized frontend and backend services operating within secured virtual networks, CosmosDB no-sql storage for transactional data, analytics layers for dashboarding and exports, REST APIs for Approved Service Providers, event-driven payment workflows, and continuous monitoring across application and infrastructure layers.

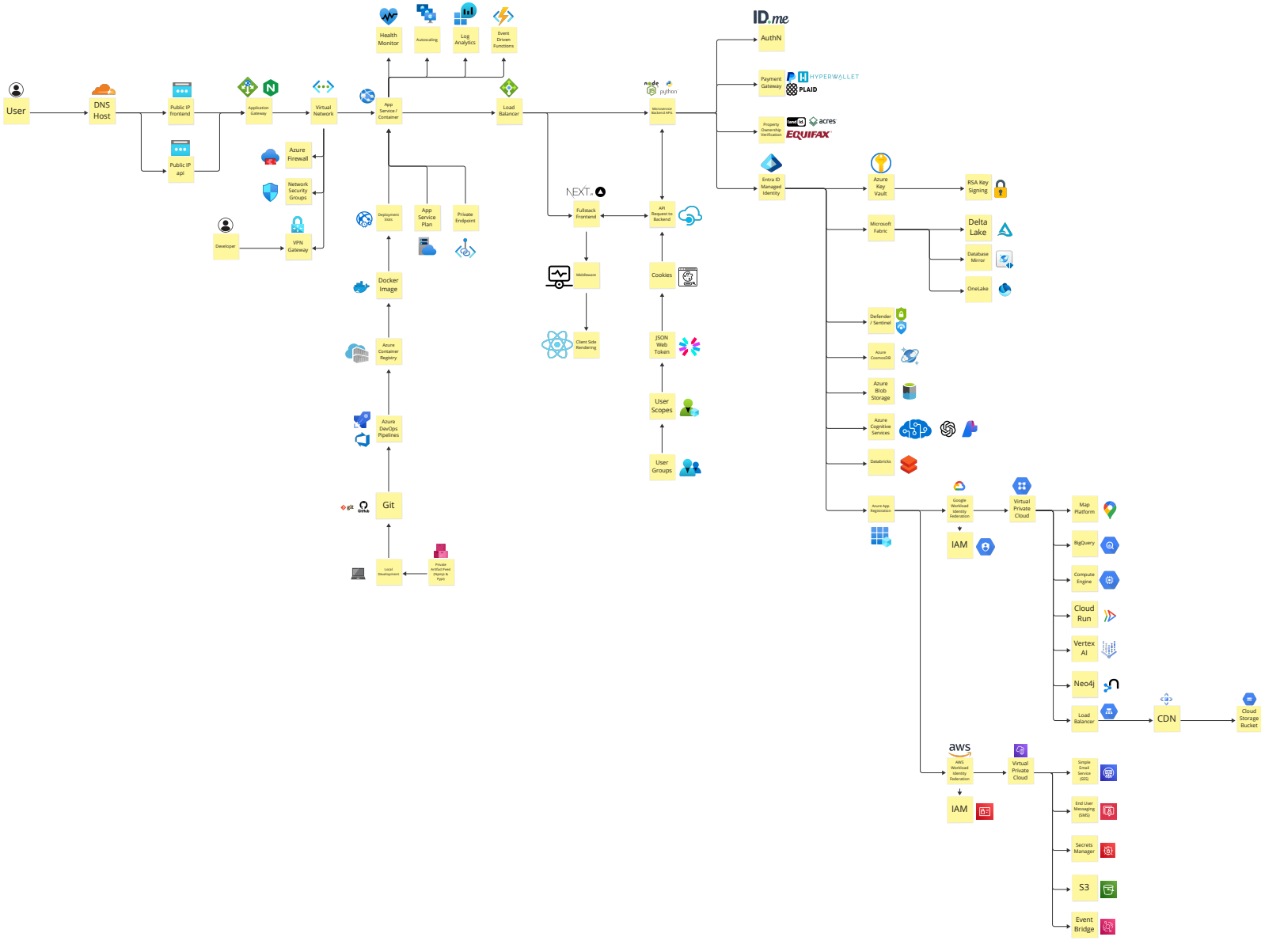
For more details:

