

February 21, 2026

Nebraska Department of Water, Energy, and Environment
Attn: Procurement Evaluation Committee
RFP 124065 O5 – ONE RED Ag Data Bank & Grants Program
Lincoln, Nebraska

Dear Evaluation Committee Members,

Carbon A List dba Transform Ag (Transform Ag) is pleased to submit our proposal for the **ONE RED Ag Data Bank and Grants Program (RFP 124065 O5)**. We appreciate the opportunity to partner with NDWEE to design, implement, and operate a secure, compliant, and producer-centered platform that advances a cornerstone component of the ONE RED initiative—one that directly enables measurable, durable emissions reductions in Nebraska agriculture while maintaining producer trust and program integrity.

Transform Ag brings **trust, experience and an assurance-first, agriculture-centered approach** to the design and operation of the Carbon Intensity (CI) Data Bank and the associated Regenerative and Precision Agriculture Grants Program. Transform Ag has direct and relevant experience in running farmer-first programs to bring value through on-farm emissions reductions and decarbonization.

We know and appreciate the importance of system development, daily operations, CI score validation, grant workflow management, payment processing, audit readiness, and farmer support. We are prepared to deliver and manage an integrated Ag Data Bank and grant administration system that functions reliably, transparently, and in full alignment with state and federal requirements.

Transform Ag is partnering with Verity for this proposal. Together, Transform Ag and Verity are uniquely positioned to deliver this program **quickly, accurately and at scale**. Compliance and risk mitigation are foundational to our approach. The proposed platform is designed to meet NIST cybersecurity standards, support GREET-based CI score validation, retain and reconstruct historical data for audit purposes, and ensure rigorous financial controls around identity verification, payment authorization, and reconciliation. We have structured our financial controls and oversight framework to ensure accuracy, accountability, and audit readiness from day one.

We recognize NDWEE's expectation that administrative and operational costs remain disciplined in order to maximize funding available to Nebraska producers. Our implementation and operating model is intentionally efficient, scalable, and aligned with the program's goal of enrolling up to 10,000 producers over the contract term. By combining structured governance, automated validation workflows, and strong internal controls, we deliver a system that supports growth while maintaining cost integrity.

Farmer experience is central to program success. The proposed single, integrated portal is designed for ease of use, clear communication, and practical decision support. We will serve as the first point of contact for farmers, providing support, structured training resources, and oversight mechanisms that ensure consistent CI score submission and validation processes.

Transform Ag is committed to serving as a trusted implementation partner to NDWEE—one that reduces program risk, supports regulatory and audit needs, and delivers real value to Nebraska farmers and communities. We appreciate your consideration of this proposal and welcome the opportunity to further discuss our approach.

Sincerely,

Chandler Mazour

Director of Farmer & Partner Success

Carbon A List dba Transform Ag

Chan@transformf2c.com

Bidder: Carbon A List, LLC dba Transform Ag

Address: P.O. Box 42, Morrisville, NC 27560

Cover sheet

This document includes the compilation of all mandatory requirements for submission in response to RFP 124065 O5 – ONE RED Ag Data Bank & Grants Program.

Mandatory Requirements	
1.	Corporate Overview;
2.	Technical Response (<i>See Attachment A</i>);
3.	Completed Cost Sheet;
4.	Completed Solicitation Sections II through IV; and
5.	Contractual Agreement Form signed manually in ink or by DocuSign.
6.	Letters of support

Bidder:

Carbon A List, LLC dba Transform Ag (Transform Ag)

Address:

P.O. Box 42

Morrisville, NC 27560

Primary Contact:

Chandler Mazour

Director of Farmer & Partner Success

Carbon A List dba Transform Ag

402-803-8055

chan@transformf2c.com

Authorized Representative: Nicholas Goeser

Title: Managing Director

Organization: Carbon A List dba Transform Ag

Bidder: Carbon A List, LLC dba Transform Ag

Address: P.O. Box 42, Morrisville, NC 27560

Executive Summary

Carbon A List, LLC dba Transform Ag proposes to serve as the fiduciary and administrative lead for Nebraska’s ONE RED Ag Data Bank and Grants Program, delivering a secure, scalable, and farmer-centered platform that integrates carbon intensity (CI) data management, grant administration, payment processing, compliance oversight, and audit-ready reporting into a unified enterprise system.

Transform’s approach combines experienced grant administration and financial stewardship and partnership with Verity’s (as a sub-contractor) proven agricultural software platform to rapidly deploy a trusted statewide CI Data Bank and Grants Digital Interface. The system enables NDWEE-approved service providers to securely submit verified CI scores and cropping data, while producers access a clear dashboard to monitor scores, grant participation, and real-time payment status. The platform is designed with strict data sovereignty protections, per-producer database isolation, encryption in transit and at rest, role-based access controls, and annual independent cybersecurity audits aligned with appropriate frameworks.

A core strength the Transform Ag and Verity platform support proposal is its disciplined fiduciary and compliance infrastructure. A fully integrated Enterprise Resource Planning (ERP) system and Contract Lifecycle Management (CLM) platform ensure segregation of duties, dual-authorization ACH payment controls, IRS reporting compliance, and real-time tracking. Automated payment rules engines, reconciliation dashboards, and audit-ready documentation provide NDWEE with full transparency and control.

The project is structured in phased implementation from 2026 through 2030, beginning with administrative readiness and infrastructure build, followed by pilot payment deployment, full-scale enrollment expansion, audit stabilization, and long-term sustainability planning. The system is designed to scale to thousands of producers statewide while maintaining performance reliability (99.5% uptime), cybersecurity integrity, and regulatory compliance.

Transform Ag’s proposal positions the ONE RED program as a strong administrative engine that delivers measurable carbon intensity reductions, transparent public accountability, and efficient producer payments—further establishing Nebraska as a national leader in agricultural emissions-reduction program administration.

Bidder: Carbon A List, LLC dba Transform Ag

Address: P.O. Box 42, Morrisville, NC 27560

Corporate Overview

Organization Overview

A) Bidder Identification and Information

Carbon A List, LLC dba Transform Ag

P.O. Box 42

Morrisville, NC 27560

Carbon A List dba Transform Ag is a Colorado-based limited liability corporation

Incorporated in 2021

The business has changed from a sole proprietorship to a partnership and back to a limited liability corporation.

B) Please see the attached financial statements and most recent audit report.

C) No change of ownership is expected during the 12 months following the solicitation response due date.

D) Office Location:

P.O. Box 42

Morrisville, NC 27560

E) Transform Ag, nor anyone named in the solicitation response, has not had any dealings with the State over the previous three (3) years.

F) Transform Ag does not employ anyone that is or was an employee of the State within the past six (6) months.

G) Transform Ag, nor any proposed subcontractor, has not had a contract terminated for default during the past 5 years.

H) Summary of bidder's corporate experience:

Bidder: Transform Ag

Title: Transforming and Growing Markets for American Farmers

The time period of the project: June 12, 2023-June 12, 2028 (currently planned)

The scheduled and actual completion dates: Currently planned on-schedule completion date of June 12, 2028

The bidder's responsibilities:

Prime awardee responsible for the following:

- Design and manage a structured, milestone-driven agricultural implementation program.

Bidder: Carbon A List, LLC dba Transform Ag

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- Enroll and support farmers in adopting approved conservation and production practices.
- Coordinate partnerships across farmers, processors, NGOs, researchers, and private-sector stakeholders.
- Build and maintain data systems for reporting, verification, and market participation.
- Ensure compliance with cooperative agreements and funding requirements.
- Align incentives, technical assistance, and operational workflows to reduce risk for participants.
- Translate research, pilot programs, and partner goals into scalable, on-farm outcomes.

In addition, Transform has developed the following for implementation across Nebraska and 17 other states.

- I. Expertise implementing secure platforms to handle sensitive data, encryption protocols, cybersecurity best practices, and compliance for federal contracting.
- II. Building a system to handle digital payment systems and integrating automated payment solutions with ACH and check transfers for streamlined payments to farmers.
 1. Implementing a farmer-first program for enrollment, contracting, payments and user experience and interface design to ensure the platform is intuitive, especially for non-technical users. This included technical support through field representatives to support non-technical users.
- III. Successfully deploying and operating a mobile-friendly design to ensure the platform is accessible across devices, particularly for users in rural or remote areas.
 1. Successful customer support through multiple channels with near real-time help for system navigation and technical issues.
- IV. Farmer data collection, processing and reporting for federal payments to farmers across 18 states – including Nebraska.
- V. Reporting to federal agencies and partners
- VI. Sub-contracting to ensure best in class development and support in operating the program

Customer name:

United States Department of Agriculture

Contact: Eric Hansen

Phone number: (202) 590-6902

Facsimile number: N/A

Email address: Eric.Hansen@usda.gov

Original budget: \$82,522,634.00

Currently planned budget: \$82,872,568.00

D) PERSONNEL/MANAGEMENT APPROACH

Transform will serve as the fiduciary and administrative lead for the ONE RED program, with dedicated internal staff responsible for governance, financial management, compliance oversight, and payment operations. The Transform team will include executive project leadership to oversee program delivery and state coordination; a Compliance Director to manage federal and state grant

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requirements, internal controls, and audit readiness; a Finance Director and Senior Accountant to administer fund accounting, reconciliation, reporting, and financial controls; and a Payment Operations Manager to oversee ACH disbursements, IRS documentation (W-9/1099), banking coordination, and payment exception resolution. These core staff will ensure segregation of duties, disciplined fiscal management, and alignment with 2 CFR 200 and applicable state standards. Transform's staffing model emphasizes strong internal controls, transparent reporting, and direct accountability for all funds flowing to producers, while coordinating closely with platform and field partners to maintain operational continuity and compliance integrity throughout the program term.

Title	Deliverable	Scope of Work	Salary (Annual, Fully Loaded)	FTE %	Total Request (4 Years)
Project Leadership	Program Governance & Oversight	Provide executive oversight; serve as primary liaison with NDWEE; oversee strategic direction, risk management, and performance accountability; ensure coordination across Transform, Verity, and subcontractors.	\$215,000	0.75	\$645,000
Compliance Director	Compliance & Regulatory Management	Oversee federal and state grant compliance (2 CFR 200); develop and maintain internal controls; supervise reporting integrity; coordinate audit readiness; manage policy documentation and risk mitigation.	\$200,000	1.00	\$800,000
Finance Director	Financial Management & Fund Accounting	Lead fund accounting; oversee budget tracking and financial controls; supervise reconciliation processes; manage grant financial reporting; coordinate with ERP implementation and audit teams.	\$212,500	1.00	\$850,000
Senior Accountant	Financial Operations & Reconciliation	Execute transaction-level accounting; manage reconciliations; prepare supporting documentation for audits; support financial reporting; monitor grant disbursement accuracy.	\$175,000	1.00	\$700,000
Payment Operations Manager	Disbursement & Treasury Management	Oversee ACH payment workflows; manage W-9 collection and 1099 reporting processes; coordinate with banking partners; monitor payment exceptions; ensure	\$187,500	1.00	\$750,000

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		segregation of duties and payment authorization controls.			
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J) SUBCONTRACTORS

Transform Ag will supplement its core staff with targeted subcontract support to provide specialized expertise, scalability, and compliance reinforcement across the program lifecycle. Specifically, Transform Ag will partner with Verity to deliver platform services. Subcontractors will also deliver reporting and performance monitoring services to support state and federal reporting requirements; procurement and contract management services to ensure adherence to 2 CFR 200 and maintain disciplined vendor oversight; legal counsel to advise on regulatory compliance, liability structuring, and contract development; and audit and financial advisory services to support annual independent reviews and internal control validation. Additional specialized support will include banking and IRS systems integration to configure ACH workflows, tax reporting automation, and treasury controls, as well as fiduciary insurance and bonding coverage. Field services will be delivered through contract-based personnel operating under Transform's supervision to provide scalable producer enrollment and documentation assistance. This subcontract model ensures that Transform maintains strong internal control and accountability while leveraging subject-matter expertise and flexible capacity to meet program demands efficiently and compliantly.

Subcontractor Name	Deliverable	Scope of Work	Estimated Cost	% of Total
Verity	ONE RED CI Data Bank & Grant Platform Development and Operations	Design, configure, and operate the siloed ONE RED CI Data Bank and Grant Program platform; develop CI score intake and GREET validation workflows; build and maintain APIs for FMIS integration; configure grant application and eligibility workflows; implement audit logging and anomaly detection; manage DevOps and cloud hosting; conduct annual cybersecurity and QA audits; provide platform reporting and system maintenance throughout the contract term.	\$4,050,000.00	45%
TBD – Reporting & Monitoring	Federal & State Performance Reporting; KPI Monitoring	Prepare quarterly and annual performance reports; compile CI, acreage, and producer metrics from platform exports; reconcile financial data with ERP; assemble audit documentation; monitor KPIs; support NDWEE/EPA reporting compliance.	\$350,000.00	4%

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TBD – Contracting & Procurement Manager	Contract Administration & Procurement Compliance	Manage ASP, field contractor, and vendor agreements; oversee procurement compliance (2 CFR 200); maintain contract lifecycle tracking in CLM; track contract ceilings and amendments; coordinate vendor documentation and insurance verification; support vendor oversight.	\$300,000.00	3%
TBD – Acre-Based Field Support (~\$0.70/acre)	Producer Enrollment & Documentation Support	Provide enrollment assistance to producers; support CI documentation preparation; coordinate with ASPs; ensure data accuracy prior to submission; provide targeted 1:1 and group support; scale services based on ~4,000,000 enrolled acres lifecycle.	\$2,600,000.00	29%
TBD – Legal & Contract Counsel	Legal Structuring & Regulatory Compliance	Develop and review vendor, ASP, and field contracts; advise on fiduciary and liability structure; review regulatory compliance; support dispute resolution; provide state/federal compliance advisory.	\$350,000.00	4%
TBD – Audit & Financial Advisory	Audit Coordination & Financial Compliance Advisory	Coordinate annual independent audits; support financial control documentation; review federal reporting; assist with internal control refinement; provide grant compliance advisory services.	\$250,000.00	3%
TBD – Banking & IRS Systems	Payment System Integration & Tax Compliance Support	Configure ACH integration with ERP; implement W-9 and TIN validation processes; support 1099 reporting system setup; assist with payment reconciliation automation; provide limited ongoing treasury system advisory.	\$150,000.00	2%
TBD – Insurance & Bonding	Fiduciary Insurance & Bond Coverage	Provide fiduciary liability coverage, bonding, and related insurance protections for payment and grant	\$150,000.00	2%

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		administration responsibilities.		
TBD – Enterprise Resource Planning (ERP) System Provider	Grant Financial Management & Payment Infrastructure	Configure and implement ERP system to support grant fund accounting, payment workflow automation, ACH disbursement integration, financial reporting, reconciliation, and internal control documentation. Provide system configuration, integration support, licensing, and ongoing maintenance throughout the contract term.	\$650,000.00	7%
TBD – Contract Lifecycle Management (CLM) System Provider	Contract Management & Compliance Tracking System	Configure and implement CLM system to manage vendor, ASP, and field service contracts; track contract ceilings and amendments; support procurement compliance; maintain documentation workflows; and provide licensing, configuration, and ongoing system support during the contract term.	\$250,000.00	3%
TOTAL			\$9,100,000.00	

Nebraska Readiness and Partner Network

Transform Ag and Verity work with **Nebraska-facing partner categories**, including:

- Nebraska farmers
- Independent agronomic service providers and crop consultants
- Precision agriculture technology and farm management system providers
- Farmer-facing cooperatives, input suppliers, and trusted intermediaries
- Downstream market participants relying on CI-based data
- Soil sampling services, soil testing analysis, and soil information management

These partners already serve **small, medium-sized, and LIDAC-adjacent producers**, enabling rapid onboarding while maintaining producer trust and data integrity.

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Cost Minimization

The project will minimize transaction costs by leveraging the existing extensive networks of the project partners to engage with farmers and scale-focused model—for recruitment, outreach, training, and education— enabling the project to avoid costs associated with identifying interested farmers on an individual basis. The scale-focused model utilizes Transform staff and subcontract support to rapidly grow with the needs of the program.

The project will utilize a scale-focused model to flex and grow to meet the farmer enrollment volume demands of the project. The project will also digitize and minimize manual processes for the creation of low-CI agricultural commodities using Transform Ag’s farmer enrollment and financial processes and Verity’s software platform for the measurement reporting and verification (MRV) services, tracking, and transacting of differentiated commodities based on environmental and social performance metrics. The project will develop, deploy, and disseminate Verity’s flexible and extensible MRV platform for the state of Nebraska that creates efficient market mechanisms to facilitate the monetization and scaling of climate-smart commodities, GHG benefit attributes, and related instruments.

II. Technical Response

A. Understanding of the project requirements

Transform understands that the ONE RED Ag Data Bank and Grants Program require the creation of a secure, compliant, and producer-centered infrastructure capable of administering funding directly to producers.

The project requires two integrated components: (1) a secure CI Data Bank platform to intake, validate, and manage carbon intensity data using GREET-aligned methodologies with full audit logging and cybersecurity safeguards; and (2) a rules-driven grant and payment system that automates incentive calculations and integrates with ACH/direct deposit platforms to deliver timely, accurate payments with real-time tracking and reporting.

Beyond technology, the program demands strong governance, fiduciary controls, audit readiness, contracting oversight, field-level producer support, and disciplined financial management. Success will be measured by payment accuracy and speed, defensible CI validation, transparency, and strict compliance with state and federal requirements.

We understand that ONE RED is focused on implementation of a fully operational, accountable grant administration and data infrastructure that delivers measurable value to Nebraska producers while maintaining the highest standards of public stewardship.

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B. Proposed development approach

Transform proposes to partner with Verity Holdings, LLC (Verity) (in a subcontractor role) to deliver the Nebraska ONE RED Ag Data Bank & Grants Program as an **assurance-first, farmer-centered system** that enables the Nebraska Department of Water, Energy, and Environment (NDWEE) to rapidly establish a trusted statewide foundation for measuring, managing, and reducing agricultural carbon intensity (CI). Transform is partnering with Verity to deliver an approach that aligns technical rigor, audit readiness, and farmer trust so that Nebraska’s investment translates into durable greenhouse gas (GHG) emissions reductions and long-term market value for producers.

