



# Nebraska National Defense Strategic Growth Facilitation Services

**Nebraska-led, mission-driven.**

Advancing strategic growth with four-star leadership.

June 5, 2026

Submitted by:

Nebraska Strategic Defense Authority (NSDA) in collaboration with The Roosevelt Group

Submitted to:

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB)



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*(signed using DocuSign)*



**Nebraska-led, mission-driven.**  
Advancing strategic growth with four-star leadership.

June 5, 2026

State Purchasing Bureau  
Attn. Connie Heinrichs, Procurement Contract Officer  
1526 K Street, Suite 130  
Lincoln, NE 68508

**RE: Nebraska National Defense Strategic Growth Facilitation Services (RFP NUMBER: 125590 O5)**

Dear Ms. Heinrichs and Selection Panel Members:

The Department of War (DoW) is pursuing the largest modernization and sustainment investment in its history, with a proposed budget exceeding \$1.15 trillion in discretionary funding and \$350 billion in mandatory funding. Central to this investment are modernization efforts across every major portfolio assigned to United States Strategic Command (USSTRATCOM), headquartered at Offutt Air Force Base in Bellevue, NE.

This historic investment presents a once-in-a-generation opportunity for Nebraska.

From replacing the nation's aging intercontinental ballistic missile (ICBM) force—much of which is located in western Nebraska—to fielding the world's first sixth-generation stealth bomber and modernizing the aging submarine-launched ballistic missile system and Ohio-class submarine fleet, the recapitalization of the Nuclear Triad represents one of the most consequential defense transformations in decades. USSTRATCOM sits at the center of this effort, positioning Nebraska to play an outsized role in America's national defense future.

**The Nebraska Strategic Defense Authority (NSDA) stands uniquely prepared to help Nebraska seize this opportunity.**

Led by a recently retired four-star Air Force general with unmatched strategic experience and supported by a coalition of nationally recognized partners, NSDA possesses the expertise, relationships, and institutional understanding necessary to align Nebraska with DoW priorities, congressional interests, and defense industrial base investments.

NSDA understands how to navigate both the DoW and Congress to position Nebraska as the state of choice for defense-related growth and investment. Through established relationships and strategic engagement with congressional defense and appropriations committees, military leadership, and industry stakeholders, NSDA will deliver actionable, results-oriented initiatives that strengthen Nebraska's defense ecosystem.

Specifically, NSDA will:

- Develop concise, executable projects aligned with the missions and priorities of the 55th Wing, 95th Wing, USSTRATCOM, and emerging Joint Force requirements.
- Support logistics and infrastructure development, including resilient energy solutions necessary to sustain critical national security missions.
- Strengthen workforce readiness and talent pipelines to meet growing demand in cyber operations, electromagnetic spectrum operations, information technology, chemical and biological defense, aerospace, and space-related professions.

- Expand partnerships between government, academia, and industry to accelerate dual-use technologies and defense innovation opportunities.

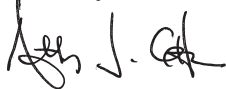
NSDA's collaborative network includes the University of Nebraska system—including the University of Nebraska Omaha and University of Nebraska Medical Center—as well as the Nebraska Defense Research Corporation, National Strategic Research Institute, USSTRATCOM Consultation Committee, Offutt Advisory Council, Offutt Community Development Corporation, Greater Omaha Chamber of Commerce, Bellevue Chamber of Commerce, Aksarben Foundation, Walter Scott Family Foundation, and strategic advisors such as The Roosevelt Group.

This coalition provides Nebraska with an unparalleled competitive advantage.

By combining strategic insight, trusted relationships, and a Nebraska-first approach, NSDA is exceptionally positioned to strengthen military missions, attract defense industry investment, support military families, and ensure Nebraska becomes the premier destination for national security innovation and growth.

For these reasons, NSDA represents the optimal partner to advance Nebraska's defense, economic, and strategic interests.

Sincerely,



ANTHONY J. COTTON, General (ret.), USAF  
CEO, Nebraska Strategic Defense Authority

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“Nebraska and the region stand at a pivotal crossroads. The missions at Offutt AFB and those executed by the Nebraska National Guard are foundational to our nation's security, while the modernization of the Nuclear Triad will create opportunities across the state—from Kimball to Omaha. With collaboration, strategic alignment, and a clear roadmap, Nebraska can become the nation's ‘State of Choice’ for defense and emerging national security missions. I firmly believe NSDA and TRG have the vision and leadership to make that goal a reality.”

- Gen (ret.) Anthony Cotton

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PART 1:

# Corporate Overview

# PART 1: Corporate Overview

## a. Bidder Identification and Information

|  |   |
|--|---|
| <b>FULL COMPANY OR CORPORATE NAME</b>  | Nebraska Strategic Defense Authority (NSDA)   |
| <b>ENTITY ORGANIZATION</b>             | NSDA is a 501(c)(3), a nonprofit public benefit corporation organized pursuant to the Nebraska Nonprofit Corporation Act. Governed by a Board of Directors; no members. |
| <b>STATE OF INCORPORATION</b>          | Nebraska  |
| <b>YEAR FIRST ORGANIZED</b>            | 2026  |
| <b>HISTORY OF NAME OR FORM CHANGES</b> | The organization is reflected as an amended and restated nonprofit corporation, indicating prior organizational formation with updated governing documents.             |

### Executive Summary

Nebraska stands at a pivotal moment in the evolution of its defense ecosystem. Home to United States Strategic Command (USSTRATCOM), Offutt Air Force Base, the Nebraska National Guard, nationally recognized research institutions, and a growing defense industrial base, Nebraska possesses a unique opportunity to strengthen national security while driving long-term economic growth throughout the State.

The Nebraska Military Department (NMD) seeks a partner capable of helping the State identify strategic opportunities, align stakeholders, strengthen infrastructure resilience, and position Nebraska for future Department of War investment. The Nebraska Strategic Defense Authority (NSDA), supported by The Roosevelt Group (TRG), provides a uniquely qualified team capable of accomplishing these objectives.

NSDA was established specifically to serve as Nebraska's statewide defense integrator. Its mission is to unify and align military installations, state agencies, local governments, defense contractors, universities, infrastructure providers, healthcare organizations, and community stakeholders around a common strategy focused on mission growth, resilience, innovation, quality of life, and economic opportunity.

Led by General (ret.) Anthony Cotton, former Commander of United States Strategic Command, NSDA brings together a leadership team uniquely positioned to advance Nebraska's

defense interests. General Cotton's longstanding relationships with military leaders, Nebraska's Congressional Delegation, the Governor's Office, business executives, and community leaders provide immediate credibility and convening power that will accelerate stakeholder engagement and implementation.

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### NSDA is a Trusted Partner

"While the NSDA is a newly established organization, its leadership team brings substantial experience, credibility, and relationships within the national defense community... OCDC had the opportunity to work closely with General (Retired) Anthony Cotton during his service as Commander of United States Strategic Command and now welcomes his continued leadership through the Nebraska Strategic Defense Authority."

*- Richard J. Evans III, Director,  
Offutt Community Development Corporation*

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Supporting NSDA is The Roosevelt Group, a nationally recognized defense community consulting firm with extensive experience supporting military installations, state governments, defense alliances, economic development organizations, and communities across the Nation. TRG provides deep expertise in mission analysis, installation resilience, infrastructure planning, strategic basing, military-community partnerships, federal funding programs, and defense-related economic development.

Together, NSDA and TRG offer a combination of Nebraska leadership, national defense expertise, and proven implementation experience that no other team can provide.

Our approach is designed not only to deliver the products identified within this solicitation, but to establish an enduring framework that positions Nebraska for sustained military mission growth, infrastructure investment, workforce development, innovation, and national defense relevance for years to come.

The NSDA Team recognizes that the project seeks to capitalize on the following opportunities while advancing the stated objectives.

- Leverage federal and state investments to enhance infrastructure and innovation capacity;
- Expand public-private partnerships;
- Solidify Nebraska's position as a hub for strategic deterrence, countering weapons of mass destruction, biomedical manufacturing, infectious disease and biocontainment, NC3, terrorism prevention and counterterrorism research, and emerging defense technologies; and
- Enhance economic diversification through defense-related research, manufacturing, and technology commercialization.

**Our proposed approach directly supports each of these objectives while fully addressing every requirement contained within the Scope of Work.**

## Firm Overviews

### Corporate Overview — NSDA



Nebraska's defense ecosystem is both diverse and complex. Military installations, National

Guard organizations, local governments, economic development entities, universities, healthcare providers, infrastructure owners, defense contractors, and community support organizations all play important roles in supporting military missions and defense-related economic development.

Historically, these organizations have often pursued similar objectives independently, resulting in fragmented efforts, duplication of resources, and missed opportunities to present a unified voice on behalf of Nebraska's defense interests.



The Nebraska Strategic Defense Authority was established specifically to address this challenge.

NSDA serves as Nebraska's statewide defense integrator. Its purpose is to align stakeholders, establish common priorities, facilitate collaboration, support military missions, strengthen military-community partnerships, and position Nebraska for future defense-related growth and investment.

Unlike traditional consulting engagements that conclude upon delivery of a final report, NSDA provides Nebraska with an enduring organizational framework capable of sustaining momentum and implementing recommendations long after the completion of this project.

NSDA's Board of Directors provides a unique combination of military, business, and community leadership. General (ret.) Anthony Cotton, former Commander of USSTRATCOM, and Air Force Global Strike Command brings unparalleled understanding of Nebraska's military missions and relationships throughout the Department of War. Calvin Sisson brings extensive experience in philanthropy, economic development, and community leadership. John Henderson, CEO of HDR, provides deep expertise in infrastructure, engineering, and strategic development.

**Together, these leaders provide NSDA with the ability to convene stakeholders, build consensus, and drive implementation.**



The Roosevelt Group leadership team — from left to right - Matt Herrmann, John Simmons, Christopher Goode and Kathleen Ferguson—brings together a unique blend of military, congressional, policy, appropriations, and defense community expertise. Collectively, they have spent decades helping clients build relationships, influence outcomes, secure resources, and position organizations for success across the national security enterprise.

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### TRG Brings Consistency, Focus, and Deep Understanding to the NSDA Team

“TRG’s credibility, professionalism, and results-oriented approach have made them one of the most respected firms supporting defense communities today.

“As Assistant Secretary of the Air Force for Installations, Environment and Energy, I worked with military installations and defense communities across the country. TRG consistently brought deep understanding of USAF priorities, the ability to anticipate issues early, and commitment to helping communities prepare to effectively engage with military leadership and decision-makers.

“Together, we supported the Strategic Command Consultation Committee, demonstrating TRG’s ability to bring military leaders, community stakeholders, and elected officials together on complex strategic issues while maintaining a clear focus on mission requirements and long-term success. While other firms can advocate on behalf of defense communities, I found TRG to be better at understanding the intersection of mission requirements, infrastructure, community support, and federal decision-making.”

*John Henderson, PE, HDR CEO & NSDA Board Member*

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### Corporate Overview — The Roosevelt Group



The Roosevelt Group

The Roosevelt Group brings decades of experience supporting military installations, defense

communities, state governments, and regional partnerships throughout the country.

TRG supports defense communities and organizations across the nation, including the Commonwealth of Massachusetts, Utah Defense Alliance, the Commonwealth of Virginia, Montgomery Area Chamber of Commerce (Alabama), Fort Smith (Arkansas), and numerous other military installations and regional partnerships.

Through strategic planning, stakeholder alignment, infrastructure and resilience initiatives, and targeted advocacy efforts, TRG helps communities protect existing missions, position themselves for future growth, and compete successfully for federal investment. The military missions supported by these communities span the full spectrum of national defense activities, including strategic deterrence, cyber operations, research and development, advanced acquisition, fighter and mobility missions, and Active, Guard, and Reserve components.

TRG’s team includes former senior military officers, former congressional staff, former defense officials, and nationally recognized experts in

military installations, resilience, strategic basing, appropriations, defense policy, cyber operations, National Guard issues, and defense industrial base development.

Both Kathleen Ferguson and Teran Judd participated in Air Force analytical efforts supporting the 2005 Base Realignment and Closure (BRAC) process and bring extensive experience evaluating military missions, infrastructure requirements, strategic value, workforce capacity, encroachment risks, and future mission growth opportunities.

TRG's hallmark is the development and execution of integrated advocacy strategies that engage both Department of War decision-makers and Congressional stakeholders. The firm has a long history of helping communities secure federal investment, strengthen military missions, pursue infrastructure funding, and position themselves for future growth.

Together, the NSDA Team provides Nebraska with a combination of statewide leadership, military expertise, federal relationships, strategic planning capabilities, and implementation experience unmatched by any other team.

## b. Financial Statements

NSDA has no judgments, pending or expected litigation, or other real or potential financial reversals.

TRG is a bipartisan firm with over 14 years of experience specializing in federal government relations, strategic advocacy and business development, serving a diverse client base of over 20 defense communities and over 50 defense & corporate organizations. All fiscal, contractual, and billing inquiries may be directed to our designated representative, John Simmons, Founder and Managing Partner. Our primary financial institution and credit reference is Capital One Bank. We are a privately owned firm with \$12 million in annual revenue for 2025. Regarding legal and financial standing, The Roosevelt Group has no pending litigation, outstanding judgments, or material financial reversals to disclose within the past 5 fiscal years.

## c. Change of Ownership

NSDA, and its partner TRG, do not anticipate any changes of ownership for the duration of this contract and its potential extensions.

## d. Office Location

NSDA's office will be responsible for performance pursuant to an award of a contract with the State of Nebraska.

Address:

**Nebraska Strategic Defense Authority**  
**6825 Pine Street**  
**Omaha, NE 68106**

## e. Relationships with the State

With its recent founding, NSDA has not had contractual dealings with the State of Nebraska, but brings years of relationships with stakeholders and community builders to leverage for the State's National Defense Strategic Growth.

### Partnerships

The NSDA team recognizes the unique role Nebraska plays in advancing national security priorities and supporting some of the nation's most critical defense portfolios. Home to the United States Strategic Command (USSTRATCOM) at Offutt Air Force Base, Nebraska serves as the center of gravity for strategic deterrence and nuclear command and control. USSTRATCOM is the Department of War's sole combatant command responsible for overseeing the Nation's Nuclear Command, Control, and Communications (NC3) enterprise—the critical architecture that connects the President and national leadership to the nuclear triad of strategic bombers, intercontinental ballistic missiles, and submarine-launched ballistic missiles.

The **USSTRATCOM NC3 Enterprise Center**, located at Offutt AFB, serves as the command's focal point for modernizing, integrating, and operating this vital national security network. During his tenure as Commander of United States Strategic Command, General Cotton led a comprehensive transformation of the NC3 enterprise. He recruited the current Enterprise Center leadership and established an executable modernization roadmap that synchronized efforts across the U.S. Air Force, U.S. Navy, Department of War research and development organizations, acquisition agencies, and numerous interagency partners. As a result, NSDA possesses an unparalleled understanding of the strategic defense ecosystem and the relationships necessary to help organizations navigate and contribute to this mission space.

The **University of Nebraska's iREACH initiative** is uniquely positioned to leverage NSDA's expertise and access to the Nation's strategic defense community. Through collaboration with the Nebraska Defense Research Corporation (NDRC), NSDA can help accelerate mission success by connecting the University with key stakeholders across the Department of War, national laboratories, industry partners, and the broader defense innovation ecosystem. These relationships will not only strengthen iREACH's capabilities but also create lasting benefits for the University, the State of Nebraska, and the Nation.

Nebraska's strategic relevance expanded further in 2023 when USSTRATCOM established the **Joint Electromagnetic Spectrum Operations Center (JEC)**. The JEC serves as the Department of War's premier organization for electromagnetic spectrum operations, responsible for force management, operational planning, situational awareness, decision support, and force direction across the spectrum domain. Its establishment represents a significant milestone in the military's effort to maintain dominance in an increasingly contested electromagnetic environment.

The growth of the JEC, combined with the enduring missions of the 55th Wing and USSTRATCOM at Offutt AFB, creates a once-in-a-generation opportunity for Nebraska to become a national leader in electromagnetic spectrum operations, electronic warfare, advanced communications, cyber-enabled capabilities, and related defense technologies.

NSDA/TRG is uniquely positioned to capitalize on this opportunity. Drawing on General Cotton's experience, relationships, and strategic vision, the team can effectively execute the objectives outlined in this RFP by advocating for Nebraska's interests, fostering partnerships, attracting investment, and positioning the state as the preferred location for research, innovation, workforce development, and operational support within these emerging national security portfolios.

**By leveraging its unique access, expertise, and credibility across the defense enterprise, NSDA/TRG will help ensure that Nebraska not only supports these critical missions but becomes a recognized national hub for strategic deterrence, electromagnetic spectrum operations, advanced defense technologies, and national security innovation.**

## **f. Bidder's Employee Relations to State**

No current employees of NSDA or TRG have been employees of the State of Nebraska in the past 12 months.

## **g. Contract Performance:**

Not applicable. NSDA has not had contracts terminated for default in the past 10 years. The Roosevelt Group was founded in 2014 and has never had any contract terminated for default.



# h. Summary of Bidder’s Corporate Experience

## Relevant Project Experience Matrix

| PROJECT   | TIME PERIODS            | REFERENCES  | PRIME / SUB | SWOT Analysis | Data Collection and Analysis | Stakeholder Management | Critical Infrastructure | Advocacy and Marketing |
|---|-------------------------|---|-------------|---------------|------------------------------|------------------------|-------------------------|------------------------|
| <b>Omaha Strategic Command Consultation Committee (SCCC)*</b> | 09/01/2023 - 11/01/2025 | Dana Bradford<br>dbradford@c3-brands.com<br>402-598-4102          | Prime       | ●             | ●                            | ●                      | ●                       | ●                      |
| <b>Commonwealth of Massachusetts*</b>                         | 09/01/2012 - present    | Navjeet Bal<br>nbal@massdevelopment.com<br>617-330-2060           | Prime       | ●             | ●                            | ●                      | ●                       | ●                      |
| <b>Utah Defense Alliance*</b>                                 | 03/01/2016 - present    | Tage Flint<br>tage.i.flint@icloud.com<br>801-510-6113             | Prime       | ●             | ●                            | ●                      | ●                       | ●                      |
| <b>Barksdale Forward</b>                                      | 09/01/2012 - present    | Eric Barkley<br>ericbarkley11@gmail.com<br>318-286-7391           | Prime       | ●             | ●                            | ●                      | ●                       | ●                      |
| <b>Louisiana Armed Forces Alliance (Fort Polk Progress)</b>   | 09/01/2012 - present    | Logan Morris<br>Loganm@morrisla.com<br>337-378-2088               | Prime       | ●             | ●                            | ●                      | ●                       | ●                      |
| <b>Hampton Roads Military and Federal Facilities Alliance</b> | 09/01/2012 - present    | Rick Dwyer<br>rdwyer@hrmffa.org<br>850-499-1068                   | Prime       | ●             | ●                            | ●                      | ●                       | ●                      |
| <b>Commonwealth of Virginia</b>                               | 01/01/2016 - present    | Tom Crabbs<br>thomas.crabbs@governor.virginia.gov<br>804-370-0694 | Sub         | ●             | ●                            | ●                      | ●                       | ●                      |
| <b>Montgomery Chamber of Commerce</b>                         | 06/01/2025 - present    | Anna Buckalew<br>Abuckalew@montgomerychamber.com<br>334-240-9423  | Prime       | ●             | ●                            | ●                      | ●                       | ●                      |
| <b>Arkansas Economic Development Commission</b>               | 08/01/2025 - present    | Chip Brown<br>Chip.brown@arkansasedc.com<br>240-993-6699          | Prime       | ●             | ●                            | ●                      | ●                       | ●                      |

\* Detailed Project Descriptions included on following pages



U.S. Strategic Command (USSTRATCOM) and the Strategic Command Consultation Committee (SCC) unveiled the Omaha Trophy Honor Wall at USSTRATCOM headquarters.

## Omaha Strategic Command Consultation Committee (SCCC)

*Bellevue, Nebraska*

### Time Period:

09/01/2023 -11/01/2025

### Scope:

- DoD Stakeholder Engagement, Community Partnerships, and Communications and Reporting, SWOT
- Work performed on a recurring monthly retainer

**Role:** Prime

### RESPONSIBILITIES

#### DoD Stakeholder Engagement:

Strengthen SCCC visibility within the Department of War and Department of the Air Force through engagement with Air Force leadership, Air Combat Command, and other relevant organizations. Coordinate Pentagon and conference engagements, support infrastructure and mission advocacy efforts for Offutt AFB, conduct annual installation visits, and identify opportunities for new or expanded missions.

**Community Partnerships:** Assist the Omaha community in identifying and advancing partnership opportunities with the Department of War, including potential Defense Community Infrastructure Program (DCIP) projects and enhanced collaboration with Air Force community partnership offices.

#### Communications and Reporting:

Provide regular coordination and monthly intelligence updates to SCCC leadership,

including reports on potential mission or budget impacts, emerging opportunities, and proposals that could support new, expanded, or relocated missions at Offutt AFB.

**SWOT:** TRG has supported the Omaha Chamber and stakeholders associated with Offutt Air Force Base through strategic planning, mission growth, resilience initiatives, and federal engagement activities. Foundational assessments of military missions, infrastructure dependencies, transportation systems, workforce assets, research partnerships, and community support capabilities have been used to identify opportunities for mission growth and infrastructure investment. This work has informed resilience planning efforts, federal funding pursuits, and long-term strategies supporting Offutt Air Force Base and the broader defense ecosystem.