Contact Sean Kelly | Head of Technology at incite.ag | sean@incite.ag

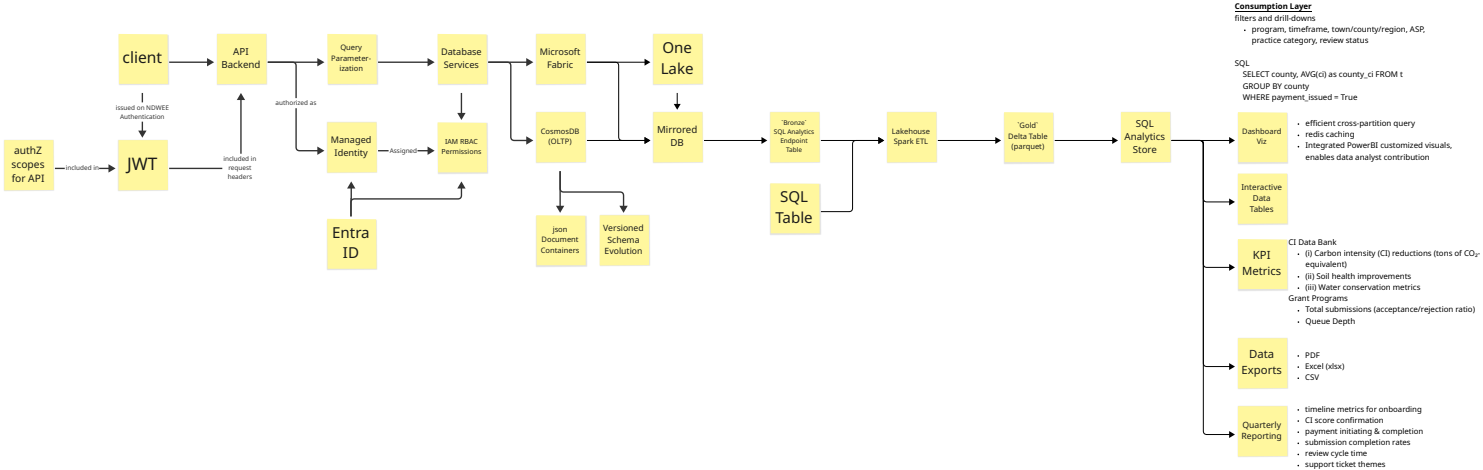
Abstracted Infrastructure Tech Stack



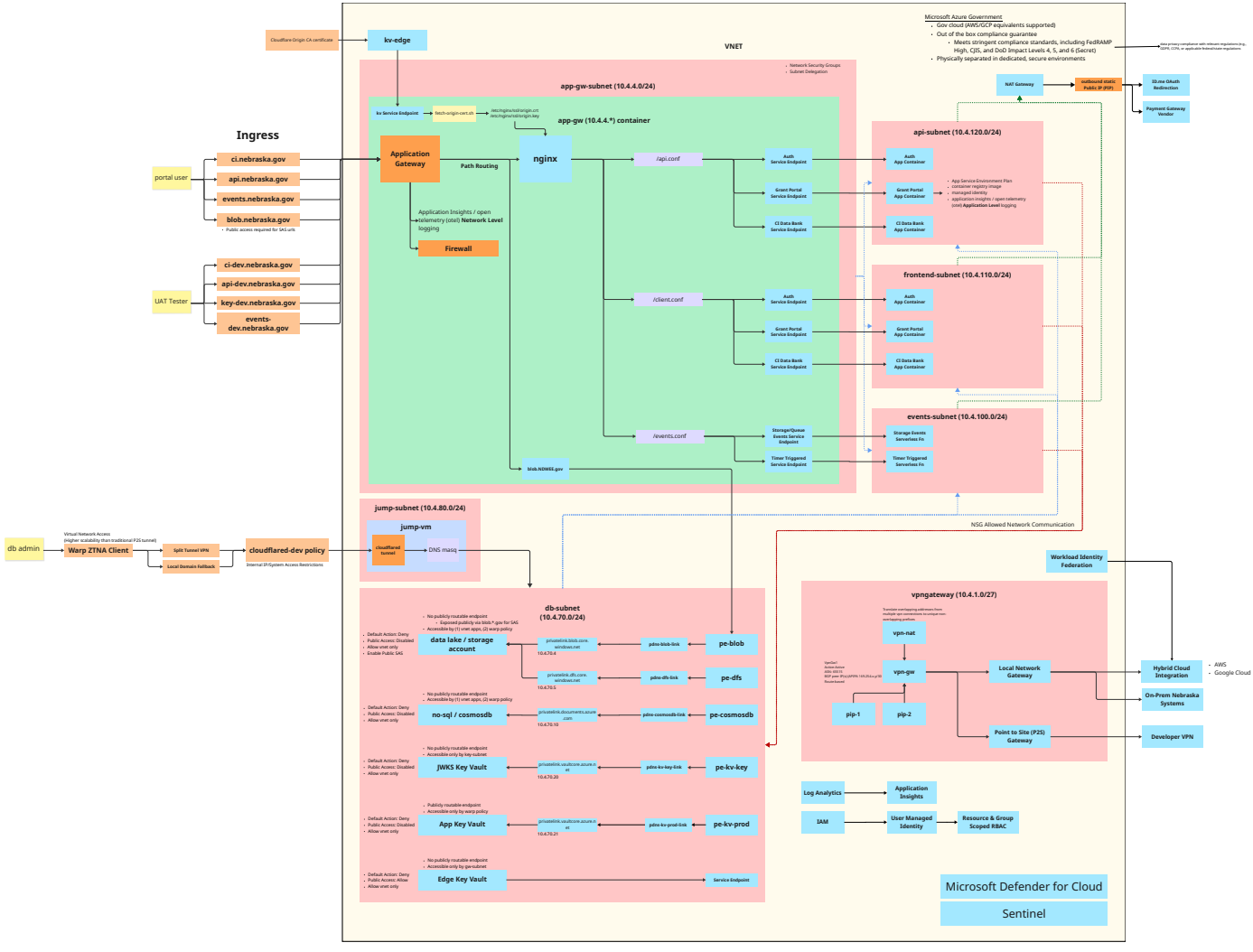
Expanded Infrastructure Tech Stack



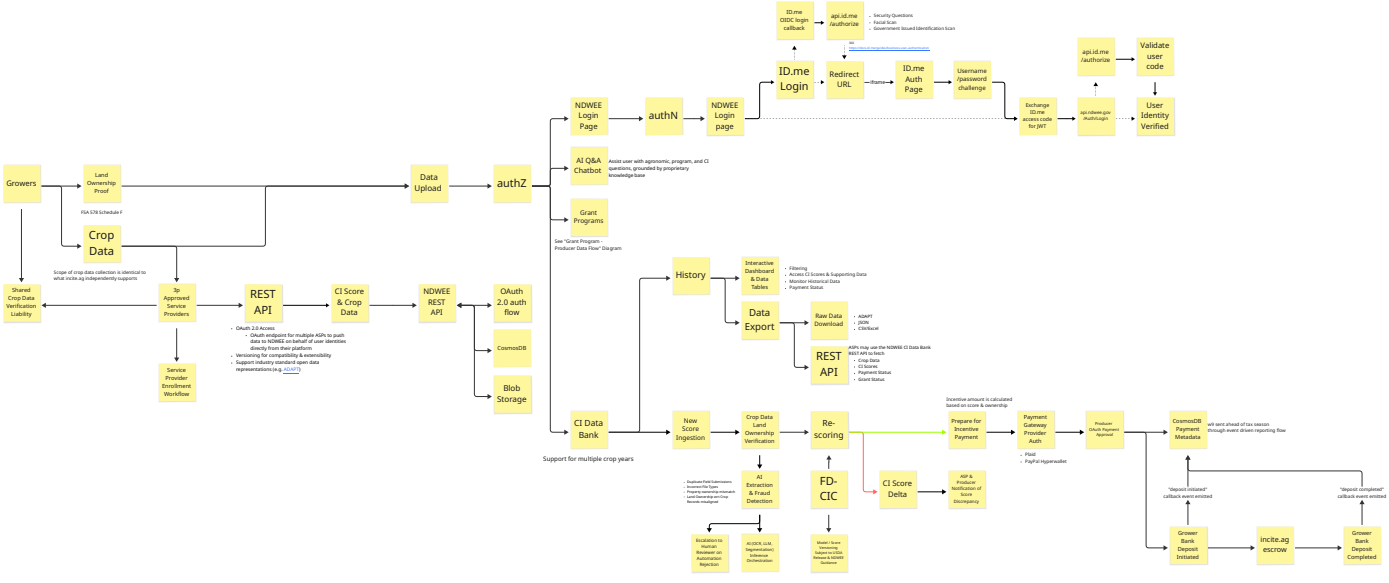
Data Reporting Dashboard



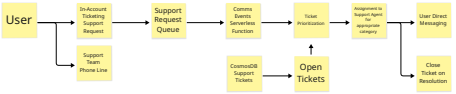
Infrastructure Network Topology



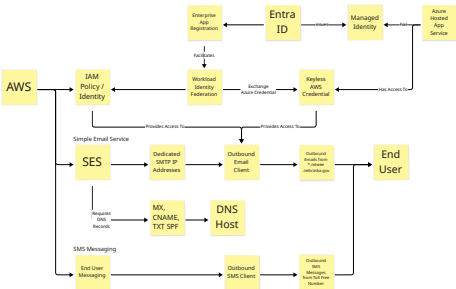
CI Data Bank - Producer Data Flow



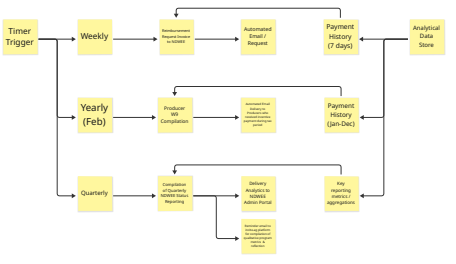
Account Support - Ticketing Systems



Transational User Messaging

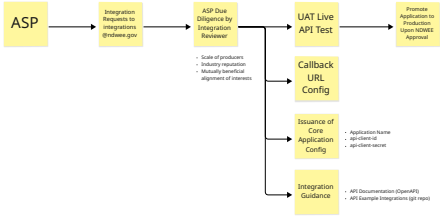


Event Driven Reporting



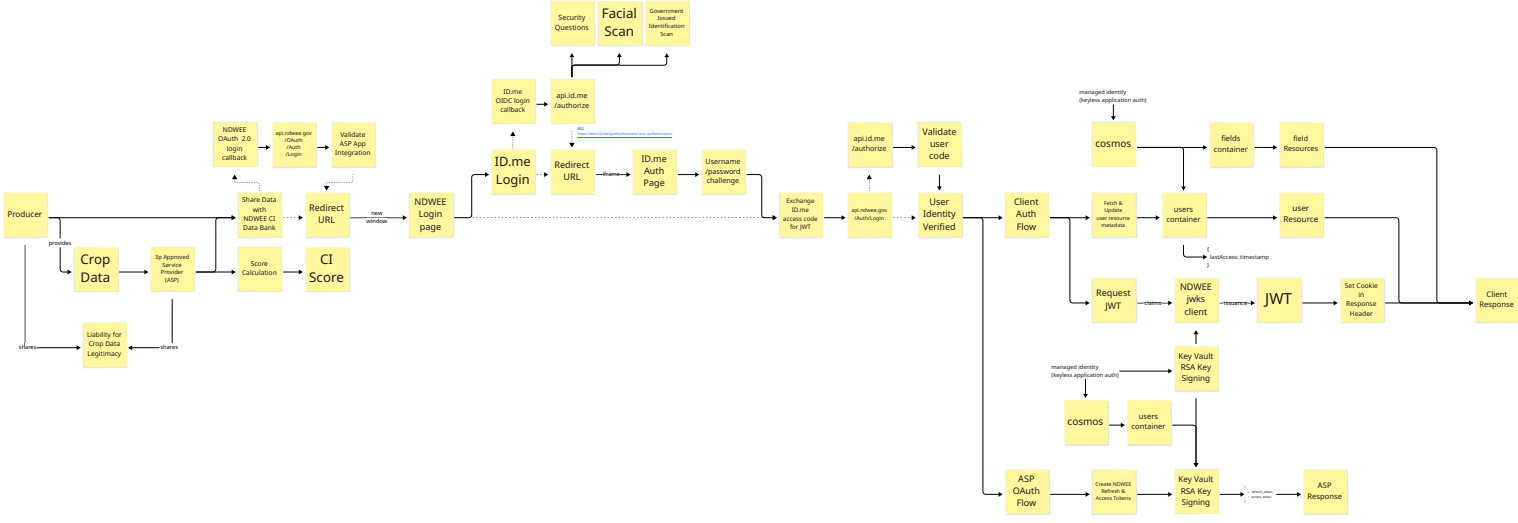
ASP REST API

Approved Service Provider - API Integration Intake



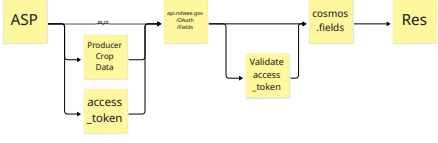
REST API - Auth

Producer Authentication to NDWEE CI Data Bank from Integrated ASP involves
(1) OpenID Connect (OIDC) auth flow between ID.me & NDWEE to validate the user identity
(2) OAuth 2.0 auth flow with ASP & NDWEE, using the OIDC auth challenge, to provide a REST API access_token to the ASP

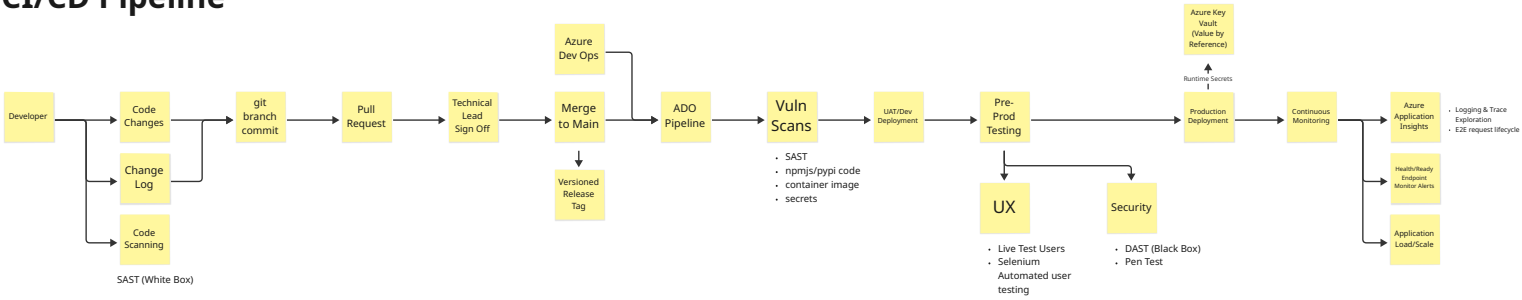


REST API - Data Plane (Sample)

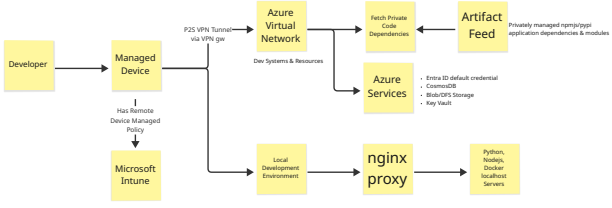
https://github.com/ADAPT/Standard/blob/main/adapt-data-type-definitions.json