Speed-to-Scale and Year-One Baseline Establishment

A defining strength of Transform’s approach is the ability to move quickly from contract execution to meaningful statewide participation. Because Transform and Verity already work with agronomic service providers, precision agriculture technology partners, and farmer-facing intermediaries with active footprints and trusted relationships in Nebraska, the program can be operationalized without a prolonged market education phase.

Transform recommends that **Year One (2026)** explicitly focus on establishing an operational foundation and setting a **Nebraska agricultural carbon intensity baseline, in coordination with NDWEE, if such a baseline does not already exist**. During this period, this project will prioritize:

Establishing operational infrastructure for farmer enrollment, data collection, digital security and ACH payment processing.

- Rapid onboarding of NDWEE-approved CI Score vendors and farmers
- Registration of initial CI scores across a broad and representative set of operations, including small, medium-sized, and LIDAC-adjacent producers
- Documentation of methodologies, assumptions, and data flows to create a defensible, auditable baseline reference point

This baseline year establishes the analytical and operational foundation required to track progress, validate program effectiveness, and confidently achieve the targeted emissions reductions by **2030**.

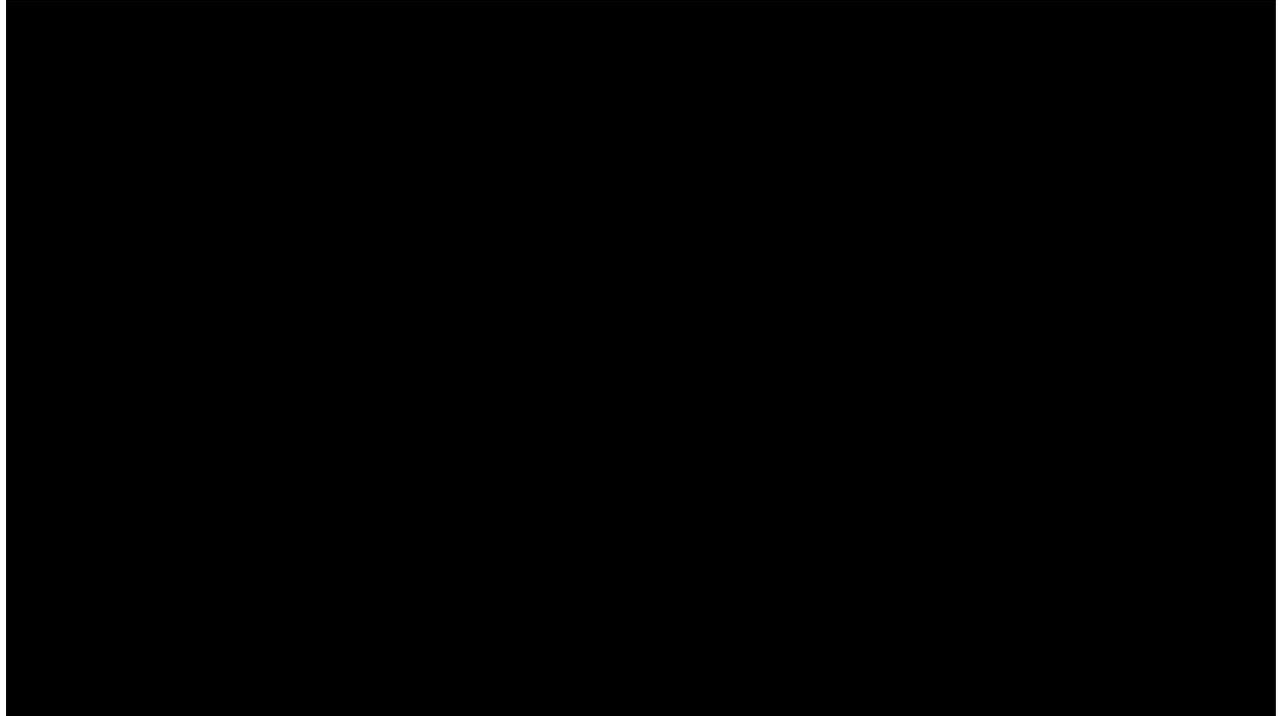
Conclusion

In order to accomplish the compressed timeline and the goals of the project, the Transform Ag team proposes an iterative development approach starting immediately with an off-the-shelf solution from our partnered vendor Verity’s CultivateAI proven/off-the-shelf software for quick deployment for 500 growers in June of 2026 (See **Figure 1. Technical Requirements 2. PI & CI GRANTS DIGITAL INTERFACE**) to enable digital data sharing and reporting in a One Red Enterprise Portal, while in parallel, starting design and development for the completely separate cloud-based ONE RED Ag Data Bank database (See **Figure 1. Technical Requirements 1. Data Bank**).

Figure 1. One Red System Overview with off-the-shelf Grower and Enterprise reporting and separate cloud-based One Red Ag Data Bank Database

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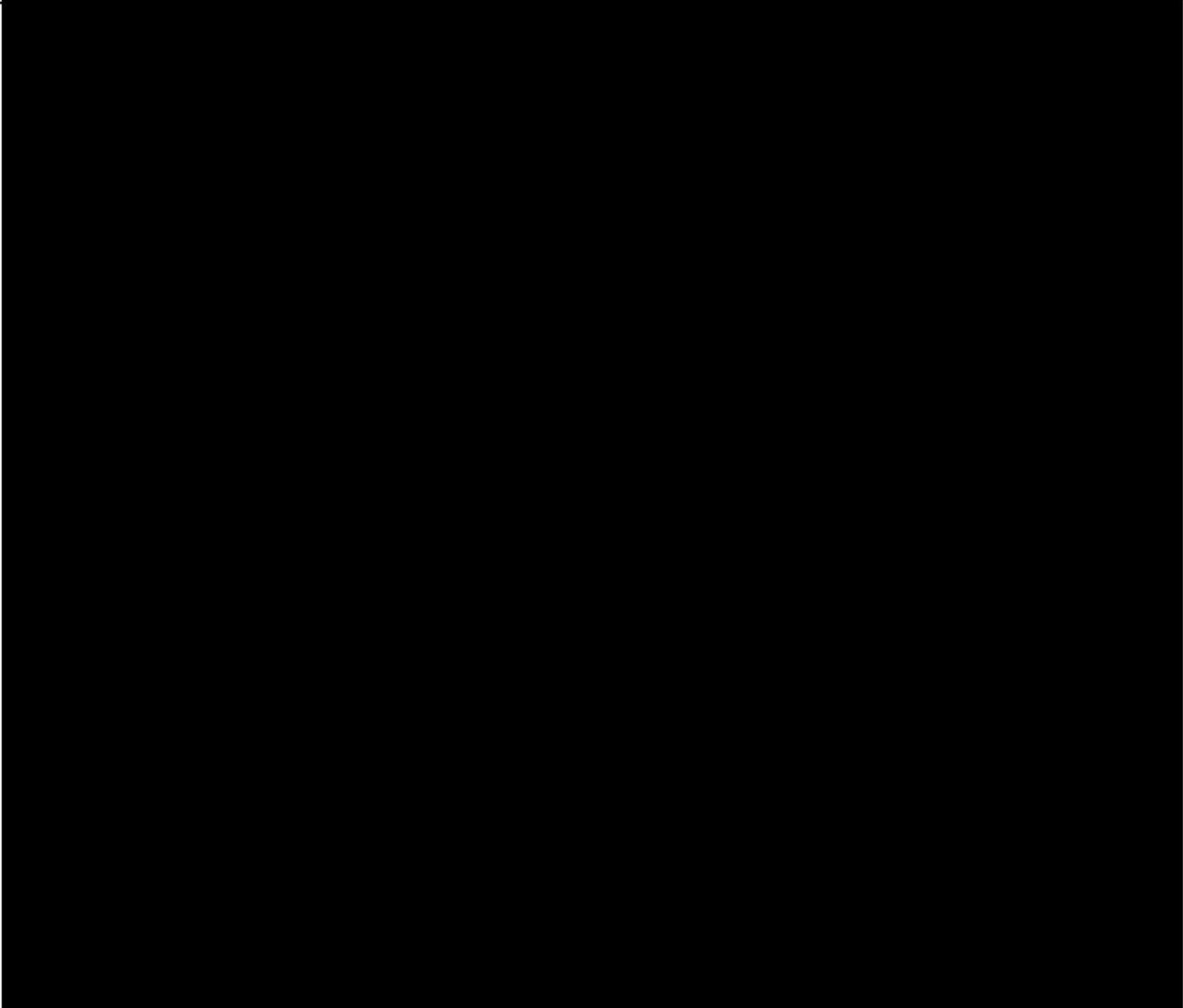
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Attachment A

Technical Requirements

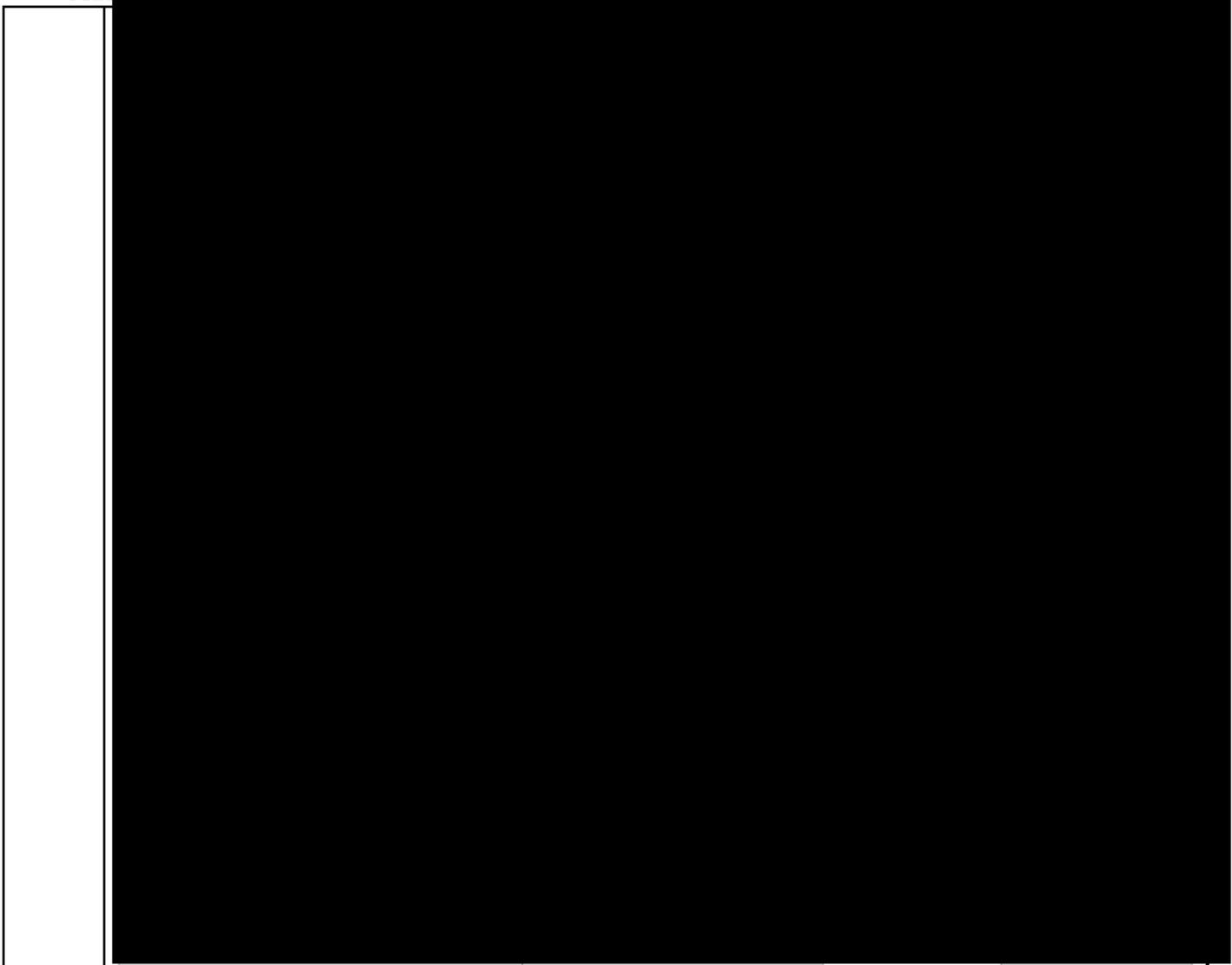
Request for Proposal Number 124065 O5

Bidder Name: Carbon A List dba Transform Ag

1 – DATA BANK TECHNICAL REQUIREMENT RESPONSES	
1.1	Data Bank System Design and Development
	Requirement: Develop a secure, scalable, and user-friendly digital platform that allows third-party approved service providers to upload verified CI scores for participating participants.
1.1.a	

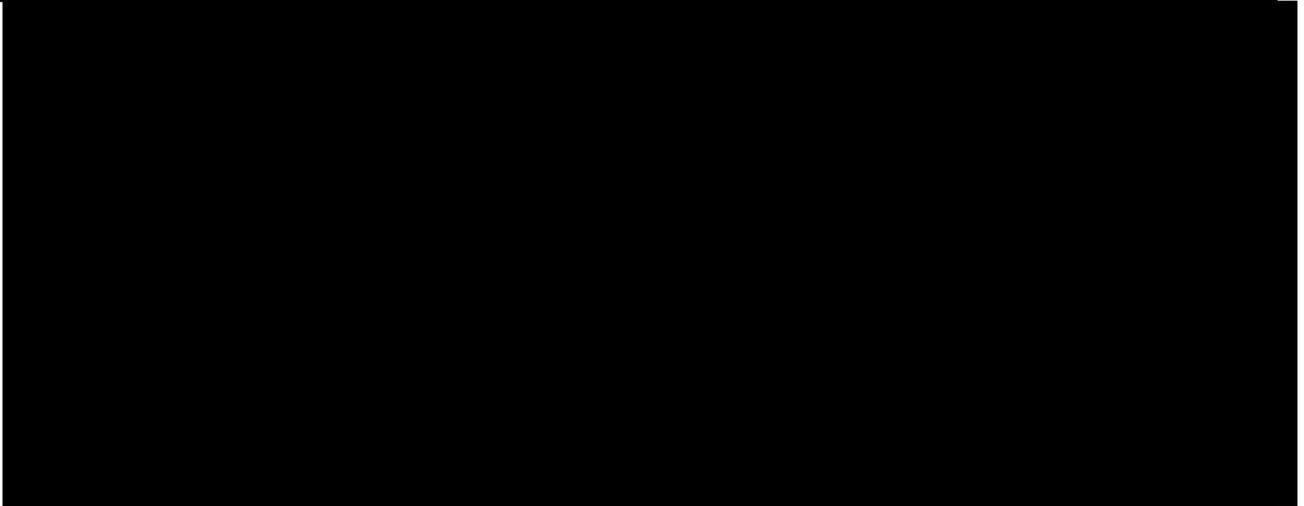
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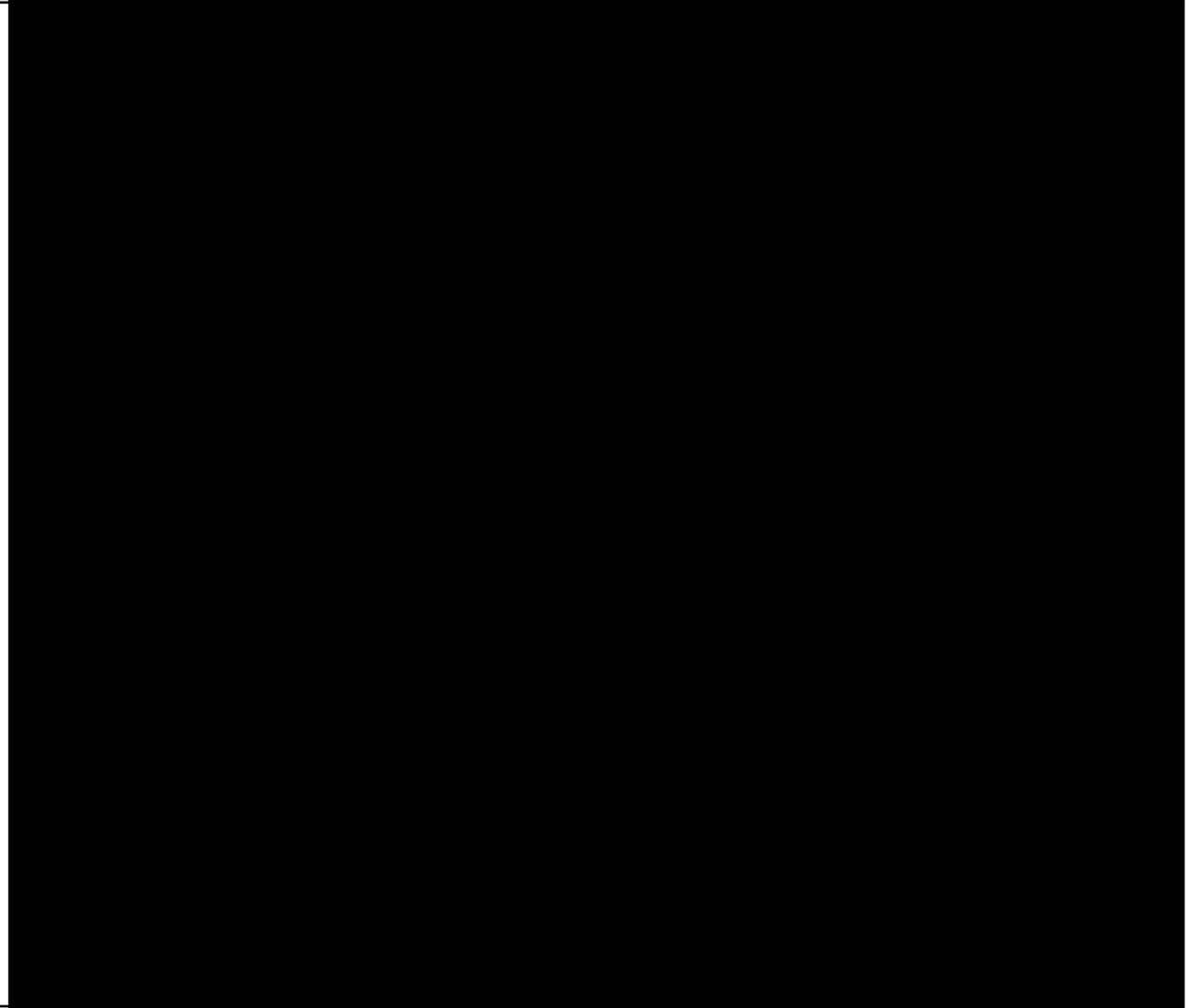
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Requirement: Create an intuitive interface where participants can access their CI scores, track payment status, and monitor their historical data.