**TRG**

The Roosevelt Group

# Omaha Strategic Command Consultation Committee (SCCC)

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## **OUTCOME/IMPACT**

- Organized and executed Community Fly-In to Washington DC. Local Omaha defense leadership team, along with Representatives Bacon and Flood, met with the Chief of Staff of the Air Force providing him details on what the State and Community were doing to support the missions in the State. Noted by the head of Air Force Public Affairs “best seen to date”.
- Provided recurring updates to the Greater Omaha Chamber, the Strategic Command Consultation Committee and other groups to provide actionable intelligence and strategic foresight needed to protect and grow the missions at Offutt AFB, navigate, and drive economic growth.
- Supported the establishment of a new Program of Record (Looking Glass-Next (LG-N)) to replace the Looking Glass fleet and locate the mission at Offutt AFB.
- Helped the community understand the strategic basing requirement for the Survivable Airborne Operations Center (SAOC) program to include facilitating meetings with the 55th Mission Support Group at Offutt AFB. Requested NDAA report language that would require the US Air Force to provide a detailed beddown plan at Offutt, including timelines, infrastructure requirements, and key milestones.
- Requested \$6 million in Defense Appropriation to advance the operational capabilities within the Joint Electromagnetic Spectrum Operations Center (JEC) to strengthen DoD operations across the electromagnetic spectrum (EMS).

## **REFERENCE CONTACT:**

Dana Bradford, dbradford@c3-brands.com, 402-598-4102



The Department of the Air Force and the Commonwealth of Massachusetts Military Asset and Security Strategy Task Force, or MASS-TF, signed a memorandum of understanding to explore mutually beneficial opportunities at Hanscom AFB.

## Commonwealth of Massachusetts (MassDevelopment)

Statewide, Massachusetts

### Time Period:

09/01/2012 -present

### Scope:

- SWOT, Strategic Planning & Assessment, Capitol Hill Advocacy, Stakeholder Engagement & Advocacy, and Strategic Communications
- Support the following military installations: Joint Base Cape Cod (JBCC), Hanscom Air Force Base, Natick Soldier Systems Center (NSSC), Westover Air Reserve Base, Fort Devens Reserve Forces Training Area, Barnes Air National Guard Base.
- Work performed on a recurring monthly retainer.

**Role:** Prime

### RESPONSIBILITIES

**SWOT:** TRG supports the Commonwealth of Massachusetts and the Massachusetts Military Asset and Security Strategy Task Force in advancing military missions associated with Hanscom Air Force Base, Barnes Air National Guard Base, Westover Air Reserve Base, Joint Base Cape Cod, and the Natick Soldier Systems Center. As part of this effort, TRG conducts yearly assessments of mission strengths, infrastructure requirements, workforce capabilities, research partnerships, community support assets, and future growth opportunities. These analyses inform state advocacy priorities, infrastructure investments, workforce development initiatives, resilience planning efforts, and mission growth strategies across the Commonwealth.

**Strategic Planning & Assessment:** Lead senior leadership engagements to align with local military command priorities, and analyze Service

roadmaps to map workforce and component opportunities. Evaluate DoD strategic basing processes for future asset placement, while building a dynamic multi-year implementation roadmap. Identify and secure federal funding by auditing eligibility for infrastructure grants.

**Capitol Hill Advocacy:** Institutionalize a disciplined Congressional strategy by authoring annual legislative priority documents, position papers, and briefings. Coordinate direct engagements with House and Senate Appropriations and Armed Services committees. Execute all Washington, D.C. fly-ins, and actively monitor mission realignments to deploy risk-mitigation strategies.

**Stakeholder Engagement & Networking:** Connect MassDevelopment with Pentagon leadership and individual service branches to elevate the Commonwealth's



The Roosevelt Group

# Commonwealth of Massachusetts (MassDevelopment)

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defense value. Leverage an extensive network of 60+ defense clients to broker business-to-business opportunities. Maximize high-level military engagements during annual Association of Defense Communities (ADC) conferences.

**Strategic Communications & Operations:** Develop high-impact presentations, white papers, slide decks and other messaging materials targeted at senior government decision-makers. Deliver rapid policy monitoring on defense legislation, policy shifts, and funding streams. Maintain program governance via bi-weekly alignment meetings and comprehensive monthly activity reports.

## OUTCOME/IMPACT

In our work with the Commonwealth of Massachusetts over the last 14 years we have had considerable success in obtaining funding, advocating for policy changes, obtaining new missions to the state and driving economic growth. We've highlighted just a few of those accomplishments below.

- Secured the beddown of F-35 aircraft for Massachusetts.
- Assisted Massachusetts Military Asset and Security Strategy Task Force (MASS-TF) in executing a strategic real estate opportunity with the Department of the Air Force that explores redevelopment and mission support opportunities on Hanscom Air Force Base land.

- Helped launch the Massachusetts Strategic Hub for Innovation, Exchange and Leadership in Defense (SHIELD), a new initiative to strengthen the state's defense leadership and accelerate the development of cutting-edge national security solutions.
- Secured \$3.7 million for a new concrete taxiway surface to support C-5M and transient aircraft for global airlift missions at Westover Air Reserve Base.
- Successfully advocated to the Massachusetts federal congressional delegation—specifically briefing Senators Warren and Markey and Representatives Neal, McGovern, Trahan, Auchincloss, Clark, Moulton, Pressley, Lynch, and Keating—on state national security and funding priorities.
- Developed and helped implement actions from Strategic Plans for every Massachusetts military installation.

## REFERENCE CONTACT:

Navjeet Bal, [nbal@massdevelopment.com](mailto:nbal@massdevelopment.com), 617-330-2060



U.S. Army Reserve Soldiers speak with military and community partners about Army Reserve domestic response and emergency support capabilities during the Utah Defense Alliance Meet the Military Breakfast at the Utah State Capitol.

## Utah Defense Alliance

Statewide, Utah

### Time Period:

03/01/2016 -present

### Scope:

- SWOT, Strategic Planning & Assessment, Capitol Hill Advocacy, Stakeholder Engagement & Advocacy, and Strategic Communications
- Support the following military installations: Hill Air Force Base, Utah Test and Training Range, Dugway Proving Ground, Camp Williams, Tooele Army Depot, Roland R. Wright Air National Guard Base, Headquarters Utah National Guard / Fort Douglas.
- Work performed on a recurring monthly retainer.

**Role:** Prime

### RESPONSIBILITIES

**SWOT:** TRG supports the Utah Defense Alliance and military installations throughout Utah, including Hill Air Force Base, Dugway Proving Ground, Camp Williams, and other defense-related organizations. Our work began with a strategic assessment of mission requirements, infrastructure capacity, workforce readiness, defense industry capabilities, and emerging opportunities associated with advanced manufacturing, aerospace, cyber operations, and defense innovation. TRG also conducts yearly assessments of mission strengths, infrastructure requirements, workforce capabilities, research partnerships, community support assets, and future growth opportunities. These analyses inform state advocacy priorities, infrastructure investments, workforce development initiatives, resilience planning efforts, and mission growth strategies across the State of Utah.

### Strategic Planning & Assessment:

Lead senior leadership engagements to align with local military command priorities, and analyze Service roadmaps to map workforce and component opportunities. Evaluate DoD strategic basing processes for future asset placement, while building a dynamic multi-year implementation roadmap. Identify and secure federal funding by auditing eligibility for infrastructure grants.

### Capitol Hill Advocacy:

Institutionalize a disciplined Congressional strategy by authoring annual legislative priority documents, position papers, and briefings. Coordinate direct engagements with House and Senate Appropriations and Armed Services committees. Execute all Washington, D.C. fly-ins, and actively monitor mission realignments to deploy risk-mitigation strategies.

**TRG**

The Roosevelt Group

# Utah Defense Alliance

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**Stakeholder Engagement & Networking:** Connect Utah Defense Alliance with Pentagon leadership and individual service branches to elevate the State's defense value. Leverage an extensive network of 60+ defense clients to broker business-to-business opportunities. Maximize high-level military engagements during annual Association of Defense Communities (ADC) conferences.

**Strategic Communications & Operations:** Develop high-impact presentations, white papers, slide decks and other messaging materials targeted at senior government decision-makers. Deliver rapid policy monitoring on defense legislation, policy shifts, and funding streams. Maintain program governance via bi-weekly alignment meetings and comprehensive monthly activity reports.

**OUTCOME/IMPACT:**

- Successfully lobbied lawmakers to secure major construction projects at Hill AFB. Recent examples include: (1) \$123M to construct the F-35 and T-7A East Campus Infrastructure, including maintenance, composite repair, and training facilities; (2) \$2.6M to construct a single-story industrial facility using reinforced concrete and insulated structural steel; \$22M to construct a maintenance hangar facility utilizing conventional design and construction methods to accommodate the mission of the facility.

- Supported the establishment of Falcon Hill at Hill AFB, transforming one million square feet of space into one of the largest commercial Enhanced Use Lease projects in the Department of War.
- Assisted with securing Utah's designation as a Defense Manufacturing Community by the Department of War, bringing vital grant funding and high-tech supply chain advancements to the state.
- Facilitated the removal of hiring-related bottlenecks for depot jobs and led the way in establishing protections and supportive services for Department of War civilian employees and military families.
- Successfully advocated to the Washington, D.C. congressional delegation—specifically briefing Senators Lee and Curtis and Representatives Moore, Maloy, Kennedy, and Owens—on state national security and funding priorities.
- Fostered the growth of Utah's "Silicon Slopes" and the aerospace coalition, resulting in massive expansions from major defense contractors like Northrop Grumman.

**REFERENCE CONTACT:**

Tage Flint, [tage.i.flint@icloud.com](mailto:tage.i.flint@icloud.com), 801-510-6113

# i. Summary of Bidder’s Proposed Personnel/ Management Approach

The NSDA Team has assembled a highly experienced leadership team uniquely qualified to support the Nebraska Military Department in achieving these objectives. Our team combines Nebraska-based leadership, senior military expertise, national defense policy experience, and proven implementation capabilities to ensure successful execution of this effort.

**General (ret.) Anthony Cotton**, former Commander of USSTRATCOM, will serve as Executive Advisor and Strategic Engagement Lead. Gen (ret.) Cotton’s unparalleled understanding of strategic deterrence, military missions, national security priorities, and defense infrastructure provides the project with immediate credibility and access to key stakeholders throughout the Department of War, Congress, industry, and the State of Nebraska.

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### **Gen (ret.) Anthony Cotton: “Why No One Else Comes Close”**

“...General Cotton is uniquely positioned to do something that would benefit this state for generations: build Nebraska into a recognized national hub for defense industry growth, high-wage job creation, and military connected economic development.”

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### **Mike Cassling, Aksarben Foundation**

NSDA will serve as the primary in-state coordinating organization, leveraging its statewide network to engage military installations, state agencies, local governments, educational institutions, infrastructure providers, healthcare organizations, defense contractors, and community stakeholders. As Nebraska’s designated statewide defense alliance, NSDA is uniquely positioned to ensure that recommendations reflect a comprehensive understanding of Nebraska’s defense ecosystem and are supported by the organizations responsible for implementation.

**Kathleen Ferguson**, former Assistant Secretary of the Air Force for Installations, Environment and Energy and Principal at The Roosevelt Group, will serve as Principal-in-Charge and Program Manager, responsible for overall project execution, quality control, client coordination, and delivery of all project milestones. Kathleen is the head of TRG’s Defense Communities Practice and has

been with The Roosevelt Group for over 10 years. During some of that time, TRG worked closely with the SCCC and the Omaha Chamber working to strengthen the missions at Offutt AFB. Under this proposed project, TRG will provide overall project management, strategic analysis, stakeholder engagement support, and technical expertise. TRG’s team includes an extensive stable of former senior military officers, former Department of War civilian executives, installation planning experts, defense policy specialists, and community resilience practitioners with extensive experience supporting military installations and defense communities across the nation.

TRG’s approach is informed by decades of experience supporting defense communities throughout the country, including work with the Massachusetts Military Asset and Security Strategy Task Force, the Dayton Development Coalition, the Utah Defense Alliance, the Omaha Chamber and Offutt region, the Montgomery Area Chamber, and numerous other communities supporting strategic deterrence, cyber operations, advanced acquisition, research and development, and Air Force Global Strike Command missions. Our core team provides the day-to-day project management and we utilize our deep bench of senior advisors to provide targeted expertise on key issues.

The ultimate objective of this effort is not simply to complete a study. Rather, it is to provide Nebraska with a sustainable framework for mission growth, resilience, infrastructure investment, stakeholder alignment, and defense economic development that will continue delivering value long after completion of this project.

The project will be managed through a collaborative governance structure that emphasizes transparency, accountability, and continuous stakeholder engagement. Regular progress reviews, executive-level briefings, stakeholder workshops, and milestone-based deliverables will ensure alignment with Nebraska Military Department leadership throughout the period of performance.

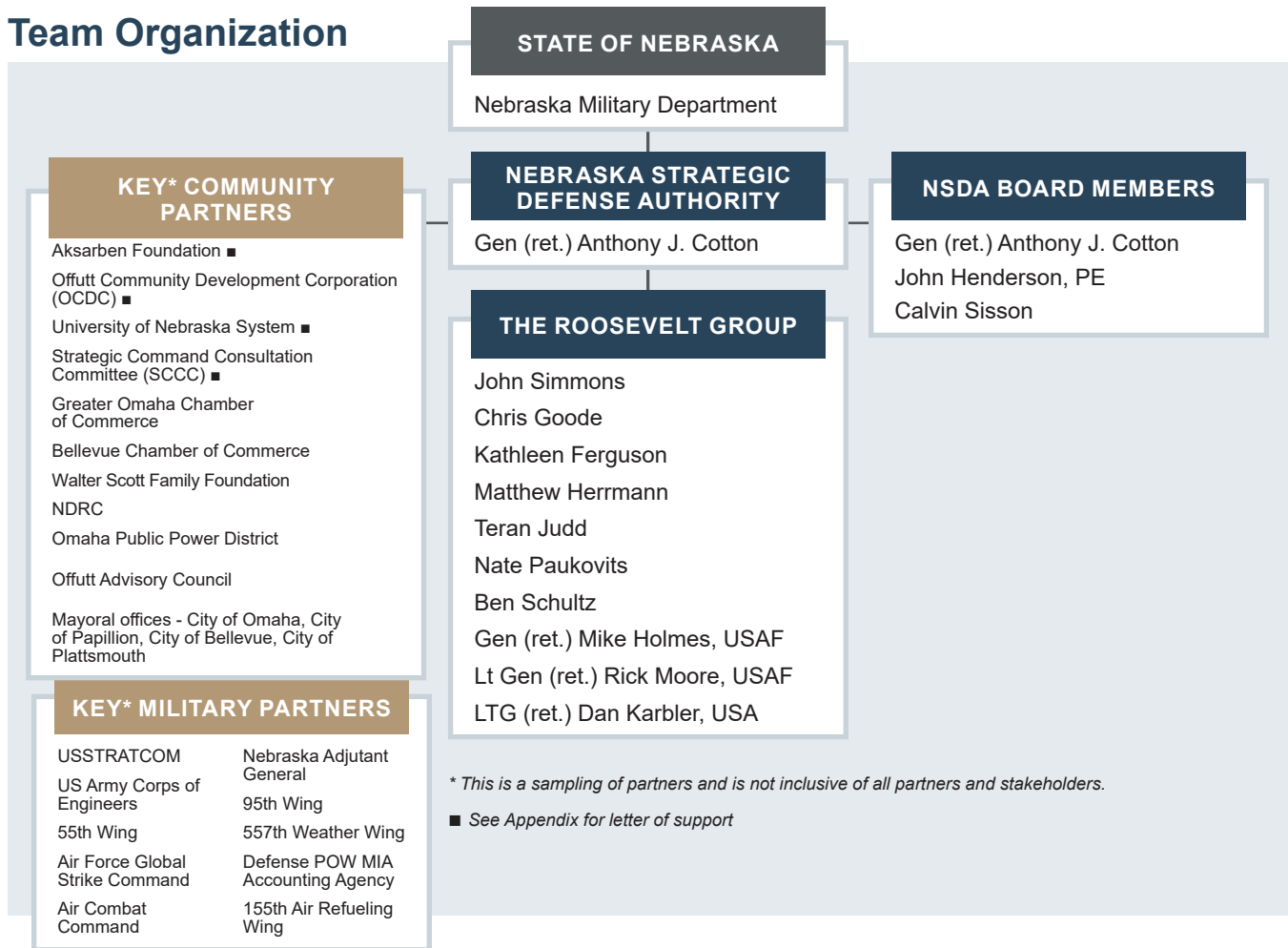
To support specialized task areas, the NSDA Team will draw upon a network of subject matter experts in mission assurance, installation resilience, defense infrastructure, workforce development, healthcare

partnerships, strategic basing, federal funding programs, public-private partnerships, and defense innovation. These experts will be integrated as needed to provide targeted support and ensure the highest quality outcomes.

Unlike traditional consulting teams that enter a state to conduct a study and depart upon completion, the

NSDA Team is permanently invested in Nebraska's defense future. Our objective is not simply to deliver a report, but to establish an enduring framework that strengthens military missions, enhances infrastructure resilience, expands economic opportunity, and positions Nebraska to successfully compete for future Department of War investment and mission growth for years to come.

## Team Organization



| TASK ORGANIZATION AND RESPONSIBILITIES  |      |                 |  |
|---|------|-----------------|--|
| TASK  | LEAD | SUPPORTING TEAM | PRIMARY DELIVERABLE  |
| Task I — SWOT Analysis  | NSDA | TRG             | SWOT Analysis Report   |
| Task II — Data Collection & Analysis  | TRG  | NSDA            | Defense Economic & Growth Assessment                         |
| Task III — Stakeholder Management   | NSDA | TRG             | Advisory Committees, Technical Committees, Partnership Forum |
| Task IV — Critical Infrastructure & Resilience                                  | TRG  | NSDA            | Military Installation Resilience & Action Plan               |
| Task V — Advocacy & Marketing Strategy  | TRG  | NSDA            | Advocacy Strategy, Marketing Campaign, Executive Briefings   |
| Option Years 1 through 4:<br><i>Implementation Framework / Annual Work Plan</i> | NSDA | TRG             | Long-Term Strategic Roadmap                                  |

## j. Subcontractors

As the only subcontractor, The Roosevelt Group will provide support across all tasks identified in the Scope of Work. Effort will be allocated flexibly across the five task areas, with resources applied at the level necessary to meet contract requirements and achieve desired outcomes. This approach enables the team to adapt to evolving priorities, changing operational conditions, stakeholder needs, and emerging requirements throughout the period of performance, ensuring responsive and effective support in a dynamic environment.

| <b>SUBCONTRACTOR LIST</b> |   |              |                               |  |
|---------------------------|---|--------------|-------------------------------|--|
| <b>NAME</b>               | <b>ADDRESS/PHONE</b>  | <b>TASKS</b> | <b>% OF PERFORMANCE HOURS</b> | <b>TOTAL % OF PERFORMANCE OF SUBCONTRACTOR PERFORMANCE HOURS</b> |
| The Roosevelt Group       | 200 Massachusetts Ave NW<br>Suite 360<br>Washington, DC 20001<br>703-608-1748 | Tasks I-V    | 100%                          | 100%   |



# Anthony Cotton, General (ret.), USAF

CEO, Nebraska Strategic Defense Authority (NSDA)

Anthony J. Cotton is a retired United States Air Force four-star general and senior national security leader with 39 years of experience commanding and advising at the highest levels of the U.S. government. His experience includes leading large, complex global organizations in high-risk, high-consequence environments. **His expansive network, credibility and commitment to Nebraska makes him an ideal leader for the Nebraska National Defense Strategic Growth Project.**

He brings proven expertise in strategic deterrence, global operations, crisis management, and enterprise-level leadership. He's known for calm decision-making under pressure, principled leadership, and building high-performing teams across joint, inter-agency, and international partners. Gen Cotton brings a values-based leadership philosophy grounded in competence, commitment, composure, and compassion.

Today, he also serves as senior strategic adviser of the Walter Scott Family Foundation, a private foundation that funds a wide variety of initiatives, from community improvement to large-scale capital projects focusing on education and leadership. He is on the board of directors of HDR, a global architecture, engineering, environmental and construction firm. He is a Senior Fellow at National Defense University's Capstone/Keystone PINNACLE program as well as a Distinguished Senior Fellow at Business Executives for National Security (BENS).

## EDUCATION

Master of Science, National Security Strategy, U.S. Army War College

Master of Science in Administration (MSA), Central Michigan University

Bachelor of Arts, Political Science, North Carolina State University

## AWARDS & HONORS

Defense Distinguished Service Medal

Air Force Distinguished Service Medal

Legion of Merit (Multiple Awards)

Meritorious Service Medal (Multiple Awards)

Additional personal, unit, and campaign awards

## INDUSTRY TENURE

39 years

## REFERENCES

**Calvin Sisson**, CEO, Walter Scott Family Foundation  
402.902.0220

**Mike Cassling**, Executive Chairman, CQuence Health  
402.651.5098

**Sally Donnelly**, Founder, Pallas Advisors  
202.802.4778

## RELEVANT EXPERIENCE

### COMMANDER, UNITED STATES STRATEGIC COMMAND (USSTRATCOM) United States Department of War | Offutt Air Force Base, NE | 2022-2025

- Led a globally distributed combatant command of 150,000 personnel responsible for strategic deterrence, nuclear operations, global strike, space and cyber integration, missile defense, and combating weapons of mass destruction.