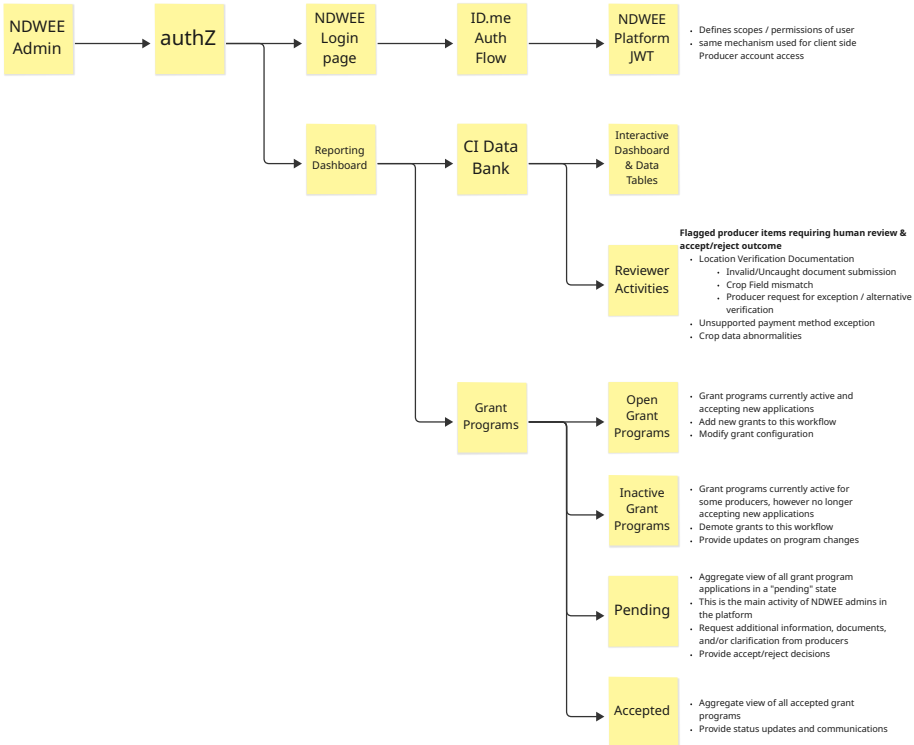
CI/CD Pipeline



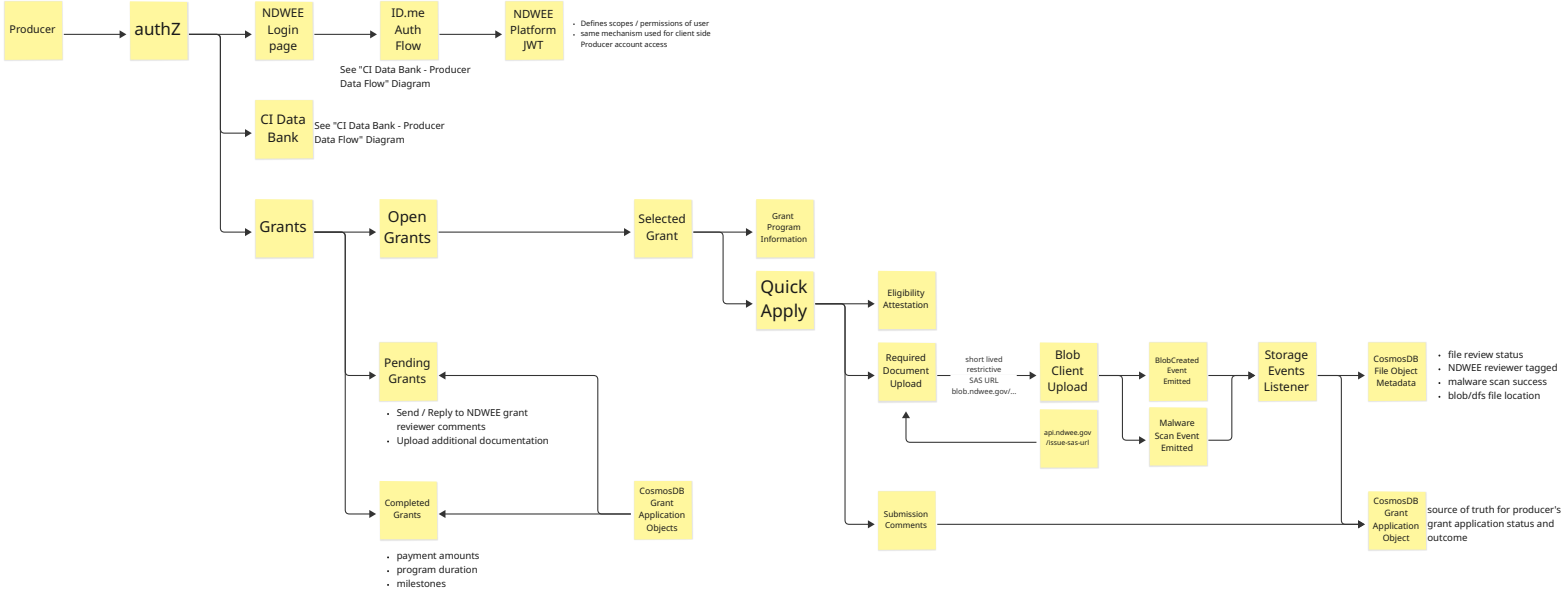
Local Development



NDWEE Admin Data Flow



Grant Program - Producer Data Flow



February, 2026

Enterprise Technology Review

ONE RED RFP 124065 O5 - incite.ag

incite.ag

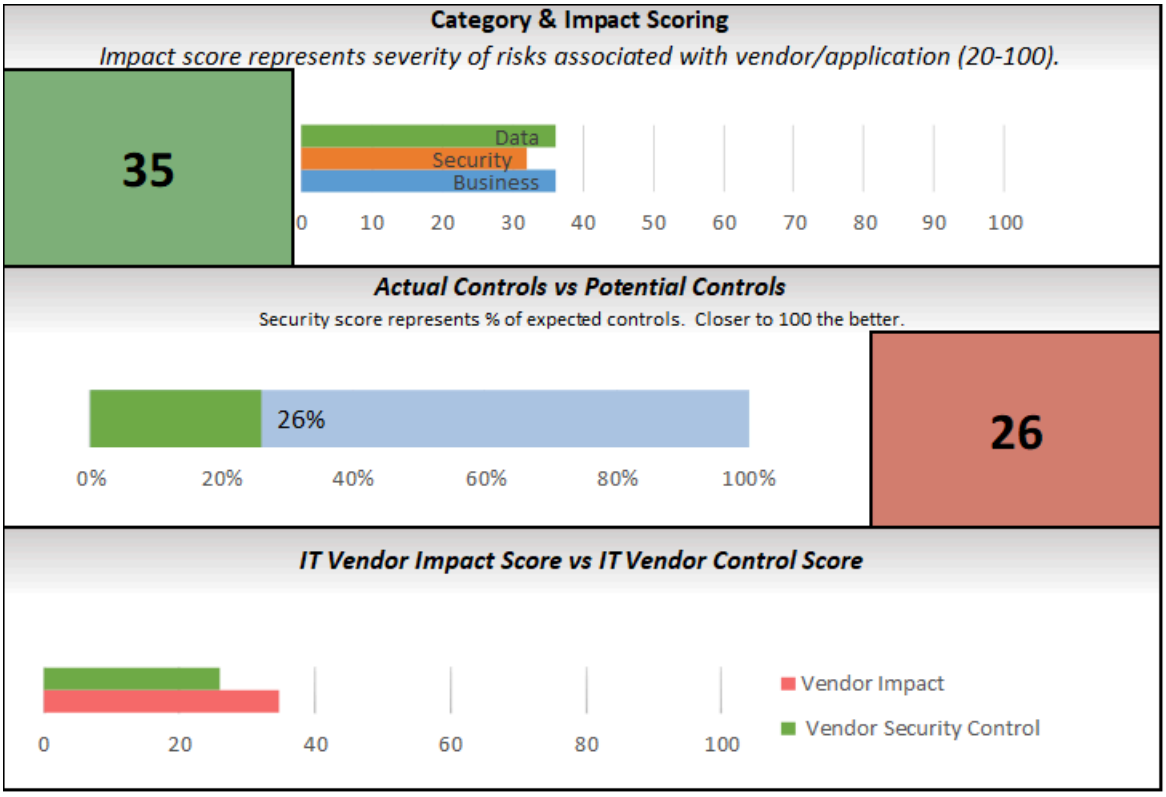
IT Vendor Review for Incite.ag - EXAMPLE
NDWEE ONE RED Request for Proposal Number 124065 O5

Overview: This highly technical security risk assessment was performed in 2024 by incite.ag's largest enterprise-level customer (a Fortune-100 company)with a diverse agricultural processing profile as they assessed our technical systems and capabilities. The result was a high degree of confidence and scores confirming incite.ag's ability to securely manage enterprise-level projects

Solution Name:	Incite.ag is the company. Access to energy use data and plant data in real time in order access our facilities Carbon Impact
Purpose:	Sustainability carbon intensity documentation of our processing plants products such as ethanol, corn oil , soybean oil and canola oil.
Business Owner:	**[REDACTED]**
Business Unit:	Global Grain & Processing
Classification:	Confidential
IT Tier:	Tier 4 - Business Application

Concerns & Next Steps: The SCA has been completed by the vendor and based on the answers provided here are the areas of concerns for inadequate controls: Privileged Access Management, Patch Management, Secure Development and DevOps, Change Management, Security Training and Awareness, Security Auditing and Compliance, Third Party Risk Management, Incident Response, and Employee Security.

The control graphs shown below are reflections of the vendors maturity level from a security perspective. It should be noted that the Data Risk Intelligence Analyst met with the vendor and they expressed cooperation in regards to addressing the areas of concern as these are best practice controls and can't be enforced by **[REDACTED]**. The Data Risk Intelligence Analyst will provide an outline to the internal business that consist of controls that the vendor should begin implementing to show maturity and the ability align with **[REDACTED]** standards. Recommended controls will be given to the internal business unit in buckets or waves, this plan has been discussed with **[REDACTED]** to ensure the vendor is not overwhelmed with control implementation requests.



System Cornerstone(s) Summary

1

Simple Automated Data Capture

Systems deployed by administrators must simplify the data capture process with frictionless, secure, and automatic solutions wherever possible

2

Intuitive for Key Stakeholders

Key stakeholders who are not daily-users of CI scoring technology must be able to intuitively interact and engage with the CI scoring system with little enablement

3

Systems Built for Mass Use

Technology systems supporting the scoring process must be built with rigor, security, and adaptability, allowing users to fully maximize its potential without interruption

4

Laser-Focus on Compliance

Data capture at scale requires significant discipline regarding what data ***not*** to capture. Systems are laser focused on the required data to comply with 45Z

Core Tech Principals

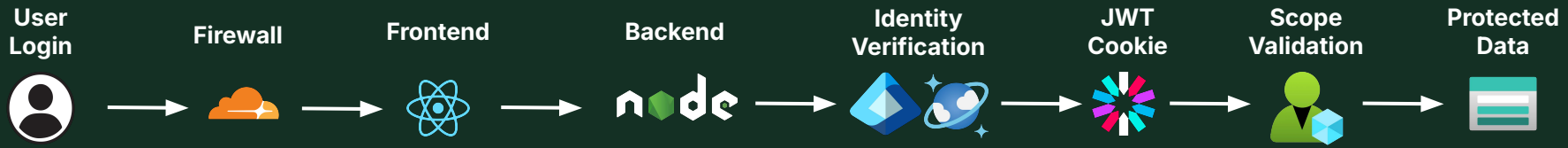
- **Security:** Protecting client data through Zero Trust architecture and enterprise-grade security
- **Scalability:** Automatic, independently scaling infrastructure to handle growing demand seamlessly
- **Auditability:** Comprehensive logging and data validation to ensure compliance and transparency

Security Posture: Protecting Data

Solving for Scale: *How will incite.ag protect the data of users at scale?*

Solution: incite.ag leverages Microsoft Entra ID for user & application identity management and role-based access control within a Zero Trust architecture

- **Zero Trust Architecture:** Identity verification on every request
- **WAF Protection:** Web Application Firewall prevents malicious traffic (e.g., DDoS, bot detection, SQL Injection Prevention)
- **JWT-Based Authentication:** Secure token-based access to control user permissions



Data Security & Infrastructure

Client Data Risk Security team and incite.ag have completed a thorough security audit and have initiated new and ongoing protocols to enhance data security. **Highlight of key security protocols:**

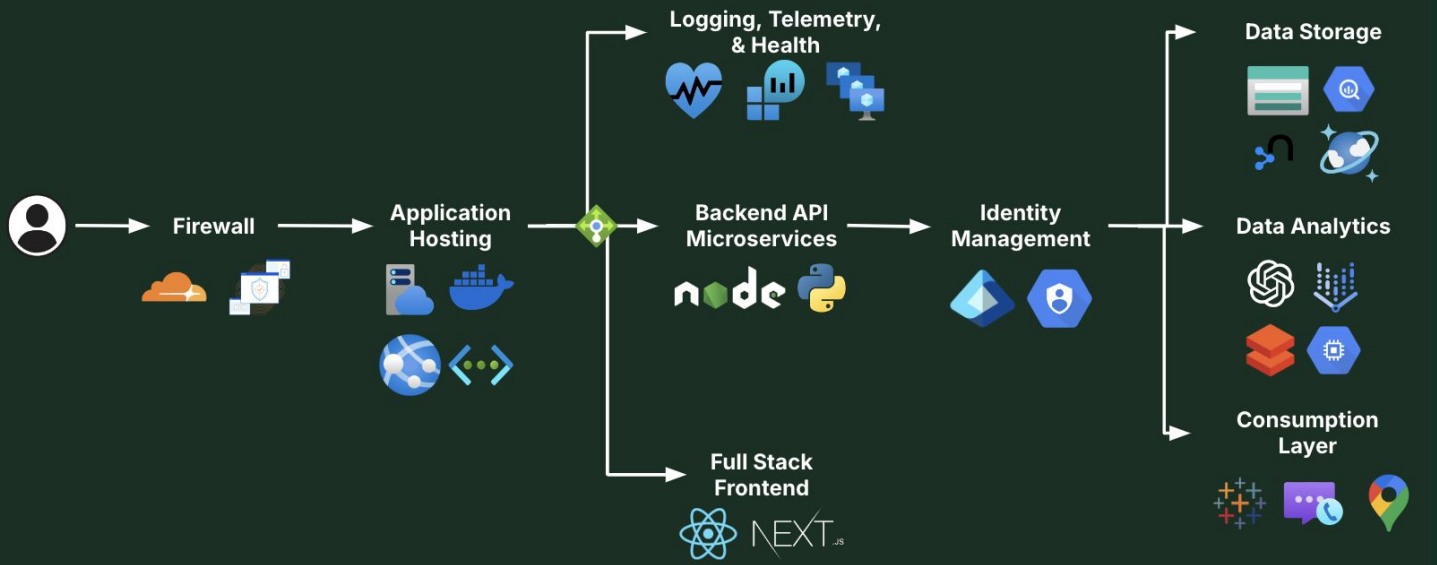
- Minimal-to-none confidential/personal identifiable information
- Role-based access controls & Rate limiting
- Integrated vulnerability scans
- Webapp firewalls & malware scanning
- Establish “Zero trust” security model

Client Vendor Security Review: LOW RISK

User Portal Infrastructure Architecture

Solving for Scale: *How will the technology systems support future scale requirements?*

Solution: Establish a base technological foundation of industry leading support systems to enable secure resource effective scaling of independent products and services



Performance at Scale

Solving for Scale: *How will incite.ag ensure top performance of systems with maximum user-loads?*

Solution: Microservices architecture ensures seamless scaling of access and data upload with auto-scaling Infrastructure

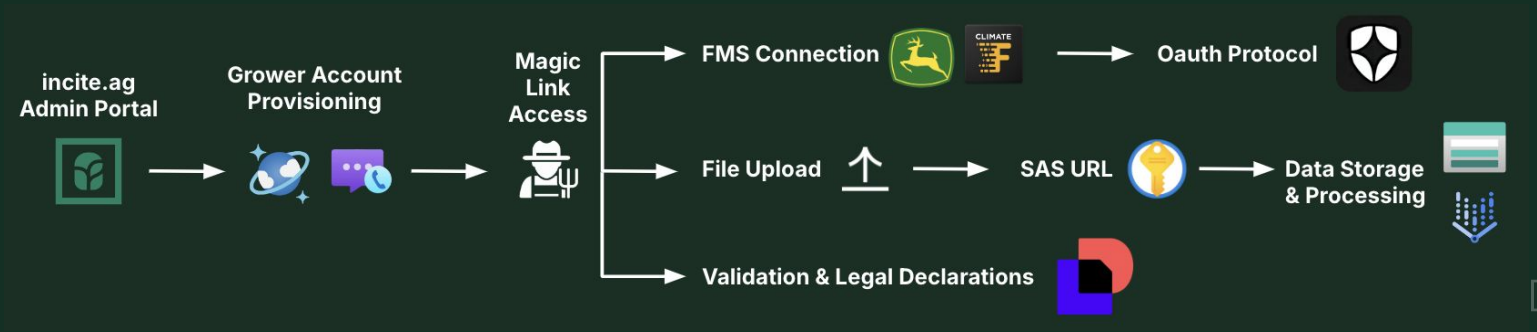
- **Auto-scaling Infrastructure:** Azure App Service scales app containers automatically to support thousands of users
- **Modular Microservices:** Each product operates independently, ensuring no single point of failure
- **File Handling:** Support for large data uploads (1TB+), using SAS URLs to minimize data movement

Grower Portal & Data Flow

Solving for Scale: *How will the incite.ag grower portal and its data processing connections ensure frictionless experiences for admins and farmer-users?*

Solution: Asynchronous experience with data collection supported by scalable storage

- **Passwordless Login:** Magic link for seamless grower access.
- **FMS Connections:** Secure OAuth-based connections to major FMS systems.
- **File Upload & Extraction:** Handling large files with AI-powered content extraction.