1.1.b



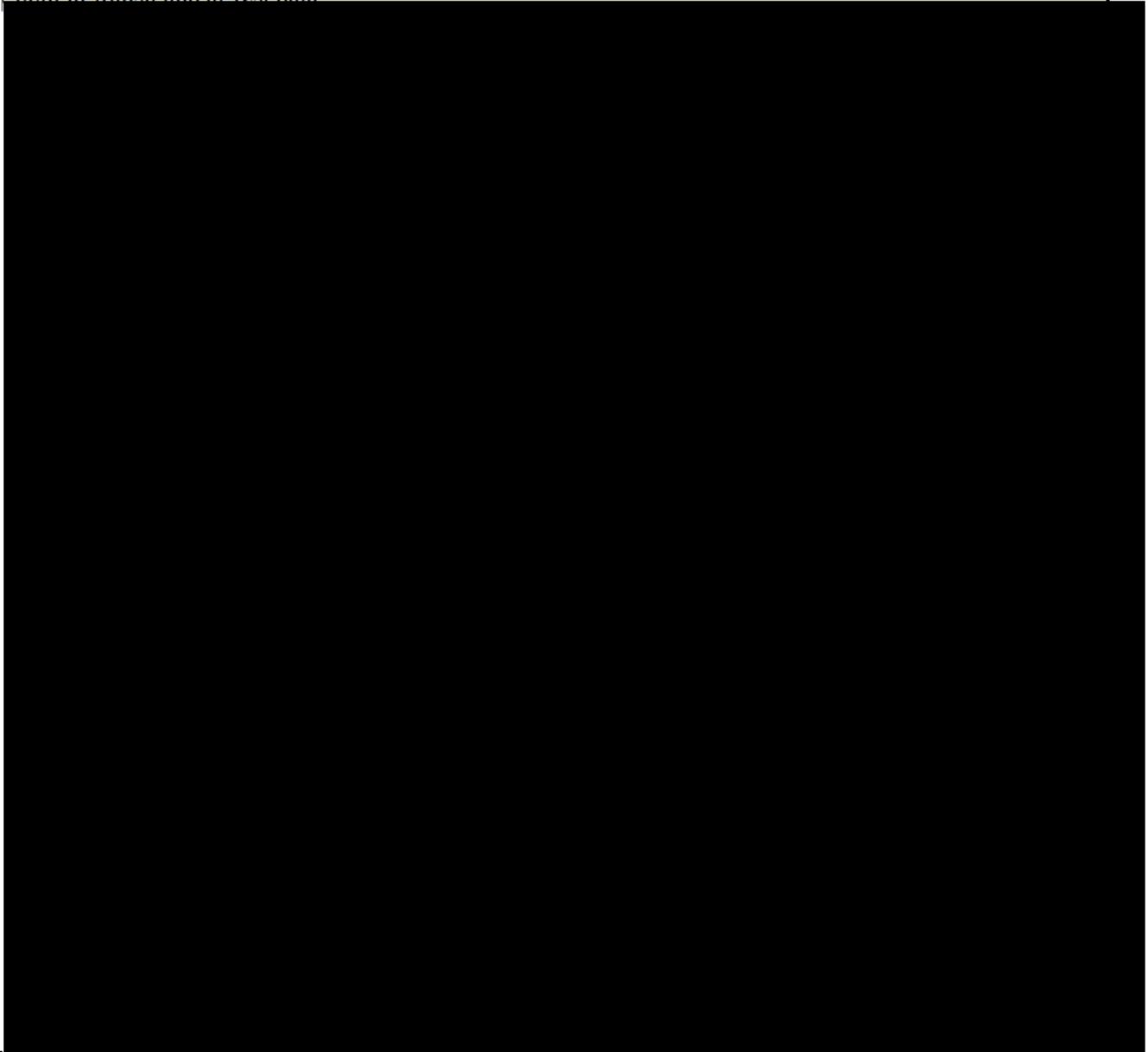
	
1.1.c	<p>Requirement: Design a backend system capable of storing and organizing large volumes of CI score data, with advanced search, filtering, and reporting capabilities.</p> 

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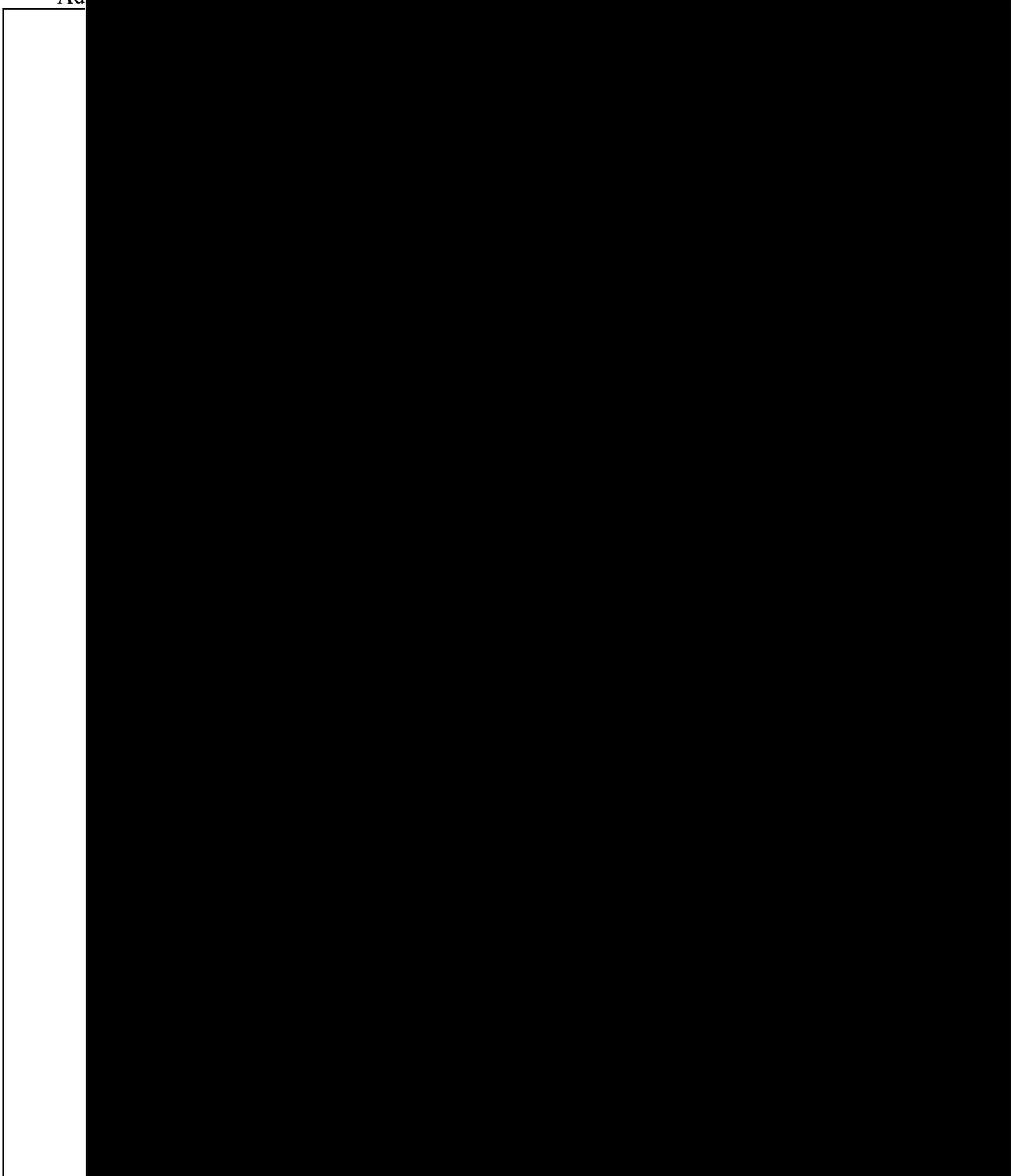
Requirement: Integrate a payment system that automates the issuance of incentive payments once a valid CI score has been received, verified, and confirmed.

1.1.d

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

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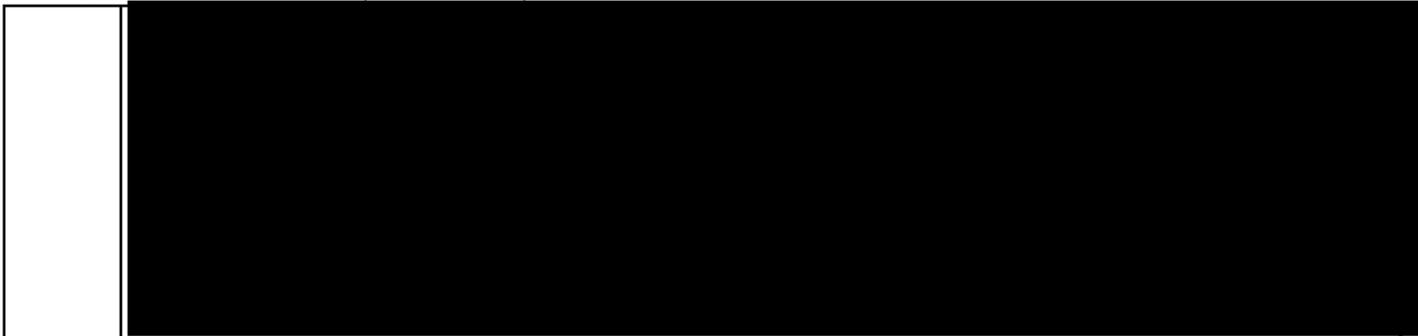
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Requirement: Authenticate and verify third-party approved service providers to ensure only approved, verified entities can upload CI scores, minimizing the risk of fraudulent or erroneous data entries.

1.2.c

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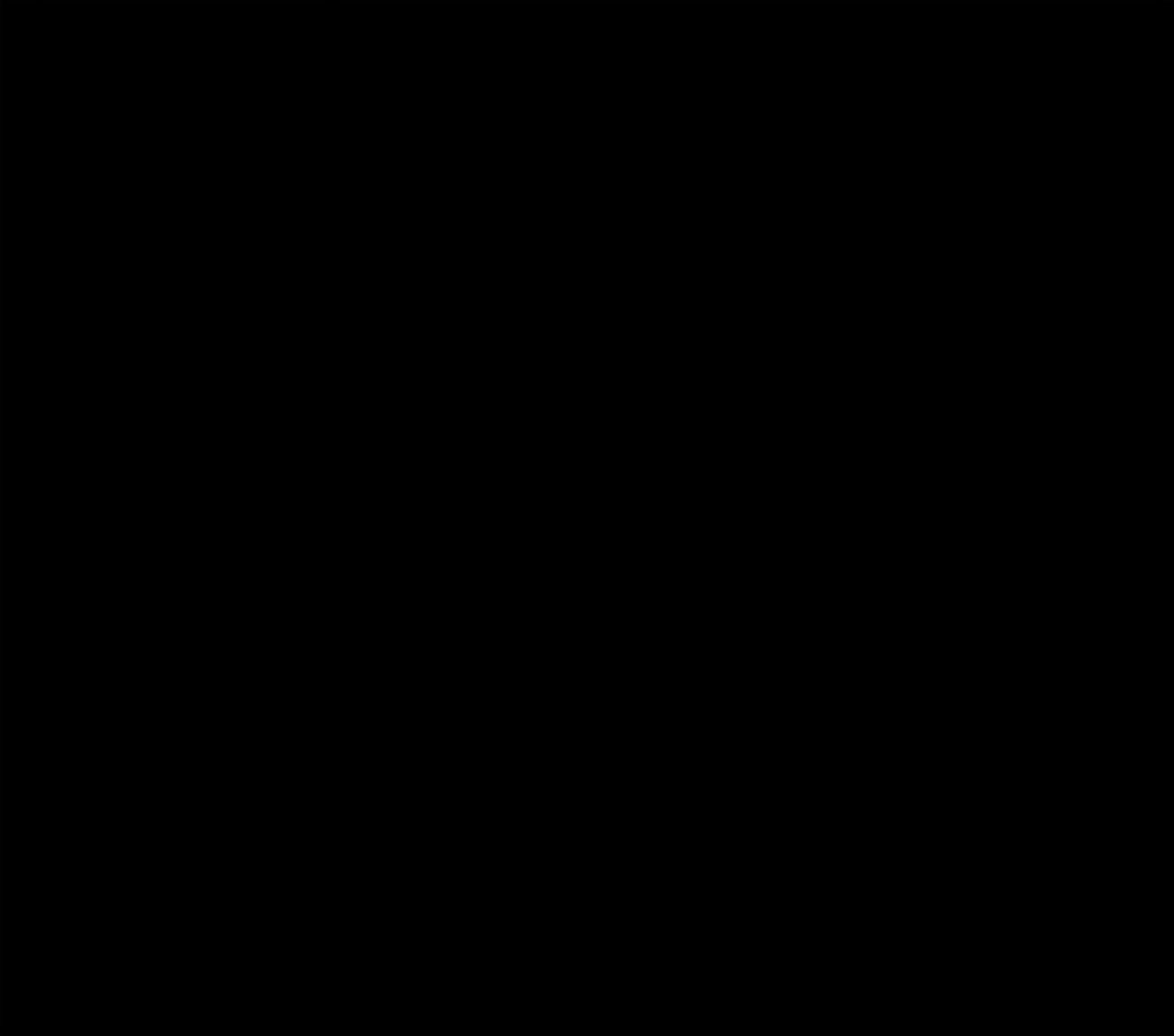
Address: P.O. Box 42, Morrisville, NC 27560



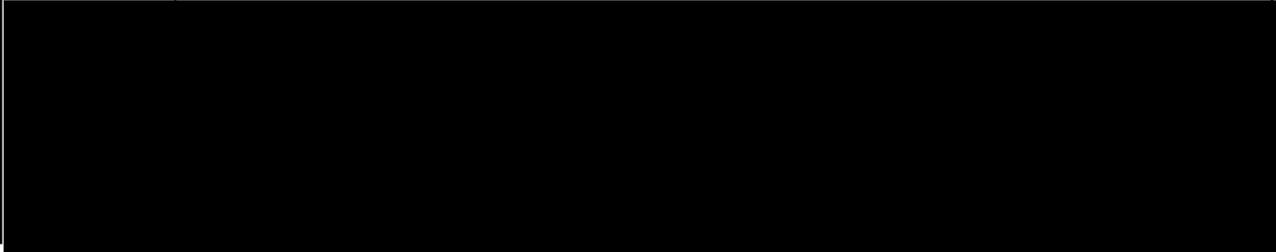
Requirement: Conduct and report on an annual cybersecurity audit whose team includes Certified Information Systems Auditors (CISA), Certified Information Security Managers (CISM), or Certified Information Systems Security Professionals (CISSP).

NOTE: Demonstrate expertise in SOC 2, ISO/IEC 27001, and NIST cybersecurity frameworks to ensure a high level of technical scrutiny.

1.2.d





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. 