- Advised the President of the United States, Secretary of Defense, and Chairman of the Joint Chiefs of Staff on strategic deterrence, global security risks, and crisis response.
- Oversaw operational readiness and integration of conventional & nuclear long range strike forces across the USAF, Navy, Army, Marine Corps, and Space Force.

- Directed strategic planning and execution across multiple domains, ensuring credible deterrence in an increasingly complex global threat environment.

- Strengthened alliances and partnerships through senior-level engagement with allied military and civilian leaders.

### COMMANDER, AIR FORCE GLOBAL STRIKE COMMAND (AFGSC) United States Air Force | Barksdale AFB, LA | 2021-2022

- Commanded the Air Force's bomber and intercontinental ballistic missile forces, responsible for strategic deterrence, conventional & strategic global strike operations.
- Led more than 33,000 personnel and managed extensive operational, logistical, and modernization portfolios.
- Improved readiness, discipline, and organizational culture across the nuclear enterprise.
- Oversaw modernization initiatives critical to the future of U.S. strategic deterrence.

## Anthony Cotton, General (ret.), USAF

### RELEVANT EXPERIENCE (CONT.)

#### COMMANDER AND PRESIDENT, AIR UNIVERSITY United States Air Force | Maxwell Air Force Base, AL | 2018-2019

- Led the Air Force's premier professional military education enterprise, overseeing officer, enlisted, and civilian education programs.
- Served concurrently as President of Air University, responsible for academic rigor, curriculum modernization, and leader development.
- Guided strategic education initiatives to prepare senior leaders for complex global security environments.
- Managed a diverse faculty, staff, and student body while advancing innovation in military education.

#### COMMANDER, TWENTIETH AIR FORCE United States Air Force | F.E. Warren AFB, WY | 2015-2019

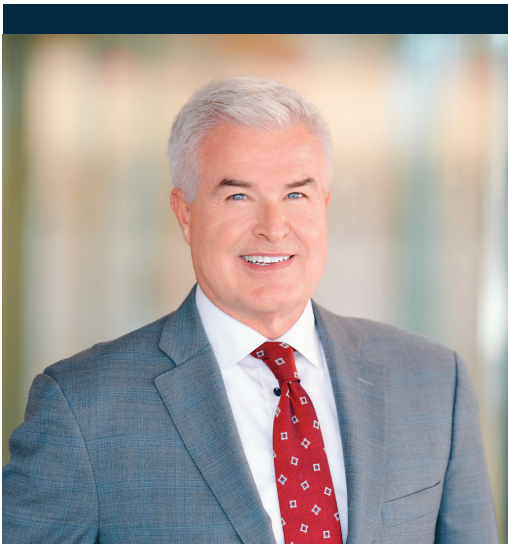
- Led the nation's land-based intercontinental ballistic missile force.
- Ensured safe, secure, and effective nuclear operations across a geographically dispersed enterprise.
- Focused on operational excellence, accountability, and leadership development.

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#### ADDITIONAL COMMAND & STAFF ASSIGNMENTS

- Deputy Commander, Air Force Global Strike Command (2019-2021)
- Commander, 341st Missile Wing, MT (2010-2011)
- Commander, 45th Space Wing, Patrick AFB, FL (2011-2013)
- Deputy Director, National Reconnaissance Office (2013-2015)
- Multiple operational and leadership assignments at squadron, wing, and headquarters levels





# John Simmons

## Founder and Managing Partner

John M. Simmons is a founder and managing partner of The Roosevelt Group and represents clients with interests in congressional appropriations, cybersecurity, defense, federal budget, homeland security, space and technology before Congress and the executive branch. His client base varies across the economic and political spectrum including small R&D startups, large companies targeting government procurement, economic development entities, as well as states and local military support organizations focused on military mission enhancement and growth.

Prior to founding The Roosevelt Group in 2012, Mr. Simmons spent 11 years as a senior advisor at Akin Gump Strauss Hauer & Feld, LLP, where he initiated and led the national security lobbying and BRAC practice. As part of his portfolio, he successfully defended several states and defense communities during the last BRAC round. Mr. Simmons worked with the City of Virginia Beach and Commonwealth of Virginia on a strategic plan to resolve mission and base encroachment issues in Hampton Roads, later recognized by Congress and the Department of Defense as the model for communities dealing with similar challenges.

Before joining the law firm, Mr. Simmons served for a decade as the Appropriations Associate and Military Legislative Assistant to a senior Member of Congress who served as chairman of several House appropriations subcommittees — including the Military Construction Subcommittee and the Veterans Affairs and Housing and Urban Development Subcommittee — and ranking member of the Labor, Health and Human Services, Education and Related Agencies Subcommittee. In addition to handling appropriations matters, he supported the chairman of the Congressional Friends of Ireland and worked on all aspects of the Northern Ireland Peace Process, including Public Law 105-319, the Irish Peace Process Cultural Training Program Act of 1998, also known as the Walsh Visa.

Mr. Simmons earned a Bachelor of Science degree from Rochester Institute of Technology and professional certificates in cybersecurity and artificial intelligence through Harvard University and MIT's Sloan School of Management, respectively.

### EXPERTISE

- Budget & Appropriations
- Transportation & Infrastructure
- Military Installations & Communities
- Biotechnology & Research
- Advanced Technologies
- Homeland Security
- Climate & Development
- Aerospace & Defense
- State Economic Entities
- Base Realignment & Closure

### EXPERIENCE

- ▾ Managing Partner at TRG
- ▾ Led Akin's Federal Appropriations practice and created the highly successful defense communities and BRAC defense practice
- ▾ Former Appropriations Associate and Military Legislative Assistant to the Chairman of several House Appropriations subcommittees

### CONTACT

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### REFERENCES

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**Kevin Hair**  
**President**  
**SRC, Inc.**  
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 315-452-8000

**Tom Crabbs**  
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 P.O. Box 1475  
 Richmond, Virginia 23218  
 804-370-0694



# Chris Goode

## Founder and Managing Partner

Christopher J. Goode is a founder and Managing Partner of The Roosevelt Group. With 25 years of experience, Mr. Goode represents clients with needs related to federal appropriations, defense, aerospace, homeland security, space, and high technology. He has worked on these issues before Congress and with various federal agencies. His bipartisan client base includes organizations from across the economic and political spectrum, including small R&D firms, large companies targeting government procurement, state economic development entities, and community groups focused on military installation enhancement.

Prior to founding The Roosevelt Group, Mr. Goode worked for 15 years in a variety of lobbying and government relations roles. He served as a policy advisor at Akin Gump Strauss Hauer & Feld LLP where he specialized in defense and homeland security issues. Mr. Goode also served as a Principal at SRA international where he led Navy business development activities. Mr. Goode served as the lead Government Relations manager at Bombardier Services Inc for all defense-related government relations and US and international marketing efforts. He represented 16 installations during the BRAC 2005 process and led the successful efforts for at-risk installations.

Mr. Goode served 25 years as a Navy officer, retiring in 2012 as a Captain. He spent seven years on active duty, where he did tours at-sea, at Joint Staff Command and in the White House, as well as, with the Navy Staff, Navy Command Center and NATO. He was mobilized to Fifth Fleet during Operation Iraqi Freedom. He served in the Navy Reserves with the Navy Staff, Navy Command Center, Navy Central Command, Fleet Forces Command, and NATO.

Mr. Goode received a Bachelors in the Arts from University of the Holy Cross as well as a Masters in the Arts from The Fletcher School of Law and Diplomacy, Tufts University. Mr. Goode serves as a Trustee of the Naval War College Foundation.

### EXPERTISE

- Budget & Appropriations
- Transportation & Infrastructure
- Military Installations & Communities
- Advanced Technologies
- Homeland Security
- Aerospace & Defense
- State Economic Entities
- Base Realignment & Closure
- Commercial Government Relations
- Business Development

### EXPERIENCE

- ▾ 25 years of Navy Service. Retired as a Captain with 7 years of active duty. Tours at-sea, at Joint Staff Command, in the White House, with Navy Staff, Navy Command Center, and NATO
- ▾ Represented 16 installations during 2005 BRAC, led successful efforts for at-risk installations
- ▾ Served as Government Relations lead and Principal at leading commercial defense organizations

### CONTACT

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### REFERENCES

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**Navjeet Bal**  
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# Kathleen Ferguson

## Principal

TRG Team Member Since 2015



### EXPERTISE

- Transportation & Infrastructure
- Military Installations & Communities
- Climate & Development
- Aerospace & Defense
- Homeland Security
- Base Realignment & Closure
- Encroachment Management
- Military Construction
- Housing Privatization
- Strategic Basing

### EXPERIENCE

- ▶ 35 years of USAF experience and Former Principal Deputy Assistant Secretary for Installations, Environment, and Energy
- ▶ Principal architect of USAF's Strategic Basing Process
- ▶ Nationally recognized expert in military installations issues and received 3 Presidential Rank Awards for her work

### CONTACT

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- 👤 [Kathleen Ferguson](#)

Kathleen Ferguson joined The Roosevelt Group in November 2015 as a Senior Advisor and now serves as a Principal. Ms. Ferguson has nearly 35 years' experience working for the United States Air Force at all levels; installations, multiple major commands, and headquarters. She is a nationally recognized expert in military installations issues and has received three Presidential Rank Awards for her work in this area. Ms. Ferguson specializes in budget development, BRAC, community partnerships, congressional and public relations, defense policy, encroachment management, military construction, housing privatization, and strategic basing.

As the Principal Deputy Assistant Secretary and Acting Deputy Assistant Secretary of the Air Force for Installations, Environment, and Energy (formerly Logistics), Ms. Ferguson was responsible for policy, programs and budgets for installations, energy, environment, safety and occupational health, as well as weapon system logistics support. Ms. Ferguson was principal architect of the Air Force's Strategic Basing Process, one of the most successful processes and was lauded by numerous Congressional members and staffers.

Ms. Ferguson received her Bachelor of Science degree from the University of New Hampshire, along with a Master's degree in Public Administration from Auburn University. She continued her education at the Air Command and Staff College at Maxwell AFB, along with the Program for Senior Managers in Government at Harvard University. She is Chair of the Air and Space Forces Association Board of Directors and continues to be affiliated with the Association of Defense Communities and the Society of American Military Engineers.

### REFERENCES

**Glen McDonald**  
**President**  
**Gulf Coast State College**  
 5230 West Highway 98  
 Panama City, FL 32401  
 850-624-3218

**Kevin Sullivan**  
**Executive Director**  
**Utah Defense Alliance**  
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 Layton, UT 84040  
 202-384-9642

**The Honorable Deborah Lee James**  
**Former Secretary of the Air Force**  
 2253 Sugarbush Dr,  
 Holiday, FL 34690  
 240-418-2424

# Matthew Herrmann

## Principal

TRG Team Member Since 2017



### EXPERTISE

- Budget & Appropriations
- Transportation & Infrastructure
- Military Installations & Communities
- Homeland Security
- Aerospace & Defense

### EXPERIENCE

- Former Capitol Hill Chief of Staff to senior Member of House Armed Services Committee
- Extensive background in policy issues impacting the Indo-Asia-Pacific region
- Specializes in clients focused on Additive Manufacturing, AI, Quantum and other high technology issues

### CONTACT

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- [Matthew Herrmann](#)

Matt Herrmann has worked with TRG for over nine years, now serving as a Principal in the firm. In that time, he has helped secure policy language in various legislation, notably the annual defense authorization bill. He has also helped clients secure million in federal appropriations. Prior to joining TRG, he served for more than a decade on Capitol Hill, and at the National Guard Bureau (NGB).

On Capitol Hill, Mr. Herrmann worked as Chief of Staff to Congresswoman Madeleine Z. Bordallo of Guam, the Ranking Member of the Readiness Subcommittee of the House Armed Services Committee. He held a variety of legislative roles in Congresswoman Bordallo's office. His experience on Capitol Hill aided him in becoming intimately familiar with the House Armed Services Committee and its annual defense authorization bill; annual appropriations as well as extensive background in policy issues impacting the Indo-Asia-Pacific region.

In these roles he championed efforts on rebalancing U.S. military force posture in the INDOPACOM AOR and secured billions in funding for Guam. Mr. Herrmann has assisted a range of TRG clients to address Department of Defense procurement issues, secure millions in Congressional appropriations, and develop successful strategies to raise an entity's awareness with relevant stakeholders on Capitol Hill. These successes included securing funding from the Navy's Maritime Industrial Base, establishing a new manufacturing capability on Guam, and establishing the Army's Advanced and Additive Manufacturing Center of Excellence.

Outside of the firm, Mr. Herrmann is an Adjunct Faculty Member at the American University in Washington, DC teaching a class on government policy and technology.

REFERENCES

**Scott Lohman**  
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**Rock Island Arsenal Defense Alliance**  
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# Teran Judd

## Senior Advisor

TRG Team Member Since 2022

### EXPERTISE

- Transportation & Infrastructure
- Military Installations & Communities
- Climate & Development
- Aerospace & Defense
- Homeland Security
- Base Realignment & Closure
- Encroachment Management
- Military Construction
- Housing Privatization
- Strategic Basing

### EXPERIENCE

- ▾ Former Director of the Air Force Community Partnership Program
- ▾ Represented ASD(IEE) in DoD Siting Clearinghouse efforts regarding Encroachment projects
- ▾ Original member of the Strategic Basing office providing expertise on the initial basing of the KC-46A and F-35

### CONTACT

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Teran Judd joined TRG in April of 2022 as a Senior Advisor after serving the Department of Defense for 19 years, 16 of which he spent serving the Air Force. Most recently, Teran served as Director of the Air Force Community Partnership Program, Office of the Deputy Assistant Secretary of the Air Force for Installations. As the Director of Community partnership, Teran and his staff of over 50 personnel supported all Air Force Installations, over 1,000 initiatives, and the completion of hundreds of partnership agreements benefitting both installations and community partners.

Mr. Judd also held the title of Director of Air Force Encroachment, a position in which he served as the representative for the Assistant Secretary for Installations, Environment and Energy to the DoD Siting Clearinghouse leading the effort to approve Encroachment projects while ensuring no impact to Air Force missions.

Prior to those roles, Mr. Judd served as a Branch Chief in the Office of Strategic Basing. He was the Subject Matter Expert for the initial basing decisions of KC-46A and the F-35, and was one of the original members of the Strategic Basing office.

Mr. Judd has served in several additional organizations with the Department of Defense. He was part of the Joint Staff (J8), providing guidance and analysis to the Joint Capabilities Board. Prior to that he served on the 2005 Air Force Base Realignment and Closure (BRAC) team, and was the Confidential Assistant to the Principle Deputy of Personal and Readiness in the Office of the Secretary of Defense.

Mr. Judd holds a Bachelor Degree in Communications from The Catholic University of America and currently resides in Woodbridge, VA with his wife and 3 daughters.

REFERENCES

**Brig. Gen. (Ret.) Chip Brown**  
**Director, Military Affairs**  
 Arkansas Economic Development  
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 1 Commerce Wy Suite 601  
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 240-993-6699

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**Former Chair**  
**Beale Military Liaison Committee**  
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**Eric Barkley**  
**Board Member**  
**Barksdale Forward**  
 P.O. Box 625  
 Shreveport, LA 71162  
 318-286-7391

# Nate Paukovits

## Senior Advisor

TRG Team Member Since 2025



### EXPERTISE

- Transportation & Infrastructure
- Military Installations & Communities
- Climate & Development
- Aerospace & Defense
- Homeland Security
- Base Realignment & Closure
- Encroachment Management
- Military Construction
- Housing Privatization
- Strategic Basing

### EXPERIENCE

- ▾ Former Director of Base Operating Support, Real Property Management and Energy for Navy Installations Command
- ▾ Retired Civil Engineer Corps officer
- ▾ Extensive experience with ASN(EII), U.S. Naval Forces Central Command, and Center for Seabees and Facilities Engineering

### CONTACT

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- 🌐 [Nathan Paukovits](#)

Nathan Paukovits joined The Roosevelt Group in January 2025 as a Senior Advisor. Mr. Paukovits has over 25 years' experience working for the United States Navy and supporting the Department of Defense. Most recently, he served as the Director of Base Operating Support, Real Property Management and Energy for Navy Installations Command where he was responsible for policy, strategy, governance, and business management oversight at 70 installations worldwide. He and his staff oversaw an over \$2 billion annual budget and led efforts in long-term planning, resource programming and execution for the Navy's infrastructure, utility and transportation portfolios to sustain and improve mission readiness.

Prior to this position, Mr. Paukovits was the Director of Agency Engagement for Energy Systems Group with the responsibility of advising corporate leadership on DoD utilities and energy management policy and legislation and use of Utility Energy Service Contracts, Energy Savings Performance Contracts, Utilities Privatization contracts, and outleases.

Mr. Paukovits retired from the Navy after a 20-year career as a Civil Engineer Corps officer having served in various facility management assignments throughout the world. These positions included Senior Advisor to Assistant Secretary of the Navy for Energy, Installations, and Environment; Chief Engineer for U.S. Naval Forces Central Command; Executive Officer of Center for Seabees and Facilities Engineering; Contingency Engineer for Naval Mobile Construction Battalion FIVE and Combined Joint Special Operations Task Force-Arabian Peninsula; and various public works roles at Navy installations.

Mr. Paukovits graduated from the United States Naval Academy with a Bachelor of Science degree in Mechanical Engineering and earned a Master of Science degree in Civil Engineering from the University of Colorado. He is a registered Professional Engineer in Pennsylvania and a Certified Energy Manager.

REFERENCES

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# Ben Schultz

## Senior Advisor

TRG Team Member Since 2025



### EXPERTISE

- Budget & Appropriations
- Aerospace & Defense
- Military Installations & Communities
- Homeland Security
- Nuclear Deterrence and Operations

### EXPERIENCE

- Former Technical Advisor, Office of the Deputy Chief of Staff for Strategic Deterrence and Nuclear Integration
- Spent 13 years on Capitol Hill as a staffer to members of the Louisiana and Virginia Congressional Delegations
- Co-founder of the Long-Range Strike Caucus

### CONTACT

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- [Ben Schultz](#)

Ben Schultz’s federal service spans nearly 20 years at the Pentagon and Capitol Hill. A proven national security strategist, Mr. Schultz has extensive expertise in Department of Defense strategy, planning, programming, budgeting and execution activities and the Congressional defense authorization and appropriations process.

Most recently Mr. Schultz served as a Technical Advisor at Headquarters U.S. Air Force in the Office of the Deputy Chief of Staff for Strategic Deterrence and Nuclear Integration, where he focused on development of the annual Program Objective Memorandum for the Air Force’s Nuclear Deterrence Operations portfolio. Previously, he led Congressional engagement for the same office, where he devised and implemented tailored strategies to advance Air Force nuclear deterrence priorities in the annual National Defense Authorization Act and various appropriations bills.

From 2005 to 2012, Mr. Schultz held several positions on Capitol Hill including Legislative Director, Military Legislative Assistant, and Appropriations Coordinator within the Louisiana and Virginia Congressional delegations. In 2009, he co-founded and led the Long-Range Strike Caucus to coordinate Congressional advocacy for bomber and cruise missile capabilities. During his tenure as a Congressional staffer, he spearheaded successful legislative initiatives on a variety of military installation and infrastructure issues. Mr. Schultz holds a Master of Arts in National Security and Strategic Studies from the U.S. Naval War College and a Bachelor of Science in Economics from the University of West Florida.

REFERENCES

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# Gen (ret.) Mike Holmes, USAF

## Senior Advisor

TRG Team Member Since 2020



### EXPERTISE

- Aerospace & Defense
- Military Installations & Communities
- Advanced Technologies
- National Defense Strategy
- DoD Modernization
- Defense Budget & Priorities
- Air Force Strategy and Budget
- Cybersecurity in Defense
- Near-Peer Competition

### EXPERIENCE

- ▶ 40 years of USAF experience as Former Commander, Air Combat Command with 4,000+ flight hours, 530 combat hours
- ▶ Extensive experience in crafting Air Force strategy, budgets, and future missions
- ▶ Ongoing work to bring the best capabilities of emerging technologies to bear on national security challenges

### CONTACT

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- 🌐 [Mike Holmes](#)

General (ret.) Mike Holmes joined TRG in November 2020 after nearly 40 years of Air Force service. He is a member of the Council on Foreign Relations, an adjunct fellow at the Center for a New American Security, a member of the National Academies' Air Force Studies Board, and the Chairman of the Board of the Air Force Historical Foundation.