Codifying Agronomic Judgements

Solving for Scale: *How will growers with fractured data sets receive the verification required to comply with IRA Climate Smart Agriculture management classification*

Solution: Detailed onboarding discussions couple with codifying agronomic judgments from CCAs

- **Example 1 - Tillage:** By utilizing pre-defined STIR values from the Revised Universal Soil Loss Equation 2 (RUSLE2), incite.ag has built automations to account for each pass across the field and calculate an aggregate STIR value for each customer. This calculated STIR value allows us to categorize tillage practices as no-till, reduced till, or conventional till defined by USDA NRCS and 45Z regulations
    - No-Till: STIR value less than 20
    - Reduced Till: STIR value of 20-60

- **Example 2 - Nitrogen Management:** The GREET FD CIC has 3 nitrogen management classifications: Business as usual, 4R (Right time, Right place, Right form, and Right rate), and Enhanced Efficiency Fertilizer. By capturing as applied data from FMS, support Docs, and user defined practices during onboarding, incite.ag can classify nitrogen management classifications field by field for each farmer.

3rd Party Vendors

Solving for Scale: *What additional vendors has incite.ag identified to support Client in the event that additional external stakeholders and resources are required*

Solution: Direct engagements with Verdova, Leaf, CFV, and others to provide auxiliary support

- **Verdova:** Illinois-based, farmer founded data capture & processing
- **Leaf:** Industry leading solutions for scaled FMS data capture
- **Climate Field View (CFV):** Major market share holder in on-farm data capture
- **Independent Providers:** Independent vendors supplying digital data capture and MRV solutions in voluntary carbon markets and value-add grain aggregation

Auditability & Compliance

Solving for Scale: *How can incite.ag data streamline audibility and market compliance at scale?*

Solution: Comprehensive audit trail & data integrity ensures compliance with IRA 45Z

- **Comprehensive Logging:** Every request and data transformation is logged for audit purposes
- **Data Retention & Backups:** Backups for critical systems ensure continuous access to source data
- **ADT Compliance:** Protecting grower information and maintaining strict privacy protocols throughout the data lifecycle

NOTE: *incite.ag compliance documentation and IRS reporting framework available to share upon request*

Independent Verification & Compliance

Christianson CPA and **incite.ag** are testing and deploying compliance frameworks to adhere to IRA guidelines and requirements regarding independent third party verification of data and scoring

Steps for Compliance:

- Replicate 40B Compliance ✅
- Deploy reporting framework ✅
- Q4 “Gap Analysis”
- Christianson expands dedicated team for 45Z grower-level compliance
- Finalize documentation post-guidance

Industry-Leading CI-Credit Compliance Partners

CHRISTIANSON
CPAs & Consultants

From consulting, to accounting, to ERP software, to tax services and much more. If there is a problem to solve, the industry-leading team of experts at Christianson can help our customers solve it.

Ag Data Transparency

Solving for Scale: *What answers can a grower expect when engaging with incite.ag data sharing?*

- What products, platform, or services within the tech company are certifying as Ag Data Transparent? Who are the primary users of the product, platform, or services?
- What categories of data does the data platform collect?
- Do the tech company's agreements with the user **address ownership of user data**?
- Can the user to opt out of inclusion in anonymized and aggregated datasets that are accessible by other users?
- Does the company require outside contractors that have access to user data to follow the tech company's data policies?
- Does the tech company obtain a **user's consent** before sharing user data with third parties?
- By signing up, does the user give the tech company the **right to sell aggregated data** to third parties without obtaining further consent?
- Does the tech company maintain an original copy of user data that can be retrieved or deleted upon a user's request?
- Will the tech company notify the user if a breach of data security causes disclosure of the user's data to an outside party?
- Will the tech company **notify the user** when data agreements are changed and summarize how the agreements were changed?
- Do the tech company's data agreements address **what happens to user data** if the tech provider is sold to another company?

Compliance

Comprehensive Practice Attestation

Preformatted & Populated Information

Field by Field Crop Plans

Verification-Ready Formatting

Source Data and Support Documentation

45Z Compliance

Innovation & R&D

Solving for Scale: *How can Client stay ahead of the innovation curve when deploying systems*

Solution: Building AI-driven pipelines for automated carbon intensity scoring, codifying industry expertise for scalability and accuracy.

- **Information Extraction Pipelines:** AI-enhanced pipelines encode proprietary knowledge, automating CI scoring while minimizing human error and improving efficiency.
- **Google Startup Program:** Google Cloud partnership enables scalable AI/ML models and secure, compliant data processing systems for CI scoring.
- **Graph Data Science:** Graph solutions enable complex data relationship modeling of unstructured data
- **TPU/GPUs for Machine Learning:** Power scalable machine learning models, accelerating data processing and maximizing CI scoring accuracy.

Thanks

Preston Brown

President | Founder

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preston@incite.ag

Sean Kelly

Head of Technology

603.285.2364

sean@incite.ag

Carbon Intensity Software

ONE RED - Custom Development Demonstration

incite.ag

The Mission

Capture Every Credit

Delivering **purpose-built software to commodity producers** that scores carbon intensity across their supply chain and positions them to capture every available CI credit

CI Scoring software for biofuel producers and their feedstock suppliers

Commodity CI Scoring Process

1

Automate Data Capture

Deploy systems to automate and refine the capture of relevant fuel CI data points across operations in a format that meets the needs and priorities of your organization

2

Real Time CI Scoring

Visualize and analyze CI scores in a format tailored to the specific plant, marketplace, process, and stakeholders while evolving with your business

3

Integrate Feedstock CI

Whether in a current mass balance scenario or a future book and claim, incite.ag's software empower commercial teams to selectively source low-CI corn

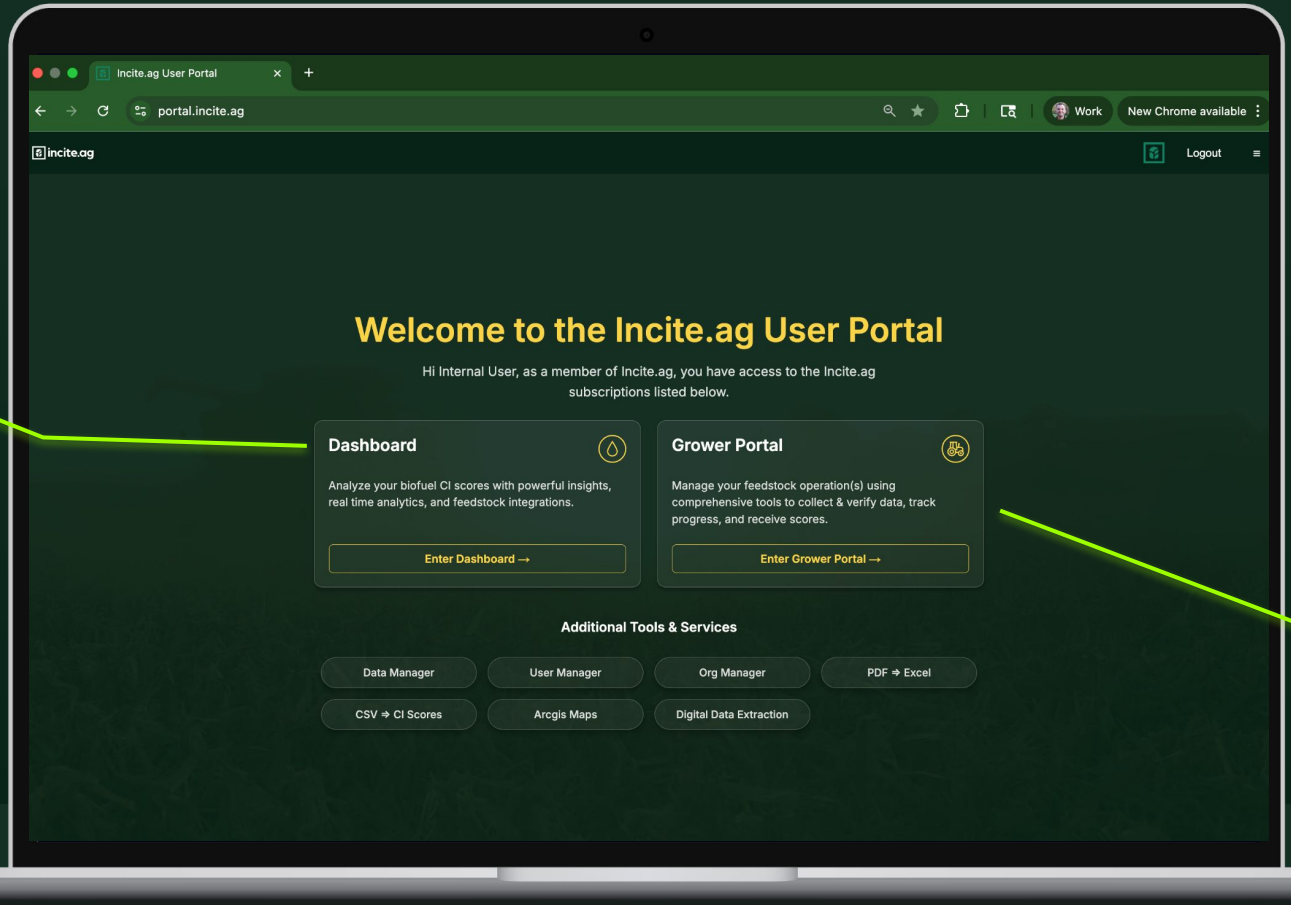
4

Custom Software Solutions

Every ethanol plant is unique and a one-size fits-all software rarely meets all one's needs. Incite.ag's custom tech development allows tools to be built *by* you, *for* you