1.3.b	<p>Requirement: Integrate with banking or payment systems (e.g., ACH, digital wallets, or direct deposit platforms) to facilitate timely and accurate payments to participants.</p>
1.3.c	<p>Requirement: Track and report payments in real-time, offering participants a clear view of payment status and transaction history.</p>
1.4	System Validation and Quality Assurance
1.4.a	<p>Requirement: Test the platform thoroughly for functionality, scalability, security, and usability before launch.</p>

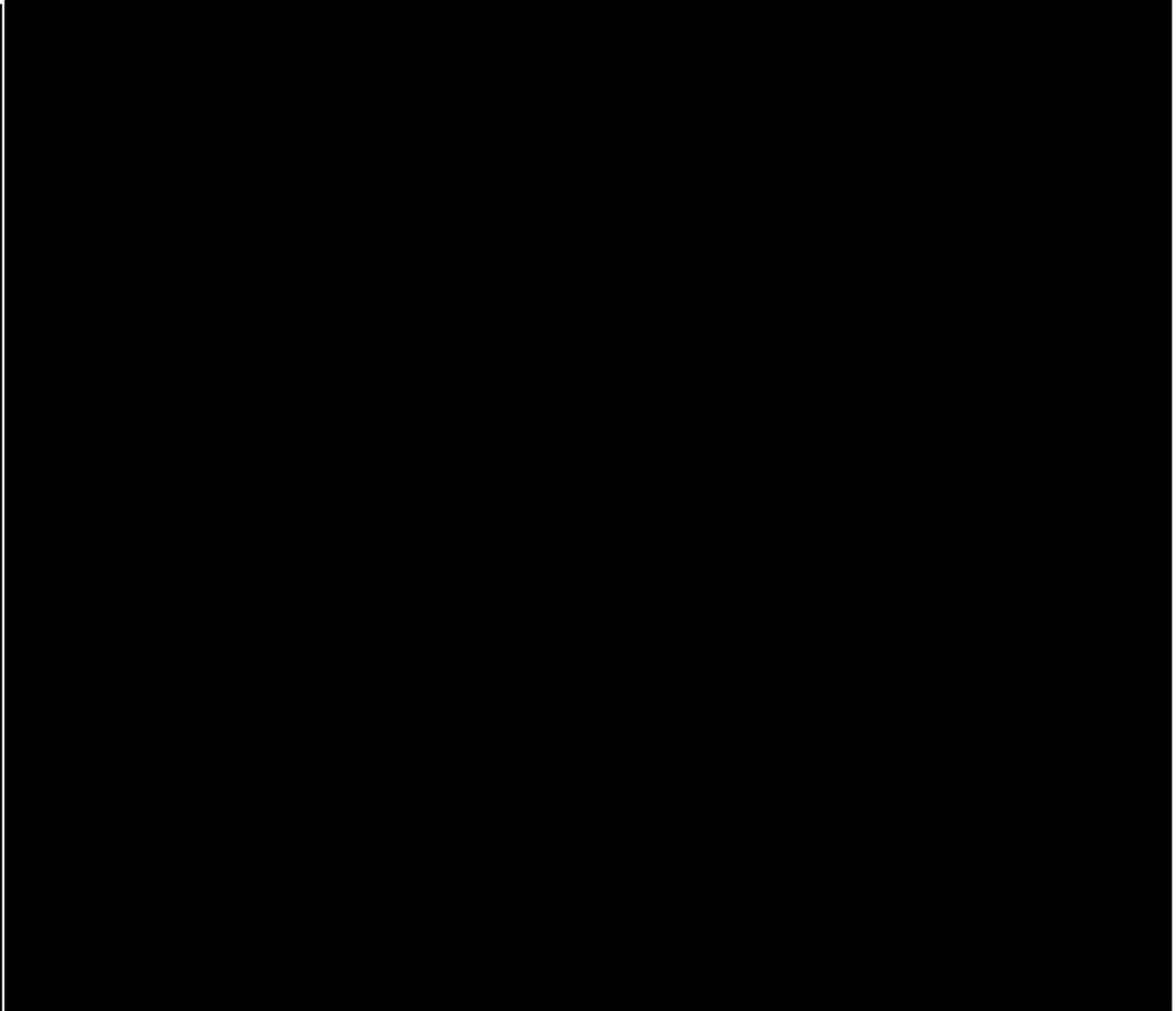
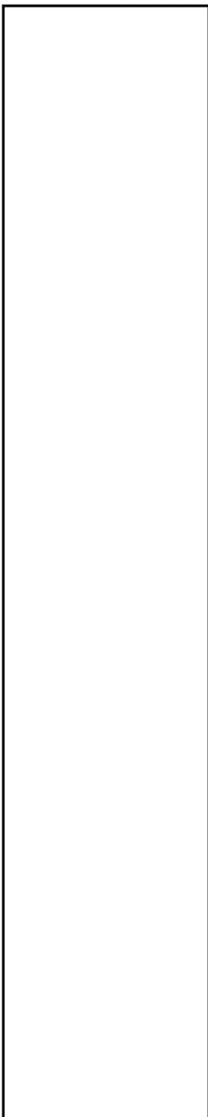
1.4.b	<p>Requirement: Perform continuous quality assurance (QA) and updates to ensure system stability and performance as usage scales up.</p> <p>[Redacted]</p>
1.4.c	<p>Requirement: Review and conform to NDWEE’s Quality Assurance Project Plan (QAPP) for this project. See Attachment B</p> <p>[Redacted]</p>
1.4.d	<p>Requirement: Provide support for future upgrades, including the ability to adapt to changing requirements or integration with additional functionalities (e.g., integration with carbon markets).</p> <p>[Redacted]</p>

1.5	User Training and Support
1.5.a	<p>Requirement: Develop training materials (e.g., user manuals, video tutorials) to help both participants and third-party service providers navigate the platform.</p> <p>Bidder Response:</p> <p>The Transform Ag and CultivateAI software platform will partner to deliver comprehensive training materials. Transform Ag and CultivateAI will add to the currently CultivateAI-maintained Zendesk Help Center containing 70,000+ words of user documentation across 9 major content categories and 100+ step-by-step guides. Topics include field management, operations recording, imagery analysis, scouting, data sharing, and enterprise administration. This established content management system and authoring process will be used to create NDWEE-specific materials efficiently.</p> <p>The Transform Ag team proposes the following NDWEE-Specific Training material development to be developed in cadence with the project software development milestones:</p> <ul style="list-style-type: none"> • Producer Guides: Step-by-step walkthroughs for program registration, field setup, CI score viewing, payment tracking, and grant application — written for non-technical farm operators. • ASP Guides: API integration documentation, CI score submission procedures, data format specifications, troubleshooting guides, and onboarding checklists. • Administrator Guides: NDWEE staff manuals for program configuration, ASP management, payment oversight, reporting, and system administration • Video Tutorials: Screen-capture walkthroughs for key workflows (enrollment, CI score review, payment tracking, grant application), hosted in the Zendesk Help Center • Quick Reference Cards: Printable one-page summaries for producers who prefer physical reference materials. <p>Proposed Engagement Sessions: The Transform Ag team recommends in-person and virtual training sessions with NDWEE, NRDs, and agricultural stakeholders to promote understanding, transparency, and adoption of the platform, as required by the scope of work.</p>

1.5.b	<p>Requirement: Provide ongoing customer support for technical issues, including troubleshooting and real-time problem resolution.</p> <p>Bidder Response: Verity will work with NDWEE during the discovery phase of the project to define SLA response times (e.g., 4-hour response for critical issues, 24-hour for general inquiries), provide escalation paths, and ensure technical staff can diagnose and resolve platform issues for a statewide user base.</p>
1.5.c	<p>Requirement: Set up a help desk or support center with multiple communication channels (e.g., phone, email, chat) to handle queries from participants, vendors, and administrators.</p> <p>Bidder Response: The Transform Ag and CultivateAI teams will partner for help desk and support center service. Cultivate AI will provide the software platform currently utilizes a Zendesk-powered help desk with self-service knowledge base, ticket submission, and status tracking. The Transform Ag team proposes extending this system to One Red to allow producers, ASPs, and administrators can search existing articles or submit support requests at any time.</p> <p>Zendesk and Transform Ag field services functionality can also be extended for the One Red program to include the following:</p> <ul style="list-style-type: none"> • Email Support: Dedicated support email address for the ONE RED program, routed through Zendesk for tracking, assignment, and SLA enforcement. • Phone Support: Phone support available during Nebraska business hours for NDWEE administrators and program escalations. Voicemail with callback for after-hours contacts. • In-App Help: Contextual help links within the CultivateAI One Red interfaces linking directly to relevant knowledge base articles.
1.6	<p>Data Reporting, Analytics, and Evaluation</p>
1.6.a	<p>Requirement: Build robust data reporting features that allow program administrators to track submissions, analyze CI score trends, and generate customized reports.</p> <div style="background-color: black; height: 150px; width: 100%;"></div>

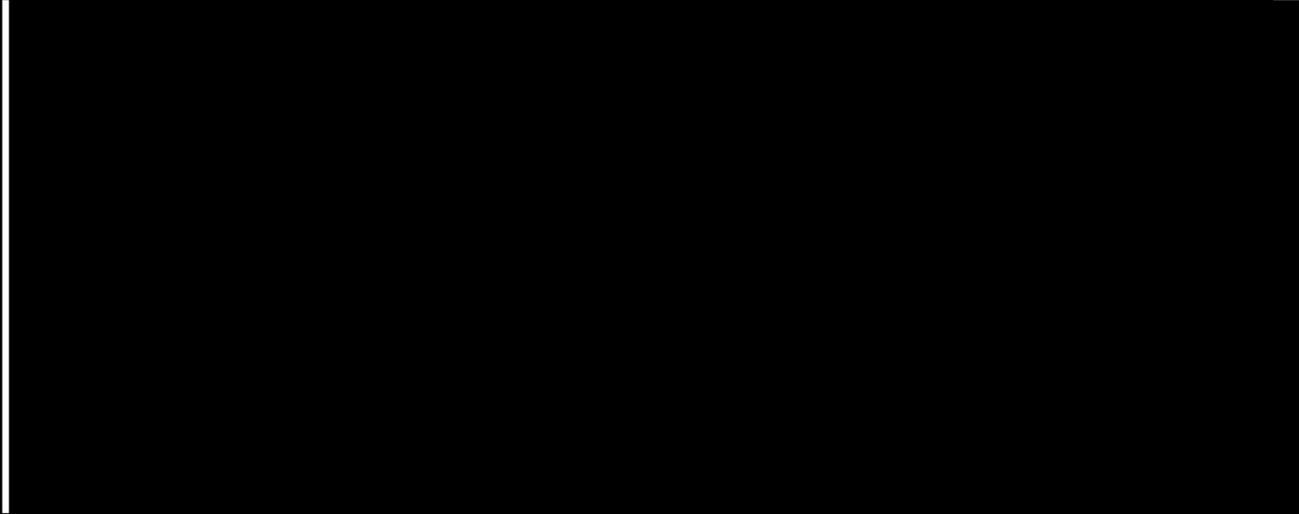
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Requirement: Enable advanced analytics that can monitor key performance indicators (KPIs), such as average CI reductions across the state, incentive payout totals, and farm-level improvements.

1.6.b



1.6.c	<p>Requirement: Integrate data export functionalities for ease of reporting to stakeholders, including the EPA and other regulatory bodies.</p> <p>Bidder Response:</p> <p>The CultivateAI platform currently supports the following export formats and channels:</p> <ul style="list-style-type: none"> • Standard Formats: CSV, Excel (XLSX), and PDF for tabular data; GeoJSON and Shapefile for geospatial data. • API Access: RESTful API endpoints for programmatic data extraction, enabling NDWEE to pull data into their own systems if needed.
1.6.d	<p>Requirement: Provide quarterly reports to NDWEE summarizing: (i) Program milestones and accomplishments, (ii) Enrollment and participation statistics, (iii) Challenges encountered and mitigation strategies, (iv) Financial tracking and budget updates.</p> <p>Bidder Response:</p> <p>The Transform Ag team will deliver structured quarterly reports to NDWEE combining platform-generated analytics with program management narrative:</p> <p>(i) Program Milestones and Accomplishments:</p> <ul style="list-style-type: none"> • Development milestones completed during the quarter • System enhancements deployed • New ASPs onboarded • Engagement sessions conducted • Key achievements and program highlights <p>(ii) Enrollment and Participation Statistics:</p> <ul style="list-style-type: none"> • New producer enrollments (count and cumulative) • Active participation rates (producers with CI score submissions during the quarter) • CI score submission volume (total, by ASP, by region) • Grant applications received, approved, and disbursed <p>(iii) Challenges Encountered and Mitigation Strategies:</p> <ul style="list-style-type: none"> • Technical issues and resolution (system incidents, integration challenges) • Program adoption challenges and outreach adjustments • ASP performance concerns and corrective actions • Risk register updates with new or changed risks

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	<p>(iv) Financial Tracking and Budget Updates:</p> <ul style="list-style-type: none"> • Incentive payments disbursed (total, by program component) • Grant funds committed and disbursed • Vendor fees and operational costs against budget • Projected spend through contract end
1.6.e	<p>Requirement: Submit comprehensive annual reports including: (i) Year-to-date summaries of all program activities, (ii) Cumulative financial statements, (iii) Assessment of program effectiveness and environmental outcomes.</p> <p>Bidder Response:</p> <p>The Transform Ag team will deliver annual reports — once per year, produce a comprehensive report with: (i) year-to-date summaries of all program activities, (ii) cumulative financial statements, (iii) assessment of program effectiveness and environmental outcomes.</p>
1.6.f	<p>Requirement: Provide detailed environmental outcome data in each report, including: (i) Carbon intensity (CI) reductions (tons of CO₂-equivalent), (ii) Soil health improvements, (iii) Water conservation metrics.</p> <p>Bidder Response:</p> <p>The Transform Ag team will track and report environmental metrics — quantify CI reductions in tons of CO₂-equivalent (or gCO₂e/bu), measure and report soil health indicators (organic matter, compaction, erosion), and water conservation metrics (irrigation efficiency, water use reduction) in reports including: (i) Carbon intensity (CI) reductions (tons of CO₂-equivalent), (ii) Soil health improvements, (iii) Water conservation metrics.</p>
1.6.g	<p>Requirement: Design and implement a robust monitoring and evaluation framework to assess: (i) Performance of grant-funded projects, (ii) Effectiveness of the CI Data Bank platform, (iii) Adoption rates and outcomes of regenerative/climate-smart practices.</p> <p>Bidder Response:</p> <p>The Transform Ag team will work with NDWEE to define and report monitoring of grant performance, platform effectiveness, and practice adoption.</p>
1.6.h	<p>Requirement: Track and report against clear, quantifiable metrics including: (i) Tons of CO₂ reduced or avoided, (ii) Acres of regenerative practices adopted, (iii) Number and type of conservation practices, (iv) Changes in baseline vs. post-implementation CI scores.</p> <p>Bidder Response:</p> <p>The Transform Ag team will work with NDWEE to define and report metrics including CO₂e reduced, acres enrolled, practices adopted, and CI changes from baseline.</p>
1.6.i	<p>Requirement: Ensure open and auditable documentation of all program activities, financials, and outcomes. (i) Maintain a centralized reporting system or dashboard that supports data sharing with EPA, NDWEE, and other stakeholders.</p>

1.6.j	<p>Requirement: Align all reports with applicable EPA and NDWEE guidelines and timelines. (i) Ensure proper documentation for audits, evaluations, and public recordkeeping.</p> <p>Bidder Response:</p> <p>The Transform Ag team will meet regulatory reporting requirements with all reports conforming to EPA CPRG reporting templates, timelines, and data standards. The Transform Ag team will maintain documentation sufficient for federal audits and Nebraska public records requirements.</p>
1.7	Maintenance and Updates
1.7.a	<p>Requirement: Provide ongoing system maintenance to ensure the platform remains secure, up-to-date, and optimized for performance.</p> <p></p>
1.7.b	<p>Requirement: Offer post-launch updates to enhance functionality, fix bugs, and incorporate new features based on user feedback or evolving program requirements.</p> <p></p>

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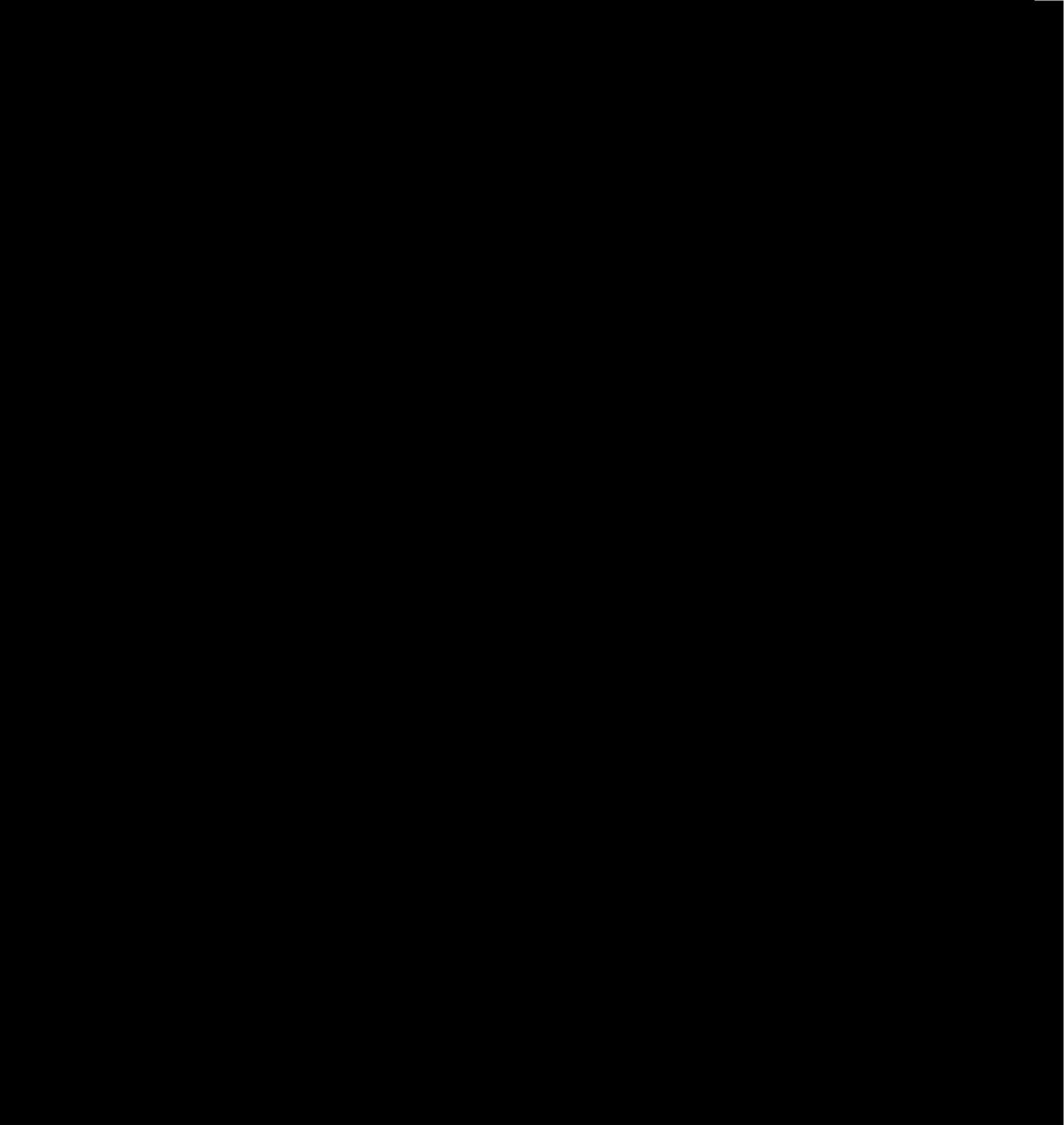
1.7.c	<p>Requirement: Monitor system performance to ensure 99.5% uptime reliability and quick resolution of any issues that arise.</p>

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

2.1 Interface Design and Development

Requirement: Develop a secure, scalable, and user-friendly digital platform that allows participants or approved third-party vendors to upload cropping data.