General Holmes completed his Air Force service leading the transformation of Air Combat Command (ACC), a global organization operating and sustaining over 1000 aircraft and 11 Air Force Bases with an annual operating budget of \$7.4B. As the Air Force's Deputy Chief of Staff for Strategic Plans and Programs, he led a team that shifted Air Force strategy to respond to a new national security environment and built and defended the USAF's input to three \$600B Five Year Defense Plans with the Department of Defense and U.S. Congress. As the Deputy Commander of Air Education and Training Command, Mike directed all aspects of USAF education and training, from basic and technical training to advanced degree programs. While serving as the Air Force's Assistant Deputy Chief of Staff for Operations and Requirements, he coordinated global Air Force operations and requirements with the Joint Chiefs of Staff and regional military commanders. As Principal Director for Mid-East Policy in the Office of the Secretary of Defense, he formulated regional defense policy with the National Security Council and Department of State and coordinated US defense relationships and activities with international partners. Before assuming his strategic roles, he commanded Air Force teams in positions of increasing complexity, responsibility, and accountability at the squadron, group, and wing level, including a year in command of Air Force forces in Afghanistan.

General Holmes graduated from the US Naval War College National Security Strategy program with highest honors and completed both the US Air Force's School for Advanced Air and Space Power Studies program and the Fighter Weapons Instructor Course. He was the Graduate of the Year in the University of Alabama's MA in History program at Maxwell AFB and received a BS in Electrical Engineering from the University of Tennessee. He is a fighter pilot with over 4000 hours in the F-15 and T-38, including over 500 combat hours, and continues to fly general aviation aircraft.

# Lt Gen (Ret.) Rick Moore, USAF

## Senior Advisor

TRG Team Member Since 2024



### EXPERTISE

- Defense Budget & Priorities
- DoD Modernization
- National Defense Strategy
- Aerospace & Defense

### EXPERIENCE

- Extensive experience in USAF PPBE
- Former Deputy Chief of Staff for Plans and Programs and Director of Programs for the Air Force
- Retired 3-star Lieutenant General. Command pilot with over 4,000 hours in the KC-135R/T Stratotanker, C-12F Huron, C-5A/B/M Galaxy, C-17A Globemaster III, and C-130J Super Hercules

### CONTACT

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- <https://rooseveltdc.com/team-member/richard-g-moore-jr/>
- [Rick Moore](#)

Lt. Gen. Richard G. Moore, Jr. retired from the Air Force after serving as the Deputy Chief of Staff for Plans and Programs, Headquarters U.S. Air Force, the Pentagon, Arlington, VA. As the Air Force's senior Planner/Programmer, he directed and coordinated activities to ensure the Air Force plans for, builds, and employs effective air and cyber forces to achieve national defense objectives. To accomplish these tasks, he led the development, integration, evaluation, and analysis of the Air Force's program objective memorandum and resource allocation plan.

Lt. Gen. Moore graduated from the U.S. Air Force Academy in 1992 with a Bachelor of Science in Chemistry, and subsequently earned a Master of Engineering Management from Washington State University in 1997. During his Air Force career, Lt. Gen. Moore commanded at the squadron, group, and wing levels. He was also a command pilot with more than 4,000 hours in the KC-135R/T Stratotanker, C-12F Huron, C-5A/B/M Galaxy, C-17A Globemaster III, and C-130J Super Hercules.

Previously, Lt. Gen. Moore also served as the Director of Programs, Office of the Deputy Chief of Staff for Plans and Programs, HAF, the Pentagon, Arlington, Virginia.

## LTG (Ret.) Dan Karbler, USA

### Senior Advisor

TRG Team Member Since 2025



#### EXPERTISE

- Defense Budget & Priorities
- DoD Modernization
- National Defense Strategy
- Aerospace & Defense

#### EXPERIENCE

- ▶ 30 years of experience with the U.S. armed services
- ▶ Spearheaded the “16 Star Memo” and the stand-up of U.S. Space Command
- ▶ Expert in air and missile defense and space operations as former Commanding General of the U.S. Army’s Space and Missile Defense Command

#### CONTACT

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- 🌐 [Dan Karbler](#)

For 3+ decades, Dan served our nation in a variety of positions in the United States and around the world. He has enjoyed leading diverse groups of men and women, from all military services, in organizations both large and small, in environments that ranged from peaceful settings at home, to the stress and chaos of receiving incoming ballistic missile attacks in war.

An expert in Air and Missile Defense and Space Operations, he has extensive experience in effectively leading large and complex military commands, conducting operations, requirements and capability development, test and evaluation, and budget formulation. Throughout his time, he oversaw changes in Department of Defense strategic missions; he led major mergers, restructuring, and relocation of organizations as directed by the President of the United States. Specifically, he led the mission change and subsequent stand-up of U.S. Space Command as well as the transfer of the global satellite communications and theater early warning missions and the associated 1,000+ soldiers, civilians, and families from the U.S. Army to the U.S. Space Force.

Prior to retiring from the Army as a Lieutenant General, he led the U.S. Army’s Space and Missile Defense Command (SMDC), a globally dispersed organization across 23 locations and 11 time zones. He spearheaded the “16 Star Memo,” coordinating with the commanders from U.S. Space Command, U.S. Strategic Command, U.S. Northern Command, and the Chief of Staff of the Army to streamline missile defense command and control, resulting in President-approved changes to the Unified Command Plan (UCP). For the past two years, SMDC has been the #1 Army command in the Federal Employee Viewpoint Survey (FEVS) Employee Engagement rankings and was recognized as the Army’s “Best to Place to Work” in 2022 and 2023.

He has a Master’s degree in Strategic Studies from the U.S. Army War College, an Executive Master’s degree in Business Administration from Benedictine College, and a Bachelor’s Degree from the U.S. Military Academy at West Point. Dan is a Senior Advisor with the Center for Strategic and International Studies (CSIS) Missile Defense Project. He is a frequent contributor to Merit Street News on various Department of Defense topics. Dan has conducted numerous interviews and guest-lectured on the topics of Space, Air and Missile Defense, and strategic leadership at various think-tank, media, and academic venues and is a published author.



PART 2:

# Technical Response

# PART 2: Technical Response

## a. Understanding of the project task list and requirements

The Nebraska Strategic Defense Authority (NSDA) and The Roosevelt Group (TRG) (the “NSDA Team”) understand that the purpose of this effort extends far beyond the completion of a SWOT analysis, stakeholder engagement plan, resilience assessment, or advocacy strategy. At its core, this project is about establishing a durable statewide framework that enables Nebraska to protect existing military missions, identify and pursue future growth opportunities, strengthen critical infrastructure and community resilience, align key stakeholders around common priorities, and position the State to compete successfully for future Department of War (DoW) investment.

Nebraska possesses one of the Nation’s most strategically significant defense ecosystems. Home to United States Strategic Command (USSTRATCOM), Offutt Air Force Base, the 55th Wing and its 52 tenant organizations, the nuclear deterrence and strategic defense missions in Western Nebraska, the Nebraska National Guard, nationally recognized research institutions, advanced manufacturers, healthcare systems, defense contractors, and strong military-supportive communities, Nebraska occupies a unique position within the Nation’s defense enterprise. These assets not only contribute directly to national security, but also serve as significant drivers of economic growth, innovation, workforce development, and regional competitiveness.

The NSDA Team recognizes that sustaining and growing these missions requires more than traditional economic development efforts. Future military mission success will be influenced by a complex

### Key Stakeholders:

Military Organizations  
State Agencies  
Local Governments  
Academic Institutions  
Healthcare Providers  
Infrastructure Owners  
Utility Providers  
Defense Contractors  
Community Partners

combination of DoW priorities, strategic deterrence modernization, workforce availability, infrastructure resilience, quality-of-life considerations, research partnerships, industrial capacity, technological innovation, and stakeholder alignment. At the same time, Nebraska must remain agile enough to adapt to changing Presidential Administrations, evolving national security strategies, Congressional priorities, leadership transitions, and budgetary realities.

We understand that the scope of work outlined in Section V of the RFP is designed to provide Nebraska with both the analytical foundation and organizational framework necessary to navigate this dynamic environment. Specifically, the project seeks to:

- Assess Nebraska’s existing defense ecosystem and identify strengths, weaknesses, opportunities, and threats;
- Analyze economic, workforce, infrastructure, and community factors that support military missions;
- Establish a coordinated stakeholder engagement framework that aligns military, government, industry, academic, and community partners;
- Identify critical infrastructure dependencies, vulnerabilities, and resilience opportunities;
- Develop advocacy and marketing strategies that advance Nebraska’s military, economic, and strategic interests; and
- Create an implementation framework capable of adapting to changing conditions and sustaining progress over time.

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### Gen (ret.) Cotton Leads with Collaboration and Communication

“He possesses the rare ability to communicate complex national security challenges in a way that resonates with military leaders, elected officials, community partners, and the public alike. He builds trust, develops future leaders, and brings people together around a common purpose.”

*Brekka Kramer, President & CEO, Minot Area Chamber EDC*

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NSDA was established specifically to serve as Nebraska’s statewide defense integrator and is uniquely positioned to lead this effort. Supported by TRG’s national experience in defense communities, military installations, resilience planning, strategic advocacy, and mission growth initiatives, our combined team will do more than simply deliver the products required under this solicitation. We will establish a sustainable process that enables Nebraska to continuously analyze, align, advocate, and implement actions that strengthen military missions and advance defense-related economic development for years to come.

Our approach is informed by decades of experience supporting defense communities throughout the country, including work with the Massachusetts Military Asset and Security Strategy Task Force, the Dayton Development Coalition, the Utah Defense Alliance, the Omaha Chamber and Offutt region, the Montgomery Area Chamber, and numerous other communities supporting strategic deterrence, cyber operations, advanced acquisition, research and development, and Air Force Global Strike Command missions.

The ultimate objective of this effort is to provide Nebraska with a sustainable framework for mission growth, resilience, infrastructure investment, stakeholder alignment, and defense economic development that will continue delivering value long after completion of this project.

## b. Proposed development approach to complete each Task

### Proposed Approach

The NSDA Team proposes a comprehensive, implementation-focused approach designed to help Nebraska strengthen existing military missions, identify future growth opportunities, improve infrastructure resilience, and establish a sustainable framework for long-term defense-related economic development.

Our approach recognizes that the State requires a coordinated strategy that aligns key stakeholders, informs decision-makers, identifies actionable opportunities, and positions the State to successfully compete for future military missions, federal investment, infrastructure funding, workforce initiatives, and defense-related growth.

Accordingly, the NSDA Team developed an integrated approach built upon four mutually supporting pillars: (1) Analyze, (2) Align, (3) Advocate, and (4) Implement. **See graphic below.**

These pillars form the foundation of our methodology, ensuring that findings translate into meaningful actions and measurable outcomes. Rather than a linear, one-time process, they provide a continuous

## Nebraska’s Defense Strategy: The Four Pillars of Strategic Growth

A continuous cycle by NSDA and TRG for strengthening Nebraska’s defense ecosystem, adapting to evolving priorities and global threats.

### PHASE 1: ANALYZE

Establish a factual baseline through data collection, SWOT analysis, and infrastructure evaluations.

### PHASE 4: IMPLEMENT

Execute actionable pathways by leveraging federal programs and grants for measurable outcomes.



### PHASE 2: ALIGN

Convene stakeholders to create a unified statewide framework and reduce resource duplication.

### PHASE 3: ADVOCATE

Engage federal leadership and Congress to communicate Nebraska’s priorities and secure support.

### SUSTAINMENT AND GOVERNANCE



**THE ANNUAL STRATEGIC REVIEW**  
A yearly comprehensive assessment used to update priorities based on changing national policies.



**OPERATIONAL ROADMAP**  
The resulting Annual Work Plan establishes goals, performance measures, and stakeholder responsibilities.

### FEDERAL FUNDING TARGETS (IMPLEMENTATION PHASE)

|                          |  |
|--------------------------|--|
| • <b>DCIP Grants:</b>    | Defense Community Infrastructure                   |
| • <b>MIRRs:</b>          | Military Installation Resilience                   |
| • <b>OLDCC Programs:</b> | Community partnerships and infrastructure planning |

### SHARED LEADERSHIP ROLES

NSDA leads statewide coordination while TRG provides technical expertise and federal advocacy.

framework for adapting to changing defense priorities, military strategies, policy shifts, fiscal constraints, leadership transitions, emerging technologies, and other evolving conditions that shape defense communities.

**The NSDA Team views these pillars as a continuous cycle of assessment, engagement, advocacy, execution, and reassessment.**

Information gathered during implementation informs future analysis. New opportunities identified through advocacy efforts influence stakeholder priorities. Changes in missions, budgets, leadership, or policy drive updates to strategic objectives and implementation plans. The process is designed to remain agile and responsive while maintaining focus on Nebraska's long-term defense priorities.

### **Phase 1: ANALYZE**

The first phase of the effort focuses on developing a comprehensive understanding of Nebraska's defense ecosystem through data collection, stakeholder engagement, SWOT analysis, mission assessments, infrastructure evaluations, and resilience planning activities.

The NSDA Team will work closely with NMD and key stakeholders to establish a comprehensive baseline assessment. This effort will evaluate:

- Existing military missions and supporting infrastructure;
- DoW, Department of the Air Force, USSTRATCOM, and National Guard priorities;
- Workforce capabilities and talent pipelines;
- Infrastructure dependencies and resilience challenges;
- Defense industrial base opportunities;
- Research and innovation assets;
- Quality-of-life factors affecting military personnel and families;
- Economic development opportunities; and
- Emerging threats, risks, and mission growth opportunities.

The resulting analysis will establish the factual foundation upon which all subsequent recommendations, advocacy efforts, and implementation strategies will be built.

### **Phase 2: ALIGN**

Analysis alone does not create results. Long-term success depends upon the ability to align stakeholders around common priorities and a shared vision for the future.

**As Nebraska's statewide defense integrator, NSDA is uniquely positioned to perform this function.**

Through Advisory Committee meetings, Technical Stakeholder Committee meetings, the statewide Partnership Forum, and ongoing engagement activities, NSDA will bring key stakeholders to develop consensus around Nebraska's defense priorities.

General (Ret.) Anthony Cotton's relationships throughout Nebraska and within the DoW provide a significant advantage in convening stakeholders and building support for future initiatives.

The result will be a coordinated statewide framework that reduces duplication, improves communication, aligns resources, establishes shared priorities, and creates a unified approach to supporting Nebraska's military missions.

### **Phase 3: ADVOCATE**

The NSDA Team recognizes that opportunities identified through analysis and stakeholder engagement must ultimately be translated into action through effective advocacy and strategic engagement.

Advocacy is a hallmark of The Roosevelt Group's work. TRG has extensive experience developing and executing coordinated strategies that engage DoW leadership, military services, combatant commands, Congressional delegations, authorization committees, appropriations committees, federal agencies, and other key stakeholders.

The NSDA Team will develop an advocacy framework that identifies priorities, establishes responsibilities, coordinates messaging, and aligns stakeholders around common objectives. This effort will include engagement strategies focused on:

- DoW leadership;
- Department of the Air Force leadership;
- U.S. Strategic Command;
- National Guard Bureau;
- Office of Local Defense Community Cooperation (OLDCC);

- Nebraska's Congressional Delegation;
- Congressional authorization and appropriations committees;
- Governor's Office;
- Nebraska Legislature;
- State agencies;
- Economic development organizations; and
- Industry and academic partners.

The objective is to ensure Nebraska's priorities are effectively communicated to the individuals and organizations responsible for military missions, infrastructure investments, workforce initiatives, research programs, and federal funding decisions.

#### **Phase 4: IMPLEMENT**

The final pillar of the NSDA Team's approach focuses on implementation.

Too often, strategic planning efforts conclude with delivery of a final report and no mechanism for sustaining momentum or executing recommendations. **The NSDA Team is committed to producing actionable outcomes rather than simply generating studies.**

Each task under this project is designed to produce practical recommendations, implementation pathways, potential funding sources, stakeholder responsibilities, timelines, and measurable next steps. Particular emphasis will be placed on identifying opportunities to leverage federal programs such as:

- Military Installation Resilience Reviews (MIRRs);
- Defense Community Infrastructure Program (DCIP) grants;
- Compatible-use planning initiatives;
- Workforce development programs;
- Research and innovation partnerships;
- Infrastructure resilience programs; and
- Other federal and state funding opportunities.

Because NSDA will remain in place following completion of this initial phase effort, Nebraska will retain an organizational framework capable of advancing recommendations, coordinating stakeholders, pursuing funding opportunities, and supporting military missions well into the future.

## **Continuous Improvement and Annual Work Plan Development**

A key differentiator of the NSDA Team's approach is the recognition that strategic planning is not a one-time event. The defense environment is constantly evolving, and Nebraska's strategy must evolve with it. Throughout the period of performance, The NSDA Team will continuously monitor developments affecting Nebraska's defense ecosystem and provide recommendations for adjustments to priorities, advocacy efforts, resilience initiatives, infrastructure investments, workforce strategies, and stakeholder engagement activities as conditions warrant.

At least once per year, NSDA will convene key stakeholders to conduct a comprehensive strategic review. This review will assess:

- DoW priorities and policy changes;
- Changes in Administration objectives and initiatives;
- Congressional authorization and appropriations actions;
- Military leadership transitions;
- Mission growth opportunities;
- Infrastructure and resilience priorities;
- Workforce and quality-of-life trends;
- Economic development opportunities;
- Advocacy outcomes; and
- Progress toward implementation goals.

Based upon this review, the NSDA Team will update strategic priorities and develop a revised Annual Work Plan that establishes goals, responsibilities, advocacy initiatives, implementation actions, performance measures, and stakeholder engagement activities for the upcoming year.

The Annual Work Plan will serve as Nebraska's operational roadmap and ensure stakeholder efforts remain aligned with current conditions, emerging opportunities, and evolving national security priorities.

This approach transforms the project from a static planning exercise into an enduring strategic management framework that continuously positions Nebraska to support military missions, attract investment, strengthen resilience, and advance defense-related economic development.

## **Roles and Responsibilities**

A key strength of the NSDA Team is the clear division of responsibilities among team members and organizations.

NSDA will serve as the lead organization responsible for stakeholder engagement, statewide coordination, strategic alignment, communications, implementation oversight, and long-term sustainment of project outcomes.

**General (ret.) Anthony Cotton** will provide senior-level strategic guidance, stakeholder engagement support, and outreach to military leaders, elected officials, industry executives, and community stakeholders. NSDA staff will coordinate project logistics, meeting management, stakeholder communications, scheduling, documentation, and administrative support.

**Kathleen Ferguson** will lead the TRG team in providing technical expertise, strategic analysis, resilience planning support, advocacy strategy development, federal engagement expertise, facilitation services, and project management support. Additional focus areas include supporting stakeholder engagement, community partnerships, infrastructure planning, resilience initiatives, and coordination with federal programs, including opportunities administered through the Office of Local Defense Community Cooperation.

Together, NSDA and TRG provide Nebraska with a unique combination of statewide leadership, military expertise, strategic planning capabilities, advocacy experience, and implementation capacity.

The result is a team capable not only of identifying opportunities, but of helping Nebraska capitalize on them.

## TASK I: SWOT ANALYSIS OF EXISTING ENVIRONMENT

NSDA will lead the development of a comprehensive SWOT Analysis of Existing Environment designed to establish a strategic foundation for all subsequent project activities. As Nebraska's statewide defense integrator, NSDA is uniquely positioned to bring together key stakeholders to develop a shared understanding of Nebraska's defense ecosystem and future opportunities.

Supporting NSDA, TRG will apply a proven methodology that combines stakeholder engagement, mission analysis, infrastructure assessment, resilience planning, and strategic forecasting to identify strengths, weaknesses, opportunities, and threats affecting Nebraska's military missions and defense-related economic development.

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"I have witnessed his dedication to the USSTRATCOM mission and the greater Offutt Air Force Base mission as well as his work on initiatives with the State of Nebraska and local Offutt community. General Cotton's engagement and leadership have been instrumental in helping build a consensus of community support for national security and the long-term economic development of this region."

*Jerry Gandy, CEO, NDRC*

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Unlike traditional SWOT assessments that capture conditions at a single point in time, the NSDA Team views this effort as a living strategic framework that will continue to evolve throughout the project. As additional stakeholder input, infrastructure assessments, resilience analyses, and implementation opportunities are identified, findings will be continuously refined to ensure recommendations remain aligned with changing military priorities, federal policies, emerging technologies, economic conditions, and mission requirements.

## **EXISTING MISSIONS AND CORRESPONDING INFRASTRUCTURE**

The NSDA Team will conduct a comprehensive assessment of Nebraska's existing military missions, supporting organizations, defense contractors, research institutions, and associated infrastructure assets. The assessment will evaluate the relationships among Offutt Air Force Base, USSTRATCOM, the Nebraska National Guard, reserve component organizations, federal agencies, defense industry partners, universities, healthcare systems, and economic development organizations.

This effort will identify and assess the critical infrastructure required to support mission execution, including transportation networks, utilities, communications systems, workforce pipelines, housing availability, healthcare capacity, educational resources, research institutions, and community support services. Particular attention will be given to understanding interdependencies among these assets and their contribution to mission readiness, resilience, and long-term growth potential.

The resulting assessment will establish a comprehensive baseline of Nebraska's defense ecosystem and identify both existing capabilities and areas requiring future investment.

## **POSTURE OF THE U.S. AIR FORCE AND USSTRATCOM**

The future viability and growth potential of Nebraska's military missions are directly influenced by the DoW, Department of the Air Force, and United States Strategic Command priorities. Accordingly, the NSDA Team will assess current and emerging strategic priorities and evaluate their implications for Nebraska's military missions.