2025 CARBON INTENSITY SCORING SOFTWARE COMPANY OF THE YEAR incite.ag Awarded by Agri

Fuel Scoring, Program Management & Analytics



Farmer Ecosystem & Feedstock CI

Enhanced CI Dashboard

incite.ag

2025 CARBON INTENSITY SCORING SOFTWARE COMPANY OF THE YEAR incite.ag Awarded by AgriTech

Executive Snapshots

Multi Model Scoring

45Z Credit Estimator

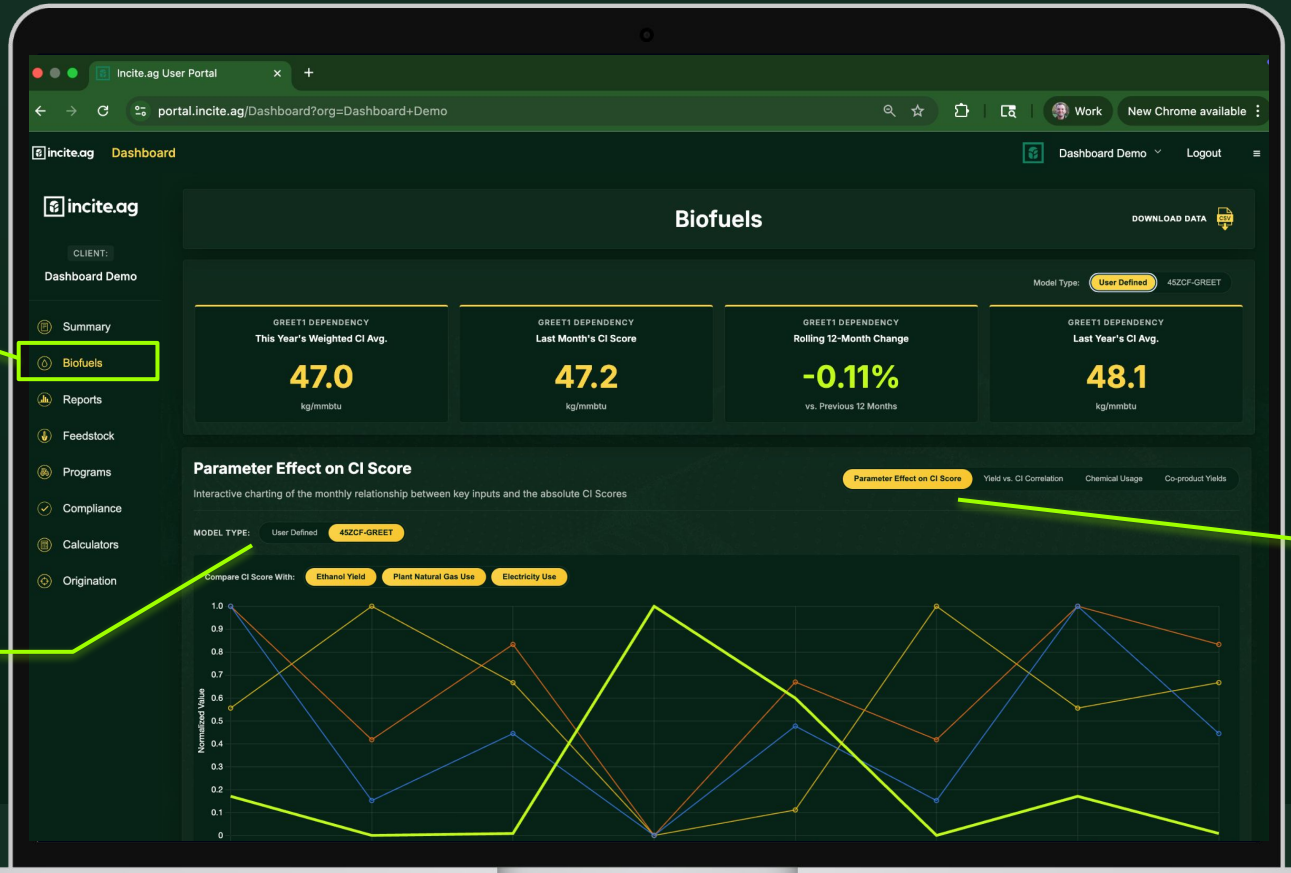
Trendlines & Performance

Award Winning CI Scoring Software

incite.ag

2025 CARBON INTENSITY SCORING SOFTWARE COMPANY OF THE YEAR incite.ag Awarded by AgFi

Biofuel Scoring Drill Down

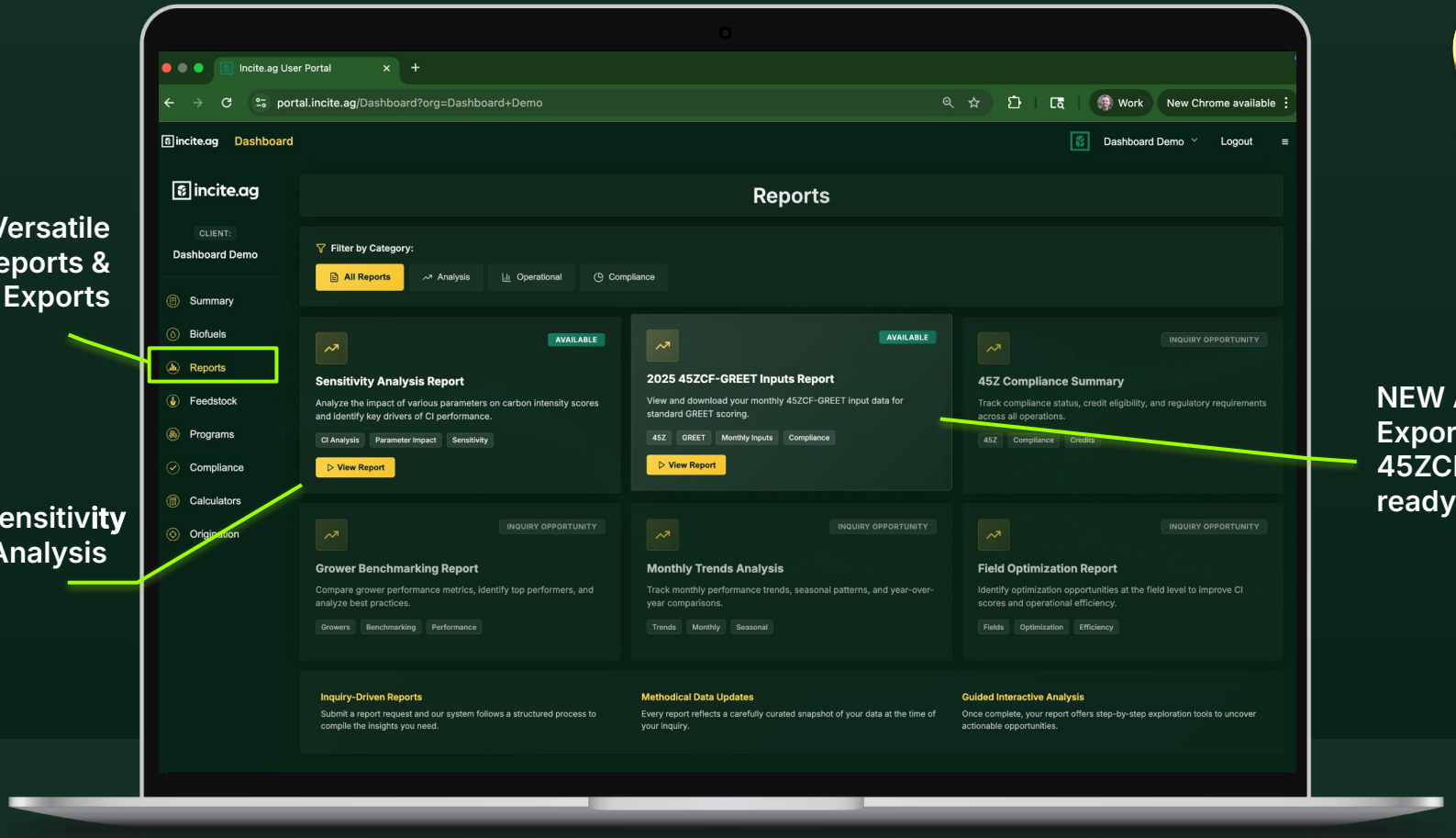


Multi-Method Scoring

At-A-Glance Analytics, Trends, Performance, and correlations

End User Analytics

incite.ag



Versatile Reports & Exports

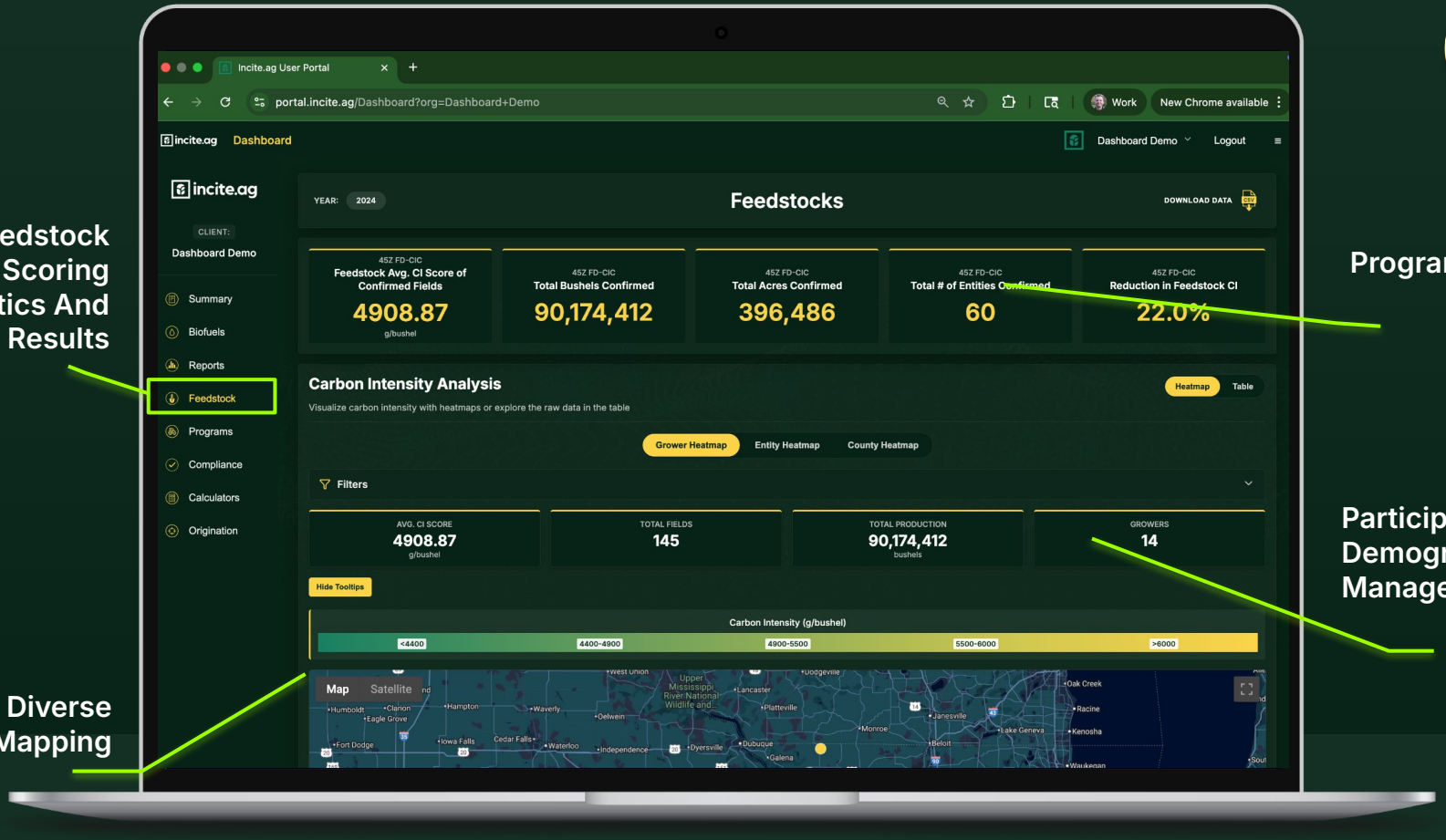
Sensitivity Analysis

NEW Auto Export of 45ZCF GREET ready Inputs

2025 CARBON INTENSITY SCORING SOFTWARE COMPANY OF THE YEAR incite.ag Awarded by Agri

Customized Reporting

incite.ag



Feedstock Scoring Analytics And Results

Program KPIs

Participant Demographics & Management Types