2.1.a



2.1.b	<p>Requirement: Allow participants or approved third-party service providers to submit precision agriculture applications for program review and interface with NDWEE’s Grant Management software, if applicable, to manage participant grant payments.</p> <p>[Redacted]</p>
2.1.c	<p>Requirement: Develop and include a Scenario Modeling Tool to generate “what-if” impacts such as switching to no-till, adding cover crops or using renewable energy such as biodiesel.</p> <p>[Redacted]</p>

2.1.d	<p>Requirement: Create an intuitive interface where farmers can access their cropping data, track payment status, and monitor their historical data.</p>
2.1.e	<p>Requirement: Design a backend system capable of storing and organizing large volumes of cropping data, with advanced search, filtering, and reporting capabilities.</p>
2.1.f	<p>Requirement: Integrate a payment system, considering any NDWEE’s Grant Management software, that issues the grant payment once cropping data has been received, verified, and confirmed.</p>
2.1.g	<p>Requirement: Ensure API integration with third-party service providers who will upload cropping data, including verification of authorized approved service providers and standardizing data formats for seamless input.</p>
2.2	<p>Data Security and Privacy</p>
2.2.a	<p>Requirement: Implement robust cybersecurity measures to protect sensitive data, including encryption of both in-transit and at-rest data.</p>

2.2.b	<p>Requirement: Ensure data privacy compliance with relevant regulations (e.g., GDPR, CCPA, or applicable federal/state regulations) to protect participants' confidential information.</p>
2.2.c	<p>Requirement: Authenticate and verify third-party approved service providers to ensure only approved, verified entities can upload cropping data, minimizing the risk of fraudulent or erroneous data entries.</p>
2.2.d	<p>Requirement: Conduct and report on an annual cybersecurity audit whose team includes Certified Information Systems Auditors (CISA), Certified Information Security Managers (CISM), or Certified Information Systems Security Professionals (CISSP).</p> <p>NOTE: Demonstrate expertise in SOC 2, ISO/IEC 27001, and NIST cybersecurity frameworks to ensure a high level of technical scrutiny.</p>
2.3	<p>Payment Processing Integration</p>
2.3.a	<p>Requirement: Automate incentive payments to participants based on predefined rules and thresholds once a valid cropping data is confirmed.</p>
2.3.b	<p>Requirement: Integrate with banking or payment systems (e.g., ACH, digital wallets, or direct deposit platforms) to facilitate timely and accurate payments to participants.</p>
2.3.c	<p>Requirement: Track and report payments in real-time, offering participants a clear view of payment status and transaction history.</p>

2.4	System Validation and Quality Assurance
	Requirement: Test the platform thoroughly for functionality, scalability, security, and usability before launch.
2.4.a	
	Requirement: Perform continuous quality assurance (QA) and updates to ensure system stability and performance as usage scales up.
2.4.b	
	Requirement: Review and conform to NDWEE’s Quality Assurance Project Plan (QAPP) for this project. See Attachment B
2.4.c	
	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).
2.4.d	
2.5	User Training and Support
	Requirement: Develop training materials (e.g., user manuals, video tutorials) to help both participants and third-party service providers navigate the platform.
2.5.a	Bidder Response: In 2027, the Transform Ag team proposes to extend the Zendesk Help Center (Section 1.5.a.) with Grants Interface specific training materials for producers (grant application, cropping data entry, scenario modeling), ASPs (cropping data submission API), and administrators (application review, approval

	workflows, fund tracking). All materials are hosted in the Zendesk Help Center alongside CI Data Bank guides.
2.5.b	<p>Requirement: Provide ongoing customer support for technical issues, including troubleshooting and real-time problem resolution.</p> <p>Bidder Response: Per Section 1.5.b. The same multi-tier support operation with defined SLA response times covers both the CI Data Bank and Grants Interface.</p>
2.5.c	<p>Requirement: Set up a help desk or support center with multiple communication channels (e.g., phone, email, chat) to handle queries from participants, vendors, and administrators.</p> <p>Bidder Response: Per Section 1.5.c. The unified multi-channel support center (web ticketing, email, phone) handles inquiries for both the CI Data Bank and Grants Interface through the same Zendesk-powered help desk.</p>
2.6	Data Reporting, Analytics, and Evaluation
2.6.a	<p>Requirement: Build robust data reporting features that allow program administrators to track submissions, analyze cropping trends, and generate customized reports.</p> <div style="background-color: black; width: 100%; height: 150px; margin-top: 10px;"></div>
2.6.b	<p>Requirement: Enable advanced analytics that can monitor key performance indicators (KPIs), such as no-till or other cropping trends across the state, incentive payout totals, and farm-level improvements.</p> <div style="background-color: black; width: 100%; height: 150px; margin-top: 10px;"></div>

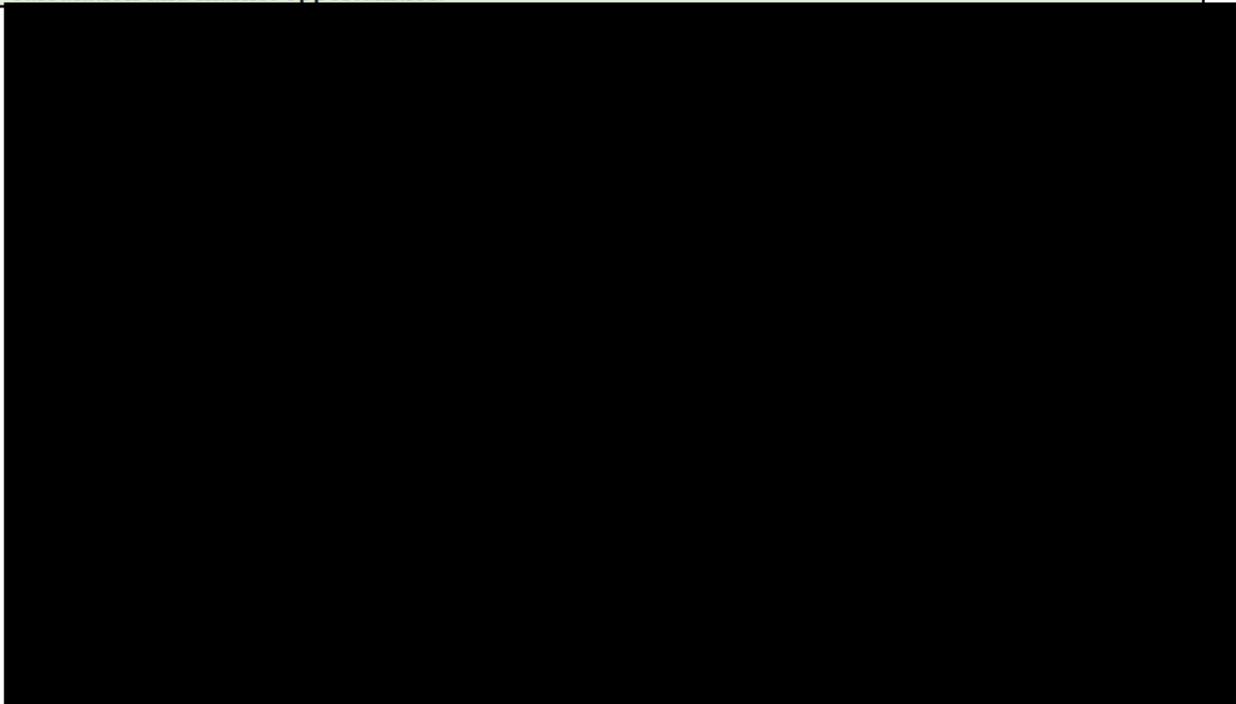
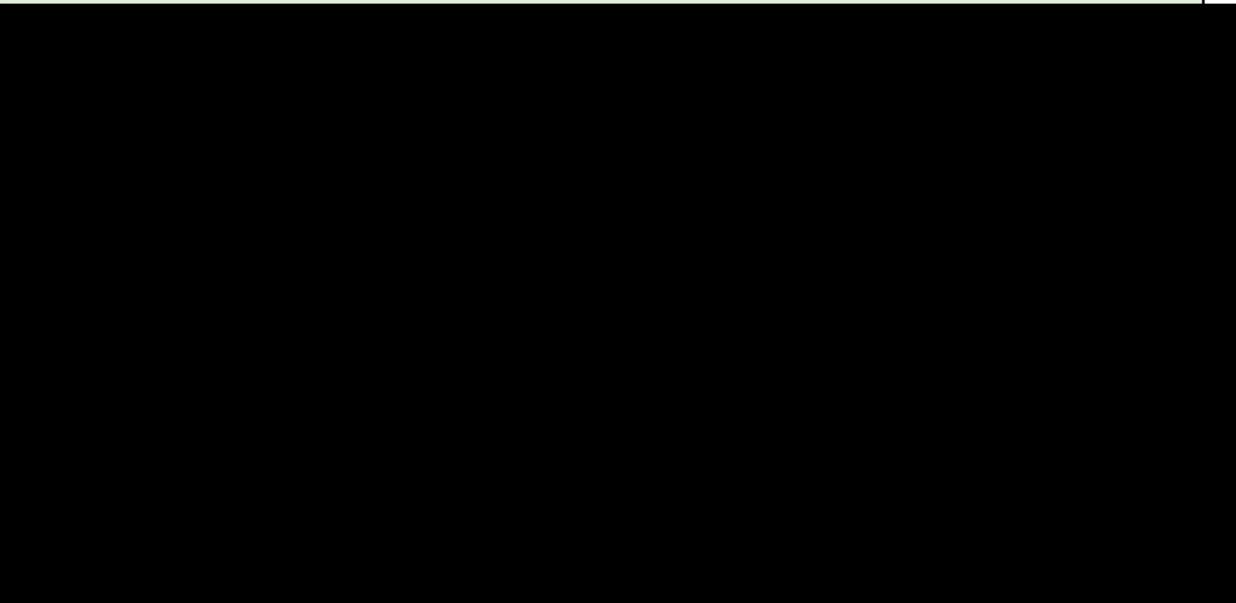
2.6.c	<p>Requirement: Integrate data export functionalities for ease of reporting to stakeholders, including the EPA and other regulatory bodies.</p> <p>[Redacted]</p>
2.6.d	<p>Requirement: Ensure open and auditable documentation of all program activities, financials, and outcomes</p> <p>[Redacted]</p>
2.6.e	<p>Requirement: Maintain a centralized reporting system or dashboard that supports data sharing with EPA, NDWEE, and other stakeholders.</p>
	[Redacted]
2.6.f	<p>Requirement: Align all reports with applicable EPA and NDWEE guidelines and timelines. Ensure proper documentation for audits, evaluations, and public recordkeeping.</p>
	[Redacted]
2.7	<p>Maintenance and Updates</p>
2.7.a	<p>Requirement: Provide ongoing system maintenance to ensure the platform remains secure, up-to-date, and optimized for performance.</p> <p>Bidder Response: Per Section 1.7.a. Shared infrastructure — the Grants Interface is maintained through the same continuous security patching, infrastructure monitoring, database optimization, and backup management process.</p>
2.7.b	<p>Requirement: Offer post-launch updates to enhance functionality, fix bugs, and incorporate new features based on user feedback or evolving program requirements.</p>

Bidder: Carbon A List, LLC dba Transform Ag

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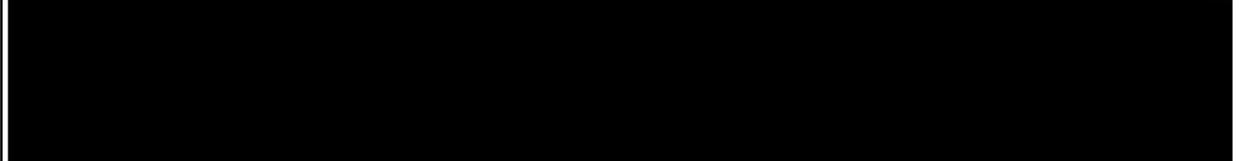
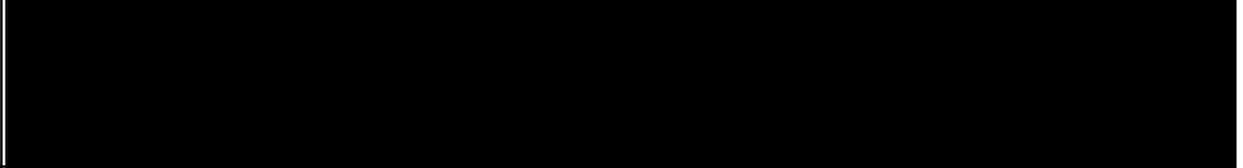
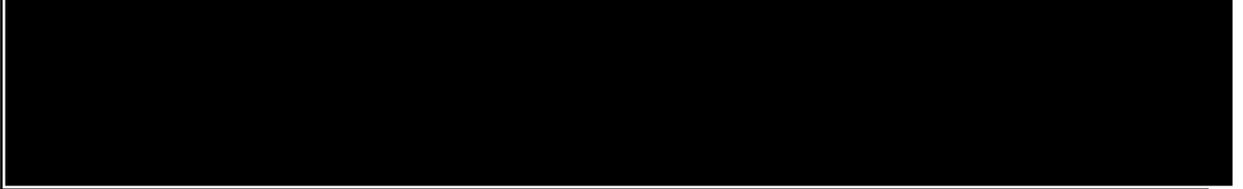
	<p>Bidder Response: Per Section 1.7.b. Grants Interface enhancements are delivered through the same Agile sprint cycle, with NDWEE input on prioritization and bi-weekly sprint reviews.</p>
2.7.c	<p>Requirement: Monitor system performance to ensure 99.5% uptime reliability and quick resolution of any issues that arise.</p> <p>Bidder Response: Monitoring, redundancy, and incident response support 99.5% uptime reliability.</p>

3 – PROGRAM SUPPORT TECHNICAL REQUIREMENT RESPONSES	
3.1	Program Support
3.1.a	<p>Requirement: Coordinate and prepare program materials, meetings, and engagement sessions associated with Deliverables 1 and 2.</p> <div style="background-color: black; height: 200px; width: 100%;"></div>
3.1.b	<p>Requirement: Develop and manage program action list to ensure all efforts and initiatives are completed in a timely manner.</p> <div style="background-color: black; height: 200px; width: 100%;"></div>

<p>3.1.c</p>	<p>Requirement: Conduct research to inform and advance concepts in relation to carbon intensity calculation and market opportunities.</p> 
<p>3.1d</p>	<p>Requirement: Facilitate meetings and calls with NDWEE as needed to ensure project success.</p> 
<p>3.2</p>	<p>Communication Support</p>
<p>3.2</p>	<p>Requirement: Assist in communication and activities between NDWEE, producers, Nebraska Resource Districts (NRDs), contractors, and third-party service providers to the extent possible in relation to Deliverables 1 & 2</p>

3.3	Sub-Contracting Management
3.3	<p>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.</p>
3.4	Data Security Management
3.4	<p>Requirement: Ensure proper management and security of various types of sensitive and operational farm data including the development and management of the Nebraska Ag Data Bank and Grants Program where data integrity and security are paramount (Refer to Section V.F. of Solicitation).</p>

3.5	Grant Program Implementation
	Requirement: Assist grant program implementation including solicitations, application development, funding disbursement, monitoring, and reporting.
3.5	
3.6	Documentation and Reporting

3.6.a	<p>Requirement: Submit all technical specifications, security protocols, training materials and any other program documentation to NDWEE for review/approval in a timely manner.</p> 
3.6.b	<p>Requirement: Prepare internal and external project performance reports.</p> 
3.6.c	<p>Requirement: Archive records of compliance, Approved Service Provider (ASP) evaluations, and audit results.</p> 
3.6.d	<p>Requirement: Conduct post-implementation review with ASPs, if needed, and NDWEE team.</p> 
3.7	<p>Approved Service Provider (ASP) Coordination</p>
3.7.a	<p>Requirement: Manage subcontracts with 3rd Party ASPs Providers.</p> 
3.7.b	<p>Requirement: Assist in the development of criteria and procedures for ASP qualification and approval.</p> 
3.7.c	<p>Requirement: Develop and conduct oversight and monitoring approach for ASP performance.</p>

3.7.d	Requirement: Develop communication and reporting protocols between the Data Bank, producers, and ASPs.
3.7.e	Requirement: Develop risk management and fraud prevention measures regarding ASPs.

Detailed Project Plan

Phase 0 – Pre-Award Finalization (Q1 2026)

Objective: Build and establish governance, budget structure, and administrative architecture

Milestones

- Finalize 4-year administrative budget within 8% cap
- Execute teaming agreements and fiduciary separation structure
- Finalize chart of accounts aligned to:
 - 92% direct-to-producer requirement
 - 8% admin tracking
- Establish internal cost allocation methodology (grant vs. prototype build)
- Draft initial SOP framework:
 - Payment controls
 - Compliance workflows

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- Audit logging
- ERP/CLM vendor selection completed
- Cybersecurity risk assessment baseline completed

Deliverable:

Administrative Readiness Plan + Approved Budget Allocation Model

Phase 1 – Infrastructure Build & Compliance Framework (Q2–Q4 2026)

Objective: Stand up financial, legal, and compliance backbone

Milestones

Governance & Internal Controls

- Board-level governance charter adopted with NDWEE
- Conflict-of-interest policy implemented
- Procurement policy finalized
- Internal audit framework adopted

ERP Implementation – Phase 1

- ERP system configured:
 - Grant accounting structure
 - Segregated funds tracking
 - Producer payment coding
- Payment approval workflows built
- Role-based access controls deployed
- Initial financial reporting dashboards live

CLM Implementation – Phase 1

- Contract templates developed
- Vendor and ASP contract workflows built
- Version control + audit trail activated

Staffing

- Core Transform team onboarded:

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- Project Leadership
- Compliance Director
- Finance Director
- Senior Accountant
- Payment Operations Manager
- Cybersecurity lead hired or contracted

Financial Controls

- ACH disbursement controls designed
- Dual-authorization payment protocol implemented
- 1099 and IRS integration tested

Deliverable:

Operational Administrative Platform (Finance + Contracts + Controls) with enrollment of estimated 500 producers

Phase 2 – Pilot Operations & Payment Deployment (2027)

Objective: Execute first controlled producer payment cycle

Milestones

Payment Operations

- First producer enrollment cohort processed
- First ACH payment batch tested and executed
- Reconciliation cycle completed within 30 days
- Payment error rate < 1%

Compliance Monitoring

- Documentation validation workflow live
- Federal reporting templates automated
- Monthly financial dashboard delivered to state

ERP – Phase 2

- Advanced reporting dashboards activated

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- Budget burn rate monitoring live
- Real-time 92% producer compliance tracker deployed

CLM – Phase 2

- Contract milestone tracking live
- Performance-based payment triggers activated
- Audit-ready contract repository validated

Audit Readiness

- Mock audit conducted
- Corrective action plan closed

Deliverable:

Verified Payment & Compliance Operations Model with enrollment of estimated 2000 producers

Phase 3 – Full-Scale Administration & Audit Stabilization (2028)

Objective: Scale while maintaining audit integrity

Milestones

- Producer enrollment scaled to target levels
- Monthly reconciliation cycle reduced to < 15 days
- Annual independent audit completed
- Clean audit opinion achieved
- Fraud detection and anomaly monitoring deployed
- Insurance and bonding coverage finalized
- Data retention and records management system certified

ERP – Optimization

- Forecasting tools integrated
- Multi-year obligation tracking active
- Administrative cost cap auto-monitoring system deployed

CLM – Optimization

- Renewal alerts automated

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Address: P.O. Box 42, Morrisville, NC 27560

- Compliance tracking linked to payment authorization

Deliverable:

Audit-Ready, Scalable Administrative System with enrollment of estimated 2000-3000 producers

Phase 4 – Performance Optimization & Sustainability (2029)

Objective: Increase efficiency while preserving compliance

Milestones

- Administrative cost ratio maintained $\leq 8\%$
- Automated compliance validation expanded
- Annual audit (Year 2) completed clean
- Reserve and contingency planning model implemented
- Long-term operational sustainability plan drafted

Deliverable:

Optimized Administrative Engine with enrollment of estimated 2000-3000 producers

Phase 5 – (2030)

Objective: Ensure compliant program completion and transition readiness

Milestones

- Final producer payments disbursed
- Final audit completed
- All 1099 reporting finalized
- Grant financial reconciliation completed
- Records archived per federal requirements
- Closeout report submitted
- Sustainability/continuation model delivered to state

Deliverable:

Initial Term Closeout & Administrative Continuity Plan with enrollment of estimated 2000-3000 producers

Bidder: Carbon A List, LLC dba Transform Ag

Address: P.O. Box 42, Morrisville, NC 27560

SOLICITATION SECTIONS II THROUGH IV

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.