Leveraging General (Ret.) Anthony Cotton's experience as former Commander of United States

Strategic Command, combined with TRG's extensive experience supporting military installations and defense communities nationwide, the team will assess how evolving national defense priorities align with Nebraska's existing capabilities and future opportunities.

Areas of focus will include strategic deterrence modernization, Nuclear Command, Control and Communications (NC3), Sentinel recapitalization, cyber operations, artificial intelligence, advanced manufacturing, defense innovation, workforce requirements, energy resilience, and emerging mission requirements. The assessment will identify trends, opportunities, and potential risks associated with future force structure decisions, mission realignments, infrastructure investments, and technology development initiatives.

This analysis will help position Nebraska to proactively support DoW priorities and compete for future mission growth opportunities.

## **POTENTIAL OPPORTUNITIES FOR NEW MISSION ALIGNMENT OR GROWTH**

A primary objective of the SWOT Analysis is to identify opportunities that strengthen Nebraska's position as a national leader in defense, strategic deterrence, innovation, and military-community partnerships.

The NSDA Team will evaluate opportunities for mission expansion, defense-related economic development, federal investment, research partnerships, workforce development initiatives, and public-private collaboration. Particular attention will be given to opportunities associated with cyber operations, artificial intelligence, modeling and simulation, advanced manufacturing, defense technology development, healthcare innovation, logistics, space-related activities, and strategic deterrence modernization.

The assessment will also examine opportunities to strengthen collaboration among military organizations, universities, industry partners, healthcare institutions, and state and local governments. This effort will identify ways to leverage Nebraska's existing strengths while positioning the State to compete for future military missions, federal funding opportunities, and defense-related investment.

In addition, the NSDA Team will identify opportunities to leverage existing federal programs and initiatives that support mission growth, infrastructure development, workforce readiness, research partnerships, and community resilience.

### **IDENTIFY PHYSICAL INFRASTRUCTURE CONSTRAINTS**

Mission growth and sustainment depend upon the availability of resilient infrastructure and community support systems. NSDA and TRG will identify physical infrastructure constraints and vulnerabilities that may affect mission readiness, resilience, workforce attraction and retention, economic competitiveness, or future mission growth.

The assessment will evaluate transportation infrastructure, utilities, energy systems, communications networks, housing availability, healthcare capacity, childcare resources, educational opportunities, and other community support systems necessary to support military missions and military families.

Particular attention will be given to identifying infrastructure deficiencies, capacity limitations, encroachment concerns, resilience challenges, and other factors that could constrain future mission growth or reduce Nebraska's competitiveness for future DoW investments.

These findings will directly inform Task IV — Identification of Critical Infrastructure and development of the Military Installation Resilience and Action Plan.

### **METHODOLOGY AND RELEVANT EXPERIENCE**

NSDA's statewide relationships and convening authority provide the foundation for this effort. Through its leadership, Board of Directors, and stakeholder network, NSDA will facilitate engagement among military leaders, government agencies, academic institutions, healthcare organizations, infrastructure providers, industry partners, and community stakeholders throughout Nebraska.

TRG will support the effort through application of proven strategic assessment methodologies refined through work with defense communities across the

Nation. TRG currently supports the military missions throughout the states of Massachusetts, Virginia, Utah as well as local defense communities that host Barksdale AFB, Wright-Patterson Air Force Base, Offutt Air Force, Maxwell Air Force Base, and more. These locations host missions from across the spectrum, including, strategic deterrence, fighters, bombers, cyber operations, advanced acquisition, research and development.

TRG has conducted SWOT-based strategic assessments or comparable mission-growth analyses for organizations including the Massachusetts Military Asset and Security Strategy Task Force, the Dayton Development Coalition, the Utah Defense Alliance, the Omaha Chamber and Offutt region, and the Montgomery Area Chamber of Commerce. These efforts have informed resilience planning initiatives, infrastructure investment strategies, workforce development programs, federal funding pursuits, and mission growth efforts.

Both Kathleen Ferguson and Teran Judd participated in Air Force analytical efforts supporting the 2005 Base Realignment and Closure (BRAC) process and bring decades of experience evaluating military missions, infrastructure requirements, workforce capacity, strategic value, and future mission opportunities. Kathleen also testified many times on Capitol Hill to advocate for the new USSTRATCOM Headquarters Building, and has had numerous visits to Offutt AFB through the course of her career with the Air Force and subsequently with The Roosevelt Group.

### **TASK I DELIVERABLE**

The SWOT Analysis will provide Nebraska with a comprehensive assessment of strengths, weaknesses, opportunities, and threats affecting military missions, infrastructure, workforce development, resilience, and economic growth. More importantly, it will establish a strategic framework that guides future decision-making, supports stakeholder alignment, and positions Nebraska to compete successfully for future mission growth, federal investment, and defense-related economic development opportunities.

## **TASK II: DATA COLLECTION AND ANALYSIS**

Effective strategic planning begins with a clear understanding of existing conditions, available resources, economic trends, and future opportunities. The NSDA Team recognizes that Nebraska has already invested significant resources in developing economic, workforce, infrastructure, military, and community planning information. Rather than duplicating previous efforts, our approach focuses on integrating existing data, identifying gaps, validating assumptions, and transforming information into actionable recommendations that support military missions, economic development, and future growth.

This task serves as the analytical bridge between the SWOT Analysis, Stakeholder Engagement process, Military Installation Resilience and Action Plan, and Advocacy and Marketing Strategy. The objective is not simply to collect data, but to provide Nebraska with a comprehensive understanding of its defense-related economic posture and identify opportunities to strengthen military missions, support communities, and attract future investment.

### **REVIEW OF EXISTING DATA AND STUDIES**

The NSDA Team will conduct a comprehensive review of available information provided by the Nebraska Military Department and other stakeholders. This review will include military, economic, workforce, infrastructure, demographic, academic, healthcare, housing, transportation, and community development data relevant to Nebraska's defense ecosystem. Examples of information to be reviewed may include:

- Existing economic impact studies;
- Workforce and labor market analyses;
- State and regional economic development plans;
- Infrastructure assessments;
- Housing studies;
- Transportation and logistics plans;
- Educational and workforce development reports;
- Healthcare capacity assessments;
- Defense industry and supply chain analyses;
- University and research institution studies; and
- Prior military mission and community support assessments.

The objective is to establish a comprehensive baseline understanding of Nebraska's current economic posture and its relationship to military missions and defense-related economic activity.

### **DATA INTEGRATION AND GAP ANALYSIS**

One of the most valuable outcomes of this task will be identifying gaps in existing information.

The NSDA Team will evaluate available data to determine where additional information, stakeholder input, or future analysis may be required. Particular attention will be given to issues that directly influence military mission sustainment and future growth opportunities. Areas of analysis may include:

- Workforce availability and readiness;
- Skilled labor and technical workforce capacity;
- Housing availability and affordability;
- Healthcare access and capacity;
- Childcare and educational resources;
- Defense industry capabilities and supply chains;
- Research and innovation assets;
- Infrastructure capacity and resilience; and
- Community support services.

The resulting gap analysis will be presented to NMD and stakeholders to help prioritize future planning efforts and focus resources on areas most critical to military mission success and economic growth.

### **DEFENSE ECONOMIC BASELINE ASSESSMENT**

The NSDA Team will develop a defense-focused economic baseline that evaluates the current role military missions, defense contractors, research institutions, and related activities play within Nebraska's economy. The assessment will evaluate:

- Direct and indirect economic impacts associated with military missions;
- Defense-related employment;
- Defense industrial base capabilities;
- Research and development activities;
- Technology and innovation assets;
- Workforce development pipelines; and
- Existing public and private sector investments supporting defense-related activities.

This baseline will provide decision-makers with a clearer understanding of the economic importance of Nebraska's defense ecosystem and establish a foundation for future growth planning.

### **WORKFORCE, QUALITY OF LIFE, AND COMMUNITY SUPPORT ANALYSIS**

Military mission growth increasingly depends upon the ability to attract, develop, and retain a highly skilled workforce. Accordingly, the NSDA Team will evaluate factors that influence workforce availability

and quality of life for military personnel, civilian employees, contractors, and their families. The analysis will consider:

- Workforce demographics and trends;
- Educational and training resources;
- University partnerships;
- Healthcare access;
- Housing availability and affordability;
- Childcare resources;
- Transportation systems;
- Community support services; and
- Other quality-of-life factors affecting military readiness and workforce retention.

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### **NSDA Leadership is Local and Committed to the Community**

“General Cotton is a results-driven leader who believes in actionable, executable objectives. He values partnerships, collaboration, and bringing people together to solve complex challenges. His ability to unite diverse stakeholders around a common purpose was evident to our community every day. His commitment to and impact upon Montgomery and the River Region is still felt today and will always remain woven into the fabric of Montgomery’s leaders and friends.”

***Anna Buckalew, President & CEO, Montgomery Regional Chamber***

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This analysis will help identify opportunities to strengthen Nebraska’s competitiveness as a location for future military missions, defense industry investment, and workforce growth.

### **BENCHMARKING AND BEST PRACTICES**

TRG’s experience supporting defense communities across the Nation provides Nebraska with access to proven strategies and lessons learned from other successful military communities.

Drawing upon work with the Massachusetts Military Asset and Security Strategy Task Force, Dayton Development Coalition, Utah Defense Alliance, Omaha Chamber, Montgomery Area Chamber, and numerous other defense communities, the NSDA team will identify best practices that may be adapted to Nebraska’s unique circumstances.

This benchmarking effort will help identify opportunities for innovation, stakeholder alignment, workforce development, infrastructure investment, resilience planning, and defense-related economic development.

### **DEFENSE GROWTH OPPORTUNITY ASSESSMENT**

Using information gathered through data collection, stakeholder engagement, and the SWOT Analysis, the NSDA Team will identify opportunities that position Nebraska for future growth. Potential areas of opportunity may include:

- Strategic deterrence modernization;
- Sentinel-related investments and support activities;
- Nuclear Command, Control, and Communications (NC3);
- Cyber operations and cybersecurity;
- Artificial intelligence and advanced analytics;
- Advanced manufacturing;
- Defense technology development;
- Research and innovation partnerships;
- Workforce development initiatives;
- Defense industrial base expansion; and
- Federal infrastructure and resilience investments.

The objective is to identify opportunities where Nebraska’s existing strengths align with future DoW priorities and national security requirements.

### **TASK II DELIVERABLE**

The final Data Collection and Analysis Report will provide Nebraska with an integrated assessment of its defense-related economic posture, workforce capabilities, quality-of-life factors, infrastructure considerations, defense industry assets, and future growth opportunities.

More importantly, the report will transform data into actionable insights and strategic recommendations that support mission sustainment, resilience planning, stakeholder alignment, advocacy efforts, and long-term defense-related economic development throughout Nebraska.

## TASK III: STAKEHOLDER MANAGEMENT

**Stakeholder management is a core organizational mission of NSDA.**

NSDA was established specifically to serve as Nebraska's statewide defense integrator by bringing together key stakeholders around a common strategy for military mission growth, resilience, innovation, and economic development.

The purpose of Task III is to create a coordinated and sustainable framework for stakeholder engagement that supports the successful execution of this project while establishing an enduring capability that continues to benefit Nebraska long after completion of the period of performance.

NSDA will lead all stakeholder management activities under this task, leveraging its leadership, organizational structure, statewide relationships, and convening authority. Supporting NSDA, TRG will provide facilitation support, strategic planning expertise, stakeholder engagement methodologies, and defense community best practices developed through work with military installations and defense communities across the Nation.

Together, the NSDA Team will ensure stakeholders remain informed, engaged, aligned, and committed throughout the project life-cycle.

### COORDINATION AND FACILITATION OF COMMITTEE MEETINGS

NSDA will serve as the central coordinating organization responsible for planning, organizing, facilitating, and documenting all stakeholder engagement activities required under this project.

NSDA staff will coordinate meeting scheduling, stakeholder outreach, communications, venue coordination, agenda distribution, attendance tracking, meeting documentation, action-item management, and follow-up activities. This organizational capacity allows project subject matter experts and stakeholders to focus on substantive issues rather than administrative coordination.

General (ret.) Anthony Cotton's longstanding relationships with military leaders, elected officials, business executives, academic institutions, healthcare organizations, defense contractors, and community leaders throughout Nebraska provide a

unique advantage in convening stakeholders and encouraging active participation.

TRG will support NSDA through development of meeting objectives, facilitation of discussions, issue identification, stakeholder analysis, strategic planning support, and integration of stakeholder input into project deliverables. All meeting outputs will be documented and incorporated into the SWOT Analysis, Data Collection and Analysis efforts, Military Installation Resilience and Action Plan, and Advocacy and Marketing Strategy.

### TECHNICAL STAKEHOLDER COMMITTEE

Specific to Technical Stakeholder Committee meetings, NSDA will organize and facilitate bi-monthly Technical Stakeholder Committee meetings focused on the issues most critical to military mission sustainment and future growth. Technical stakeholder participation will be drawn from organizations responsible for infrastructure, utilities, transportation, workforce development, housing, healthcare, research, education, economic development, emergency management, cyber operations, communications systems, environmental stewardship, and defense industry growth.

These meetings will provide a forum for detailed discussion of technical issues, identification of opportunities and challenges, validation of project findings, and development of implementation recommendations. Technical stakeholder engagement will be particularly important in supporting development of the SWOT Analysis, infrastructure assessments, resilience planning activities, and identification of future investment opportunities.

The meetings will also help establish new relationships among organizations that may not traditionally engage with one another, but whose collaboration is essential to mission success and economic growth.

### ADVISORY COMMITTEE

NSDA will establish and support a minimum of three Advisory Committee meetings during the period of performance.

The Advisory Committee will serve as the project's senior-level strategic leadership body and provide guidance, oversight, and validation throughout the project. Committee membership will reflect Nebraska's diverse defense ecosystem and include

representation from military organizations, state agencies, local governments, economic development organizations, academic institutions, healthcare providers, infrastructure owners, utilities, defense industry partners, and community stakeholders.

The Advisory Committee will:

- Review project findings and recommendations;
- Validate strategic priorities;
- Identify emerging opportunities and risks;
- Support stakeholder alignment;
- Build consensus around future actions and investments; and
- Provide strategic guidance to NSDA and NMD throughout project execution.

General Cotton and NSDA leadership will play a key role in ensuring participation by senior-level stakeholders and maintaining focus on Nebraska's long-term strategic objectives.

### **PARTNERSHIP FORUM**

Following completion of the SWOT Analysis and initial project assessments, NSDA will coordinate with NMD to organize and host a statewide Partnership Forum designed to bring together military leaders, elected officials, business executives, academic institutions, healthcare providers, infrastructure owners, utilities, defense contractors, and community stakeholders.

The Partnership Forum will serve as Nebraska's premier defense collaboration event and provide an opportunity to:

- Present project findings;
- Highlight strategic opportunities;
- Build consensus around future priorities;
- Identify partnership opportunities;
- Promote collaboration among stakeholders; and
- Establish momentum for implementation of project recommendations.

NSDA will leverage its statewide network and leadership relationships to maximize participation and ensure representation from key stakeholder groups throughout Nebraska.

In addition to the Partnership Forum, the NSDA Team will support the presentations and stakeholder engagement activities required by the RFP, including briefings to NMD leadership, project stakeholders, and other audiences identified by the State.

### **LONG-TERM STAKEHOLDER INTEGRATION**

A key differentiator of NSDA's approach is that stakeholder engagement will not end with completion of the project.

Unlike traditional consulting engagements that conclude upon delivery of a final report, NSDA was created specifically to provide Nebraska with an enduring capability for stakeholder coordination, strategic alignment, and defense-related collaboration.

Throughout this project, NSDA will establish a sustainable stakeholder engagement framework that includes communication pathways, governance structures, meeting processes, stakeholder responsibilities, and coordination mechanisms necessary to support future defense initiatives.

The objective is not simply to conduct meetings, but to strengthen Nebraska's ability to coordinate military support activities, pursue federal funding opportunities, advocate for mission growth, support infrastructure investments, and advance defense-related economic development for years to come.

### **TASK III DELIVERABLE**

The final Stakeholder Management effort will provide Nebraska with a coordinated statewide engagement framework that aligns military, government, industry, academic, healthcare, infrastructure, and community stakeholders around a common vision for mission growth, resilience, innovation, and economic development.

Through NSDA's leadership and organizational structure, Nebraska will gain an enduring capability to support military missions and advance statewide defense priorities long after completion of this project.

## **TASK IV: IDENTIFICATION OF CRITICAL INFRASTRUCTURE**

The NSDA Team recognizes that infrastructure resilience is a mission assurance requirement. The ability of Nebraska's military installations, defense organizations, and supporting communities to execute critical missions depends upon resilient infrastructure systems capable of supporting current operations while adapting to future mission requirements.

Consistent with NSDA's mission to advocate for resilient mission-critical and community-supporting infrastructure, NSDA will lead development of a Military Installation Resilience and Action Plan designed to identify critical infrastructure dependencies, assess vulnerabilities, evaluate future requirements, and position Nebraska for future federal investment opportunities. Supporting NSDA, TRG will provide subject matter expertise in military installation resilience, strategic basing, infrastructure planning, energy resilience, encroachment management, federal funding programs, and military-community partnerships.

Importantly, the NSDA Team recognizes that significant resilience planning work has already been undertaken by the Greater Omaha Chamber, Metropolitan Area Planning Agency (MAPA), Offutt Air Force Base leadership, local governments, and regional stakeholders. Rather than duplicating those efforts, our team will leverage, integrate, and build upon existing initiatives to maximize the value of previous investments and accelerate implementation of identified priorities.

Of particular significance is the Military Installation Resilience Review (MIRR) proposal recently submitted by MAPA and regional partners to the DoW's Office of Local Defense Community Cooperation (OLDCC). The proposed MIRR focuses on transportation infrastructure, bridges, roadways, and critical access routes supporting Offutt Air Force Base and surrounding military missions. These infrastructure systems have consistently been identified by installation leadership as essential to mission assurance, workforce access, emergency response, and long-term installation resilience.

Should the MIRR receive funding, the NSDA team will work closely with MAPA, the Greater Omaha Chamber, Offutt Air Force Base leadership,

transportation agencies, local governments, utilities, and other stakeholders to ensure findings are fully integrated into Nebraska's broader Military Installation Resilience and Action Plan. Regardless of the MIRR outcome, the work already completed provides an important foundation that can be expanded into a statewide framework supporting military missions across Nebraska.

### **MILITARY INSTALLATION RESILIENCE AND ACTION PLAN**

The Military Installation Resilience and Action Plan will serve as Nebraska's strategic framework for identifying, protecting, and strengthening infrastructure systems that support military missions throughout the State. Particular attention will be given to infrastructure supporting Offutt Air Force Base, U.S. Strategic Command, the Nebraska National Guard, Sentinel-related activities in western Nebraska, and other defense-related organizations throughout the State.

The plan will identify mission dependencies, assess vulnerabilities, evaluate future infrastructure requirements, and prioritize actions that improve resilience, reduce risk, and support future mission growth opportunities.

### **UTILIZE NATIONAL INFRASTRUCTURE PROTECTION PLAN (NIPP) PRINCIPLES**

Consistent with the RFP requirements, the NSDA Team will utilize concepts contained within the National Infrastructure Protection Plan (NIPP) as the organizing framework for evaluating infrastructure systems and mission dependencies.

The NIPP framework provides a nationally recognized methodology for understanding how critical infrastructure supports mission execution and how disruptions may impact military readiness, economic stability, and community resilience. Using NIPP principles, the team will:

- Identify critical infrastructure assets supporting military missions;
- Assess infrastructure dependencies and interdependencies;
- Evaluate risks, vulnerabilities, and resilience gaps;
- Analyze potential impacts on military missions and defense-related activities;
- Identify mitigation opportunities and resilience investments; and
- Develop prioritized recommendations and implementation strategies.

This approach ensures Nebraska's resilience planning efforts remain consistent with federal guidance and positions the State to compete effectively for future federal resilience funding opportunities.

### **ASSESS CAPABILITY OF ASSETS AND MISSION ALIGNMENT**

The NSDA Team will facilitate engagement among military organizations, transportation providers, utilities, healthcare systems, educational institutions, local governments, infrastructure owners, economic development organizations, and community stakeholders to identify and evaluate assets supporting military missions.

The team will map military missions against supporting infrastructure systems and identify constraints that may affect mission readiness, resilience, workforce availability, quality of life, healthcare access, economic development, or future mission growth opportunities. Areas of evaluation will include:

- Transportation networks, bridges, and access routes;
- Energy generation and distribution systems;
- Water and wastewater infrastructure;
- Communications and broadband systems;
- Housing availability and affordability;
- Healthcare capacity and access;
- Workforce development resources;
- Childcare and educational systems;
- Emergency response capabilities; and
- Defense industrial base support infrastructure.

The resulting analysis will identify both strengths and vulnerabilities and establish priorities for future investment.

### **ASSESS THE IMPACT OF FUTURE INFRASTRUCTURE IMPROVEMENTS AND INDUSTRIAL DEVELOPMENT**

Future infrastructure investments and industrial development activities can significantly influence military mission readiness, resilience, and growth potential. The NSDA Team will evaluate planned and proposed infrastructure projects, utility improvements, transportation investments, industrial expansions, housing developments, workforce initiatives, and economic development activities to determine their potential impacts on military missions.