Diverse Mapping

Feedstock Management & Grower Portal

2025 CARBON INTENSITY SCORING SOFTWARE COMPANY OF THE YEAR incite.ag

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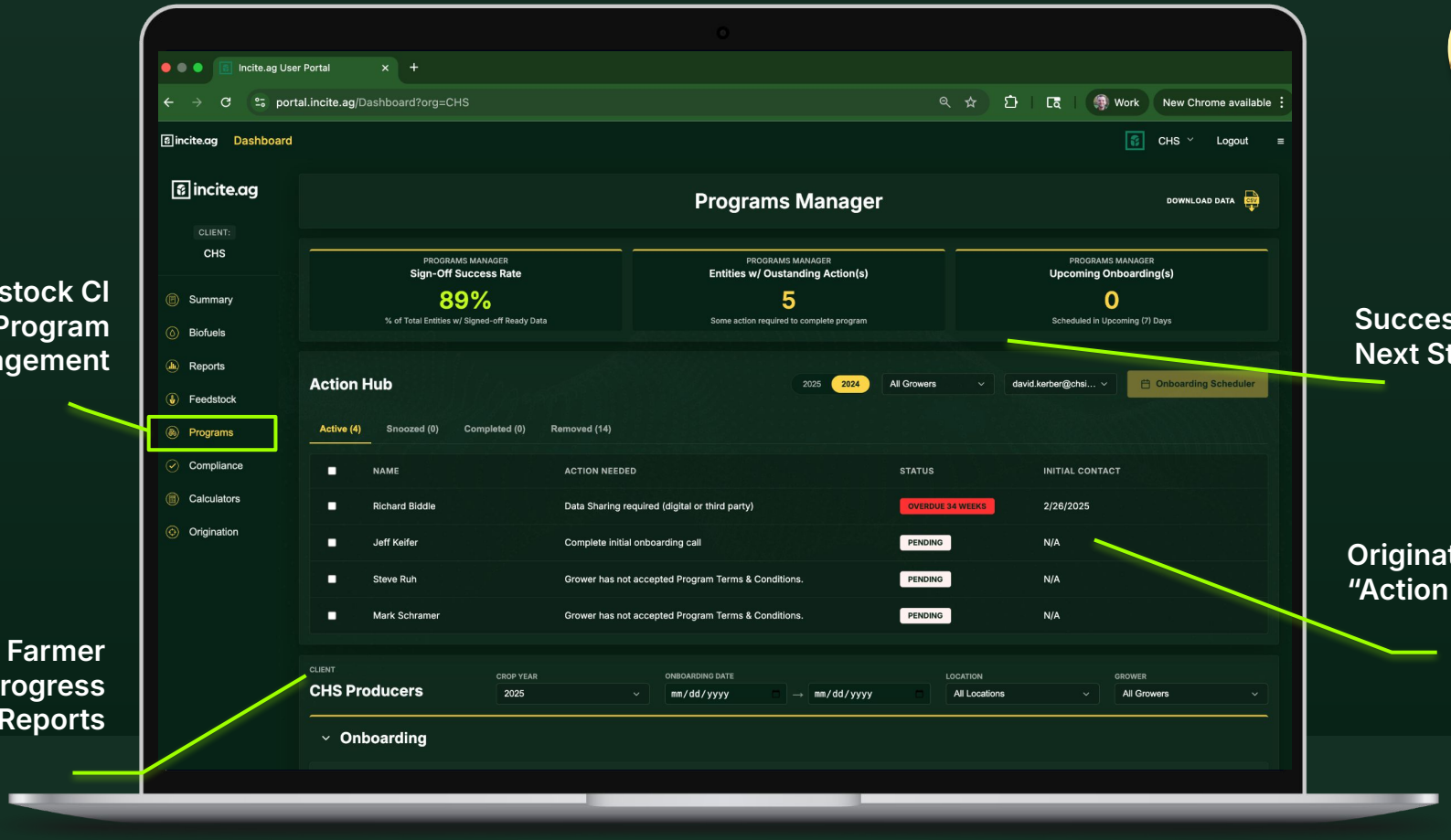

Feedstock CI Program Management

Explicit Farmer CI Progress Reports

Success Rates & Next Steps

Origination Team "Action Hub"

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In-Platform Program Management

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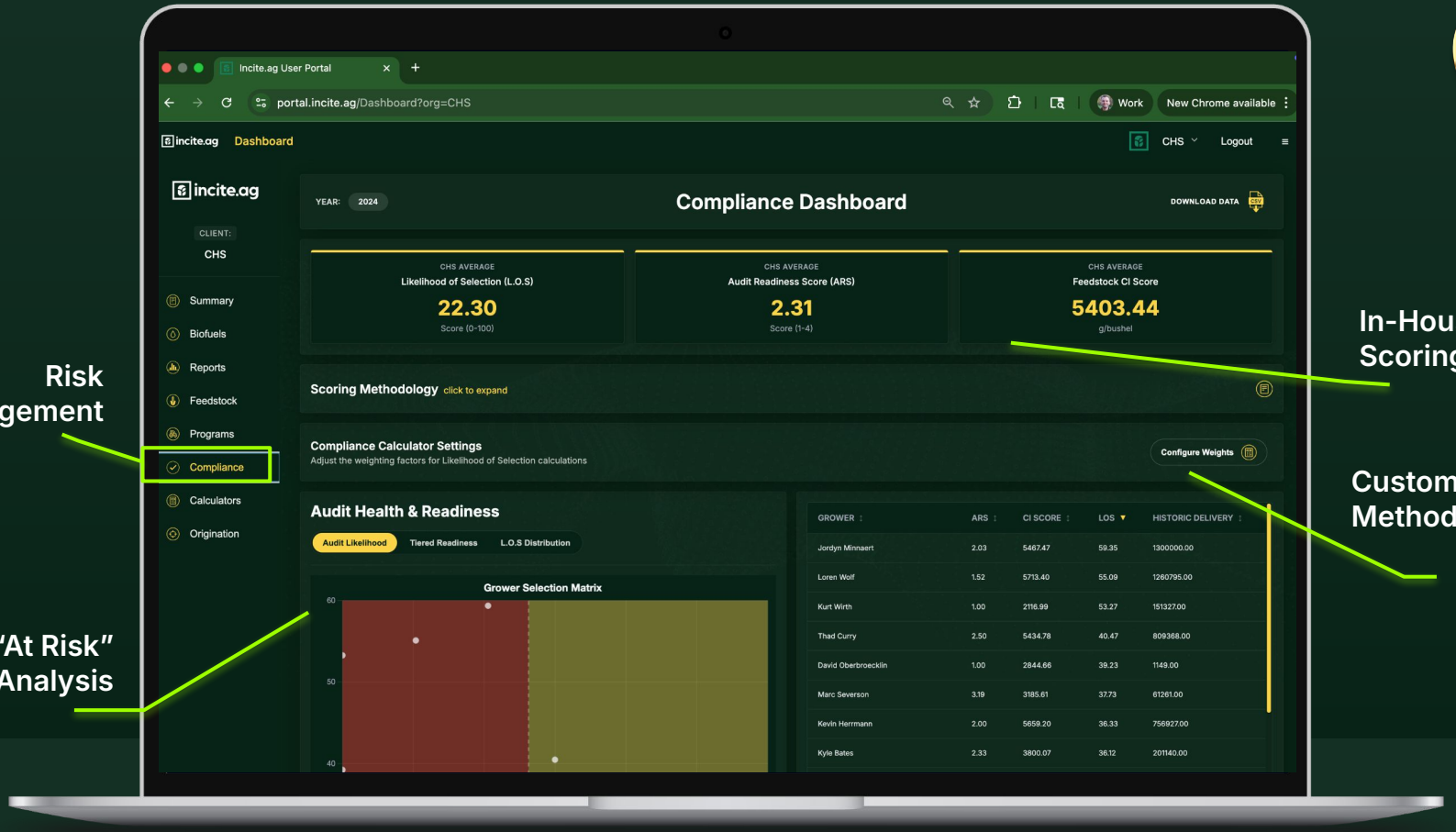

Risk Management

"At Risk" Analysis

In-House Risk Scoring

Customizable Methodology

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Advanced Risk Modeling

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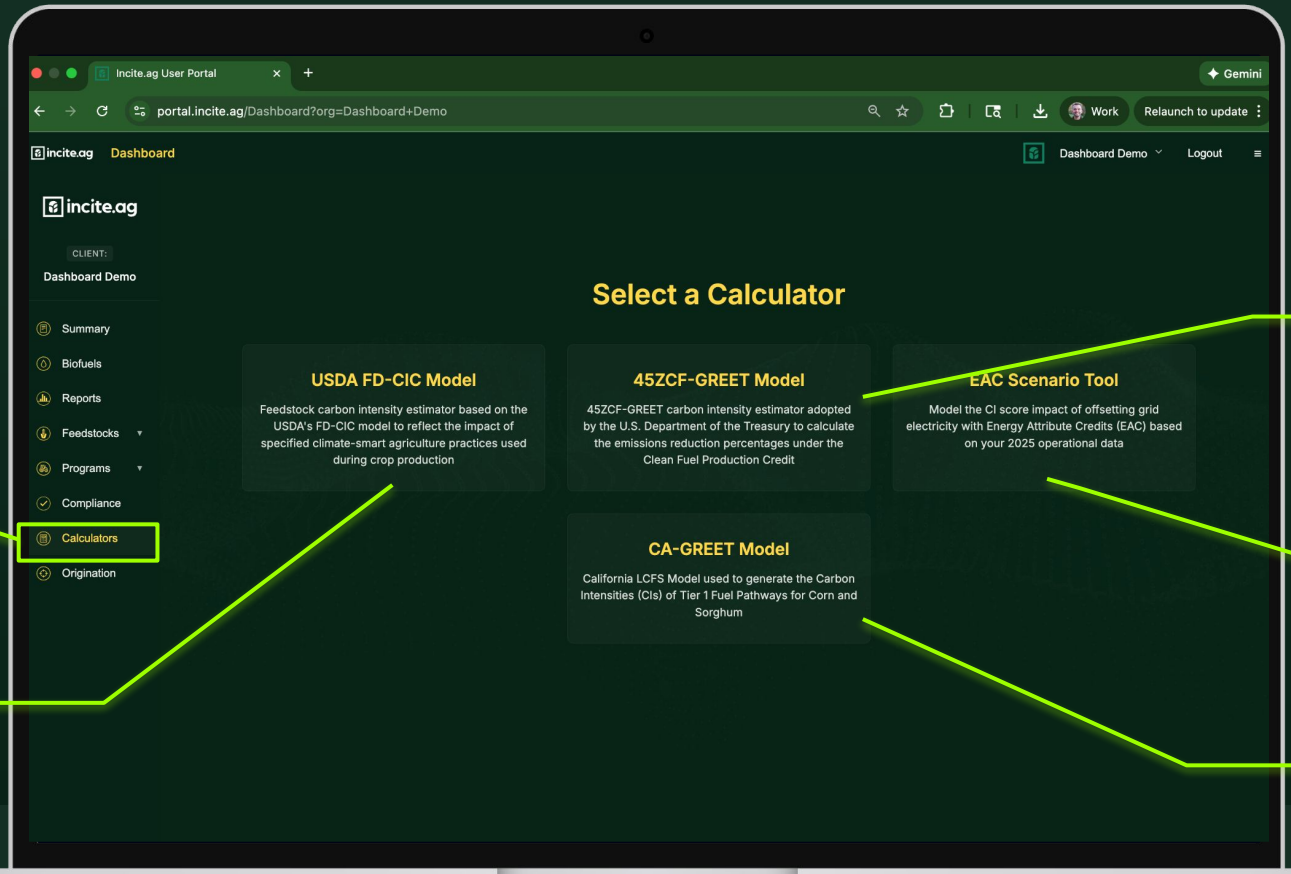

In House GREET Calculators

Feedstock CI Scoring

Bug-Free 45ZCF-GREET Calculator

Specialized Scenario Modeling

Multi Model Scoring

Custom Scenario Calculators

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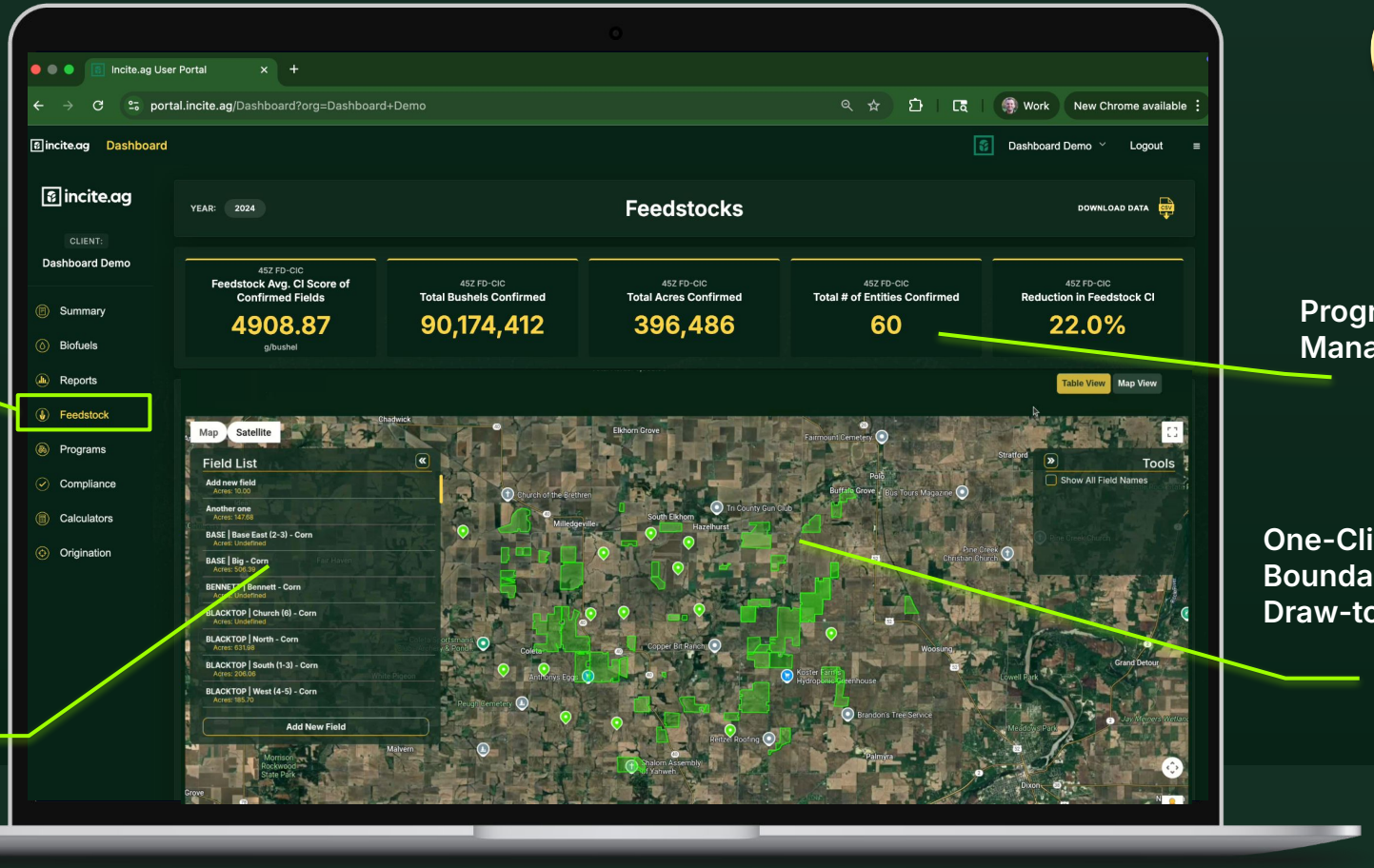
Feedstock Geolocation Analytics and Results