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.)

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.

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.)

PAYMENT

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.

Bidder: Carbon A List, LLC dba Transform Ag

Address: P.O. Box 42, Morrisville, NC 27560

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.)

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.

THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

COMPANY:	Carbon A List, LLC dba Transform Ag
ADDRESS:	P.O. Box 42, Morrisville, NC 27560
PHONE:	402-803-8055
EMAIL:	chan@transformf2c.com
BIDDER NAME & TITLE:	Chandler Mazour – Director of Farmer & Partner Success
SIGNATURE:	
DATE:	

VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)	
NAME:	Chandler Mazour
TITLE:	Director of Farmer & Partner Success
PHONE:	402-803-8055
EMAIL:	Chan@transformf2c.com

Nebraska Department of Water, Energy and Environment
P.O. Box 98922
Lincoln, NE 68509

February 20, 2026

Re: "One Red" program (Opportunity for Nebraska: Reducing Emissions & Decarbonization)

Dear Director Bradley,

As a lifelong Nebraskan, farmer and involved in the Nebraska rural community banking industry since 1993, I know the challenges and opportunities our state's agricultural communities face. From planting and harvesting to navigating evolving energy demands, Nebraska farmers and grain processors are on the front lines of shaping our nation's food, feed and energy future. Supporting them with innovative tools and resources is critical to maintaining American energy dominance and resilience.

That is why I am pleased to support Carbon A List's application for Nebraska's ONE RED program. Their expertise in administration of farmer-focused, government, corporate and philanthropic incentive programs and the translation of complex environmental rules into implementable, credible and scalable project frameworks is a strong fit for Nebraska's OneRed Program and the benefits it can bring to Nebraska farmers. This expertise combined with their foundational philosophy of 'Meeting a farmer where they are at' would allow farmers to access new revenue streams and participate in emerging markets.

Beyond the economic benefits, Carbon A List can empower farmers to continue or start the use of environmentally sound practices (manure use, reduced soil disturbance, cover crop use) that directly improve our land and water resources. This includes learning how to use crop carbon intensity as a proxy for positive environmental impacts such as improved soil and crop health, reduced synthetic nitrogen use, and improved water use efficiency.

I am confident that Carbon A List's work will bring tangible value to Nebraska's farmers, biofuel producers, and other grain processors. Carbon A List's leadership in the OneRed project would be an investment in a more environmentally and economically sustainable agricultural environment for Nebraska farmers.

Sincerely,



Roger J. Olson



Ensuring the growth of the renewable fuels industry in Nebraska

Nebraska Department of Water, Energy, and Environment
P.O. Box 98922
Lincoln, NE 68509

February 4, 2026

Re: "One Red" program (Opportunity for Nebraska: Reducing Emissions & Decarbonization)

Dear Director Bradley,

At Renewable Fuels Nebraska, we proudly represent the producers and businesses who are helping fuel America's future. U.S. agriculture is central to this, and measures that support regenerative agriculture and maximize value for ethanol producers are critical to securing our nation's energy dominance.

That is why we are writing in support of Verity Carbon Solution's funding application for Nebraska's ONE RED program. Verity's mission is to provide accurate, transparent, and verifiable data on emissions, energy use, and inputs to enhance the value of agricultural practices across the supply chain.

From the fields where feedstocks are grown to the facilities where biofuels and sustainable aviation fuel are produced, Verity makes it easier for producers to track and verify carbon emissions reduction efforts across the value chain. This helps farmers gain a competitive edge in emerging low-carbon markets, access new revenue streams, earn higher prices, and reduce costs through improved efficiencies.

This makes Verity a great match for the ONE RED program's emphasis on improving agricultural practices at the farm level, particularly through water quality outcomes. Verity's platform supports farmers in their ability to constantly innovate, by maximizing fertilizer use or utilizing cover crops to improve water quality and soil health.

We are confident that Verity Carbon Solutions can execute on its stated goals and bring value to our state's farmers, ethanol producers, businesses, and their related supply chains. We encourage you to fund their proposal and help fuel a brighter future across the Heartland.

Sincerely,

A handwritten signature in black ink that reads "Dawn Caldwell". The signature is fluid and cursive, with a large initial 'D'.

Dawn Caldwell
Executive Director
Renewable Fuels Nebraska

Nebraska State Legislature

SENATOR MYRON DORN

District 30
State Capitol
PO Box 94604
Lincoln, Nebraska 68509-4604
(402) 471-2620
mdorn@leg.ne.gov



COMMITTEES

Chairperson – Legislative Performance Audit
Appropriations
Building Maintenance
Executive Board
Reference

Nebraska Department of Water, Energy, and Environment
P.O. Box 98922
Lincoln, NE 68509

February 4, 2026

Re: “One Red” program (Opportunity for Nebraska: Reducing Emissions & Decarbonization)

Dear Director Bradley,

As a lifelong Nebraskan and farmer, I know the challenges and opportunities our state’s agricultural communities face. From planting and harvesting to navigating evolving energy demands, Nebraska farmers and ethanol producers are on the front lines of shaping our nation’s energy future. Supporting them with innovative tools and resources is critical to maintaining American energy dominance and resilience.

That is why I am pleased to support Verity Carbon Solution’s application for Nebraska’s ONE RED program. Their platform delivers transparent, verifiable data on emissions, energy use, and agricultural inputs, helping producers track and demonstrate the positive impact of their practices across the supply chain. This capability allows farmers to improve efficiency, access new revenue streams, and participate in emerging markets.

Beyond the economic benefits, Verity empowers farmers to innovate in ways that directly improve our land and water resources. By optimizing fertilizer application, utilizing cover crops, and adopting regenerative practices, producers can enhance soil health and water quality: goals at the heart of the ONE RED program.

I am confident that Verity’s work will bring tangible value to Nebraska’s farmers, ethanol producers, and associated businesses. Supporting their proposal is an investment in a stronger, more sustainable future for the Cornhusker State.

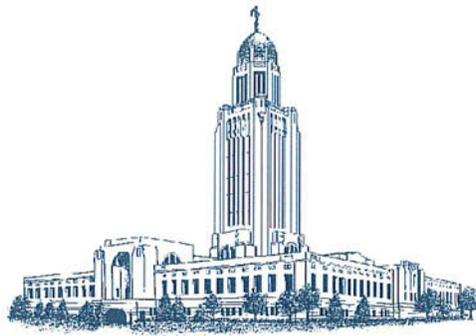
Sincerely,


Senator Myron Dorn
Nebraska SD-30

Nebraska State Legislature

SENATOR PAUL STROMMEN

District 47
State Capitol
PO Box 94604
Lincoln, Nebraska 68509-4604
(402) 471-2616
pstrommen@leg.ne.gov



COMMITTEES

Vice Chairperson – Legislature's Planning
Appropriations

February 17, 2026

Nebraska Department of Water, Energy, and Environment
P.O. Box 98922
Lincoln, NE 68509

Re: "One Red" program – Opportunity for Nebraska Farmers & Energy Producers

Dear Director Bradley,

As someone who cares deeply about the future of our state's economy and the strength of our rural communities, I am writing to express my full support of Verity Carbon Solution's funding application for the Nebraska ONE RED program.

I'm a proud champion of the Nebraska ethanol industry, and that comes with a deep understanding of how agriculture plays a vital role in our economy. Agriculture, too, is a cornerstone of American energy dominance. From field to fuel, strategic partnerships that advance fiscally-responsible agriculture practices and strengthen biofuel production are essential to keeping our state productive in a rapidly changing landscape.

Verity Carbon Solutions represents the exact kind of forward-looking technology that can advance ethanol production and meet the ONE RED partnership goals. Improved carbon-intensity data helps farmers diversify their revenue streams and demonstrate the value of their practices, resulting in stronger farms, higher yields, and thriving rural economies.

As an ethanol industry leader, I also understand that voluntary measures, backed by strong financial incentives, are key to achieving a robust future for biofuel production. Verity's model reflects this commitment to a voluntary approach that can improve on-farm practices, and ultimately, farmers' bottom lines.

We cannot afford to get left behind as other states advance their carbon infrastructure. Without taking action, we will fail to seize on the opportunities that make Nebraska the Cornhusker State. Nebraska deserves to be a frontrunner, ensuring that our farmers, producers, and communities receive full economic benefits.

I am confident that Verity has the expertise and dedication to deliver real results for Nebraska. I respectfully encourage the approval of this application as this investment will strengthen rural communities and help secure a more productive and prosperous future for Nebraskans.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Strommen", written over a faint dotted line.

Senator Paul Strommen
Legislative District 47

Nebraska State Legislature

SENATOR TERESA IBACH

District 44
State Capitol
PO Box 94604
Lincoln, Nebraska 68509-4604
(402) 471-2805
tibach@leg.ne.gov



COMMITTEES

Vice Chairperson – Agriculture
Vice Chairperson – Executive Board
Vice Chairperson – Reference
Business and Labor
Revenue
Committee on Committees
Rules

February 11, 2026

Director Jesse Bradley
Nebraska Department of Water, Energy, and Environment
P.O. Box 98922
Lincoln, NE 68509

Subject: “One Red” program (Opportunity for Nebraska: Reducing Emissions & Decarbonization)

Dear Director Bradley,

I am writing to express my unwavering support of Verity Carbon Solution’s funding application for Nebraska’s ONE RED program. As a born and raised Nebraskan, a member of our state legislature, and a proud farmer and rancher, I believe that Verity will be able to advance the ONE RED program’s goals and deliver meaningful value to our state’s producers, communities, and the broader Nebraskan economy.

The ONE RED program was created to support innovative efforts that enhance rural economic prosperity and environmental improvements. Verity’s approach to measuring, reporting, and verifying emissions and energy use for agricultural and low-carbon fuel systems aligns directly with these goals, bringing to market more transparent, data-driven tools that reward producers for implementing sustainable practices.

As you know, Nebraska is home to some of the most driven and capable farmers and ranchers at the heart of this nation. As a farmer, I can personally attest that our livelihoods depend on the stewardship of the land, particularly our water and soil resources, and given the right support, these efforts can accelerate the growth and success of Nebraska’s agricultural industry.

Improved carbon-intensity tracking will enable producers to access emerging markets, diversify their revenue streams, and demonstrate the value of the stewardship they already practice. This would result in stronger family farms, healthier rural economies, and new incentives and opportunities for our state.

I strongly encourage your full consideration of Verity Carbon Solutions’ application.

Sincerely,

A handwritten signature in blue ink that reads "Teresa Ibach".

Senator Teresa Ibach,
Legislative District 44

Nebraska State Legislature

SENATOR TOM BRANDT

District 32
State Capitol
PO Box 94604
Lincoln, Nebraska 68509-4604
(402) 471-2711
tbrandt@leg.ne.gov



COMMITTEES

Chairperson – Natural Resources
Transportation and Telecommunications
Building Maintenance
Committee on Committees

Nebraska Department of Water, Energy, and Environment
P.O. Box 98922
Lincoln, NE 68509

RE: "ONE RED" program (Opportunity for Nebraska: Reducing Emissions & Decarbonization)

Dear Director Bradley,

Farmers are working harder than ever to manage high input costs, unpredictable markets, and uncertain weather, all while continuing to provide for their families and communities. As a farmer from Southeast Nebraska and a member of our state legislature, I've seen firsthand both the opportunities and challenges facing agriculture today. That's why I'm writing to express my strong support for Verity Carbon Solutions' application for funding through Nebraska's ONE RED program.

Verity's technology gives producers practical tools to measure and verify the outcomes of the conservation practices many of us are already using – from improving soil health to protecting water quality. By quantifying these efforts, Verity helps open new markets that reward farmers for good stewardship and create additional revenue streams for our operations.

The ONE RED program was built to encourage voluntary, incentive-based approaches that strengthen rural economies and improve water outcomes. Verity's proposal aligns directly with that vision. Their system brings transparency, accountability, and measurable results – helping Nebraska's producers remain competitive, efficient, and resilient in a changing marketplace.

I've spent my career advocating for the long-term success of Nebraska's family farms. Supporting innovative tools like Verity's ensures our producers have the resources they need to thrive, diversity their operations, and continue leading the way in responsible agriculture. I encourage your full consideration of Verity Carbon Solutions' application and the lasting value it can bring to farmers and rural communities across our state.

Sincerely,

A handwritten signature in blue ink that reads "Tom Brandt".

Senator Tom Brandt
Nebraska Legislative District 32

**State of Nebraska – State Purchasing Bureau
REQUEST FOR PROPOSAL FOR SERVICES CONTRACT**

SOLICITATION NUMBER	RELEASE DATE
124065 O5	January 20, 2026
OPENING DATE AND TIME	PROCUREMENT CONTACT
February 23, 2026 2:00 p.m. Central Time	Matthew Caddy

**PLEASE READ CAREFULLY!
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this service contract Request for Proposal (RFP) Number 124065 O5 for the purpose of selecting a qualified bidder to develop and implement a new Ag Data Bank (Data Bank) and Grants Program for the NDWEE’s Opportunity for Nebraska: Reducing Emissions and Decarbonization Program (ONE RED).

The primary focus of this solicitation is the development and implementation of a carbon intensity (CI) scores data bank (archive) that will foster the widespread adoption of CI scores as a key performance metric for crops and ag land management. In parallel, it will initiate and support community-based programs to encourage adoption of regenerative agriculture practices and provide incentives to farmers to acquire precision agriculture technology to facilitate adoption of these practices.

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

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

The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be through September 30, 2029 commencing upon execution of the contract by the State and the Vendor (Parties). The Contract includes the option to renew for two (2) additional six (6) Month periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

In the event that a contract with the awarded bidder(s) is cancelled or in the event that the State needs additional Vendors to supply the solicited services, this solicitation may be used to procure the solicited services up to two (2) years from the date the Intent to Award is posted, provided that 1) the solicited goods or services will be provided by a bidder (or a successive owner) who submitted a response pursuant to this solicitation, 2) the bidder’s solicitation response was evaluated, and 3) the bidder will honor the bidder’s original solicitation response, including the proposed cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

ALL INFORMATION PERTINENT TO THIS SOLICITATION CAN BE FOUND ON THE INTERNET AT: <https://das.nebraska.gov/materiel/bidopps.html>.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the Solicitation, and the awarded solicitation response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov> and https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php.

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

These postings will include the entire solicitation response. Bidder must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate file named conspicuously as "PROPRIETARY INFORMATION". The bidder should submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and

explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992). **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE SOLICITATION IS PROPRIETARY. COST SHEETS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

If the State determines it is required to release withheld proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, or solicitation response for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a solicitation response, specifically waives any copyright or other protection the contract, or solicitation response may have; and acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver are a prerequisite for submitting a solicitation response, and award of a contract. Failure to agree to the reservation and waiver will result in the solicitation response being found non-responsive and rejected.

Any entity awarded a contract or submitting a solicitation response agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or solicitation response, awards, and other documents.