The assessment will identify opportunities where future development can enhance mission support while also identifying potential conflicts, encroachment concerns, infrastructure constraints, or compatibility issues that may require mitigation. Particular attention will be given to opportunities supporting:

- Strategic deterrence modernization;
- NC3 and command-and-control missions;
- Sentinel recapitalization;
- Advanced manufacturing;
- Defense technology development;
- Cyber and digital infrastructure;
- Workforce growth; and
- Defense industrial base expansion.

### **EVALUATE THE BENEFITS OF FUTURE LAND USE STUDIES**

NSDA and TRG will evaluate opportunities for future compatible-use and land-use planning efforts designed to protect military missions while supporting community growth and economic development. Recommendations will consider:

- Encroachment risks;
- Future development trends;
- Transportation and utility expansion;
- Mission growth opportunities;
- Community compatibility concerns;
- Airspace and operational protection requirements; and
- Opportunities to leverage federal planning and resilience programs.

Where appropriate, the NSDA Team will recommend future land-use studies, compatible-use planning initiatives, or resilience-focused planning efforts that strengthen military-community partnerships and preserve mission flexibility.

### **IMPLEMENTATION STRATEGY AND FEDERAL FUNDING OPPORTUNITIES**

A key objective of the Military Installation Resilience and Action Plan is to position Nebraska for implementation.

Leveraging TRG's extensive experience supporting MIRR, DCIP, compatible-use planning initiatives, and other OLDCC programs, the NSDA Team will identify funding pathways and implementation opportunities associated with each major recommendation.

Many of these programs provide significant federal participation while requiring only modest state or local cost sharing. As a result, Nebraska may be able to leverage future federal investments to address infrastructure challenges, improve resilience, support mission growth, and strengthen military-community partnerships while minimizing the burden on state and local resources.

NSDA's role as Nebraska's statewide defense integrator provides an additional advantage by ensuring resilience priorities identified in one region can be shared, coordinated, and leveraged throughout the State.

General (Ret.) Anthony Cotton, NSDA leadership, and TRG will work with military leaders, elected officials, infrastructure providers, industry partners, and community stakeholders to build support for implementation and advance priority projects toward execution.

### **TASK IV DELIVERABLE**

The final Military Installation Resilience and Action Plan will provide Nebraska with a prioritized, actionable roadmap for strengthening critical infrastructure, improving resilience, supporting military missions, reducing risk, pursuing federal funding opportunities, and advancing long-term mission growth and defense-related economic development objectives throughout the State.



## **TASK V: ADVOCACY AND MARKETING STRATEGY**

Successful defense growth requires more than analysis. It requires sustained engagement with the decision makers responsible for military missions, force structure, infrastructure investments, congressional authorizations, appropriations, research funding, workforce initiatives, and economic development opportunities.

The NSDA Team recognizes that Nebraska's future success depends upon maintaining strong relationships across all levels of government while ensuring stakeholders throughout the State are working toward a common set of priorities.

The purpose of this task is to develop a comprehensive Advocacy and Marketing Strategy that aligns military, federal, state, local, academic, healthcare, and private-sector partners behind a unified vision for Nebraska's defense future.

NSDA will serve as the statewide coordinating organization responsible for stakeholder alignment, priority development, and execution oversight. Supporting NSDA, TRG will provide advocacy planning, federal engagement expertise, congressional strategy, DoW outreach, and implementation support.

Together, the NSDA Team will create a coordinated advocacy framework designed to strengthen military missions, attract investment, improve infrastructure, support workforce development, and advance Nebraska's position as a national leader in defense, strategic deterrence, innovation, and resilience.

### **FEDERAL ADVOCACY STRATEGY**

TRG's hallmark is the development of integrated advocacy strategies that engage both DoW decision-makers and Congressional stakeholders.

The NSDA Team will identify opportunities for engagement with:

- DoW leadership;
- Department of the Air Force leadership;
- U.S. Strategic Command;
- National Guard Bureau;
- Office of Local Defense Community Cooperation (OLDCC);
- Military departments and defense agencies;
- Nebraska's Congressional Delegation;
- Congressional authorization committees; and
- Congressional appropriations committees.

The strategy will identify priority issues, decision makers, engagement timelines, supporting messages, desired outcomes, and implementation responsibilities.

### **STATE ADVOCACY STRATEGY**

Many issues affecting military missions originate at the state level. Accordingly, the NSDA Team will identify opportunities to engage:

- Governor’s Office;
- Nebraska Legislature;
- State agencies;
- Workforce development organizations;
- Economic development entities;
- Educational institutions;
- Infrastructure agencies; and
- Other state-level stakeholders.

The objective will be to ensure Nebraska’s policies, programs, and investments support military missions, workforce requirements, infrastructure needs, and future economic development opportunities.

### **UNIFIED STATEWIDE ADVOCACY FRAMEWORK**

One of the most important outcomes of this task will be the creation of a coordinated statewide advocacy framework.

NSDA was established specifically to overcome the fragmentation that often exists among military support organizations, economic development entities, industry partners, academic institutions, and local communities. NSDA will facilitate development of a unified advocacy plan that establishes:

- Shared priorities;
- Clearly defined responsibilities;
- Communication protocols;
- Engagement strategies;
- Decision-making processes; and
- Accountability mechanisms.

The resulting framework will ensure stakeholders throughout Nebraska are working from a common playbook when advocating for military missions, infrastructure investments, workforce initiatives, and economic development opportunities.

### **MARKETING AND STRATEGIC POSITIONING**

The NSDA Team will develop a marketing campaign designed to elevate awareness of Nebraska’s military missions, strategic importance, workforce capabilities, research strengths, infrastructure investments, and defense industry opportunities.

The campaign will include:

- Core messaging themes;
- Target audiences;
- Marketing materials and fact sheets;
- Presentation materials;
- Website and digital communications recommendations;
- Conference and event participation strategies;
- Industry engagement opportunities; and
- Recommendations for promoting Nebraska as a premier location for defense investment and mission growth.

Particular emphasis will be placed on highlighting Nebraska’s role in strategic deterrence, national security, innovation, advanced manufacturing, cyber operations, workforce development, and military-community partnerships.

### **IMPLEMENTATION ROADMAP**

The Advocacy and Marketing Strategy will include a practical implementation roadmap that identifies short-term, mid-term, and long-term actions.

The roadmap will assign responsibilities, establish timelines, identify resource requirements, and provide performance measures that allow NSDA, NMD, and stakeholders to track progress and adjust priorities as conditions change.

## **TASK V DELIVERABLE**

The final Advocacy and Marketing Strategy will provide Nebraska with a coordinated roadmap for engaging military leaders, federal agencies, congressional offices, state government officials, industry partners, academic institutions, and community stakeholders. The strategy will establish clear priorities, defined roles and responsibilities, coordinated messaging, and implementation actions designed to strengthen existing missions, support future mission growth, attract investment, and advance Nebraska’s position as a national leader in defense, strategic deterrence, innovation, and resilience.

# c. Detailed project work plan to accomplish deliverables and meet anticipated deadlines

## Initial Setup and Kick-off

**Intent to Award:** June 18, 2026.

**Setup NMD Kick-off Meeting:** June 18, 2026, through July 30, 2026 (est. 30 days after Notice to Proceed).

### Task I: SWOT Analysis of Existing Environment

**Timeline:** August 1, 2026 — October 30, 2026 (Months 1 - 3).

**Description:** Led by the NSDA Team, this task involves creating a comprehensive SWOT analysis to evaluate existing military missions, the posture of the Air Force and USSTRATCOM, corresponding infrastructure, potential new mission alignment or growth, and physical infrastructure constraints.

**Deliverable:** SWOT Analysis, scheduled for delivery on January 31, 2027 (Month 6).

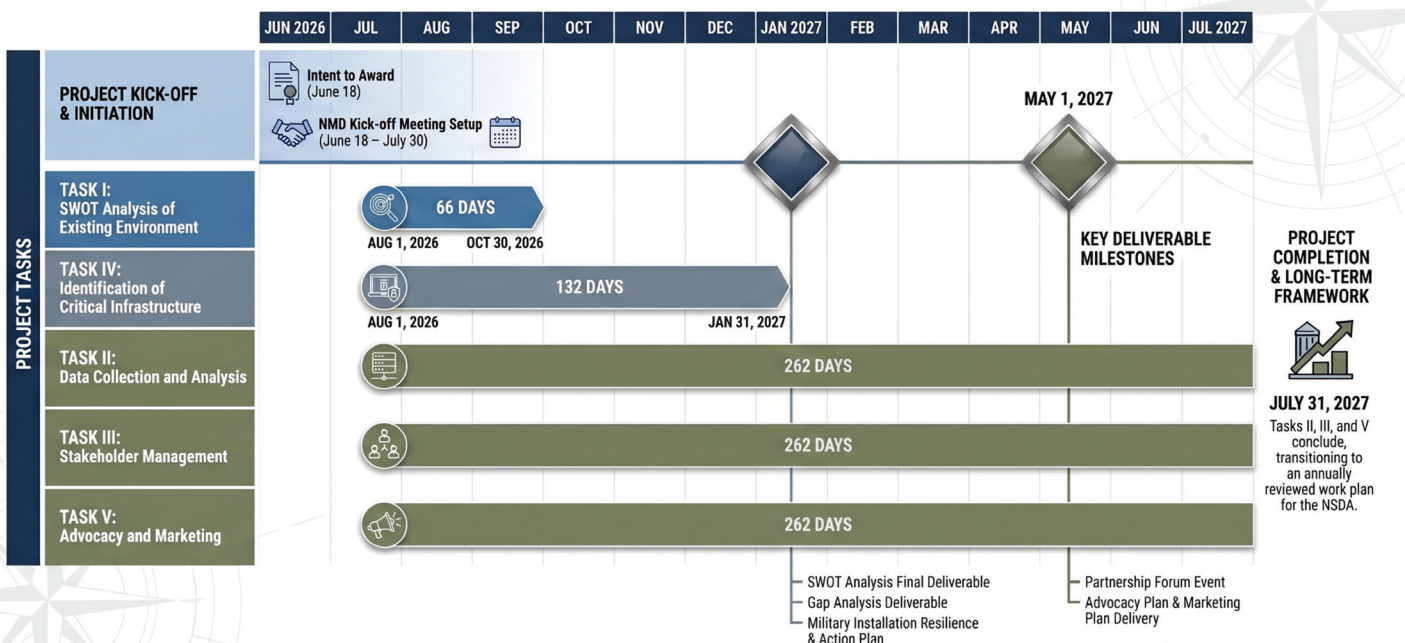
### Task II: Data Collection and Analysis

**Timeline:** August 1, 2026 — July 31, 2027 (Ongoing for the duration of the project).

**Description:** This task serves as the analytical bridge for the project. The team will review existing data on Nebraska’s defense-related economic posture, conduct a gap analysis to pinpoint areas requiring further study, and analyze where DoW spending could have the most impact. It will also provide recommendations for sustainable growth and quality of life.

**Deliverable:** Gap Analysis, scheduled for delivery on January 31, 2027 (Month 6).

## Nebraska Strategic Defense Alliance: Strategic Growth Project Roadmap (2026–2027)



### Task III: Stakeholder Management

**Timeline:** August 1, 2026 — July 31, 2027 (Ongoing for the duration of the project).

**Description:** Managed by NSDA with TRG as a partner, this task covers the coordination and facilitation of committee meetings. This includes at least three Advisory Committee meetings over the contract period and bimonthly technical stakeholder committee meetings.

**Deliverable:** A statewide Partnership Forum, scheduled for May 1, 2027 (Month 9). NMD will secure the location for a half-day format designed to discuss next steps following the SWOT Analysis.

### Task IV: Identification of Critical Infrastructure

**Timeline:** August 1, 2026 — January 31, 2027 (Months 1 - 6).

**Description:** The NSDA Team will assess the capabilities of current assets, map missions to corresponding infrastructure constraints, and assess the impact of future infrastructure improvements and industrial developments. The team will also explore the benefits of a land use study.

**Deliverable:** Military Installation Resilience and Action Plan, scheduled for delivery on January 31, 2027 (Month 6). This will follow concepts within the National Infrastructure Protection Plan (NIPP) to recommend actions for increased efficiency and resiliency.

### Task V: Advocacy and Marketing

**Timeline:** August 1, 2026 — July 31, 2027 (Ongoing for the duration of the project).

**Description:** TRG will spearhead the creation of an advocacy plan outlining public and private engagement opportunities, alongside a broad marketing campaign. A primary representative will brief high-level public and private sector leadership to champion Nebraska's defense industry.

**Deliverable:** Advocacy and Marketing Plans, scheduled for delivery on May 1, 2027 (Month 9).



# Appendix



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**From:** Mike Cassling, Chairman, Aksarben Foundation | **Date:** May 2026 | **Re:** Defense Industry Growth Leadership, Nebraska

Over the past four years, I have had the privilege of working alongside General Tony Cotton — in formal civic settings and candid one-on-one conversations, in rooms full of business leaders and in direct exchanges at the intersection of military mission and community strategy. What I can tell this committee, without qualification, is that Nebraska has never had a more engaged, more strategically equipped, or more community-invested commander at Offutt Air Force Base.

But this memo is not about his time as commander. It is about what comes next — and why General Cotton is uniquely positioned to do something that would benefit this state for generations: build Nebraska into a recognized national hub for defense industry growth, high-wage job creation, and military-connected economic development.

He is not starting from zero. He built the foundation during four years of deliberate, visible, relationship-driven community investment. The question before this committee is not whether General Cotton can do this job. It is whether Nebraska can afford to let someone else try.

#### WHY TONY COTTON — AND WHY NO ONE ELSE COMES CLOSE

Growing the defense industry in Nebraska is not primarily a policy challenge. It is a relationship challenge. It requires credibility inside the Pentagon, fluency in how defense contractors and federal procurement systems think, and the trust of the civilian business and philanthropic community that must co-invest in the infrastructure — talent, research, facilities, and advocacy — that a defense cluster requires. General Cotton has all of it.

**He commanded the mission.** As Commander of U.S. Strategic Command, General Cotton held one of the most consequential positions in the United States military. He understands, at the highest level, what STRATCOM needs — in terms of technology, talent, contracting, and capability — and he speaks that language with authority that no civilian intermediary can replicate. When General Cotton walks into a room with defense industry executives or federal decision-makers, he is not asking for access. He already has it.

**He knows where the opportunities are.** Four years at the helm of STRATCOM gave General Cotton an unmatched vantage point on where the defense industry is heading — in cyber operations, space, strategic deterrence, artificial intelligence, and next-generation command and control. Nebraska sits at the center of several of those trajectories. He does not need to learn the landscape. He shaped it.

**He built the civilian relationships.** From day one of his tenure, General Cotton invested in the Omaha business and civic community in ways that went well beyond protocol. He engaged with the Aksarben Foundation, the Omaha Chamber of Commerce and Defense Community (OCDC), and a wide range of

economic development and philanthropic organizations — not as a military liaison completing an obligation, but as a genuine partner who understood that the long-term strength of STRATCOM's mission depends on the strength of the civilian ecosystem surrounding it. Those relationships are now his to leverage on behalf of Nebraska.

**He has the credibility of someone who stayed.** General Cotton could go anywhere. He chose Nebraska. That choice signals something to the defense industry, to federal partners, and to the business community: this is someone who believes in this state's potential, not someone passing through. That matters enormously in the long-cycle work of building an industry cluster.

### THE OPPORTUNITY: NEBRASKA'S DEFENSE INDUSTRY MOMENT

Nebraska is not starting this race from behind. We have assets that most states would pay dearly to acquire — and we have largely underutilized them. The arrival of a leader of General Cotton's caliber, in a role specifically designed to accelerate defense industry growth, changes that calculus entirely.

**Offutt and STRATCOM: A \$2.9 Billion Anchor.** STRATCOM's annual economic impact of \$2.9 billion, more than \$1 billion in payroll, and nearly 18,000 military and civilian personnel make Offutt one of the most significant economic engines in the region. But the base's true economic potential lies not in what it is today, but in what it can catalyze — a surrounding ecosystem of defense contractors, technology companies, research partnerships, and advanced manufacturing firms that supply, support, and extend the mission. Building that ecosystem is exactly the work this role demands, and General Cotton is exactly the person to lead it.

**UNO's Cybersecurity Program: A Rare National Asset.** The University of Nebraska at Omaha holds dual NSA designations as both a Center of Academic Excellence in Cyber Defense and Cyber Operations — a distinction held by only a handful of universities in the nation. Paired with STRATCOM's cyber mission, this creates a talent-to-mission pipeline that defense contractors specifically seek when making location decisions. General Cotton understands this connection deeply and has already begun articulating it to business and civic audiences. In his new role, he can convert that narrative into recruitment.

**A Policy Environment That Is Ready.** LB1165 — the Grow the Good Life Act — represents Nebraska's commitment to using policy tools to retain and attract major employers. The state's legislative and executive leadership has demonstrated appetite for bold economic development moves. A focused, well-led push to grow the defense sector arrives at exactly the right moment in Nebraska's policy trajectory.

### THE JOBS CASE: WHAT DEFENSE INDUSTRY GROWTH MEANS FOR NEBRASKA

This is not an abstract economic development initiative. Defense industry growth translates directly and specifically into the kinds of jobs Nebraska most needs: high-wage, high-skill, primary jobs that do not leave when a tax incentive expires.

**High-Wage Primary Jobs at Scale.** Defense contractors and defense-adjacent technology companies are among the highest-paying employers in any regional economy. The engineering, cybersecurity, systems integration, program management, and advanced manufacturing roles that accompany a mature defense cluster pay wages that ripple through the entire regional economy. Nebraska's wage growth has lagged peer states significantly — defense industry expansion is one of the clearest pathways to closing that gap.

**Retaining the 25-to-39 Demographic.** Nebraska's most significant economic vulnerability is the outmigration of young professionals who find career-building opportunities elsewhere. Defense industry jobs — particularly in cyber, space, and technology domains — are precisely the kinds of roles that attract and retain this cohort. A young cybersecurity professional who might otherwise leave for Austin, Denver, or Northern Virginia has a compelling reason to stay if Nebraska builds the cluster that General Cotton can help create.

**The Supply Chain Multiplier.** Every primary defense job creates multiple secondary jobs in supply chain, services, and support. A robust defense cluster at Offutt would generate demand for Nebraska manufacturers, technology firms, logistics providers, and professional services companies that extends far beyond the defense sector itself. The economic multiplier effect of this investment would be felt statewide.

**Rural Nebraska Benefits Too.** Defense industry growth is not confined to the metro. Advanced manufacturing, logistics, and technology support functions associated with defense contracts can be sited across the state, bringing high-quality employment to communities that have struggled to compete for primary jobs. General Cotton's credibility and relationships give Nebraska the ability to shape where that growth goes — and to make the case that Nebraska's entire geography is an asset, not a liability.

**Long-Term, Mission-Stable Employment.** Unlike industries subject to consumer cycles or competitive disruption, defense employment is anchored by federal mission requirements that persist across administrations and economic conditions. Building Nebraska's defense industry base is an investment in economic stability, not just growth — a particularly important consideration for a state that values long-term stewardship of its economic foundations.

#### WHAT I WITNESSED: FOUR YEARS OF COMMUNITY INVESTMENT

I want to be specific about what I personally observed, because the selection committee deserves more than abstract endorsement.

**Aksarben Foundation.** General Cotton engaged with our work on workforce development, economic competitiveness, and civic leadership with seriousness and preparation. He did not attend to be seen. He attended to contribute — and he did. His understanding of the connection between military mission and civilian economic health shaped conversations and, in some cases, shaped strategy.

**OCDC.** In Omaha Chamber of Commerce and Defense Community settings, General Cotton functioned as an advocate, not just a participant. He pushed the business community to understand the defense industry opportunity and to take ownership of it. He helped civilian leaders see that the question was not whether Nebraska should build a defense cluster, but whether Nebraska had the will and the organization to do it.

**Consistency Across Four Years.** What distinguished General Cotton was not any single moment, but the pattern. He showed up. He was prepared. He was honest about challenges. He connected dots between the military mission and the civilian opportunity. He did this in year one, and he was still doing it in year four. That kind of sustained, consistent civic engagement from a sitting four-star commander is genuinely extraordinary.

## CONCLUSION

The selection committee is looking for someone who can grow Nebraska's defense industry. That requires relationships inside the defense establishment, credibility with federal decision-makers, trust within the Nebraska business and philanthropic community, and a strategic vision for how all of those assets connect. General Tony Cotton does not approximate that profile. He defines it.

Nebraska has a narrow window to establish itself as a premier defense industry state. The assets are in place. The policy environment is aligned. The business and philanthropic community is ready to invest. What this moment requires is a leader who can bring those elements together with the authority and credibility to move the federal and defense industry relationships that ultimately determine where this sector grows.

General Cotton is that leader. I have watched him operate in this community for four years. He has been building toward this moment — not by design, perhaps, but by character. He is all in on Nebraska. He has been from day one.

I urge this committee to select NSDA, led by General Cotton, without hesitation.