Visualize Best Available Geolocation

Program Manager KPIs

One-Click Field Boundary Creator or Draw-to-Define



One-Click Frictionless Boundary Generator

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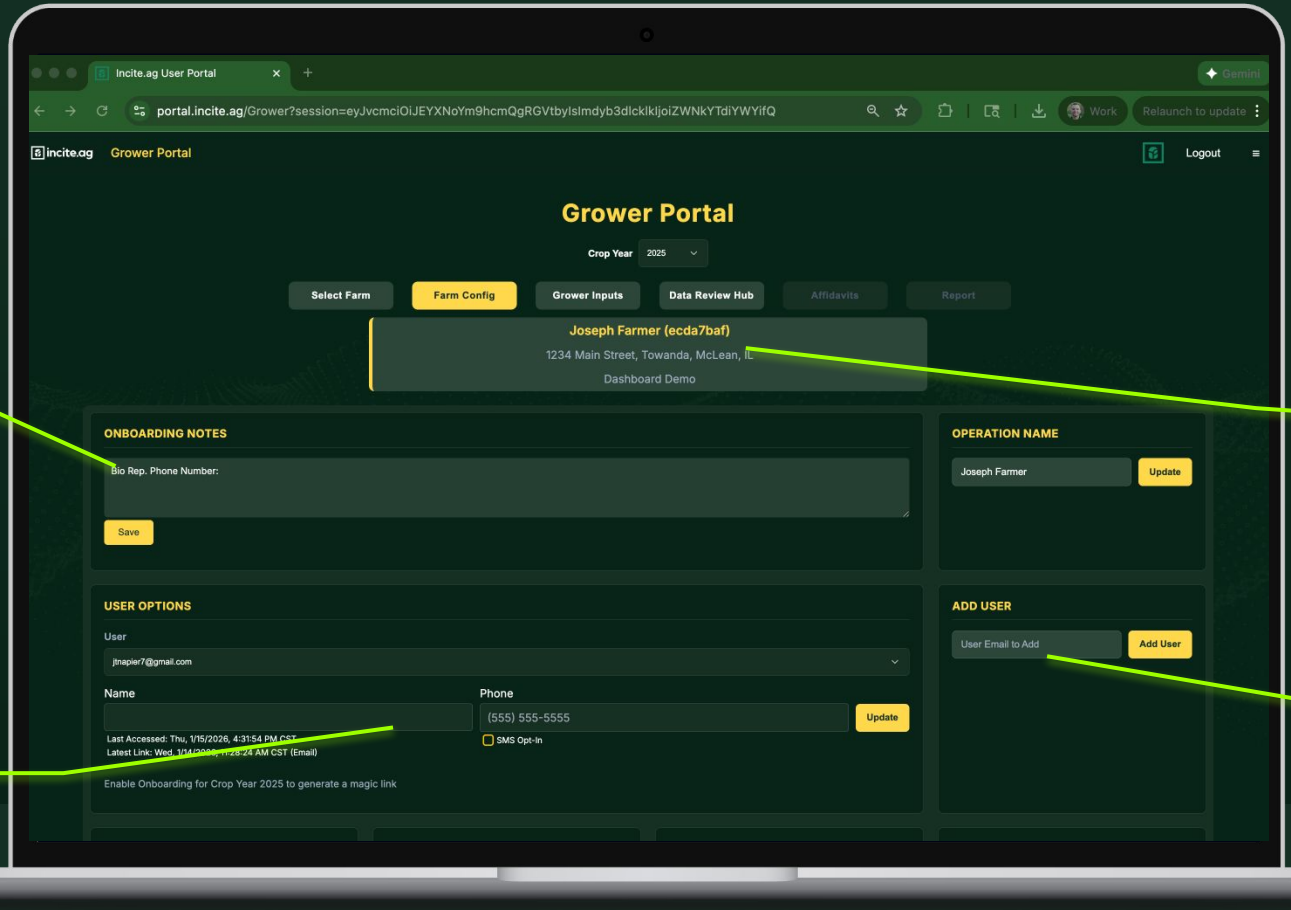
Admin Only Notes

Instant Portal Access via Mobile or Desktop



Personalized Tracking

Multi-Entity Flexibility

Admin-Only Program Management

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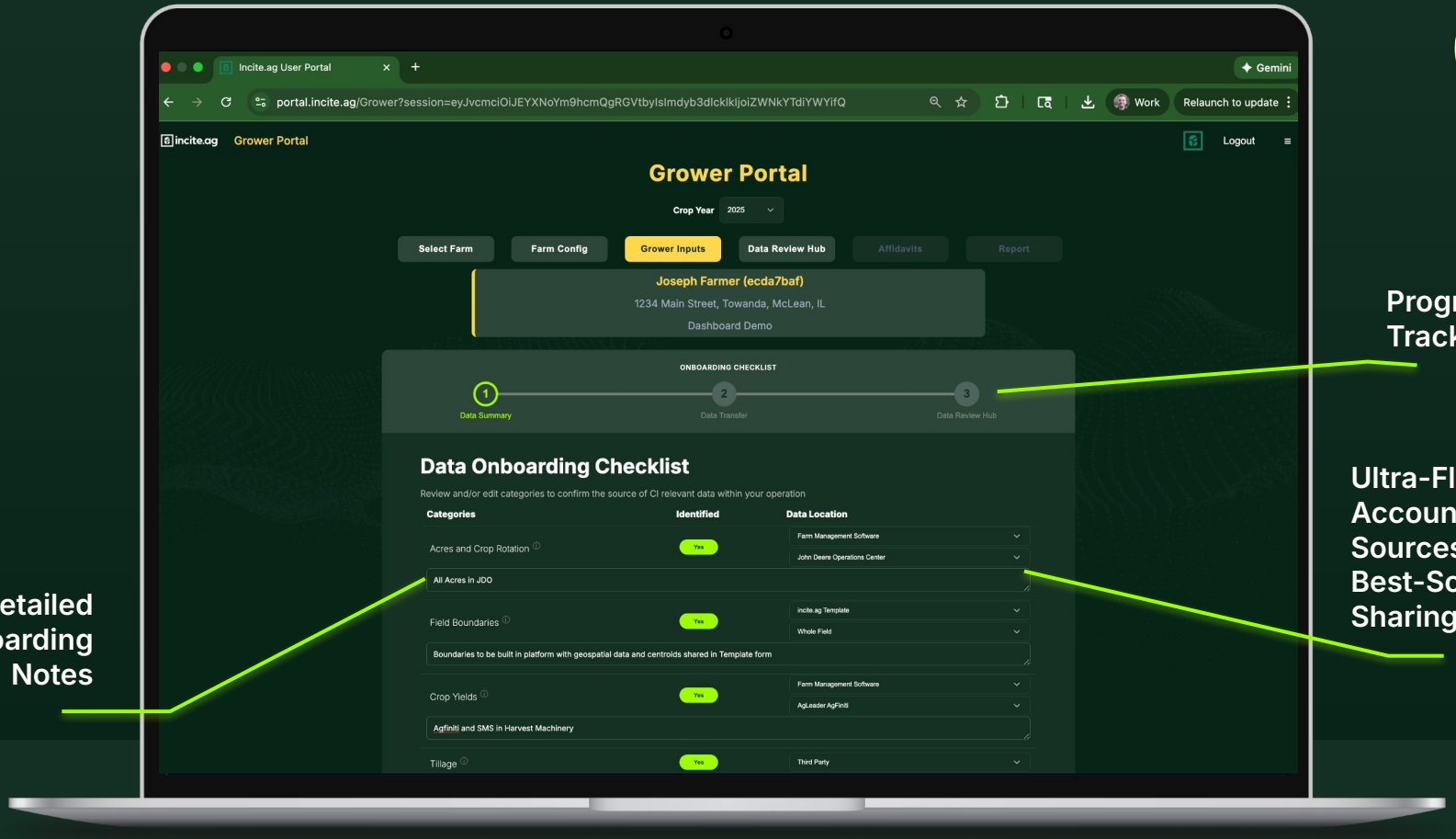

Progress Tracker

Ultra-Flexible Accounting for Data Sources & Best-Solutions for Sharing

Detailed Onboarding Notes

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Streamlined Onboarding & Personalized Operation Evaluation

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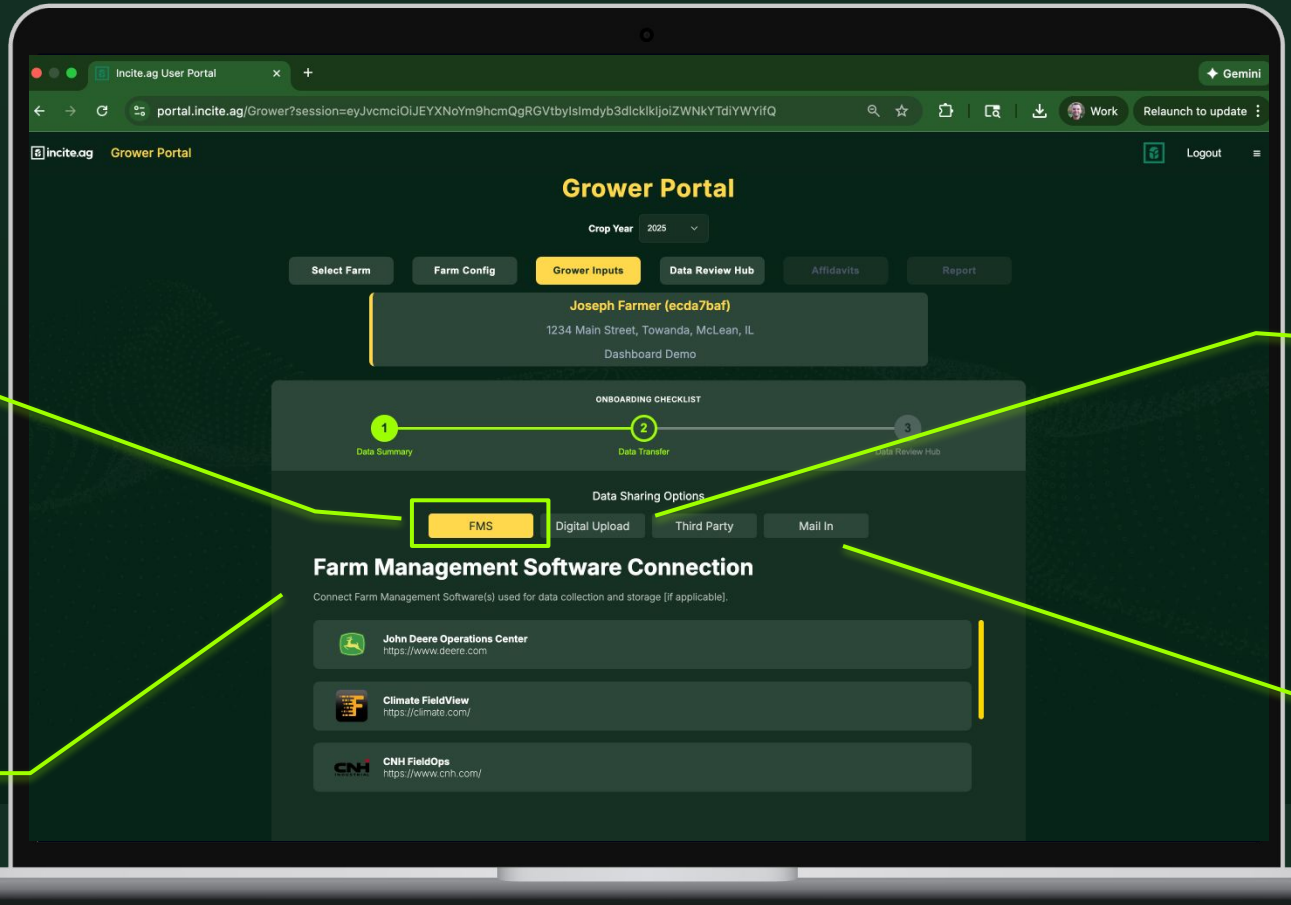
One-Click Data Sharing Via FMS