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GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State or other sources of testing standards, for measuring the effectiveness of products or goods and the means used for testing such performance

Addendum: A written correction or alteration to a document during the solicitation process (e.g., Questions and Answers, Revised Schedule of Events, Addendum to Contract Award)

Agency: All officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations

Agent/Representative: A person authorized to act on behalf of another

Amend: To alter or change by adding, subtracting, or substituting

Amendment: A written correction or alteration to a document

Appropriation: Legislative authorization to expend public funds for a specific purpose; money set apart for a specific use

Approved Service Provider (ASP): Contractors that work with producers to gather information and create a verifiable CI score

Automated Clearing House (ACH): Electronic network for financial transactions in the United States

Award: All purchases, leases, or contracts which are based on competitive solicitations will be awarded according to the provisions in the solicitation

Best and Final Offer (BAFO): In a competitive solicitation, the final offer submitted which contains Vendor's most favorable terms for price

Bid: See Solicitation Response

Bid Opening: The process of opening correctly submitted solicitation responses at the time and place specified in the written solicitation and in the presence of any bidder who wishes to attend

Bidder: A Vendor who submits a Solicitation Response

Breach: Violation of a contractual obligation by failing to perform or repudiation of one's own promise

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity

Business Day: Any weekday, except State-recognized holidays

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays

Cancellation: To call off or revoke a solicitation, purchase order, or contract without expectation of conducting or performing at a later time

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

Central Processing Unit (CPU): Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software

Change Order: Document that provides amendments to an executed purchase order or contract

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose

Commodities: Any equipment, material, supply, or goods; anything movable or tangible that is provided or sold

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

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

Confidential Information: See Proprietary Information

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement

Contract Administration: The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions

Contract Award: Document that officially awards a contract to a bidder(s) as the result of a competitive solicitation or a vendor(s) in a contract that qualifies for an exception or exemption from the competitive bidding requirements of the State Procurement Act

Contract Management: The management of day-to-day activities at the agency which includes but is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Vendor

Contract Period: The duration of the contract

Contractor: See Vendor

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work

Cost Sheet: A required document that is completed by the vendor in the prescribed format to show the vendor's pricing to provide the commodities or perform the services requested.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those commodities or services provided by a Vendor

Default: The omission or failure to perform a contractual duty

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract

Evaluation: The process of examining a solicitation response after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the solicitation response that relate to determination of the successful award

Evaluation Committee: Individual(s) identified by the agency that leads the solicitation to evaluate solicitation responses

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period; not to be confused with "Renewal Period"

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the Vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country

Goods: See Commodities

Installation Date: The date when the procedures described in "Installation by Vendor" and "Installation by State" as found in the solicitation or contract are completed

Interested Party: A person acting in their personal capacity or an entity entering into a contract or other agreement creating a legal interest therein

Late Solicitation Response: A solicitation response received after the Opening Date and Time

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Vendor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently

Mandatory: Required, compulsory, or obligatory

May: Discretionary, permitted; used to express possibility

Module (see System): A collection of routines and data structures that perform a specific function of software

Must: See Shall

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services

Non-core: See Catalog

Non-Responsive Solicitation Response: Any solicitation response that does not comply with the requirements of the solicitation or cannot be evaluated against the other solicitation responses

Nonnegotiable: These clauses are controlled by state law and are not subject to negotiation

Opening Date and Time: Specified date and time for the opening of received, labeled, and sealed formal solicitation responses

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources

Outsourcing: The contracting out of a business process that an organization may have previously performed internally or for which an organization has a new need to an independent organization from which the process is purchased back

Payroll & Financial Center (PFC): Electronic procurement system of record

Performance Bond: An insurance agreement accompanied by a monetary commitment by which a third party (the surety) accepts liability and guarantees that the Vendor fulfills any and all obligations under the contract

Personal Property: See Commodities

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination

Point of Contact (POC): The person designated to receive communications and to communicate

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption

Program Error: Code in Licensed Software that produces unintended results or actions or that produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the solicitation, plus any additional programs and products licensed by the State under the contract for use by the State

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract

Proposal: See Solicitation Response

Proprietary Information: Trade secrets, academic and scientific research work that is in progress and unpublished or other information that if released would give advantage to business competitors and serve no public purpose. See Neb. Rev. Stat. § 84-712.05(3). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance:

A complaint about a governmental action or decision related to the solicitation or resultant contract under SPB's Protest Policy.

Quote: See Solicitation Response

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent used by the State as recommended by the Vendor

Release Date: The date of public release of the solicitation

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions; not to be confused with "Extension"

Request for Proposal (RFP): See Solicitation

Responsible Bidder: A Vendor who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance

Responsive Bidder: A Vendor who has submitted a solicitation response which conforms to all requirements of the solicitation

Shall: An order/command; mandatory

Should: Expected; suggested, but not necessarily mandatory

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software

Solicitation: A formal invitation to receive quotes in the form of a Request for Proposal or Invitation to Bid

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

Solicitation Response: An offer, quote, bid, or proposal submitted by a Vendor in response to a Solicitation

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract

Subcontractor: Individual or entity with whom the Vendor enters a contract to perform a portion of the work awarded to the Vendor

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Vendor as functioning or being capable of functioning, as an entity

Termination:

Occurs when either Party, under a power created by agreement or law, puts an end to the contract prior to the stated expiration date; all obligations that are still executory on both sides are discharged but any right based on prior breach or performance survives

Third-Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and subcontractors or agents, and their employees. It shall not include any entity or person who is an interested party to the contract or agreement

Trade Secret: Information, including but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. § 87-502(4))

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or Vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office

Upgrade: Any change that improves or alters the basic function of a product of service

Vendor: An individual or entity lawfully conducting business with the State, or licensed to do so, who seeks to provide and contract for goods or services under the terms of a Solicitation and/or Contract

Vendor Performance Report: A report completed by the using agency and submitted to State Purchasing Bureau documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications

Will: See Shall

Work Day: See Business Day

ACRONYM LIST

ACH – Automated Clearing House

ARO – After Receipt of Order

BAFO – Best and Final Offer

CI- Carbon Intensity

COI – Certificate of Insurance

CPRG – Climate Pollution Reduction Grants

CPU – Central Processing Unit

DAS – Department of Administrative Services

F.O.B. – Free on Board

ICT – Information and Communication Technology

ITB – Invitation to Bid

ONE RED – Opportunity for Nebraska: Reducing Emissions and Decarbonization+

NDWEE – Nebraska Department of Water, Energy, and Environment

NIGP – National Institute for Governmental Purchasing

PA – Precision Agriculture

QAPP - Quality Assurance Project Plan

RA – Regenerative Agriculture

RFP – Request for Proposal

SPB – State Purchasing Bureau

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

This solicitation is designed to solicit responses from qualified bidders who will be responsible for developing and implementing a new Ag Data Bank and Grants Program for the NDWEE's Opportunity for Nebraska: Reducing Emissions and Decarbonization Program (ONE RED), at a competitive and reasonable cost.

Solicitation responses shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective bidders are expected to carefully examine all documents, schedules, and requirements in this solicitation, and respond to each requirement in the format prescribed. Solicitation responses may be found non-responsive if they do not conform to the solicitation.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with the State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

RFP Number: 124065 O5
Name: Matthew Caddy, Procurement Contracts Officer
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: 402-471-6500
E-Mail: as.materielpurchasing@nebraska.gov

From the date the solicitation is issued until the Intent to Award is issued, communication from the bidder is limited to the POC listed above. After the Intent to Award is issued, the bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications, or amendments regarding this solicitation in writing. Only the SPB or awarding agency can award a contract. Bidders shall not have any communication with or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the POC; and
3. Contact required for negotiation and execution of the final contract.

The State reserves the right to reject a bidder's solicitation response, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

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

Schedule of Events	
ACTIVITY	DATE/TIME
1. Release solicitation	January 20, 2026
Last day to submit written questions.	
2. ShareFile link for uploading questions: https://nebraska.sharefile.com/r-rea44a4b33a68405db453b6e17ea4532e	February 2, 2026
3. State responds to written questions through "Solicitation "Addendum" to be posted to the Internet at: http://das.nebraska.gov/materiel/bidopps.html	February 9, 2026
<p>Electronic Solicitation Opening – Online Via Webex</p> <p>IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES BY OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES.</p> <p>ShareFile Electronic Solicitation Submission Link: https://nebraska.sharefile.com/r-r522b25eb8f5d42ccb164f1e1bae8a8fa</p> <p>Join link: https://sonvideo.webex.com/sonvideo/j.php?MTID=mb606d0ff9322e2b9be86d1c3b3c6c263</p> <p>Webinar number: 2498 209 1023</p> <p>Webinar password: nTurCZPb668 (68872972 when dialing from a phone or video system)</p> <p>Join by phone +1-408-418-9388 United States Toll</p> <p>Access code: 249 820 91023</p>	February 23, 2026 2:00 PM Central Time
4.	
5. Review for conformance to solicitation requirements	February 23, 2026
6. Evaluation period	February 24-26, 2026
7. "Vendor Demonstrations" (top proposals) if required	March 4, 2026
8. Post "Intent to Award" to the Internet at https://das.nebraska.gov/materiel/bidopps.html	March 11, 2026
9. Contract finalization period	March 11 – March 20, 2026
10. Contract award	March 23, 2026
11. Contract start date	TBD

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to State Purchasing Bureau and clearly marked "Solicitation 124065 O5; Ag Data Bank and Grants Program-Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

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

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

RFP Section Reference	RFP Page Number	Question

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

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

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

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

F. ETHICS IN PUBLIC CONTRACTING

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

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

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

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

G. DEVIATIONS FROM THE SOLICITATION

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

H. SUBMISSION OF SOLICITATION RESPONSES

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

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

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

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

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

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

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

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

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

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

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

- a. The Solicitation response and Proprietary information should be uploaded as separate and distinct files.
 - i. If duplicated responses are submitted, the State will retain only the most recently submitted response.
 - ii. If it is the bidder's intent to submit multiple responses, the bidder must clearly identify the separate submissions.
 - iii. It is the bidder's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late responses will be accepted.
- b. **ELECTRONIC SOLICITATION RESPONSE FILE NAMES**

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

 - i. 124065 O5 Company Name
If multiple files are submitted for one solicitation response, add number of files to file names:
124065 O5 Company Name File 1 of 2
124065 O5 Company Name File 2 of 2
 - ii. If multiple responses are submitted for the same solicitation, add the response number to the file names:
124065 O5 Company Name Response 1 File 1 of 2

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

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

I. SOLICITATION PREPARATION COSTS

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

J. FAILURE TO COMPLY WITH SOLICITATION

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

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

K. SOLICITATION RESPONSE CORRECTIONS

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

1. If a corrected electronic solicitation response is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted. The corrected solicitation response file name(s) should be identified as:
 - a. Corrected 124065 O5 Company Name Response #1 File 1 of 2,
 - b. Corrected 124065 O5 Company Name Response #2 File 2 of 2, etc.

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

L. LATE SOLICITATION RESPONSES

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

M. BID OPENING

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

N. SOLICITATION REQUIREMENTS

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

1. Original Contractual Agreement Form signed manually in ink or by DocuSign;
2. Clarity and responsiveness;
3. Completed Corporate Overview;
4. Completed Sections II through IV;
5. Completed Technical Response; and
6. Completed Cost Sheet.

O. EVALUATION COMMITTEE

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

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

P. EVALUATION OF SOLICITATION RESPONSES

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

1. Corporate Overview may include, but is not limited to:
 - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Solicitation;
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the bidder’s historical or current performance; and
 - e. such other information that may be secured and that has a bearing on the decision to award the contract.
2. Technical Response; and
3. Cost Sheet.

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

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

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

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

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

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

Q. BEST AND FINAL OFFER

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

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

R. REFERENCE AND CREDIT CHECKS

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

S. AWARD

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

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

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

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at: https://das.nebraska.gov/materiel/docs/NE_DAS_Materiel_Purchasing_Agency-SPB_Policy_23_07_Protest_Policy.pdf

T. LUMP SUM OR "ALL OR NONE" SOLICITATION RESPONSES

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

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

U. REJECTION OF SOLICITATION RESPONSES

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

V. PRICES & COST CLARIFICATION

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

W. VENDOR DEMONSTRATIONS

The State may determine that oral interviews/presentations and/or demonstrations are required. Every bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its

discretion, to select only the top scoring bidders to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Corporate Overview, 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.

II. TERMS AND CONDITIONS

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

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

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

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

The bidders should submit with their solicitation response any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the solicitation response as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award has been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one (1) Party has a particular clause, then that clause shall control,
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together,
3. If both Parties have a similar clause, but the clauses conflict, the State’s clause shall control.

A. GENERAL

1. The contract resulting from this Solicitation shall incorporate the following documents:
 - a. Solicitation, including any attachments and addenda;
 - b. Questions and Answers;
 - c. Bidder’s properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder;
 - d. Addendum to Contract Award (if applicable); and
 - e. Amendments to the Contract. (if applicable)

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) Executed Contract and any attached Addenda 3) Addendums to the solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda or attachments, and 5) the Vendor’s submitted solicitation response, including any terms and conditions or agreements that are accepted by the State.

Unless otherwise specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Vendor.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Bidder and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

C. BUYER'S REPRESENTATIVE

The State reserves the right to appoint a Buyer's Representative to manage or assist the Buyer in managing the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the bidder will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Nonnegotiable)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK & SUSPENSION OF SERVICES

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Vendor. The Vendor will be notified in writing when work may begin.

The State may, at any time and without advance notice, require the Vendor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Vendor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Vendor with written notice that such performance or deliverables may resume, in whole or in part.

F. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

G. CHANGE ORDERS OR SUBSTITUTIONS

The State and the Vendor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Vendor may not claim forfeiture of the contract by reasons of such changes.

The Vendor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Vendor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Vendor's solicitation response, were foreseeable, or result from difficulties with or failure of the Vendor's solicitation response or performance.

No change shall be implemented by the Vendor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any good or service is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract to include the alternate product at the same price.

*****Vendor will not substitute any item that has been awarded without prior written approval of 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

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.

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,

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/>.

III. VENDOR DUTIES

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

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

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

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

A. INDEPENDENT VENDOR / OBLIGATIONS

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

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

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

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

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

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

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Vendor’s employees, including all insurance required by state law,
3. Damages incurred by Vendor’s employees within the scope of their duties under the contract,
4. Maintaining Workers’ Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Vendor’s employees; and,

6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Vendor, its officers, agents, or subcontractors or subcontractor's employees).

If the Vendor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the solicitation response. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its solicitation response in the performance of the contract without the prior written authorization of the State. If the Vendor subcontracts any of the work, the Vendor agrees to pay any and all subcontractors in accordance with the Vendor's agreement with the respective subcontractor(s).

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

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

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

B. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)

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

C. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

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

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

E. COOPERATION WITH OTHER VENDORS

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

F. DISCOUNTS

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

G. PRICES

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.

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Vendors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$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

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.

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.

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.)
		

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.**

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.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

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

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

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

B. PROJECT ENVIRONMENT

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

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

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

C. SCOPE OF WORK

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

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

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

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

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

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

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

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

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

D. DELIVERABLES

The following section corresponds with the Cost Sheet – Pricing Schedule.

Item #	DELIVERABLES	Preferred Timeline
1.	<p>DATA BANK: Design, Develop, and maintain a secure data management and reporting platform for a Nebraska-Based Carbon Intensity (CI) Score Data Bank tailored around Nebraska’s specific agricultural, economic, and environmental landscape.</p> <p>a. Maintain control over data to reassure participants the data will be maintained and used in a way that protects a participants’ privacy. (See below and Section E)</p> <p>b. Support data management via an approved API</p> <p>c. Establish a process for producer consent for 3rd party vendor logging of CI scores and data within the Data Bank.</p> <p>d. Readily customizable to allow for changes in Nebraska agricultural sector demands.</p> <p>e. Confirmation of vendor estimations utilizing Argonne Laboratory’s GREET model</p> <p>f. Compatibility with established national and international registries to allow Nebraska’s participants the ability to transition between products is preferred.</p>	<p>Thru Sep 2029</p>

<p>1.1</p>	<p>System Design and Development</p> <ul style="list-style-type: none"> a. Develop a secure, scalable, and user-friendly digital platform that allows third-party approved service providers to upload verified CI scores for participating participants. b. Create an intuitive interface where participants can access their CI scores, track payment status, and monitor their historical data. c. Design a backend system capable of storing and organizing large volumes of CI score data, with advanced search, filtering, and reporting capabilities. d. Integrate a payment system that automates the issuance of incentive payments once a valid CI score has been received, verified, and confirmed. e. Ensure API integration with third-party vendors who will upload CI scores, including verification of authorized vendors and standardizing data formats for seamless input. 	<p>By Jun 2026</p>
<p>1.2</p>	<p>Data Security and Privacy (See Section V.E for additional background)</p> <ul style="list-style-type: none"> a. Implement robust cybersecurity measures to protect sensitive data, including encryption of both in-transit and at-rest data. b. Ensure data privacy compliance with relevant regulations (e.g., GDPR, CCPA, or applicable federal/state regulations) to protect participants' confidential information. c. Authenticate and verify third-party approved service providers to ensure only approved, verified entities can upload CI scores, minimizing the risk of fraudulent or erroneous data entries. d. Conduct and report on an annual cybersecurity audit whose team includes Certified Information Systems Auditors (CISA), Certified Information Security Managers (CISM), or Certified Information Systems Security Professionals (CISSP). <ul style="list-style-type: none"> i. The entity should have expertise in SOC 2 (System and Organization Controls), ISO/IEC 27001 (Information Security Management Systems), and NIST (National Institute of Standards and Technology) cybersecurity frameworks to ensure a high level of technical scrutiny. 	<p>By Jun 2026</p>
<p>1.3</p>	<p>Payment Processing Integration</p> <ul style="list-style-type: none"> a. Automate incentive payments to participants based on predefined rules and thresholds determined by NDWEE once a valid CI score is confirmed. b. Integrate with banking or payment systems (e.g., ACH, digital wallets, or direct deposit platforms) to facilitate timely and accurate payments to participants. c. Track and report payments in real-time, offering participants a clear view of payment status and transaction history. 	<p>By Jun 2026</p>
<p>1.4</p>	<p>System Validation and Quality Assurance</p> <ul style="list-style-type: none"> a. Test the platform thoroughly for functionality, scalability, security, and usability before launch. b. Perform continuous quality assurance (QA) and updates to ensure system stability and performance as usage scales up. c. Review and conform to NDWEE's Quality Assurance Project Plan (QAPP) for this project. See Attachment B d. Provide support for future upgrades, including the ability to adapt to changing requirements or integration with additional functionalities (e.g., integration with carbon markets). 	<p>By Jun 2026</p>
<p>1.5</p>	<p>User Training and Support</p> <ul style="list-style-type: none"> a. Develop training materials (e.g., user manuals, video tutorials) to help both participants and third-party service providers navigate the platform. b. Provide ongoing customer support for technical issues, including troubleshooting and real-time problem resolution. c. Set up a help desk or support center with multiple communication channels (e.g., phone, email, chat) to handle queries from participants, vendors, and administrators. 	<p>By Aug 2026</p>
	<p>Data Reporting, Analytics, and Evaluation</p> <ul style="list-style-type: none"> a. Build robust data reporting features that allow program administrators to track submissions, analyze CI score trends, and generate customized reports. b. Enable advanced analytics that can monitor key performance indicators (KPIs), such as average CI reductions across the state, incentive payout totals, and farm-level improvements. 	