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**Mike Cassling**

Aksarben Foundation

Omaha, Nebraska | May 2026



To Whom It May Concern:

Please accept this correspondence as an affirmative attestation of Tony Cotton. While I am sure you are familiar with the outstanding achievements that Tony accomplished in his military career, his impact on the community and humanity during his tenure may be a bit more discreet. Tony's impact on the people and organizations outside the military was and is significant, with an enduring legacy that will live far beyond his tenure. Tony's interaction with local community leaders and community members has always been outstanding. It is often difficult to balance the needs of national security with the concerns of impact on the community. Regardless of the issue, complex like the Sentinel Missile system or very local like the interaction of airmen and civilians, Tony's response and interaction were thoughtful and representative of everyone who would have been impacted by his actions. Saying Tony is the definition of a great leader doesn't do him justice. Tony's sincere desire to seek a solution that meant advancement for everyone involved was at the forefront of every action that he advanced.

I watched and interacted with Tony as he served as commander of the 20th Air Force, Commander of Global Strike Command, and Commander of Stratcom. No matter how far his career went, he demonstrated deep care for the community that he lived in, no matter the incredible responsibility that his assignment demanded. There is an old saying in community development, "Never ask someone to serve who says they have enough time to do so", of course, the implication is that great leaders are very busy and that's who you need. The most important aspect of Tony's actions is that you don't have to ask. He is a lifelong servant leader who recognizes and offers service to the entirety of his community, from the highest ranking in national office to the newly enlisted airman who suffered a loss. Tony is an exceptional human among us whose rare qualities demonstrate his outstanding character and his ability to effectively negotiate any situation or group of people that he is interacting with.

Onward and Upward,

A handwritten signature in blue ink, appearing to read "Dale G. Steenbergen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Dale G. Steenbergen  
President/CEO  
Greater Cheyenne Chamber of Commerce



**To Whom It May Concern,**

It is my honor to offer this letter of recommendation for General Anthony Cotton, United States Air Force (Retired). Over the course of more than twenty-five years in my roles as a Military Affairs Committee member, Air Force Global Strike Command Civic Leader, and Chairman of Minot Task Force 21, I have had extensive and meaningful interaction with General Cotton throughout his distinguished active-duty career and into his retirement. Few leaders have demonstrated the depth of integrity, strategic vision, and personal character that he consistently embodies.

General Cotton's leadership across the nuclear enterprise has been nothing short of exceptional since starting as a missileer at Minot AFB and then progressing steadily in the Air Force. His ability to inspire confidence, build trust, and drive mission excellence was evident in every assignment, culminating in his service as Commander of Air Force Global Strike Command and U.S. Strategic Command. Throughout these years, I witnessed firsthand his commitment not only to the mission but to the Airmen, families, and communities who support it.

Our connection is strengthened by his family's deep roots in Minot. His wife, Marsha, is a Minot native, and my long-standing friendship with her family has provided an additional dimension of trust and familiarity. This personal connection has allowed me to observe General Cotton not only as a senior military leader but as a devoted husband, father, and community partner.

General Cotton is a leader of uncommon steadiness, humility, and moral clarity. He listens deeply, communicates with purpose, and brings people together in ways that elevate both the mission and the community. As a commander, he was unafraid to tackle the tough issues. His judgment is sound, his character unimpeachable, and his commitment to service enduring.

I recommend him without reservation for any role, board, advisory position, or endeavor that requires strategic insight, principled leadership, and a steady hand. He will bring distinction to any organization fortunate enough to benefit from his leadership and experience.

Respectfully,

**Mark J. Jantzer**

**Mayor**

**City of Minot**

**Phone 701-833-3404**

**[mark.jantzer@mintnd.gov](mailto:mark.jantzer@mintnd.gov)**



June 1, 2026

Nebraska Department of Administrative Services  
State Purchasing Bureau  
Attn: Procurement Contracts Officer(s)  
1526 K Street, Suite 130  
Lincoln, NE 68508

Subject: Letter of Support for Nebraska Strategic Defense Authority Proposal – RFP 125590 O5,  
Nebraska National Defense Strategic Growth Facilitation Services

To Whom It May Concern:

On behalf of the Offutt Community Development Corporation (OCDC), I am pleased to provide this letter in support of the Nebraska Strategic Defense Authority's (NSDA's) proposal submitted in response to RFP 125590 O5, Nebraska National Defense Strategic Growth Facilitation Services.

OCDC is a Nebraska nonprofit organization dedicated to supporting the long-term vitality, resilience, and growth of Offutt Air Force Base and the military missions that are critical to Nebraska and our nation's security. Through our work with military leaders, local governments, state agencies, educational institutions, businesses, and community stakeholders, we have developed a deep appreciation for the importance of coordinated efforts that strengthen Nebraska's defense ecosystem and position the state for future mission growth and investment.

While the NSDA is a newly established organization, its leadership team brings substantial experience, credibility, and relationships within the national defense community. OCDC routinely engages with senior leaders at Offutt Air Force Base and United States Strategic Command on initiatives supporting mission assurance, installation resilience, infrastructure development, and quality-of-life improvements for military members, civilians, and their families. OCDC had the opportunity to work closely with General (Retired) Anthony Cotton during his service as Commander of United States Strategic Command and now welcomes his continued leadership through the Nebraska Strategic Defense Authority.

During his tenure at U.S. Strategic Command, OCDC collaborated with General Cotton, his staff, and Offutt Air Force Base leadership on initiatives intended to strengthen both mission assurance and quality-of-life outcomes for the Offutt community. Through these interactions, General Cotton consistently demonstrated strategic vision, collaborative leadership, and a deep understanding of the interconnected relationship between military mission success, community support, economic development, workforce development, and long-term national security objectives.

While OCDC has not previously worked with the NSDA as an organization due to its recent establishment, our confidence in its leadership is grounded in years of direct interaction with General Cotton and other senior leaders committed to advancing Nebraska's national defense ecosystem. Based on those experiences, we believe NSDA possesses the strategic insight, convening power, and credibility necessary to successfully execute the objectives outlined in this solicitation.

The objectives identified in this solicitation require more than analytical expertise. They require trusted relationships, an understanding of defense missions, the ability to convene diverse stakeholders, and the credibility to engage effectively with senior military, governmental, academic, industry, and community leaders. Based upon our experience, we believe the leadership assembled by the NSDA possesses these qualities and is uniquely positioned to bring together the organizations necessary to advance Nebraska's defense interests.

Nebraska's defense ecosystem is anchored by nationally significant assets including Offutt Air Force Base, United States Strategic Command, the Nebraska National Guard, the University of Nebraska system, and an expanding network of defense, technology, and industry partners. Continued growth will depend upon strategic coordination across these stakeholders to strengthen workforce development, infrastructure, innovation, industry attraction, mission support capabilities, and military-community partnerships.

We believe the NSDA is well-positioned to help facilitate these efforts and support the State's objectives under this initiative. OCDC intends to actively participate in stakeholder engagement activities conducted under this effort and, when appropriate, assist in facilitating connections with military, community, economic development, educational, industry, and regional partners that contribute to Nebraska's defense ecosystem. We view this initiative as an important opportunity to strengthen collaboration across the state and enhance Nebraska's ability to attract, retain, and grow defense-related missions, investment, and innovation.

OCDC stands ready to collaborate with the Nebraska Strategic Defense Authority, the State of Nebraska, and other stakeholders to advance Nebraska's position as a leader in national defense, military-community partnership, and national security innovation.

Thank you for your consideration of this proposal and for your commitment to strengthening Nebraska's defense and national security ecosystem.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard J. Evans III". The signature is fluid and cursive, with a small flourish at the end.

Richard J. Evans III  
Director  
Offutt Community Development Corporation

# ADVOCACY MEMO

DATE: June 1, 2026

FROM: Dana Bradford on behalf of:

- Strategic Command Consultation Committee; and
- The Aksarben Foundation

RE: Support for the Nebraska Strategic Defense Authority

\*\*\*\*\*

**Purpose:** To affirm support for the Nebraska Strategic Defense Authority (NSDA) as the coordinating entity needed to strengthen the level of support being provided to Offutt Air Force Base (OAFB) and its more than 50 missions to ensure that Nebraska remains the installation of choice for current and future defense operations.

**Background:** Since assuming command of U.S. Strategic Command (USSTRATCOM) in December 2022, General Anthony J. Cotton made community engagement a central priority. He worked deliberately to strengthen ties between the State of Nebraska, USSTRATCOM, and the many missions operating at OAFB. By bringing community and business leaders into events on and off the installation, he reinforced the importance of strong civilian-military relationships.

**Coalition Building:** General Cotton also convened a broad coalition of state, local, business, healthcare, childcare, and higher education leaders to address the long-term success of OAFB and its missions. Participants included Governor Jim Pillen, U.S. Senator Pete Ricketts, Congressman Mike Flood, Bellevue Mayor Rusty Hike, State Senator Rita Sanders (and former Bellevue mayor), and a wide cross-section of business and community leaders. Their common objective was clear: to ensure that Omaha and Nebraska continue to be the “installation of choice” as the preferred location for the missions operating at OAFB.

**Strategic Rationale:** Over the next two years, these efforts produced a coordinated framework for sustained state and community support of the missions at OAFB. The framework organized around seven strategic pillars: 1) Quality of life for the military families, 2) Improving base facilities and operations, 3) Federal relationships (in DC), 4) Creating an adjacent military and civilian defense campus, 5) Assisting in recruiting and retaining the workforce, 6) Power – energy solutions for all missions, and 7) University support across a broad array of services.

**Why NSDA Matters:** The individual value of each pillar and the power of the collective value of all pillars made it clear that a dedicated organization was necessary to coordinate action, sustain momentum, and advance initiatives across all seven pillars. The NSDA was established to meet that need. NSDA provides a structure for aligning public, private, educational, and civic partners around shared priorities that strengthen OAFB’s missions and reinforce Nebraska’s long-term value as a defense partner.

**Recommendation:** State, business, and community leaders should actively support NSDA as the central mechanism for advancing the strategic priorities associated with OAFB. A unified, well-coordinated effort will enhance mission resilience, improve quality of life for service members and their families, strengthen workforce and infrastructure readiness, and position Nebraska to compete successfully for future defense missions and investment. Supporting NSDA is therefore not simply an act of regional cooperation; it is a strategic investment in national security, economic vitality, and Nebraska's long-term role in the defense enterprise.



*University of Nebraska*  
*Office of the President*

May 30, 2026

Dear Selection Committee:

I write in my role as the President of the University of Nebraska System to express our strongest endorsement of the Nebraska Strategic Defense Authority (NSDA). Under the leadership of General (Retired) Anthony J. Cotton, I am confident NSDA will continue advancing many of the priorities and initiatives we witnessed firsthand during his service as Commander of U.S. Strategic Command in Omaha.

During his tenure from 2022 to 2026, General Cotton demonstrated an exceptional ability to collaborate with the University, providing clear, actionable guidance on projects that delivered meaningful value to the University, the State of Nebraska, and our nation's security. His leadership ensured alignment between strategic national priorities and executable initiatives that supported mission success.

General Cotton possesses a rare ability to engage effectively with the most senior civilian and military leaders across the Department of War and to translate complex strategic objectives into practical, results-driven action. His extensive relationships with key policymakers and congressional leaders, including members of the Senate and House Armed Services and Appropriations Committees, position Nebraska to capitalize on emerging opportunities in national defense and technology.

Throughout more than 40 years of military service, General Cotton consistently demonstrated a unique ability to bring teams together to solve complex challenges through collaboration, disciplined execution, and strategic vision.

As the Department of War undergoes transformational modernization supported by historic investment, NSDA is uniquely positioned to help Nebraska sustain its current defense missions while expanding opportunities in cybersecurity, biological and chemical defense, electromagnetic spectrum operations, homeland defense, infrastructure resilience, and energy security.

The University looks forward to continuing its partnership with General Cotton and NSDA. I strongly encourage favorable and timely consideration of this opportunity.

Sincerely,



Jeffrey P. Gold, MD  
Resident

JPG/mn



May 28, 2026

Nebraska Strategic Defense Authority  
General Anthony Cotton  
6825 Pine Street  
Omaha, NE 68106

Dear General Cotton,

The Board of Trustees of the Walter Scott Family Foundation ("Foundation") has approved a grant of \$250,000 to Nebraska Strategic Defense Authority ("Grantee").

1. Grant: This grant is subject to the terms and conditions as specified below:
  - A. Timing of Payments: \$250,000 during May 2026.
  - B. Conditions: The grant is conditioned upon the Grantee providing a certified statement and supporting financial reports to the Foundation that the funds received from the Foundation have been used for the purposes described herein, and the Foundation's review of those certified statements and supporting financial reports.
  - C. Failure of Conditions: If the Grantee fails to satisfy any of the conditions listed in this agreement, the Foundation may, in its sole discretion, modify or terminate this agreement, terminate its obligation to make any payments not already made, and/or seek refund of any payments already made to the organization for this grant.
  - D. Potential Acceleration: The Foundation reserves the right to accelerate, delay or modify payment of this grant or any portion thereof.
2. Use of Funds: The grant funds are to be used for General Operating.

The Grantee shall only use the grant for charitable purposes (within the meaning of the Code and applicable Treasury Regulations). Grantee shall immediately notify the Foundation if Grantee is unable to expend the grant for the purpose described herein or if it makes any expenditure for any purpose other than those for which the grant was intended.

The grant shall not benefit, directly or indirectly, any person involved in the review or approval of applications for grants, and any entity that employs such a person.

3. Change in Status: Grantee will immediately notify the Foundation if there is any change or threatened change to its tax-exempt status. If the Grantee's status changes, then, the Foundation may, in its sole discretion, terminate its obligation to make any payments not already made and/or terminate this Agreement.
4. Representations by Grantee: The Grantee represents that (i) it has been determined by the Internal Revenue Service ("IRS") to be exempt from income tax under Section 501(c)(3) of the Internal Revenue Code ("Code") and not to be a private foundation under Section 509(a) of the Code ("Exempt Organization"), (ii) this grant and the uses made thereof will not cause the Grantee to lose its status as an Exempt Organization, (iii) determination letters from the IRS that the Grantee is an Exempt Organization are still valid and have not been revoked, and (iv) the Grantee has all requisite power and authority, corporate and otherwise, to conduct its operations as presently conducted, and to execute, deliver and perform all of its obligations under this grant agreement. Prior to funding of the grant, the Grantee will provide the Foundation a copy of documentation from the Internal Revenue Service recognizing the Grantee as a 501(c)(3) organization.
5. Reporting Requirements: The Grantee will on an annual basis provide a certified statement to the Foundation that the funds received from the Foundation have been used for the purposes described herein (See Grantee Portal). The Grantee will submit timely a written report detailing the use of Foundation funds and project update by April 1, 2027 (See Grantee Portal).

- 6. Image Consent: The Grantee gives consent to use any photographs or videos provided to the Foundation in its communications, including but not limited board communications, website, and other promotional materials. The Grantee will have obtained proper consent from any individual featured in the materials and understands that no parties are entitled to any compensation for use of the materials.
- 7. Accounting Requirements: To comply with all applicable accounting and financial reporting standards and maintain complete and accurate records of all receipts and expenditures arising out of or relating to the grant. The Grantee shall make its books and records available for the Foundation to inspect during normal business hours or at other reasonable times. Unless a longer record retention period is specified by state or federal law, Grantee shall retain all records relating to the grant for at least seven (7) years following the termination of the grant.
- 8. Recognition of Grant: The Grantee may use the Foundation's name for fundraising purposes, including grant applications and reports to other funders. For all other written, audio, video, multi-media, magnetic media, internet and other descriptive materials (promotional, legal, etc.) relating to the grant, the Grantee shall obtain prior written consent from the Foundation to use the Foundation's name.
- 9. Indemnification: To the fullest extent permitted by law, to defend, indemnify, and hold harmless the Foundation, its officers, directors, affiliates, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising out of or relating to any act or omission of the Grantee, its employees or agents, in applying for or accepting the grant, in expending or applying grant funds, or in carrying out the purpose of the grant as set forth herein.
- 10. Governing Law: This Agreement shall be governed by, subject to, and interpreted in accordance with the laws of the State of Nebraska regardless of whether this Agreement is executed in a state other than the State of Nebraska and regardless of the choice of law and conflict of laws statutes and common law of the state in which this Agreement is executed or the State of Nebraska.
- 11. Entire Agreement: To be bound by all the terms and conditions of this Agreement. This Agreement constitutes the entire understanding of the Foundation and Grantee and supersedes all prior agreements and representations, whether oral or in writing. The undersigned certify they are the duly elected and authorized officers of the Grantee and that, as such, are authorized to accept this grant on behalf of the Grantee, to obligate the Grantee to observe all terms and conditions placed on this grant, and in connection with this grant to make, execute, and deliver on behalf of the Grantee all grant agreements, representations, receipts, reports, and other instruments of every kind.

Sincerely,

Calvin R. Sisson  
President & CEO

If all the terms set forth in this agreement are acceptable to Nebraska Strategic Defense Authority, please have an authorized person (designated by the organization) sign this agreement and return to the Foundation within ten (10) days of receipt.

By: Anthony Cotton Date: 5/28/2026

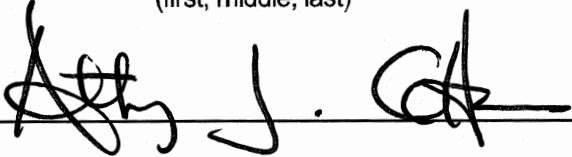
Signed by: B548933A800B4AE...

# Individual or Sole Proprietor United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §4-108 through 4-114, I attest as follows:

|   |
|---|
| <input checked="" type="checkbox"/> I am a citizen of the United States.  |
| -OR-  |
| <input type="checkbox"/> I am a qualified alien under the federal Immigration and Nationality Act. My immigration status and alien number are as follows:<br>_____. |
| I agree to provide a copy of my USCIS documentation upon request.   |

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate, and I understand that this information may be used to verify my lawful presence in the United States.

|            |   |
|------------|---|
| PRINT NAME | <u>ANTHONY JAMES COTTON</u><br><small>(first, middle, last)</small>                         |
| SIGNATURE  | <u></u> |
| DATE       | <u>3 June 2026</u>  |



# Cost Sheet

(Provided Separately)

**Nebraska-led, mission-driven.**  
Advancing strategic growth with four-star leadership.



**Nebraska Strategic Defense Authority**  
Anthony J. Cotton, General, USAF (retired)  
6825 Pine Street  
Omaha, NE 68106  
717.448.8815



in partnership with:



**COST SHEET  
125590 O5  
Nebraska National Defense Strategic Growth Facilitation**

**Bidder Name:** Nebraska Strategic Defense Authority

Bidder must complete the following table with proposed costs for each project deliverable. Costs provided must be fixed for the initial term of the contract and the total cost provided shall reflect all fees necessary to perform the services in their entirety, such as but not limited to, labor, taxes, equipment, travel, and copies.

Bidder should also provide a schedule of expenses associated with the total fixed cost for each deliverable, aligning each budget item into quarterly reporting periods as able. This schedule will be for information purposes only and will not factor in the scoring of the Cost Sheet for evaluation.

**COST PROPOSAL NARRATIVE**

The Nebraska Strategic Defense Authority (NSDA), supported by The Roosevelt Group (TRG), proposes a firm-fixed-price contract in the amount of \$999,500 for completion of all requirements identified in the Request for Proposal.

The proposed price includes all labor, project management, stakeholder engagement activities, meeting facilitation, data collection and analysis, strategic planning support, resilience planning activities, advocacy strategy development, marketing strategy development, travel, coordination efforts, report preparation, presentations, administrative support, and all other activities necessary to successfully complete the scope of work.

The NSDA Team's proposed approach is intentionally structured as an integrated and continuous effort rather than a series of isolated deliverables. As outlined in the Technical Proposal, activities associated with data collection and analysis, stakeholder management, advocacy development, strategic engagement, implementation planning, and project coordination occur concurrently throughout the period of performance. Findings developed under one task continuously inform and refine activities occurring under other tasks. As a result, project resources are committed and costs are incurred throughout the contract period rather than solely upon completion of individual deliverables.

While costs have been allocated among the required deliverables for proposal evaluation purposes, the State should recognize that work will be performed simultaneously across multiple task areas throughout the contract period. The deliverables identified in the RFP represent key project milestones and decision points within a broader, ongoing strategic planning and implementation effort.

Consistent with the invoicing provisions contained within the RFP, NSDA anticipates submitting invoices on a quarterly basis for services performed during each reporting period. Quarterly invoicing reflects the continuous nature of project execution and provides an efficient mechanism for tracking project progress while ensuring uninterrupted support to the Nebraska Military Department and project stakeholders.

The proposed contract value is allocated among the project tasks as follows:

| <b>PROJECT DELIVERABLES</b>  |                         |
|--|-------------------------|
|  | <b>Total Fixed Cost</b> |
| 1. Task I: SWOT Analysis of Existing Environment<br>(RFP Section V.D.1)      | \$ 150,000              |
| 2. Task II: Data Collection and Analysis<br>(RFP Section V.D.2)              | \$250,000               |
| 3. Task III: Stakeholder Management<br>(RFP Section V.D.3)                   | \$200,000               |
| 4. Task IV: Identification of Critical Infrastructure<br>(RFP Section V.D.4) | \$200,000               |
| 5. Task V: Advocacy and Marketing<br>(RFP Section V.D.5)                     | \$199,500               |

For planning purposes, NSDA anticipates the following quarterly billing schedule:

Quarter 1 (August 2026 – October 2026): \$249,875

Quarter 2 (November 2026 – January 2027): \$249,875

Quarter 3 (February 2027 – April 2027): \$249,875

Quarter 4 (May 2027 – July 2027): \$249,875

Total Contract Value: \$999,500

This quarterly schedule is intended to reflect the anticipated expenditure of project resources throughout the period of performance and does not alter the fixed-price nature of the contract. The NSDA Team remains committed to delivering all required products, supporting all stakeholder engagement activities, conducting all analyses, facilitating all required meetings, and providing Nebraska with a sustainable framework for military mission growth, resilience, advocacy, and defense-related economic development.