All Major FMS' Represented

Data Sharing Alternatives

Analog Mail In Data Option for Low-Tech Participants



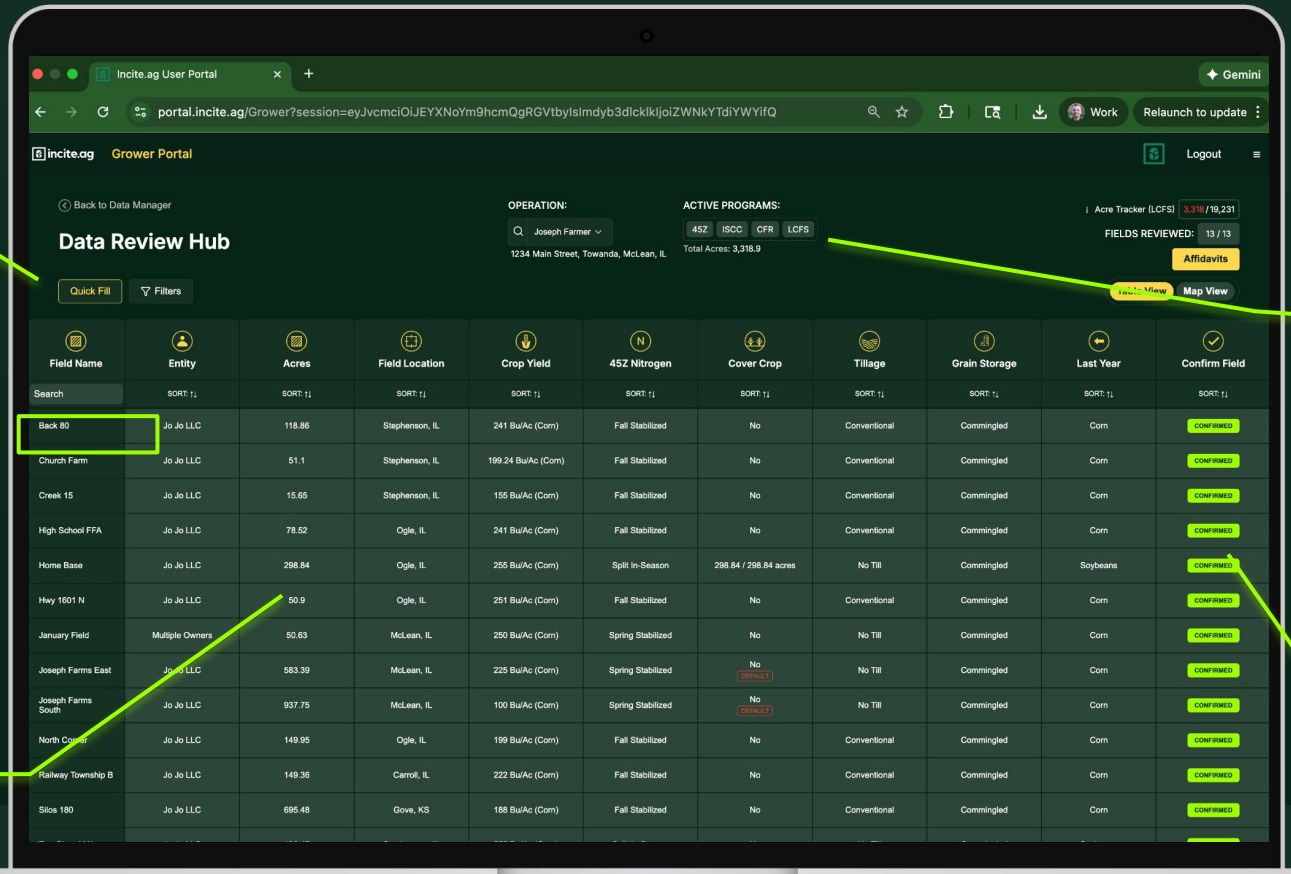
One Click Data Sharing

Rapid Fill and Filter Options

Visualize Operation in CI Context

Multi Program Stacking

Field by Field Farmer Review and Confirmation of Accuracy



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Participant-led Data Review and Attestation

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Comprehensive Practice Attestation

Verification-Ready Formatting

Field by Field Crop Plans

Source Data and Support Documentation

45Z Compliance
Audit-Ready Data
Complete Reports & Attestations

Automated Compliance Reporting

CHRISTIANSON CPAs & Consultants

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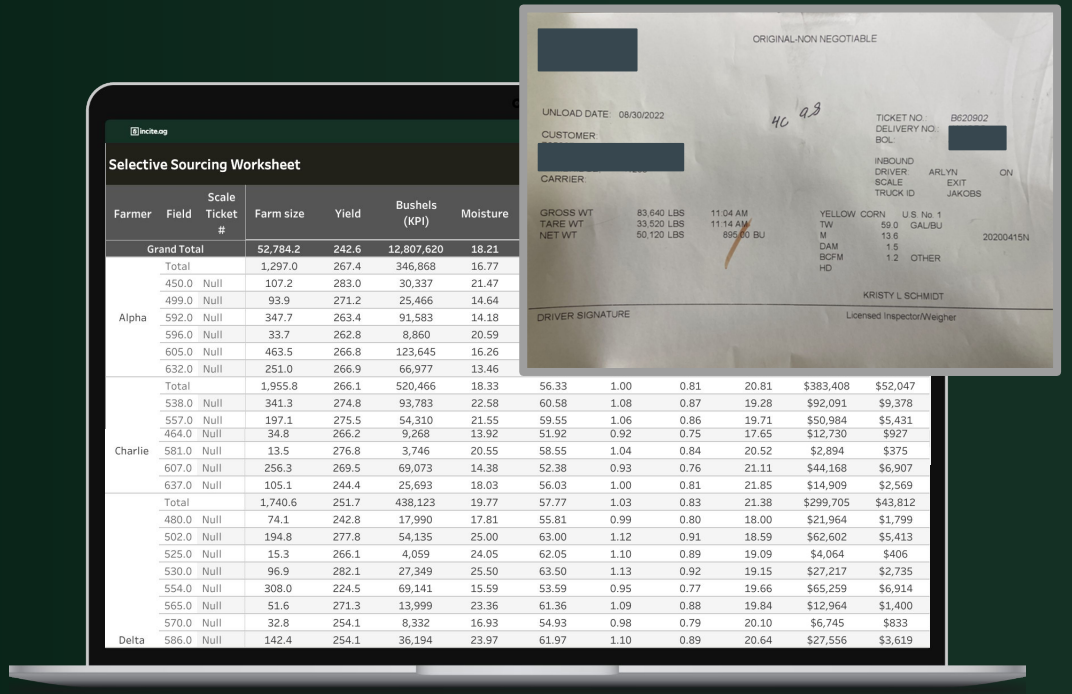
Integrations

incite.ag has Integrated with the primary ERP system for over 93 ethanol plants

- **Key Data Captured:**
  - Delivery Date
  - Time
  - Scale Ticket #
  - Scale Ticket image
  - User/Farmer ID
  - KPI's

NOTE: Audit readiness and integration requirements subject to change with downstream market / guidelines



Farmer	Field	Scale Ticket #	Farm size	Yield	Bushels (KPI)	Moisture					
Grand Total			52,784.2	242.6	12,807,620	18.21					
Alpha	Total		1,297.0	267.4	346,868	16.77					
	450.0	Null	107.2	283.0	30,337	21.47					
	499.0	Null	93.9	271.2	25,466	14.64					
	592.0	Null	347.7	263.4	91,583	14.18					
	596.0	Null	33.7	262.8	8,860	20.59					
	605.0	Null	463.5	266.8	123,645	16.26					
	632.0	Null	251.0	266.9	66,977	13.46					
Charlie	Total		1,955.8	266.1	520,466	18.33	56.33	1.00	0.81	20.81	$383,408	$52,047
	538.0	Null	341.3	274.8	93,783	22.58	60.58	1.08	0.87	19.28	$92,091	$9,378
	557.0	Null	197.1	275.5	54,310	21.55	59.55	1.06	0.86	19.71	$50,984	$5,431
	464.0	Null	34.8	266.2	9,268	13.92	51.92	0.92	0.75	17.65	$12,730	$927
	581.0	Null	13.5	276.8	3,746	20.55	58.55	1.04	0.84	20.52	$2,894	$375
	607.0	Null	256.3	269.5	69,073	14.38	52.38	0.93	0.76	21.11	$44,168	$6,907
	637.0	Null	105.1	244.4	25,693	18.03	56.03	1.00	0.81	21.85	$14,909	$2,569
Delta	Total		1,740.6	251.7	438,123	19.77	57.77	1.03	0.83	21.38	$299,705	$43,812
	480.0	Null	74.1	242.8	17,990	17.81	55.81	0.99	0.80	18.00	$21,964	$1,799
	502.0	Null	194.8	277.8	54,135	25.00	63.00	1.12	0.91	18.59	$62,602	$5,413
	525.0	Null	15.3	266.1	4,059	24.05	62.05	1.10	0.89	19.09	$4,064	$406
	530.0	Null	96.9	282.1	27,349	25.50	63.50	1.13	0.92	19.15	$27,217	$2,735
	554.0	Null	308.0	224.5	69,141	15.59	53.59	0.95	0.77	19.66	$65,259	$6,914
	565.0	Null	51.6	271.3	13,999	23.36	61.36	1.09	0.88	19.84	$12,964	$1,400
	570.0	Null	32.8	254.1	8,332	16.93	54.93	0.98	0.79	20.10	$6,745	$833
	586.0	Null	142.4	254.1	36,194	23.97	61.97	1.10	0.89	20.64	$27,556	$3,619

Pictured: Scale ticket archive and selective sourcing worksheet for ethanol merchandiser with sample scale ticket image [Demo environment]

II. TERMS AND CONDITIONS

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

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

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

Accept All Terms and Conditions Within Section as Written (Initial)	Exceptions Taken to Terms and Conditions Within Section as Written (Initial)	**Exceptions:** (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
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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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discretion, to select only the top scoring bidders to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Corporate Overview, Technical Response, and Cost Sheets. The presentation process will allow the bidders to demonstrate their solicitation response offering, explaining and/or clarifying any unusual or significant elements related to their solicitation responses. Bidders' key personnel, identified in their solicitation response, may be requested to participate in a structured interview to determine their understanding of the requirements of this solicitation response, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their solicitation responses.

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

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

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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III. VENDOR DUTIES

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

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

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

Accept All Vendor Duties Within Section as Written (Initial)	Exceptions Taken to Vendor Duties Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
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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
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
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:

124065 O5

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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IV. PAYMENT

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

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

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

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

PB

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:	Incite AgPro LLC "incite.ag"
ADDRESS:	21950 Ridge Rd Sterling IL 61081
PHONE:	815 315 7506
EMAIL:	preston@incite.ag
BIDDER NAME & TITLE:	Preston Brown – President
SIGNATURE:	
DATE:	2-26-26

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