<p>1.6</p>	<ul style="list-style-type: none"> c. Integrate data export functionalities for ease of reporting to stakeholders, including the EPA and other regulatory bodies. d. Provide quarterly reports to the NDWEE summarizing: <ul style="list-style-type: none"> i. Program milestones and accomplishments ii. Enrollment and participation statistics iii. Challenges encountered and mitigation strategies iv. Financial tracking and budget updates e. Submit comprehensive annual reports including: <ul style="list-style-type: none"> i. Year-to-date summaries of all program activities ii. Cumulative financial statements iii. Assessment of program effectiveness and environmental outcomes f. Environmental Impact Reporting - Provide detailed environmental outcome data in each report, including: <ul style="list-style-type: none"> i. Carbon intensity (CI) reductions (e.g., tons of CO₂-equivalent avoided or reduced) ii. Soil health improvements (e.g., organic matter increases, erosion reductions) iii. Water conservation metrics (e.g., acre-feet saved, improvements in efficiency) g. Monitoring & Evaluation (M&E) System Implementation - Design and implement a robust monitoring and evaluation framework to assess: <ul style="list-style-type: none"> i. Performance of grant-funded projects ii. Effectiveness of the CI Data Bank platform iii. Adoption rates and outcomes of regenerative practices h. Performance Metrics & KPIs - Track and report against clear, quantifiable metrics, including but not limited to: <ul style="list-style-type: none"> i. Tons of CO₂ reduced or avoided ii. Acres of regenerative practices adopted iii. Number and type of conservation practices implemented iv. Changes in baseline vs. post-implementation CI scores i. Data Transparency & Accountability - Ensure open and auditable documentation of all program activities, financials, and outcomes <ul style="list-style-type: none"> i. Maintain a centralized reporting system or dashboard that supports data sharing with EPA, NDWEE, and other stakeholders as required j. Align all reports with applicable EPA and DWEE guidelines and timelines. <ul style="list-style-type: none"> i. Ensure proper documentation for audits, evaluations, and public recordkeeping 	<p style="text-align: center;">Thru Sep 2029</p>
<p>1.7</p>	<p>Maintenance and Updates (See Section V.E for additional background)</p> <ul style="list-style-type: none"> a. Provide ongoing system maintenance to ensure the platform remains secure, up-to-date, and optimized for performance. b. Offer post-launch updates to enhance functionality, fix bugs, and incorporate new features based on user feedback or evolving program requirements. c. Monitor system performance to ensure 99.5% uptime reliability and quick resolution of any issues that arise. 	<p style="text-align: center;">Thru Sep 2029</p>
<p>2. PI & CI GRANTS DIGITAL INTERFACE: Design, Develop, and Maintain a digital interface for the Precision and Regenerative Agricultural Grant Programs.</p> <ul style="list-style-type: none"> a. Maintain control over data to reassure participants the data will be maintained and used in a way that protects a participant's privacy. (See below and Section E) b. Support data management via an approved API c. Develop an incentive-based program and workflow whereby applications will be efficiently received, reviewed, approved, and reimbursed to producers needing transitional support. d. Facilitate application processing on a rolling basis until funds are expended. 		<p style="text-align: center;">Thru Sep 2029</p>

2.1	<p>System Design and Development</p> <ul style="list-style-type: none"> a. Develop a secure, scalable, and user-friendly digital platform that allows participants or approved third-party vendors to upload cropping data. b. Allow participants or approved third-party service providers to submit precision agriculture applications for program review and interface with NDWEE’s Grant Management software, if applicable, to manage participant grant payments. c. Develop and include a Scenario Modeling Tool to generate “what-if” impacts such as switching to no-till, adding cover crops or using renewable energy such as biodiesel. d. Create an intuitive interface where farmers can access their cropping data, track payment status, and monitor their historical data. e. Design a backend system capable of storing and organizing large volumes of cropping data, with advanced search, filtering, and reporting capabilities. f. Integrate a payment system, considering any NDWEE’s Grant Management software, that issues the grant payment once cropping data has been received, verified, and confirmed. g. Ensure API integration with third-party service providers who will upload cropping data, including verification of authorized approved service providers and standardizing data formats for seamless input. 	By Jun 2026
2.2	<p>Data Security and Privacy</p> <ul style="list-style-type: none"> a. Implement robust cybersecurity measures to protect sensitive data, including encryption of both in-transit and at-rest data. b. Ensure data privacy compliance with relevant regulations (e.g., GDPR, CCPA, or applicable federal/state regulations) to protect participants’ confidential information. c. Authenticate and verify third-party approved service providers to ensure only approved, verified entities can upload cropping data, minimizing the risk of fraudulent or erroneous data entries. d. Conduct and report on an annual cybersecurity audit whose team includes Certified Information Systems Auditors (CISA), Certified Information Security Managers (CISM), or Certified Information Systems Security Professionals (CISSP). i. The vendor should have expertise in SOC 2 (System and Organization Controls), ISO/IEC 27001 (Information Security Management Systems), and NIST (National Institute of Standards and Technology) cybersecurity frameworks to ensure a high level of technical scrutiny. 	By Jun 2026
2.3	<p>Payment Processing Integration</p> <ul style="list-style-type: none"> a. Automate incentive payments to participants based on predefined rules and thresholds determined by NDWEE once valid cropping data is confirmed. b. Integrate with banking or payment systems (e.g., ACH, digital wallets, or direct deposit platforms) to facilitate timely and accurate payments to participants. c. Track and report payments in real-time, offering participants a clear view of payment status and transaction history. 	By Jun 2026
2.4	<p>System Validation and Quality Assurance</p> <ul style="list-style-type: none"> a. Test the platform thoroughly for functionality, scalability, security, and usability before launch. b. Perform continuous quality assurance (QA) and updates to ensure system stability and performance as usage scales up. c. Review and conform to NDWEE’s Quality Assurance Project Plan (QAPP) for this project. (See Attachment B) d. Provide support for future upgrades, including the ability to adapt to changing requirements or integration with additional functionalities (e.g., integration with carbon markets). 	By Jun 2026
2.5	<p>User Training and Support</p> <ul style="list-style-type: none"> a. Develop training materials (e.g., user manuals, video tutorials) to help both participants and third-party service providers navigate the platform. b. Provide ongoing customer support for technical issues, including troubleshooting and real-time problem resolution. c. Set up a help desk or support center with multiple communication channels (e.g., phone, email, chat) to handle queries from participants, approved service providers, and administrators. 	By Aug 2026

2.6	<p>Data Reporting and Analytics</p> <ul style="list-style-type: none"> a. Build robust data reporting features that allow program administrators to track submissions, analyze CI score trends, and generate customized reports. b. Enable advanced analytics that can monitor key performance indicators (KPIs), such as average CI reductions across the state, incentive payout totals, and farm-level improvements. c. Integrate data export functionalities for ease of reporting to stakeholders, including the EPA and other regulatory bodies. d. Data Transparency & Accountability - Ensure open and auditable documentation of all program activities, financials, and outcomes e. Maintain a centralized reporting system or dashboard that supports data sharing with EPA, NDWEE, and other stakeholders as required f. Align all reports with applicable EPA and NDWEE guidelines and timelines. Ensure proper documentation for audits, evaluations, and public recordkeeping 	Thru Sep 2029
2.7	<p>Maintenance and Updates</p> <ul style="list-style-type: none"> a. Provide ongoing system maintenance to ensure the platform remains secure, up-to-date, and optimized for performance. b. Offer post-launch updates to enhance functionality, fix bugs, and incorporate new features based on user feedback or evolving program requirements. c. Monitor system performance to ensure 99.5% uptime reliability and quick resolution of any issues that arise. 	Thru Sep 2029
<p>3. Program Support: Provide day-to-day support for the Ag Data Bank and Grants Program which includes the Carbon Intensity (CI) Data Bank, the Precision Agriculture (PA) Grant Program, and the Regenerative Agriculture (RA) Grant Program.</p>		Thru Sep 2029
3.1	<p>Support the NDWEE with program input and coordination through:</p> <ul style="list-style-type: none"> a. Coordinate and prepare program materials, meetings, and engagement sessions associated with Deliverables 1 and 2. b. Develop and manage program action list to ensure all efforts and initiatives are completed in a timely manner for Deliverables 1 and 2. c. Conduct research to inform and advance concepts in relation to carbon intensity calculation and market opportunities. d. Facilitate meetings and calls with NDWEE as needed to ensure project success. 	
3.2	<p>Assist in communication and activities between NDWEE, producers, Nebraska Resource Districts (NRDs), vendors, and third-party service providers to the extent possible in relation to Deliverables 1 and 2.</p>	
3.3	<p>As may be necessary or prudent, the Vendor shall enter subcontracts or partner with various entities to perform all necessary program functions in a timely and efficient manner and be responsible for appropriate oversight, as applicable. NDWEE shall be consulted before subcontracts are executed that will require the use of funds from ONE RED.</p>	
3.4	<p>Ensure proper management and security of various types of sensitive and operational farm data including the development and management of the Nebraska Ag Data Bank and Grants Program where data integrity and security are paramount (Section V.E. below).</p>	
3.5	<p>Assist grant program implementation including solicitations, application development, funding disbursement, monitoring, and reporting.</p>	
3.6	<p>Documentation & Reporting</p> <ul style="list-style-type: none"> a. Submit all technical specifications, security protocols, training materials and any other program documentation to NDWEE for review/approval in a timely manner b. Prepare internal and external project performance reports c. Archive records of compliance, ASP evaluations, and audit results d. Conduct post-implementation review with ASPs, if needed, and NDWEE team 	
3.7	<p>Coordinate with 3rd Party Approved Service Providers (ASPs)</p> <ul style="list-style-type: none"> a. Manage subcontracts with 3rd Party ASPs b. Assist in the development of criteria and procedures for ASP qualification and approval 	

	<ul style="list-style-type: none"> c. Develop and conduct oversight and monitoring approach for ASP performance d. Develop communication and reporting protocols between Data Bank, producers, and ASPs e. Develop risk management and fraud prevention measures regarding ASPs 	
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E. TECHNICAL REQUIREMENTS: DATA MANAGEMENT AND SECURITY

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

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

- 1) Participant and ASP Personal Data
 - a) Personal Identifiable Information (PII) that can include names, addresses, contact information (phone numbers, emails), and possibly government-issued identifiers (e.g., tax ID numbers or Social Security numbers).
 - b) Financial Information: Bank account details, payment preferences, and transaction histories related to incentive payments and grants.
 - c) ASP Information: Registration data for third-party CI ASPs, including their credentials, contact information, and any certification or validation documents.
- 2) Carbon Intensity (CI) Scores and Environmental Data
 - a) CI Scores: Data submitted by third-party vendors detailing carbon intensity values for specific crops or farming operations, potentially including crop type, input use (fertilizer, pesticides), fuel usage, and carbon emissions data.
 - b) Farm-Level Environmental Data: This may include soil health metrics, water usage, fertilizer application, energy consumption, and carbon sequestration practices (e.g., cover crops, no-till farming).
- 3) Grant Application Data
 - a) Grant Application Information: This includes details about precision or regenerative agriculture projects, the types of technology or practices participants are seeking funding for, and detailed business cases or proposals.
 - b) Supporting Documentation: Technical specifications of precision agriculture equipment, farm plans, environmental impact assessments, or other documents submitted as part of the grant application process.
- 4) Financial Data for Incentive Payments and Grant Disbursements
 - a) Payment Records: Data related to the financial disbursement of incentives and grants to participants and vendors, including amounts, payment dates, and bank account details.
 - b) Tax Information: Data related to tax filings or reporting, such as tax identification numbers, if necessary for payments or reporting.
- 5) Performance Monitoring and Reporting Data
 - a) Program Performance Data: Aggregated metrics related to the effectiveness of the grants program and CI Data Bank, such as total emissions reductions, precision ag adoption rates, and improvements in soil health or water conservation.
 - b) Monitoring and Evaluation Reports: Periodic reports documenting program outcomes, grant impacts, and compliance with environmental targets.
- 6) System Access and User Activity Data
 - a) User Access Logs: Detailed records of who accessed the system, what data they viewed or modified, and when they accessed it.
 - b) Audit Trails: Comprehensive logs to track all system activity, ensuring transparency and accountability in the management of data.
- 7) Geospatial and Agricultural Data
 - a) Farm Location Data: Geospatial coordinates or addresses of farms participating in the CI Data Bank or grant programs.
 - b) Geospatial Data: Information collected via precision agriculture tools, such as satellite imagery, soil moisture levels, or crop health data collected via drones or sensors.
- 8) Regulatory and Compliance Data

- a) Compliance Documentation: Records related to compliance with environmental regulations or certification for carbon credits, such as third-party validation of CI scores.
- b) Regulatory Reports: Data submitted to regulatory bodies (e.g., EPA), including aggregated CI data, environmental performance summaries, or financial reports.

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

- Encrypting sensitive data while in transit and at rest. Compliance with privacy laws (e.g., GDPR, CCPA) will be ensured, with proper anonymization or pseudonymization of data where required.
- Implementing strict role-based access to limit the visibility of sensitive data only to authorized personnel. Different roles (e.g., administrators, financial officers, participants, third-party vendors) will have access only to the data they need.
- Requiring MFA for all users accessing the system, particularly those handling sensitive financial or personal data, to enhance security and prevent unauthorized access.
- Maintaining detailed audit logs for all actions within the system, including data access, modifications, and payments. Implement continuous monitoring and alert systems to detect any suspicious or unauthorized activities.
- Ensuring regular backups of all critical data, with redundancy measures in place to avoid data loss due to system failure or cyberattacks. Regular data integrity checks will verify that information has not been altered or corrupted.
- Adhering to industry standards and certifications for data security, such as SOC 2, ISO 27001, or PCI-DSS, depending on the nature of the data being handled.

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

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

VI. SOLICITATION RESPONSE INSTRUCTIONS

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

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

A. SOLICITATION RESPONSE SUBMISSION

1. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

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

b. FINANCIAL STATEMENTS

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

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

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

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

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous three (3) years. If the organization, its predecessor, or any Party named in the bidder's solicitation response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's solicitation response is or was an employee of the State within the past six (6) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

g. CONTRACT PERFORMANCE

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

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

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

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder should address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Solicitation. These descriptions should include:
 - a) The time period of the project,
 - b) The scheduled and actual completion dates,
 - c) The bidder's responsibilities,
 - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e) Each project description should identify whether the work was performed as the prime Vendor or as a subcontractor. If a bidder performed as the prime Vendor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as subcontractor projects.
- iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the bidders above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

iv. QUALIFICATION REQUIREMENTS

Interested organizations should demonstrate:

- a) Experience working with government agencies or large-scale grant programs, ensuring familiarity with public-sector requirements, regulatory standards, and reporting protocols.
- b) Expertise implementing secure platforms to handle sensitive data, encryption protocols, cybersecurity best practices, and compliance with data privacy regulations such as GDPR, CCPA, or other applicable state/federal standards.
- c) A record of building systems to handle digital payment systems and integrating automated payment solutions, such as ACH transfers, digital wallets, and other direct payment methods that streamline financial disbursements.
- d) A strong background in user experience and interface design to ensure the platform is intuitive, especially for non-technical users.
- e) Experience with mobile-friendly design to ensure the platform is accessible across devices, particularly for users in rural or remote areas.
- f) An established track record of providing customer support through multiple channels, ensuring real-time help with system navigation or technical issues.

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

The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Solicitation. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface, and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Solicitation in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

j. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder should provide:

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

2. TECHNICAL RESPONSE

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

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

CONTRACTUAL AGREEMENT FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

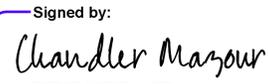
Per Nebraska’s Transparency in Government Procurement Act, Neb. Rev Stat § 73-603, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

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

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

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

THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

COMPANY:	Carbon A List dba Transform Ag
ADDRESS:	10030 Springlake South Lane, Firth, NE 68538
PHONE:	4028038055
EMAIL:	chan@transformf2c.com
BIDDER NAME & TITLE:	Chandler Mazour, Director of Farmer and Partner Success
SIGNATURE:	Signed by: 
DATE:	<small>B77CD987B7A44F7...</small> 2/26/2026

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

COST SHEET

RFP 124065 O5 – ONE RED Ag Data Bank and Grants Program

Bidder Information

Organization Name:	Carbon A List dba Transform Ag
Address:	10030 Springlake South Lane, Firth, NE 68538
Contact Name:	Chandler Mazour, Director of Farmer and Partner Success
Phone / Email:	Phone: 402-803-8055/ Chan@transformf2c.com

All proposed costs are fully detailed in the officially submitted Cost Sheet file labeled “**124065 O5 CAL – Transform Ag File 2 of 2.**” This document should be referenced for all budget verification purposes.

SECTION E: COST PROPOSAL CERTIFICATION

By signing below, the authorized representative certifies that:

1. All costs presented in this proposal are accurate, complete, and represent the Bidder's best estimate of the resources required to perform the work described in the RFP.
2. The Total Cost in Section A includes all costs necessary to perform all work as described in the Scope of Work.
3. The Bidder acknowledges that the Deliverable totals and Bid Total identified in Section A represent firm not-to-exceed amounts for the Contract term, and that no costs in excess of those amounts shall be incurred or reimbursed without prior written authorization through a formal Contract Amendment.
4. Labor rates in Section B are fully-loaded rates that include salary, fringe benefits, overhead, general and administrative costs, and profit. These rates will be used for all deliverables including any change orders or contract modifications.
5. **The Bidder understands that each Deliverable may be activated via written amendment at the State's discretion, based on program needs and available funding.**
6. The Bidder has reviewed all federal requirements applicable to this EPA-funded program, including 2 CFR Part 200, and can comply with all flow-down provisions.
7. All proposed subcontractors have been identified and their costs are included in the Area totals.
8. This pricing is firm and valid for one hundred eighty (180) days from the proposal due date.
9. The Bidder has not engaged in any collusion or other anti-competitive practices in connection with this proposal.

Authorized Signature:	<small>Signed by:</small> 	Date:
	<small>B77CD987B7A44F7...</small>	7/7/2026
Printed Name:	Chandler Mazour	Title:
		Chandler Mazour, Director of Farmer and Partner Success
Organization:	Carbon A List dba Transform Ag	Phone:
		402-803-8055