Bidder should complete the following table. This section should include hourly rates for additional services during the term of the contract that are in addition to the services required to meet each deliverable listed above. Hourly rates provided will be fixed for the initial term of the contract.

These services are not guaranteed and would be used on an as needed basis. Bidder should identify the service to be provided, the title/job role for the individual and/or company performing the service (if applicable), and the hourly rate for the identified service. Bidder may add additional rows to the table as necessary for each additional service that may be provided.

| <b>Optional Additional Services Hourly Rates</b> |                              |                    |
|--|------------------------------|--------------------|
| <b>Service Provided</b>                          | <b>Title (if applicable)</b> | <b>Hourly Rate</b> |
| N/A  |                              | \$                 |
|  |                              |                    |
|  |                              |                    |
|  |                              |                    |

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

**ALL OR NONE**

|                                     |                            |
|-------------------------------------|----------------------------|
| <b>SOLICITATION NUMBER</b>          | <b>RELEASE DATE</b>        |
| 155590 O5                           | May 15, 2026               |
| <b>OPENING DATE AND TIME</b>        | <b>PROCUREMENT CONTACT</b> |
| June 5, 2026 2:00 p.m. Central Time | Connie Heinrichs           |

**PLEASE READ CAREFULLY!  
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this solicitation for a service contract for the purpose of selecting a qualified bidder to provide Nebraska national defense strategic growth facilitation services. A more detailed description can be found in Section V. 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 one (1) year commencing upon notice to proceed. The Contract includes the option to renew for four (4) additional one (1) year 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 the State needs additional Vendors to supply the solicited services, this solicitation may be used to procure the solicited services for up to eighteen (18) months from the date the Intent to Award is posted, provided that 1) the solicited goods or services will be provided by a bidder (or a successive owner) who submitted a response pursuant to this solicitation, 2) the bidder's solicitation response was evaluated, and 3) the bidder will honor the bidder's original solicitation response, including the proposed cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

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

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

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

**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 Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Vendor will not withdraw the solicitation response

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

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

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

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

**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
- COI** – Certificate of Insurance
- CPU** – Central Processing Unit
- DAS** – Department of Administrative Services
- DOW** - Department of War
- F.O.B.** – Free on Board
- ICT** – Information and Communication Technology
- ITB** – Invitation to Bid
- NIGP** – National Institute for Governmental Purchasing
- NMD** – Nebraska Military Department
- PA** – Participating Addendum
- RFP** – Request for Proposal
- SPB** – State Purchasing Bureau
- SWOT** – Strengths, Weaknesses, Opportunities, Threats

## I. PROCUREMENT PROCEDURE

### A. GENERAL INFORMATION

This solicitation is designed to solicit responses from qualified bidders who will be responsible for providing Nebraska national defense strategic growth facilitation services 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: 125590 O5  
Name: Connie Heinrichs, Procurement Contract Officer  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508  
Telephone: 402-471-6500  
E-Mail: [as.materieipurchasing@nebraska.gov](mailto:as.materieipurchasing@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  | May 15, 2026                            |
|                    | Last day to submit written questions.   |   |
| 2.                 | ShareFile link for uploading questions: <a href="https://nebraska.sharefile.com/r-r3031fc3f079544fbb5ce535a47c87fd">https://nebraska.sharefile.com/r-r3031fc3f079544fbb5ce535a47c87fd</a>   | May 25, 2026                            |
| 3.                 | State responds to written questions through solicitation "Addendum" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/bidopps.html">http://das.nebraska.gov/materiel/bidopps.html</a>  | May 29, 2026                            |
| 4.                 | <p>Electronic Solicitation Opening – Online Via Webex</p> <p>IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES BY OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES.</p> <p>ShareFile Electronic Solicitation Submission Link: <a href="https://nebraska.sharefile.com/r-rf5dc5a32c8174aa8bad454d93660f95c">https://nebraska.sharefile.com/r-rf5dc5a32c8174aa8bad454d93660f95c</a></p> <p>Join Webex Meeting</p> <p>Join link: <a href="https://sonvideo.webex.com/sonvideo/j.php?MTID=m8ef6bc102db3ba2a47e43991d145c8f5">https://sonvideo.webex.com/sonvideo/j.php?MTID=m8ef6bc102db3ba2a47e43991d145c8f5</a></p> <p>Webinar number: 2496 686 7914</p> <p>Webinar password: Mt4Xf2h2CJb (68493242 when dialing from a phone or video system)</p> <p>Join by phone +1-408-418-9388 United States Toll</p> <p>Access code: 249 668 67914</p> | June 5, 2026<br>2:00 PM<br>Central Time |
| 5.                 | Review for conformance to solicitation requirements   | June 5-8, 2026                          |
| 6.                 | Evaluation period   | June 8, 2026 - TBD                      |
| 7.                 | "Vendor Demonstrations" (if required)   | TBD                                     |
| 8.                 | Post "Intent to Award" to the Internet at: <a href="https://das.nebraska.gov/materiel/bidopps.html">https://das.nebraska.gov/materiel/bidopps.html</a>  | June 18, 2026                           |
| 9.                 | Contract finalization period  | TBD                                     |
| 10.                | Contract award  | TBD                                     |
| 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 Number 125590 O5; Strategic Growth Facilitation 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.

**A. 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.

**B. 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.

**C. 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.

**D. 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. 125590 O5 Company Name

If multiple files are submitted for one solicitation response, add number of files to file names:

125590 O5 Company Name File 1 of 2

125590 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:

125590 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.

**E. 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.

**F. 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:

6. Rejection of a bidder's solicitation response,
7. Withdrawal of the Intent to Award,
8. Withdrawal of the Award,
9. Negative documentation regarding Vendor Performance,
10. Termination of the resulting contract,
11. Legal action; and
12. 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.

**G. 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 125590 O5 Company Name Response #1 File 1 of 2,
  - b. Corrected 125590 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.

**H. 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.

**I. 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.

**J. 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:

13. Original Contractual Agreement Form signed manually in ink or by DocuSign;
14. Clarity and responsiveness;
15. Completed Corporate Overview;
16. Completed Sections II through IV;
17. Completed Technical Response; and
18. Completed Cost Sheet.

**K. 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.

**L. 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:

- 19. 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.
- 20. Technical Response; and
- 21. 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.

**B. 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.

**C. 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.

**D. AWARD**

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

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

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

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

**E. 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)**

**F. 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.

**G. 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.

**H. 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) | <b>Exceptions:</b><br>(Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.) |
|---|--|---|
|  |  |   |

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

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

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

### A. GENERAL

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

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) Executed Contract and any attached Addenda 3) Addendums to the solicitation and any Questions and Answers,

4) the original solicitation document and any Addenda or attachments, and 5) the Vendor's submitted solicitation response, including any terms and conditions or agreements that are accepted by the State.

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

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

**B. NOTIFICATION**

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

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

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

**C. BUYER'S REPRESENTATIVE**

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

**D. GOVERNING LAW (Nonnegotiable)**

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

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

**E. BEGINNING OF WORK & SUSPENSION OF SERVICES**

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

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

**F. AMENDMENT**

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

**G. CHANGE ORDERS OR SUBSTITUTIONS**

The State and the Vendor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find

necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Vendor may not claim forfeiture of the contract by reasons of such changes.

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

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

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

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

**H. RECORD OF VENDOR PERFORMANCE**

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

**I. NOTICE OF POTENTIAL VENDOR BREACH**

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

**J. BREACH**

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

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 the 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. 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.

**P. 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.

**Q. 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.

**R. 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, 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.

**S. 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.

**T. 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.

## II. VENDOR DUTIES

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

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

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

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

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

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

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

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

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

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

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

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. 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.

**C. 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.

**D. 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.

**E. 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.

**F. 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.**

**G. 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.

**H. 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.

**I. 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) years of termination or expiration of the contract, the Vendor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and (none) (1) years following termination or expiration of the contract.

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

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

**1. WORKERS' COMPENSATION INSURANCE**

The Vendor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project

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

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

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

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

| <b>REQUIRED INSURANCE COVERAGE</b>  |   |
|---|---|
| <b>COMMERCIAL GENERAL LIABILITY</b>   |   |
| General Aggregate   | \$2,000,000   |
| Products/Completed Operations Aggregate   | \$2,000,000   |
| Personal/Advertising Injury   | \$1,000,000 per occurrence                              |
| Bodily Injury/Property Damage   | \$1,000,000 per occurrence                              |
| Medical Payments  | \$10,000 any one person                                 |
| Damage to Rented Premises (Fire)  | \$300,000 each occurrence                               |
| Contractual   | Included  |
| Independent Vendors   | Included  |
| Abuse & Molestation   | Included  |
| <i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i> |   |
| <b>WORKER'S COMPENSATION</b>  |   |
| Employers Liability Limits  | \$500K/\$500K/\$500K                                    |
| Statutory Limits- All States  | Statutory - State of Nebraska                           |
| Voluntary Compensation  | Statutory   |
| <b>COMMERCIAL AUTOMOBILE LIABILITY</b>  |   |
| Bodily Injury/Property Damage   | \$1,000,000 combined single limit                       |
| Include All Owned, Hired & Non-Owned Automobile liability   | Included  |
| Motor Carrier Act Endorsement   | Where Applicable  |
| <b>UMBRELLA/EXCESS LIABILITY</b>  |   |
| Over Primary Insurance  | \$5,000,000 per occurrence                              |
| <b>PROFESSIONAL LIABILITY</b>   |   |
| Professional liability (Medical Malpractice)  | Limits consistent with Nebraska Medical Malpractice Cap |
| Qualification Under Nebraska Excess Fund  |   |
| All Other Professional Liability (Errors & Omissions)   | \$1,000,000 Per Claim / Aggregate                       |
| <b>COMMERCIAL CRIME</b>   |   |
| Crime/Employee Dishonesty Including 3rd Party Fidelity  | \$1,000,000   |
| <b>CYBER LIABILITY</b>  |   |
| Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties                             | \$5,000,000   |
| <b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>  |   |

|  |
|--|
| “Workers’ Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska.”  |
| <b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>   |
| “Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured.” |

**3. EVIDENCE OF COVERAGE**

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

125590 O5

Nebraska Military Department  
Attn: Steve Petersen  
State Support Services Division  
2433 NW 24th Street  
Lincoln, NE 68524  
[Steven.p.petersen2.nfg@army.mil](mailto:Steven.p.petersen2.nfg@army.mil)

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.

**B. 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.

**C. 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.

**D. 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.

**E. SITE RULES AND REGULATIONS**

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

**F. 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.

**G. 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.

**H. 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.

**I. 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.

**J. TIME IS OF THE ESSENCE**


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

## II. 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:<br>(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. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)**  
Pursuant to Neb. Rev. Stat. § 81-2403, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”
- B. TAXES (Nonnegotiable)**  
The State is not required to pay taxes and assumes no such liability as a result of this Solicitation. The Vendor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Vendor’s equipment which may be installed in a state-owned facility, is the responsibility of the Vendor.
- C. INVOICES**  
Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment. Invoicing shall be on a quarterly basis. 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.

All invoices shall be submitted to the following address:

Nebraska Military Department  
State Support Services Division  
2433 NW 24<sup>th</sup> Street  
Lincoln, NE 68524

**The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

**D. INSPECTION AND APPROVAL**

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

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

**E. PAYMENT (Nonnegotiable)**

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

**F. LATE PAYMENT (Nonnegotiable)**

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

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

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative 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 three (3) percent (3%) 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.

## II. PROJECT DESCRIPTION AND SCOPE OF WORK

### A. PROJECT OVERVIEW

The Nebraska Military Department (NMD) has been appropriated funds by the Nebraska Legislature to facilitate strategic growth within the state’s national defense ecosystem. The NMD is seeking qualified vendors to enhance organizational development of efforts around the objective including stakeholder organization, analysis and management. It is the NMD’s intent that proposers will bring the capabilities and capacity to influence mission growth across Nebraska’s public and private defense sectors.

Nebraska, like other states with significant defense assets, faces a dynamic landscape of opportunities and risks.

Key challenges include:

1. Managing land use and development to prevent encroachment and protect mission-critical operations;
2. Strengthening infrastructure resilience to support uninterrupted military and civilian functions;
3. Adapting to evolving defense priorities, including cyber, space, and advanced technologies; and
4. Ensuring workforce readiness and talent pipelines aligned with defense and dual-use industries.

At the same time, there are significant opportunities to:

1. Leverage federal and state investments to enhance infrastructure and innovation capacity;
2. Expand public-private partnerships;
3. Solidify Nebraska’s position as a hub for strategic deterrence, countering weapons of mass destruction, biomedical manufacturing, infectious disease and biocontainment, NC3, terrorism prevention and counterterrorism research, and emerging defense technologies; and
4. Enhance economic diversification through defense-related research, manufacturing, and technology commercialization.

The project duration is expected to be one-year from notice to proceed. Status of deliverables will be communicated through monthly progress updates and NMD retains the right to revise the schedule and/or deliverables based on information provided.

### B. PROJECT ENVIRONMENT

Nebraska plays a critical and growing role in the United States’ national defense ecosystem, anchored by strategic military installations, advanced command capabilities, and a network of defense-related industries and institutions. The State’s defense footprint is led by Offutt Air Force Base, home to United States Strategic Command (USSTRATCOM), and is further reinforced by the Nebraska National Guard and the University of Nebraska as well as a range of public and private sector partners that contribute to mission readiness, national security, and economic vitality.

Beyond installations, Nebraska benefits from a growing ecosystem of defense contractors, technology firms, research institutions, and infrastructure providers that support both military and dual-use applications. This includes areas such as cybersecurity, biomanufacturing, space and satellite operations, advanced manufacturing, and communication systems. NMD’s intent is to enhance the posture of existing entities while enticing innovation and growth that benefits and grows Nebraska.

### C. PROJECT AREA

The project area will consist of the entirety of Nebraska and its defense related infrastructure and attributes. To effectively respond, bidders will need an understanding of Nebraska’s assigned missions, installations and corresponding command and support relationships.

### D. SCOPE OF WORK AND DELIVERABLES

The scope of work and deliverables laid out in the RFP are designed to be completed within the one-year initial contract period. The awarded bidder will be able to develop and implement a series of recommendations that will facilitate future growth and meet the economic needs of Nebraska’s military installations and infrastructure supporting Department of War (DOW) funded activity.

The following Tasks outline the scope of work of this project and associated deliverables are listed for each respective Task.

The NMD will host a kick-off meeting within 30 days of notice to proceed. NMD will work with the awarded bidder to refine the work plan as it pertains to the scope of work, deliverables, and timeline. The awarded bidder will be required to provide monthly summaries of activities to NMD by the 15<sup>th</sup> of each month, starting the month after notice to proceed is granted.

1. **Task I: SWOT Analysis of Existing Environment**
  - a. Create and present a SWOT Analysis of the Existing Environment. The SWOT should consider the following:
    - i. Existing missions and corresponding infrastructure.
    - ii. Posture of the Air Force and USSTRATCOM.
    - iii. Potential opportunities for new mission alignment or growth.
      1. Identify physical infrastructure constraints.
  
5. **Task II: Data Collection and Analysis**
  - a. Review of existing data regarding Nebraska's economic posture regarding defense related industries.
    - i. Conduct a gap analysis to determine areas requiring further study.
  - b. Present recommendations to NMD and stakeholders.
  - c. Analysis of where DOW spending could have the greatest impact on the state's defense industry.
  - d. Provide recommendations for sustainable growth and quality of life for current and future residents.
  
6. **Task III: Stakeholder Management**
  - a. Coordination and facilitation of committee meetings, including notices, agendas, and minutes. This includes a minimum of three Advisory Committee meetings over the course of the contract period, and bimonthly technical stakeholder committee meetings.
  - b. Advisory Committee – Leverage existing stakeholders to inform feedback and identify opportunities.
  - c. Partnership Forum – Establish and host a Partnership Forum to build relationships, share information, and collaborate on common issues. Components of the Partnership Forum shall be negotiated by both parties upon completion of Task I. It is the intent of NMD that the Partnership Forum convene stakeholders from across the state in a half day format to discuss opportunities and next steps following the SWOT Analysis.
    - i. The awarded bidder should be prepared to facilitate conversation and present findings over two to three presentations/meetings.
    - ii. The NMD will secure the location for the Partnership Forum.
  
7. **Task IV: Identification of Critical Infrastructure**
  - a. Military Installation Resilience and Action Plan- The deliverable will consist of a report of findings and recommended actions to increase efficiency and infrastructure resiliency. In particular, the action plan shall follow concepts within the *National Infrastructure Protection Plan (NIPP)* to provide a coordinated approach consistent with state and federal guidance.
  - b. Assess capability of assets and mission alignment to include mapping of missions and corresponding infrastructure constraints.
  - c. Assess the impact of future infrastructure improvements and industrial developments.
    - i. Provide recommendations as to the benefits of a land use study.
  
8. **Task V: Advocacy and Marketing**
  - a. Creation of an advocacy plan that outlines engagement opportunities with public and private entities.
  - b. Creation of a marketing campaign.
  - c. It is the intent of the NMD that the awarded bidder provide a primary representative – listed in key personnel - that is able to represent Nebraska's defense industry. The awarded bidder's team will be responsible for briefing high level public and private sector leadership.

**E. ANTICIPATED TIMELINE**

| Task   | Duration            | Deliverable Due   |
|--|---------------------|---|
| Task I: SWOT Analysis of Existing Environment      | Months 1 - 3        | SWOT: Month 6   |
| Task II: Data Collection and Analysis              | Duration of Project | Gap Analysis: Month 6                                     |
| Task III: Stakeholder Management                   | Duration of Project | Partnership Forum: Month 9                                |
| Task IV: Identification of Critical Infrastructure | Month 1 - 6         | Military Installation Resilience and Action Plan: Month 6 |
| Task V: Advocacy and Marketing                     | Duration of Project | Advocacy plan and Marketing Plans: Month 9                |

**F. PROJECT UNDERSTANDING**

Bidder should provide a narrative description that details the bidder's understanding of NMD's project tasks and deliverables. Bidder's response should demonstrate understanding of Nebraska's opportunities to improve our national defense posture to support economic development and growth of the state.

**G. PROPOSED APPROACH**

The bidder's solicitation response must include a detailed summary of the approach used to carry out this work. The bidder's response should follow the narrative and scope of services outlined but provide additional detail on the process to be used to develop the requested deliverables and their ability to do so within the proposed timeline.

**H. CASH MATCH FUNDING**

List and describe in detail the anticipated source(s) and amount(s) of forecasted match funding. As an addendum to bidder's response, provide letter(s) of commitment from anticipated match funding source(s). *Furthermore, please note that other funds provided by the state or NMD may not be utilized as match funding.*

**I. IN-KIND SUPPORT**

If in-kind support is anticipated from third parties/other sources, list and describe said support, as well as provide letters of support as an addendum to bidder's response.

## II. 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 relevant dealings with the State over the previous ten (10) years. Relevant experience is considered defense-related planning or the contribution of materials for planning purposes for entities located within Nebraska. 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 contract exists, 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 twelve 12 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 ten (10) 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 ten (10) 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 ten (10) years, so declare.

If at any time during the past ten (10) 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. Bidder should include any experience with Offutt AFB, USSTRATCOM, and the NMD. Examples of relevant experience include but are not limited to, experience with Installations and Missions that support USSTRATCOM and experience preparing installation and state specific military planning documents.

The bidder should address the following:

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

identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

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

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

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

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Solicitation in addition to assessing the experience of specific individuals. Bidders should include examples of relevant experience, including but not limited to, experience with Offutt AFB, USSTRATCOM and Global Strike Mission sets.

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 task list and requirements as listed in Section V;
- b.** Proposed development approach to complete each Task as listed in Section V.D.; and
- c.** Detailed project work plan to accomplish deliverables and meet anticipated deadlines.

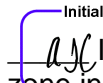
## CONTRACTUAL AGREEMENT FORM

### 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.

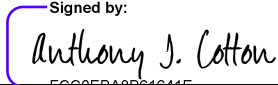
Per Nebraska’s Transparency in Government Procurement Act, Neb. Rev Stat § 73-603, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

\_\_\_\_\_ 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:             | <b>Nebraska Strategic Defense Authority</b>   |
| ADDRESS:             | <b>6825 Pine Street, Omaha, NE 68106</b>  |
| PHONE:               | <b>717-448-8815</b>   |
| EMAIL:               | <b>blklab98.ac@gmail.com</b>  |
| BIDDER NAME & TITLE: | <b>Anthony J. Cotton, CEO</b>   |
| SIGNATURE:           | Signed by:<br><br><small>FCC0EBA0001041E...</small> |
| DATE:                | <b>5 June 2026</b>  |

| VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION<br>(IF DIFFERENT FROM ABOVE) |  |
|--|--|
| NAME:  |  |
| TITLE:   |  |
| PHONE:   |  |
| EMAIL:   |  |